
SUMMARY PLAN DESCRIPTION
AND
PLAN DOCUMENT

FOR

THE TEXAS HOT OILERS
SELF-FUNDED
EMPLOYEE MEDICAL BENEFIT PLAN
(CARE PLUS)

As of December 1, 2023

ESTABLISHMENT OF THE PLAN; ADOPTION OF THE PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION

THIS PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION, made by Texas Hot Oilers (the “Plan Sponsor”) as of December 1, 2023, hereby **amends and restates** the Texas Hot Oilers Self-Funded Employee Medical Benefit Plan (the “Plan”), which was originally adopted by Plan Sponsor.

EFFECTIVE DATE

The Plan Document is effective as of the date first set forth above, and each amendment is effective as of the date set forth therein, (the “Effective Date”).

ADOPTION OF THE PLAN DOCUMENT

The Plan Sponsor, as the settlor of the Plan, hereby adopts this Plan Document as the written description of the Plan. This Plan Document represents both the Plan Document and the Summary Plan Description, which is required by the Employee Retirement Income Security Act of 1974, 29 U.S.C. et seq. (“ERISA”). This Plan Document amends and replaces any prior statement of the health care coverage contained in the Plan or any predecessor to the Plan.

IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan Document to be executed. Receipt of payment to the Claims Administrator will be deemed confirmation of receipt and acceptance of this agreement.

PLAN SPONSOR:

TEXAS HOT OILERS

TABLE OF CONTENTS

TABLE OF CONTENTS.....	i
GENERAL PLAN INFORMATION	1
ELIGIBILITY AND PARTICIPATION	7
Eligibility	7
Changes in Covered Person Information	7
Enrollment.....	7
When Coverage Begins.....	7
Special Enrollment.....	8
Termination of Coverage	9
Family Medical Leave Act (FMLA).....	10
Military Leave.....	10
Qualified Medical Child Support Orders	10
Benefits for Employees Working Beyond Age 65	10
All Other Participants Eligible for Medicare Benefits.....	11
Medicare Services Furnished to End Stage Renal Disease (“ESRD”)	11
CARE PLUS MEDICAL PLAN BENEFITS.....	12
Using the Care Plus Benefits	12
When Non-participating Provider Option Benefits Apply	13
Out-of-Pocket Maximum	13
Benefit Accumulations.....	14
Care Plus Preauthorization Requirements	14
Preauthorization Review Process.....	15
Second Opinion.....	17
Inform EMI Health of Changes	17
COVERED MEDICAL BENEFITS.....	18
Hospital/Facility Benefits	18
Emergency Room (ER) Service Benefit	18
Inpatient Rehabilitation Therapy Benefit.....	19
Emergency Care and Life-threatening Condition Benefits.....	19
Physician and Professional Services	20
Preventive Care Services	21
Transplant Benefits	22
Medical Supplies and Equipment	22
Clinical Trials.....	23
Mental Health and Drug/Alcohol Treatment	24
Additional Benefits	24
Women’s Cancer Rights	25
Cost Reform Information.....	25
PRESCRIPTION DRUG PROGRAM	27
Copayment and Coinsurance	27
Covered Drugs	27
Specialty Pharmacy.....	28

Mandatory Generic	28
Step Therapy	28
How to Use the Prescription Card	29
Prescription Claims Review.....	29
HOME DELIVERY PHARMACY SERVICE PROGRAM.....	30
How to Use the Home Delivery Pharmacy Service Program	30
PREScription DRUG AND HOME DELIVERY PHARMACY SERVICE EXCLUSIONS	32
Pharmacy Items Excluded.....	32
MEDICAL PLAN EXCLUSIONS	34
CONTINUATION OF COVERAGE	43
COBRA Continuation of Coverage Requirements	43
COORDINATION OF BENEFITS WITH OTHER GROUP PLANS	44
Definitions	44
Order of Benefit Determination Rules.....	46
Effect on the Benefits of this Plan	49
Compliance with Federal and State Laws Concerning Confidential Information.....	49
Facility of Payment.....	49
Right of Recovery.....	49
CLAIMS PROCEDURE.....	50
Proof of Loss.....	50
How to File a Claim.....	50
Requests for Additional Information	50
Claims Audits.....	50
Non U.S. Providers	51
Exhaustion of Administrative Remedies	51
Appointment of Authorized Representative	51
Claims Review Process.....	51
Independent External Review for First and Second Level Appeals	52
Third-level Independent Review.....	53
Subrogation and Reimbursement.....	55
DEFINITION OF TERMS	57
ADDENDUM ON PRIVACY	67
ADDENDUM ON SECURITY ISSUES.....	72

GENERAL PLAN INFORMATION

TEXAS HOT OILERS has adopted this Plan for the benefit of its eligible Employees and their eligible Dependents. This document provides a summary of the benefits provided under the Plan as of December 1, 2023, and is also the formal plan document of the Plan.

Please note that capitalized terms used in this document are defined either the first time they are used or in the “Definition of Terms” section at the end of this document.

TYPE OF PLAN

All benefits under the Plan are self-insured by the Plan Sponsor. Benefits under the Plan are funded by contributions by the Plan Sponsor and/or Participants. The Plan Sponsor has purchased a stop loss insurance policy from Educators Health Plans Life, Accident, and Health, Inc. which will provide coverage to the Plan Sponsor in the event individual and aggregate claims exceed a certain level, but Educators Health Plans Life, Accident, and Health, Inc. does not insure any benefits under the Plan.

TYPE OF ADMINISTRATION

The Plan Sponsor is the Plan Administrator. The Plan Sponsor has entered into an agreement with Educators Health Plans Life, Accident, and Health, Inc. (“EMI Health”) as a third-party administrator to assist the Plan Sponsor in the Plan’s claims administration and certain other administrative matters.

PLAN NAME

The Texas Hot Oilers Self-funded Employee Medical Benefit Plan (Care Plus)

EFFECTIVE DATE OF PLAN AS AMENDED AND RESTATED: December 1, 2023

PLAN YEAR ENDS: December 31, 2024

RENEWAL

This Plan may automatically be renewed for 12-month terms unless the Plan Sponsor notifies EMI Health in writing of its intent to terminate the Plan at least 60 days prior to the end of the current term.

