



# **SUMMARY PLAN DESCRIPTION**

**Public Employees Benefit Cooperative  
(PEBC) North Texas Tollway Authority  
HDP Medical**

**Effective:** January 1, 2023

**Group Number:** 730505



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## SECTION 1 - WELCOME

### Quick Reference Box

- Member services, claim inquiries, Personal Health Support and Mental Health/Substance-Related and Addictive Disorder Administrator: 1-877-370-2849.
- Claims submittal address: UnitedHealthcare - Claims, P.O. Box 30555, Salt Lake City, UT 84130-0555.
- Online assistance: [www.myuhc.com](http://www.myuhc.com).

North Texas Tollway Authority is pleased to provide you with this Summary Plan Description (SPD), which describes the health Benefits available to you and your covered family members. It includes summaries of:

- Who is eligible.
- Services that are covered, called Covered Health Services.
- Services that are not covered, called Exclusions and Limitations.
- How Benefits are paid.
- Your rights and responsibilities under the Plan.

This SPD is designed to meet your information needs. It supersedes any previous printed or electronic SPD for this Plan.

### IMPORTANT

The healthcare service, supply or Pharmaceutical Product is only a Covered Health Service if it is Medically Necessary. (See definitions of Medically Necessary and Covered Health Service in Section 14, *Glossary*.) The fact that a Physician or other provider has performed or prescribed a procedure or treatment, or the fact that it may be the only available treatment for a Sickness, Injury, Mental Illness, substance-related and addictive disorders, disease or its symptoms does not mean that the procedure or treatment is a Covered Health Service under the Plan.

North Texas Tollway Authority intends to continue this Plan, but reserves the right, in its sole discretion, to modify, change, revise, amend or terminate the Plan at any time, for any reason, and without prior notice subject to any collective bargaining agreements between the Employer and various unions, if applicable. This SPD is not to be construed as a contract of or for employment. If there should be an inconsistency between the contents of this summary and the contents of the Plan, your rights shall be determined under the Plan and not under this summary.

UnitedHealthcare is a private healthcare claims administrator. UnitedHealthcare's goal is to give you the tools you need to make wise healthcare decisions. UnitedHealthcare also helps your employer to administer claims. Although UnitedHealthcare will assist you in many ways, it does not guarantee any Benefits. North Texas Tollway Authority is solely responsible for paying Benefits described in this SPD.



Please read this SPD thoroughly to learn how the Plan works. If you have questions contact the Benefits Office or call the number on your ID card.

**How To Use This SPD**

- Read the entire SPD, and share it with your family.
- Many of the sections of this SPD are related to other sections. You may not have all the information you need by reading just one section.
- Capitalized words in the SPD have special meanings and are defined in Section 14, *Glossary*.
- If eligible for coverage, the words "you" and "your" refer to Covered Persons as defined in Section 14, *Glossary*.
- North Texas Tollway Authority is also referred to as Company.
- If there is a conflict between this SPD and any benefit summaries (other than Summaries of Material Modifications) provided to you, this SPD will control.

## **SECTION 2 – INTRODUCTION – ELIGIBILITY AND ENROLLMENT**

### **Eligibility**

Based on your Employer’s eligibility and enrollment rules, you are eligible for the PPO Plan on the first day of the month after you complete 30 consecutive calendar days of employment as a regular, active full-time employee. Part-time employees are not eligible for this Plan unless your Employer specifically includes coverage for regularly employed part-time employees. See the Employment Policies of your Employer to determine if coverage is available for part-time employees and what conditions or restrictions may apply. If your Employer offers coverage to part-time employees, you’re eligible for this Plan on the first day of the month after you complete 30 consecutive calendar days of active employment as a regular, part-time employee.

The 30-day waiting period is measured from your Hire Date, which is defined as the date you actively begin working for your Employer on an active, full-time basis. If your Employer offers coverage to part-time employees, the 30-day waiting period is measured from your Hire Date, which is defined as the date you actively begin working for your Employer on a regular, part-time basis.

As an example, if your first day of regular, active employment is January 15<sup>th</sup>, you will be eligible for coverage under this Plan on March 1<sup>st</sup>. If your first day of regular, active employment is February 1<sup>st</sup>, you will be eligible for coverage under the PPO Plan on April 1<sup>st</sup>, because the month of February has less than 30 days.

To be eligible, you must meet these requirements:

- You must be a regular full-time employee who satisfies your Employer’s eligibility and enrollment rules, working on average at least 30 hours per week (130 hours per month) based on your Employer’s calculations; or, if your Employer offers coverage to part-time employees, a regularly employed part-time employee;
- You must continue to be actively employed; and
- You must complete the enrollment process within 14 days of your Hire Date or by the Annual Enrollment deadline. To complete the enrollment process, you must fulfill all of the requirements outlined below under “Enrollment” for newly hired employees, or under “Annual Enrollment”.

Part-time, variable hour and seasonal employees not expected to work or average 30 hours per week are not eligible for this Plan. Temporary or leased employees are not eligible for this Plan.

Please note that if you are an elected official, you are eligible for this Plan and are always considered actively at work. However, elected officials must complete the enrollment process within the required time frames.

### **Retiree Eligibility**

If you are a retiree and are eligible to receive benefits through your Employer’s Retirement Plan, you may be eligible for coverage under the PPO Plan. You and your eligible

dependents must be enrolled in a medical plan offered by the PEBC on your last day as a regular, active employee prior to your first date of retirement in order to be eligible for medical coverage under this Plan as a retiree. In addition, you must enroll for retiree medical coverage within 31 days of your retirement. See the Retirement Policies of your Employer to determine whether you are eligible for PPO Plan coverage and what conditions or restrictions may apply.

You may also be eligible for health coverage if you become disabled while employed by your Employer and qualify for retirement benefits through your Employer's Retirement Plan.

### **Eligible Dependents**

Your dependent can be enrolled in the Plan only if he/she is an eligible dependent. If both you and your spouse work for the same Employer, your dependents can be covered by only one of you. It is important that you enroll eligible dependents only. Eligible dependents include:

#### ***Eligible Spouse***

- Your lawful spouse (you must have a valid Certificate of Marriage considered lawful in the State of Texas, or a signed and filed legal Declaration of Informal Marriage considered lawful in the State of Texas and a valid social security number or tax identification number);
- A surviving spouse of a deceased retiree, if the spouse was covered by a PEBC Medical Plan at the time of the retiree's death; or
- A spouse of an employee or retiree covered under another PEBC Medical Plan., such as the Medicare Supplement Plan, but only if the spouse is ineligible for that plan. For the spouse to be eligible under this Plan, the employee or retiree must continue to be covered by a Medical Plan offered by the PEBC. The spouse must meet all other eligibility requirements under this section.

#### ***Eligible Children***

- Your natural child under age 26.
- Your natural, mentally or physically disabled child, if the child has reached age 26 and is dependent upon you for more than one-half of their support as defined by the Internal Revenue Code. To be eligible, the child's disability must occur before or within 31 days of the child's 26<sup>th</sup> birthday, and you must submit proof of the child's disability within 31 days of the child's 26<sup>th</sup> birthday. "Disabled" means any medically determinable physical or mental condition which prevents the child from engaging in self-sustaining employment as determined by the Social Security Administration (or Medicaid if not eligible for Social Security). You may be required to provide medical or other evidence supporting incapacity and dependency to the Plan or Claims Administrator. Once approved by the Plan or Claims Administrator, further medical evidence may be requested on an "as-needed" basis, generally annually.

- Your legally adopted child, including a child who is living with you who has been placed for adoption or for whom legal adoption proceedings have been started, or a child for whom you are named Permanent Managing Conservator.
- Your stepchild (the natural or adopted child of the employee's current spouse).
- Your *unmarried* grandchild (child of your child) under age 26 who, at the time of enrollment, is your dependent for federal income tax purposes, without regard to income limitations.
- A child for whom you are required to provide coverage by court order.
- A surviving, eligible child of a deceased retiree, only if the child was covered as a dependent of the retiree under this Plan at the time of the retiree's death. After the retiree's death, new dependents are not eligible for coverage at any time under this Plan.
- An eligible child of an employee or retiree covered under another PEBC Medical Plan, such as the Medicare Supplement Plan, but only if the child is ineligible for that plan. For the child to be eligible under this Plan, the employee or retiree must continue to be covered on a Medical Plan offered by the PEBC. In addition, for a retiree, the eligible child must be covered as a dependent of the retiree under this Plan on the retiree's last day of regular, active employment prior to the first date of retirement. The child must meet all other eligibility requirements under this section.

*Please note: When you and your spouse are both covered as employees under a plan offered by the same Employer, your children can be covered as the dependents of only one parent.*

To be eligible for coverage under the Plan, a Dependent must reside within the United States.

If you enroll a dependent, you will be asked to provide evidence that your covered dependent is an eligible dependent as defined by the Plan. As a condition for dependent Plan coverage, you agree to provide such evidence when requested, including when you are newly-hired or experience a qualifying event. If you do not provide proof of eligibility, your dependent cannot be added to the Plan. If the dependent is enrolled in the Plan and you do not provide proof of eligibility within forty-five (45) days of the request, your dependent will be dropped from the Plan. Should you refuse to provide such proof, or if the proof is unsatisfactory, or evidence indicates the dependent is not an eligible dependent as defined by the Plan, the dependent is not eligible for Plan coverage. Examples of evidence requested may include, but are not limited to, birth or marriage certificates, signed and filed Certificate of Informal Marriage (also known as common-law marriage), proof of residency, disability certification, proof of joint financial responsibility, court orders, or, in the event Internal Revenue Code dependency is required (such as for eligible dependent grandchildren), a tax return.

It is the employee's responsibility to review dependent eligibility requirements before enrolling a new dependent and when continuing to cover dependents under the Plan at annual enrollment each year. If you have any questions or concerns about dependent eligibility, you should discuss those concerns with your Human Resources Department and ask that they review documents as appropriate, before requesting dependent coverage.

The enrollment of a dependent not eligible for coverage under this Plan (an “ineligible” dependent) does not entitle the ineligible dependent to benefits or to continuation of coverage under COBRA. Enrollment of ineligible dependents can be considered fraud and may subject you to disciplinary action by your Employer, up to and including termination of employment and criminal prosecution. Additionally, you may be required to compensate the Plan for any benefits paid on behalf of an ineligible dependent. **The failure to terminate an ineligible dependent during annual enrollment is considered “enrollment” of an ineligible dependent.**

The following dependents are examples of “ineligible” dependents:

***Ineligible Spouse***

- A person to whom you are not lawfully married, such as your former spouse from whom you are divorced, or your boyfriend or girlfriend without a Certificate of Informal Marriage considered lawful in the State of Texas; or
- A surviving spouse who was not covered by a PEBC Medical Plan as a dependent of a deceased retiree at the time of the retiree’s death.

***Ineligible Children***

- Your natural child age 26 or older who is not disabled, or whose disability occurred more than 31 days after the child's 26th birthday;
- A child for whom your parental rights have been terminated;
- A child living temporarily with you, including a foster child who is living temporarily with you or a child placed with you in your home by a social service agency, or a child whose natural parent is in a position to exercise or share parental responsibility or control;
- Your current spouse’s stepchild (by a previous marriage) or stepchild of a previous spouse;
- A surviving child of a deceased retiree who was not covered by a PEBC Medical Plan at the time of the retiree’s death; and
- A brother, sister, other family member, or an individual not specifically listed by the Plan as an eligible dependent.

**Anyone eligible for this Plan as an employee is not eligible for coverage as a dependent.**

**It is your responsibility to notify your Employer’s Human Resources Department within 31 days of the date you or your dependent(s) are no longer eligible for coverage under this Plan.** Benefits will be canceled effective the last day of the month in which you or your dependent was no longer eligible to participate in the Plan. If the dependent is no longer eligible, changes in your contributions towards the Plan will be effective the first of the month after Notice was given. If you provide Notice after 31 days of the date a dependent is no longer eligible, benefits will still be canceled effective the last day of the month in which the dependent was no longer eligible; however, no contributions will be refunded to you.

Claims filed for services performed for ineligible dependents will be denied. The Plan may seek reimbursement from the employee for any benefits paid on behalf of ineligible dependents.

### **Qualified Medical Child Support Order (“QMCSO”)**

If you become divorced or legally separated, a court order or state administrative process may require you to provide medical care coverage for your children, even if you do not have custody. If the QMCSO satisfies legal requirements, the PPO Plan will make coverage available to the extent required by law. However, all Plan provisions as described in this booklet will apply. Under a QMCSO, the legal guardian of the child may file claims and have medical benefits paid directly to them.

It is the employee’s responsibility to notify your Employer’s Human Resources Department that a dependent is eligible for coverage due to a QMCSO. If coverage for a dependent is made effective retroactively due to a QMCSO, the employee is responsible for paying all contributions required for dependent coverage back to the effective date of coverage.

### **Enrollment**

To enroll for medical coverage, you must complete the enrollment process when you first become an eligible employee. To complete the enrollment process, you must follow your employer’s new hire enrollment process. Depending on your Employer’s process, you will either enroll online and print a confirmation statement, or you will fill out an Enrollment Form in its entirety and submit it to your Employer’s Human Resources Department. Enrollment must be completed within 14 days of your Hire Date. For example, if your Hire Date is June 1, you must either enroll online or return a completed Enrollment Form (following your Employer’s process) no later than June 15.

**If you fail to enroll within 14 days of your Hire Date, you will be automatically enrolled in the medical plan your Employer identifies as the “default” plan with employee only coverage, as the basic medical plan election. By not returning your enrollment form within 14 days of your Hire Date, you authorize your Employer to deduct the default plan employee only benefit premiums from your payroll check on a pre-tax basis. Refer to the “Annual Enrollment” section below for more information.**

### **Special Enrollment Rule**

If you are disabled and away from work on the date your PPO Plan coverage normally would become effective, your coverage will go into effect when you return to regular employment for one full day, unless you are an elected official.

### ***When Coverage Begins***

If you are an active, eligible employee and you complete the enrollment process within 14 days of your Hire Date, coverage for you and your eligible enrolled dependents will begin on the first day of the month following 30 consecutive calendar days of regular, active employment. The 30-day waiting period is measured from the date you actively begin working for your Employer, as described above under “Eligibility”.

If you are confined as an inpatient in a hospital or other facility or confined at home under a doctor's supervision due to an injury or sickness, coverage will begin on the day your confinement ends and you begin active employment. If you are an active employee who is not confined but is unavailable for work because of an injury or sickness, coverage will begin on the day you return to active work at your normal place of business.

If you are a retiree eligible for coverage under this Plan, and you complete the enrollment process within 31 days of the day you become eligible for coverage, your coverage will begin on the day you become eligible provided you are not hospital confined on that day.

Generally, to be eligible for retiree coverage, you must move directly from regular, active service with your Employer to retired status **with no break in coverage**. In order to avoid a break in coverage, if you move from regular, active service to COBRA coverage pending a disability retirement determination, or if you become eligible for retiree benefits during your COBRA coverage period, you may be eligible for retiree coverage subject to your Employer's Retiree Policies. Except for those employees who, according to the Employer's Retiree Policies, become eligible for retirement during the Employee's COBRA coverage period, an employee who has resigned or terminated employment and who has maintained coverage under COBRA does not qualify for retiree coverage under this Plan. Similarly, a dependent of a retiree must remain covered by the Plan with no break in coverage, unless the employee or dependent experiences a Qualified Change in Status event that would allow a change in coverage. The act of retiring does not constitute a Qualified Change in Status event allowing additional dependents to be added to the Plan.

If you gain a dependent (spouse and/or child) after your coverage begins, you must apply to add the new dependent within 31 days after the date you acquire the dependent. To apply, you must fill out an Enrollment Form in its entirety and submit it to your Employer's Human Resources Department no later than 31 days after the date you acquire the dependent. In order to add a dependent to the Plan, you must provide requested documentation to confirm your dependent's eligibility.

**If you fail to enroll a new dependent within 31 days, you cannot enroll them until the next Annual Enrollment period.**

Coverage for newly added dependents will begin on the first day of the month following the date you notify your Employer of the event and enrolled the dependent, as long as the event occurred within 31 days of notification to your Employer, except as follows:

- If the dependent is newly born to you or your spouse, coverage will begin on the date of birth provided you enroll the dependent in the Plan within 31 days of the date of birth.
- If a new dependent is acquired by adoption of placement for adoption, coverage will be effective on the date of the adoption of placement for adoption, provided you enroll the dependent within 31 days of the adoption of placement.
- If you need to add a dependent due to a Qualified Medical Child Support Order ("QMCSO"), coverage will be effective on the effective date indicated on the court order, provided you notify your Employer of the QMCSO in accordance with the timing requirement of this Plan.



See “Changing Your Choices During the Year (Qualified Change in Status)” below for more information.

**Important Deadline Information Regarding Enrollment of Infants**

Your newborn infant is not automatically covered as a dependent on the PPO Plan. Calling for pre-authorization for maternity benefits or enrolling in the Plan’s Healthy Pregnancy Program does not serve as notification that you want your newborn added to your benefit plan. If you want your newborn added to your benefit plan, he/she will be covered effective the day he/she is born, provided you add the newborn within 31 days of his/her date of birth. If you do not add your newborn within 31 days, you cannot add the newborn until the next Annual Enrollment period.

***To add the newborn, you need to apply through your Employer’s Human Resources Department.*** Be sure to contact them early so that you can complete your Enrollment Form and turn it in to your Human Resources Department within the 31-day time limit. Don’t miss this very important deadline.

**Reinstatement of Former Employees**

If you terminate your employment but are re-hired within 30 days or less of the date of your termination of employment, your medical Plan coverage will automatically be reinstated to the same election that you had prior to termination. Your re-hire date is defined as the date you begin working for the Employer on a regular basis following the most recent termination of employment. This provision applies to all employees, including civil service employees.

If your re-hire date is more than 30 days but within 13 weeks following the termination of employment date, and you are otherwise eligible to participate in the Plan as described above under “Eligibility”, your medical Plan coverage will be reinstated to the same election that you had prior to termination on the first day of the month following your re-hire date, unless you experienced a “Qualified Change in Status” that would allow you to change your election following the termination date and prior to your re-hire date. Your re-hire date is defined as the date you begin working for the Employer in a benefits-eligible position following the most recent termination of employment. This provision applies to all employees, including civil service employees.

If your re-hire date is more than 30 days following the termination of employment date, and you are otherwise eligible to participate in the Plan as described above under “Eligibility”, you must complete an enrollment form within 14 days of your date of re-hire and make a new election, following the process described under “Enrollment”. All other terms under “When Coverage Begins” will apply. This provision applies to all employees, including civil service employees.

***Changing Your Choices During the Year (Qualified Change in Status)***

You can change your benefit choices only during Annual Enrollment or when you have a Qualified Change in Status. “Qualified Change in Status” means any of the events described below as a Qualified Change in Family Status or a Qualified Change in Employment Status,

as well as any other events included under subsequent changes to Section 125 of the Internal Revenue Code or applicable regulations and adopted by this Plan, which the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under IRS regulations. **You must apply to make any mid-year medical coverage changes within 31 days of your Qualified Change in Status event by contacting your Employer's Human Resources Department and completing any required forms.** Except for newborns and adoptions, a Qualified Change in Status event is effective the first of the month following the date you notify your Human Resources Department of the Qualified Change in Status event, and as long as the event occurred within 31 days of the date you notified your Employer's Human Resources Department. You must complete all paperwork required by your Employer's Human Resources Department (including providing proof of the event) within 31 days of the Qualified Change in Status event.

**Qualified Change in Family Status** events apply to employees and retirees, and their spouses and dependents. Qualified Changes in Family Status include:

- Marriage, divorce, legal separation or annulment;
- Death of your spouse or dependent;
- Child's birth, adoption or placement for adoption; and
- An event causing a dependent to no longer meet eligibility requirements, such as reaching age 26.

**Qualified Change in Employment Status** events apply to any change in the employment status of employees and retirees, and the spouses and dependents of employees and retirees, that affects benefit eligibility under the benefit plan or the employer benefit plan of the spouse or dependent. Qualified Changes in Employment Status include:

- Termination or commencement of employment;
- Strike or lock-out;
- Start or return from an unpaid leave of absence;
- USERRA (military) leave;
- Switching from a salaried to an hourly-paid job (or vice-versa) if benefits eligibility is gained or lost as a result of the change;
- Reduction or increase in hours of employment that directly results in a loss or gain of medical plan coverage, such as going from part-time to full-time; or
- Any other employment related change that makes the individual become eligible for or lose eligibility for a particular medical plan, including but not limited to, an employer group health plan; Medicare or Medicaid coverage; a state children's health insurance program ("CHIP"); a medical care program of an Indian Tribal government, Indian Health Service or tribal organization a state health benefits risk pool; or a foreign government group health plan.

**For retirees:**

The act of retiring does *not* constitute a Qualified Change in Status event allowing additional dependents to be added to the Plan.

Any changes requested to your or your dependents' coverage as a result of a Qualified Change in Status event must be consistent with the type of status change. To be considered consistent, the Qualified Change in Status event must result in either becoming eligible for or losing eligibility under the Plan. The change must correspond with the specific eligibility gain or loss. To illustrate, adding your newborn to your PPO Plan is consistent with the child becoming eligible as a dependent under your plan. Changing to another plan because your provider does not participate in the PPO network is not consistent with becoming eligible for or losing eligibility under the Plan.

For a Qualified Change in Employment Status in which an employee, spouse or dependent becomes eligible for coverage under another employer's plan as a result of a change in marital status or a change in employment status, the covered individual may elect to terminate coverage under this Plan, but only if coverage for that individual becomes effective under the other plan. The Plan Administrator may ask the individual to provide proof of other coverage.

If an eligible employee, spouse or dependent declined coverage under this Plan because of outside medical coverage, and eligibility for the outside coverage is subsequently lost due to divorce, death, termination of employment, reduction in hours, or exhaustion of the maximum COBRA period, then the eligible individual may enroll under this Plan if the election is made within 31 days of the event described above. You must apply to make any mid-year medical coverage changes within 31 days of your Qualified Change in Status event by contacting your Employer's Human Resources Department. You will be asked to provide proof of loss of other coverage and documentation confirming dependent eligibility.

Retirees and their dependents are not eligible to enroll in this Plan due to a loss of eligibility for outside medical coverage unless the loss of eligibility is employment related. A spouse or dependent of a retiree not previously covered by the Plan may be denied coverage without a certificate of creditable coverage as proof of loss of other coverage.

To avoid "election lock", an individual may make a mid-year prospective election change that is on account of and corresponds with a change made under the health plan of a spouse's, former spouse's, or dependent's employer, as long as:

- The other health plan permits its participants to make an election change that would be permitted under applicable IRS regulations; or
- The plan year for the other health plan is different than the plan year for the PPO Plan, which is a calendar year.

The Plan Administrator will determine, based on prevailing IRS guidance, whether a requested change is on account of and corresponds with a change made under the other employer's health plan. You may be asked to provide proof of enrollment in the other employer's health plan or proof of loss of other coverage.

If during the Plan year (such as in the middle of a plan year) there is a significant increase or decrease in the cost of the contributions you must make to participate in this Plan, a “significant curtailment” or “loss of coverage” under the Plan, or a significant addition or improvement in the other medical plans offered by the employer, you may be given the opportunity to add or terminate coverage for yourself, your eligible spouse or other eligible dependents during the Plan year. The Plan Administrator in its sole discretion, and on a uniform and consistent basis, will decide, in accordance with prevailing IRS guidance, whether to hold a special mid-year enrollment period for individuals to add or terminate coverage under this Plan due to a significant increase or decrease in employee contributions, a significant curtailment of coverage or loss of coverage, or due to improvements made to another medical plan option offered by the employer. Coverage under this Plan is deemed “significantly curtailed” only if there is an overall reduction in coverage provided to participants under the Plan (for example, significantly increased deductibles or copays) during the Plan year. A “loss of coverage” means a complete loss of coverage. Changes in network providers participating in the network do not meet the definition of a “significant” loss of coverage under this Plan.

### ***Annual Enrollment***

The PEBC will hold an Annual Enrollment period each calendar year. During the Annual Enrollment period, you may change your choice in medical coverage, add eligible dependents to the Plan, cancel coverage for dependents, or make no changes. Enrollment changes made during the Annual Enrollment period will be effective on January 1 following the Annual Enrollment period.

Provided you show valid proof of other comparable medical plan coverage, and if allowed by your Employer, you may choose to opt out of your Employer’s medical plan. If you choose this option, you must provide proof of other comparable group medical coverage and complete a “Certification of Other Coverage” form. Examples of other coverage that cannot be used to opt out of your Employer’s medical plan include Tri-Care supplemental coverage, student insurance, medical payments coverage provided as part of your auto insurance policy and Medicare. If you do not provide the required information, your Employer can enroll you in the default plan (PEBC PPO Plan), with employee only coverage.

### **Paying for Coverage**

Your Employer may contribute towards the cost of your medical coverage. You also will make contributions, depending on the level of coverage you elect and which eligible family members you enroll for coverage. If your spouse’s employer offers a medical plan, a surcharge may apply if your spouse enrolls in this Plan and does not enroll in their own employer’s plan. The contribution you make for coverage will be adjusted from time to time to reflect changes in medical and benefit costs. Your Employer’s Human Resources Department has the most current information on coverage contribution amounts.

### **Paying for Benefits with Before-Tax Dollars**

As a condition for offering tax-free benefits to you, benefit premiums are deducted from your payroll check on a pre-tax basis only through your Employer's Section 125 Plan. (Life insurance premium pre-tax limits may apply.) This means that your contributions are deducted from each paycheck *before* federal income and Social Security taxes are withheld. With lower taxable pay, you pay less tax. See your Employer for more information regarding the Section 125 Plan.

### **ID Cards**

When you first enroll in the PPO Plan, you will receive an ID card for medical coverage from UnitedHealthcare. The card will also include your prescription drug coverage from CVS/Caremark. When you present your ID card, the plan can electronically identify any covered dependents.

The UnitedHealthcare medical ID card you receive after enrolling includes:

- Customer Service numbers to call with questions or to verify network providers; and
- Where to send claim forms, if required.

You must present your ID card whenever you receive care from network providers. Additional or replacement ID cards may be requested by calling the Claims Administrator's Customer Service Center.

The failure to advise a physician, hospital, pharmacy or other service provider that your coverage is no longer in force is considered unauthorized, improper and abusive use of the ID card and may be considered fraudulent.

## SECTION 3 - HOW THE PLAN WORKS

**What this section includes:**

- Accessing Benefits.
- Eligible Expenses.
- Annual Deductible.
- Coinsurance.
- Out-of-Pocket Maximum.

### Accessing Benefits

As a participant in this Plan, you have the freedom to choose the Physician or health care professional you prefer each time you need to receive Covered Health Services. The choices you make affect the amounts you pay, as well as the level of Benefits you receive and any benefit limitations that may apply.

You are eligible for the Network level of Benefits under this Plan when you receive Covered Health Services from Physicians and other health care professionals who have contracted with UnitedHealthcare to provide those services.

You can choose to receive Designated Network Benefits, Network Benefits or Non-Network Benefits.

**Designated Network Benefits** apply to Covered Health Services that are provided by a Network Physician or other provider that is identified as a Designated Provider. Only certain Physicians and providers have been identified as a Designated Provider. Designated Network Benefits are available only for specific Covered Health Services as identified in Section 5, *Plan Highlights*. When Designated Network Benefits apply, they are included in and subject to the same Annual Deductible and Out-of-Pocket Maximum requirements as all other Covered Health Services provided by Network providers.

**Network Benefits** apply to Covered Health Services that are provided by a Network Physician or other Network provider. You are not required to select a Primary Physician in order to obtain Network Benefits. In general health care terminology, a Primary Physician may also be referred to as a *Primary Care Physician* or *PCP*.

**Non-Network Benefits** apply to Covered Health Services that are provided by a non-Network Physician or other non-Network provider, or Covered Health Services that are provided at a non-Network facility. In general health care terminology, Non-Network Benefits may also be referred to as Out-of-Network Benefits.

Emergency Health Services provided by a non-Network provider will be reimbursed as set forth under *Eligible Expenses* as described at the end of this section.

Covered Health Services provided at certain Network facilities by a non-Network Physician, when not Emergency Health Services, will be reimbursed as set forth under *Eligible Expenses*

as described at the end of this section. For these Covered Health Services, "certain Network facility" is limited to a hospital (as defined in 1861(e) of the Social Security Act), a hospital outpatient department, a critical access hospital (as defined in 1861(mm)(1) of the Social Security Act), an ambulatory surgical center as described in section 1833(i)(1)(A) of the Social Security Act, and any other facility specified by the Secretary.

Air Ambulance transport provided by a non-Network provider will be reimbursed as set forth under *Eligible Expenses* as described at the end of this section.

You must show your identification card (ID card) every time you request health care services from a Network provider. If you do not show your ID card, Network providers have no way of knowing that you are enrolled under the Plan. As a result, they may bill you for the entire cost of the services you receive.

Generally, when you receive Covered Health Services from a Network provider, you pay less than you would if you receive the same care from a non-Network provider. Therefore, in most instances, your out-of-pocket expenses will be less if you use a Network provider.

If you choose to seek care outside the Network, the Plan generally pays Benefits at a lower level. You are required to pay the amount that exceeds the Eligible Expense. The amount in excess of the Eligible Expense could be significant, and this amount does not apply to the Out-of-Pocket Maximum. You may want to ask the non-Network provider about their billed charges before you receive care.

#### ***Health Services from Non-Network Providers Paid as Network Benefits***

If specific Covered Health Services are not available from a Network provider, you may be eligible to receive Network Benefits when Covered Health Services are received from a non-Network provider. In this situation, your Network Physician will notify UnitedHealthcare, and if UnitedHealthcare confirms that care is not available from a Network provider, UnitedHealthcare will work with you and your Network Physician to coordinate care through a non-Network provider.

#### **Looking for a Network Provider?**

In addition to other helpful information, [www.myuhc.com](http://www.myuhc.com), UnitedHealthcare's consumer website, contains a directory of health care professionals and facilities in UnitedHealthcare's Network. While Network status may change from time to time, [www.myuhc.com](http://www.myuhc.com) has the most current source of Network information. Use [www.myuhc.com](http://www.myuhc.com) to search for Physicians available in your Plan.

#### ***Network Providers***

UnitedHealthcare or its affiliates arrange for health care providers to participate in a Network. At your request, UnitedHealthcare will send you a directory of Network providers free of charge. Keep in mind, a provider's Network status may change. To verify a provider's status or request a provider directory, you can call UnitedHealthcare at the number on your ID card or log onto [www.myuhc.com](http://www.myuhc.com).

Network providers are independent practitioners and are not employees of North Texas Tollway Authority or UnitedHealthcare.

UnitedHealthcare's credentialing process confirms public information about the providers' licenses and other credentials; but does not assure the quality of the services provided.

Before obtaining services, you should always verify the Network status of a provider. A provider's status may change. You can verify the provider's status by calling UnitedHealthcare. A directory of providers is available online at [www.myuhc.com](http://www.myuhc.com) or by calling the number on your ID card to request a copy. If you receive a Covered Health Service from a non-Network provider and were informed incorrectly prior to receipt of the Covered Health Service that the provider was a Network provider, either through a database, provider directory, or in a response to your request for such information (via telephone, electronic, web-based or internet-based means), you may be eligible for Network Benefits.

It is possible that you might not be able to obtain services from a particular Network provider. The network of providers is subject to change. Or you might find that a particular Network provider may not be accepting new patients. If a provider leaves the Network or is otherwise not available to you, you must choose another Network provider to get Network Benefits. However, if you are currently receiving treatment for Covered Health Services from a provider whose network status changes from Network to non-Network during such treatment due to expiration or nonrenewal of the provider's contract, you may be eligible to request continued care from your current provider at the Network Benefit level for specified conditions and timeframes. This provision does not apply to provider contract terminations for failure to meet applicable quality standards or for fraud. If you would like help to find out if you are eligible for continuity of care Benefits, please call the telephone number on your ID card.

If you are currently undergoing a course of treatment utilizing a non-Network Physician or health care facility, you may be eligible to receive transition of care Benefits. This transition period is available for specific medical services and for limited periods of time. If you have questions regarding this transition of care reimbursement policy or would like help determining whether you are eligible for transition of care Benefits, please contact UnitedHealthcare at the number on your ID card.

Do not assume that a Network provider's agreement includes all Covered Health Services. Some Network providers contract with UnitedHealthcare to provide only certain Covered Health Services, but not all Covered Health Services. Some Network providers choose to be a Network provider for only some of UnitedHealthcare's products. Refer to your provider directory or contact UnitedHealthcare for assistance.

### ***Designated Providers***

If you have a medical condition that UnitedHealthcare believes needs special services, UnitedHealthcare may direct you to a Designated Provider chosen by UnitedHealthcare. If you require certain complex Covered Health Services for which expertise is limited, UnitedHealthcare may direct you to a Network facility or provider that is outside your local geographic area. If you are required to travel to obtain such Covered Health Services from a Designated Provider, UnitedHealthcare may reimburse certain travel expenses at UnitedHealthcare's discretion.



In both cases, Network Benefits will only be paid if your Covered Health Services for that condition are provided by or arranged by the Designated Provider or other provider chosen by UnitedHealthcare.

You or your Network Physician must notify UnitedHealthcare of special service needs (such as transplants or cancer treatment) that might warrant referral to a Designated Provider. If you do not notify UnitedHealthcare in advance, and if you receive services from a non-Network facility (regardless of whether it is a Designated Provider) or other non-Network provider, Network Benefits will not be paid. Non-Network Benefits may be available if the special needs services you receive are Covered Health Services for which Benefits are provided under the Plan.

### ***Limitations on Selection of Providers***

If UnitedHealthcare determines that you are using health care services in a harmful or abusive manner, or with harmful frequency, your selection of Network providers may be limited. If this happens, you may be required to select a single Network Physician to provide and coordinate all of your future Covered Health Services.

If you don't make a selection within 31 days of the date you are notified, UnitedHealthcare will select a single Network Physician for you. In the event that you do not use the selected Network Physician, Covered Health Services will be paid as Non-Network Benefits.

### **Eligible Expenses**

PEBC – North Texas Tollway Authority has delegated to the Claims Administrator the discretion and authority to decide whether a treatment or supply is a Covered Health Service and how the Eligible Expenses will be determined and otherwise covered under the Plan.

Eligible Expenses are the amount the Claims Administrator determines that the Plan will pay for Benefits.

- For Designated Network Benefits and Network Benefits for Covered Health Services provided by a Network provider, except for your cost sharing obligations, you are not responsible for any difference between Eligible Expenses and the amount the provider bills.
- For Non-Network Benefits, except as described below, you are responsible for paying, directly to the Non-Network provider, any difference between the amount the provider bills you and the amount the Claims Administrator will pay for Eligible Expenses.
  - For Covered Health Services that are **Ancillary Services received at certain Network facilities on a non-Emergency basis from Non-Network Physicians**, you are not responsible, and the non-Network provider may not bill you, for amounts in excess of your Copayment, Coinsurance or deductible which is based on the Recognized Amount as defined in this SPD.
  - For Covered Health Services that are **non-Ancillary Services received at certain Network facilities on a non-Emergency basis from Non-Network Physicians who have not satisfied the notice and consent criteria or for unforeseen or urgent medical needs that arise at the time a non-Ancillary Service is provided**

- for which notice and consent has been satisfied as described below**, you are not responsible, and the Non-Network provider may not bill you, for amounts in excess of your Copayment, Coinsurance or deductible which is based on the Recognized Amount as defined in the SPD.
- For Covered Health Services that are **Emergency Health Services provided by a Non-Network provider**, you are not responsible, and the Non-Network provider may not bill you, for amounts in excess of your applicable Copayment, Coinsurance or deductible which is based on the Recognized Amount as defined in this SPD.
  - For Covered Health Services that are **Air Ambulance services provided by a Non-Network provider**, you are not responsible, and the Non-Network provider may not bill you, for amounts in excess of your applicable Copayment, Coinsurance or deductible which is based on the rates that would apply if the service was provided by a Network provider which is based on the Recognized Amount as defined in the SPD.

Eligible Expenses are determined in accordance with the Claims Administrator's reimbursement policy guidelines or as required by law, as described in the SPD.

#### ***Designated Network Benefits and Network Benefits***

Eligible Expenses are based on the following:

- When Covered Health Services are received from a Designated Network and Network provider, Eligible Expenses are our contracted fee(s) with that provider.
- When Covered Health Services are received from an Non-Network provider as arranged by the Claims Administrator, including when there is no Network provider who is reasonably accessible or available to provide Covered Health Services, Eligible Expenses are an amount negotiated by the Claims Administrator or an amount permitted by law. Please contact the Claims Administrator if you are billed for amounts in excess of your applicable Coinsurance, Copayment or any deductible. The Plan will not pay excessive charges or amounts you are not legally obligated to pay.

#### ***Non-Network Benefits***

**When Covered Health Services are received from an non-Network provider as described below, Eligible Expenses are determined as follows:**

- **For non-Emergency Covered Health Services received at certain Network facilities from Non-Network Physicians** when such services are either Ancillary Services, or non-Ancillary Services that have not satisfied the notice and consent criteria of section 2799B-2(d) of the Public Service Act with respect to a visit as defined by the Secretary, the Eligible Expense is based on one of the following in the order listed below as applicable:
  - The reimbursement rate as determined by a state *All Payer Model Agreement*.
  - The reimbursement rate as determined by state law.
  - The initial payment made by the Claims Administrator, or the amount subsequently agreed to by the non-Network provider and the Claims Administrator.
  - The amount determined by *Independent Dispute Resolution (IDR)*.

For the purpose of this provision, "certain Network facilities" are limited to a hospital (as defined in 1861(e) of the Social Security Act), a hospital outpatient department, a critical access hospital (as defined in 1861(mm)(1) of the Social Security Act), an ambulatory surgical center as described in section 1833(i)(1)(A) of the Social Security Act, and any other facility specified by the Secretary.

**IMPORTANT NOTICE:** For Ancillary Services, non-Ancillary Services provided without notice and consent, and non-Ancillary Services for unforeseen or urgent medical needs that arise at the time a service is provided for which notice and consent has been satisfied, you are not responsible, and a non-Network Physician may not bill you, for amounts in excess of your applicable Copayment, Coinsurance or deductible which is based on the Recognized Amount as defined in the SPD.

■ **For Emergency Health Services provided by a non-Network provider,** the Eligible Expense is based on one of the following in the order listed below as applicable:

- The reimbursement rate as determined by a state *All Payer Model Agreement*.
- The reimbursement rate as determined by state law.
- The initial payment made by the Claims Administrator, or the amount subsequently agreed to by the non-Network provider and the Claims Administrator.
- The amount determined by *Independent Dispute Resolution (IDR)*.

**IMPORTANT NOTICE:** You are not responsible, and a non-Network provider may not bill you, for amounts in excess of your applicable Copayment, Coinsurance or deductible which is based on the Recognized Amount as defined in the SPD.

■ **For Air Ambulance transportation provided by a non-Network provider,** the Eligible Expense is based on one of the following in the order listed below as applicable:

- The reimbursement rate as determined by a state *All Payer Model Agreement*.
- The reimbursement rate as determined by state law.
- The initial payment made by the Claims Administrator, or the amount subsequently agreed to by the non-Network provider and the Claims Administrator.
- The amount determined by *Independent Dispute Resolution (IDR)*.

**IMPORTANT NOTICE:** You are not responsible, and a non-Network provider may not bill you, for amounts in excess of your Copayment, Coinsurance or deductible which is based on the rates that would apply if the service was provided by a Network provider which is based on the Recognized Amount as defined in the SPD.

■ **For Emergency ground ambulance transportation provided by a non-Network provider,** the Eligible Expense, which includes mileage, is a rate agreed upon by the non-Network provider or, unless a different amount is required by applicable law, determined based upon the median amount negotiated with Network providers for the same or similar service.

**IMPORTANT NOTICE:** Non-Network providers may bill you for any difference between the provider's billed charges and the Eligible Expense described here.

**When Covered Health Services are received from a non-Network provider, except as described above, Eligible Expense are determined as follows:** an amount negotiated

by the Claims Administrator, a specific amount required by law (when required by law), or an amount the Claims Administrator has determined is typically accepted by a healthcare provider for the same or similar service. The Plan will not pay excessive charges. You are responsible for paying, directly to the non-Network provider, the applicable Coinsurance, Copayment or any deductible. Please contact the Claims Administrator if you are billed for amounts in excess of your applicable Coinsurance, Copayment or any deductible to access the Advocacy Services as described below. Following the conclusion of the Advocacy Services described below, any responsibility to pay more than the Eligible Expense (which includes your Coinsurance, Copayment, and deductible) is yours.