EMPLOYER/PLAN SPONSOR INFORMATION

Texas Hot Oilers
P. O. Box 1007
Giddings, Texas 78942
Telephone: 979-540-9292
Email: charlotte@texashotoilers.com

EMPLOYER/PLAN SPONSOR TIN: 74-2225238

PLAN ADMINISTRATOR

Texas Hot Oilers
P. O. Box 1007
Giddings, Texas 78942
Telephone: 979-540-9292
Email: charlotte@texashotoilers.com

NAMED FIDUCIARY

Texas Hot Oilers
P. O. Box 1007
Giddings, Texas 78942
Telephone: 979-540-9292
Email: charlotte@texashotoilers.com

AGENT FOR SERVICE OF LEGAL PROCESS

Texas Hot Oilers
P. O. Box 1007
Giddings, Texas 78942
Telephone: 979-540-9292
Email: charlotte@texashotoilers.com

CLAIMS ADMINISTRATOR

EMI Health
5101 S. Commerce Dr.
Murray, Utah 84107
Telephone: (801) 262-7476
Fax: (801) 269-9734
Website: <https://emihealth.com>

PLAN STATUS: Non-Grandfathered

GROUP NUMBER: 8706

PLAN TYPE: Medical
Prescription Drug

AMENDMENT OR TERMINATION

The Plan Sponsor reserves the right to modify, suspend, or terminate the Plan at any time. The Plan Sponsor does not promise the continuation of any benefits nor does it promise any specific level of benefits at or during retirement.

The Table of Allowances may be updated as deemed necessary by the Plan Sponsor and EMI Health. After the effective date of a change in the Table of Allowances, all benefits will be paid according to the new Table of Allowances.

Benefit changes to this Plan will apply to all Covered Persons on the date amended benefits become effective.

The terms of this Plan may not be amended by oral statements made by the Plan Sponsor, the Plan Administrator, the Claims Administrator, or any other person. In the event an oral statement conflicts with the written terms of this Plan, the Plan terms will control.

YOUR RIGHTS UNDER ERISA

As a Covered Person in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Covered Persons are entitled to the following:

- **Receive Information about Your Plan and Benefits**
 - Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, and copies of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
 - Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
 - Receive a summary of this Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- **Continue Group Health Plan Coverage**
 - Continue health care coverage for yourself, your Spouse, or eligible Dependents, if there is a loss of coverage under the Plan as a result of a qualifying event. You or your eligible Dependents may have to pay for such coverage. Review this document for the rules governing your COBRA continuation coverage rights.
- **Prudent Action by Plan Fiduciaries**
 - In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Employee benefit plan. The people who operate this Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of Participants and other Plan participants and beneficiaries. No one, including the Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.
- **Enforce Your Rights**
 - If your claim for a benefit is denied or ignored, in whole or in part, you have the right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay

you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

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

▪ Assistance with Your Questions

- If you have any questions about this Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed below or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

The following is a listing of the Employee Benefits Security Administration, U.S. Department of Labor, offices:

Atlanta Regional Office
61 Forsyth St. SW, Ste 7B54
Atlanta, GA 30303 (404) 562-2156

Boston Regional Office
One Bowdoin Square, 7th Floor
Boston, Ma 02114 (617) 424-4950

Chicago Regional Office
200 W Adams St., Ste 1600
Chicago, IL 60606 (312) 353-0900

Cincinnati Regional Office
1885 Dixie Highway, Ste 210
Ft. Wright, KY 41011-2664 (606) 578-4680

Dallas Regional Office
525 Griffin St., Room 707
Dallas, TX 75202-5025 (214) 767-6831

Detroit District Office
211 West Fort St., Ste 1310
Detroit, MI 48226-3211 (313) 226-7450

Kansas City Regional Office
City Center Square
1100 Main, Ste 1200
Kansas City, MO 64105-2112 (816) 426-5131

Los Angeles Regional Office
790 E. Colorado Blvd., Ste 514
Pasadena, CA 91101 (818) 583-7862

Miami District Office
111 NW 183rd St., Ste 504
Miami, FL 33169 (305) 651-6464

New York Regional Office
1633 Broadway, Room 226
New York, NY 10019 (212) 399-5191

Philadelphia Regional Office
Gateway Building
3535 Market St., Room M300
Philadelphia, PA 19104 (215) 596-1134

St. Louis District Office
815 Olive St., Room 338
St. Louis, MO 63101 (314) 539-2691

San Francisco Regional Office
71 Stevenson St., Ste 915, P.O. Box 190250
San Francisco, CA 94119-0250 (415) 975-4600

Seattle District Office
111 Third Ave., Ste 860 MIDCOM Tower
Seattle, WA 98101-3212 (206) 553-4244

Washington D.C. District Office
1730 K St. NW, Ste 556
Washington D.C. 20006 (202) 254-7013

NOT A CONTRACT

This Plan Document and any amendments constitute the terms and provisions of coverage under this Plan. The Plan Document shall not be deemed to constitute a contract of any type between the Employer and any Participant or to be consideration for, or an inducement or condition of, the employment of any Employee. Nothing in this Plan Document shall be deemed to give any Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Employee at any time; provided, however, that the foregoing shall

not be deemed to modify the provisions of any collective bargaining agreements which may be entered into by the Employer with the bargaining representatives of any Employees.

MENTAL HEALTH PARITY

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

DISCRETIONARY AUTHORITY

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

ELIGIBILITY AND PARTICIPATION

Eligibility

An Employee of the Plan Sponsor and his Dependents are eligible for participation and coverage under this Plan if the Employee is a Full-time Employee of the Plan Sponsor. Dependents of the Employee eligible for coverage include Dependent children from birth to the 26th birthday and the Employee's Spouse. Children may include stepchildren, children legally placed for adoption, legally adopted children, and children for whom the Employee has legal guardianship. Coverage for an adopted child of a Participant is provided from the moment of birth, if placement for adoption occurs within 30 days of the child's birth, or beginning from the date of placement, if placement for adoption occurs 30 days or more after the child's birth. Coverage ends if the child is removed from placement prior to being legally adopted.

Children may include foster children if all of the following conditions are met:

- The child lives with the Employee;
- The parent-child relationship is with the Employee, not solely the child's biological parent;
- The Employee is the primary source of financial support for the child; and
- The Employee expects to raise the child to adulthood.

An unmarried Dependent child's coverage may be extended beyond the 26th birthday if the child is incapable of self-sustaining employment due to a mental or physical disability and is chiefly dependent on the Participant for support and maintenance. The Participant must furnish written proof of disability and dependency to Plan Sponsor and Claims Administrator within 31 days after the child reaches 26 years of age. The Claims Administrator may require subsequent proof of disability and dependency after the child reaches age 26, but not more often than annually. (Please refer to *Dependent* in the "Definition of Terms" section for more information.)

Changes in Covered Person Information

Participants should notify EMI Health within 31 days whenever there is a change in a Covered Person's situation that may affect the Covered Person's enrollment eligibility or status.

Enrollment

To enroll, the Employee must complete an enrollment application and file it with the Plan Sponsor within 31 days of his employment date, or during a subsequent Open Enrollment period. A Participant is not entitled to change his coverage elections during the Plan Year, except as provided in the *Special Enrollment* section.

When Coverage Begins

If the Employee enrolls within 31 days of his employment, the Employee's coverage (and the coverage of his eligible Dependents, if such Dependents were also enrolled during such 31-day period) becomes effective the first day of the month coinciding with or following the date of hire.

If the Employee enrolls during a subsequent Open Enrollment period, the Employee's coverage (and the coverage of his eligible Dependents, if such Dependents were also enrolled during such Open Enrollment period) becomes effective the first day of the following Plan Year.

If the Employee enrolls during a Special Enrollment period, the Employee's coverage (and the coverage of his eligible Dependents, if such Dependents were also enrolled during such Special Enrollment period) becomes effective as provided in the *Special Enrollment* section.

Special Enrollment

Special Enrollment Period when Other Coverage Terminates

If an Employee declined participation for himself and/or his eligible Dependents, and, when enrollment was previously declined, the Employee and/or his eligible Dependents were covered under another group plan or had other insurance coverage, the Employee will have a Special Enrollment period if when the Employee declined enrollment for himself and/or his eligible Dependents, the Employee and/or his eligible Dependents

1. Had COBRA continuation coverage under another plan and such continuation coverage has since been exhausted, and the Employee elects coverage for himself or herself and/or his or her eligible Dependents by making an election with the Plan Sponsor, in the manner prescribed by the Plan Sponsor within 31 days of such cessation; or
2. Had coverage through Medicaid or the Children's Health Insurance Program (CHIP) that has been terminated as a result of loss of eligibility of coverage, and the Employee elects coverage for himself or herself and/or his or her eligible Dependents by making an election with the Plan Sponsor, in the manner prescribed by the Plan Sponsor within 60 days of such cessation; or
3. If the other coverage was not under COBRA, Medicaid, or CHIP, either the other coverage has been terminated as a result of loss of eligibility for coverage or employer contributions towards such coverage have been terminated, and the Employee elects coverage for himself or herself and/or his or her eligible Dependents by making an election with the Plan Sponsor, in the manner prescribed by the Plan Sponsor within 31 days of such cessation. (Note: Loss of eligibility of coverage includes a loss due to legal separation, divorce, death, termination of employment, reduction in hours worked, and any loss of eligibility after a period that is measured by reference to any of the foregoing. Loss of eligibility does not include a loss due to failure to pay premiums on a timely basis or termination of coverage for cause, such as making a fraudulent claim or intentional misrepresentation.)

If the Employee meets the above conditions, coverage under the Plan will be effective as of the date such previous coverage ceased.

Special Enrollment Period for Acquisition of Dependent

The Employee and/or his new eligible Dependent may enroll for coverage (even if He previously declined coverage for himself and/or his eligible Dependents) if the Employee acquires such new eligible Dependent due to marriage, birth, adoption, or placement for adoption. In addition, the Employee may also enroll his Dependent Spouse if the Employee acquires a new Dependent due

to marriage, birth, adoption, or placement for adoption. To enroll during this Special Enrollment period, the Employee must enroll within 31 days of the event (e.g., marriage, birth, adoption, or placement for adoption). Coverage will be effective as follows:

1. In the case of marriage, the marriage date; or
2. In the case of an eligible Dependent's birth, the date of such birth; or
3. In the case of adoption, or placement for adoption, the coverage of an adopted child of a Participant is provided from the moment of birth, if placement for adoption occurs within 30 days of the child's birth, or beginning from the date of placement, if placement for adoption occurs 30 days or more after the child's birth.

Termination of Coverage

Unless eligible for continuation coverage under COBRA, a Covered Person's participation under the Plan ceases on the earliest of the following:

- For the Participant and covered Dependents, the last day of the calendar month coinciding with or following the Participant's termination of employment or when the Participant's employment position or status changes such that He is no longer a Full-time Employee, unless specific provisions in the Employer's policy manual apply.
- For the Participant and covered Dependents, the last day of the month for which coverage has been paid, subject to a 31-day Grace Period, in the event any required Participant contributions are not made;
- For covered Dependents, other than the Participant's Spouse, or Domestic Partner, the individual ceases to be an eligible Dependent on the last day of the calendar month coinciding with the Dependent's 26th birthday.
- For covered Spouse, the last day of the calendar month coinciding with the date the divorce from the Participant is final;
- For the Participant and covered Dependents, the date specified in any Plan amendment resulting in loss of eligibility;
- For the Participant and covered Dependents, the date this Plan is terminated; or
- For any Covered Person, the discovery of fraud or misrepresentation on the part of the Covered Person in either the enrollment process or in the use of services or facilities, including any misuse of a Plan ID card. (Note: If a Covered Person's coverage is terminated for cause, the termination of coverage will relate back to the effective date of coverage and the Plan Sponsor may recover any overpayments from the Covered Person such that the Plan Sponsor and the Covered Person are returned to the same financial position as if no coverage had ever been in force. Termination of a Participant's coverage for cause will also result in the termination of coverage of the Participant's covered Dependents.)