### ***Advocacy Services***

The Plan has contracted with UnitedHealthcare to provide advocacy services on your behalf with respect to non-Network providers that have questions about the Eligible Expenses and how UnitedHealthcare determined those amounts. Please call UnitedHealthcare at the number on your ID card to access these advocacy services, or if you are billed for amounts in excess of your applicable coinsurance or copayment. In addition, if UnitedHealthcare, or its designee, reasonably concludes that the particular facts and circumstances related to a claim provide justification for reimbursement greater than that which would result from the application of the Eligible Expense, and UnitedHealthcare, or its designee, determines that it would serve the best interests of the Plan and its Participants (including interests in avoiding costs and expenses of disputes over payment of claims), UnitedHealthcare, or its designee, may use its sole discretion to increase the Eligible Expense for that particular claim.

#### **Don't Forget Your ID Card**

Remember to show your ID card every time you receive health care services from a provider. If you do not show your ID card, a provider has no way of knowing that you are enrolled under the Plan.

### **Annual Deductible**

The Annual Deductible is the amount of Eligible Expenses, or the Recognized Amount when applicable, you must pay each calendar year for Covered Health Services before you are eligible to begin receiving Benefits. There are separate Network and non-Network Annual Deductibles for this Plan. The amounts you pay toward your Annual Deductible accumulate over the course of the calendar year.

The Annual Deductible applies to all Covered Health Services under the Plan, including Covered Health Services provided under your outpatient prescription drug plan.

Amounts paid toward the Annual Deductible for Covered Health Services that are subject to a visit or day limit will also be calculated against that maximum benefit limit. As a result, the limited benefit will be reduced by the number of days or visits you used toward meeting the Annual Deductible.

**Coinsurance**

Coinsurance is the percentage of Eligible Expenses or the Recognized Amount that you are responsible for paying. Coinsurance is a fixed percentage that applies to certain Covered Health Services after you meet the Annual Deductible.

**Out-of-Pocket Maximum**

The annual Out-of-Pocket Maximum is the most you pay each calendar year for Covered Health Services. There are separate Network and non-Network Out-of-Pocket Maximums for this Plan. If your eligible out-of-pocket expenses in a calendar year exceed the annual maximum, the Plan pays 100% of Eligible Expenses for Covered Health Services through the end of the calendar year.

The Out-of-Pocket Maximum applies to all Covered Health Services under the Plan, including Covered Health Services provided under your outpatient prescription drug plan.

The following table identifies what does and does not apply toward your Network and non-Network Out-of-Pocket Maximums:

Plan Features	Applies to the Network Out-of-Pocket Maximum?	Applies to the Non-Network Out-of-Pocket Maximum?
Payments toward the Annual Deductible	Yes	No
Coinsurance Payments	Yes	No
Charges for non-Covered Health Services	No	No
The amounts of any reductions in Benefits you incur by not obtaining prior authorization as required	No	No
Charges that exceed Eligible Expenses, or the Recognized Amount when applicable.	No	No

## SECTION 4 - PERSONAL HEALTH SUPPORT AND PRIOR AUTHORIZATION

### What this section includes:

- An overview of the Personal Health Support program.
- Covered Health Services which Require Prior Authorization.

### Care Management

When you seek prior authorization as required, the Claims Administrator will work with you to implement the care management process and to provide you with information about additional services that are available to you, such as disease management programs, health education, and patient advocacy.

UnitedHealthcare provides a program called Personal Health Support designed to encourage personalized, efficient care for you and your covered Dependents.

Personal Health Support Nurses center their efforts on prevention, education, and closing any gaps in your care. The goal of the program is to ensure you receive the most appropriate and cost-effective services available.

If you are living with a chronic condition or dealing with complex health care needs, UnitedHealthcare may assign to you a primary nurse, referred to as a Personal Health Support Nurse, to guide you through your treatment. This assigned nurse will answer questions, explain options, identify your needs, and may refer you to specialized care programs. The Personal Health Support Nurse will provide you with their telephone number so you can call them with questions about your conditions, or your overall health and well-being.

Personal Health Support Nurses will provide a variety of different services to help you and your covered family members receive appropriate medical care. Program components are subject to change without notice. When the Claims Administrator is called as required, they will work with you to implement the Personal Health Support process and to provide you with information about additional services that are available to you, such as disease management programs, health education, and patient advocacy. As of the publication of this SPD, the Personal Health Support program includes:

- **Admission counseling** - Personal Health Support Nurses are available to help you prepare for a successful surgical admission and recovery. Call the number on your ID card for support.
- **Inpatient care management** - If you are hospitalized, a Personal Health Support Nurse will work with your Physician to make sure you are getting the care you need and that your Physician's treatment plan is being carried out effectively.
- **Readmission Management** - This program serves as a bridge between the Hospital and your home if you are at high risk of being readmitted. After leaving the Hospital, if you have a certain chronic or complex condition, you may receive a phone call from a Personal Health Support Nurse to confirm that medications, needed equipment, or

follow-up services are in place. The Personal Health Support Nurse will also share important health care information, reiterate and reinforce discharge instructions, and support a safe transition home.

- **Risk Management** - Designed for participants with certain chronic or complex conditions, this program addresses such health care needs as access to medical specialists, medication information, and coordination of equipment and supplies. Participants may receive a phone call from a Personal Health Support Nurse to discuss and share important health care information related to the participant's specific chronic or complex condition.
- **Cancer Management** - You have the opportunity to engage with a nurse that specializes in cancer, education and guidance throughout your care path.
- **Kidney Management** - You have the opportunity to engage with a nurse that specializes in kidney disease, education and guidance with CKD stage 4/5 or ESRD throughout your care path.

If you do not receive a call from a Personal Health Support Nurse but feel you could benefit from any of these programs, please call the number on your ID card.

### **Prior Authorization**

UnitedHealthcare requires prior authorization for certain Covered Health Services. Network Primary Physicians and other Network providers are responsible for obtaining prior authorization before they provide these services to you.

It is recommended that you confirm with the Claims Administrator that all Covered Health Services listed in Section 6, *Additional Coverage Details* have been prior authorized as required. Before receiving these services from a Network provider, you may want to contact the Claims Administrator to verify that the Hospital, Physician and other providers are Network providers and that they have obtained the required prior authorization. Network facilities and Network providers cannot bill you for services they fail to prior authorize as required. You can contact the Claims Administrator by calling the number on your ID card.

When you choose to receive certain Covered Health Services from non-Network providers, you are responsible for obtaining prior authorization before you receive these services. Note that your obligation to obtain prior authorization is also applicable when a non-Network provider intends to admit you to a Network facility or refers you to other Network providers.

**To obtain prior authorization, call the number on your ID card.** This call starts the utilization review process. Once you have obtained the authorization, please review it carefully so that you understand what services have been authorized and what providers are authorized to deliver the services that are subject to the authorization.

The utilization review process is a set of formal techniques designed to monitor the use of, or evaluate the clinical necessity, appropriateness, efficacy, or efficiency of, health care services, procedures or settings. Such techniques may include ambulatory review, prospective

review, second opinion, certification, concurrent review, case management, discharge planning, retrospective review or similar programs.

**Contacting UnitedHealthcare or Personal Health Support is easy.**  
Simply call the number on your ID card.

Network providers are responsible for obtaining prior authorization from the Claims Administrator before they provide certain services to you.

When you choose to receive certain Covered Health Services from non-Network providers, you are responsible for obtaining prior authorization from the Claims Administrator before you receive these services. In many cases, your Non-Network Benefits will be reduced if the Claims Administrator has not provided prior authorization.

Services for which you are required to obtain prior authorization are identified in Section 6, *Additional Coverage Details*, within each Covered Health Service Benefit description. Please note that prior authorization timelines apply. Refer to the applicable Benefit description to determine how far in advance you must obtain prior authorization.

### **Special Note Regarding Medicare**

If you are enrolled in Medicare on a primary basis (Medicare pays before the Plan pays Benefits) the prior authorization requirements do not apply to you. Since Medicare is the primary payer, the Plan will pay as secondary payer as described in Section 10, *Coordination of Benefits (COB)*. You are not required to obtain authorization before receiving Covered Health Services.



## SECTION 5 - PLAN HIGHLIGHTS

**What this section includes:**

- Payment Terms and Features.
- Schedule of Benefits.

### Payment Terms and Features

The table below provides an overview of the Plan's Annual Deductible and Out-of-Pocket Maximum.

Plan Features	Network Amounts	Non-Network Amounts
<p><b>Annual Deductible</b></p> <ul style="list-style-type: none"> <li>■ Individual.</li> <li>■ Family (cumulative Annual Deductible).</li> </ul> <p>The Plan does not require that you or a covered Dependent meet the individual Deductible in order to satisfy the family Deductible. If more than one person in a family is covered under the Plan, the individual coverage Deductible stated in this table above does not apply. Instead, the family Deductible applies and no one in the family is eligible to receive Benefits until the family Deductible is satisfied.</p> <p>The Annual Deductible applies to all Covered Health Services under the Plan, including Covered Health Services provided under your outpatient prescription drug plan.</p> <p><b>Coupons:</b> The Plan Sponsor may not permit certain coupons or offers from pharmaceutical manufacturers or an affiliate to apply to your Annual Deductible.</p>	<p>\$1,500</p> <p>\$3,000</p>	<p>\$3,000</p> <p>\$6,000</p>

Plan Features	Network Amounts	Non-Network Amounts
<p><b>Annual Out-of-Pocket Maximum</b></p> <ul style="list-style-type: none"> <li>■ Individual (single coverage).</li> <li>■ Family (cumulative Out-of-Pocket Maximum).</li> </ul> <p>The Plan does not require that you or a covered Dependent meet the individual Out-of-Pocket Maximum in order to satisfy the family Out-of-Pocket Maximum. If more than one person in a family is covered under the Plan, the individual coverage Out-of-Pocket Maximum stated in this table above does not apply. Instead, for family coverage the family Out-of-Pocket Maximum applies.</p> <p>The Annual Deductible applies toward the Out-of-Pocket Maximum for all Covered Health Services.</p> <p>The Annual Out-of-Pocket Maximum applies to all Covered Health Services under the Plan, including Covered Health Services provided under your outpatient prescription drug plan.</p> <p><b>Coupons:</b> The Plan Sponsor may not permit certain coupons or offers from pharmaceutical manufacturers or an affiliate to apply to your Annual Out-of-Pocket Maximum.</p>	<p>\$3,000</p> <p>\$6,000</p>	<p>Not Applicable</p> <p>Not Applicable</p>

Plan Features	Network Amounts	Non-Network Amounts
<p><b>Lifetime Maximum Benefit</b></p> <p>There is no dollar limit to the amount the Plan will pay for essential Benefits during the entire period you are enrolled in this Plan.</p> <p>Generally the following are considered to be essential benefits under the <i>Patient Protection and Affordable Care Act</i>:</p> <p>Ambulatory patient services; emergency services, hospitalization; maternity and newborn care; mental health and substance-related and addictive disorders services (including behavioral health treatment); prescription drug products; rehabilitative and habilitative services and devices; laboratory services; preventive and wellness services and chronic disease management; and pediatric services (including oral and vision care).</p>	<p>Unlimited</p>	

## Schedule of Benefits

This table provides an overview of the Plan's coverage levels. For detailed descriptions of your Benefits, refer to Section 6, *Additional Coverage Details*.

Amounts which you are required to pay as shown below in the *Schedule of Benefits* are based on *Eligible Expenses* or, for specific Covered Health Services as described in the definition of Recognized Amount in Section 14, *Glossary*.

Covered Health Services <sup>1</sup>	Benefit <i>(The Amount Payable by the Plan based on Eligible Expenses)</i>	
	Network	Non-Network
<b>Acupuncture Services</b>	80% after you meet the Annual Deductible	60% after you meet the Annual Deductible
<b>Ambulance Services</b> <ul style="list-style-type: none"> <li>■ Emergency Ambulance. Eligible Expenses for ground and Air Ambulance transport provided by a non-Network provider will be determined as described in Section 3, <i>How the Plan Works</i>.</li> <li>■ Non-Emergency Ambulance. Ground or Air Ambulance, as the Claims Administrator determines appropriate. Eligible Expenses for ground and Air Ambulance transport provided by a Non-Network provider will be determined as described in Section 3, <i>How the Plan Works</i>.</li> </ul>	<i>Ground and/ or Air Ambulance</i> 80% after you meet the Annual Deductible	<i>Ground and/ or Air Ambulance</i> Same as Network  <i>Ground Ambulance</i> 60% after you meet the Annual Deductible
<b>Cellular and Gene Therapy</b> For Network Benefits, Cellular or Gene Therapy services must be received from a Designated Provider.	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this section.	Non-Network Benefits are not available.

Covered Health Services <sup>1</sup>	Benefit <i>(The Amount Payable by the Plan based on Eligible Expenses)</i>	
	Network	Non-Network
<p><b>Clinical Trials</b></p> <p>Benefits are available when the Covered Health Services are provided by either Network or non-Network providers.</p>	<p>Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this section.</p>	<p>Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this section.</p>
<p><b>Congenital Heart Disease (CHD) Surgeries</b></p> <p>Network and Non-Network Benefits under this section include only the inpatient facility charges for the congenital heart disease (CHD) surgery. Depending upon where the Covered Health Service is provided, Benefits for diagnostic services, cardiac catheterization and non-surgical management of CHD will be the same as those stated under each Covered Health Service category in this section.</p>	<p>80% after you meet the Annual Deductible</p>	<p>60% after you meet the Annual Deductible</p>
<p><b>Dental Services - Accident Only</b></p>	<p>80% after you meet the Annual Deductible</p>	<p>Same as Network</p>
<p><b>Diabetes Services</b></p> <p>Diabetes Self-Management and Training/ Diabetic Eye Examinations/Foot Care</p>	<p>Depending upon where the Covered Health Service is provided, Benefits for diabetes self-management and training/diabetic eye examinations/foot care will be paid the same as those stated under each Covered Health Service</p>	<p>Depending upon where the Covered Health Service is provided, Benefits for diabetes self-management and training/diabetic eye examinations/foot care will be paid the same as those stated under each Covered Health Service</p>

Covered Health Services <sup>1</sup>	Benefit <i>(The Amount Payable by the Plan based on Eligible Expenses)</i>	
	Network	Non-Network
<p>Diabetes Self-Management Items</p> <ul style="list-style-type: none"> <li>■ Diabetes equipment.</li> </ul>	<p>category in this section.</p> <p>Benefits for diabetes equipment will be the same as those stated under <i>Durable Medical Equipment</i> in this section.</p>	<p>category in this section.</p> <p>Benefits for diabetes equipment will be the same as those stated under <i>Durable Medical Equipment</i> in this section.</p>
<p><b>Durable Medical Equipment (DME), Orthotics and Supplies</b></p>	<p>80% after you meet the Annual Deductible</p>	<p>60% after you meet the Annual Deductible</p>
<p><b>Emergency Health Services - Outpatient</b></p> <p>If you are admitted as an inpatient to a Hospital directly from the Emergency room, you will not have to pay this Copay and/or deductible. The Benefits for an Inpatient Stay in a Hospital will apply instead. This does not apply to services provided to stabilize an Emergency after admission to a Hospital.</p>	<p>80% after you meet the Annual Deductible</p>	<p>Same as Network</p>
<p><b>Fertility Preservation for Iatrogenic Infertility</b></p> <p>See Section 6, <i>Additional Coverage Details</i>, for limits.</p>	<p>80% after you meet the Annual Deductible</p>	<p>60% after you meet the Annual Deductible</p>
<p><b>Hearing Aids</b></p> <p>See Section 6, <i>Additional Coverage Details</i>, for limits.</p>	<p>80% after you meet the Annual Deductible</p>	<p>60% after you meet the Annual Deductible</p>
<p><b>Home Health Care</b></p> <p>See Section 6, <i>Additional Coverage Details</i>, for limits.</p> <p>To receive Network Benefits for the administration of intravenous infusion,</p>	<p>80% after you meet the Annual Deductible</p>	<p>60% after you meet the Annual Deductible</p>

Covered Health Services <sup>1</sup>	Benefit <i>(The Amount Payable by the Plan based on Eligible Expenses)</i>	
	Network	Non-Network
you must receive services from a provider UnitedHealthcare identifies.		
<b>Hospice Care</b>	80% after you meet the Annual Deductible	60% after you meet the Annual Deductible
<b>Hospital - Inpatient Stay</b>	80% after you meet the Annual Deductible	60% after you meet the Annual Deductible
<b>Infertility Services</b>	80% after you meet the Annual Deductible	60% after you meet the Annual Deductible
<b>Lab, X-Ray and Diagnostics - Outpatient</b>		
<ul style="list-style-type: none"> <li>■ Lab Testing - Outpatient.</li> </ul>	80% after you meet the Annual Deductible	60% after you meet the Annual Deductible
<ul style="list-style-type: none"> <li>■ X-Ray and Other Diagnostic Testing - Outpatient.</li> </ul>	80% after you meet the Annual Deductible	60% after you meet the Annual Deductible
<b>Lab, X-Ray and Major Diagnostics – CT, PET, MRI, MRA and Nuclear Medicine - Outpatient</b>	80% after you meet the Annual Deductible	60% after you meet the Annual Deductible
<b>Mental Health Services</b>		
<ul style="list-style-type: none"> <li>■ Inpatient.</li> </ul>	80% after you meet the Annual Deductible	60% after you meet the Annual Deductible
<ul style="list-style-type: none"> <li>■ Office.</li> </ul>	80% after you meet the Annual Deductible	60% after you meet the Annual Deductible
<ul style="list-style-type: none"> <li>■ Outpatient</li> </ul>	80% for Partial Hospitalization/Intensive Outpatient Treatment after you	60% for Partial Hospitalization/Intensive Outpatient Treatment after you

Covered Health Services <sup>1</sup>	Benefit <i>(The Amount Payable by the Plan based on Eligible Expenses)</i>	
	Network	Non-Network
	meet the Annual Deductible	meet the Annual Deductible
<ul style="list-style-type: none"> <li>■ Virtual Behavioral Health</li> </ul>	<p><b>Designated Network (AbleTo Therapy360)</b></p> <p>100% after you meet the Annual Deductible; Benefits for the Initial Consultation will be paid at 100%</p>	Not Covered
<p><b>Neurobiological Disorders - Autism Spectrum Disorder Services</b></p> <ul style="list-style-type: none"> <li>■ Inpatient.</li> <li>■ Office.</li> <li>■ Outpatient</li> </ul>	<p>80% after you meet the Annual Deductible</p> <p>80% after you meet the Annual Deductible</p> <p>80% for Partial Hospitalization/Intensive Outpatient Treatment after you meet the Annual Deductible</p>	<p>60% after you meet the Annual Deductible</p> <p>60% after you meet the Annual Deductible</p> <p>60% for Partial Hospitalization/Intensive Outpatient Treatment after you meet the Annual Deductible</p>
<p><b>Obesity Surgery</b></p> <p>For Network Benefits, obesity surgery must be received by a Designated Provider.</p>	<p>Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this section.</p>	<p>Non-Network Benefits are not available.</p>



Covered Health Services <sup>1</sup>	Benefit <i>(The Amount Payable by the Plan based on Eligible Expenses)</i>	
	Network	Non-Network
<b>Ostomy Supplies</b>	80% after you meet the Annual Deductible	60% after you meet the Annual Deductible
<b>Pharmaceutical Products - Outpatient</b>	80% after you meet the Annual Deductible	60% after you meet the Annual Deductible
<b>Physician Fees for Surgical and Medical Services</b>  Covered Health Services provided by a non-Network Physician in certain Network facilities will apply the same cost sharing (Copayment, Coinsurance and applicable deductible) as if those services were provided by a Network provider; however Eligible Expenses will be determined as described in Section 3, <i>How the Plan Works</i> , under <i>Eligible Expenses</i> .	80% after you meet the Annual Deductible	60% after you meet the Annual Deductible
<b>Physician's Office Services - Sickness and Injury</b>	80% after you meet the Annual Deductible	60% after you meet the Annual Deductible
<b>Pregnancy – Maternity Services</b>	Benefits will be the same as those stated under each Covered Health Service category in this section.	Benefits will be the same as those stated under each Covered Health Service category in this section.
<b>Preimplantation Genetic Testing (PGT) and Related Services</b>  See Section 6, <i>Additional Coverage Details</i> , for limits.	80% after you meet the Annual Deductible	60% after you meet the Annual Deductible
<b>Preventive Care Services</b>  ■ Physician Office Services.	100%	60% after you meet the Annual Deductible

Covered Health Services <sup>1</sup>	Benefit <i>(The Amount Payable by the Plan based on Eligible Expenses)</i>	
	Network	Non-Network
<ul style="list-style-type: none"> <li>■ Lab, X-ray or Other Preventive Tests.</li> <li>■ Breast Pumps.</li> </ul>	100%	60% after you meet the Annual Deductible
<p><b>Private Duty Nursing - Outpatient</b> See Section 6, <i>Additional Coverage Details</i>, for limits.</p>	80% after you meet the Annual Deductible	60% after you meet the Annual Deductible
<b>Prosthetic Devices</b>	80% after you meet the Annual Deductible	60% after you meet the Annual Deductible
<b>Reconstructive Procedures</b>	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this section.	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this section.
<p><b>Rehabilitation Services - Outpatient Therapy and Manipulative Treatment</b> See Section 6, <i>Additional Coverage Details</i>, for visit limits.</p>	80% after you meet the Annual Deductible	60% after you meet the Annual Deductible
<b>Scopic Procedures - Outpatient Diagnostic and Therapeutic</b>	80% after you meet the Annual Deductible	60% after you meet the Annual Deductible
<p><b>Skilled Nursing Facility/Inpatient Rehabilitation Facility Services</b> See Section 6, <i>Additional Coverage Details</i>, for limits.</p>	80% after you meet the Annual Deductible	60% after you meet the Annual Deductible

Covered Health Services <sup>1</sup>	Benefit <i>(The Amount Payable by the Plan based on Eligible Expenses)</i>	
	Network	Non-Network
<b>Substance-Related and Addictive Disorders Services</b> <ul style="list-style-type: none"> <li>■ Inpatient.</li> <li>■ Office.</li> <li>■ Outpatient</li> </ul>	<p>80% after you meet the Annual Deductible</p> <p>80% after you meet the Annual Deductible</p> <p>80% for Partial Hospitalization/Intensive Outpatient Treatment after you meet the Annual Deductible</p>	<p>60% after you meet the Annual Deductible</p> <p>60% after you meet the Annual Deductible</p> <p>60% for Partial Hospitalization/Intensive Outpatient Treatment after you meet the Annual Deductible</p>
<b>Surgery - Outpatient</b>	80% after you meet the Annual Deductible	60% after you meet the Annual Deductible
<b>Temporomandibular Joint (TMJ) Services</b>	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this section.	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this section.
<b>Therapeutic Treatments - Outpatient</b>	80% after you meet the Annual Deductible	60% after you meet the Annual Deductible
<b>Transplantation Services</b>	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered

Covered Health Services <sup>1</sup>	Benefit <i>(The Amount Payable by the Plan based on Eligible Expenses)</i>	
	Network	Non-Network
	Service category in this section.	Health Service category in this section.
<b>Urgent Care Center Services</b>	80% after you meet the Annual Deductible	60% after you meet the Annual Deductible
<b>Virtual Care Services</b> Network Benefits are available only when services are delivered through a Designated Virtual Network Provider. You can find a Designated Virtual Network Provider by going to <a href="http://www.myuhc.com">www.myuhc.com</a> or by calling the telephone number on your ID card.	80% after you meet the Annual Deductible	Non-Network Benefits are not available.

<sup>1</sup>Please obtain prior authorization before receiving Covered Health Services, as described in Section 6, *Additional Coverage Details*.

## SECTION 6 - ADDITIONAL COVERAGE DETAILS

### What this section includes:

- Covered Health Services for which the Plan pays Benefits.
- Covered Health Services that require you to obtain prior authorization before you receive them, and any reduction in Benefits that may apply if you do not call to obtain prior authorization.

This section supplements the second table in Section 5, *Plan Highlights*.

While the table provides you with Benefit limitations along with Coinsurance and Annual Deductible information for each Covered Health Service, this section includes descriptions of the Benefits. These descriptions include any additional limitations that may apply, as well as Covered Health Services for which you must obtain prior authorization from the Claims Administrator as required. The Covered Health Services in this section appear in the same order as they do in the table for easy reference. Services that are not covered are described in Section 8, *Exclusions and Limitations*.

Benefits are provided for services delivered via Telehealth/Telemedicine. Benefits are also provided for Remote Physiologic Monitoring. Benefits for these services are provided to the same extent as an in-person service under any applicable Benefit category in this section unless otherwise specified in the table.

### Acupuncture Services

Acupuncture services provided in an office setting for the following conditions:

- Pain therapy.
- Anesthetic that is related to surgery.

Benefits are provided regardless of whether the office is free-standing, located in a clinic or located in a Hospital.

Acupuncture services must be performed by a provider who is either:

- Practicing within the scope of their license (if state license is available); or
- Certified by a national accrediting body.

### Did you know...

You generally pay less out-of-pocket when you use a Network provider?

### Ambulance Services

The Plan covers Emergency ambulance services and transportation provided by a licensed ambulance service to the nearest Hospital that offers Emergency Health Services. See Section 14, *Glossary* for the definition of Emergency.

Ambulance service by air is covered in an Emergency if ground transportation is impossible; or would put your life or health in serious jeopardy. If special circumstances exist, UnitedHealthcare may pay Benefits for Emergency air transportation to a Hospital that is not the closest facility to provide Emergency Health Services.

The Plan also covers non-Emergency transportation provided by a licensed professional ambulance (either ground or air ambulance, as UnitedHealthcare determines appropriate) between facilities when the transport is:

- From a non-Network Hospital to a Network Hospital.
- To a Hospital that provides a higher level of care that was not available at the original Hospital.
- To a more cost-effective acute care facility.
- From an acute facility to a sub-acute setting.

#### **Prior Authorization Requirement**

In most cases, the Claims Administrator will initiate and direct non-Emergency ambulance transportation. For Non-Network Benefits, if you are requesting non-Emergency air ambulance services, (including any affiliated non-Emergency ground ambulance transport in conjunction with non-Emergency air ambulance transport), you must obtain prior authorization as soon as possible before transport.

If you fail to obtain prior authorization from the Claims Administrator, Benefits will be subject to a \$500 reduction.

### **Cellular and Gene Therapy**

Cellular Therapy and Gene Therapy received on an inpatient or outpatient basis at a Hospital or on an outpatient basis at an Alternate Facility or in a Physician's office.

Benefits for CAR-T therapy for malignancies are provided as described under *Transplantation Services*. **Clinical Trials**

Benefits are available for routine patient care costs incurred during participation in a qualifying Clinical Trial for the treatment of:

- Cancer or other life-threatening disease or condition. For purposes of this benefit, a life-threatening disease or condition is one from which the likelihood of death is probable unless the course of the disease or condition is interrupted.
- Cardiovascular disease (cardiac/stroke) which is not life threatening, for which, as UnitedHealthcare determines, a Clinical Trial meets the qualifying Clinical Trial criteria stated below.
- Surgical musculoskeletal disorders of the spine, hip and knees, which are not life threatening, for which, as UnitedHealthcare determines, a Clinical Trial meets the qualifying Clinical Trial criteria stated below.

- Other diseases or disorders which are not life threatening for which, as UnitedHealthcare determines, a Clinical Trial meets the qualifying Clinical Trial criteria stated below.

Benefits include the reasonable and necessary items and services used to prevent, diagnose and treat complications arising from participation in a qualifying Clinical Trial.

Benefits are available only when the Covered Person is clinically eligible for participation in the qualifying Clinical Trial as defined by the researcher.

Routine patient care costs for qualifying Clinical Trials include:

- Covered Health Services for which Benefits are typically provided absent a Clinical Trial.
- Covered Health Services required solely for the provision of the Experimental or Investigational Service(s) or item, the clinically appropriate monitoring of the effects of the service or item, or the prevention of complications.
- Covered Health Services needed for reasonable and necessary care arising from the provision of an Experimental or Investigational Service(s) or item.

Routine costs for Clinical Trials do not include:

- The Experimental or Investigational Service(s) or item. The only exceptions to this are:
  - Certain *Category B* devices.
  - Certain promising interventions for patients with terminal illnesses.
  - Other items and services that meet specified criteria in accordance with UnitedHealthcare's medical and drug policies.
- Items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient.
- A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.
- Items and services provided by the research sponsors free of charge for any person enrolled in the trial.

With respect to cancer or other life-threatening diseases or conditions, a qualifying Clinical Trial is a Phase I, Phase II, Phase III, or Phase IV Clinical Trial that is conducted in relation to the prevention, detection or treatment of cancer or other life-threatening disease or condition and which meets any of the following criteria in the bulleted list below.

With respect to cardiovascular disease, musculoskeletal disorders of the spine, hip and knees and other diseases or disorders which are not life-threatening, a qualifying Clinical Trial is a Phase I, Phase II, or Phase III Clinical Trial that is conducted in relation to the detection or treatment of such non-life-threatening disease or disorder and which meets any of the following criteria in the bulleted list below.

- Federally funded trials. The study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:

- *National Institutes of Health (NIH)*. (Includes *National Cancer Institute (NCI)*).
  - *Centers for Disease Control and Prevention (CDC)*.
  - *Agency for Healthcare Research and Quality (AHRQ)*.
  - *Centers for Medicare and Medicaid Services (CMS)*.
  - A cooperative group or center of any of the entities described above or the *Department of Defense (DOD)* or the *Veterans Administration (VA)*.
  - A qualified non-governmental research entity identified in the guidelines issued by the *National Institutes of Health* for center support grants.
  - The *Department of Veterans Affairs*, the *Department of Defense* or the *Department of Energy* as long as the study or investigation has been reviewed and approved through a system of peer review that is determined by the *Secretary of Health and Human Services* to meet both of the following criteria:
    - ◆ Comparable to the system of peer review of studies and investigations used by the *National Institutes of Health*.
    - ◆ Ensures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review.
- The study or investigation is conducted under an investigational new drug application reviewed by the *U.S. Food and Drug Administration*.
  - The study or investigation is a drug trial that is exempt from having such an investigational new drug application.
  - The Clinical Trial must have a written protocol that describes a scientifically sound study and have been approved by all relevant institutional review boards (IRBs) before participants are enrolled in the trial. UnitedHealthcare may, at any time, request documentation about the trial.
  - The subject or purpose of the trial must be the evaluation of an item or service that meets the definition of a Covered Health Service and is not otherwise excluded under the Plan.

**Prior Authorization Requirement**

For Non-Network Benefits you must obtain prior authorization as soon as the possibility of participation in a Clinical Trial arises. If you fail to obtain prior authorization as required, Benefits will be subject to a \$500 reduction.

**Congenital Heart Disease (CHD) Surgeries**

The Plan pays Benefits for CHD surgeries which are ordered by a Physician. CHD surgical procedures include surgeries to treat conditions such as coarctation of the aorta, aortic stenosis, tetralogy of fallot, transposition of the great vessels and hypoplastic left or right heart syndrome.

UnitedHealthcare has specific guidelines regarding Benefits for CHD services. Contact UnitedHealthcare at the number on your ID card for information about these guidelines.

The Plan pays Benefits for CHD services ordered by a Physician and received at a facility participating in the CHD Resource Services program. Benefits include the facility charge and



the charge for supplies and equipment. Benefits for Physician services are described under *Physician Fees for Surgical and Medical Services*.

Surgery may be performed as open or closed surgical procedures or may be performed through interventional cardiac catheterization.

Benefits are available for the following CHD services:

- Outpatient diagnostic testing.
- Evaluation.
- Surgical interventions.
- Interventional cardiac catheterizations (insertion of a tubular device in the heart).
- Fetal echocardiograms (examination, measurement and diagnosis of the heart using ultrasound technology).
- Approved fetal interventions.

CHD services other than those listed above are excluded from coverage, unless determined by the Claims Administrator to be proven procedures for the involved diagnoses. Contact CHD Resource Services at 1-888-936-7246 before receiving care for information about CHD services. More information is also available at [www.myoptumhealthcomplexmedical.com](http://www.myoptumhealthcomplexmedical.com).

If you receive CHD services from a facility that is not a Designated Provider, the Plan pays Benefits as described under:

- Physician's Office Services - Sickness and Injury.
- Physician Fees for Surgical and Medical Services.
- Scopic Procedures - Outpatient Diagnostic and Therapeutic.
- Therapeutic Treatments - Outpatient.
- Hospital - Inpatient Stay.
- Surgery - Outpatient.

To receive Benefits under the CHD program, you must contact CHD Resource Services at 1-888-936-7246 prior to obtaining Covered Health Services. The Plan will only pay Benefits under the CHD program if CHD provides the proper notification to the Designated Provider performing the services (even if you self-refer to a provider in that Network).

**Prior Authorization Requirement**

For Non-Network Benefits, you must obtain prior authorization as soon as the possibility of a CHD surgery arises. If you fail to obtain prior authorization from the Claims Administrator as required, Benefits will be subject to a \$500 reduction.

It is important that you notify the Claims Administrator regarding your intention to have surgery. Your notification will open the opportunity to become enrolled in programs that are designed to achieve the best outcomes for you.

### **Dental Services - Accident Only**

Dental services are covered by the Plan when all of the following are true:

- Treatment is necessary because of accidental damage.
- Dental services are received from a Doctor of Dental Surgery or a Doctor of Medical Dentistry.
- The dental damage is severe enough that initial contact with a Physician or dentist occurs within 72 hours of the accident. (You may request an extension of this time period provided that you do so within 60 days of the Injury and if extenuating circumstances exist due to the severity of the Injury.)

Please note that dental damage that occurs as a result of normal activities of daily living or extraordinary use of the teeth is not considered having occurred as an accident. Benefits are not available for repairs to teeth that are damaged as a result of such activities.

The Plan also covers dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition limited to:

- Dental services related to medical transplant procedures.
- Initiation of immunosuppressive (medication used to reduce inflammation and suppress the immune system).
- Direct treatment of acute traumatic Injury, cancer or cleft palate.

Dental services to repair the damage caused by accidental Injury must conform to the following time-frames: Treatment is started within three months of the accident, or if not a Covered Person at the time of the accident, within the first three months of coverage under the Plan, unless extenuating circumstances exist (such as prolonged hospitalization or the presence of fixation wires from fracture care), Treatment must be completed within 12 months of the accident, or if not a Covered Person at the time of the accident, within the first 12 months of coverage under the Plan.

The Plan pays for treatment of accidental Injury limited to the following:

- Emergency examination.
- Necessary diagnostic X-rays.
- Endodontic (root canal) treatment.
- Temporary splinting of teeth.

- Prefabricated post and core.
- Simple minimal restorative procedures (fillings).
- Extractions.
- Post-traumatic crowns if such are the only clinically acceptable treatment.
- Replacement of lost teeth due to the Injury by implant, dentures or bridges.

## **Diabetes Services**

### ***Diabetes Self-Management and Training/Diabetic Eye Examinations/Foot Care***

Outpatient self-management training for the treatment of diabetes, education and medical nutrition therapy services. Services must be ordered by a Physician and provided by appropriately licensed or registered healthcare professionals.

Benefits also include medical eye examinations (dilated retinal examinations) and preventive foot care for diabetes.

### ***Diabetic Self-Management Items***

Insulin pumps and supplies for the management and treatment of diabetes, based upon your medical needs include:

- Insulin pumps are subject to all the conditions of coverage stated under *Durable Medical Equipment (DME), Orthotics and Supplies*.
- Blood glucose meters, including continuous glucose monitors.
- Insulin syringes with needles.
- Blood glucose and urine test strips.
- Ketone test strips and tablets.
- Lancets and lancet devices.

Benefits for diabetes equipment that meet the definition of Durable Medical Equipment are subject to the limit stated under *Durable Medical Equipment* in this section.

#### **Prior Authorization Requirement**

For Non-Network Benefits you must obtain prior authorization from the Claims Administrator before obtaining any Durable Medical Equipment for the management and treatment of diabetes that exceeds \$1,000 in cost (either retail purchase cost or cumulative retail rental cost of a single item). If you fail to obtain prior authorization from the Claims Administrator as required, Benefits will be subject to a \$500 reduction.

## **Durable Medical Equipment (DME), Orthotics and Supplies**

The Plan pays for Durable Medical Equipment (DME), Orthotics and Supplies that are:

- Ordered or provided by a Physician for outpatient use primarily in a home setting.

- Used for medical purposes.
- Not consumable or disposable except as needed for the effective use of covered Durable Medical Equipment.
- Not of use to a person in the absence of a disease or disability.
- Durable enough to withstand repeated use.

Benefits under this section include Durable Medical Equipment provided to you by a Physician. If more than one piece of DME can meet your functional needs, Benefits are available only for the equipment that meets the minimum specifications for your needs. If you purchase an item that exceeds these minimum specifications, the Plan will pay only the amount that the Plan would have paid for the item that meets the minimum specifications, and you will be responsible for paying any difference in cost. Benefits are provided for a single unit of DME (example: one insulin pump) and for repairs of that unit.

Examples of DME include but are not limited to:

- Oxygen and the rental of equipment to administer oxygen (including tubing, connectors and masks).
- Equipment to assist mobility, such as a standard wheelchair.
- A standard Hospital-type beds.
- Negative pressure wound therapy pumps (wound vacuums).
- Burn garments.
- Insulin pumps and all related necessary supplies as described under *Diabetes Services* in this section.
- Braces that stabilize an injured body part, including necessary adjustments to shoes to accommodate braces. Braces that stabilize an injured body part and braces to treat curvature of the spine are considered Durable Medical Equipment and are a Covered Health Service. Braces that straighten or change the shape of a body part are orthotic devices and are excluded from coverage. Dental braces are also excluded from coverage.
- Mechanical equipment necessary for the treatment of chronic or acute respiratory failure (except that air-conditioners, humidifiers, dehumidifiers, air purifiers and filters, and personal comfort items are excluded from coverage).
- External cochlear devices and systems. Surgery to place a cochlear implant is also covered by the Plan. Cochlear implantation can either be an inpatient or outpatient procedure. Benefits for cochlear implantation are provided under the applicable medical/surgical Benefit categories in this SPD. See *Hospital - Inpatient Stay, Rehabilitation Services - Outpatient Therapy*, and *Surgery - Outpatient* in this section.

Benefits include lymphedema stockings for the arm as required by the *Women's Health and Cancer Rights Act of 1998*.

Benefits also include dedicated speech generating devices and tracheo-esophageal voice devices required for treatment of severe speech impairment or lack of speech directly attributed to Sickness or Injury. Benefits for the purchase of these devices are available only after completing a required three-month rental period.

### *Orthotics*

Orthotic braces, including needed changes to shoes to fit braces. Braces that stabilize an injured body part and braces to treat curvature of the spine are a Covered Health Service.

Benefits under this section do not include any device, appliance, pump, machine, stimulator, or monitor that is fully implanted into the body. Implantable devices are a Covered Health Service for which Benefits are available under the applicable medical/surgical Covered Health Service categories in this *SPD*.

Benefits do not include:

- Any device, appliance, pump, machine, stimulator, or monitor that is fully implanted into the body. Implantable devices are a Covered Health Service for which Benefits are available under the applicable medical/surgical Covered Health Service categories in this *SPD*.
- Diagnostic or monitoring equipment purchased for home use, unless otherwise described as a Covered Health Service.
- Powered exoskeleton devices.

UnitedHealthcare will decide if the equipment should be purchased or rented.

**Note:** DME is different from prosthetic devices - see *Prosthetic Devices* in this section.

Benefits for dedicated speech generating devices and tracheo-esophageal voice devices are limited to the purchase of one device during the entire period of time a Covered Person is enrolled under the Plan.

To receive Network Benefits, you must obtain the Durable Medical Equipment or orthotic from the vendor UnitedHealthcare identifies or directly from the prescribing Network Physician.

Benefits are provided for the repair/replacement of a type of Durable Medical Equipment or orthotic once every three calendar years. Repair and/or replacement of DME or orthotics would apply to this limit in the same manner as a purchase. This limit does not apply to wound vacuums.

At UnitedHealthcare's discretion, replacements are covered for damage beyond repair with normal wear and tear, when repair costs exceed new purchase price, or when a change in the Covered Person's medical condition occurs sooner than the three-year timeframe. Repairs, including the replacement of essential accessories, such as hoses, tubes, mouth pieces, etc., for necessary DME are only covered when required to make the item/device serviceable and

the estimated repair expense does not exceed the cost of purchasing or renting another item/device. Requests for repairs may be made at any time and are not subject to the three-year timeline for replacement.