A Participant is not entitled to voluntarily terminate coverage for himself or his covered Dependents during the plan year, unless He experiences a Special Enrollment qualifying event

(e.g. marriage, divorce, birth, death, adoption, placement for adoption, or loss of other insurance coverage). If the Participant experiences a Special Enrollment qualifying event He may elect to terminate coverage for himself and/or his Dependents by making an election with the Plan Sponsor, in the manner prescribed by the Plan Sponsor, within 31 days of such event.

Family Medical Leave Act (FMLA)

A Participant who goes on a leave under the Family Medical Leave Act (FMLA) has the following rights during such leave:

- A Participant may continue his coverage and the coverage of his covered Dependents during an FMLA leave provided He continues to pay any required Employee portion of the cost of such coverage in accordance with the Plan Sponsor's FMLA leave policy. The Plan Sponsor will continue to make the same contributions toward that coverage that it would have made had the Participant not taken FMLA leave.
- If the Employee portion of the cost of coverage is not paid, the Participant's and covered Dependents' coverage will be terminated 31 days after the due date of any required payment. Upon the Participant's return to work, the Participant's coverage and the coverage of any previously covered Dependents, will be reinstated as long as the Participant returns to work before or immediately following the expiration of the FMLA leave. If the Participant does not return to work before or immediately following the expiration of the FMLA leave, the Participant will be treated as a new Employee upon his return and will be entitled to elect coverage for himself and his eligible Dependents in accordance with the rules applicable to new Employees.

Military Leave

Pursuant to the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), a Participant who is on military duty with a uniformed service has certain rights. If the period of duty is less than 31 days, coverage will be maintained if the Participant pays any required Participant contribution. If the period of duty is for more than 31 days, the Plan Sponsor must permit the Participant to continue coverage under rules similar to COBRA. The maximum coverage period is the lesser of 24 months or the period of duty. A Participant receiving coverage under USERRA shall be required to pay 102 percent of the applicable premium. No waiting period can be imposed on a returning Participant and his Dependents if the period would have been satisfied had the Participant's coverage not terminated due to the duty leave.

Qualified Medical Child Support Orders

Upon receipt of a National Medical Support Notice requiring the Participant to provide coverage for a Dependent child, the Plan Sponsor will comply with all applicable requirements of the Notice and applicable law.

Benefits for Employees Working Beyond Age 65

If a Participant becomes eligible for Medicare solely as a result of attaining age 65, the Participant will have the option of electing coverage under this Plan, in which case this Plan is primary and Medicare is secondary. Alternatively, the Participant may elect to terminate coverage under this Plan and choose Medicare as his primary coverage. If a Participant chooses Medicare as his primary plan, the Participant may not elect this Plan as his secondary plan. If the

Participant elects to terminate coverage under this Plan, coverage will also be terminated for his Dependents.

All Other Participants Eligible for Medicare Benefits

To the extent required by Federal regulations, this Plan will pay before any Medicare benefits. There are some circumstances under which Medicare would be required to pay its benefits first. In these cases, benefits under this Plan would be calculated as secondary (as described under “Coordination of Benefits”). The Participant will be assumed to have full Medicare coverage (that is, both Parts A and B) whether or not the Participant has enrolled for the full coverage. If the Provider accepts assignment with Medicare, Eligible Expenses will not exceed the Medicare-approved expenses.

Medicare Services Furnished to End Stage Renal Disease (“ESRD”)

If any Participant is eligible for Medicare benefits because of ESRD, the benefits of the Plan will be determined before Medicare benefits for the first 30 months of Medicare entitlement, unless applicable Federal law provides to the contrary, in which event the benefits of the Plan will be determined in accordance with such law.

Contact the Plan Sponsor or the EMI Health Enrollment Department for information.

CARE PLUS MEDICAL PLAN BENEFITS

Using the Care Plus Benefits

Covered Persons should always carry their EMI Health Care Plus Medical Identification / Prescription Drug Cards so that Participating Providers can determine what the Covered Person is required to pay, how to bill the Plan, and when to preauthorize major services.

- Covered Persons generally should go to an EMI Health Care Plus primary care physician (PCP) first. EMI Health Care Plus PCPs are specialists in family practice, internal medicine, pediatrics, and obstetrics or gynecology. PCPs provide primary care and can help coordinate secondary Provider care. If the Covered Person chooses to see a secondary care or ancillary care participating physician, He may pay a higher Copayment.
- A directory of Participating Providers will be furnished free of charge as a separate document. The Covered Person may also obtain a copy of the directory of Participating Providers from the Plan Sponsor, on the Internet at www.emihealth.com, or by calling 801-270-2880.
- The EMI Health Care Plus Plan provides the following levels of care:
 1. Covered Persons are eligible for Participating Provider Option benefits when receiving care from Participating Providers.
 2. Covered Persons may choose to receive care from Non-participating Providers. However, when a Covered Person receives care from a Non-participating Provider, benefits are determined based on the Non-participating Provider Option (see Outline of Coverage). These benefits are less than the corresponding benefits under the Participating Provider Option.

Although benefits under the Plan are generally greater for services provided by Participating Providers, the choice to use a Participating Provider or Non-participating Provider is entirely up to the Covered Person. EMI Health does not employ Participating Providers, and they are not agents or partners of EMI Health. Providers participate in the network only as independent contractors. Participating Provider status is not an endorsement or representation by the Plan Sponsor, Plan Administrator, or EMI Health as to the qualifications (or quality of care) of any particular Provider.

- **Advantages of Using Participating Providers.** When Covered Persons elect to use Participating Providers, they enjoy the following advantages over Non-participating Providers:
 - The Provider bills the Plan for them;
 - The Provider accepts the Plan's Maximum Allowable Charges and agrees not to bill Covered Persons for excess of the Maximum Allowable Charge for covered services; and
 - The Provider agrees to obtain Preauthorization from the Plan for Covered Persons for major services.
- Covered Persons should verify their Providers' panel status at the time of each visit by following these steps:

-
- Contact Providers to assure that they are Participating Providers with EMI Health.
 - Contact EMI Health Customer Service Department.

The Table of Allowances is the schedule established by EMI Health, on behalf of Plan Sponsor, for payment of eligible charges. **All benefits outlined in this Plan are subject to the Maximum Allowable Charge. For example, if a Provider charges \$125 for a procedure for which the Table of Allowances permits \$100 payment, the Plan will pay the specified percentage of \$100, not \$125.**

When Non-participating Provider Option Benefits Apply

Participating Provider Option benefits are available when the care is provided through a Participating Provider. Non-participating Provider Option benefits offer Covered Persons the flexibility to use any Non-participating Provider or facility.

In cases where the Covered Person uses a participating facility but uses a non-participating physician, Participating Provider Option benefits will apply to services from the participating facility, while Non-participating Provider Option benefits, which may require more payment by the Covered Person, will apply to services rendered by the non-participating physician.

- **Using Non-participating Providers and Facilities.** When the Covered Person elects to use Non-participating Providers and facilities
 - The Covered Person must obtain Preauthorization from the Plan for major services. (Refer to the *Preauthorization Requirements* section.)
 - The benefits may be less, and in some cases, there may be no benefits available under the Non-participating Provider Option.
 - The Covered Person is responsible for any billed charges exceeding the Maximum Allowable Charge for covered services.

Even in the unlikely event that there is no Participating Provider available to perform the services needed, the Plan will not pay Participating Provider Option benefits to a Non-participating Provider. Non-participating Provider Option benefits will apply.

Out-of-Pocket Maximum

The Out-of-Pocket Maximum is designed to insure against financial hardship caused by unexpected expenses from catastrophic illness. When a Covered Person has satisfied any applicable Deductible and paid Eligible Expenses, including eligible Copayments, up to the Out-of-Pocket Maximum, the Plan will pay remaining Eligible Expenses at 100 percent of the Maximum Allowable Charge. Amounts paid by a manufacturer, drug manufacturer, provider, facility, vendor, or any other provider of healthcare services will not accumulate towards the Out-of-Pocket Maximum.

When a Covered Person receives any service or treatment specified as a limited benefit, the Plan will pay for services only up to the specified amounts.

Any payment made by the Covered Person for amounts in excess of the limits, and expenses the Covered Person pays if He does not follow Preauthorization procedures, will not accumulate toward the annual Deductible or Out-of-Pocket Maximum.

The Participating Provider and Non-participating Provider Options each have a separate Out-of-Pocket Maximum.

Benefit Accumulations

All Deductibles, Out-of-Pocket Maximums, benefit limits, etc. accumulate on a Calendar Year basis, beginning January 1, and ending December 31.

Care Plus Preauthorization Requirements

“Preauthorization” is the procedure for confirming, prior to the rendering of care, the medical necessity and appropriateness of the proposed treatment, and whether (and if so, to what extent) such treatment is a covered benefit for the Covered Person. Whether Preauthorization is required, and if so, how and when it must be obtained, depends on the kind of treatment and whether the Provider is a Participating Provider or a Non-participating Provider.

- **The following kinds of treatments require Preauthorization:**
 - Hospitalizations and Inpatient facility admissions, including skilled nursing facilities and mental health and drug/alcohol treatment
 - Residential treatment
 - Surgeries in a Hospital or ambulatory surgical facility, including injectables and infusions
 - Major Diagnostic Testing
 - Capsule endoscopy
 - Skin substitutes
 - Home Health services, including home I.V. services
 - Dental services, including orthodontics, when dental injury occurs as a result of an Accident
 - Durable Medical Equipment and Prostheses
 - Hyperbaric oxygen treatment
 - Clinical Trials
 - Flight-based inter-facility patient transport services when using a Non-participating air ambulance service
 - Unlisted, temporary, or supplemental tracking codes
- **If the Covered Person uses a Participating Provider**, for any of the above treatments or procedures, **the Provider** (not the Covered Person) is responsible for Preauthorization. **The Covered Person is advised to verify with the physician that Preauthorization procedures have been followed.**
- **If the Covered Person uses a Non-participating Provider** for any of the above treatments or procedures **the Covered Person (even in an emergency) is responsible for obtaining Preauthorization, and benefits may be denied or reduced if the Covered Person fails to timely obtain Preauthorization**, as follows:
 - To obtain Preauthorization for Durable Medical Equipment or Prostheses submit, to EMI Health, a written request accompanied by a letter of Medical Necessity.
 - To obtain Preauthorization for all other services, call 1-801-270-3037 or (toll free) 1-888-223-6866.

-
- For services or treatments that require Inpatient hospitalization, other than emergencies, the Covered Person must obtain Preauthorization at least 48 hours prior to receiving the services or treatments.
 - **For emergency hospitalizations, the Covered Person must give notice of the hospitalization within 48 hours of the admission**, or as soon as reasonably possible, by calling one of the phone numbers listed above. An appropriate length of hospitalization will then be determined.
 - If a Covered Person responsible for obtaining Preauthorization fails to do so in the required time, EMI Health will review the treatment and apply the following penalties:
 - If the treatment is deemed not Medically Necessary and appropriate, benefits will be denied.
 - If the treatment is deemed Medically Necessary and appropriate, benefits will be reduced by 50 percent (per admission for Inpatient hospitalization, or per service or procedure, for the others listed above).
 - Any amount paid out-of-pocket for failing to follow Preauthorization requirements is not applied toward the Out-of-Pocket Maximum.