**Prior Authorization Requirement**

For Non-Network Benefits you must obtain prior authorization from the Claims Administrator before obtaining any DME or orthotic that costs more than \$1,000 (either retail purchase cost or cumulative retail rental cost of a single item). If you fail to obtain prior authorization from the Claims Administrator, as required, Benefits will be subject to a \$500 reduction.

**Emergency Health Services - Outpatient**

The Plan's Emergency services Benefit pays for outpatient treatment at a Hospital or Alternate Facility when required to stabilize a patient or initiate treatment.

Benefits under this section include the facility charge, supplies and all professional services required to stabilize your condition and/or initiate treatment. This includes placement in an observation bed for the purpose of monitoring your condition (rather than being admitted to a Hospital for an Inpatient Stay).

Network Benefits will be paid for an Emergency admission to a non-Network Hospital as long as the Claims Administrator is notified within two business days of the admission or on the same day of admission if reasonably possible after you are admitted to a non-Network Hospital. The Claims Administrator may elect to transfer you to a Network Hospital as soon as it is medically appropriate to do so. If you continue your stay in a non-Network Hospital after the date your Physician determines that it is medically appropriate to transfer you to a Network Hospital, Network Benefits will not be provided. Non-Network Benefits may be available if the continued stay is determined to be a Covered Health Service. Eligible Expenses will be determined as described under *Eligible Expenses* in Section 3, *How the Plan Works*.

Benefits under this section are available for services to treat a condition that does not meet the definition of an Emergency.

**Note:** If you are confined in a non-Network Hospital after you receive outpatient Emergency Health Services, you must notify the Claims Administrator within two business days or on the same day of admission if reasonably possible. The Claims Administrator may elect to transfer you to a Network Hospital as soon as it is medically appropriate to do so. If you choose to stay in the non-Network Hospital after the date the Claims Administrator decides a transfer is medically appropriate, Network Benefits will not be provided. Non-Network Benefits may be available if the continued stay is determined to be a Covered Health Service.

**Fertility Preservation for Iatrogenic Infertility**

Benefits are available for fertility preservation for medical reasons that cause irreversible infertility such as chemotherapy, radiation treatment, and bilateral oophorectomy due to

cancer. Services include the following procedures, when provided by or under the care or supervision of a Physician:

- Collection of sperm.
- Cryo-preservation of sperm.
- Ovarian stimulation, retrieval of eggs and fertilization.
- Oocyte cryo-preservation.
- Embryo cryo-preservation.

Benefits for medications related to the treatment of fertility preservation are provided as described under *Pharmaceutical Products - Outpatient* in this section.

Benefits are not available for embryo transfer.

Benefits are not available for long-term storage costs (greater than one year).

Any combination of Network Benefits and Non-Network Benefits are limited to \$20,000 per Covered Person during the entire period of time they are enrolled for coverage under the Plan. This Benefit limit will be the same as and combined with those stated under *Preimplantation Genetic Testing (PGT-M and PGT-SR) and Related Services*. Benefits are further limited to one cycle of fertility preservation for Iatrogenic Infertility per Covered Person during the entire period of time they are enrolled for coverage under the Plan.

## Hearing Aids

The Plan pays Benefits for hearing aids required for the correction of a hearing impairment (a reduction in the ability to perceive sound which may range from slight to complete deafness). Hearing aids are electronic amplifying devices designed to bring sound more effectively into the ear. A hearing aid consists of a microphone, amplifier and receiver.

If more than one type of hearing aid can meet your functional needs, Benefits are available only for the hearing aid that meets the minimum specifications for your needs. If you purchase a hearing aid that exceeds these minimum specifications, the Plan will pay only the amount that the Plan would have paid for the hearing aid that meets the minimum specifications, and you will be responsible for paying any difference in cost.

Benefits do not include bone anchored hearing aids. Bone anchored hearing aids are a Covered Health Service for which Benefits are available under the applicable medical/surgical Covered Health Services categories in this section only for Covered Persons who have either of the following:

- Craniofacial anomalies whose abnormal or absent ear canals preclude the use of a wearable hearing aid.
- Hearing loss of sufficient severity that it would not be adequately remedied by a wearable hearing aid.

Any combination of Network Benefits and Non-Network Benefits for hearing aids is limited to a \$1,000 maximum per Covered Person per calendar year. Benefits are limited to a single purchase (including repair/replacement) per hearing impaired ear every 4 years.

Bone-anchored and external hearing aids combined toward limit.

### **Home Health Care**

Covered Health Services are services that a Home Health Agency provides if you need care in your home due to the nature of your condition. Services must be:

- Ordered by a Physician.
- Provided by or supervised by a registered nurse in your home; or provided by either a home health aide or licensed practical nurse and supervised by a registered nurse.
- Not considered Custodial Care, as defined in Section 14, *Glossary*.
- Provided on a part-time, Intermittent Care schedule when Skilled Care is required. Refer to Section 14, *Glossary* for the definition of Skilled Care.

The Claims Administrator will determine if Skilled Care is needed by reviewing both the skilled nature of the service and the need for Physician-directed medical management. A service will not be determined to be "skilled" simply because there is not an available caregiver.

Any combination of Network Benefits and Non-Network Benefits is limited to 120 visits per Covered Person per calendar year. This limit is combined with the Private Duty Nursing – Outpatient limit. One visit equals four hours of Skilled Care services. This visit limit does not include any service which is billed only for the administration of intravenous infusion.

#### **Prior Authorization Requirement**

For Non-Network Benefits you must obtain prior authorization from the Claims Administrator five business days before receiving services, including nutritional foods and Private Duty Nursing, or as soon as is reasonably possible. If you fail to obtain prior authorization from the Claims Administrator as required, Benefits will be subject to a \$500 reduction.

### **Hospice Care**

Hospice care is an integrated program recommended by a Physician which provides comfort and support services for the terminally ill. Hospice care can be provided on an inpatient or outpatient basis and includes physical, psychological, social, spiritual and respite care for the terminally ill person, and short-term grief counseling for immediate family members while the Covered Person is receiving hospice care. Benefits are available only when hospice care is received from a licensed hospice agency, which can include a Hospital. Both inpatient and outpatient have a 6-month or less to live criteria.



**Prior Authorization Requirement**

For Non-Network Benefits you must obtain prior authorization from the Claims Administrator five business days before admission for an Inpatient Stay in a hospice facility or as soon as is reasonably possible. If you fail to obtain prior authorization from the Claims Administrator as required, Benefits will be subject to a \$500 reduction.

In addition, for Non-Network Benefits, you must contact the Claims Administrator within 24 hours of admission for an Inpatient Stay in a hospice facility.

**Hospital - Inpatient Stay**

Hospital Benefits are available for:

- Non-Physician services and supplies received during an Inpatient Stay.
- Room and board in a Semi-private Room (a room with two or more beds).
- Physician services for radiologists, anesthesiologists, pathologists and Emergency room Physicians.

The Plan will pay the difference in cost between a Semi-private Room and a private room only if a private room is necessary according to generally accepted medical practice.

Benefits for an Inpatient Stay in a Hospital are available only when the Inpatient Stay is necessary to prevent, diagnose or treat a Sickness or Injury. Benefits for other Hospital-based Physician services are described in this section under *Physician Fees for Surgical and Medical Services*.

Benefits for Emergency admissions and admissions of less than 24 hours are described under *Emergency Health Services* and *Surgery - Outpatient, Scopic Procedures - Outpatient Diagnostic and Therapeutic*, and *Therapeutic Treatments - Outpatient*, respectively.

**Prior Authorization Requirement**

For Non-Network Benefits, for:

- A scheduled admission, you must obtain prior authorization from the Claims Administrator five business days before admission.
- A non-scheduled admission, you must provide notification as soon as is reasonably possible.

If you do not obtain prior authorization from the Claims Administrator as required, Benefits will be subject to a \$500 reduction.

In addition, for Non-Network Benefits, you must contact the Claims Administrator 24 hours before admission for scheduled admissions or as soon as is reasonably possible for non-scheduled admissions.

## **Infertility Services**

These services are covered on either an inpatient or outpatient basis. Covered services include:

- Artificial insemination – up to five (5) artificial insemination rounds or sessions per lifetime;
- Diagnostic services to determine the cause of infertility;
- Office visits for diagnosis, non-psychiatric counseling, and sperm count; and
- Endometrial biopsy, hysterosalpingography, and diagnostic laparoscopy.

The Plan pays for covered services subject to your Deductible and Coinsurance at the Network or Non-Network level, depending on the provider used.

Fertility drugs are not covered.

Benefits for artificial insemination (AI) are limited to five rounds or sessions per lifetime.

## **Lab, X-Ray and Diagnostics - Outpatient**

Services for Sickness and Injury-related diagnostic purposes, received on an outpatient basis at a Hospital or Alternate Facility or in a Physician's office include:

- Lab and radiology/X-ray.
- Mammography.

Benefits under this section include:

- The facility charge and the charge for supplies and equipment.
- Physician services for radiologists, anesthesiologists and pathologists. (Benefits for other Physician services are described under Physician Fees for Surgical and Medical Services.)
- Genetic Testing ordered by a Physician which results in available medical treatment options following Genetic Counseling.
- Presumptive Drug Tests and Definitive Drug Tests.

Any combination of Network Benefits and Non-Network Benefits is limited to 18 Presumptive Drug Tests per Covered Person per calendar year.

Any combination of Network Benefits and Non-Network Benefits is limited to 18 Definitive Drug Tests per Covered Person per calendar year.

Benefits for other Physician services are described in this section under *Physician Fees for Surgical and Medical Services*. Lab, X-ray and diagnostic services for preventive care are described under *Preventive Care Services* in this section. CT scans, PET scans, MRI, MRA, nuclear medicine and major diagnostic services are described under *Lab, X-Ray and Major Diagnostics - CT, PET Scans, MRI, MRA and Nuclear Medicine - Outpatient* in this section.

**Prior Authorization Requirement**

For Non-Network Benefits for Genetic Testing, sleep studies, stress echocardiography and transthoracic echocardiogram, you must obtain prior authorization from the Claims Administrator five business days before scheduled services are received. If you fail to obtain prior authorization as required, Benefits will be subject to a \$500 reduction.

**Lab, X-Ray and Major Diagnostics - CT, PET Scans, MRI, MRA and Nuclear Medicine - Outpatient**

Services for CT scans, PET scans, MRI, MRA, nuclear medicine, and major diagnostic services received on an outpatient basis at a Hospital or Alternate Facility.

Benefits under this section include:

- The facility charge and the charge for supplies and equipment.
- Physician services for radiologists, anesthesiologists and pathologists.
- Genetic Testing ordered by a Physician which results in available medical treatment options following Genetic Counseling.

Benefits for other Physician services are described in this section under *Physician Fees for Surgical and Medical Services*.

**Prior Authorization Requirement**

For Non-Network Benefits for and CT, PET scans, MRI, MRA, nuclear medicine, including nuclear cardiology, you must obtain prior authorization from the Claims Administrator five business days before scheduled services are received. If you do not obtain prior authorization from the Claim Administrator as required, Benefits will be subject to a \$500 reduction.

**Mental Health Services**

Mental Health Services include those received on an inpatient or outpatient basis in a Hospital and an Alternate Facility or in a provider's office. All services must be provided by or under the direction of a behavioral health provider who is properly licensed and qualified by law and acting within the scope of their licensure.

Benefits include the following levels of care:

- Inpatient treatment.
- Residential Treatment.
- Partial Hospitalization/Day Treatment.
- Intensive Outpatient Treatment.
- Outpatient treatment.

Inpatient treatment and Residential Treatment include room and board in a Semi-private Room (a room with two or more beds).

Services include the following:

- Diagnostic evaluations, assessment and treatment planning.
- Treatment and/or procedures.
- Medication management and other associated treatments.
- Individual, family, and group therapy.
- Crisis intervention.

The Mental Health/Substance-Related and Addictive Disorders Administrator provides administrative services for all levels of care.

You are encouraged to contact the Mental Health/Substance-Related and Addictive Disorders Administrator for assistance in locating a provider and coordination of care.

**Prior Authorization Requirement**

For Non-Network Benefits for a scheduled admission for Mental Health Services (including an admission for services at a Residential Treatment facility and for Partial Hospitalization/Day Treatment), you must obtain prior authorization five business days before admission or as soon as is reasonably possible for a non-scheduled admission.

In addition, for Non-Network Benefits you must obtain prior authorization before the following services are received: Partial Hospitalization/Day Treatment; Intensive Outpatient Treatment programs; outpatient electro-convulsive treatment; psychological testing; transcranial magnetic stimulation.

If you fail to obtain prior authorization from or provide notification to the Claims Administrator as required, Benefits will be subject to a \$500 reduction.

***Virtual Behavioral Health Therapy and Coaching***

Specialized virtual behavioral health care provided by AbleTo, Inc. (“AbleTo Therapy360 Program”) for Covered Persons with certain co-occurring behavioral and medical conditions.

AbleTo Therapy360 Program provides behavioral Covered Health Care Services through virtual therapy and coaching services that are individualized and tailored to your specific health needs. Virtual therapy is provided by licensed therapists. Coaching services are provided by coaches who are supervised by licensed professionals.

There are no deductibles, Copayments or Coinsurance you must meet or pay for when receiving these services.

## Neurobiological Disorders - Autism Spectrum Disorder Services

The Plan pays Benefits for behavioral services for Autism Spectrum Disorder including Intensive Behavioral Therapies such as *Applied Behavior Analysis (ABA)* that are the following:

- Focused on the treatment of core deficits of Autism Spectrum Disorder.
- Provided by a *Board Certified Applied Behavior Analyst (BCBA)* or other qualified provider under the appropriate supervision.
- Focused on treating maladaptive/stereotypic behaviors that are posing danger to self, others and property and impairment in daily functioning.

These Benefits describe only the behavioral component of treatment for Autism Spectrum Disorder. Medical treatment of Autism Spectrum Disorder is a Covered Health Service for which Benefits are available under the applicable medical Covered Health Services categories as described in this section.

Benefits include the following levels of care:

- Inpatient treatment.
- Residential Treatment.
- Partial Hospitalization/Day Treatment.
- Intensive Outpatient Treatment.
- Outpatient Treatment.

Inpatient treatment and Residential Treatment include room and board in a Semi-private Room (a room with two or more beds).

Services include the following:

- Diagnostic evaluations, assessment and treatment planning.
- Treatment and/or procedures.
- Medication management and other associated treatments.
- Individual, family, and group therapy.
- Crisis intervention.

The Mental Health/Substance-Related and Addictive Disorders Administrator provides administrative services for all levels of care.

You are encouraged to contact the Mental Health/Substance-Related and Addictive Disorders Administrator for assistance in locating a provider and coordination of care.

**Prior Authorization Requirement**

For Non-Network Benefits for a scheduled admission for Neurobiological Disorders – Autism Spectrum Disorder Services (including an admission for services at a Residential Treatment facility and for Partial Hospitalization/Day Treatment) you must obtain prior authorization five business days before admission or as soon as is reasonably possible for a non-scheduled admission.

In addition, for Non-Network Benefits you must obtain prior authorization before the following services are received. Services requiring prior authorization: Partial Hospitalization/Day Treatment; Intensive Outpatient Treatment programs; psychological testing and Intensive Behavioral Therapy, including *Applied Behavior Analysis (ABA)*.

If you fail to obtain prior authorization from or provide notification to the Claims Administrator as required, Benefits will be subject to a \$500 reduction.

**Obesity Surgery**

Surgical treatment of obesity when provided by or under the direction of a Physician when all of the following are true:

- You have enrolled in the Bariatric Resource Services (BRS) program.
- You have a minimum Body Mass Index (BMI) of 40, or greater than 35 with at least one complicating coexisting medical condition or disease present.
- You are over the age of 18 or, for adolescents, have achieved greater than 95% of estimated adult height AND a minimum Tanner Stage of 4.
- You have a 3-month physician or other health care provider supervised diet documented within the last 2 years.
- You have completed a multi-disciplinary surgical preparatory regimen, which includes a psychological evaluation.
- You are having your first bariatric surgery under your plan, unless there were complications with your first procedure.
- The surgery is performed at a Bariatric Resource Service (BRS) Designated Provider by a Network surgeon even if there are no BRS Designated Provider near you.

See *Bariatric Resource Services (BRS)* in Section 7, *Clinical Programs and Resources* for more information on the BRS program.

Benefits are available for obesity surgery services that meet the definition of a Covered Health Service, as defined in Section 14, *Glossary* and are not Experimental or Investigational or Unproven Services.

You will have access to a certain Network of Designated Providers participating in the Bariatric Resource Services (BRS) program, as defined in Section 14, *Glossary*, for obesity surgery services.

For obesity surgery services to be considered Covered Health Services under the BRS program, you must contact Bariatric Resource Services and speak with a nurse consultant prior to receiving services. You can contact Bariatric Resource Services by calling 1-888-936-7246.

### **Ostomy Supplies**

Benefits for ostomy supplies are limited to:

- Pouches, face plates and belts.
- Irrigation sleeves, bags and ostomy irrigation catheters.
- Skin barriers.

Benefits are not available for deodorants, filters, lubricants, tape, appliance cleaners, adhesive, adhesive remover, or other items not listed above.

### **Pharmaceutical Products - Outpatient**

The Plan pays for Pharmaceutical Products that are administered on an outpatient basis in a Hospital, Alternate Facility, Physician's office, or in a Covered Person's home. Examples of what would be included under this category are antibiotic injections in the Physician's office or inhaled medication in an Urgent Care Center for treatment of an asthma attack.

Benefits under this section are provided only for Pharmaceutical Products which, due to their characteristics (as determined by UnitedHealthcare), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional. Depending on where the Pharmaceutical Product is administered, Benefits will be provided for administration of the Pharmaceutical Product under the corresponding Benefit category in this SPD. Benefits under this section do not include medications for the treatment of infertility.

If you require certain Pharmaceutical Products, including specialty Pharmaceutical Products, UnitedHealthcare may direct you to a Designated Dispensing Entity with whom UnitedHealthcare has an arrangement to provide those Pharmaceutical Products. Such Dispensing Entities may include an outpatient pharmacy, specialty pharmacy, Home Health Agency provider, Hospital-affiliated pharmacy or hemophilia treatment center contracted pharmacy.

If you/your provider are directed to a Designated Dispensing Entity and you/your provider choose not to obtain your Pharmaceutical Product from a Designated Dispensing Entity, Network Benefits are not available for that Pharmaceutical Product.

Certain Pharmaceutical Products are subject to step therapy requirements. This means that in order to receive Benefits for such Pharmaceutical Products, you must use a different Pharmaceutical Product and/or prescription drug product first. You may find out whether a particular Pharmaceutical Product is subject to step therapy requirements by contacting UnitedHealthcare at [www.myuhc.com](http://www.myuhc.com) or by calling the telephone number on your ID card.

UnitedHealthcare may have certain programs in which you may receive an enhanced or reduced Benefit based on your actions such as adherence/compliance to medication or treatment regimens and/or participation in health management programs. You may access information on these programs through the Internet at [www.myuhc.com](http://www.myuhc.com) or by calling the number on your ID card.

### **Physician Fees for Surgical and Medical Services**

The Plan pays Physician fees for surgical procedures and other medical care received from a Physician in a Hospital, Skilled Nursing Facility, Inpatient Rehabilitation Facility, Alternate Facility or for Physician house calls.

### **Physician's Office Services - Sickness and Injury**

Benefits are paid by the Plan for Covered Health Services provided in a Physician's office for the diagnosis and treatment of a Sickness or Injury. Benefits are provided under this section regardless of whether the Physician's office is freestanding, located in a clinic or located in a Hospital. Benefits under this section include allergy injections and hearing exams in case of Injury or Sickness.

Covered Health Services include medical education services that are provided in a Physician's office by appropriately licensed or registered healthcare professionals when both of the following are true:

- Education is required for a disease in which patient self-management is an important component of treatment.
- There exists a knowledge deficit regarding the disease which requires the intervention of a trained health professional.

Covered Health Services include Genetic Counseling.

Benefits for preventive services are described under *Preventive Care Services* in this section.

#### **Please Note**

Your Physician does not have a copy of your SPD; and is not responsible for knowing or communicating your Benefits.

### **Pregnancy - Maternity Services**

Benefits for Pregnancy will be paid at the same level as Benefits for any other condition, Sickness or Injury. This includes all maternity-related medical services for prenatal care, postnatal care, delivery, and any related complications.

The Plan will pay Benefits for an Inpatient Stay of at least:

- 48 hours for the mother and newborn child following a vaginal delivery.
- 96 hours for the mother and newborn child following a cesarean section delivery.



These are federally mandated requirements under the *Newborns' and Mothers' Health Protection Act of 1996* which apply to this Plan. The Hospital or other provider is not required to get authorization for the time periods stated above. Authorizations are required for longer lengths of stay. If the mother agrees, the attending Physician may discharge the mother and/or the newborn child earlier than these minimum timeframes.

Both before and during a Pregnancy, Benefits include the services of a genetic counselor when provided or referred by a Physician. These Benefits are available to all Covered Persons in the immediate family. Covered Health Services include related tests and treatment.

**Prior Authorization Requirement**

For Non-Network Benefits you must obtain prior authorization from the Claims Administrator as soon as reasonably possible if the Inpatient Stay for the mother and/or the newborn will be more than 48 hours for the mother and newborn child following a normal vaginal delivery, or more than 96 hours for the mother and newborn child following a cesarean section delivery. If you fail to obtain prior authorization as required, Benefits will be subject to a \$500 reduction.

It is important that you notify the Claims Administrator regarding your Pregnancy. Your notification will open the opportunity to become enrolled in prenatal programs that are designed to achieve the best outcomes for you and your baby.

**Healthy moms and babies**

The Plan provides a special prenatal program to help during Pregnancy. Participation is voluntary and free of charge. See Section 7, *Clinical Programs and Resources*, for details.

**Preimplantation Genetic Testing (PGT-M and PGT-SR) and Related Services**

Preimplantation Genetic Testing (PGT) performed to identify and to prevent genetic medical conditions from being passed onto offspring. To be eligible for Benefits the following must be met:

- PGT must be ordered by a Physician after Genetic Counseling.
- The genetic medical condition, if passed onto offspring, would result in significant health problems or severe disability and be caused by a single gene (detectable by PGT-M) or structural changes of a parents' chromosome (detectable by PGT-SR).
- Benefits are limited to PGT for the specific genetic disorder and the following related services when provided by or under the supervision of a Physician:
  - Ovulation induction (or controlled ovarian stimulation).
  - Egg retrieval, fertilization and embryo culture.
  - Embryo biopsy.
  - Embryo transfer.
  - Cryo-preservation and short-term embryo storage (less than one year).

Benefits are not available for long-term storage costs (greater than one year).

Any combination of Network Benefits and Non-Network Benefits are limited to \$20,000 per Covered Person during the entire period of time they are enrolled for coverage under the Plan. This limit does not include Preimplantation Genetic Testing (PGT) for the specific genetic disorder. This limit includes Benefits for related services as described under *Fertility Preservation for Iatrogenic Infertility*.

Benefits for related services are limited to one Assisted Reproductive Technology (ART) procedures during the entire period of time a Covered Person is enrolled under the Plan. This limit does not include the Preimplantation genetic testing for the specific genetic disorder.

### **Preventive Care Services**

The Plan pays Benefits for Preventive care services provided on an outpatient basis at a Physician's office, an Alternate Facility or a Hospital. Preventive care services encompass medical services that have been demonstrated by clinical evidence to be safe and effective in either the early detection of disease or in the prevention of disease, have been proven to have a beneficial effect on health outcomes and include the following as required under applicable law:

- Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the *United States Preventive Services Task Force*.
- 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 infants, children and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the *Health Resources and Services Administration*.
- With respect to women, such additional preventive care and screenings as provided for in comprehensive guidelines supported by the *Health Resources and Services Administration*.

Preventive care Benefits defined under the *Health Resources and Services Administration (HRSA)* requirement include the cost of renting one breast pump per Pregnancy in conjunction with childbirth. Breast pumps must be ordered by or provided by a Physician. You can obtain additional information on how to access Benefits for breast pumps by going to **www.myuhc.com** or by calling the number on your ID card. Benefits for breast pumps also include the cost of purchasing one breast pump per Pregnancy in conjunction with childbirth. These Benefits are described under Section 5, *Plan Highlights*, under *Covered Health Services*.

If more than one breast pump can meet your needs, Benefits are available only for the most cost-effective pump. UnitedHealthcare will determine the following:

- Which pump is the most cost-effective.
- Whether the pump should be purchased or rented.
- Duration of a rental.

- Timing of an acquisition.

Benefits are only available if breast pumps are obtained from a DME provider or Physician.

For questions about your preventive care Benefits under this Plan call the number on your ID card.

### **Private Duty Nursing - Outpatient**

The Plan covers Private Duty Nursing care given on an outpatient basis by a licensed nurse such as a Registered Nurse (R.N.), Licensed Practical Nurse (L.P.N.), or Licensed Vocational Nurse (L.V.N.).

Any combination of Network Benefits and Non-Network Benefits is limited to 120 visits per Covered Person per calendar year. This limit is combined with the Home Health Care limit.

### **Prosthetic Devices**

Benefits are paid by the Plan for external prosthetic devices that replace a limb or body part limited to:

- Artificial arms, legs, feet and hands.
- Artificial face, eyes, ears and noses.
- Breast prosthesis as required by the *Women's Health and Cancer Rights Act of 1998*. Benefits include mastectomy bras. Benefits for lymphedema stockings for the arm are provided as described under *Durable Medical Equipment (DME), Orthotics and Supplies*.

Benefits are provided only for external prosthetic devices and do not include any device that is fully implanted into the body. Internal prosthetics are a Covered Health Service for which Benefits are available under the applicable medical/surgical Covered Health Service categories in this *SPD*.

If more than one prosthetic device can meet your functional needs, Benefits are available only for the prosthetic device that meets the minimum specifications for your needs. The device must be ordered or provided either by a Physician, or under a Physician's direction. If you purchase a prosthetic device that exceeds these minimum specifications, the Plan will pay only the amount that it would have paid for the prosthetic that meets the minimum specifications, and you may be responsible for paying any difference in cost.

Benefits are available for repairs and replacement, except as described in Section 8, *Exclusions and Limitations*, under *Devices, Appliances and Prosthetics*.

Benefits are limited to a single purchase of each type of prosthetic device every 3 years. Repair and/or replacement of a prosthetic device would apply to this limit in the same manner as a purchase.

**Note:** Prosthetic devices are different from DME - see *Durable Medical Equipment (DME)* in this section.

**Prior Authorization Requirement**

For Non-Network Benefits you must obtain prior authorization from the Claims Administrator before obtaining prosthetic devices that exceeds \$1,000 in cost per device. If prior authorization is not obtained as required, Benefits will be subject to a \$500 reduction.

**Reconstructive Procedures**

Reconstructive Procedures are services performed when the primary purpose of the procedure is either to treat a medical condition or to improve or restore physiologic function for an organ or body part. Reconstructive Procedures include surgery or other procedures which are associated with an Injury, Sickness or Congenital Anomaly. The primary result of the procedure is not a changed or improved physical appearance.

Improving or restoring physiologic function means that the organ or body part is made to work better. An example of a Reconstructive Procedure is surgery on the inside of the nose so that a person's breathing can be improved or restored.

Benefits for Reconstructive Procedures include breast reconstruction following a mastectomy and reconstruction of the non-affected breast to achieve symmetry. Replacement of an existing breast implant is covered by the Plan if the initial breast implant followed a mastectomy. Other services required by the *Women's Health and Cancer Rights Act of 1998*, including breast prostheses and treatment of complications, are provided in the same manner and at the same level as those for any other Covered Health Service. You can contact UnitedHealthcare at the number on your ID card for more information about Benefits for mastectomy-related services.

There may be times when the primary purpose of a procedure is to make a body part work better. However, in other situations, the purpose of the same procedure is to improve the appearance of a body part. Cosmetic procedures are excluded from coverage. Procedures that correct an anatomical Congenital Anomaly without improving or restoring physiologic function are considered Cosmetic Procedures. A good example is upper eyelid surgery. At times, this procedure will be done to improve vision, which is considered a Reconstructive Procedure. In other cases, improvement in appearance is the primary intended purpose, which is considered a Cosmetic Procedure. This Plan does not provide Benefits for Cosmetic Procedures, as defined in Section 14, *Glossary*.

The fact that a Covered Person may suffer psychological consequences or socially avoidant behavior as a result of an Injury, Sickness or Congenital Anomaly does not classify surgery (or other procedures done to relieve such consequences or behavior) as a Reconstructive Procedure.

**Prior Authorization Requirement**

For Non-Network Benefits for you must obtain prior authorization from the Claims Administrator five business days before a scheduled reconstructive procedure is performed or, for non-scheduled procedures, within one business day or as soon as is reasonably possible. If authorization is not obtained from the Claims Administrator as required, or notification is not provided, Benefits will be subject to a \$500 reduction.

In addition, for Non-Network Benefits, you must contact the Claims Administrator 24 hours before admission for scheduled admissions or as soon as is reasonably possible for non-scheduled admissions.

**Rehabilitation Services - Outpatient Therapy and Manipulative Treatment**

The Plan provides short-term outpatient rehabilitation services (including habilitative services) limited to:

- Physical therapy.
- Occupational therapy.
- Manipulative Treatment.
- Speech therapy.
- Cognitive rehabilitation therapy following a post-traumatic brain Injury or stroke.
- Pulmonary rehabilitation.
- Cardiac rehabilitation.
- Post-cochlear implant aural therapy.

For all rehabilitation services, a licensed therapy provider, under the direction of a Physician (when required by state law), must perform the services. Benefits under this section include rehabilitation services provided in a Physician's office or on an outpatient basis at a Hospital or Alternate Facility. Rehabilitative services provided in a Covered Person's home by a Home Health Agency are provided as described under *Home Health Care*. Rehabilitative services provided in a Covered Person's home other than by a Home Health Agency are provided as described under this section.

Benefits can be denied or shortened for Covered Persons who are not progressing in goal-directed rehabilitation services or if rehabilitation goals have previously been met. Benefits under this section are not available for maintenance/preventive treatment.

For outpatient rehabilitation services for speech therapy, the Plan will pay Benefits for the treatment of disorders of speech, language, voice, communication and auditory processing only when the disorder results from Injury, stroke, cancer, or Congenital Anomaly. The Plan will pay Benefits for cognitive rehabilitation therapy only when Medically Necessary following a post-traumatic brain Injury or stroke.

### ***Habilitative Services***

For the purpose of this Benefit, "habilitative services" means Medically Necessary skilled health care services that help a person keep, learn or improve skills and functioning for daily living. Habilitative services are skilled when all of the following are true:

- The services are part of a prescribed plan of treatment or maintenance program that is Medically Necessary to maintain a Covered Person's current condition or to prevent or slow further decline.
- It is ordered by a Physician and provided and administered by a licensed provider.
- It is not delivered for the purpose of assisting with activities of daily living, including dressing, feeding, bathing or transferring from a bed to a chair.
- It requires clinical training in order to be delivered safely and effectively.
- It is not Custodial Care.

The Claims Administrator will determine if Benefits are available by reviewing both the skilled nature of the service and the need for Physician-directed medical management. Therapies provided for the purpose of general well-being or conditioning in the absence of a disabling condition are not considered habilitative services. A service will not be determined to be "skilled" simply because there is not an available caregiver.

Benefits are provided for habilitative services provided for Covered Persons with a disabling condition when both of the following conditions are met:

- The treatment is administered by a licensed speech-language pathologist, licensed audiologist, licensed occupational therapist, licensed physical therapist or Physician.
- The initial or continued treatment must be proven and not Experimental or Investigational.

Benefits for habilitative services do not apply to those services that are solely educational in nature or otherwise paid under state or federal law for purely educational services. Custodial Care, respite care, day care, therapeutic recreation, vocational training and Residential Treatment are not habilitative services. A service that does not help the Covered Person to meet functional goals in a treatment plan within a prescribed time frame is not a habilitative service.

The Plan may require that a treatment plan be provided, request medical records, clinical notes, or other necessary data to allow the Plan to substantiate that initial or continued medical treatment is needed. When the treating provider anticipates that continued treatment is or will be required to permit the Covered Person to achieve demonstrable progress, the Plan may request a treatment plan consisting of diagnosis, proposed treatment by type, frequency, anticipated duration of treatment, the anticipated goals of treatment, and how frequently the treatment plan will be updated.

Benefits for Durable Medical Equipment and prosthetic devices, when used as a component of habilitative services, are described under *Durable Medical Equipment* and *Prosthetic Devices*.

Benefits are limited to:

- 60 visits per Covered Person per calendar year for physical, occupational and speech therapy combined.
- 20 visits per Covered Person per calendar year for Manipulative Treatment.
- 30 visits per Covered Person per calendar year for post-cochlear implant aural therapy.

These visit limits apply to Network Benefits and Non-Network Benefits combined.

### **Scopic Procedures - Outpatient Diagnostic and Therapeutic**

The Plan pays for diagnostic and therapeutic scopic procedures and related services received on an outpatient basis at a Hospital or Alternate Facility.

Diagnostic scopic procedures are those for visualization, biopsy and polyp removal. Examples of diagnostic scopic procedures include colonoscopy, sigmoidoscopy, and diagnostic endoscopy.

Benefits under this section include:

- The facility charge and the charge for supplies and equipment.
- Physician services for radiologists, anesthesiologists and pathologists.

Benefits for other Physician services are described in this section under *Physician Fees for Surgical and Medical Services*.

Please note that Benefits under this section do not include surgical scopic procedures, which are for the purpose of performing surgery. Benefits for surgical scopic procedures are described under *Surgery - Outpatient*. Examples of surgical scopic procedures include arthroscopy, laparoscopy, bronchoscopy, hysteroscopy.

Benefits that apply to certain preventive screenings are described in this section under *Preventive Care Services*.

### **Skilled Nursing Facility/Inpatient Rehabilitation Facility Services**

Facility services for an Inpatient Stay in a Skilled Nursing Facility or Inpatient Rehabilitation Facility are covered by the Plan. Benefits include:

- Supplies and non-Physician services received during the Inpatient Stay.
- Room and board in a Semi-private Room (a room with two or more beds).
- Physician services for radiologists, anesthesiologists and pathologists.

Benefits are available when skilled nursing and/or Inpatient Rehabilitation Facility services are needed on a daily basis. Benefits are also available in a Skilled Nursing Facility or Inpatient Rehabilitation Facility for treatment of a Sickness or Injury that would have otherwise required an Inpatient Stay in a Hospital.

Benefits for other Physician services are described in this section under *Physician Fees for Surgical and Medical Services*.

UnitedHealthcare will determine if Benefits are available by reviewing both the skilled nature of the service and the need for Physician-directed medical management. A service will not be determined to be "skilled" simply because there is not an available caregiver.

Benefits are available only if both of the following are true:

- The initial confinement in a Skilled Nursing Facility or Inpatient Rehabilitation Facility was or will be a Cost-Effective alternative to an Inpatient Stay in a Hospital.
- You will receive skilled care services that are not primarily Custodial Care.

Skilled care is skilled nursing, skilled teaching, and skilled rehabilitation services when all of the following are true:

- It must be delivered or supervised by licensed technical or professional medical personnel in order to obtain the specified medical outcome; and provide for the safety of the patient.
- It is ordered by a Physician.
- It is not delivered for the purpose of assisting with activities of daily living, including dressing, feeding, bathing or transferring from a bed to a chair.
- It requires clinical training in order to be delivered safely and effectively.

You are expected to improve to a predictable level of recovery. Benefits can be denied or shortened for Covered Persons who are not progressing in goal-directed rehabilitation services or if discharge rehabilitation goals have previously been met.

**Note:** The Plan does not pay Benefits for Custodial Care or Domiciliary Care, even if ordered by a Physician, as defined in Section 14, *Glossary*.

Any combination of Network Benefits and Non-Network Benefits is limited to 60 days per Covered Person per calendar year.

**Prior Authorization Requirement**

For Non-Network Benefits for a scheduled admission, you must obtain prior authorization from the Claims Administrator five business days before admission, or as soon as is reasonably possible for non-scheduled admissions. If authorization is not obtained as required, or notification is not provided, Benefits will be subject to a \$500 reduction.

In addition, for Non-Network Benefits, you must contact the Claims Administrator 24 hours before admission for scheduled admissions or as soon as is reasonably possible for non-scheduled admissions.



## **Substance-Related and Addictive Disorders Services**

Substance-Related and Addictive Disorders Services include those received on an inpatient or outpatient basis in a Hospital, an Alternate Facility, or in a provider's office. All services must be provided by or under the direction of a behavioral health provider who is properly licensed and qualified by law and acting within the scope of their licensure.

Benefits include the following levels of care:

- Inpatient treatment.
- Residential Treatment.
- Partial Hospitalization/Day Treatment.
- Intensive Outpatient Treatment.
- Outpatient treatment.

Inpatient treatment and Residential Treatment include room and board in a Semi-private Room (a room with two or more beds).

Services include the following:

- Diagnostic evaluations, assessment and treatment planning.
- Treatment and/or procedures.
- Medication management and other associated treatments.
- Individual, family, and group therapy.
- Crisis intervention.

The Mental Health/Substance-Related and Addictive Disorders Administrator provides administrative services for all levels of care.

You are encouraged to contact the Mental Health/Substance-Related and Addictive Disorders Administrator for assistance in locating a provider and coordination of care.

### **Prior Authorization Requirement**

For Non-Network Benefits for a scheduled admission for Substance-Related and Addictive Disorders Services (including an admission for services at a Residential Treatment facility you must provide pre-service notification five business days before admission or as soon as is reasonably possible for a non-scheduled admission.

In addition, for Non-Network Benefits you must provide notification before the following services are received. Services requiring advance notification: Partial Hospitalization/Day Treatment; Intensive Outpatient Treatment programs; psychological testing; and medication assisted treatment programs for substance-related and addictive disorders. If you fail to obtain prior authorization from or provide notification to the Claims Administrator as required, Benefits will be subject to a \$500 reduction.

## **Surgery - Outpatient**

The Plan pays for surgery and related services received on an outpatient basis at a Hospital or Alternate Facility.

Benefits under this section include certain scopic procedures. Examples of surgical scopic procedures include arthroscopy, laparoscopy, bronchoscopy and hysteroscopy.

Benefits under this section include:

- The facility charge and the charge for supplies and equipment.
- Physician services for radiologists, anesthesiologists and pathologists. Benefits for other Physician services are described in this section under *Physician Fees for Surgical and Medical Services*.

### **Prior Authorization Requirement**

For Non-Network Benefits for cardiac catheterization, pacemaker insertion, implantable cardioverter defibrillators, diagnostic catheterization and electrophysiology implant and sleep apnea surgery you must obtain prior authorization five business days before scheduled services are received or, for non-scheduled services, within one business day or as soon as is reasonably possible. If you fail to obtain prior authorization as required, Benefits will be subject to a \$500 reduction.

## **Temporomandibular Joint (TMJ) Services**

Temporomandibular joint (TMJ) diagnostic services and surgical treatment are also covered expenses for diagnostic and surgical treatment of conditions affecting the temporomandibular joint (including the craniomandibular joint) as a result of an accident, a trauma, a congenital defect, a development defect, or a pathology. However, dental services for this condition are not covered. Dental services for TMJ include bite adjustment, long-term bite therapy, and long-term orthotics or splinting.

Diagnosis: Examination, radiographs and applicable imaging studies and consultation.

Non-surgical treatment including clinical examinations, oral appliances (orthotic splints), arthrocentesis and trigger-point injections.

Benefits are provided for surgical treatment if the following criteria are met:

- There is clearly demonstrated radiographic evidence of significant joint abnormality.
- Non-surgical treatment has failed to adequately resolve the symptoms.
- Pain or dysfunction is moderate or severe.

Benefits for surgical services include arthrocentesis, arthroscopy, arthroplasty, arthrotomy, open or closed reduction of dislocations.

Benefits for surgical services also include FDA-approved TMJ prosthetic replacements when all other treatment has failed.

Benefits for an Inpatient Stay in a Hospital and Hospital-based Physician services are described in this section under *Hospital - Inpatient Stay* and *Physician Fees for Surgical and Medical Services*, respectively.

### **Therapeutic Treatments - Outpatient**

The Plan pays Benefits for therapeutic treatments received on an outpatient basis at a Hospital or Alternate Facility, including dialysis (both hemodialysis and peritoneal dialysis), intravenous chemotherapy or other intravenous infusion therapy and radiation oncology.