Preauthorization Review Process

If the Claims Administrator denies a request for Preauthorization based on a determination of Medical Necessity and appropriateness which a Covered Person believes is properly compensable under the applicable terms of the Plan, the Covered Person may within the time limits provided below after receipt of notice of denial of Preauthorization request a review by the Plan's Utilization Review by calling 1-801-270-3037 or toll free 1-888-223-6866. If the Covered Person disagrees with the finding of the Plan's Utilization Review regarding services to be received in Utah, He may request a second review.

If the Claims Administrator denies a request for Preauthorization based on Plan benefits or eligibility which a Covered Person believes is properly compensable under the applicable terms of the Plan, the Covered Person may within the time limits provided below after receipt of notice of denial of Preauthorization appeal the denial. If the Covered Person disagrees with the finding of the first level review, He may request a second review.

If the Covered Person disagrees with the decision after the second level appeal, the Covered Person shall have a right to pursue any remedies available at law or equity.

No action at law or in equity may be brought against the Plan until the Covered Person has exhausted the Preauthorization Review Process, as provided in this section.

1. Urgent Preauthorization Requests. The following time limits and rules regarding modes of communication shall apply to Urgent Preauthorization Requests:

- (i) If the Covered Person fails to follow the procedures for submitting the Preauthorization request, the Plan will notify the Covered Person of the failure and the proper procedures within 24 hours after the failure. The notice may be given orally unless the Covered Person requests written notice.
- (ii) If the Covered Person submits an incomplete Preauthorization request, the Plan will provide notice that the Preauthorization request is incomplete and of the missing information within 24 hours after receiving the incomplete

Preauthorization request. The notice may be given orally unless the Covered Person requests written notice. The Covered Person will have 48 hours after receiving notice of the incomplete Preauthorization request to provide the additional required information, which may be provided by telephone, fax, or similar method.

(iii) The Plan will then provide notice of its initial decision on the Preauthorization request within (a) 72 hours after receiving the completed Preauthorization request or after the expiration of the Covered Person's 48-hour period to provide additional information, whichever is earlier, or (b) 72 hours after receiving the initial Preauthorization request, if it was proper and complete when submitted. The notice may be made orally if written or electronic notice is provided within three days after oral notification.

(iv) If the Preauthorization request is denied in whole or part, the Covered Person has 180 days after receiving the Preauthorization request denial to request an appeal of the decision. The request and any additional information to support the appeal may be provided by telephone, fax, or similar method.

(v) The Plan will provide its decision on appeal within 72 hours after receiving the request for appeal.

2. Non-urgent Preauthorization Requests. The following time limits and modes of communication shall apply to non-urgent Preauthorization requests:

(i) If the Covered Person fails to follow the procedures for submitting the Preauthorization request, the Plan will notify the Covered Person of the failure and the proper procedures within five days after the failure. The notice may be given orally unless the Covered Person requests written notice.

(ii) The Plan will provide notice of its decision on the Preauthorization request within (a) 15 days after receiving initial Preauthorization request, or (b) 30 days after receiving the Preauthorization request, if the Plan determines that an extension is necessary due to matters beyond the control of the Plan and the Plan provides an extension notice during the initial 15-day period. If the extension is due to the Covered Person's failure to submit information necessary to decide a Preauthorization request, the extension notice will identify the additional information necessary for the Plan to decide the Preauthorization request, and the Covered Person will have at least 45 days from the date of such notice to provide the additional information. The period for making the benefit determination will be tolled from the date on which the notification of the extension is sent until the date on which the Covered Person provides the additional required information.

(iii) If the Preauthorization request is denied in whole or in part, the Covered Person has 180 days after receiving the Preauthorization request denial to request a first level appeal of the decision. The request and any additional information to support the appeal must be made in writing.

(iv) The Plan will provide its decision on the first level appeal within 15 days after receiving the request for appeal.

(v) If the Preauthorization request is denied in whole or in part on the first level appeal, the Covered Person has 60 days after receiving the decision to request a second level appeal. The request and any additional information to support the appeal must be made in writing. A second level appeal is not available for Medical Necessity denials of services to be received outside of Utah.

(vi) The Plan will provide its decision on the second level appeal within 15 days after receiving the request for appeal.

Second Opinion

In order to determine whether any proposed or continuing care, diagnosis, treatment, service, surgical procedure, diagnostic or medical procedure, drug therapy, blood transfusion, or other covered service (collectively the “Recommended Care”) is Medically Necessary and appropriate, the Plan may, at any time, require at its own expense a Covered Person to obtain a second (and third, if necessary) opinion from a Participating Provider, selected by the Plan, regarding such recommended care.

Inform EMI Health of Changes

The Participant must either call EMI Health Enrollment Department or submit an Enrollment Application to notify the Plan of a change in his address or telephone number. The Participant must use the Enrollment Application to make other changes, such as changes to name and/or marital status, as well as to add or delete family members to the Plan. Enrollment Applications are submitted to the Plan Sponsor. (See the *Eligibility and Participation* section for guidelines on adding new Dependents.) The Plan Sponsor will forward copies of all Enrollment Applications to EMI Health.

COVERED MEDICAL BENEFITS

ALL OF THE FOLLOWING OUTLINED BENEFITS ARE FOR THE PARTICIPATING PROVIDER OPTION. IF NON-PARTICIPATING PROVIDERS ARE USED, BENEFITS WILL BE REDUCED TO THE AMOUNT SHOWN UNDER THE NON-PARTICIPATING PROVIDER OPTION COLUMN OF THE OUTLINE OF COVERAGE.

Hospital/Facility Benefits

This section provides a general summary of Hospital and Facility Benefits available under the Participating Provider Option. For details as to specific coverages, see the Outline of Coverage. This section does not apply to Physician and Professional Services, which are addressed separately in this Plan and in the Outline of Coverage.