Covered Health Services include medical education services that are provided on an outpatient basis at a Hospital or Alternate Facility by appropriately licensed or registered healthcare professionals when:

- Education is required for a disease in which patient self-management is an important component of treatment.
- There exists a knowledge deficit regarding the disease which requires the intervention of a trained health professional.

Benefits under this section include:

- The facility charge and the charge for related supplies and equipment.
- Physician services for anesthesiologists, pathologists and radiologists. Benefits for other Physician services are described in this section under *Physician Fees for Surgical and Medical Services*.

#### **Prior Authorization Requirement**

For Non-Network Benefits for the following outpatient therapeutic services you must obtain prior authorization five business days before scheduled services are received or, for non-scheduled services, within one business day or as soon as is reasonably possible. Services that require prior authorization: dialysis, IV infusion, intensity modulated radiation therapy and MR-guided focused ultrasound. If you fail to obtain prior authorization from the Claims Administrator, as required, Benefits will be subject to a \$500 reduction.

### **Transplantation Services**

Organ and tissue transplants including CAR-T cell therapy for malignancies when ordered by a Physician. Benefits are available for transplants when the transplant meets the definition of a Covered Health Service; and is not an Experimental or Investigational or Unproven Service.

Examples of transplants for which Benefits are available include bone marrow including CAR-T cell therapy for malignancies, heart, heart/lung, lung, kidney, kidney/pancreas, liver, liver/small bowel, pancreas, small bowel and cornea.

Benefits are available to the donor and the recipient when the recipient is covered under this Plan. Donor costs that are directly related to organ removal or procurement are Covered Health Services for which Benefits are payable through the organ recipient's coverage under the Plan.

The Claims Administrator has specific guidelines regarding Benefits for transplant services. Contact the Claims Administrator at the number on your ID card for information about these guidelines.

Transplantation services including evaluation for transplant, organ procurement and donor searches and transplantation procedures may be received by a Designated Provider, Network facility that is not a Designated Provider or a non-Network facility.

Benefits are also available for cornea transplants. You are not required to obtain prior authorization from the Claims Administrator for a cornea transplant nor is the cornea transplant required to be performed by a Designated Provider.

**Prior Authorization Requirement**

For Non-Network Benefits you must obtain prior authorization as soon as the possibility of a transplant arises (and before the time a pre-transplantation evaluation is performed at a transplant center). If you don't obtain prior authorization as required, Benefits will be subject to a \$500 reduction.

In addition, for Non-Network Benefits, you must contact the Claims Administrator 24 hours before admission for scheduled admissions or as soon as is reasonably possible for non-scheduled admissions.

**Support in the event of serious illness**

If you or a covered family member has cancer or needs an organ or bone marrow transplant, UnitedHealthcare can put you in touch with quality treatment centers around the country.

**Urgent Care Center Services**

The Plan provides Benefits for services, including professional services, received at an Urgent Care Center, as defined in Section 14, *Glossary*. When Urgent Care services are provided in a Physician's office, the Plan pays Benefits as described under *Physician's Office Services - Sickness and Injury*.

**Virtual Care Services**

Virtual care for Covered Health Services that includes the diagnosis and treatment of less serious medical conditions. Virtual care provides communication of medical information in real-time between the patient and a distant Physician or health specialist, outside of a medical facility (for example, from home or from work).

Benefits are available only when services are delivered through a Designated Virtual Network Provider. You can find a Designated Virtual Network Provider by contacting the Claims Administrator at [www.myuhc.com](http://www.myuhc.com) or the telephone number on your ID card.

Benefits are available for the following:

- Urgent on-demand health care delivered through live audio with video-conferencing or audio only technology for treatment of acute but non-emergency medical needs.

Please Note: Not all medical conditions can be treated through virtual care. The Designated Virtual Network Provider will identify any condition for which treatment by in-person Physician contact is needed.

Benefits do not include email, fax and standard telephone calls, or for services that occur within medical facilities (*CMS* defined originating facilities).

## SECTION 7 - CLINICAL PROGRAMS AND RESOURCES

### **What this section includes:**

Health and well-being resources available to you, including:

- Consumer Solutions and Self-Service Tools.
- Disease Management Services.
- Complex Medical Conditions Programs and Services.
- Wellness Programs.
- Women's Health/Reproductive.

North Texas Tollway Authority believes in giving you tools to help you be an educated health care consumer. To that end, North Texas Tollway Authority has made available several convenient educational and support services, accessible by phone and the Internet, which can help you to:

- Take care of yourself and your family members.
- Manage a chronic health condition.
- Navigate the complexities of the health care system.

### ***NOTE:***

Information obtained through the services identified in this section is based on current medical literature and on Physician review. It is not intended to replace the advice of a doctor. The information is intended to help you make more informed health care decisions and take a greater responsibility for your own health. UnitedHealthcare and North Texas Tollway Authority are not responsible for the results of your decisions from the use of the information, including, but not limited to, your choosing to seek or not to seek professional medical care, your choosing of which provider to seek professional medical care from or your choosing or not choosing specific treatment.

## **Consumer Solutions and Self-Service Tools**

### ***Health Survey***

You and your Spouse are invited to learn more about health and wellness at [www.myuhc.com](http://www.myuhc.com) and are encouraged to participate in the online health survey. The health survey is an interactive questionnaire designed to help you identify your healthy habits as well as potential health risks.

Your health survey is kept confidential. Completing the survey will not impact your Benefits or eligibility for Benefits in any way.

If you need any assistance with the online survey, please call the number on your ID card.

### ***Reminder Programs***

To help you stay healthy, UnitedHealthcare may send you and your covered Dependents reminders to schedule recommended screening exams. Examples of reminders include:

- Mammograms for women.
- Pediatric and adolescent immunizations.
- Cervical cancer screenings.
- Comprehensive screenings for individuals with diabetes.
- Influenza/pneumonia immunizations for enrollees.

There is no need to enroll in this program. You will receive a reminder automatically if you have not had a recommended screening exam.

### ***Decision Support***

In order to help you make informed decisions about your health care, UnitedHealthcare has a program called Decision Support. This program targets specific conditions as well as the treatments and procedures for those conditions.

This program offers:

- Access to health care information.
- Support by a nurse to help you make more informed decisions in your treatment and care.
- Expectations of treatment.
- Information on providers and programs.

Conditions for which this program is available include:

- Back pain.
- Knee & hip replacement.
- Prostate disease.
- Prostate cancer.
- Benign uterine conditions.
- Breast cancer.
- Coronary disease.
- Bariatric surgery.

Participation is completely voluntary and without extra charge. If you think you may be eligible to participate or would like additional information regarding the program, please contact the number on your ID card.

***www.myuhc.com***

UnitedHealthcare's member website, **www.myuhc.com**, provides information at your fingertips anywhere and anytime you have access to the Internet. **www.myuhc.com** opens the door to a wealth of health information and self-service tools.

With **www.myuhc.com** you can:

- Research a health condition and treatment options to get ready for a discussion with your Physician.
- Search for Network providers available in your Plan through the online provider directory.
- Complete a health survey to help you identify health habits you may improve, learn about healthy lifestyle techniques and access health improvement resources.
- Use the treatment cost estimator to obtain an estimate of the costs of various procedures in your area.
- Use the Hospital comparison tool to compare Hospitals in your area on various patient safety and quality measures.

**Registering on [www.myuhc.com](http://www.myuhc.com)**

If you have not already registered on **www.myuhc.com**, simply go to **www.myuhc.com** and click on "Register Now." Have your ID card handy. The enrollment process is quick and easy.

Visit **www.myuhc.com** and:

- Make real-time inquiries into the status and history of your claims.
- View eligibility and Plan Benefit information, including Annual Deductibles.
- View and print all of your Explanation of Benefits (EOBs) online.
- Order a new or replacement ID card or print a temporary ID card.

**Want to learn more about a condition or treatment?**

Log on to **www.myuhc.com** and research health topics that are of interest to you. Learn about a specific condition, what the symptoms are, how it is diagnosed, how common it is, and what to ask your Physician.

***Health Management Virtual Behavioral Health Therapy and Coaching Programs***

The Virtual Behavioral Health Therapy and Coaching program identifies Covered Persons with chronic medical conditions that frequently co-occur with mental health challenges, and provides support through virtual sessions for depression, anxiety and stress that often accompany chronic medical health issues like diabetes, cancer or cardiac conditions. This means that you may be called by a licensed clinical social worker or coach. You may also call the program and speak with a licensed clinical social worker or coach.



This Plan includes access to an online portal available specifically for Covered Persons enrolled in the program for monitoring your progress toward meeting all the participation criteria.

You're encouraged to visit the site frequently to keep abreast of the activities you should be completing and ensure that your information is up-to-date. The site also includes links to other helpful tools and resources for Behavioral Health.

The program is provided through AbleTo, Inc.. Participation is completely voluntary and without extra charge. If you think you may be eligible to participate or would like additional information regarding the program, please contact the number on your ID card.

## **Disease Management Services**

### ***Disease Management Services***

If you have been diagnosed with certain chronic medical conditions you may be eligible to participate in a disease management program at no additional cost to you. The heart failure, coronary artery disease, diabetes, asthma and Chronic Obstructive Pulmonary Disease (COPD) programs are designed to support you. This means that you will receive free educational information and may even be called by a registered nurse who is a specialist in your specific medical condition. This nurse will be a resource to advise and help you manage your condition.

These programs offer:

- Educational materials that provide guidance on managing your specific chronic medical condition. This may include information on symptoms, warning signs, self-management techniques, recommended exams and medications.
- Access to educational and self-management resources on a consumer website.
- An opportunity for the disease management nurse to work with your Physician to ensure that you are receiving the appropriate care.
- Access to and one-on-one support from a registered nurse who specializes in your condition. Examples of support topics include:
  - Education about the specific disease and condition.
  - Medication management and compliance.
  - Reinforcement of on-line behavior modification program goals.
  - Preparation and support for upcoming Physician visits.
  - Review of psychosocial services and community resources.
  - Caregiver status and in-home safety.
  - Use of mail-order pharmacy and Network providers.

Participation is completely voluntary and without extra charge. If you think you may be eligible to participate or would like additional information regarding the program, please contact the number on your ID card.

## **Complex Medical Conditions Programs and Services**

### ***Bariatric Resource Services (BRS)***

Your Plan offers Bariatric Resource Services (BRS) program. The BRS program provides you with:

- Specialized clinical consulting services to Participants and Enrolled Dependents to educate on obesity treatment options.
- Access to specialized Network facilities and Physicians for obesity surgery services.

You must access the Bariatric Resource Services program by calling the number on your ID card.

See *Obesity Surgery* in Section 6, *Additional Coverage Details* for obesity surgery requirements.

### ***Cancer Resource Services (CRS) Program***

Your Plan offers Cancer Resource Services (CRS) program to provide you with access to information and member assistance through a team of specialized cancer nurse consultants and access to one of the nation's leading cancer programs.

To learn more about CRS, visit [www.myoptumhealthcomplexmedical.com](http://www.myoptumhealthcomplexmedical.com) or call the number on your ID card or call the program directly at 1-866-936-6002.

Coverage for oncology services and oncology-related services are based on your health plan's terms, exclusions, limitations and conditions, including the plan's eligibility requirements and coverage guidelines. Participation in this program is voluntary.

### ***Comprehensive Kidney Solution (CKS) program***

For participants diagnosed with Kidney Disease, your Plan offers the Comprehensive Kidney Solution (CKS) program to help you manage the effects of advanced Chronic Kidney Disease (CKD) through End-stage Renal Disease (ESRD).

Should the disease progress to the point of needing dialysis, CKS provides access to top-performing dialysis centers. That means you will receive treatment based on a "best practices" approach from health care professionals with demonstrated expertise.

There are hundreds of contracted dialysis centers across the country, but in situations where you cannot conveniently access a contracted dialysis center, CKS will work to negotiate patient-specific agreements on your behalf.

To learn more about Comprehensive Kidney Solutions, visit [www.myoptumhealthcomplexmedical.com](http://www.myoptumhealthcomplexmedical.com) or call the number on your ID card.

Coverage for dialysis and kidney-related services are based on your health plan's terms, exclusions, limitations and conditions, including the plan's eligibility requirements and coverage guidelines. Participation in this program is voluntary. If you decide to no longer participate in the program, please contact CKS of your decision.

***Kidney Resource Services (KRS) program  
End-Stage Renal Disease (ESRD)***

The Kidney Resource Services program provides Covered Persons with access to a registered nurse advocate who specializes in helping individuals live with kidney disease. As a participant in the KRS program, you'll work with a nurse who will provide you with support and information. The nurse can help you manage other conditions, such as diabetes and high blood pressure. They can also help you find doctors, specialists and dialysis centers. This program is available at no extra cost to you.

With KRS, you have access to a registered nurse who specializes in kidney health. This program is designed to help you be your own best advocate for your health. You may have been referred to the KRS program by your medical provider or from past claim information. As part of your health insurance benefits, it's available at no extra cost to you.

KRS nurse advocates are available, Monday through Friday toll-free at 1-866-561-7518 (TTY: 711).

Coverage for dialysis and kidney-related services are based on your health plan's terms, exclusions, limitations and conditions, including the plan's eligibility requirements and coverage guidelines. Participation in this program is voluntary.

***Congenital Heart Disease (CHD) Resource Services***

UnitedHealthcare provides a program that identifies and supports a Covered Person who has Congenital Heart Disease (CHD) through all stages of treatment and recovery. This program will work with you and your Physicians, as appropriate, to offer support and education on CHD. Program features include clinical management by specialized CHD Nurses, support from specialized Social Workers, assistance with choosing Physicians and Facilities, and access to Designated Providers.

To learn more about CHD Resource Services program, visit [www.myoptumhealthcomplexmedical.com](http://www.myoptumhealthcomplexmedical.com) or call UnitedHealthcare at the number on your ID card or you can call the CHD Resource Services Nurse Team at 888-936-7246.

Coverage for CHD surgeries and related services are based on your health plan's terms, exclusions, limitations and conditions, including the plan's eligibility requirements and coverage guidelines. Participation in this program is voluntary. If you are considering any CHD surgeries you must contact CHD Resource Services prior to surgery to enroll in the program in order for the surgery to be a considered a Covered Health Service under the Plan.

***Transplant Resource Services (TRS) Program***

Your Plan offers Transplant Resource Services (TRS) program to provide you with access to one of the nation's leading transplant programs. Receiving transplant services through this program means your transplant treatment is based on a "best practices" approach from health care professionals with extensive expertise in transplantation.

To learn more about Transplant Resource Services, visit [www.myoptumhealthcomplexmedical.com](http://www.myoptumhealthcomplexmedical.com) or call the number on your ID card.

Coverage for transplant and transplant-related services are based on your health plan's terms, exclusions, limitations and conditions, including the plan's eligibility requirements and coverage guidelines. Participation in this program is voluntary.

## **Wellness Programs**

### ***Tobacco Cessation Program***

UnitedHealthcare provides a tobacco cessation program to help tobacco users withdraw from nicotine dependence. The Quit For Life<sup>®</sup> program employs an evidence-based combination of physical, psychological and behavioral strategies to help enable you to take responsibility for and overcome your addiction to tobacco use.

If you are a tobacco user, the Quit For Life<sup>®</sup> program tailors a quitting plan for you and incorporates the following components:

- Multiple planned phone-based coaching sessions.
- Unlimited access to Quit Coach<sup>®</sup> staff for ongoing support for the duration of your program via toll-free phone and live chat.
- Nicotine replacement therapy (patch or gum) sent to you in conjunction with your quit date.
- Unlimited access to a mobile-friendly online web portal, including support tools that complement your phone-based coaching.
- An online Quit Guide designed to complement your phone-based coaching sessions and web activity.
- Tailored motivational emails sent throughout your quitting process.
- Personalized, interactive text messages.

If you would like to enroll in Quit For Life<sup>®</sup>, or if you would like additional information regarding the program and also how to access the program online, please call the number on your ID card.

### ***UnitedHealth Personal Rewards<sup>®</sup>***

UnitedHealth Personal Rewards<sup>®</sup> (UPR) is annual program that provides rewards for completing applicable health actions for you and your Spouse. The program may include general health actions, such as completing a health survey, and/or a biometric screening; or, personalized health actions such as applicable preventive cancer screenings, and/or weight management. The health actions may also require meeting specific targets, such as Basic Metabolic Index (BMI). The program components, applicable rewards and eligibility are defined by the Plan Sponsor. The UPR program may change from year to year, depending upon what options the Plan Sponsor selects. If you are unable to meet a standard related to a health factor to obtain a reward under this program, you might qualify for an opportunity to earn the same reward by different means. Contact the number on your ID card and UnitedHealthcare will work with you (and, if necessary, your doctor) to find another way for you to earn the same reward.

***Getting Started:***

At any time during the program year, go to **www.myuhc.com** to register and get started on the incentive program. Once you are registered, you can view your incentive program, completed health actions, earned rewards, including Rally® coins, and maximum annual incentive.

***Tracking Your Progress:***

To help you keep track of your progress, you can access your personal scorecard online and/or you may receive a scorecard in the mail. Once you have completed the health action(s), you will be eligible to receive your incentive. Please consult with the Plan Sponsor to see if your organization received mailed scorecards.

**Women's Health/Reproductive**

***Maternity Support Program***

If you are pregnant or thinking about becoming pregnant, and you are enrolled in the medical Plan, you can get valuable educational information, advice and comprehensive case management by calling the number on your ID card. Your enrollment in the program will be handled by an OB nurse who is assigned to you.

This program offers:

- Enrollment by an OB nurse.
- Pre-conception health coaching.
- Written and online educational resources covering a wide range of topics.
- First and second trimester risk screenings.
- Identification and management of at- or high-risk conditions that may impact pregnancy.
- Pre-delivery consultation.
- Coordination with and referrals to other benefits and programs available under the medical plan.
- A phone call from a nurse approximately two weeks postpartum to provide information on postpartum and newborn care, feeding, nutrition, immunizations and more.
- Post-partum depression screening.

Participation is completely voluntary and without extra charge. To take full advantage of the program, you are encouraged to enroll within the first trimester of Pregnancy. You can enroll any time, up to your 34th week. To enroll, call the number on your ID card.

As a program participant, you can always call your nurse with any questions or concerns you might have.

## SECTION 8 - EXCLUSIONS AND LIMITATIONS: WHAT THE MEDICAL PLAN WILL NOT COVER

### What this section includes:

- Services, supplies and treatments that are not Covered Health Services, except as may be specifically provided for in Section 6, *Additional Coverage Details*.

The Plan does not pay Benefits for the following services, treatments or supplies even if they are recommended or prescribed by a provider or are the only available treatment for your condition.

When Benefits are limited within any of the Covered Health Services categories described in Section 6, *Additional Coverage Details*, those limits are stated in the corresponding Covered Health Service category in Section 5, *Plan Highlights*. Limits may also apply to some Covered Health Services that fall under more than one Covered Health Service category. When this occurs, those limits are also stated in Section 5, *Plan Highlights*. Please review all limits carefully, as the Plan will not pay Benefits for any of the services, treatments, items or supplies that exceed these benefit limits.

**Please note that in listing services or examples, when the SPD says "this includes," or "including but not limited to", it is not UnitedHealthcare's intent to limit the description to that specific list. When the Plan does intend to limit a list of services or examples, the SPD specifically states that the list "is limited to."**

### Alternative Treatments

1. Acupressure.
2. Aromatherapy.
3. Hypnotism.
4. Massage therapy.
5. Rolfing.
6. Art therapy, music therapy, dance therapy, animal-assisted therapy and other forms of alternative treatment as defined by the *National Center for Complementary and Integrative Health (NCCIH)* of the *National Institutes of Health*. This exclusion does not apply to Manipulative Treatment and non-manipulative osteopathic care for which Benefits are provided as described in Section 6, *Additional Coverage Details*.
7. Wilderness, adventure, camping, outdoor, or other similar programs.

### Dental

1. Dental care (which includes dental X-rays, supplies and appliances and all associated expenses, including hospitalizations and anesthesia).

This exclusion does not apply to accident-related dental services for which Benefits are provided as described under *Dental Services - Accident Only* in Section 6, *Additional Coverage Details*.

This exclusion does not apply to dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition for which Benefits are available under the Plan, limited to:

- Transplant preparation.
- Prior to the initiation of immunosuppressive drugs.
- The direct treatment of acute traumatic Injury, cancer or cleft palate.

Dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat the medical condition, is excluded. Examples include treatment of dental caries resulting from dry mouth after radiation treatment or as a result of medication.

Endodontics, periodontal surgery and restorative treatment are excluded.

2. Preventive care, diagnosis, treatment of or related to the teeth, jawbones or gums. Examples include:

- Extractions (including wisdom teeth), restoration and replacement of teeth.
- Medical or surgical treatments of dental conditions.
- Services to improve dental clinical outcomes.

This exclusion does not apply to preventive care for which Benefits are provided under the *United States Preventive Services Task Force* requirement or the *Health Resources and Services Administration (HRSA)* requirement. This exclusion also does not apply to accident-related dental services for which Benefits are provided as described under *Dental Services - Accident Only* in Section 6, *Additional Coverage Details*.

3. Dental implants, bone grafts, and other implant-related procedures.

This exclusion does not apply to accident-related dental services for which Benefits are provided as described under *Dental Services - Accident Only* in Section 6, *Additional Coverage Details*.

4. Dental braces (orthodontics).
5. Treatment of congenitally missing, malpositioned or supernumerary (extra) teeth, even if part of a Congenital Anomaly.

### **Devices, Appliances and Prosthetics**

1. Devices used specifically as safety items or to affect performance in sports-related activities.
2. Orthotic appliances and devices that straighten or re-shape a body part, except as described under *Durable Medical Equipment (DME), Orthotics and Supplies* in Section 6, *Additional Coverage Details*.

Examples of excluded orthotic appliances and devices include but are not limited to, foot orthotics and some types of braces, including orthotic braces available over-the-counter. This exclusion does not include diabetic footwear which may be covered for a Covered Person with diabetic foot disease.

3. Cranial molding helmets and cranial banding except when used to avoid the need for surgery, and/or to facilitate a successful surgical outcome.
4. The following items are excluded, even if prescribed by a Physician:
  - Blood pressure cuff/monitor.
  - Enuresis alarm.
  - Non-wearable external defibrillator.
  - Trusses.
  - Ultrasonic nebulizers.
5. Repairs to prosthetic devices due to misuse, malicious damage or gross neglect.
6. Replacement of prosthetic devices due to misuse, malicious damage or gross neglect or to replace lost or stolen items.
7. Devices and computers to assist in communication and speech except for dedicated speech generating devices and tracheo-esophageal voice devices for which Benefits are provided as described under *Durable Medical Equipment* in Section 6, *Additional Coverage Details*.
8. Oral appliances for snoring.
9. Powered and non-powered exoskeleton devices.

## **Drugs**

1. Prescription drug products for outpatient use that are filled by a prescription order or refill.
2. Self-administered or self-infused medications. This exclusion does not apply to medications which, due to their characteristics, (as determined by UnitedHealthcare), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional in an outpatient setting. This exclusion does not apply to hemophilia treatment centers contracted to dispense hemophilia factor medications directly to Covered Persons for self-infusion.
3. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required in an Emergency and consumed in the Physician's office.
4. Over-the-counter drugs and treatments.
5. Growth hormone therapy.



6. Certain New Pharmaceutical Products and/or new dosage forms until the date as determined by the Claims Administrator or the Claims Administrator's designee, but no later than December 31st of the following calendar year.

This exclusion does not apply if you have a life-threatening Sickness or condition (one that is likely to cause death within one year of the request for treatment). If you have a life-threatening Sickness or condition, under such circumstances, Benefits may be available for the New Pharmaceutical Product to the extent provided for in Section 6, *Additional Coverage Details*.

7. A Pharmaceutical Product that contains (an) active ingredient(s) available in and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. Such determinations may be made up to six times during a calendar year.
8. A Pharmaceutical Product that contains (an) active ingredient(s) which is (are) a modified version of and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. Such determinations may be made up to six times during a calendar year.
9. Benefits for Pharmaceutical Products for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.
10. A Pharmaceutical Product with an approved biosimilar or a biosimilar and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. For the purpose of this exclusion a "biosimilar" is a biological Pharmaceutical Product approved based on showing that it is highly similar to a reference product (a biological Pharmaceutical Product) and has no clinically meaningful differences in terms of safety and effectiveness from the reference product. Such determinations may be made up to six times per calendar year.
11. Certain Pharmaceutical Products for which there are therapeutically equivalent (having essentially the same efficacy and adverse effect profile) alternatives available, unless otherwise required by law or approved by us. Such determinations may be made up to six times during a calendar year.
12. Certain Pharmaceutical Products that have not been prescribed by a Specialist.
13. Compounded drugs that contain certain bulk chemicals. Compounded drugs that are available as a similar commercially available Pharmaceutical Product.

### **Experimental or Investigational or Unproven Services**

1. Experimental or Investigational Services and Unproven Services and all services related to Experimental or Investigational and Unproven Services are excluded. The fact that an Experimental or Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in Benefits if the procedure is considered to be Experimental or Investigational or Unproven in the treatment of that particular condition.

This exclusion does not apply to Covered Health Services provided during a Clinical Trial for which Benefits are provided as described under *Clinical Trials* in Section 6, *Additional Coverage Details*.

### **Foot Care**

1. Hygienic and preventive maintenance foot care. Examples include:
  - Cleaning and soaking the feet.
  - Applying skin creams in order to maintain skin tone.

This exclusion does not apply to preventive foot care for Covered Persons who are at risk of neurological or vascular disease arising from diseases such as diabetes.

2. Treatment of flat feet.
3. Treatment of subluxation of the foot.
4. Shoes.
5. Shoe orthotics.
6. Shoe inserts.
7. Arch supports.

### **Medical Supplies**

1. Prescribed or non-prescribed medical and disposable supplies. Examples include:
  - Compression stockings.
  - Ace bandages.
  - Gauze and dressings.
  - Urinary catheters.

This exclusion does not apply to:

- Disposable supplies necessary for the effective use of Durable Medical Equipment or prosthetics devices for which Benefits are provided as described under *Durable Medical Equipment* and *Prosthetic Devices* in Section 6, *Additional Coverage Details*. This exception does not apply to supplies for the administration of medical food products.
  - Diabetic supplies for which Benefits are provided as described under *Diabetes Services* in Section 6, *Additional Coverage Details*.
  - Ostomy supplies for which Benefits are provided as described under *Ostomy Supplies* in Section 6, *Additional Coverage Details*.
2. Tubings and masks except when used with Durable Medical Equipment as described under *Durable Medical Equipment* in Section 6 *Additional Coverage Details*.

3. Prescribed or non-prescribed publicly available devices, software applications and/or monitors that can be used for non-medical purposes.
4. Repair or replacement of DME or orthotics due to misuse, malicious damage or gross neglect or to replace lost or stolen items.

### **Mental Health, Neurobiological Disorders - Autism Spectrum Disorder Services and Substance-Related and Addictive Disorders Services**

In addition to all other exclusions listed in this Section 8, *Exclusions and Limitations*, the exclusions listed directly below apply to services described under *Mental Health Services, Neurobiological Disorders - Autism Spectrum Disorder Services* and/or *Substance-Related and Addictive Disorders Services* in Section 6, *Additional Coverage Details*.

1. Services performed in connection with conditions not classified in the current edition of the *International Classification of Diseases* section on *Mental and Behavioral Disorders* or *Diagnostic and Statistical Manual of the American Psychiatric Association*.
2. Outside of an initial assessment, services as treatments for a primary diagnosis of conditions and problems that may be a focus of clinical attention; but are specifically noted not to be mental disorders within the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association*.
3. Outside of initial assessment, services as treatments for the primary diagnoses of learning disabilities, gambling disorder, and paraphilic disorders.
4. Services that are solely educational in nature or otherwise paid under state or federal law for purely educational purposes.
5. Tuition for or services that are school-based for children and adolescents required to be provided by, or paid for by, the school under the *Individuals with Disabilities Education Act*.
6. Outside of initial assessment, unspecified disorders for which the provider is not obligated to provide clinical rationale as defined in the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association*.
7. Transitional Living services.
8. Non-Medical 24-Hour Withdrawal Management.
9. High intensity residential care including *American Society of Addiction Medicine (ASAM)* criteria for Covered Persons with substance-related and addictive disorders who are unable to participate in their care due to significant cognitive impairment.

### **Nutrition**

1. Nutritional or cosmetic therapy using high dose or mega quantities of vitamins, minerals or elements, and other nutrition-based therapy. Examples include supplements,

electrolytes and foods of any kind (including high protein foods and low carbohydrate foods).

2. Individual and group nutritional counseling, including non-specific disease nutritional education such as general good eating habits, calorie control or dietary preferences. This exclusion does not apply to preventive care for which Benefits are provided under the *United States Preventive Services Task Force* requirement. This exclusion does not apply to medical or behavioral/mental health related education services that are provided as part of treatment for a disease by appropriately licensed or registered health care professionals when both of the following are true:
  - Nutritional education is required for a disease in which patient self-management is an important component of treatment.
  - There exists a knowledge deficit regarding the disease which requires the intervention of a trained health professional.
3. Food of any kind including modified food products such as low protein and low carbohydrate; enteral formula (including when administered using a pump), infant formula, and donor breast milk.
4. Foods that are not covered include:
  - Enteral feedings and other nutritional and electrolyte formulas, including when administered using a pump, infant formula and donor breast milk, even if they are specifically created to treat inborn errors of metabolism such as phenylketonuria (PKU), unless they are the only source of nutrition. Infant formula available over the counter is always excluded.
  - Foods to control weight, treat obesity (including liquid diets), lower cholesterol or control diabetes.
  - Oral vitamins and minerals.
  - Meals you can order from a menu, for an additional charge, during an Inpatient Stay.
  - Other dietary and electrolyte supplements.
5. Health education classes unless offered by UnitedHealthcare or its affiliates, including but not limited to asthma, tobacco cessation, and weight control classes.

### **Personal Care, Comfort or Convenience**

1. Television.
2. Telephone.
3. Beauty/barber service.
4. Guest service.
5. Supplies, equipment and similar incidentals for personal comfort. Examples include:
  - Air conditioners, air purifiers and filters and dehumidifiers.

- Batteries and battery chargers.
- Breast pumps. (This exclusion does not apply to breast pumps for which Benefits are provided under the *Health Resources and Services Administration (HRSA)* requirement.)
- Car seats.
- Chairs, bath chairs, feeding chairs, toddler chairs, ergonomically correct chairs, chair lifts and recliners.
- Exercise equipment and treadmills.
- Hot and cold compresses.
- Hot tubs.
- Humidifiers.
- Jacuzzis.
- Medical alert systems.
- Motorized beds, non-Hospital beds, comfort beds and mattresses.
- Music devices.
- Personal computers.
- Pillows.
- Power-operated vehicles.
- Radios.
- Safety equipment.
- Saunas.
- Stair lifts and stair glides.
- Strollers.
- Treadmills.
- Vehicle modifications such as van lifts.
- Video players.
- Whirlpools.

## Physical Appearance

1. Cosmetic Procedures. See the definition in Section 14, *Glossary*. Examples include:
  - Liposuction or removal of fat deposits considered undesirable, including fat accumulation under the breast and nipple. This exclusion does not apply to liposuction for which Benefits are provided as described under *Reconstructive Procedures* in Section 6, *Additional Coverage Details*.
  - Pharmacological regimens, nutritional procedures or treatments.
  - Scar or tattoo removal or revision procedures (such as salabrasion, chemosurgery and other such skin abrasion procedures).
  - Sclerotherapy treatment of veins.
  - Hair removal or replacement by any means.
  - Treatments for skin wrinkles or any treatment to improve the appearance of the skin.
  - Treatment for spider veins.
  - Skin abrasion procedures performed as a treatment for acne.
  - Treatments for hair loss.
  - Varicose vein treatment of the lower extremities, when it is considered cosmetic.
2. Replacement of an existing intact breast implant if the earlier breast implant was performed as a Cosmetic Procedure. **Note:** Replacement of an existing breast implant is

considered reconstructive if the initial breast implant followed mastectomy. See *Reconstructive Procedures* in Section 6, *Additional Coverage Details*.

3. Physical conditioning programs such as athletic training, body-building, exercise, fitness, flexibility, health club memberships and programs, spa treatments and diversion or general motivation.
4. Weight loss programs whether or not they are under medical supervision or for medical reasons, even if for morbid obesity.
5. Wigs and other scalp hair prosthesis regardless of the reason for the hair loss.
6. Treatment of benign gynecomastia (abnormal breast enlargement).

### **Procedures and Treatments**

1. Biofeedback.
2. Medical and surgical treatment of snoring, except when provided as a part of treatment for documented obstructive sleep apnea.
3. Rehabilitation services and Manipulative Treatment to improve general physical conditions that are provided to reduce potential risk factors, where significant therapeutic improvement is not expected, including routine, long-term or maintenance/preventive treatment.
4. Habilitative services or therapies for the purpose of general well-being or condition in the absence of a disabling condition.
5. Outpatient cognitive rehabilitation therapy except as Medically Necessary following traumatic brain Injury or stroke.
6. Speech therapy to treat stuttering, stammering, or other articulation disorders.
7. Rehabilitation services for speech therapy, except when required for treatment of a speech impairment or speech dysfunction that results from Injury, stroke, cancer, Congenital Anomaly or Autism Spectrum Disorder as identified under *Rehabilitation Services - Outpatient Therapy and Manipulative Treatment* in Section 6, *Additional Coverage Details*.
8. Excision or elimination of hanging skin on any part of the body. Examples include plastic surgery procedures called abdominoplasty and brachioplasty.
9. Stand-alone multi-disciplinary tobacco cessation programs. These are programs that usually include health care providers specializing in tobacco cessation and may include a psychologist, social worker or other licensed or certified professionals. The programs usually include intensive psychological support, behavior modification techniques and medications to control cravings.
10. Chelation therapy, except to treat heavy metal poisoning.

11. Physiological modalities and procedures that result in similar or redundant therapeutic effects when performed on the same body region during the same visit or office encounter.
12. Sex transformation operations and related services.
13. The following treatments for obesity:
  - Non-surgical treatment of obesity, even if for morbid obesity.
  - Surgical treatment of obesity unless there is a diagnosis of morbid obesity as described under *Obesity Surgery* in Section 6, *Additional Coverage Details*.
14. Obesity surgery that is not received by a Designated Provider.
15. Medical and surgical treatment of excessive sweating (hyperhidrosis).
16. The following services for the diagnosis and treatment of temporomandibular joint syndrome (TMJ): surface electromyography, Doppler analysis, vibration analysis, computerized mandibular scan or jaw tracking, craniosacral therapy, orthodontics, occlusal adjustment, and dental restorations.
17. Breast reduction surgery that is determined to be a Cosmetic Procedure.

This exclusion does not apply to breast reduction surgery which the Claims Administrator determines is requested to treat a physiologic functional impairment or to coverage required by the *Women's Health and Cancer Rights Act of 1998* for which Benefits are described under *Reconstructive Procedures* in Section 6, *Additional Coverage Details*.
18. Helicobacter pylori (H. pylori) serologic testing.
19. Intracellular micronutrient testing.
20. Cellular and Gene Therapy services not received from a Designated Provider.

## **Providers**

1. Services performed by a provider who is a family member by birth or marriage, including your Spouse, brother, sister, parent or child. This includes any service the provider may perform on themselves.
2. Services performed by a provider with your same legal residence.
3. Services ordered or delivered by a Christian Science practitioner.
4. Services performed by an unlicensed provider or a provider who is operating outside of the scope of their license.
5. Services provided at a Freestanding Facility or diagnostic Hospital-based Facility without an order written by a Physician or other provider. Services which are self-directed to a Freestanding Facility or diagnostic Hospital-based Facility. Services ordered by a Physician or other provider who is an employee or representative of a Freestanding Facility or diagnostic Hospital-based Facility, when that Physician or other provider:

- Has not been actively involved in your medical care prior to ordering the service.
- Is not actively involved in your medical care after the service is received.

This exclusion does not apply to mammography.

## Reproduction

1. Health care services and related expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. This exclusion does not apply to Benefits as described in Section 6, Additional Coverage Details.
2. The following services related to Gestational Carrier or Surrogate:
  - Fees for the use of a Gestational Carrier or Surrogate.
  - Insemination costs or InVitro fertilization procedures for a Surrogate or transfer of an embryo to a Gestational Carrier.
  - Pregnancy services for a Gestational Carrier or Surrogate who is not a Covered Person.
3. Donor, Gestational Carrier or Surrogate administration, agency fees or compensation.
4. The following services related to donor services for donor sperm, ovum (egg cell) or oocytes (eggs), or embryos (fertilized eggs):
  - Known egg donor (altruistic donation i.e. friend, relative or acquaintance) - The cost of donor eggs. Medical costs related to donor stimulation and egg retrieval. This refers to purchasing or receiving a donated egg that is fresh, or one that has already been retrieved and is frozen.
  - Purchased egg donor (i.e. clinic or egg bank) – The cost of donor eggs. Medical costs related to donor stimulation and egg retrieval. This refers to purchasing a donor egg that has already been retrieved and is frozen or choosing a donor who will then undergo an egg retrieval once they have been selected in the database.
  - Known donor sperm (altruistic donation i.e. friend, relative or acquaintance) – The cost of sperm collection, cryopreservation and storage. This refers to purchasing or receiving donated sperm that is fresh, or that has already been obtained and is frozen.
  - Purchased donor sperm (i.e. clinic or sperm bank) – The cost of procurement and storage of donor sperm. This refers to purchasing donor sperm that has already been obtained and is frozen or choosing a donor from a database.
5. The reversal of voluntary sterilization and voluntary sterilization.
6. Health care services and related expenses for surgical, non-surgical or drug-induced Pregnancy termination. This exclusion does not apply to treatment of a molar Pregnancy, ectopic Pregnancy, or missed abortion (commonly known as a miscarriage).
7. Health services and associated expenses for elective abortion or elective pregnancy termination is not covered, except for complications of pregnancy then termination is covered.



8. InVitro fertilization regardless of the reason for treatment.
9. Assisted Reproductive Technology procedures done for non-genetic disorder sex selection or eugenic (selective breeding) purposes.
10. Infertility treatment with voluntary sterilization currently in place (vasectomy, bilateral tubal ligation).
11. Infertility treatment following unsuccessful reversal of voluntary sterilization.
12. Infertility Treatment following the reversal of voluntary sterilization (tubal reversal/reanastomosis; vasectomy reversal/vasovasostomy or vasoepididymostomy).
13. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue.
14. Pre-implantation Genetic Testing for Aneuploidy (PGT-A) used to select embryos for transfer in order to increase the chance for conception.

### **Services Provided under Another Plan**

Services for which coverage is available:

1. Under another plan, except for Eligible Expenses payable as described in Section 10, *Coordination of Benefits (COB)*.
2. Under workers' compensation, or similar legislation if you could elect it, or could have it elected for you.
3. Services resulting from accidental bodily injuries arising out of a motor vehicle accident to the extent the services are payable under a medical expense payment provision of an automobile insurance policy.
4. While on active military duty.
5. For treatment of military service-related disabilities when you are legally entitled to other coverage, and facilities are reasonably available to you.

### **Transplants**

1. Health services for organ and tissue transplants except those described under *Transplantation Services* in Section 6, *Additional Coverage Details* unless UnitedHealthcare determines the transplant to be appropriate according to UnitedHealthcare's transplant guidelines.
2. Health services for transplants involving animal organs.
3. Health services connected with the removal of an organ or tissue from you for purposes of a transplant to another person. (Donor costs that are directly related to organ removal are payable for a transplant through the organ recipient's Benefits under the Plan.)

## Travel

1. Health services provided in a foreign country, unless required as Emergency Health Services.
2. Travel or transportation expenses. Additional travel expenses related to Covered Health Services received from a Designated Provider or other Network Provider may be reimbursed at the Plan's discretion. This exclusion does not apply to ambulance transportation for which Benefits are provided as described under *Ambulance Services* in Section 6, *Additional Coverage Details*.

## Types of Care

1. Custodial Care or maintenance care as defined in Section 14, *Glossary* or maintenance care.
2. Domiciliary Care, as defined in Section 14, *Glossary*.
3. Multi-disciplinary pain management programs provided on an inpatient basis for acute pain or for exacerbation of chronic pain.
4. Private Duty Nursing received on an inpatient basis.
5. Respite care. This exclusion does not apply to respite care that is part of an integrated hospice care program of services provided to a terminally ill person by a licensed hospice care agency for which Benefits are provided as described under *Hospice Care* in Section 6, *Additional Coverage Details*.
6. Rest cures.
7. Services of personal care attendants.
8. Work hardening (individualized treatment programs designed to return a person to work or to prepare a person for specific work).