Hospitalizations and Inpatient surgeries require Preauthorization. **The Covered Person is advised to verify with the physician that Preauthorization procedures have been followed.**

The Plan provides benefits for the following:

- Semi-private room and intensive care charges.
- Hospital ancillary charges, including operating room, dressings and supplies, and Hospital Outpatient Services rendered in connection with surgery for which the operating room and other Hospital facilities are needed. Hospital ancillary charges include, but are not limited to, the following:
 - Drugs
 - Operating room
 - Medical Supplies
 - X-ray and laboratory expenses
 - Electrocardiograms
 - Chemotherapy or radiation therapy
 - Inhalation therapy
 - Intravenous therapy
- Skilled nursing facility services, up to a maximum of 30 days per year. Admission to a skilled nursing facility must occur within five days of a discharge from a Hospital Confinement.
- Outpatient surgery facility expenses. Some procedures require Preauthorization. Please refer to the list of procedures under the *Preauthorization Requirement* section of this contract.
- Major Diagnostic Testing.

Emergency Room (ER) Service Benefit

The Plan provides benefits for the following:

- Medically Necessary and appropriate ER services are covered according to the Outline of Coverage.

-
- Although payment of the ER Copayment/Coinsurance amount is not required before service may be provided in the ER, it is the Covered Person's responsibility to pay the ER Copayment/Coinsurance listed on the Outline of Coverage directly to the providing facility.
 - The ER Copayment/Coinsurance covers the facility charges only. The Covered Person may have additional physician and professional charges according to the Outline of Coverage.

If the Covered Person is admitted directly to the Hospital as an Inpatient because of the condition for which ER services were sought, then the ER Copayment/Coinsurance will be waived. The usual Copayment/Coinsurance amounts normally applied to such a hospitalization will be required.

Inpatient Rehabilitation Therapy Benefit

The Plan provides benefits for all services and treatments in connection with Inpatient rehabilitation therapy (limited to physical, speech, occupational, cardiac, and pulmonary). Inpatient benefits are limited to a combined maximum of 40 days per person per year.

Emergency Care and Life-threatening Condition Benefits

The Plan provides benefits for the following:

- Expenses for Emergency Care and Life-threatening conditions. Participating Provider benefits, up to the Maximum Allowable Charge, apply to initial treatment of Accidental Injuries regardless of whether services are received from a Participating or Non-participating Provider. However, if the Covered Person is subsequently admitted to a Non-participating Hospital, he or she may be required to transfer to a participating Hospital once the emergency condition has been stabilized in order to continue receiving Participating Provider benefits.
- Services provided by a licensed ambulance service for necessary transportation to and from a Hospital, doctor's office, clinic, or other medical institution when the Covered Person's condition is deemed to be a Life-threatening Condition. For a patient who is in a Hospital or other healthcare facility under the care or supervision of a licensed healthcare Provider, Preauthorization is required before transport of the patient via a Non-participating air transport to another Hospital or facility. Failure to obtain a Preauthorization may, solely in the Plan's discretion, result in a reduction or denial of benefits for charges arising from or related to inter-facility patient transport via air. Penalties for failing to follow Preauthorization requirements are not applied toward the Out-of-Pocket Maximum. The Plan retains the authority to limit benefit availability to Providers of flight-based inter-facility patient transport if and when a Provider fails to comply with the terms of the Plan, or billed charges exceed the Maximum Allowable Charges in accordance with the terms of the Plan.
- Expenses for repairs of physical damage to sound natural teeth, crowns, and the natural supporting structure surrounding teeth when the following conditions are met. Require Preauthorization.
 - Such damage is a direct result of an Accident independent of disease or any other cause;
 - Medical advice, diagnosis, care, or treatment was recommended or received for the Covered Person at the time of the Accident; and
 - Repairs are initiated within one year of the date of the Accident.

Physician and Professional Services

The Plan provides benefits for the following:

- Physician office visits and after-hours physician office visits.
- Inpatient Hospital physician visits.
- Routine prenatal physician visits and delivery expenses. This includes visits and delivery for the pregnancy of a Dependent. A Covered Person may choose to deliver on an outpatient basis. The length of a Hospital stay after a delivery is based on Medical Necessity and appropriateness, except that the Plan Sponsor and/or EMI Health may not restrict benefits for any Hospital stay in connection with childbirth for a mother or newborn child for less than 48 hours following a normal vaginal delivery, or for less than 96 hours following a cesarean section, and may not require that a Provider obtain authorization from EMI Health for prescribing a length of stay not in excess of the above periods. The mother or the newborn child's attending Provider, after consulting with the mother, may discharge the mother or her newborn earlier than 48 hours or 96 hours, as applicable.
- Surgical and anesthetic procedures including the following. Incidental Surgical Procedures or incidental scar excisions are excluded from coverage.
 - Multiple or bilateral surgical procedures.
 - Surgical procedures rendered during Inpatient hospitalization, as an outpatient, or in a physician's office.
 - Treatment of fractures or dislocations and orthopedic casting.
 - Operative and major diagnostic endoscopic procedures.
 - Therapeutic surgical injections and aspirations, biopsies, and destruction of lesions by chemical, mechanical, or electrical means.
 - Operative and curative procedures rendered by a podiatrist for the treatment of diseases of the feet.
 - Surgical and anesthetic benefits cover expenses incurred for medical treatment rendered on the date of any surgical procedure or during a reasonable convalescent period following any surgery.
 - Physiological conditions resulting from corrective procedures that are not directly related to a previous Reconstructive, Cosmetic, or Plastic Surgery; for example, anesthetic complications, myocardial infarction, venous thrombosis, or anaphylactic reaction.
 - Pump implantation, medication, and related services for Baclofen for the following diagnoses, when criteria are met:
 - Cerebral palsy
 - Brain and spinal cord injuries
 - Multiple sclerosis
 - Post stroke hypertonia
 - Post traumatic brain injury
 - Dystonia in children and generalized secondary dystonia
- Benefits for the primary surgeon performing a surgical procedure. Pre-operative and post-operative services within the global period of the surgical procedure are included in the allowable surgeon's fee.