## Vision and Hearing

1. Routine vision examinations, including refractive examinations to determine the need for vision correction.
2. Implantable lenses used only to correct a refractive error (such as *Intacs* corneal implants).
3. Purchase cost and associated fitting charges for eyeglasses or contact lenses except for the first pair of contact lenses or eyeglasses post-cataract surgery.
4. Bone anchored hearing aids except when either of the following applies:
  - For Covered Persons with craniofacial anomalies whose abnormal or absent ear canals preclude the use of a wearable hearing aid.

- For Covered Persons with hearing loss of sufficient severity that it would not be adequately remedied by a wearable hearing aid.

The Plan will not pay for more than one bone anchored hearing aid per Covered Person who meets the above coverage criteria during the entire period of time the Covered Person is enrolled in this Plan. In addition, repairs and/or replacement for a bone anchored hearing aid for Covered Persons who meet the above coverage are not covered, other than for malfunctions.

5. Eye exercise or vision therapy.
6. Surgery and other related treatment that is intended to correct nearsightedness, farsightedness, presbyopia and astigmatism including, but not limited to, procedures such as laser and other refractive eye surgery and radial keratotomy.

### **All Other Exclusions**

1. Autopsies and other coroner services and transportation services for a corpse.
2. Charges for:
  - Missed appointments.
  - Room or facility reservations.
  - Completion of claim forms.
  - Record processing.
3. Charges prohibited by federal anti-kickback or self-referral statutes.
4. Diagnostic tests that are:
  - Delivered in other than a Physician's office or health care facility.
  - Self-administered home diagnostic tests, including but not limited to HIV and Pregnancy tests.
5. Expenses for health services and supplies:
  - That are received as a result of war or any act of war, whether declared or undeclared, while part of any armed service force of any country. This exclusion does not apply to Covered Persons who are civilians injured or otherwise affected by war, any act of war or terrorism in a non-war zone.
  - That are received after the date your coverage under this Plan ends, including health services for medical conditions which began before the date your coverage under the Plan ends.
  - For which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under this Benefit Plan.
  - That exceed Eligible Expenses or any specified limitation in this SPD.
6. In the event a Non-Network provider waives, does not pursue, or fails to collect the Coinsurance, any deductible or other amount owed for a particular health service, no

Benefits are provided for the health service for which the Coinsurance and/or deductible are waived.

7. Foreign language and sign language interpretation services offered by or required to be provided by a Network or non-Network provider.
8. Long term (more than 30 days) storage of blood, umbilical cord or other material.
9. Health services and supplies that do not meet the definition of a Covered Health Service - see the definition in Section 14, *Glossary*. Covered Health Services are those health services including services, supplies or Pharmaceutical Products, which the Claims Administrator determines to be all of the following:
  - Medically Necessary.
  - Described as a Covered Health Service in this SPD under Section 6, *Additional Coverage Details* and in Section 5, *Plan Highlights*.
  - Not otherwise excluded in this SPD under this Section 8, *Exclusions and Limitations*.
10. Health services related to a non-Covered Health Service: When a service is not a Covered Health Service, all services related to that non-Covered Health Service are also excluded. This exclusion does not apply to services the Plan would otherwise determine to be Covered Health Services if they are to treat complications that arise from the non-Covered Health Service.

For the purpose of this exclusion, a "complication" is an unexpected or unanticipated condition that is superimposed on an existing disease and that affects or modifies the prognosis of the original disease or condition. Examples of a "complication" are bleeding or infections, following a Cosmetic Procedure, that require hospitalization.

11. Physical, psychiatric or psychological exams, testing, all forms of vaccinations and immunizations or treatments when:
  - Required solely for purposes of education, sports or camp, travel, career or employment, insurance, marriage or adoption; or as a result of incarceration.
  - Conducted for purposes of medical research. This exclusion does not apply to Covered Health Services provided during a Clinical Trial for which Benefits are provided as described under *Clinical Trials* in Section 6, *Additional Coverage Details*.
  - Related to judicial or administrative proceedings or orders.
  - Required to obtain or maintain a license of any type.

## SECTION 9 - CLAIMS PROCEDURES

**What this section includes:**

- How Network and non-Network claims work.
- What to do if your claim is denied, in whole or in part.

### Network Benefits

In general, if you receive Covered Health Services from a Network provider, UnitedHealthcare will pay the Physician or facility directly. If a Network provider bills you for any Covered Health Service other than your Coinsurance, please contact the provider or call UnitedHealthcare at the phone number on your ID card for assistance.

Keep in mind, you are responsible for meeting the Annual Deductible and paying any Coinsurance owed to a Network provider at the time of service, or when you receive a bill from the provider.

### Non-Network Benefits

If you receive a bill for Covered Health Services from a non-Network provider, you (or the provider if they prefer) must send the bill to UnitedHealthcare for processing. To make sure the claim is processed promptly and accurately, a completed claim form must be attached and mailed to UnitedHealthcare at the address on your ID card.

### If Your Provider Does Not File Your Claim

You can obtain a claim form by visiting [www.myuhc.com](http://www.myuhc.com), calling the toll-free number on your ID card or contacting the Benefits Office. If you do not have a claim form, simply attach a brief letter of explanation to the bill and verify that the bill contains the information listed below. If any of these items are missing from the bill, you can include them in your letter:

- Your name and address.
- The patient's name, age and relationship to the Participant.
- The number as shown on your ID card.
- The name, address and tax identification number of the provider of the service(s).
- A diagnosis from the Physician.
- The date of service.
- An itemized bill from the provider that includes:
  - The *Current Procedural Terminology (CPT)* codes.
  - A description of, and the charge for, each service.
  - The date the Sickness or Injury began.

- A statement indicating either that you are, or you are not, enrolled for coverage under any other health insurance plan or program. If you are enrolled for other coverage you must include the name and address of the other carrier(s).

Failure to provide all the information listed above may delay any reimbursement that may be due you.

For medical claims, the above information should be filed with UnitedHealthcare at the address on your ID card.

After UnitedHealthcare has processed your claim, you will receive payment for Benefits that the Plan allows. It is your responsibility to pay the non-Network provider the charges you incurred, including any difference between what you were billed and what the Plan paid.

### ***Payment of Benefits***

You may not assign, transfer, or in any way convey your Benefits under the Plan or any cause of action related to your Benefits under the Plan to a provider or to any other third party. Nothing in this Plan shall be construed to make the Plan, Plan Sponsor, or Claims Administrator or its affiliates liable for payments to a provider or to a third party to whom you may be liable for payments for Benefits.

The Plan will not recognize claims for Benefits brought by a third party. Also, any such third party shall not have standing to bring any such claim independently, as a Covered Person or beneficiary, or derivatively, as an assignee of a Covered Person or beneficiary.

References herein to “third parties” include references to providers as well as any collection agencies or third parties that have purchased accounts receivable from providers or to whom accounts receivables have been assigned.

As a matter of convenience to a Covered Person, and where practicable for the Claims Administrator (as determined in its sole discretion), the Claims Administrator may make payment of Benefits directly to a provider.

Any such payment to a provider:

- is NOT an assignment of your Benefits under the Plan or of any legal or equitable right to institute any proceeding relating to your Benefits; and
- is NOT a waiver of the prohibition on assignment of Benefits under the Plan; and
- shall NOT estop the Plan, Plan Sponsor, or Claims Administrator from asserting that any purported assignment of Benefits under the Plan is invalid and prohibited.

If this direct payment for your convenience is made, the Plan’s obligation to you with respect to such Benefits is extinguished by such payment. If any payment of your Benefits is made to a provider as a convenience to you, the Claims Administrator will treat you, rather than the provider, as the beneficiary of your claim for Benefits, and the Plan reserves the right to offset any Benefits to be paid to a provider by any amounts that the provider owes the Plan (including amounts owed as a result of the assignment of other plans’ overpayment

recovery rights to the Plan), pursuant to *Refund of Overpayments* in *Section 9: Coordination of Benefits*.

Eligible Expenses due to a non-Network provider for Covered Health Services that are subject to the *No Surprises Act* of the *Consolidated Appropriations Act (P.L. 116-260)* are paid directly to the provider.

### ***Form of Payment of Benefits***

Payment of Benefits under the Plan shall be in cash or cash equivalents, or in the form of other consideration that UnitedHealthcare in its discretion determines to be adequate.

### **Health Statements**

Each month in which UnitedHealthcare processes at least one claim for you or a covered Dependent, you will receive a Health Statement in the mail. Health Statements make it easy for you to manage your family's medical costs by providing claims information in easy-to-understand terms.

If you would rather track claims for yourself and your covered Dependents online, you may do so at [www.myuhc.com](http://www.myuhc.com). You may also elect to discontinue receipt of paper Health Statements by making the appropriate selection on this site.

### **Explanation of Benefits (EOB)**

You may request that UnitedHealthcare send you a paper copy of an Explanation of Benefits (EOB) after processing the claim. The EOB will let you know if there is any portion of the claim you need to pay. If any claims are denied in whole or in part, the EOB will include the reason for the denial or partial payment. If you would like paper copies of the EOBs, you may call the toll-free number on your ID card to request them. You can also view and print all of your EOBs online at [www.myuhc.com](http://www.myuhc.com). See Section 14, *Glossary*, for the definition of Explanation of Benefits.

#### **Important - Timely Filing of Non-Network Claims**

All claim forms for non-Network services must be submitted within 12 months after the date of service. Otherwise, the Plan will not pay any Benefits for that Eligible Expense, or Benefits will be reduced, as determined by UnitedHealthcare. This 12-month requirement does not apply if you are legally incapacitated. If your claim relates to an Inpatient Stay, the date of service is the date your Inpatient Stay ends.

### **Claim Denials and Appeals**

#### ***If Your Claim is Denied***

If a claim for Benefits is denied in part or in whole, you may call UnitedHealthcare at the number on your ID card before requesting a formal appeal. If UnitedHealthcare cannot resolve the issue to your satisfaction over the phone, you have the right to file a formal appeal as described below.

### ***How to Appeal a Denied Claim***

If you wish to appeal a denied pre-service request for Benefits, post-service claim or a rescission of coverage as described below, you or your authorized representative must submit your appeal in writing within 180 days of receiving the adverse benefit determination. You do not need to submit urgent care appeals in writing. This communication should include:

- The patient's name and ID number as shown on the ID card.
- The provider's name.
- The date of medical service.
- The reason you disagree with the denial.
- Any documentation or other written information to support your request.

You or your authorized representative may send a written request for an appeal to:

UnitedHealthcare - Appeals  
P.O. Box 30432  
Salt Lake City, Utah 84130-0432

For urgent care requests for Benefits that have been denied, you or your provider can call UnitedHealthcare at the toll-free number on your ID card to request an appeal.

#### **Types of claims**

The timing of the claims appeal process is based on the type of claim you are appealing. If you wish to appeal a claim, it helps to understand whether it is an:

- Urgent care request for Benefits.
- Pre-service request for Benefits.
- Post-service claim.
- Concurrent claim.

### ***Urgent Appeals that Require Immediate Action***

Your appeal may require immediate action if a delay in treatment could significantly increase the risk to your health, or the ability to regain maximum function, or cause severe pain. If your situation is urgent, your review will be conducted as quickly as possible. If you believe your situation is urgent, you may request an expedited review, and, if applicable, file an external review at the same time. For help call the Claims Administrator at the number listed on your health plan ID card. Generally, an urgent situation is when your life or health may be in serious jeopardy. Or when, in the opinion of your doctor, you may be experiencing severe pain that cannot be adequately controlled while you wait for a decision on your claim or appeal.



### ***Review of an Appeal***

UnitedHealthcare will conduct a full and fair review of your appeal. The appeal may be reviewed by:

- An appropriate individual(s) who did not make the initial benefit determination.
- A health care professional with appropriate expertise who was not consulted during the initial benefit determination process.

Once the review is complete, if UnitedHealthcare upholds the denial, you will receive a written explanation of the reasons and facts relating to the denial.

### ***Filing a Second Appeal***

Your Plan offers two levels of appeal. If you are not satisfied with the first level appeal decision, you have the right to request a second level appeal from UnitedHealthcare within 60 days from receipt of the first level appeal determination.

**Note:** Upon written request and free of charge, any Covered Persons may examine their claim and/or appeals file(s). Covered Persons may also submit evidence, opinions and comments as part of the internal claims review process. UnitedHealthcare will review all claims in accordance with the rules established by the *U.S. Department of Labor*. Any Covered Person will be automatically provided, free of charge, and sufficiently in advance of the date on which the notice of final internal adverse benefit determination is required, with: (i) any new or additional evidence considered, relied upon or generated by the Plan in connection with the claim; and, (ii) a reasonable opportunity for any Covered Person to respond to such new evidence or rationale.

### **External Review Program**

If, after exhausting your internal appeals, you are not satisfied with the determination made by UnitedHealthcare, or if UnitedHealthcare fails to respond to your appeal in accordance with applicable regulations regarding timing, you may be entitled to request an external review of UnitedHealthcare's determination. The process is available at no charge to you.

If one of the above conditions is met, you may request an external review of adverse benefit determinations based upon any of the following:

- Clinical reasons.
- The exclusions for Experimental or Investigational Service(s) or Unproven Service(s).
- Rescission of coverage (coverage that was cancelled or discontinued retroactively).
- As otherwise required by applicable law.

You or your representative may request a standard external review by sending a written request to the address set out in the determination letter. You or your representative may request an expedited external review, in urgent situations as detailed below, by calling the number on your ID card or by sending a written request to the address set out in the

determination letter. A request must be made within four months after the date you received UnitedHealthcare's decision.

An external review request should include all of the following:

- A specific request for an external review.
- The Covered Person's name, address, and insurance ID number.
- Your designated representative's name and address, when applicable.
- The service that was denied.
- Any new, relevant information that was not provided during the internal appeal.

An external review will be performed by an Independent Review Organization (IRO). UnitedHealthcare has entered into agreements with three or more IROs that have agreed to perform such reviews. There are two types of external reviews available:

- A standard external review.
- An expedited external review.

#### ***Standard External Review***

A standard external review is comprised of all of the following:

- A preliminary review by UnitedHealthcare of the request.
- A referral of the request by UnitedHealthcare to the IRO.
- A decision by the IRO.

Within the applicable timeframe after receipt of the request, UnitedHealthcare will complete a preliminary review to determine whether the individual for whom the request was submitted meets all of the following:

- Is or was covered under the Plan at the time the health care service or procedure that is at issue in the request was provided.
- Has exhausted the applicable internal appeals process.
- Has provided all the information and forms required so that UnitedHealthcare may process the request.

After UnitedHealthcare completes the preliminary review, UnitedHealthcare will issue a notification in writing to you. If the request is eligible for external review, UnitedHealthcare will assign an IRO to conduct such review. UnitedHealthcare will assign requests by either rotating claims assignments among the IROs or by using a random selection process.

The IRO will notify you in writing of the request's eligibility and acceptance for external review and if necessary, for any additional information needed to conduct the external review. You will generally have to submit the additional information in writing to the IRO

within ten business days following the date you receive the IRO's request for additional information. The IRO is not required to, but may, accept and consider additional information submitted by you after ten business days.

UnitedHealthcare will provide to the assigned IRO the documents and information considered in making UnitedHealthcare's determination. The documents include:

- All relevant medical records.
- All other documents relied upon by UnitedHealthcare.
- All other information or evidence that you or your Physician submitted. If there is any information or evidence you or your Physician wish to submit that was not previously provided, you may include this information with your external review request and UnitedHealthcare will include it with the documents forwarded to the IRO.

In reaching a decision, the IRO will review the claim as new and not be bound by any decisions or conclusions reached by UnitedHealthcare. The IRO will provide written notice of its determination (the "Final External Review Decision") within 45 days after it receives the request for the external review (unless they request additional time and you agree). The IRO will deliver the notice of Final External Review Decision to you and UnitedHealthcare, and it will include the clinical basis for the determination.

Upon receipt of a Final External Review Decision reversing UnitedHealthcare's determination, the Plan will immediately provide coverage or payment for the benefit claim at issue in accordance with the terms and conditions of the Plan, and any applicable law regarding plan remedies. If the Final External Review Decision agrees with UnitedHealthcare's determination, the Plan will not be obligated to provide Benefits for the health care service or procedure.

### ***Expedited External Review***

An expedited external review is similar to a standard external review. The most significant difference between the two is that the time periods for completing certain portions of the review process are much shorter, and in some instances you may file an expedited external review before completing the internal appeals process.

You may make a written or verbal request for an expedited external review if you receive either of the following:

- An adverse benefit determination of a claim or appeal if the adverse benefit determination involves a medical condition for which the time frame for completion of an expedited internal appeal would seriously jeopardize the life or health of the individual or would jeopardize the individual's ability to regain maximum function and you have filed a request for an expedited internal appeal.
- A final appeal decision, if the determination involves a medical condition where the timeframe for completion of a standard external review would seriously jeopardize the life or health of the individual or would jeopardize the individual's ability to regain maximum function, or if the final appeal decision concerns an admission, availability of

care, continued stay, or health care service, procedure or product for which the individual received emergency services, but has not been discharged from a facility.

Immediately upon receipt of the request, UnitedHealthcare will determine whether the individual meets both of the following:

- Is or was covered under the Plan at the time the health care service or procedure that is at issue in the request was provided.
- Has provided all the information and forms required so that UnitedHealthcare may process the request.

After UnitedHealthcare completes the review, UnitedHealthcare will immediately send a notice in writing to you. Upon a determination that a request is eligible for expedited external review, UnitedHealthcare will assign an IRO in the same manner UnitedHealthcare utilizes to assign standard external reviews to IROs. UnitedHealthcare will provide all necessary documents and information considered in making the adverse benefit determination or final adverse benefit determination to the assigned IRO electronically or by telephone or facsimile or any other available expeditious method. The IRO, to the extent the information or documents are available and the IRO considers them appropriate, must consider the same type of information and documents considered in a standard external review.

In reaching a decision, the IRO will review the claim as new and not be bound by any decisions or conclusions reached by UnitedHealthcare. The IRO will provide notice of the final external review decision for an expedited external review as expeditiously as the claimant's medical condition or circumstances require, but in no event more than 72 hours after the IRO receives the request. If the initial notice is not in writing, within 48 hours after the date of providing the initial notice, the assigned IRO will provide written confirmation of the decision to you and to UnitedHealthcare.

You may contact UnitedHealthcare at the toll-free number on your ID card for more information regarding external review rights, or if making a verbal request for an expedited external review.

### ***Timing of Appeals Determinations***

Separate schedules apply to the timing of claims appeals, depending on the type of claim. There are three types of claims:

- Urgent care request for Benefits - a request for Benefits provided in connection with urgent care services.
- Pre-Service request for Benefits - a request for Benefits which the Plan must approve or in which you must notify UnitedHealthcare before non-urgent care is provided.
- Post-Service - a claim for reimbursement of the cost of non-urgent care that has already been provided.

Please note that the decision is based only on whether or not Benefits are available under the Plan for the proposed treatment or procedure.

You may have the right to external review through an *Independent Review Organization (IRO)* upon the completion of the internal appeal process. Instructions regarding any such rights, and how to access those rights, will be provided in the Claims Administrator's decision letter to you.

The tables below describe the time frames which you and UnitedHealthcare are required to follow.

<b>Urgent Care Request for Benefits *</b>	
<b>Type of Request for Benefits or Appeal</b>	<b>Timing</b>
If your request for Benefits is incomplete, UnitedHealthcare must notify you within:	<b>24 hours</b>
You must then provide completed request for Benefits to UnitedHealthcare within:	<b>48 hours</b> after receiving notice of additional information required
UnitedHealthcare must notify you of the benefit determination within:	<b>72 hours</b>
If UnitedHealthcare denies your request for Benefits, you must appeal an adverse benefit determination no later than:	<b>180 days</b> after receiving the adverse benefit determination
UnitedHealthcare must notify you of the appeal decision within:	<b>72 hours</b> after receiving the appeal

\*You do not need to submit urgent care appeals in writing. You should call UnitedHealthcare as soon as possible to appeal an urgent care request for Benefits.

<b>Pre-Service Request for Benefits *</b>	
<b>Type of Request for Benefits or Appeal</b>	<b>Timing</b>
If your request for Benefits is filed improperly, UnitedHealthcare must notify you within:	<b>5 days</b>
If your request for Benefits is incomplete, UnitedHealthcare must notify you within:	<b>15 days</b>
You must then provide completed request for Benefits information to UnitedHealthcare within:	<b>45 days</b>
UnitedHealthcare must notify you of the benefit determination:	
■ if the initial request for Benefits is complete, within:	<b>15 days</b>

<b>Pre-Service Request for Benefits*</b>	
<b>Type of Request for Benefits or Appeal</b>	<b>Timing</b>
<ul style="list-style-type: none"> <li>■ after receiving the completed request for Benefits (if the initial request for Benefits is incomplete), within:</li> </ul>	<b>15 days</b>
You must appeal an adverse benefit determination no later than:	<b>180 days</b> after receiving the adverse benefit determination
UnitedHealthcare must notify you of the first level appeal decision within:	<b>15 days</b> after receiving the first level appeal
You must appeal the first level appeal (file a second level appeal) within:	<b>60 days</b> after receiving the first level appeal decision
UnitedHealthcare must notify you of the second level appeal decision within:	<b>15 days</b> after receiving the second level appeal

\*UnitedHealthcare may require a one-time extension for the initial claim determination, of no more than 15 days, only if more time is needed due to circumstances beyond control of the Plan.

<b>Post-Service Claims</b>	
<b>Type of Claim or Appeal</b>	<b>Timing</b>
If your claim is incomplete, UnitedHealthcare must notify you within:	<b>30 days</b>
You must then provide completed claim information to UnitedHealthcare within:	<b>45 days</b>
UnitedHealthcare must notify you of the benefit determination:	
<ul style="list-style-type: none"> <li>■ if the initial claim is complete, within:</li> </ul>	<b>30 days</b>
<ul style="list-style-type: none"> <li>■ after receiving the completed claim (if the initial claim is incomplete), within:</li> </ul>	<b>30 days</b>
You must appeal an adverse benefit determination no later than:	<b>180 days</b> after receiving the adverse benefit determination
UnitedHealthcare must notify you of the first level appeal decision within:	<b>30 days</b> after receiving the first level appeal
You must appeal the first level appeal (file a second level appeal) within:	<b>60 days</b> after receiving the first level appeal decision

<b>Post-Service Claims</b>	
<b>Type of Claim or Appeal</b>	<b>Timing</b>
UnitedHealthcare must notify you of the second level appeal decision within:	<b>30 days</b> after receiving the second level appeal

***Concurrent Care Claims***

If an on-going course of treatment was previously approved for a specific period of time or number of treatments, and your request to extend the treatment is an urgent care request for Benefits as defined above, your request will be decided within 24 hours, provided your request is made at least 24 hours prior to the end of the approved treatment. UnitedHealthcare will make a determination on your request for the extended treatment within 24 hours from receipt of your request.

If your request for extended treatment is not made at least 24 hours prior to the end of the approved treatment, the request will be treated as an urgent care request for Benefits and decided according to the timeframes described above. If an on-going course of treatment was previously approved for a specific period of time or number of treatments, and you request to extend treatment in a non-urgent circumstance, your request will be considered a new request and decided according to post-service or pre-service timeframes, whichever applies.

**Limitation of Action**

You cannot bring any legal action against North Texas Tollway Authority or the Claims Administrator to recover reimbursement until 90 days after you have properly submitted a request for reimbursement as described in this section and all required reviews of your claim have been completed. If you want to bring a legal action against North Texas Tollway Authority or the Claims Administrator, you must do so within three years from the expiration of the time period in which a request for reimbursement must be submitted or you lose any rights to bring such an action against North Texas Tollway Authority or the Claims Administrator.

You cannot bring any legal action against North Texas Tollway Authority or the Claims Administrator for any other reason unless you first complete all the steps in the appeal process described in this section. After completing that process, if you want to bring a legal action against North Texas Tollway Authority or the Claims Administrator you must do so within three years of the date you are notified of the final decision on your appeal or you lose any rights to bring such an action against North Texas Tollway Authority or the Claims Administrator.

## SECTION 10 - COORDINATION OF BENEFITS (COB)

### When You Have Coverage under More than One Plan

This section describes how Benefits under the Plan will be coordinated with those of any other plan that provides benefits to you.

### When Does Coordination of Benefits Apply?

This *Coordination of Benefits (COB)* provision applies to you if you are covered by more than one health benefits plan, including any one of the following:

- Another employer sponsored health benefits plan.
- A medical component of a group long-term care plan, such as skilled nursing care.
- No-fault or traditional "fault" type medical payment benefits or personal injury protection benefits under an auto insurance policy.
- Medical payment benefits under any premises liability or other types of liability coverage.
- Medicare or other governmental health benefit.

If coverage is provided under two or more plans, COB determines which plan is primary and which plan is secondary. The plan considered primary pays its benefits first, without regard to the possibility that another plan may cover some expenses. Any remaining expenses may be paid under the other plan, which is considered secondary. The Secondary Plan may determine its benefits based on the benefits paid by the Primary Plan. How much this Plan will reimburse you, if anything, will also depend in part on the Allowable Expense. The term, "Allowable Expense," is further explained below.

### What Are the Rules for Determining the Order of Benefit Payments?

#### *Order of Benefit Determination Rules*

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.

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

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



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

- A. This Plan will always be secondary to medical payment coverage or personal injury protection coverage under any auto liability or no-fault insurance policy.
- B. When you have coverage under two or more medical plans and only one has COB provisions, the plan without COB provisions will pay benefits first.
- C. Each Plan determines its order of benefits using the first of the following rules that apply:
  1. **Non-Dependent or Dependent.** The Plan that covers the person other than as a dependent, for example as an employee, former employee under COBRA, 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, policyholder, subscriber or retiree is the Secondary Plan and the other Plan is the Primary Plan.
  2. **Dependent Child Covered Under More Than One Coverage Plan.** Unless there is a court decree stating otherwise, plans covering a dependent child shall determine the order of benefits as follows:
    - a) For a dependent child whose parents are married or are living together, whether or not they have ever been married:
      - (1) The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or
      - (2) If both parents have the same birthday, the Plan that covered the parent longest is the Primary Plan.
    - b) For a dependent child whose parents are divorced or separated or are not living together, whether or not they have ever been married:
      - (1) 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. If the parent with responsibility has no health care coverage for the dependent child's health care expenses, but that parent's spouse does, that parent's spouse's plan is the Primary Plan. This shall not apply with respect to any plan year during which benefits are paid or provided before the entity has actual knowledge of the court decree provision.
      - (2) 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 subparagraph a) above shall determine the order of benefits.
      - (3) 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 subparagraph a) above shall determine the order of benefits.

(4) If there is no court decree allocating responsibility for the child's health care expenses or health care coverage, the order of benefits for the child are as follows:

- a) The Plan covering the Custodial Parent.
- b) The Plan covering the Custodial Parent's spouse.
- c) The Plan covering the non-Custodial Parent.
- d) The Plan covering the non-Custodial Parent's spouse.

For purpose of this section, 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.

- c) For a dependent child covered under more than one plan of individuals who are not the parents of the child, the order of benefits shall be determined, as applicable, under subparagraph a) or b) above as if those individuals were parents of the child.
- d) (i) For a dependent child who has coverage under either or both parents' plans and also has his or her own coverage as a dependent under a spouse's plan, the rule in paragraph (5) applies.  
(ii) In the event the dependent child's coverage under the spouse's plan began on the same date as the dependent child's coverage under either or both parents' plans, the order of benefits shall be determined by applying the birthday rule in subparagraph (a) to the dependent child's parent(s) and the dependent's spouse.

- 3. **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 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 D.1. can determine the order of benefits.
- 4. **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 D.1. can determine the order of benefits.
- 5. **Longer or Shorter Length of Coverage.** The Plan that covered the person the longer period of time is the Primary Plan and the Plan that covered the person the shorter period of time is the Secondary Plan.
- 6. 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.

### **How Are Benefits Paid When This Plan is Secondary?**

If this Plan is secondary, it determines the amount it will pay for a Covered Health Services by following the steps below.

- The Plan determines the amount it would have paid based on the Allowable Expense.
- If this Plan would have paid the same amount or less than the Primary Plan paid, this Plan pays no Benefits.
- If this Plan would have paid more than the Primary Plan paid, the Plan will pay the difference.

You will be responsible for any applicable Copayment, Coinsurance or Deductible payments as part of the COB payment. The maximum combined payment you can receive from all plans may be less than 100% of the Allowable Expense.

### **How is the Allowable Expense Determined when this Plan is Secondary?**

#### ***Determining the Allowable Expense If this Plan is Secondary***

What is an Allowable Expense? For purposes of COB, an Allowable Expense is a health care expense that is covered at least in part by one of the health benefit plans covering you.

When the provider is a Network provider for both the Primary Plan and this Plan, the Allowable Expense is the Primary Plan's network rate. When the provider is a network provider for the Primary Plan and a non-Network provider for this Plan, the Allowable Expense is the Primary Plan's network rate. When the provider is a non-Network provider for the Primary Plan and a Network provider for this Plan, the Allowable Expense is the reasonable and customary charges allowed by the Primary Plan. When the provider is a non-Network provider for both the Primary Plan and this Plan, the Allowable Expense is the greater of the two Plans' reasonable and customary charges. If this plan is secondary to Medicare, please also refer to the discussion in the section below, titled "Determining the Allowable Expense When this Plan is Secondary to Medicare".

### **What is Different When You Qualify for Medicare?**

#### ***Determining Which Plan is Primary When You Qualify for Medicare***

As permitted by law, this Plan will pay Benefits second to Medicare when you become eligible for Medicare, even if you don't elect it. There are, however, Medicare-eligible individuals for whom the Plan pays Benefits first and Medicare pays benefits second:

- Employees with active current employment status age 65 or older and their Spouses age 65 or older (however, domestic partners are excluded as provided by Medicare).
- Individuals with end-stage renal disease, for a limited period of time.
- Disabled individuals under age 65 with current employment status and their Dependents under age 65.

***Determining the Allowable Expense When this Plan is Secondary to Medicare***

If this Plan is secondary to Medicare, the Medicare approved amount is the Allowable Expense, as long as the provider accepts reimbursement directly from Medicare. If the provider accepts reimbursement directly from Medicare, the Medicare approved amount is the charge that Medicare has determined that it will recognize and which it reports on an "explanation of Medicare benefits" issued by Medicare (the "EOMB") for a given service. Medicare typically reimburses such providers a percentage of its approved charge – often 80%.

If the provider does not accept assignment of your Medicare benefits, the Medicare limiting charge (the most a provider can charge you if they don't accept Medicare – typically 115% of the Medicare approved amount) will be the Allowable Expense. Medicare payments, combined with Plan Benefits, will not exceed 100% of the Allowable Expense.

If you are eligible for, but not enrolled in, Medicare, and this Plan is secondary to Medicare, or if you have enrolled in Medicare but choose to obtain services from a provider that does not participate in the Medicare program (as opposed to a provider who does not accept assignment of Medicare benefits), Benefits will be paid on a secondary basis under this Plan and will be determined as if you timely enrolled in Medicare and obtained services from a Medicare participating provider.

When calculating the Plan's Benefits in these situations, and when Medicare does not issue an EOMB, for administrative convenience the Claims Administrator will treat the provider's billed charges for covered services as the Allowable Expense for both the Plan and Medicare, rather than the Medicare approved amount or Medicare limiting charge.

**Medicare Crossover Program**

The Plan offers a Medicare Crossover program for Medicare Part A and Part B and Durable Medical Equipment (DME) claims. Under this program, you no longer have to file a separate claim with the Plan to receive secondary benefits for these expenses. Your Dependent will also have this automated Crossover, as long as he or she is eligible for Medicare and this Plan is your only secondary medical coverage.

Once the Medicare Part A and Part B and DME carriers have reimbursed your health care provider, the Medicare carrier will electronically submit the necessary information to the Claims Administrator to process the balance of your claim under the provisions of this Plan.

You can verify that the automated crossover took place when your copy of the explanation of Medicare benefits (EOMB) states your claim has been forwarded to your secondary carrier.

This crossover process does not apply to expenses that Medicare does not cover. You must continue to file claims for these expenses.

For information about enrollment or if you have questions about the program, call the telephone number listed on your ID card.

## **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 Claims Administrator may get the facts needed 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 Claims Administrator does not need to tell, or get the consent of, any person to do this. Each person claiming benefits under this Plan must give the Claims Administrator any facts needed to apply those rules and determine benefits payable. If you do not provide the Claims Administrator the information needed to apply these rules and determine the Benefits payable, your claim for Benefits will be denied.

## **Does This Plan Have the Right of Recovery?**

### ***Overpayment and Underpayment of Benefits***

If you are covered under more than one medical plan, there is a possibility that the other plan will pay a benefit that the Plan should have paid. If this occurs, the Plan may pay the other plan the amount owed.

If the Plan pays you more than it owes under this COB provision, you should pay the excess back promptly. Otherwise, the Plan Sponsor may recover the amount in the form of salary, wages, or benefits payable under any Plan Sponsor-funded benefit plans, including this Plan. The Plan Sponsor also reserves the right to recover any overpayment by legal action or offset payments on future Eligible Expenses.

If the Plan overpays a health care provider, the Claims Administrator reserves the right to recover the excess amount from the provider pursuant to Refund of Overpayments, below.

### ***Refund of Overpayments***

If the Plan pays for Benefits for expenses incurred on account of you, you, or any other person or organization that was paid, must make a refund to the Plan if:

- The Plan's obligation to pay Benefits was contingent on the expenses incurred being legally owed and paid by you, but all or some of the expenses were not paid by you or did not legally have to be paid by you.
- All or some of the payment the Plan made exceeded the Benefits under the Plan.
- All or some of the payment was made in error.

The amount that must be refunded equals the amount the Plan paid in excess of the amount that should have been paid under the Plan. If the refund is due from another person or organization, you agree to help the Plan get the refund when requested.

If the refund is due from you and you do not promptly refund the full amount owed, the Plan may recover the overpayment by reallocating the overpaid amount to pay, in whole or in part, future Benefits for you that are payable under the Plan. If the refund is due from a person or organization other than you, the Plan may recover the overpayment by

reallocating the overpaid amount to pay, in whole or in part, (i) future Benefits that are payable in connection with services provided to other Covered Persons under the Plan; or (ii) future Benefits that are payment in connection with services provided to persons under other plans for which the Claims Administrator processes payments, pursuant to a transaction in which the Plan's overpayment recovery rights are assigned to such other plans in exchange for such plans' remittance of the amount of the reallocated payment. The reallocated payment amount will either:

- equal the amount of the required refund, or
- if less than the full amount of the required refund, will be deducted from the amount of refund owed to the Plan.

The Plan may have other rights in addition to the right to reallocate overpaid amounts and other enumerated rights, including the right to commence a legal action.

## SECTION 11 - SUBROGATION AND REIMBURSEMENT

The Plan has a right to subrogation and reimbursement. References to "you" or "your" in this Subrogation and Reimbursement section shall include you, your estate and your heirs and beneficiaries unless otherwise stated.

Subrogation applies when the plan has paid Benefits on your behalf for a Sickness or Injury for which any third party is allegedly to be responsible. The right to subrogation means that the Plan is substituted to and shall succeed to any and all legal claims that you may be entitled to pursue against any third party for the Benefits that the Plan has paid that are related to the Sickness or Injury for which any third party is considered responsible.

### ***Subrogation - Example***

Suppose you are injured in a car accident that is not your fault, and you receive Benefits under the Plan to treat your injuries. Under subrogation, the Plan has the right to take legal action in your name against the driver who caused the accident and that driver's insurance carrier to recover the cost of those Benefits.

The right to reimbursement means that if it is alleged that any third party caused or is responsible for a Sickness or Injury for which you receive a settlement, judgment, or other recovery from any third party, you must use those proceeds to fully return to the Plan 100% of any Benefits you receive for that Sickness or Injury. The right of reimbursement shall apply to any Benefits received at any time until the rights are extinguished, resolved or waived in writing.

### ***Reimbursement - Example***

Suppose you are injured in a boating accident that is not your fault, and you receive Benefits under the Plan as a result of your injuries. In addition, you receive a settlement in a court proceeding from the individual who caused the accident. You must use the settlement funds to return to the plan 100% of any Benefits you received to treat your injuries.

The following persons and entities are considered third parties:

- A person or entity alleged to have caused you to suffer a Sickness, Injury or damages, or who is legally responsible for the Sickness, Injury or damages.
- Any insurer or other indemnifier of any person or entity alleged to have caused or who caused the Sickness, Injury or damages.
- The Plan Sponsor in a workers' compensation case or other matter alleging liability.
- Any person or entity who is or may be obligated to provide Benefits or payments to you, including Benefits or payments for underinsured or uninsured motorist protection, no-fault or traditional auto insurance, medical payment coverage (auto, homeowners or otherwise), workers' compensation coverage, other insurance carriers or third party administrators.

- Any person or entity against whom you may have any claim for professional and/or legal malpractice arising out of or connected to a Sickness or Injury you allege or could have alleged were the responsibility of any third party.
- Any person or entity that is liable for payment to you on any equitable or legal liability theory.

You agree as follows:

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

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

- The Plan has a first priority right to receive payment on any claim against any third party before you receive payment from that third party. Further, the Plan's first priority right to payment is superior to any and all claims, debts or liens asserted by any medical providers, including but not limited to hospitals or emergency treatment facilities, that assert a right to payment from funds payable from or recovered from an allegedly responsible third party and/or insurance carrier.
- The Plan's subrogation and reimbursement rights apply to full and partial settlements, judgments, or other recoveries paid or payable to you or your representative, your estate, your heirs and beneficiaries, no matter how those proceeds are captioned or characterized. Payments include, but are not limited to, economic, non-economic, pecuniary, consortium and punitive damages. The Plan is not required to help you to pursue your claim for damages or personal injuries and no amount of associated costs, including attorneys' fees, shall be deducted from the Plan's recovery without the Plan's express written consent. No so-called "Fund Doctrine" or "Common Fund Doctrine" or "Attorney's Fund Doctrine" shall defeat this right.



- Regardless of whether you have been fully compensated or made whole, the Plan may collect from you the proceeds of any full or partial recovery that you or your legal representative obtain, whether in the form of a settlement (either before or after any determination of liability) or judgment, no matter how those proceeds are captioned or characterized. Proceeds from which the Plan may collect include, but are not limited to, economic, non-economic, and punitive damages. No "collateral source" rule, any "Made-Whole Doctrine" or "Make-Whole Doctrine," claim of unjust enrichment, nor any other equitable limitation shall limit the Plan's subrogation and reimbursement rights.
- Benefits paid by the Plan may also be considered to be Benefits advanced.
- If you receive any payment from any party as a result of Sickness or Injury, and the Plan alleges some or all of those funds are due and owed to the Plan, you and/or your representative shall hold those funds in trust, either in a separate bank account in your name or in your representative's trust account.
- By participating in and accepting Benefits from the Plan, you agree that (i) any amounts recovered by you from any third party shall constitute Plan assets to the extent of the amount of Plan Benefits provided on behalf of the Covered Person, (ii) you and your representative shall be fiduciaries of the Plan (within the meaning of ERISA) with respect to such amounts, and (iii) you shall be liable for and agree to pay any costs and fees (including reasonable attorney fees) incurred by the Plan to enforce its reimbursement rights.
- The Plan's rights to recovery will not be reduced due to your own negligence.
- By participating in and accepting Benefits from the Plan, you agree to assign to the Plan any Benefits, claims or rights of recovery you have under any automobile policy - including no-fault Benefits, PIP Benefits and/or medical payment Benefits - other coverage or against any third party, to the full extent of the Benefits the Plan has paid for the Sickness or Injury. By agreeing to provide this assignment in exchange for participating in and accepting Benefits, you acknowledge and recognize the Plan's right to assert, pursue and recover on any such claim, whether or not you choose to pursue the claim, and you agree to this assignment voluntarily.
- The Plan may, at its option, take necessary and appropriate action to preserve its rights under these provisions, including but not limited to, providing or exchanging medical payment information with an insurer, the insurer's legal representative or other third party; filing an ERISA reimbursement lawsuit to recover the full amount of medical Benefits you receive for the Sickness or Injury out of any settlement, judgment or other recovery from any third party considered responsible and filing suit in your name or your estate's name, which does not obligate the Plan in any way to pay you part of any recovery the Plan might obtain. Any ERISA reimbursement lawsuit stemming from a refusal to refund Benefits as required under the terms of the Plan is governed by a six-year statute of limitations.
- You may not accept any settlement that does not fully reimburse the Plan, without its written approval.
- The Plan has the authority and discretion to resolve all disputes regarding the interpretation of the language stated herein.

- In the case of your death, giving rise to any wrongful death or survival claim, the provisions of this section apply to your estate, the personal representative of your estate, and your heirs or beneficiaries. In the case of your death the Plan's right of reimbursement and right of subrogation shall apply if a claim can be brought on behalf of you or your estate that can include a claim for past medical expenses or damages. The obligation to reimburse the Plan is not extinguished by a release of claims or settlement agreement of any kind.
- No allocation of damages, settlement funds or any other recovery, by you, your estate, the personal representative of your estate, your heirs, your beneficiaries or any other person or party, shall be valid if it does not reimburse the Plan for 100% of its interest unless the Plan provides written consent to the allocation.
- The provisions of this section apply to the parents, guardian, or other representative of a Dependent child who incurs a Sickness or Injury caused by any third party. If a parent or guardian may bring a claim for damages arising out of a minor's Sickness or Injury, the terms of this subrogation and reimbursement clause shall apply to that claim.
- If a third party causes or is alleged to have caused you to suffer a Sickness or Injury while you are covered under this Plan, the provisions of this section continue to apply, even after you are no longer covered.
- In the event that you do not abide by the terms of the Plan pertaining to reimbursement, the Plan may terminate Benefits to you, your dependents or the participant, deny future Benefits, take legal action against you, and/or set off from any future Benefits the value of Benefits the Plan has paid relating to any Sickness or Injury alleged to have been caused or caused by any third party to the extent not recovered by the Plan due to your failure to abide by the terms of the Plan. If the Plan incurs attorneys' fees and costs in order to collect third party settlement funds held by you or your representative, the Plan has the right to recover those fees and costs from you. You will also be required to pay interest on any amounts you hold which should have been returned to the Plan.
- The Plan and all Administrators administering the terms and conditions of the Plan's subrogation and reimbursement rights have such powers and duties as are necessary to discharge its duties and functions, including the exercise of its discretionary authority to (1) construe and enforce the terms of the Plan's subrogation and reimbursement rights and (2) make determinations with respect to the subrogation amounts and reimbursements owed to the Plan.

### **Right of Recovery**

The Plan also has the right to recover Benefits it has paid on you or your Dependent's behalf that were:

- Made in error.
- Due to a mistake in fact.
- Advanced during the time period of meeting the calendar year Deductible.
- Advanced during the time period of meeting the Out-of-Pocket Maximum for the calendar year.

Benefits paid because you or your Dependent misrepresented facts are also subject to recovery.

If the Plan provides a Benefit for you or your Dependent that exceeds the amount that should have been paid, the Plan will:

- Require that the overpayment be returned when requested.
- Reduce a future Benefit payment for you or your Dependent by the amount of the overpayment.

If the Plan provides an advancement of Benefits to you or your Dependent during the time period of meeting the Deductible and/or meeting the Out-of-Pocket Maximum for the calendar year, the Plan will send you or your Dependent a monthly statement identifying the amount you owe with payment instructions. The Plan has the right to recover Benefits it has advanced by:

- Submitting a reminder letter to you or a covered Dependent that details any outstanding balance owed to the Plan.
- Conducting courtesy calls to you or a covered Dependent to discuss any outstanding balance owed to the Plan.

## SECTION 12 - WHEN COVERAGE ENDS

**What this section includes:**

- Circumstances that cause coverage to end.
- How to continue coverage after it ends.

Your entitlement to Benefits automatically ends on the date that coverage ends, even if you are hospitalized or are otherwise receiving medical treatment on that date.

When your coverage ends, North Texas Tollway Authority will still pay claims for Covered Health Services that you received before your coverage ended. However, once your coverage ends, Benefits are not provided for health services that you receive after coverage ended, even if the underlying medical condition occurred before your coverage ended.

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

- The last day of the month your employment with the Company ends.
- The date the Plan ends.
- The last day of the month you stop making the required contributions.
- The last day of the month you are no longer eligible.
- The last day of the month UnitedHealthcare receives written notice from North Texas Tollway Authority to end your coverage, or the date requested in the notice, if later.
- The last day of the month you retire or are pensioned under the Plan, unless specific coverage is available for retired or pensioned persons and you are eligible for that coverage.

Coverage for your eligible Dependents will end on the earliest of:

- The date your coverage ends.
- The last day of the month you stop making the required contributions.
- The last day of the month UnitedHealthcare receives written notice from North Texas Tollway Authority to end your coverage, or the date requested in the notice, if later.
- The last day of the month your Dependents no longer qualify as Dependents under this Plan.

### ***Other Events Ending Your Coverage***

The Plan will provide at least thirty days' prior written notice to you that your coverage will end on the date identified in the notice if you commit an act, practice, or omission that constituted fraud, or an intentional misrepresentation of a material fact including, but not limited to, knowingly providing incorrect information relating to another person's eligibility or status as a Dependent. You may appeal this decision during the 30-day notice period. The notice will contain information on how to pursue your appeal.

**Note:** If UnitedHealthcare and North Texas Tollway Authority find that you have performed an act, practice, or omission that constitutes fraud, or have made an intentional misrepresentation of material fact, North Texas Tollway Authority has the right to demand that you pay back all Benefits North Texas Tollway Authority paid to you, or paid in your name, during the time you were incorrectly covered under the Plan.

### **Coverage for a Disabled Dependent Child**

Coverage for an unmarried enrolled Dependent child who is disabled will not end just because the child has reached a certain age. The Plan will extend the coverage for that child beyond the limiting age if both of the following are true regarding the enrolled Dependent child:

- Is not able to be self-supporting because of mental or physical handicap or disability.
- Depends mainly on you for support.

Coverage will continue as long as the enrolled Dependent is medically certified as disabled and dependent unless coverage is otherwise terminated in accordance with the terms of the Plan.

The Plan will ask you to furnish proof of the medical certification of disability within 31 days of the date coverage would otherwise have ended because the child reached a certain age. Before the Plan agrees to this extension of coverage for the child, the Plan may require that a Physician chosen by the Plan examine the child. The Plan will pay for that examination.

The Plan may continue to ask you for proof that the child continues to be disabled and dependent. Such proof might include medical examinations at the Plan's expense. However, the Plan will not ask for this information more than once a year.

If you do not provide proof of the child's disability and dependency within 31 days of the Plan's request as described above, coverage for that child will end.

### **Continuing Coverage Through COBRA**

If you lose your Plan coverage, you may have the right to extend it under the *Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)*, as defined in Section 14, *Glossary*.

Continuation coverage under *COBRA* is available only to Plans that are subject to the terms of *COBRA*. You can contact your Plan Administrator to determine if North Texas Tollway Authority is subject to the provisions of *COBRA*.

#### ***Continuation Coverage under Federal Law (COBRA)***

Much of the language in this section comes from the federal law that governs continuation coverage. You should call your Plan Administrator if you have questions about your right to continue coverage.

In order to be eligible for continuation coverage under federal law, you must meet the definition of a "Qualified Beneficiary". A Qualified Beneficiary is any of the following persons who were covered under the Plan on the day before a qualifying event:

- A Participant.
- A Participant's enrolled Dependent, including with respect to the Participant's children, a child born to or placed for adoption with the Participant during a period of continuation coverage under federal law.
- A Participant's former Spouse.

***Qualifying Events for Continuation Coverage under COBRA***

The following table outlines situations in which you may elect to continue coverage under COBRA for yourself and your Dependents, and the maximum length of time you can receive continued coverage. These situations are considered qualifying events.

If Coverage Ends Because of the Following Qualifying Events:	You May Elect COBRA:		
	For Yourself	For Your Spouse	For Your Child(ren)
Your work hours are reduced	18 months	18 months	18 months
Your employment terminates for any reason (other than gross misconduct)	18 months	18 months	18 months
You or your family member become eligible for Social Security disability benefits at any time within the first 60 days of losing coverage <sup>1</sup>	29 months	29 months	29 months
You die	N/A	36 months	36 months
You divorce (or legally separate)	N/A	36 months	36 months
Your child is no longer an eligible family member (e.g., reaches the maximum age limit)	N/A	N/A	36 months
You become entitled to Medicare	N/A	See table below	See table below
North Texas Tollway Authority files for bankruptcy under Title 11, United States Code. <sup>2</sup>	36 months	36 months <sup>3</sup>	36 months <sup>3</sup>

<sup>1</sup>Subject to the following conditions: (i) notice of the disability must be provided within the latest of 60 days after a). the determination of the disability, b). the date of the qualifying event, c). the date the Qualified Beneficiary would lose coverage under the Plan, and in no event later than the end of the first 18 months; (ii) the Qualified Beneficiary must agree to pay any increase in the required premium for the additional 11 months over the original 18 months; and (iii) if the Qualified Beneficiary entitled to the 11 months of coverage has non-disabled family members who are also Qualified Beneficiaries, then those non-disabled Qualified Beneficiaries are also entitled to the additional 11 months of continuation coverage. Notice of any final determination that the Qualified Beneficiary is no longer disabled must be provided within 30 days of such determination. Thereafter, continuation coverage may be terminated on the first day of the month that begins more than 30 days after the date of that determination.

<sup>2</sup>This is a qualifying event for any Retired Participant and their enrolled Dependents if there is a substantial elimination of coverage within one year before or after the date the bankruptcy was filed.

<sup>3</sup>From the date of the Participant's death if the Participant dies during the continuation coverage.

***How Your Medicare Eligibility Affects Dependent COBRA Coverage***

The table below outlines how your Dependents' COBRA coverage is impacted if you become entitled to Medicare.

If Dependent Coverage Ends When:	You May Elect COBRA Dependent Coverage For Up To:
You become entitled to Medicare and don't experience any additional qualifying events	18 months
You become entitled to Medicare, after which you experience a second qualifying event* before the initial 18-month period expires	36 months
You experience a qualifying event*, after which you become entitled to Medicare before the initial 18-month period expires; and, if absent this initial qualifying event, your Medicare entitlement would have resulted in loss of Dependent coverage under the Plan	36 months

\* Your work hours are reduced; or your employment is terminated for reasons other than gross misconduct.

***Getting Started***

You will be notified by mail if you become eligible for COBRA coverage as a result of a reduction in work hours or termination of employment. The notification will give you instructions for electing COBRA coverage and advise you of the monthly cost. Your monthly cost is the full cost, including both Participant and Employer costs, plus a 2% administrative fee or other cost as permitted by law.

You will have up to 60 days from the date you receive notification or 60 days from the date your coverage ends to elect COBRA coverage, whichever is later. You will then have an

additional 45 days to pay the cost of your COBRA coverage, retroactive to the date your Plan coverage ended.

During the 60-day election period, the Plan will, only in response to a request from a provider, inform that provider of your right to elect COBRA coverage, retroactive to the date your COBRA eligibility began.

While you are a participant in the medical Plan under COBRA, you have the right to change your coverage election:

- During Open Enrollment.
- Following a change in family status, as described under *Changing Your Coverage* in Section 2, *Introduction*.

### ***Notification Requirements***

If your covered Dependents lose coverage due to divorce, legal separation, or loss of Dependent status, you or your Dependents must notify the Plan Administrator within 60 days of the latest of:

- The date of the divorce, legal separation or an enrolled Dependent's loss of eligibility as an enrolled Dependent.
- The date your enrolled Dependent would lose coverage under the Plan.
- The date on which you or your enrolled Dependent are informed of your obligation to provide notice and the procedures for providing such notice.

You or your Dependents must also notify the Plan Administrator when a qualifying event occurs that will extend continuation coverage.

If you or your Dependents fail to notify the Plan Administrator of these events within the 60 day period, the Plan Administrator is not obligated to provide continued coverage to the affected Qualified Beneficiary. If you are continuing coverage under federal law, you must notify the Plan Administrator within 60 days of the birth or adoption of a child.

Once you have notified the Plan Administrator, you will then be notified by mail of your election rights under COBRA.

### ***Notification Requirements for Disability Determination***

If you extend your COBRA coverage beyond 18 months because you are eligible for disability benefits from Social Security, you must provide the Benefits Office with notice of the Social Security Administration's determination within 60 days after you receive that determination, and before the end of your initial 18-month continuation period.

The notice requirements will be satisfied by providing written notice to the Plan Administrator at the address stated in Section 15, *Important Administrative Information*. The contents of the notice must be such that the Plan Administrator is able to determine the



covered Employee and qualified beneficiary(ies), the qualifying event or disability, and the date on which the qualifying event occurred.

### ***Trade Act of 2002***

The Trade Act of 2002 amended COBRA to provide for a special second 60-day COBRA election period for certain Participants who have experienced a termination or reduction of hours and who lose group health plan coverage as a result. The special second COBRA election period is available only to a very limited group of individuals: generally, those who are receiving trade adjustment assistance (TAA) or 'alternative trade adjustment assistance' under a federal law called the Trade Act of 1974. These Participants are entitled to a second opportunity to elect COBRA coverage for themselves and certain family members (if they did not already elect COBRA coverage), but only within a limited period of 60 days from the first day of the month when an individual begins receiving TAA (or would be eligible to receive TAA but for the requirement that unemployment benefits be exhausted) and only during the six months immediately after their group health plan coverage ended.

If a Participant qualifies or may qualify for assistance under the Trade Act of 1974, they should contact the Plan Administrator for additional information. The Participant must contact the Plan Administrator promptly after qualifying for assistance under the Trade Act of 1974 or the Participant will lose their special COBRA rights. COBRA coverage elected during the special second election period is not retroactive to the date that Plan coverage was lost; but begins on the first day of the special second election period.

### **When COBRA Ends**

COBRA coverage will end before the maximum continuation period, on the earliest of the following dates:

- The date, after electing continuation coverage, that coverage is first obtained under any other group health plan.
- The date, after electing continuation coverage, that you or your covered Dependent first becomes entitled to Medicare.
- The date coverage ends for failure to make the first required premium payment (premium is not paid within 45 days).
- The date coverage ends for failure to make any other monthly premium payment (premium is not paid within 30 days of its due date).
- The date the entire Plan ends.
- The date coverage would otherwise terminate under the Plan as described in the beginning of this section.

**Note:** If you selected continuation coverage under a prior plan which was then replaced by coverage under this Plan, continuation coverage will end as scheduled under the prior plan or in accordance with the terminating events listed in this section, whichever is earlier.

## **Uniformed Services Employment and Reemployment Rights Act**

A Participant who is absent from employment for more than 30 days by reason of service in the Uniformed Services may elect to continue Plan coverage for the Participant and the Participant's Dependents in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA).

The terms "Uniformed Services" or "Military Service" mean the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service Act, and any other category of persons designated by the President in time of war or national emergency.

If qualified to continue coverage pursuant to the USERRA, Participants may elect to continue coverage under the Plan by notifying the Plan Administrator in advance and providing payment of any required contribution for the health coverage. This may include the amount the Plan Administrator normally pays on a Participant's behalf. If a Participant's Military Service is for a period of time less than 31 days, the Participant may not be required to pay more than the regular contribution amount, if any, for continuation of health coverage.

A Participant may continue Plan coverage under USERRA for up to the lesser of:

- The 24-month period beginning on the date of the Participant's absence from work.
- The day after the date on which the Participant fails to apply for, or return to, a position of employment.

Regardless of whether a Participant continues health coverage, if the Participant returns to a position of employment, the Participant's health coverage and that of the Participant's eligible Dependents will be reinstated under the Plan. No exclusions or waiting period may be imposed on a Participant or the Participant's eligible Dependents in connection with this reinstatement, unless a Sickness or Injury is determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, the performance of military service.

You should call the Plan Administrator if you have questions about your rights to continue health coverage under USERRA.

## SECTION 13 - OTHER IMPORTANT INFORMATION

### What this section includes:

- Court-ordered Benefits for Dependent children.
- Your relationship with UnitedHealthcare and North Texas Tollway Authority.
- Relationships with providers.
- Interpretation of Benefits.
- Information and records.
- Incentives to providers and you.
- The future of the Plan.
- How to access the official Plan documents.

### Qualified Medical Child Support Orders (QMCSOs)

A qualified medical child support order (QMCSO) is a judgment, decree or order issued by a court or appropriate state agency that requires a child to be covered for medical benefits. Generally, a QMCSO is issued as part of a paternity, divorce, or other child support settlement.

If the Plan receives a medical child support order for your child that instructs the Plan to cover the child, the Plan Administrator will review it to determine if it meets the requirements for a QMCSO. If it determines that it does, your child will be enrolled in the Plan as your Dependent, and the Plan will be required to pay Benefits as directed by the order.

You may obtain, without charge, a copy of the procedures governing QMCSOs from the Plan Administrator.

**Note:** A National Medical Support Notice will be recognized as a QMCSO if it meets the requirements of a QMCSO.

### Your Relationship with UnitedHealthcare and North Texas Tollway Authority

In order to make choices about your health care coverage and treatment, North Texas Tollway Authority believes that it is important for you to understand how UnitedHealthcare interacts with the Plan Sponsor's benefit Plan and how it may affect you. UnitedHealthcare helps administer the Plan Sponsor's benefit plan in which you are enrolled. UnitedHealthcare does not provide medical services or make treatment decisions. This means:

- UnitedHealthcare communicates to you decisions about whether the Plan will cover or pay for the health care that you may receive. The Plan pays for Covered Health Services, which are more fully described in this SPD.
- The Plan may not pay for all treatments you or your Physician may believe are necessary. If the Plan does not pay, you will be responsible for the cost.

North Texas Tollway Authority and UnitedHealthcare may use individually identifiable information about you to identify for you (and you alone) procedures, products or services that you may find valuable. North Texas Tollway Authority and UnitedHealthcare will use individually identifiable information about you as permitted or required by law, including in operations and in research. North Texas Tollway Authority and UnitedHealthcare will use de-identified data for commercial purposes including research.

### **Relationship with Providers**

The Claims Administrator has agreements in place that govern the relationships between it and North Texas Tollway Authority and Network providers, some of which are affiliated providers. Network providers enter into agreements with the Claims Administrator to provide Covered Health Services to Covered Persons.

North Texas Tollway Authority and UnitedHealthcare do not provide health care services or supplies, nor do they practice medicine. Instead, North Texas Tollway Authority and UnitedHealthcare arrange for health care providers to participate in a Network and administer payment of Benefits. Network providers are independent practitioners who run their own offices and facilities. UnitedHealthcare's credentialing process confirms public information about the providers' licenses and other credentials; but does not assure the quality of the services provided. They are not North Texas Tollway Authority employees nor are they employees of UnitedHealthcare. North Texas Tollway Authority and UnitedHealthcare are not responsible for any act or omission of any provider.

UnitedHealthcare is not considered to be an employer of the Plan Administrator for any purpose with respect to the administration or provision of benefits under this Plan.

North Texas Tollway Authority is solely responsible for:

- Enrollment and classification changes (including classification changes resulting in your enrollment or the termination of your coverage).
- The timely payment of the service fee to UnitedHealthcare.
- The funding of Benefits on a timely basis.
- Notifying you of the termination or modifications to the Plan.

### **Your Relationship with Providers**

The relationship between you and any provider is that of provider and patient.

- You are responsible for choosing your own provider.
- You are responsible for paying, directly to your provider, any amount identified as a member responsibility, including Coinsurance, any deductible and any amount that exceeds Eligible Expenses.
- You are responsible for paying, directly to your provider, the cost of any non-Covered Health Service.

- You must decide if any provider treating you is right for you. This includes Network providers you choose and providers to whom you have been referred.
- Must decide with your provider what care you should receive.
- Your provider is solely responsible for the quality of the services provided to you.

The relationship between you and North Texas Tollway Authority is that of employer and employee, Dependent or other classification as defined in the SPD.

### **Interpretation of Benefits**

North Texas Tollway Authority and UnitedHealthcare have the sole and exclusive discretion to do all of the following:

- Interpret Benefits under the Plan.
- Interpret the other terms, conditions, limitations and exclusions of the Plan, including this SPD, the Schedule of Benefits and any Addendums, SMMs and/or Amendments.
- Make factual determinations related to the Plan and its Benefits.

North Texas Tollway Authority and UnitedHealthcare may delegate this discretionary authority to other persons or entities including Claims Administrator's affiliates that may provide services in regard to the administration of the Plan. The identity of the service providers and the nature of their services may be changed from time to time in Plan Sponsor's and the Claims Administrator's discretion. In order to receive Benefits, you must cooperate with those service providers.

In certain circumstances, for purposes of overall cost savings or efficiency, North Texas Tollway Authority may, in its discretion, offer Benefits for services that would otherwise not be Covered Health Services. The fact that North Texas Tollway Authority does so in any particular case shall not in any way be deemed to require North Texas Tollway Authority to do so in other similar cases.

### **Review and Determine Benefits in Accordance with UnitedHealthcare Reimbursement Policies**

UnitedHealthcare develops its reimbursement policy guidelines, in its sole discretion, in accordance with one or more of the following methodologies:

- As indicated in the most recent edition of the Current Procedural Terminology (CPT), a publication of the American Medical Association, and/or the *Centers for Medicare and Medicaid Services (CMS)*.
- As reported by generally recognized professionals or publications.
- As used for Medicare.
- As determined by medical staff and outside medical consultants pursuant to other appropriate sources or determinations that UnitedHealthcare accepts.

Following evaluation and validation of certain provider billings (e.g., error, abuse and fraud reviews), UnitedHealthcare's reimbursement policies are applied to provider billings. UnitedHealthcare shares its reimbursement policies with Physicians and other providers in UnitedHealthcare's Network through UnitedHealthcare's provider website. Network Physicians and providers may not bill you for the difference between their contract rate (as may be modified by UnitedHealthcare's reimbursement policies) and the billed charge. However, non-Network providers are not subject to this prohibition, and may bill you for any amounts the Plan does not pay, including amounts that are denied because one of UnitedHealthcare's reimbursement policies does not reimburse (in whole or in part) for the service billed. You may obtain copies of UnitedHealthcare's reimbursement policies for yourself or to share with your non-Network Physician or provider by going to [www.myuhc.com](http://www.myuhc.com) or by calling the telephone number on your ID card.

UnitedHealthcare may apply a reimbursement methodology established by *OptumInsight* and/or a third-party vendor, which is based on *CMS* coding principles, to determine appropriate reimbursement levels for Emergency Health Care Services. The methodology is usually based on elements reflecting the patient complexity, direct costs, and indirect costs of an Emergency Health Care Service. If the methodology(ies) currently in use become no longer available, UnitedHealthcare will use a comparable methodology(ies). UnitedHealthcare and *OptumInsight* are related companies through common ownership by *UnitedHealth Group*. Refer to UnitedHealthcare's website at [www.myuhc.com](http://www.myuhc.com) for information regarding the vendor that provides the applicable methodology.

### **Information and Records**

North Texas Tollway Authority and UnitedHealthcare may use your individually identifiable health information to administer the Plan and pay claims, to identify procedures, products, or services that you may find valuable, and as otherwise permitted or required by law. North Texas Tollway Authority and UnitedHealthcare may request additional information from you to decide your claim for Benefits. North Texas Tollway Authority and UnitedHealthcare will keep this information confidential. North Texas Tollway Authority and UnitedHealthcare may also use your de-identified data for commercial purposes, including research, as permitted by law.

By accepting Benefits under the Plan, you authorize and direct any person or institution that has provided services to you to furnish North Texas Tollway Authority and UnitedHealthcare with all information or copies of records relating to the services provided to you. North Texas Tollway Authority and UnitedHealthcare have the right to request this information at any reasonable time. This applies to all Covered Persons, including enrolled Dependents whether or not they have signed the Participant's enrollment form. North Texas Tollway Authority and UnitedHealthcare agree that such information and records will be considered confidential.

North Texas Tollway Authority and UnitedHealthcare have the right to release any and all records concerning health care services which are necessary to implement and administer the terms of the Plan, for appropriate medical review or quality assessment, or as North Texas Tollway Authority is required to do by law or regulation. During and after the term of the Plan, North Texas Tollway Authority and UnitedHealthcare and its related entities may use

and transfer the information gathered under the Plan in a de-identified format for commercial purposes, including research and analytic purposes.

For complete listings of your medical records or billing statements North Texas Tollway Authority recommends that you contact your health care provider. Providers may charge you reasonable fees to cover their costs for providing records or completing requested forms.

If you request medical forms or records from UnitedHealthcare, they also may charge you reasonable fees to cover costs for completing the forms or providing the records.

In some cases, as permitted by law, North Texas Tollway Authority and UnitedHealthcare will designate other persons or entities to request records or information from or related to you, and to release those records as necessary. UnitedHealthcare's designees have the same rights to this information as does the Plan Administrator.

### **Incentives to Providers**

Network providers may be provided financial incentives by UnitedHealthcare to promote the delivery of health care in a cost efficient and effective manner. These financial incentives are not intended to affect your access to health care.

Examples of financial incentives for Network providers are:

- Bonuses for performance based on factors that may include quality, member satisfaction, and/or cost-effectiveness.
- A practice called capitation which is when a group of Network providers receives a monthly payment from UnitedHealthcare for each Covered Person who selects a Network provider within the group to perform or coordinate certain health services. The Network providers receive this monthly payment regardless of whether the cost of providing or arranging to provide the Covered Person's health care is less than or more than the payment.
- Bundled payments - certain Network providers receive a bundled payment for a group of Covered Health Services for a particular procedure or medical condition. The applicable Copayment and/or Coinsurance will be calculated based on the provider type that received the bundled payment. The Network providers receive these bundled payments regardless of whether the cost of providing or arranging to provide the Covered Person's health care is less than or more than the payment. If you receive follow-up services related to a procedure where a bundled payment is made, an additional Copayment and/or Coinsurance may not be required if such follow-up services are included in the bundled payment. You may receive some Covered Health Services that are not considered part of the inclusive bundled payment and those Covered Health Services would be subject to the applicable Copayment and/or Coinsurance as described in your *Schedule of Benefits*.

The Claims Administrator uses various payment methods to pay specific Network providers. From time to time, the payment method may change. If you have questions about whether your Network provider's contract with the Claims Administrator includes any financial incentives, the Claims Administrator encourages you to discuss those questions with your

provider. You may also call the Claims Administrator at the telephone number on your ID card. The Claims Administrator can advise whether your Network provider is paid by any financial incentive, including those listed above.

### **Incentives to You**

Sometimes you may be offered coupons, enhanced Benefits, or other incentives to encourage you to participate in various wellness programs or certain disease management programs, surveys, discount programs and/or programs to seek care in a more cost-effective setting and/or from Designated Providers. In some instances, these programs may be offered in combination with a non-UnitedHealthcare entity. The decision about whether or not to participate is yours alone but North Texas Tollway Authority recommends that you discuss participating in such programs with your Physician. These incentives are not Benefits and do not alter or affect your Benefits. You may call the number on your ID card if you have any questions. Additional information may be found in Section 7, *Clinical Programs and Resources*.

### **Rebates and Other Payments**

North Texas Tollway Authority and UnitedHealthcare may receive rebates for certain drugs that are administered to you in a Physician's office, or at a Hospital or Alternate Facility. This includes rebates for those drugs that are administered to you before you meet your Annual Deductible. North Texas Tollway Authority and UnitedHealthcare may pass a portion of these rebates on to you. When rebates are passed on to you, they may be taken into account in determining your Coinsurance.

### **Workers' Compensation Not Affected**

Benefits provided under the Plan do not substitute for and do not affect any requirements for coverage by workers' compensation insurance.

### **Future of the Plan**

Although the Company expects to continue the Plan indefinitely, it reserves the right to discontinue, alter or modify the Plan in whole or in part, at any time and for any reason, at its sole determination.

The Company's decision to terminate or amend a Plan may be due to changes in federal or state laws governing employee benefits, the requirements of the Internal Revenue Code or any other reason. A plan change may transfer plan assets and debts to another plan or split a plan into two or more parts. If the Company does change or terminate a plan, it may decide to set up a different plan providing similar or different benefits.

If this Plan is terminated, Covered Persons will not have the right to any other Benefits from the Plan, other than for those claims incurred prior to the date of termination, or as otherwise provided under the Plan. In addition, if the Plan is amended, Covered Persons may be subject to altered coverage and Benefits.

The amount and form of any final benefit you receive will depend on any Plan document or contract provisions affecting the Plan and Company decisions. After all Benefits have been



paid and other requirements of the law have been met, certain remaining Plan assets will be turned over to the Company and others as may be required by any applicable law.

### **Plan Document**

This Summary Plan Description (SPD) represents an overview of your Benefits. In the event there is a discrepancy between the SPD and the official plan document, the plan document will govern. A copy of the plan document is available for your inspection during regular business hours in the office of the Plan Administrator. You (or your personal representative) may obtain a copy of this document by written request to the Plan Administrator, for a nominal charge.

### **Medicare Eligibility**

Benefits under the Plan are not intended to supplement any coverage provided by Medicare. Nevertheless, in some circumstances Covered Persons who are eligible for or enrolled in Medicare may also be enrolled under the Plan.

If you are eligible for or enrolled in Medicare, please read the following information carefully.

If you are eligible for Medicare on a primary basis (Medicare pays before Benefits under the Plan), you should enroll in and maintain coverage under both Medicare Part A and Part B. If you don't enroll and maintain that coverage, and if the Plan is the secondary payer as described in Section 10, *Coordination of Benefits*, the Plan will pay Benefits under the Plan as if you were covered under both Medicare Part A and Part B. As a result, you will be responsible for the costs that Medicare would have paid and you will incur a larger out-of-pocket cost.

If you are enrolled in a Medicare Advantage (Medicare Part C) plan on a primary basis (Medicare pays before Benefits under the Plan), you should follow all rules of that plan that require you to seek services from that plan's participating providers. When the Plan is the secondary payer, the Plan will pay any Benefits available to you under the Plan as if you had followed all rules of the Medicare Advantage plan. You will be responsible for any additional costs or reduced Benefits that result from your failure to follow these rules, and you will incur a larger out-of-pocket cost.

## SECTION 14 - GLOSSARY

**What this section includes:**

- Definitions of terms used throughout this SPD.

Many of the terms used throughout this SPD may be unfamiliar to you or have a specific meaning with regard to the way the Plan is administered and how Benefits are paid. This section defines terms used throughout this SPD, but it does not describe the Benefits provided by the Plan.

**Addendum** - any attached written description of additional or revised provisions to the Plan. The benefits and exclusions of this SPD and any amendments thereto shall apply to the Addendum except that in the case of any conflict between the Addendum and SPD and/or Amendments to the SPD, the Addendum shall be controlling.

**Air Ambulance** – medical transport by rotary wing air ambulance or fixed wing air ambulance helicopter or airplane as defined in *42 CFR 414.605*.

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

- Surgical services.
- Emergency Health Services.
- Rehabilitative, laboratory, diagnostic or therapeutic services.

An Alternate Facility may also provide Mental Health Services or Substance-Related and Addictive Disorder Services on an outpatient basis or inpatient basis (for example a Residential Treatment facility).

**Ancillary Services** – items and services provided by non-Network Physicians at a Network facility that are any of the following:

- Related to emergency medicine, anesthesiology, pathology, radiology, and neonatology.
- Provided by assistant surgeons, hospitalists, and intensivists;
- Diagnostic services, including radiology and laboratory services, unless such items and services are excluded from the definition of Ancillary Services as determined by the Secretary;
- Provided by such other specialty practitioners as determined by the Secretary; and
- Provided by a non-Network Physician when no other Network Physician is available.

**Amendment** - any attached written description of additional or alternative provisions to the Plan. Amendments are effective only when distributed by the Plan Sponsor or the Plan Administrator. Amendments are subject to all conditions, limitations and exclusions of the Plan, except for those that the amendment is specifically changing.

**Annual Deductible (or Deductible)** - the amount you must pay for Covered Health Services in a calendar year before the Plan will begin paying Benefits in that calendar year. The Deductible is shown in the first table in Section 5, *Plan Highlights*.

**Autism Spectrum Disorder** - a condition marked by enduring problems communicating and interacting with others, along with restricted and repetitive behavior, interests or activities.

**Bariatric Resource Services (BRS)** – a program administered by UnitedHealthcare or its affiliates made available to you by North Texas Tollway Authority. The BRS program provides:

- Specialized clinical consulting services to Participants and enrolled Dependents to educate on obesity treatment options.
- Access to specialized Network facilities and Physicians for obesity surgery services.

**Benefits** - Plan payments for Covered Health Services, subject to the terms and conditions of the Plan and any Addendums and/or Amendments.

**BMI** – see Body Mass Index (BMI).

**Body Mass Index (BMI)** – a calculation used in obesity risk assessment which uses a person's weight and height to approximate body fat.

**Cancer Resource Services (CRS)** - a program administered by UnitedHealthcare or its affiliates made available to you by North Texas Tollway Authority. The CRS program provides:

- Specialized consulting services, on a limited basis, to Participants and enrolled Dependents with cancer.
- Access to cancer centers with expertise in treating the most rare or complex cancers.
- Education to help patients understand their cancer and make informed decisions about their care and course of treatment.

**Cellular Therapy** - administration of living whole cells into a patient for the treatment of disease.

**CHD** - see Congenital Heart Disease (CHD).

**Claims Administrator** - UnitedHealthcare (also known as United HealthCare) and its affiliates, who provide certain claim administration services for the Plan.

**Clinical Trial** - a scientific study designed to identify new health services that improve health outcomes. In a Clinical Trial, two or more treatments are compared to each other and the patient is not allowed to choose which treatment will be received.

**COBRA** - see Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

**Coinsurance** - the charge, stated as a percentage of Eligible Expenses or the Recognized Amount when applicable, that you are required to pay for certain Covered Health Services as described in Section 3, *How the Plan Works*.

**Company** - North Texas Tollway Authority.

**Congenital Anomaly** - a physical developmental defect that is present at birth and is identified within the first twelve months of birth.

**Congenital Heart Disease (CHD)** - any structural heart problem or abnormality that has been present since birth. Congenital heart defects may:

- Be passed from a parent to a child (inherited).
- Develop in the fetus of a patient who has an infection or is exposed to radiation or other toxic substances during her Pregnancy.
- Have no known cause.

**Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)** - a federal law that requires employers to offer continued health insurance coverage to certain employees and their dependents whose group health insurance has been terminated.

**Cosmetic Procedures** - procedures or services that change or improve appearance without significantly improving physiological function, as determined by the Claims Administrator.

**Cost-Effective** - the least expensive equipment that performs the necessary function. This term applies to Durable Medical Equipment and prosthetic devices.

**Covered Health Services** - those health services, including services, supplies or Pharmaceutical Products, which the Claims Administrator determines to be:

- Provided for the purpose of preventing, evaluating, diagnosing or treating a Sickness, Injury, Mental Illness, substance-related and addictive disorders, condition, disease or its symptoms.
- Medically Necessary.
- Described as a Covered Health Service in this SPD under Section 5, *Plan Highlights* and 6, *Additional Coverage Details*.
- Provided to a Covered Person who meets the Plan's eligibility requirements, as described under *Eligibility* in Section 2, *Introduction*.
- Not otherwise excluded in this SPD under Section 8, *Exclusions and Limitations*.

**Covered Person** - either the Participant or an enrolled Dependent, but this term applies only while the person is enrolled and eligible for Benefits under the Plan. References to "you" and "your" throughout this SPD are references to a Covered Person.

**CRS** - see Cancer Resource Services (CRS).

**Custodial Care** - services that are any of the following:

- Non-health-related services, such as assistance in activities of daily living (examples include feeding, dressing, bathing, transferring and ambulating).
- Health-related services that are provided for the primary purpose of meeting the personal needs of the patient or maintaining a level of function (even if the specific services are considered to be skilled services), as opposed to improving that function to an extent that might allow for a more independent existence.
- Services that do not require continued administration by trained medical personnel in order to be delivered safely and effectively.

**Deductible** - see Annual Deductible.

**Definitive Drug Test** - test to identify specific medications, illicit substances and metabolites and is qualitative or quantitative to identify possible use or non-use of a drug.

**Dependent** - an individual who meets the eligibility requirements specified in the Plan, as described under *Eligibility* in Section 2, *Introduction*. A Dependent does not include anyone who is also enrolled as a Participant. No one can be a Dependent of more than one Participant.

**Designated Dispensing Entity** - a pharmacy, provider, or facility that has entered into an agreement with the Claims Administrator, or with an organization contracting on the Claims Administrator's behalf, to provide Pharmaceutical Products for the treatment of specified diseases or conditions. Not all Network pharmacies, providers, or facilities are Designated Dispensing Entities.

**Designated Network Benefits** - for Benefit plans that have a Designated Network Benefit level, this is the description of how Benefits are paid for the Covered Health Services provided by a Physician or other provider that has been identified as a Designated Network providers. Refer to Section 5, *Plan Highlights*, to determine whether or not your Benefit plan offers Designated Network Benefits and for details about how Designated Network Benefits apply.

**Designated Provider** - a provider and/or facility that:

- Has entered into an agreement with the Claims Administrator, or with an organization contracting on the Claims Administrator's behalf, to provide Covered Health Services for the treatment of specific diseases or conditions; or
- The Claims Administrator has identified through the Claims Administrator's designation programs as a Designated Provider. Such designation may apply to specific treatments, conditions and/or procedures.

A Designated Provider may or may not be located within your geographic area. Not all Network Hospitals or Network Physicians are Designated Providers.

You can find out if your provider is a Designated Provider by contacting the Claims Administrator at [www.myuhc.com](http://www.myuhc.com) or the telephone number on your ID card.

**Designated Virtual Network Provider** - a provider or facility that has entered into an agreement with UnitedHealthcare, or with an organization contracting on UnitedHealthcare's behalf, to deliver Covered Health Care Services through live audio with video technology or audio only.

**DME** - see Durable Medical Equipment (DME).

**Domiciliary Care** - living arrangements designed to meet the needs of people who cannot live independently but do not require Skilled Nursing Facility services.

**Durable Medical Equipment (DME)** - medical equipment that is all of the following:

- Is used to serve a medical purpose with respect to treatment of a Sickness, Injury or their symptoms.
- Is not disposable.
- Is generally not useful to a person in the absence of a Sickness, Injury or their symptoms.
- Can withstand repeated use.
- Is not implantable within the body.
- Is appropriate for use, and is primarily used, within the home.

**Eligible Expenses** - for Covered Health Services, incurred while the Plan is in effect, Eligible Expenses are determined by UnitedHealthcare as stated below and as detailed in Section 3, *How the Plan Works*.

Eligible Expenses are determined solely in accordance with UnitedHealthcare's reimbursement policy guidelines or as required by law. UnitedHealthcare develops the reimbursement policy guidelines, in UnitedHealthcare's discretion, following evaluation and validation of all provider billings in accordance with one or more of the following methodologies:

- As indicated in the most recent edition of the Current Procedural Terminology (CPT), a publication of the American Medical Association, and/or the Centers for Medicare and Medicaid Services (CMS).
- As reported by generally recognized professionals or publications.
- As used for Medicare.
- As determined by medical staff and outside medical consultants pursuant to other appropriate source or determination that UnitedHealthcare accept.

**Emergency** - a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) so that a prudent layperson, who possesses an average knowledge of

health and medicine, could reasonably expect the absence of immediate medical attention to result in any of the following:

- Placing the health of the Covered Person (or, with respect to a pregnant patient, the health of the patient or the unborn child) in serious jeopardy.
- Serious impairment to bodily functions.
- Serious dysfunction of any bodily organ or part.

**Emergency Health Services** - with respect to an Emergency:

- An appropriate medical screening examination (as required under section 1867 of the Social Security Act, 42 U.S.C. 1395dd or as would be required under such section if such section applied to an Independent Freestanding Emergency Department) that is within the capability of the emergency department of a Hospital, or an Independent Freestanding Emergency Department, as applicable, including ancillary services routinely available to the emergency department to evaluate such Emergency.
- Such further medical examination and treatment, to the extent they are within the capabilities of the staff and facilities available at the Hospital or an Independent Freestanding Emergency Department, as applicable, as are required under section 1867 of the Social Security Act (42 U.S.C. 1395dd(e)(3)), or as would be required under such section if such section applied to an Independent Freestanding Emergency Department, to stabilize the patient (regardless of the department of the Hospital in which such further exam or treatment is provided). For the purpose of this definition, “to stabilize” has the meaning as given such term in section 1867(e)(3) of the Social Security Act (42 U.S.C. 1395dd(e)(3)).
- Emergency Health Services include items and services otherwise covered under the Plan when provided by a non-Network provider or facility (regardless of the department of the Hospital in which the items are services are provided) after the patient is stabilized and as part of outpatient observation, or as a part of an Inpatient Stay or outpatient stay that is connected to the original Emergency unless the following conditions are met:
  - a. The attending Emergency Physician or treating provider determines the patient is able to travel using nonmedical transportation or non-Emergency medical transportation to an available Network provider or facility located within a reasonable distance taking into consideration the patient's medical condition.
  - b. The provider furnishing the additional items and services satisfies notice and consent criteria in accordance with applicable law.
  - c. The patient is in such a condition, as determined by the Secretary, to receive information as stated in b) above and to provide informed consent in accordance with applicable law.
  - d. The provider or facility satisfies any additional requirements or prohibitions as may be imposed by state law.
  - e. Any other conditions as specified by the Secretary.