-
- Benefits for an assistant surgeon, only when Medically Necessary and appropriate.
 - Benefits for a co-surgeon in the absence of an assistant surgeon, in cases where two surgeons are involved in the same procedure, and if both sets of operative notes indicate the use of co-surgeons.
 - Expenses for an anesthesiologist.
 - Preadmission testing.
 - Laboratory and X-ray charges.
 - Home Health/Skilled Nursing Care, including charges of a qualified licensed practitioner for approved skilled nursing services. Certain Injectables are covered only under the Prescription Card. See the “Prescription Drug Program” for details.
 - Hospice Care Services and Supplies, only when the attending Physician has diagnosed the Covered Person’s condition as being terminal, determined that the person is not expected to live more than six months, and placed the person under a Hospice Care Plan.
 - Rehabilitation therapy (limited to physical, speech, occupational, cardiac, and pulmonary) must be given to improve the physical capabilities of a Covered Person in an attempt to restore the individual to a previous level of good health. (Outpatient benefits limited to a maximum of 20 visits per unique Injury or Illness per person per year.)
 - Chiropractic adjustments of the vertebral column and its immediate articulations, up to a maximum of 20 visits per person per year, subject to EMI Health’s criteria.
 - Allergy testing.
 - Allergy serum.
 - Chemotherapeutic medications.
 - Hemophiliac medications.

Preventive Care Services

The Plan provides benefits for evidence based items or services that have in effect a rating of A or B in the current recommendations of the U.S. Preventive Services Task Force. These include, but are not limited to, the following:

- One Routine Physical Examination per person per year
- One Routine Gynecological Examination per person per year
- One family history examination per person per year
- One routine Pap smear per person per year

-
- One routine mammogram per person per year
 - One Routine Hearing Exam per person per year
 - One Routine Vision Exam per person per year
 - Routine well-baby care
 - Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (CDC). For current recommendations, refer to <http://www.cdc.gov/vaccines/schedules/index.html>. Immunizations, other than those described above, are not covered even if deemed Medically Necessary or administered at the advice of a PCP or any other Provider.

Transplant Benefits

The Plan will provide benefits for expenses incurred in connection with liver, bone marrow, heart, pancreas, cornea, lung, and kidney Transplants, including presurgery testing, medical expenses incurred by the donor and/or recipient directly as a result of the Transplant process, and the cost of transporting the donated organ, and prescribed medications to inhibit rejection of the Transplant (“Transplant Benefits”). Coverage for a living donor includes only the costs directly associated with the acquisition of the organ. Any ongoing care associated with complications or Secondary Medical Conditions for the donor is not covered. Transplants must be preauthorized and meet specific medical criteria in order for Transplant Benefits to apply. Covered services shall include only those services or supplies provided in connection with a heart, pancreas, cornea, lung, liver, kidney, or bone marrow Transplant that are within the scope of the Transplant Benefits, and shall expressly exclude all other services or supplies provided in connection with an organ Transplant. Non-covered Transplant services or supplies include but are not limited to, the following:

- Any intestine Transplant
- Any Transplant of a non-human organ or non-human bone marrow
- Any services or supplies in connection with the implantation of any artificial organ or device, regardless of whether implantation is a temporary measure while awaiting an available human organ

Medical Supplies and Equipment

The Plan provides benefits for the following:

- Medical Supplies including, but not limited to, ileostomy supplies, I.V. therapy, oxygen, and surgical dressings.
- Diabetes test strips, insulin syringes, and lancets.
- Durable Medical Equipment. Rental of Durable Medical Equipment (not to exceed purchase price) when Medically Necessary and appropriate for therapeutic use, unless the purchase of an item of Durable Medical Equipment will be less expensive than rental or if such equipment is not available for rental. In most cases, the Plan will make payment on the

standard model of Durable Medical Equipment. If additional items of comfort or convenience are desired, it will be the Covered Person's responsibility to pay for them. Repair or replacement of existing Durable Medical Equipment for reasons other than normal physical growth will be considered no more than once every five years.

- Prostheses. Expenses in connection with a Prosthesis will be covered no more than once every five years, except replacement will be covered if the replacement is Medically Necessary due to normal physical growth of the Covered Person.
- Orthotic devices of the feet.
- Growth hormones.
- Pacemakers. Expenses in connection with a pacemaker will be covered no more than once every five years.
- Deep brain stimulation for treatment of Parkinson's disease when the patient meets EMI Health's criteria.
- Ventricular Assist Devices (VADs), including Left, Right, and Biventricular Assist Devices, when the patient meets EMI Health's criteria.
- Cochlear implants when the patient meets EMI Health's criteria.
- Hearing aids, limited to \$2,500 per person per year.

Clinical Trials

The Plan covers routine costs related to a Qualified Individual's participation in an Approved Clinical Trial. Routine costs of a clinical trial include all items and services that are otherwise generally available to Covered Persons (i.e., there exists a benefit category; it is not statutorily excluded; and there is not a national non-coverage decision) that are provided in either the experimental or the control arms of a clinical trial. Requires Preauthorization.

Qualified Individual is someone who is eligible to participate in an "Approved Clinical Trial" and either the Covered Person's doctor has concluded that participation is appropriate or the Covered Person provides medical and scientific information establishing that participation is appropriate.

Approved Clinical Trial is defined as a Phase I, II, III, or IV clinical trial for the prevention, detection, or treatment of cancer or other life-threatening condition or disease (or other condition described in the Affordable Care Act, such as federal funded trials, conducted under an investigational new drug application reviewed by the FDA or drug trials exempt from having an investigational new drug application). A life-threatening condition is any disease from which the likelihood of death is probable unless the course of the disease is interrupted.

A Participating Provider must be used if there is a Participating Provider that is participating in an Approved Clinical Trial.

Non-covered services or supplies include, but are not limited to, the following:

-
- The investigational item or service, itself, unless otherwise covered outside of the clinical trial
 - 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 (e.g. monthly CT scans for a condition usually requiring only a single scan)
 - Items and services customarily provided by the research sponsors free of charge for any enrollee in the trial

Mental Health and Drug/Alcohol Treatment

Mental Health and Drug/Alcohol Treatment will be considered for payment only when provided by a person licensed to provide individual psychotherapy, including a psychiatrist, licensed clinical psychologist, licensed social worker, and/or advanced practice registered nurse. The