The above conditions do not apply to unforeseen or urgent medical needs that arise at the time the service is provided regardless of whether notice and consent criteria has been satisfied.

**Employer** - North Texas Tollway Authority.

**EOB** - see Explanation of Benefits (EOB).

**Experimental or Investigational Service(s)** – medical, surgical, diagnostic, psychiatric, mental health, substance-related and addictive disorders or other health care services, technologies, supplies, treatments, procedures, drug therapies, medications, or devices that, at the time the Claims Administrator makes a determination regarding coverage in a particular case, are determined to be any of the following:

- Not approved by the *U.S. Food and Drug Administration (FDA)* to be lawfully marketed for the proposed use and not as appropriate for the proposed use in any of the following:
  - *AHFS Drug Information (AHFS DI)* under therapeutic uses section;
  - *Elsevier Gold Standard's Clinical Pharmacology* under the indications section;
  - *DRUGDEX System by Micromedex* under the therapeutic uses section and has a strength recommendation rating of class I, class IIa, or class IIb; or
  - *National Comprehensive Cancer Network (NCCN)* drugs and biologics compendium category of evidence 1, 2A, or 2B.
- Subject to review and approval by any institutional review board for the proposed use (Devices which are *FDA* approved under the *Humanitarian Use Device* exemption are not considered to be Experimental or Investigational.)
- The subject of an ongoing Clinical Trial that meets the definition of a Phase I, II or III Clinical Trial set forth in the *FDA* regulations, regardless of whether the trial is actually subject to *FDA* oversight.
- Only obtainable, with regard to outcomes for the given indication, within research settings.

Exceptions:

- Clinical Trials for which Benefits are available as described under *Clinical Trials* in Section 6, *Additional Coverage Details*.
- If you are not a participant in a qualifying Clinical Trial as described under Section 6, *Additional Coverage Details*, and have a Sickness or condition that is likely to cause death within one year of the request for treatment, the Claims Administrator may, at its discretion, consider an otherwise Experimental or Investigational Service to be a Covered Health Service for that Sickness or condition. Prior to such consideration, the Claims Administrator must determine that, although unproven, the service has significant potential as an effective treatment for that Sickness or condition.



**Explanation of Benefits (EOB)** - a statement provided by UnitedHealthcare to you, your Physician, or another health care professional that explains:

- The Benefits provided (if any).
- The allowable reimbursement amounts.
- Deductibles.
- Coinsurance.
- Any other reductions taken.
- The net amount paid by the Plan.
- The reason(s) why the service or supply was not covered by the Plan.

**Freestanding Facility** - an outpatient, diagnostic or ambulatory center or independent laboratory which performs services and submits claims separately from a Hospital.

**Gene Therapy** - therapeutic delivery of nucleic acid (DNA or RNA) into a patient's cells as a drug to treat a disease.

**Genetic Counseling** - counseling by a qualified clinician that includes:

- Identifying your potential risks for suspected genetic disorders;
- An individualized discussion about the benefits, risks and limitations of Genetic Testing to help you make informed decisions about Genetic Testing; and
- Interpretation of the Genetic Testing results in order to guide health decisions.

Certified genetic counselors, medical geneticists and physicians with a professional society's certification that they have completed advanced training in genetics are considered qualified clinicians when Covered Health Services for Genetic Testing require Genetic Counseling.

**Genetic Testing** - exam of blood or other tissue for changes in genes (DNA or RNA) that may indicate an increased risk for developing a specific disease or disorder; or provide information to guide the selection of treatment of certain diseases, including cancer.

**Gestational Carrier** - a Gestational Carrier is a female who becomes pregnant by having a fertilized egg (embryo) implanted in her uterus for the purpose of carrying the fetus to term for another person. The carrier does not provide the egg and is therefore not biologically (genetically) related to the child.

**Health Statement(s)** - a single, integrated statement that summarizes EOB information by providing detailed content on account balances and claim activity.

**Home Health Agency** - a program or organization authorized by law to provide health care services in the home.

**Hospital** - an institution, operated as required by law and that meets both of the following:

- It is primarily engaged in providing health services, on an inpatient basis, for the acute care and treatment of sick or injured individuals. Care is provided through medical, mental health, substance-related and addictive disorders, diagnostic and surgical facilities, by or under the supervision of a staff of Physicians.
- It has 24-hour nursing services.

A Hospital is not primarily a place for rest, Custodial Care or care of the aged and is not a nursing home, convalescent home or similar institution.

**Hospital-based Facility** - an outpatient facility that performs services and submits claims as part of a Hospital.

**Iatrogenic Infertility** - an impairment of fertility by surgery, radiation, chemotherapy, or other medical treatment affecting reproductive organs or processes.

**Independent Freestanding Emergency Department** – a health care facility that:

- Is geographically separate and distinct and licensed separately from a Hospital under applicable law; and
- Provides Emergency Health Services.

**Infertility** - A disease (an interruption, cessation, or disorder of body functions, systems, or organs) of the reproductive tract which prevents the conception of a child or the ability to carry a pregnancy to delivery.

**Injury** - bodily damage other than Sickness, including all related conditions and recurrent symptoms.

**Inpatient Rehabilitation Facility** - a long term acute rehabilitation center, a Hospital (or a special unit of a Hospital designated as an Inpatient Rehabilitation Facility) that provides rehabilitation services (including physical therapy, occupational therapy and/or speech therapy) on an inpatient basis, as authorized by law.

**Inpatient Stay** - an uninterrupted confinement, following formal admission to a Hospital, Skilled Nursing Facility or Inpatient Rehabilitation Facility.

**Intensive Behavioral Therapy (IBT)** - outpatient behavioral/educational services that aim to reinforce adaptive behaviors, reduce maladaptive behaviors and improve the mastery of functional age appropriate skills in people with Autism Spectrum Disorders. Examples include *Applied Behavior Analysis (ABA)*, *The Denver Model*, and *Relationship Development Intervention (RDI)*.

**Intensive Outpatient Treatment** - a structured outpatient treatment program.

- For Mental Health Services, the program may be freestanding or Hospital-based and provides services for at least three hours per day, two or more days per.
- For Substance-Related and Addictive Disorders Services, the program provides nine to nineteen hours per week of structured programming for adults and six to nineteen hours

for adolescents, consisting primarily of counseling and education about addiction related and mental health.

**Intermittent Care** - skilled nursing care that is provided or needed either:

- Fewer than seven days each week.
- Fewer than eight hours each day for periods of 21 days or less.

Exceptions may be made in special circumstances when the need for additional care is finite and predictable.

**Kidney Resource Services (KRS)** - a program administered by UnitedHealthcare or its affiliates made available to you by North Texas Tollway Authority. The KRS program provides:

- Specialized consulting services to Participants and enrolled Dependents with ESRD or chronic kidney disease.
- Access to dialysis centers with expertise in treating kidney disease.
- Guidance for the patient on the prescribed plan of care.

**Manipulative Treatment** - the therapeutic application of chiropractic and/or osteopathic manipulative treatment with or without ancillary physiologic treatment and/or rehabilitative methods rendered to restore/improve motion, reduce pain and improve function in the management of an identifiable neuromusculoskeletal condition.

**Medicaid** - a federal program administered and operated individually by participating state and territorial governments that provides medical benefits to eligible low-income people needing health care. The federal and state governments share the program's costs.

**Medically Necessary** - health care services that are all of the following as determined by the Claims Administrator or its designee, within the Claims Administrator's sole discretion. The services must be:

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

*Generally Accepted Standards of Medical Practice* are standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, relying primarily on controlled clinical trials, or, if not available,

observational studies from more than one institution that suggest a causal relationship between the service or treatment and health outcomes.

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

The Claims Administrator develops and maintains clinical policies that describe the *Generally Accepted Standards of Medical Practice* scientific evidence, prevailing medical standards and clinical guidelines supporting its determinations regarding specific services. These clinical policies (as developed by the Claims Administrator and revised from time to time), are available to Covered Persons on [www.myuhc.com](http://www.myuhc.com) or by calling the number on your ID card, and to Physicians and other health care professionals on [www.UHCprovider.com](http://www.UHCprovider.com).

**Medicare** - Parts A, B, C and D of the insurance program established by Title XVIII, *United States Social Security Act*, as amended by 42 U.S.C. Sections 1394, et seq. and as later amended.

**Mental Health Services** - services for the diagnosis and treatment of those mental health or psychiatric categories that are listed in the current edition of the *International Classification of Diseases section on Mental and Behavioral Disorders* or the *Diagnostic and Statistical Manual of the American Psychiatric Association*. The fact that a condition is listed in the current edition of the *International Classification of Diseases section on Mental and Behavioral Disorders* or *Diagnostic and Statistical Manual of the American Psychiatric Association* does not mean that treatment for the condition is a Covered Health Service.

**Mental Health/Substance-Related and Addictive Disorders Administrator** - the organization or individual designated by North Texas Tollway Authority who provides or arranges Mental Health Services and Substance-Related and Addictive Disorder Services under the Plan.

**Mental Illness** - those mental health or psychiatric diagnostic categories listed in the current edition of the *International Classification of Diseases section on Mental and Behavioral Disorders* or *Diagnostic and Statistical Manual of the American Psychiatric Association*. The fact that a condition is listed in the current edition of the *International Classification of Diseases section on Mental and Behavioral Disorders* or *Diagnostic and Statistical Manual of the American Psychiatric Association* does not mean that treatment for the condition is a Covered Health Service.

**Network** - when used to describe a provider of health care services, this means a provider that has a participation agreement in effect (either directly or indirectly) with UnitedHealthcare or with UnitedHealthcare's affiliate to participate in UnitedHealthcare's Network. This does not include those providers who have agreed to discount their charges for Covered Health Services. UnitedHealthcare's affiliates are those entities affiliated with UnitedHealthcare through common ownership or control with UnitedHealthcare or with UnitedHealthcare's ultimate corporate parent, including direct and indirect subsidiaries.

A provider may enter into an agreement to provide only certain Covered Health Services, but not all Covered Health Services, or to be a Network provider for only some of UnitedHealthcare's products. In this case, the provider will be a Network provider for the Covered Health Services and products included in the participation agreement and a non-Network provider for other Covered Health Services and products. The participation status of providers will change from time to time.

**Network Benefits** - for Benefit Plans that have a Network Benefit level, this is the description of how Benefits are paid for Covered Health Services provided by Network providers. Refer to Section 5, *Plan Highlights* to determine whether or not your Benefit plan offers Network Benefits and Section 3, *How the Plan Works*, for details about how Network Benefits apply.

**New Pharmaceutical Product** - a Pharmaceutical Product or new dosage form of a previously approved Pharmaceutical Product. It applies to the period of time starting on the date the Pharmaceutical Product or new dosage form is approved by the *U.S. Food and Drug Administration (FDA)* and ends on the earlier of the following dates.

- The date it is reviewed.
- December 31st of the following calendar year.

**Non-Medical 24-Hour Withdrawal Management** - An organized residential service, including those defined in *American Society of Addiction Medicine (ASAM)*, providing 24-hour supervision, observation, and support for patients who are intoxicated or experiencing withdrawal, using peer and social support rather than medical and nursing care.

**Non-Network Benefits** - for Benefit Plans that have a Non-Network Benefit level, this is the description of how Benefits are paid for Covered Health Services provided by non-Network providers. Refer to Section 5, *Plan Highlights* to determine whether or not your Benefit plan offers Non-Network Benefits and Section 3, *How the Plan Works*, for details about how Non-Network Benefits apply.

**Open Enrollment** - the period of time, determined by North Texas Tollway Authority, during which eligible Participants may enroll themselves and their Dependents under the Plan. North Texas Tollway Authority determines the period of time that is the Open Enrollment period.

**Out-of-Pocket Maximum** - for Benefit plans that have an Out-of-Pocket Maximum, this is the maximum amount you pay every calendar year. Refer to Section 5, *Plan Highlights* for the Out-of-Pocket Maximum amount. See Section 3, *How the Plan Works* for a description of how the Out-of-Pocket Maximum works.

**Partial Hospitalization/Day Treatment** - a structured ambulatory program that may be a freestanding or Hospital-based program and that provides services for at least 20 hours per week.

**Participant** - a full-time Participant of the Employer who meets the eligibility requirements specified in the Plan, as described under *Eligibility* in Section 2, *Introduction*. A Participant must live and/or work in the United States.

**Personal Health Support** - programs provided by the Claims Administrator that focus on prevention, education, and closing the gaps in care designed to encourage an efficient system of care for you and your covered Dependents.

**Personal Health Support Nurse** - the primary nurse that UnitedHealthcare may assign to you if you have a chronic or complex health condition. If a Personal Health Support Nurse is assigned to you, this nurse will call you to assess your progress and provide you with information and education.

**Pharmaceutical Product(s)** - U.S. Food and Drug Administration (FDA)-approved prescription medications or products administered in connection with a Covered Health Service by a Physician.

**Physician** - any *Doctor of Medicine* or *Doctor of Osteopathy* who is properly licensed and qualified by law.

Please note: Any podiatrist, dentist, psychologist, chiropractor, optometrist or other provider who acts within the scope of their license will be considered on the same basis as a Physician. The fact that a provider is described as a Physician does not mean that Benefits for services from that provider are available to you under the Plan.

**Plan** - North Texas Tollway Authority Medical Plan.

**Plan Administrator** - North Texas Tollway Authority or its designee.

**Plan Sponsor** - North Texas Tollway Authority.

**Pregnancy** - includes all of the following:

- Prenatal care.
- Postnatal care.
- Childbirth.
- Any complications associated with the above.

**Preimplantation Genetic Testing (PGT)** - A test performed to analyze the DNA from oocytes or embryos for human leukocyte antigen (HLA) typing or for determining genetic abnormalities. These include:

- PGT-A – for aneuploidy (formerly PGS)
- PGT-M - for monogenic disorder (formerly single-gene PGD).
- PGT-SR - for structural rearrangements (formerly chromosomal PGD).

**Prescription Drug List (PDL) Management Committee** - the committee that UnitedHealthcare designates for, among other responsibilities, classifying Pharmaceutical Products into specific tiers.

**Presumptive Drug Test** - test to determine the presence or absence of drugs or a drug class in which the results are indicated as negative or positive result.

**Primary Physician** - a Physician who has a majority of their practice in general pediatrics, internal medicine, obstetrics/gynecology, family practice or general medicine.

**Private Duty Nursing** - nursing care that is provided to a patient on a one-to-one basis by licensed nurses in a home setting when any of the following are true:

- Services exceed the scope of Intermittent Care in the home.
- The service is provided to a Covered Person by an independent nurse who is hired directly by the Covered Person or their family. This includes nursing services provided on a home-care basis, whether the service is skilled or non-skilled independent nursing.
- Skilled nursing resources are available in the facility.
- The Skilled Care can be provided by a Home Health Agency on a per visit basis for a specific purpose.

**Recognized Amount** – the amount which Copayment, Coinsurance and applicable deductible, is based on for the below Covered Health Services when provided by non-Network providers.

- Non-Network Emergency Health Services.
- Non-Emergency Covered Health Services received at certain Network facilities by non-Network Physicians, when such services are either Ancillary Services, or non-Ancillary Services that have not satisfied the notice and consent criteria of section 2799B-2(d) of the Public Service Act. For the purpose of this provision, "certain Network facilities" are limited to a hospital (as defined in 1861(e) of the Social Security Act), a hospital outpatient department, a critical access hospital (as defined in 1861(mm)(1) of the Social Security Act), an ambulatory surgical center as described in section 1833(i)(1)(A) of the Social Security Act, and any other facility specified by the Secretary.

The amount is based on either:

- 1) An *All Payer Model Agreement* if adopted,
- 2) State law, or
- 3) The lesser of the qualifying payment amount as determined under applicable law or the amount billed by the provider or facility.

The Recognized Amount for Air Ambulance services provided by a non-Network provider will be calculated based on the lesser of the qualifying payment amount as determined under applicable law or the amount billed by the Air Ambulance service provider.

**Note: Covered Health Services that use the Recognized Amount to determine your cost sharing may be higher or lower than if cost sharing for these Covered Health Services were determined based upon an Eligible Expense.**

**Reconstructive Procedure** - a procedure performed to address a physical impairment where the expected outcome is restored or improved function. The primary purpose of a Reconstructive Procedure is either to treat a medical condition or to improve or restore physiologic function. Reconstructive Procedures include surgery or other procedures which are associated with an Injury, Sickness or Congenital Anomaly. The primary result of the procedure is not changed or improved physical appearance. The fact that a person may suffer psychologically as a result of the impairment does not classify surgery or any other procedure done to relieve the impairment as a Reconstructive Procedure.

**Remote Physiologic Monitoring** - the automatic collection and electronic transmission of patient physiologic data that are analyzed and used by a licensed Physician or other qualified health care professional to develop and manage a treatment plan related to a chronic and/or acute health illness or condition. The treatment plan will provide milestones for which progress will be tracked by one or more Remote Physiologic Monitoring devices. Remote Physiologic Monitoring must be ordered by a licensed Physician or other qualified health professional who has examined the patient and with whom the patient has an established, documented, and ongoing relationship. Remote Physiologic Monitoring may not be used while the patient is inpatient at a Hospital or other facility. Use of multiple devices must be coordinated by one Physician.

**Residential Treatment** - treatment in a facility which provides Mental Health Services or Substance-Related and Addictive Disorders Services treatment. The facility meets all of the following requirements:

- It is established and operated in accordance with applicable state law for Residential Treatment programs.
- It provides a program of treatment approved by the Mental Health/Substance-Related and Addictive Disorders Services Administrator under the active participation and direction of a Physician and approved by the Mental Health/Substance-Related and Addictive Disorders Services Administrator.
- Offers organized treatment services that feature a planned and structured regimen of care in a 24-hour setting and provides at least the following basic services;
  - Room and board.
  - Evaluation and diagnosis.
  - Counseling.
  - Referral and orientation to specialized community resources.

A Residential Treatment facility that qualifies as a Hospital is considered a Hospital.

**Retired Employee** - an Employee who retires while covered under the Plan.

**Secretary** – as that term is applied in the *No Surprises Act* of the *Consolidated Appropriations Act (P.L. 116-260)*.



**Semi-private Room** - a room with two or more beds. When an Inpatient Stay in a Semi-private Room is a Covered Health Service, the difference in cost between a Semi-private Room and a private room is a benefit only when a private room is necessary in terms of generally accepted medical practice, or when a Semi-private Room is not available.

**Sickness** - physical illness, disease or Pregnancy. The term Sickness as used in this SPD includes Mental Illness or substance-related and addictive disorders, regardless of the cause or origin of the Mental Illness or substance-related and addictive disorder.

**Skilled Care** - skilled nursing, teaching, and rehabilitation services when:

- They are delivered or supervised by licensed technical or professional medical personnel in order to obtain the specified medical outcome and provide for the safety of the patient.
- A Physician orders them.
- They are not delivered for the purpose of assisting with activities of daily living, including dressing, feeding, bathing or transferring from a bed to a chair.
- They require clinical training in order to be delivered safely and effectively.
- They are not Custodial Care, as defined in this section.

**Skilled Nursing Facility** - a Hospital or nursing facility that is licensed and operated as required by law. A Skilled Nursing Facility that is part of a Hospital is considered a Skilled Nursing Facility for purposes of the Plan.

**Specialist Physician** - a Physician who has a majority of their practice in areas other than general pediatrics, internal medicine, obstetrics/gynecology, family practice or general medicine.

**Specialty Pharmaceutical Product** - Pharmaceutical Products that are generally high cost biotechnology drugs used to treat patients with certain illnesses.

**Spouse** - an individual to whom you are legally married.

**Substance-Related and Addictive Disorder Services** - services for the diagnosis and treatment of alcoholism and substance-related and addictive disorders that are listed in the current edition of the *International Classification of Diseases section on Mental and Behavioral Disorders* or *Diagnostic and Statistical Manual of the American Psychiatric Association*. The fact that a disorder is listed in the edition of the *International Classification of Diseases section on Mental and Behavioral Disorders* or *Diagnostic and Statistical Manual of the American Psychiatric Association* does not mean that treatment of the disorder is a Covered Health Service.

**Surrogate** - a female who becomes pregnant usually by artificial insemination or transfer of a fertilized egg (embryo) for the purpose of carrying the fetus for another person. A surrogate provides the egg and therefore is biologically (genetically) related to the child.

**Telehealth/Telemedicine** - live, interactive audio with visual transmissions of a Physician-patient encounter from one site to another using telecommunications technology. The site may be a *CMS* defined originating facility or another location such as a Covered Person's home or place of work. Telehealth/Telemedicine does not include virtual care services provided by a Designated Virtual Network Provider.

**Therapeutic Donor Insemination (TDI)** - Insemination with a donor sperm sample for the purpose of conceiving a child.

**Transitional Living** - Mental Health Services and Substance-Related and Addictive Disorders Services that are provided through facilities, group homes and supervised apartments that provide 24-hour supervision, including those defined in *American Society of Addiction Medicine (ASAM)* criteria, that are either:

- Sober living arrangements such as drug-free housing or alcohol/drug halfway houses. These are transitional, supervised living arrangements that provide stable and safe housing, an alcohol/drug-free environment and support for recovery. A sober living arrangement may be utilized as an adjunct to ambulatory treatment when treatment doesn't offer the intensity and structure needed to assist the Covered Person with recovery.
- Supervised living arrangements which are residences such as facilities, group homes and supervised apartments that provide members with stable and safe housing and the opportunity to learn how to manage their activities of daily living. Supervised living arrangements may be utilized as an adjunct to treatment when treatment doesn't offer the intensity and structure needed to assist the Covered Person with recovery.

**Unproven Services** – health services, including medications and devices, regardless of *U.S. Food and Drug Administration (FDA)* approval, that are not determined to be effective for treatment of the medical condition or not determined to have a beneficial effect on health outcomes due to insufficient and inadequate clinical evidence from well-conducted randomized controlled trials or cohort studies in the prevailing published peer-reviewed medical literature.

- Well-conducted randomized controlled trials. (Two or more treatments are compared to each other, and the patient is not allowed to choose which treatment is received.)
- Well-conducted cohort studies from more than one institution. (Patients who receive study treatment are compared to a group of patients who receive standard therapy. The comparison group must be nearly identical to the study treatment group.)
- UnitedHealthcare has a process by which it compiles and reviews clinical evidence with respect to certain health services. From time to time, UnitedHealthcare issues medical and drug policies that describe the clinical evidence available with respect to specific health care services. These medical and drug policies are subject to change without prior notice. You can view these policies at [www.myuhc.com](http://www.myuhc.com).

Please note:

- If you have a life-threatening Sickness or condition (one that is likely to cause death within one year of the request for treatment) the Claims Administrator may, at its

discretion, consider an otherwise Unproven Service to be a Covered Health Care Service for that Sickness or condition. Prior to such a consideration, the Claims Administrator must first establish that there is sufficient evidence to conclude that, even though unproven, the service has significant potential as an effective treatment for that Sickness or condition.

**Urgent Care** - Care that requires prompt attention to avoid adverse consequences; but does not pose an immediate threat to a person's life. Urgent care is usually delivered in a walk-in setting and without an appointment. Urgent care facilities are a location, distinct from a hospital emergency department, an office or a clinic. The purpose is to diagnose and treat illness or injury for unscheduled, ambulatory patients seeking immediate medical attention.

**Urgent Care Center** - a facility that provides Covered Health Services that are required to prevent serious deterioration of your health, and that are required as a result of an unforeseen Sickness, Injury, or the onset of acute or severe symptoms.

## SECTION 15 - IMPORTANT ADMINISTRATIVE INFORMATION

**What this section includes:**

- Plan administrative information.

This section includes information on the administration of the medical Plan. While you may not need this information for your day-to-day participation, it is information you may find important.

### *Additional Plan Description*

**Claims Administrator:** The company which provides certain administrative services for the Plan Benefits described in this Summary Plan Description.

United Healthcare Services, Inc.  
9900 Bren Road East  
Minnetonka, MN 55343

The Claims Administrator shall not be deemed or construed as an employer for any purpose with respect to the administration or provision of benefits under the Plan Sponsor's Plan. The Claims Administrator shall not be responsible for fulfilling any duties or obligations of an employer with respect to the Plan Sponsor's Plan.

**Type of Administration of the Plan:** The Plan Sponsor provides certain administrative services in connection with its Plan. The Plan Sponsor may, from time to time in its sole discretion, contract with outside parties to arrange for the provision of other administrative services including arrangement of access to a Network Provider; claims processing services, including coordination of benefits and subrogation; utilization management and complaint resolution assistance. This external administrator is referred to as the Claims Administrator. For Benefits as described in this Summary Plan Description, the Plan Sponsor also has selected a provider network established by UnitedHealthcare Insurance Company. The named fiduciary of Plan is North Texas Tollway Authority, the Plan Sponsor.

The Plan Sponsor retains all fiduciary responsibilities with respect to the Plan except to the extent the Plan Sponsor has delegated or allocated to other persons or entities one or more fiduciary responsibility with respect to the Plan.

## **ATTACHMENT I - HEALTH CARE REFORM NOTICES**

### **Patient Protection and Affordable Care Act ("PPACA")**

#### *Patient Protection Notices*

The Claims Administrator generally allows the designation of a primary care provider. You have the right to designate any primary care provider who participates in the Claims Administrator's network and who is available to accept you or your family members. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact the Claims Administrator at the number on your ID card.

For children, you may designate a pediatrician as the primary care provider.

You do not need prior authorization from the Claims Administrator or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in the Claims Administrator's network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the Claims Administrator at the number on your ID card.

## **ATTACHMENT II - LEGAL NOTICES**

### **Women's Health and Cancer Rights Act of 1998**

As required by the *Women's Health and Cancer Rights Act of 1998*, the Plan provides Benefits under the Plan for mastectomy, including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema).

If you are receiving Benefits in connection with a mastectomy, Benefits are also provided for the following Covered Health Services, as you determine appropriate with your attending Physician:

- All stages of reconstruction of the breast on which the mastectomy was performed.
- Surgery and reconstruction of the other breast to produce a symmetrical appearance.
- Prostheses and treatment of physical complications of the mastectomy, including lymphedema.

The amount you must pay for such Covered Health Services (including Copayments and any Annual Deductible) are the same as are required for any other Covered Health Service. Limitations on Benefits are the same as for any other Covered Health Service.

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

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

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

In addition, a plan or issuer may not, under Federal law, require that a physician or other health care provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, to use certain providers or facilities, or to reduce your out-of-pocket costs, you may be required to obtain prior authorization or notify the Claims Administrator. For information on notification or prior authorization, contact your issuer.

## ATTACHMENT III - HEALTH SAVINGS ACCOUNT

### What this attachment includes:

- About Health Savings Accounts.
- Who is eligible and how to enroll.
- Contributions.
- Additional medical expense coverage available with your Health Savings Account.
- Using the HSA for Non-Qualified Expenses.
- Rolling over funds in your HSA.

### Introduction

This attachment to the Summary Plan Description (SPD) describes some key features of the Health Savings Account (HSA) that you could establish to complement the North Texas Tollway Authority health benefit Plan, which is a high deductible medical plan. In particular, and except as otherwise indicated, this attachment will address the Health Savings Account, and not the high deductible health plan that is associated with the "HSA".

North Texas Tollway Authority has entered into an agreement with United Healthcare Services, Inc., Minnetonka, MN, ("UnitedHealthcare") under which UnitedHealthcare will provide certain administrative services to the Plan.

UnitedHealthcare does not insure the benefits described in this attachment. Further, note that it is the Plan's intention to comply with *Department of Labor* guidance set forth in Field Assistance Bulletin No. 2004-1, which specifies that an HSA is not an ERISA plan if certain requirements are satisfied.

The HSA described in this section is not an arrangement that is established and maintained by North Texas Tollway Authority. Rather, the HSA is established and maintained by the HSA trustee. However, for administrative convenience, a description of the HSA is provided in this section.

### About Health Savings Accounts

You gain choice and control over your health care decisions and expenditures when you establish your HSA to complement the high deductible medical plan described in the SPD.

An HSA is an account funded by you, your employer, or any other person on your behalf. The HSA can help you to cover, on a tax free basis, medical plan expenses that require you to pay out-of-pocket, such as Deductibles, Copayments or Coinsurance. It may even be used to pay for, among other things, certain medical expenses not covered under the medical plan design. Amounts may be distributed from the HSA to pay non-medical expenses, however, these amounts are subject to income tax and may be subject to 20% penalty.

You have three tools you can use to meet your health care needs:

- North Texas Tollway Authority health benefit Plan, a high deductible medical plan which is discussed in your Summary Plan Description.
- An HSA you establish.
- Health information, tools and support.

Benefits available under your medical plan are described in your medical plan Summary Plan Description (SPD).

**What is an HSA?**

An HSA is a tax-advantaged account Participants can use to pay for qualified health expenses they or their eligible dependents incur, while covered under a high deductible medical plan. HSA contributions:

- Accumulate over time with interest or investment earnings.
- Are portable after employment.
- Can be used to pay for qualified health expenses tax-free or for non-health expenses on a taxable basis.

**Who Is Eligible And How To Enroll**

Eligibility to participate in the Health Savings Account is described in the SPD for your high deductible medical plan. You must be covered under a high deductible medical plan in order to participate in the HSA. In addition, you:

- Must not be covered by any high deductible medical plan considered non-qualified by the IRS. (This does not include coverage under an ancillary plan such as vision or dental, or any other permitted insurance as defined by the IRS.)
- Must not participate in a full health care Flexible Spending Account (FSA).
- Must not be entitled to Benefits under Medicare (i.e., enrolled in Medicare).
- Must not be claimed as a dependent on another person's tax return.

**Contributions**

Contributions to your HSA can be made by you, by your employer or by any other individual. All funds placed into your HSA are owned and controlled by you, subject to any reasonable administrative restrictions imposed by the trustee.

Contributions can be made to your HSA beginning on the first day of the month you are enrolled in the Health Savings Account until the earlier of (i) the date on which you file taxes for that year; or (ii) the date on which the contributions reach the contribution maximum.

Note that if coverage under a qualified high deductible health plan terminates, no further contributions may be made to the HSA.



The contribution maximum is the single and family limits set by federal regulations. Individuals between the ages of 55 and Medicare entitlement age may contribute additional funds monthly to their HSA up to the maximum allowed by federal regulations. The maximum limits set by federal regulations may be found on the IRS website at [www.irs.gov](http://www.irs.gov).

If you enroll in your HSA within the year (not on January 1) you will still be allowed to contribute the maximum amount set by federal regulations. However, you must remain enrolled in a high deductible health plan and HSA until the end of the 12th month from your initial enrollment or you will be subject to tax implications and an additional tax of 10%.

*Note:* Amounts that exceed the contribution maximum are not tax-deductible and will be subject to an excise tax unless withdrawn as an "excess contribution" prior to April 15th of the following year.

### **Reimbursable Expenses**

The funds in your HSA will be available to help you pay your or your eligible dependents' out-of-pocket costs under the medical plan, including Annual Deductibles, Copayments and Coinsurance. You may also use your HSA funds to pay for medical care that is not covered under the medical plan design but is considered a deductible medical expense for federal income tax purposes under Section 213(d) of the Internal Revenue Code of 1986, as amended from time to time. Such expenses are "qualified health expenses". Please see the description of *Additional Medical Expense Coverage Available With Your Health Savings Account* below, for additional information. HSA funds used for such purposes are not subject to income or excise taxes.

"Qualified health expenses" only include the medical expenses of you and your eligible dependents, meaning your spouse and any other family members whom you are allowed to file as dependents on your federal tax return, as defined in Section 152 of the Internal Revenue Code of 1986, as amended from time to time.

HSA funds may also be used to pay for non-qualified health expenses but will generally be subject to income tax and a 20% additional tax unless an exception applies (i.e., your death, your disability, or your attainment of age 65).

### **Additional Medical Expense Coverage Available with Your Health Savings Account**

A complete description of, and a definitive and current list of what constitutes eligible medical expenses, is available in IRS Publication 502 which is available from any regional IRS office or IRS website.

If you receive any additional medical services and you have funds in your HSA, you may use the funds in your HSA to pay for the medical expenses. If you choose not to use your HSA funds to pay for any Section 213(d) expenses that are not Covered Health Services, you will still be required to pay the provider for services.

The monies paid for these additional medical expenses will not count toward your Annual Deductible or Out-of-Pocket Maximum.

## Using the HSA for Non-Qualified Expenses

You have the option of using funds in your HSA to pay for non-qualified health expenses. A non-qualified health expense is generally one which is not a deductible medical expense under Section 213(d) of the Internal Revenue Code of 1986. Any funds used from your HSA to pay for non-qualified expenses will be subject to income tax and a 20% additional tax unless an exception applies (i.e., your death, your disability, or your attainment of age 65).

In general, you may not use your HSA to pay for other health insurance without incurring a tax. You may use your HSA to pay for COBRA premiums and Medicare premiums.

## Rollover Feature

If you do not use all of the funds in your HSA during the calendar year, the balance remaining in your HSA will roll-over. If your employment terminates for any reason, the funds in your HSA will continue to be owned and controlled by you, whether or not you elect COBRA coverage for the accompanying high deductible health plan, as described in your medical plan SPD.

If you choose to transfer the HSA funds from one account to another eligible account, you must do so within 60 days from the date that HSA funds are distributed to you to avoid paying taxes on the funds. If you elect COBRA, the HSA funds will be available to assist you in paying your out-of-pocket costs under the medical plan and COBRA premiums while COBRA coverage is in effect.

### **Important**

Be sure to keep your receipts and medical records. If these records verify that you paid qualified health expenses using your HSA, you can deduct these expenses from your taxable income when filing your tax return. However, if you cannot demonstrate that you used your HSA to pay qualified health expenses, you may need to report the distribution as taxable income on your tax return. North Texas Tollway Authority and UnitedHealthcare will not verify that distributions from your HSA are for qualified health expenses. Consult your tax advisor to determine how your HSA affects your unique tax situation.

The IRS may request receipts during a tax audit. North Texas Tollway Authority and the Claims Administrator are not responsible or liable for the misuse by Participants of HSA funds by, or for the use by Participants of HSA funds for non-qualified health expenses.

## Additional Information About the HSA

It is important for you to know the amount in your HSA account prior to withdrawing funds. You should not withdraw funds that will exceed the available balance.

Upon request from a health care professional, UnitedHealthcare and/or the financial institution holding your HSA funds may provide the health care professional with information regarding the balance in your HSA. At no time will UnitedHealthcare provide the actual dollar amount in your HSA, but they may confirm that there are funds sufficient to cover an obligation owed by you to that health care professional. If you do not want this

information disclosed, you must notify the Claims Administrator and the financial institution in writing.

You can obtain additional information on your HSA online at [www.irs.gov](http://www.irs.gov). You may also contact your tax advisor. Please note that additional rules may apply to a Dependent's intent to opening an HSA.

## **ATTACHMENT IV – NONDISCRIMINATION AND ACCESSIBILITY REQUIREMENTS**

When the Plan uses the words "Claims Administrator" in this Attachment, it is a reference to United Healthcare, Inc., on behalf of itself and its affiliated companies.

The Claims Administrator on behalf of itself and its affiliated companies complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. UnitedHealthcare does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

The Claims Administrator provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as: Qualified interpreters
- Information written in other languages

If you need these services, please call the toll-free member number on your health plan ID card, TTY 711 or the Plan Sponsor.

If you believe that the Claims Administrator has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance in writing by mail or email with the Civil Rights Coordinator identified below. A grievance must be sent within 60 calendar days of the date that you become aware of the discriminatory action and contain the name and address of the person filing it along with the problem and the requested remedy.

A written decision will be sent to you within 30 calendar days. If you disagree with the decision, you may file an appeal within 15 calendar days of receiving the decision.

<b>Claims Administrator Civil Rights Coordinator</b>
<b>United HealthCare Services, Inc. Civil Rights Coordinator</b> UnitedHealthcare Civil Rights Grievance P.O. Box 30608 Salt Lake City, UT 84130 The toll-free member phone number listed on your health plan ID card, TTY 711

If you need help filing a grievance, the Civil Rights Coordinator identified above is available to help you.

You can also file a complaint directly with the U.S. Dept. of Health and Human services online, by phone or mail:

Online <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Phone: Toll-free 1-800-368-1019, 800-537-7697 (TDD)

Mail: U.S. Dept. of Health and Human Services. 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201

**ATTACHMENT V – GETTING HELP IN OTHER LANGUAGES OR FORMATS**

You have the right to get help and information in your language at no cost. To request an interpreter, call the toll-free member phone number listed on your health plan ID card, press 0. TTY 711.

This letter is also available in other formats like large print. To request the document in another format, please call the toll-free member phone number listed on your health plan ID card, press 0. TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

Language	Translated Taglines
1. → Albanian	Ju keni të drejtë të merri ndihmë dhe informacion falas në gjuhën tuaj. Për të kërkuar një përkthyes, telefononi në numrin që gjendet në kartën e planit tuaj shëndetësor, shtypni 0. TTY-711.
2. → Amharic	የሉምንም ክፍያ በቋንቋዎ እርዳታና መረጃ የማግኘት መብት አላትሁ። አስተርጓሚ እንዲቀርብልዎ ከፈለጉ በጤና ጥላን መታወቂያዎት ላይ ባለው በተጻ መስመር ስልክ ቁጥር ይደውሉና ይመጡ። TTY-711
3. → Arabic	لك الحق في الحصول على المساعدة والمعلومات بلغتك دون تحمل أي تكلفة. لطلب مترجم فوري، اتصل برقم الهاتف المجاني الخاص بالأعضاء المدرج ببطاقة معرف العضوية الخاصة بخطتك الصحية. (TTY 711 واضغط على 0. الهاتف النصي)
4. → Armenian	Թարգմանիչ պահանջելու հասար, զանգահարելք Ձեր ստորապահական ծրագրի ինքնուրյան (ID) տոմսի վրա նշված անվճար Անդամների հեռախոսահասարով, սեղմելք 0: TTY-711
5. → Bantu-Kirundi	Urafise uburenganzira bwo kuronka ubufasha n’amakuru mu rurimi rwawe ku buntu. Kugira usabe umusemuzi, hamagara inomeroy telephone y’ubuntu yagenewe abanywanyiri iri ku rutonde ku karangamuntu k’umugambi wawe w’ubuzima, fyonda 0. TTY-711
6. → Bisayan-Visayan (Cebuano)	Aduna kay katungod nga mangayo og tabang ug impormasyon sa imong lengguwahe nga walay bayad. Aron mohangyo og tighubad, tawag sa toll-free nga numero sa telepono sa miyembro nga nakalista sa imong ID kard sa plano sa panglawas, pindota ang 0. TTY-711
7. → Bengali-Bangala	অনুবাদের-অনুরোধ-খাকলে, আপনার স্বাস্থ্য পরিকল্পনার আই.ডি. কার্ড এ তালিকাভুক্ত ও কর



	und drücken Sie die 0. TTY-711 ☐
18. •Greek ☐	Έχετε το δικαίωμα να λάβετε βοήθεια και πληροφορίες στη γλώσσα σας χωρίς χρέωση. Για να ζητήσετε διερμηνέα, καλέστε το δωρεάν αριθμό τηλεφώνου που βρίσκεται στην άρτα μέλους ασφάλισης, πατήστε 0. TTY-711 ☐
19. •Gujarati ☐	તમને વિના મૂલ્યે મદદ અને તમારી ભાષામાં માહિતી મેળવવાનો અધિકાર છે. ∞દુભાષિયા માટે વિનંતી કરવા, તમારા હેલ્થ પ્લાન ID કાર્ડ પરની સૂચીમાં આપેલ ટોલ-ફ્રી મેમ્બર ફોન નંબર ઉપર કોલ કરો, 0 દબાવો. TTY-711 ☐
20. •Hawaiian ☐	He pono ke kōkua ‘ana aku iā ‘oe ma ka maopopo ‘ana o kēia ‘ike ma loko o kōkua ‘olelo pono ‘i me ka uku ‘ole ‘ana. ✦ E kama ‘ilio ‘oe me kekahi kanaka unuhi, e kāhea i ka helu kelepona kākī ‘ole ma kou kāleka olakino, a e kaomi i ka helu 0. TTY-711. ☐
21. •Hindi ☐	आप के पास अपनी भाषा में सहायता एवं जानकारी निःशुल्क प्राप्त करने का अधिकार है। दुभाषिण के लिए अनुरोध करने के लिए, अपने हेल्थ प्लान ID कार्ड पर सूचीबद्ध टोल-फ्री नंबर पर फोन करें, 0 दबाएं। TTY-711 ☐
22. •Hmong ☐	Koj muaj cai tau kev pab thiab tau cov ntaub ntawv sau ua koj hom lus pub dawb. Yog xav tau ib tug neeg txhais, hu tus xov tooj rau tswv cuab hu dawb uas sau muaj nyob ntawm koj daim yuaj them nqi kho mob, nias 0. TTY-711. ☐
23. •Ibo ☐	Inwere ikike inweta enyemaka nakwa imuta asusu gi n’efu n’akwughi ugwo. Maka ikpoturu onye nsughari okwu, kpoo akara ekwentị nke di n’akwukwo njirimara gi nke emere maka ahuike gi, pia 0. TTY-711. ☐
24. •Ilocano ☐	Adda karbengam nga makaala ti tulong ken impormasyon iti pagsasaom nga libre. Tapno agdawat iti maysa nga agipatarus, tumawag iti toll-free nga numero ti telepono nga para kadagiti kameng nga nakalista ayan ti ID card mo para ti plano ti salun-at, ipindut ti 0. TTY-711 ☐
25. •Indonesian ☐	Anda berhak untuk mendapatkan bantuan dan informasi dalam bahasa Anda tanpa dikenakan biaya. Untuk meminta bantuan penerjemah, hubungi nomor telepon anggota, bebas pulsa, yang tercantum pada kartu ID rencana kesehatan Anda, tekan 0. TTY-711 ☐
26. •Italian ☐	Hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per richiedere un interprete, chiama il numero telefonico verde indicato sulla tua tessera identificativa del piano sanitario e premi lo 0. Dispositivi per non udenti/TTY: 711 ☐





	'adidiilchit. TTY-711 □
37. *Nepali □	तपाईंले आफ्नो भाषामा निःशुल्क सहयोग र जानकारी प्राप्त गर्ने अधिकार तपाईंसँग छ। अनुवादक प्राप्त गरीपाउँ भनी अनुरोध गर्न, तपाईंको स्वास्थ्य योजना परिचय कार्डमा सूचीकृत टोल-फ्री सदस्य फोन नम्बरमा सम्पर्क गर्नुहोस्, 0 थिच्नुहोस्। TTY-711 □
38. *Nilotic-Dinka □	Yin nɔŋ lɔŋ bē yi kuɔny nē wērēyic de thɔŋ du ābac ke cin wēu tāäue ke piny. Ācān bā ran yē koc ger thok thiēc, ke yin col nāmba yene yup abac de ran tɔŋ ye koc wār thok to nē ID kat duōn de pānakim yic, thāny 0 yic. TTY-711. □
39. *Norwegian □	<b>Du har rett til å få gratis hjelp og informasjon på ditt eget språk. For å be om en tolk, ring gratisnummeret for medlemmer som er oppført på helsekortet ditt og trykk 0. TTY-711 □</b>
40. *Pennsylvania-Dutch □	Du hoscht die Recht fer Hilf unnn Information in deine Schprooch griege, fer nix. Wann du en Iwwersetzer hawwe willscht, kannscht du die frei Telefon Nummer uff dei Gesundheit Blann ID Kaarde yuuse, dricke 0. TTY-711 □
41. *Persian-Farsi □	شما حق دارید که کمک و اطلاعات به زبان خود را به طور رایگان دریافت نمایید. برای درخواست خود تماس حاصل بیداشتی بر نامه شناسایی کارت در شده قید رایگان مترجم شفاهی یا شماره تلفن خود تماس حاصل کنید. TTY-711 شماره 0 را فشار دهید.
42. *Punjabi □	ਤੁਹਾਡੇ ਕੋਲ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਅਤੇ ਜਾਣਕਾਰੀ ਮੁਫਤ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੈ। ਦੁਭਾਸ਼ੀਏ ਲਈ ਤੁਹਾਡੇ ਹੈਲਥ ਪਲਾਨ ਆਈਡੀ ਦਿੱਤੇ ਗਏ ਟਾਲ ਫ੍ਰੀ ਮੈਂਬਰ ਫੋਨ ਨੰਬਰ ਟੀਟੀਵਾਈ 711 'ਤੇ ਕਾਲ ਕਰੋ, 0 ਦੱਬੋ। □
43. *Polish □	Masz prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Po usługi tłumacza zadzwoń pod bezpłatny numer umieszczony na karcie identyfikacyjnej planu medycznego i wciśnij 0. TTY-711 □
44. *Portuguese □	Você tem o direito de obter ajuda e informação em seu idioma e sem custos. Para solicitar um intérprete, ligue para o número de telefone gratuito que consta no cartão de ID do seu plano de saúde, pressione 0. TTY-711 □
45. *Romanian □	Aveți dreptul de a obține gratuit ajutor și informații în limba dumneavoastră. Pentru a cere un interpret, sunați la numărul de telefon gratuit care se găsește pe cardul dumneavoastră de sănătate, apăsați pe tasta 0. TTY-711 □
46. *Russian □	Вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы подать запрос переводчика



Fakatonga	he fika telefoni ta'etotongi ma'ae kau memipa 'a ee 'oku lisi 'I ho'o kaati ID ki ho'o palani ki he mo'uilelei, Lomi'I 'a e 0. TTY-711
57. •Trukese+ (Chuukese)	Mi wor omw pwung om kopwe nounou ika amasou noum ekkewe aninis ika toropwen aninis nge epwe awewetiw non kapasen fonuom, ese kamo. Tka ka mwochen tungoren aninisin chiakku, kori ewe member nampa, ese pwan kamo, mi pachanong won an noum health plan katen ID, iwe tiki "0". Ren TTY, kori 711.
58. •Turkish	Kendi dilinizde ücretsiz olarak yardım ve bilgi alma hakkınız bulunmaktadır. Bir tercüman istemek için sağlık planı kimlik kartınızın üzerinde yer alan ücretsiz telefon numarasını arayınız, sonra 0'a basınız. TTY (yazılı iletişim) için 711
59. •Ukrainian	У Вас є право отримати безкоштовну допомогу та інформацію на Вашій рідній мові. Щоб подати запит про надання послуг перекладача, зателефонуйте на безкоштовний номер телефону учасника, вказаний на вашій ідентифікаційній карті плану медичного страхування, натисніть 0. TTY-711
60. •Urdu	اب کو اپنی زبان میں مفت مدد اور معلومات حاصل کرنے کا حق ہے۔ کسی ترجمان سے بات کرنے کے لئے، ٹول فری نمبر پر کال کریں جو آب کے ہیلتھ پلان آئی ڈی کارڈ پر درج ہے، 0۔ TTY-711
61. •Vietnamese	Quý vị có quyền được giúp đỡ và cấp thông tin bằng ngôn ngữ của quý vị miễn phí. Để yêu cầu được thông dịch viên giúp đỡ, vui lòng gọi số điện thoại miễn phí dành cho hội viên được nêu trên thẻ ID chương trình bảo hiểm y tế của quý vị, bấm số 0. TTY-711
62. •Yiddish	איר האט די רעכט צו באקומען הילף און אינפארמאציע אין אייער שפראך פריי פון אפצאל צו פארלאנגען א דאלמעטשער, רופט קארטל, דרוקט ID צעם טאל פרייע מעמבער טעלעפאן נומער וואס שטייט אויף אייער העלט פלאן. TTY711
63. •Yoruba	O ní ẹ̀tọ̀ lati ní iranwo àti ifitónilétí gbà ní èdè ẹ̀lẹ́sánwọ̀. Láti bá ògbufo kan sọrọ̀, pè sọ́rí nọmbà ẹ̀rọ̀ ibánisọrọ̀ láisanwọ̀ ibodè tí a tò sọ́rí kádi idánimọ̀ tí ètò ilera ẹ̀, tẹ̀ 0'. TTY-711

## **ADDENDUM – EMPLOYEE ASSISTANCE PROGRAM (EAP)**

### **An Overview of Your Employee Assistance Program (EAP) Benefits**

Your EAP provides you and your eligible family members confidential assistance for a range of personal concerns. Through the EAP, you can receive up to five professional counseling visits (8 visits for First Responders) per issue per year from a network provider at no cost to you. You also may be referred to a variety of other resources and services offered in your community.

OptumHealth Behavioral Solutions, by United Behavioral Health administers your EAP benefit. OptumHealth is committed to maintaining confidentiality and keeps all records confidential in accordance with federal and state laws.

### **How the Employee Assistance Program Works**

Contact an EAP specialist at OptumHealth when you need help with any of life's concerns. Experienced EAP professionals are available 24 hours a day, seven days a week at 1-866-248-4096.

For information about available services and current EAP related articles, visit the OptumHealth website at [www.liveandworkwell.com](http://www.liveandworkwell.com); access code PEBC.

When you call for EAP services, a specialist will:

- Ask you questions to help you find the right services;
- Connect you with a network specialist in your area to help you address your particular needs; and
- Answer your questions and explain the services that are available to you.

Your EAP specialist will assist you with referrals to community resources or to an OptumHealth-approved network provider who specializes in your area of concern. After your assessment, your provider and OptumHealth will develop a treatment plan to address your concerns.

If you are not satisfied with your provider after the first meeting, OptumHealth will refer you to another provider.

### **Covered Services Under the Employee Assistance Program**

Your EAP coverage provides confidential assistance for a number of problems, such as:

- |                    |                                     |
|--------------------|-------------------------------------|
| ■ Depression       | ■ Compulsive behaviors              |
| ■ Stress           | ■ Aging parents                     |
| ■ Single parenting | ■ Death and dying                   |
| ■ Dual careers     | ■ Marital and relationship problems |

- Anxiety
- Parent-child conflict
- Job burnout
- Work-related problems
- Financial or legal concerns
- Retirement concerns
- Eating disorders
- Drug or alcohol problems
- Sexual problems
- Mood swings

In addition, through your EAP, you can be referred to:

- Community resources for child, elderly parent, and disabled dependent care.
- Legal services including:
  - Free referrals to a local attorney;
  - A free 30-minute face-to-face or telephone consultation
    - ◆ Services available between 8:00 am and 5:00 pm local time for legal issues such as family conflicts, landlord disputes, wills, DUI matters, Power of Attorney, and IRS concerns.
  - Free online legal information, including common forms and will kits; and
  - A 25% discount on other legal services.
- Family mediation services including:
  - Free 30-minute telephone consultations; and
  - Referrals to local mediators, whose services are available at a 25% discount.
- Self-help support groups for dealing with issues such as:
  - Depression;
  - Alcohol abuse;
  - Drug abuse; and
  - Eating disorders.
- Community financial resources for assistance with debt management and budget planning:
  - Free telephone financial consultations and advisory services – up to 60 minutes
    - ◆ Services available between 7:00 am to 8:00 pm Central Time;
  - Referrals to local financial professionals and advisement resources.

### **Additional Services Covered under the Employee Assistance Worklife Program**

Available 24 hours a day, seven days a week, Optum Work-Life Services provide access to concierge-like master's-level worklife specialists, who can deliver unlimited consultation, education, advocacy and referrals for various services:

- Parenting and childcare resources
- Adult/Eldercare support
- Life learning education

- Chronic condition support
- Convenience services

Worklife advisors are like personal consultants who do research and problem solving for each individual. With one phone call or quick online request, individuals access master's-level advisors who have expertise to research, identify and verify service information. Then, they personally follow up with individuals to answer any further questions.

**ADDENDUM – OUTPATIENT PRESCRIPTION DRUG BENEFIT - CVS/CAREMARK**

This Addendum to the Plan provides benefits for outpatient prescription drugs through a plan administered by CVS/Caremark. UnitedHealthcare does not insure the benefits described in this addendum.

***ID Cards***

When you first enroll in the PPO Plan, you will receive an ID card from UnitedHealthcare that includes information on your prescription drug coverage with CVS/Caremark. When you present your ID card, the plan can electronically identify any covered dependents.

The ID card you receive after enrolling provides information to the retail pharmacy in order to electronically identify you, correctly charge your copay, and bill the prescription claim. The card also includes Customer Service numbers for your use.

Once you are enrolled in the plan, you can print a temporary ID card if needed at [www.caremark.com](http://www.caremark.com).

You may use your ID cards only while your coverage is in effect under this Plan. The unauthorized, fraudulent, improper or abusive use of ID cards issued to you and your eligible covered dependents can include, but is not limited to:

- Use of the ID card prior to the effective date; or
- Use of the ID card after Plan coverage ends.

The failure to advise a pharmacy or other service provider that your coverage is no longer in force is considered unauthorized, improper and abusive use of the ID card and may be considered fraudulent.

PHARMACY	In-Network Caremark Nationwide Network		Out-of-Network Claims reimbursed as if in-network pharmacy used (subject to an upcharge)
	You Pay	Plan Pays	
<b>Retail</b> (Up to a 30-day supply. Copays count toward the maximum OOP limit.)			
<ul style="list-style-type: none"> <li>■ Generic</li> </ul>	\$15 copay	100% after copay	You Pay in full and submit claims for reimbursement. Claims reimbursed as if in-
<ul style="list-style-type: none"> <li>■ Preferred brand name *</li> </ul>	\$30 copay	100% after copay	



<ul style="list-style-type: none"> <li>■ Non-preferred brand name *</li> </ul>	\$60 copay	100% after copay	network pharmacy used (subject to an upcharge)
Upcharge per prescription for use of a non-network pharmacy (does not apply to the maximum OOP limit)	\$10 charge	-	\$10 charge
<p><b>CVS/Caremark Mail Order Pharmacy</b></p> <p>(Up to a 90-day supply. Copays count toward the maximum OOP limit.)</p> <ul style="list-style-type: none"> <li>■ Generic</li> <li>■ Preferred brand name *</li> <li>■ Non-preferred brand name *</li> </ul>	<p>\$30 copay</p> <p>\$60 copay</p> <p>\$120 copay</p>	<p>100% after copay</p> <p>100% after copay</p> <p>100% after copay</p>	<p>Not applicable</p> <p>Not applicable</p> <p>Not applicable</p>
<ul style="list-style-type: none"> <li>■ Contraceptive products mandated by health care reform – generic contraceptives as listed below are available at zero cost to the member; available through Retail or CVS/Caremark Mail Order Pharmacy. If your physician requires a brand and prior authorization is approved, the brand may be available at zero cost to the member.</li> <li>- Birth control pills, patches, vaginal rings and injections</li> <li>- Diaphragms and cervical caps</li> <li>- Over-the-counter barrier methods, like female condoms, spermicides and sponges</li> <li>- Intrauterine contraceptives (Merina)</li> </ul>	\$0	100%	At Retail, You Pay in full and submit claims for reimbursement. Claims reimbursed as if in-network pharmacy used (subject to an upcharge)

<ul style="list-style-type: none"> <li>- Implantable medications (Implanon)</li> <li>- Emergency contraceptives (Plan B, Ella)</li> </ul>			
<p><b>Specialty drugs – must use CVS Specialty Pharmacy (Up to a 30-day supply. Refills allowed as prescribed).</b></p>			<p>You pay in full for Specialty drugs not filled at a CVS Specialty Pharmacy, unless a one-time retail courtesy refill applies. Specialty drugs not filled at a CVS Specialty pharmacy will not be applied to your maximum out of pocket (OOP).</p>
<ul style="list-style-type: none"> <li>■ Generic</li> </ul>	<p>\$10 copay</p>	<p>100% after copay</p>	
<ul style="list-style-type: none"> <li>■ Preferred brand name *</li> </ul>	<p>\$20 copay</p>	<p>100% after copay</p>	
<ul style="list-style-type: none"> <li>■ Non-preferred brand name *</li> </ul>	<p>\$40 copay</p>	<p>100% after copay</p>	<p>Not applicable</p>
<p>*Generics preferred – if you select a brand-name drug that has a generic available, you pay an additional cost</p> <p>Note that the Plan does not cover drugs excluded from the formulary.</p>	<p>The copay shown above PLUS the difference in cost between the brand name and the generic.</p>	<p>100% after copay</p>	

***Out-of-Pocket***

*Annual Out of Pocket Maximum:* the \$3,000 limit on the sum of the deductible, copays plus coinsurance you pay for services performed by in-network providers in a calendar year. Once you reach the annual out of pocket maximum for a covered person, the Plan will pay 100% of all remaining eligible in-network covered expenses for the rest of the year for that person. You will still be responsible for paying for certain choices, such as the additional cost from choosing a brand-name drug when a generic is available, the \$10 upcharge for using a non-network pharmacy, or using a specialty pharmacy other than CVS. Also, the out of pocket maximum does not apply if you use out-of-network providers.

Some charges do not apply toward the annual out of pocket maximum, including:

- The additional cost of choosing a brand-name prescription drug when a generic is available;
- The \$10 additional charge per prescription for use of a non-network pharmacy;
- Specialty drugs filled at a pharmacy other than CVS, unless a one-time retail courtesy fill applies;

There is no annual or lifetime limit on Plan benefits, other than for specific services as shown in this booklet.

### ***Prior Authorization***

For outpatient prescription drug authorization assistance, contact Caremark.

## **Prescription Drug Benefits**

As a PPO Plan participant, you are eligible to receive prescription drug benefits from these programs administered by Caremark:

**Retail Pharmacy Program.** After payment of a single copay, a covered person may obtain up to a 30-day supply of prescription drugs at a local participating pharmacy. You may also receive vaccines listed under the Preventive Care benefit under this Plan at 100% when administered by a participating in-network pharmacy.

**CVS/Caremark Mail Order Pharmacy.** You can use this program for maintenance medications (prescriptions you take regularly for ongoing medical conditions). After payment of the applicable copay, a covered person may obtain up to a 90-day supply of maintenance prescription drugs.

**CVS Specialty Pharmacy Program.** CVS Specialty Pharmacy provides the enhanced level of service needed for specialty drug therapy. After payment of the applicable copay, a covered person may obtain up to a 30-day supply of specialty medications from CVS Specialty.

### **How to Find Participating Pharmacies**

You can locate a list of in-network pharmacies in any of the following ways:

- Check the PEBC website ([www.pebcinfo.com](http://www.pebcinfo.com)).
- Visit the Caremark website ([www.Caremark.com](http://www.Caremark.com)) and click on Pharmacy Locator.
- Call Caremark at the phone number shown on your ID card.

### ***Filling Your Prescriptions***

*For prescriptions that you need right away,* use the Retail Pharmacy Program. Your costs will be lower if you use a retail pharmacy that is part of the CVS National Network.

- Up to a 30-day supply from a participating network retail pharmacy.
- Present your ID card and file no claims.
- Pay the \$15 (generic drug), \$30 (preferred brand-name drug on the formulary list), or \$60 (non-preferred brand or multi-source drug not on the formulary list, and with no generic available) copay at a participating In-Network pharmacy. The generic drug copay is the lesser of \$15 or actual cost.
- If you fill your prescription at a non-network pharmacy, you will pay the usual and customary cost which is quite high.

- With the PPO Plan, you may use a non-participating pharmacy. When you use a non-participating pharmacy, you pay the full cost of the prescription when it is filled. Then you submit a claim, which will be reimbursed the amount that would have been charged by a network pharmacy, less the required copay.

*For maintenance prescriptions that you take on an ongoing basis, you may use the CVS/Caremark Mail Order Pharmacy.*

- For the copay of a 60-day supply at the retail pharmacy, get up to a 90-day supply of your maintenance prescriptions or drugs that you will be taking on a regular basis filled using the CVS/Caremark Mail Order Pharmacy.
- There are no claim forms to file.
- Pay the \$30 (generic drug), \$60 (preferred brand-name drug on the formulary list), or \$120 (non-preferred brand or multi-source drug not on the formulary list, and with no generic available) copay for each prescription or refill. The generic drug copay is the lesser of \$30 or actual cost.

### ***Using Both Retail and Mail Order Programs***

If you need medication right away and you will also be taking it on a maintenance basis, you may use both programs. To use both programs, ask your doctor for two prescriptions:

- A prescription for a supply that you can fill at a participating local pharmacy; and
- A prescription for up to a 90-day supply that you can fill using the CVS/Caremark Mail Order Pharmacy.

### ***Generic Drugs***

Generic drugs provide Americans with safe and effective lower-cost alternatives to the escalating costs of brand-name prescription drugs. A generic drug is one whose brand-name patent has expired. Other companies can produce and distribute the medication under a name that's different than the original brand-name drug. The color or shape may be different, but the active ingredients must be the same. In approving a generic drug product, the FDA requires many rigorous tests and procedures to assure that the generic drug has the same quality, strength, purity and stability as brand-name drugs.

To gain FDA approval, a generic drug must:

- Contain the same active ingredient, strength, dosage form and route of administration as the brand name drug;
- The generic manufacturer must prove its drug is the same (bioequivalent) as the brand-name drug; and
- All manufacturing, packaging and testing sites must pass the same quality standards as those of brand-name drugs.

Many generic drugs are made in the same manufacturing plants as the brand-name drugs. In addition to tests performed prior to market entry, the FDA regularly assesses the quality of

products in the marketplace and thoroughly researches and evaluates reports of alleged drug product equivalence.

### ***Generics Preferred***

The Plan uses a generics preferred program. This means that when you need a refill for a brand-name drug, your pharmacist will see if a generic alternative is available instead. If you choose a brand-name drug when a generic is available, you may require a Prior Authorization approval and your cost will significantly increase, because you will be responsible for paying the difference in the cost of the drugs in addition to the copay. This is how it works:

- If you choose the generic drug, your copay will be less than for a brand-name drug. You'll pay the lesser of the actual cost or the copay (\$15 at a retail network pharmacy or \$30 CVS/Caremark Mail Order Pharmacy).
- If you choose the brand-name instead of the generic, you may need a Prior Authorization and you'll pay the non-preferred brand name copay.

You should check with your doctor to determine if a generic drug is appropriate for you. Your doctor should contact Caremark if he/she determines a generic medication is not suitable for you.

### ***Preferred Drug List (Formulary)***

A drug formulary is a list of prescription drugs covered under your Plan. The terms "Preferred Drug List" and "Formulary" are interchangeable. This Plan uses the Caremark National Preferred Formulary to provide additional cost savings on certain brand-name drugs. Caremark, the pharmacy benefit manager (PBM) and claim administrator for prescription drugs under this Plan, manages the formulary. With a wide range of generic and brand-name drugs that have been approved by the U.S. Food and Drug Administration (FDA), the formulary includes only FDA-approved generic medications. The formulary is developed and is maintained by a committee of pharmacists, physicians and other health care providers to include clinically sound, high-quality prescription drug products.

Drugs on the formulary are selected first for their clinical appropriateness. The formulary will change over time as new drugs are introduced into the market and as generics become available. The formulary list will not restrict your choice of medications. You have the option of using generic drugs or preferred brand-name drugs listed on the formulary. You can also use non-formulary drugs, but your copay will be higher. The Plan does not make exceptions or perform "overrides" to allow a non-formulary drug to be charged at a preferred or generic copay.

Your doctor can use this list to choose medications for you while helping you save the most money. Copays for many brand-name prescription drugs will be lower under this Plan if you and your doctor request a drug from the formulary. It is up to you to discuss this with your doctor, so that you can take advantage of lower copays. In all cases, any change from a drug originally prescribed by your doctor occurs only with the approval of your doctor.

***Retail Pharmacy Program***

When you have prescriptions filled at an in-network retail pharmacy, you receive up to a 30-day supply of prescription drugs after you pay a copay as described in the chart below:

<b>Type of Prescription</b>	<b>Your Copay Per Prescription**</b>
Generic drug	\$15 (or actual cost – if lower)
Preferred brand-name drug (on the formulary)	\$30*
Non-preferred brand-name or multi-source drug (not on the formulary)	\$60*

\*Plus the difference in cost between the brand-name and a generic, if you choose a brand-name drug when a generic is available.

The retail pharmacy program covers medications that meet the requirements explained below, in the section, “What the Prescription Drug Program Covers.” In addition, you may receive vaccines covered at 100% under the Preventive Care benefit for this Plan when administered by participating in-network pharmacies.

The retail network includes contracted national chains in the area as well as many local, independent pharmacies. See the section “How To Find Participating Pharmacies” for information on how to locate an in-network pharmacy.

The pharmacist determines your Plan coverage, copay and eligibility from your Caremark ID card. If you do not show your ID card when your prescription is filled, you may be required to pay the pharmacy’s full charge for your medication. You must then file a claim for reimbursement. The Plan will reimburse you for 100% of the cost (less your copay) as if you used an in-network pharmacy. You must inform the pharmacy if you or a covered dependent are no longer covered by your Employer’s medical plan to avoid inappropriate prescription drug charges to your Employer. Refer to your Employer’s Human Resources policies relating to fraud and theft for additional information.

If you go to a non-network pharmacy, you will be required to pay 100% of the non-network pharmacy’s charge. If you submit a claim, you will be reimbursed the amount that would have been charged by a network pharmacy, less the required copay, administrative expense or tax if applicable.

To file a claim, submit your prescription drug receipt(s) along with a claim form and mail to the address on the claim form. Contact Caremark for a claim form or check with your Human Resources Department.

***CVS/Caremark Mail Order Pharmacy***

The CVS/Caremark Mail Order Pharmacy covers up to a 90-day supply of certain maintenance prescription drugs after you pay a copay equal to two times the retail copay as described in the chart below:

Type of Prescription	Your Copay Per Prescription
Generic drug	\$30 (or actual cost – if lower)
Preferred brand-name drug (on the formulary)	\$60*
Non-preferred brand-name or multi-source drug (not on the formulary)	\$120*

\*Plus the difference in cost between the brand-name and a generic, if you choose a brand-name drug when a generic is available.

By using the CVS/Caremark Mail Order Pharmacy, you'll save money on your copays for maintenance medications. Plus, you'll receive free RX Mail Delivery of your medication, up to a 90-day supply of medication with each order, and 24-hour access to a pharmacist. The CVS/Caremark Mail Order Pharmacy covers medications that are considered "maintenance medications" or drugs you will be taking on a regular basis. A maintenance medication is a drug (such as insulin, heart medication or high blood pressure medication) that you take on an ongoing basis for a chronic condition.

***How the CVS/Caremark Mail Order Pharmacy Works***

To get started, ask your doctor to write a prescription for up to a 90-day supply of your medication (plus 3 refills for up to one year if appropriate). Then complete a CVS/Caremark Mail Order Pharmacy Delivery Order Form. If you don't have an order form, you can print one at [www.Caremark.com](http://www.Caremark.com) or request one by calling the toll-free number on your member ID card. It is recommended that you have a 30-day supply of your medication on hand at the time of your order.

A pharmacist will review and process your order. Before being mailed to you, the prescription is checked and verified by the program's quality control department. Your prescription is generally mailed to you via U.S. mail. After your order is received, allow 7-10 business days for delivery. If you select overnight service for refills, you are responsible for associated delivery and postage costs.

***How To Order Refills***

Refills can be processed only when your original order is expected to be 75% consumed. The easiest way to order refills is to visit [www.Caremark.com](http://www.Caremark.com) and register. You can also order refills over the telephone or by using the mail.

When you receive your first prescription order, you will also receive a notice and return envelope indicating the date you can order your next refill. This notice also shows the number of times a prescription may be refilled. To avoid running out of your medication, be sure you contact Caremark or mail your refill form at least three weeks before you need your medication. Remember to allow 14 days for delivery. Refer to your ID card or check with your Employer's Human Resources Department for phone numbers.

### ***90-Day Supply***

The law requires that pharmacies dispense a prescription exactly as written and in the exact quantity of a drug prescribed by a physician. To receive a 90-day supply of a maintenance drug, your physician must prescribe that quantity. If you take one tablet per day, your doctor must write a prescription for 90 tablets. If you take two tablets per day, your doctor must write a prescription for 180 tablets, etc. If you send a prescription to the CVS/Caremark Mail Order Pharmacy, and it is written for less than a 90-day supply, the prescription will be filled as written and you will pay the CVS/Caremark Mail Order Pharmacy copay.

Please note: You may not be able to receive a 90-day supply of certain controlled substances and other prescribed drugs due to legal restrictions.

### ***Paying for CVS/Caremark Mail Order Pharmacy Medications***

Pay for your CVS/Caremark Mail Order Pharmacy prescription using your FLEX debit card, credit card, bank debit card or money order/personal check. Caremark will not ship orders if you have a balance due of \$250 (if you do not have a credit card on file) or a balance due of \$250 (if you do have a credit card on file). If your order exceeds the dollar limit, Caremark must receive payment before your order is shipped. Prescription orders will not be released based on a “promise to pay” or past order history.

### ***What the Prescription Drug Program Covers***

Subject to the applicable copay, the Plan covers medications that are:

- Medically necessary;
- Prescribed by a doctor;
- Not available over the counter (unless required under the health care reform law and with a written prescription); and
- Not specifically excluded as described in the following section, “What the Prescription Drug Plan Does Not Cover.”

The Plan also covers:

- Diabetic supplies, including syringes, needles, test strips, and lancets (insulin is not considered a diabetic supply but is covered by the Plan);
- Respiratory therapy supplies, such as aerochambers, spacers and nebulizers used to administer asthma medications;
- Generic contraceptives at zero cost to the member. Other contraceptives are covered, including: hormonal methods like birth control pills, patches, vaginal rings and injections, intrauterine contraceptives (Mirena), barrier methods like diaphragms and cervical caps, over-the-counter barrier methods (female condoms, spermicides and sponges), implantable medications (like Implanon), and emergency oral contraceptives (Plan B, Ella);
- Fluoride products, including gels, rinses and tablets;



- Self-injectable medications (prior authorization by Caremark may be required and quantity limits may apply);
- Growth promoting agents when determined to be medically necessary; and
- Certain smoking cessation medications.

If you purchase diabetic supplies at the retail pharmacy, the applicable retail copay applies. In some cases, it may cost you less to buy some products over-the-counter (such as lancets). You are eligible for one no-cost formulary glucometer (once per lifetime) available only through the CVS/Caremark Mail Order Pharmacy.

### ***Prescription Limitations***

Programs with limitations include:

***Prior Authorization:*** When your pharmacist tells you that your prescription needs a prior authorization, it simply means that more clinical information is needed to see if your Plan can cover the medication. Your doctor (or sometimes a pharmacist) can provide this information and request a prior authorization from Caremark. The list of medications requiring prior authorization is subject to change at any time. Some drugs or therapeutic classes of drugs may have limits based upon accepted clinical guidelines, dosage limitations, recommended standards of care and/or shelf life limits.

***Preferred Drug Step Therapy program:*** Coverage under the Step Therapy Program may require that you try a generic drug or lower-cost brand-name alternative drug before using higher cost non-preferred drugs.

***Quantity Limits:*** A medication might be limited to a certain amount (such as the number of pills or total dosage) within a specific time period. Additional quantity limits may apply depending on the medication your doctor prescribes. Quantity limits are subject to change as a result of manufacturer packaging changes and other conditions.

If you submit a prescription for a drug that is subject to any of the above limitations, your pharmacist will tell you that approval is needed before the prescription can be filled. The pharmacist will give you or your doctor a toll-free number to call.

Visit the Caremark website ([www.Caremark.com](http://www.Caremark.com)) or call Caremark Customer Service (1-855-335-7698) for the most up-to-date information on prescription drug limitations. Prior authorization and quantity limits are subject to change at any time.

### ***Specialty Drugs***

Specialty medications are drugs that are used to treat complex conditions, such as cancer, growth hormone deficiency, hemophilia, hepatitis C, immune deficiency, multiple sclerosis, and rheumatoid arthritis. Whether they're administered by a health care professional, self-injected, or taken by mouth, specialty medications require an enhanced level of service. Specialty drugs have one or more of the following characteristics:

- Complex therapy for complex disease

- Specialized patient training and coordination of care (services, supplies, or devices) required prior to therapy initiation and/or during therapy
- Unique patient compliance and safety monitoring requirements
- Unique requirements for handling, shipping, and storage
- Potential for significant waste due to the high cost of the drug

CVS provides specialty pharmacy services for patients with certain complex and chronic conditions through its wholly owned subsidiary, CVS Specialty Pharmacy, with locations throughout the United States. CVS Specialty focuses on infused, injectable, and oral drugs that are very expensive and often have restrictions as determined by the FDA. These specialty drugs may be difficult to self-administer, have a potential for adverse reactions, and require temperature control or other specialized handling.

If you use a pharmacy other than CVS for specialty medications, you'll be subject to the entire cost without credit to your maximum out of pocket limit. After a one-time courtesy fill at the retail pharmacy, you will be directed to CVS Specialty. Retail courtesy fills are not available for hepatitis C medications.

Because specialty medications shipped through CVS are shipped to you in a 30-day supply (not 90 day), the PPO copay is 1/3 the cost of a 90-day mail order copay until the PPO out of pocket limit is met:

Type of Prescription	Your Copay Per Prescription
Generic drug	\$10 (or actual cost – if lower)
Preferred brand-name drug (on the formulary)	\$20*
Non-preferred brand-name or multi-source drug (not on the formulary)	\$40*

\*Plus the difference in cost between the brand-name and a generic, if you choose a brand-name drug when a generic is available.

In some cases CVS may arrange to have your specialty drugs shipped directly to your home or to your doctor's office, as you prefer. For those in chemotherapy treatment, your oncologist and/or chemotherapy facility may continue to provide your chemotherapy agents and medications through your medical coverage.

***Self-Injectable Medications***

Your benefit plan covers certain self-injectable medications that are not considered specialty drugs. Depending on the manufacturer and/or the medication, the CVS/Caremark Mail Order Pharmacy Delivery order could arrive in 30-day supply shipments. If that happens, your copay may be 1/3 the amount of a 90-day copay for each 30-day shipment. If you have questions about your self-injectable medications, contact Caremark.

The Plan also covers certain self-injectable nausea and vomiting agents, colony stimulating factors, and anti-coagulant agents. Bee sting kits and glucagon emergency kits are also covered by the Plan.

Allergy extracts and certain injectable drugs are not covered through the pharmacy benefit program, although they may be covered by the medical plan if services are provided at your doctor's office.

To find out whether new or newly developed prescription drugs will be covered by this Plan, and how they may be covered, you may contact Caremark at the phone number shown on your ID card, or follow links from the PEBC website at [www.pebcinfo.com](http://www.pebcinfo.com).

### ***What the Prescription Drug Program Does Not Cover***

The prescription drug program does not cover certain types of drugs and some drugs are excluded from the formulary. Not all drugs listed on the Caremark National Preferred Formulary are covered by the benefit Plan. Even if your physician determines a drug is medically necessary, if it is excluded below, your pharmacy benefit does not cover the drug. The drugs and related services listed below are excluded from coverage under this Plan:

- Administration or injection of a drug other than a vaccine covered by the Plan under the Preventive Care benefit;
- Allergy sera and testing materials (check medical plan coverage);
- Anorexiant (diet or weight control medications) including such drugs as Meridia and Xenical;
- Any treatment related to sexual dysfunction or impotence, including drugs such as Viagra;
- Blood or blood products (check medical plan coverage);
- Blood or urine testing devices, except for diabetic glucose testing purposes;
- Compounded prescription drug products with ingredients that do not include at least one ingredient requiring a prescription order or refill; and most compound prescription drugs in the form of a gel, cream or ointment;
- Contraceptive jellies, creams, foams, spermicides, condoms, or devices not specifically covered under "What the Prescription Drug Plan Covers";
- Drugs that are not medically necessary;
- Drugs or supplies which can be purchased over the counter (OTC) that do not require a prescription (except respiratory therapy supplies and fluoride products) or refill by Federal or State Law and any drug that is equivalent to an OTC drug (except insulin);
- Drugs intended for use in a doctor's office, in a clinic, or by a respiratory therapist, unless covered as a specialty drug;
- Drugs that are considered investigative or experimental;

- Drugs prescribed for a cosmetic purpose (except for tretinoin agents used in the treatment of acne through age 24; age 25 and older for treatment of acne with prior authorization);
- Drugs prescribed for the elective termination of a pregnancy;
- Drugs for which the cost will be paid by any other source including Workers' Compensation, Occupational Disease Law, or governmental agencies;
- Drugs with no FDA indications;
- Enteral feedings and other nutritional supplements, unless such feedings are the sole sources of nutrition and are determined to be medically necessary. Infant formula available over the counter is always excluded;
- Fertility drugs;
- Hair growth formulations;
- Oral and dietary supplements not otherwise listed as covered expenses;
- Outpatient prescribed or non-prescribed medical supplies including therapeutic devices or appliances, such as needles and syringes (other than insulin needles and syringes and covered respiratory therapy supplies listed as covered), support garments, elastic stockings, ace bandages, gauze, and other like products;
- Oxygen gas;
- Prescriptions filled more times than the number of refills ordered by your doctor, before your effective date of coverage, or after one year from the original prescription;
- Replacement prescription drug products as a result of loss or theft;
- Vitamins, except for legend and legend prenatal vitamins or those covered based on U.S. Preventive Services Task Force recommendations; and
- Drugs exceeding the Plan's quantity limits or prior authorization requirements.

### ***Special Programs***

This Plan offers special programs through Caremark for those with certain ongoing conditions including asthma, diabetes, gastrointestinal problems and cardiovascular disease. Programs are in place to ensure you are taking the most cost-effective medication first before more costly prescriptions are covered.

To encourage the safe use of medications, this Plan also performs multiple levels of safety management. In order to evaluate your medication therapy, your doctor may be notified if you have been prescribed medications that could pose a potential risk depending on your medical condition and/or age. The Plan looks at criteria to identify if you may be taking too much or too little of a medication – including multiple medications for the same illness, controlled or addictive substances and long-term or duplicate therapies. Your doctor may receive the information as well to evaluate your medication therapy.

### ***Helpful Hints***

Check your prescriptions before you leave the doctor's office to make sure that:

- The exact daily dosage, strength and quantity are shown,
- The full first and last name of the patient is clearly written,
- Product substitution is allowed (allowing you to receive a generic drug if available), and
- If the prescription is for a brand-name or multi-source drug, a drug from the formulary list has been prescribed if available.

### ***Filing a Claim***

When you receive services from in-network providers, generally they will file claims for you. If you use out-of-network providers, however, you are responsible for filing claims for reimbursement with the appropriate Claims Administrator.

When you need to file a claim, complete a claim form and send it to Caremark for pharmacy claims. Send the applicable claim form to the Claims Administrator, along with the itemized bill from the provider. Claim forms are available at the PEBC information website ([www.pebcinfo.com](http://www.pebcinfo.com)) or from your Employer's Human Resources Department.

When you submit a claim, each bill must show the patient's name, the date of service, type of service, and itemized charges. (Keep a copy of all bills for your records, too.)

This Plan has a 12 month claim filing limit for all claims whether submitted by you or network providers.

If you need help with filing a claim, or want to check the status of a claim you filed, contact the Claims Administrator's Customer Service Center. If you need information about the Plan or want to make a complaint, contact the Claims Administrator's Customer Service Center. Refer to the phone number located on your ID card.

### ***Explanation of Benefits***

When your claim is processed, the Claims Administrator will prepare an Explanation of Benefits (EOB). This statement describes all benefits paid by the Plan. The EOB will let you know if there is any portion of the claim you need to pay. If your claim is denied in whole or in part, the EOB describes why your claim was denied.

EOBs for prescription drug or mental health/substance abuse claims will generally be mailed to you within 30 days of submitting your claim.

### ***Claim Denials and Appeals Process***

If a claim is denied, in whole or in part, or you feel the Claims Administrator has not made the correct or appropriate decision concerning a claim, you may call Caremark for pharmacy claims at the number on your ID card before requesting a formal appeal.

***Claims Administrator***

The Claims Administrator for outpatient prescription drugs is:

Caremark

Phone: (877) 613-1227

***Glossary of Terms***

**Authorization** – A determination that medical care or health care services proposed to be provided to a patient, or in some cases already provided to a patient, are medically necessary and appropriate. Certain services must be approved in advance by Caremark, in order for them to be covered by the Plan.

**Claims Administrator** – The organization that processes all Plan claims. Currently, this organization is Caremark for prescription drug claims. The Claims Administrator (or one of its affiliates) may also perform authorization and utilization review as appropriate.

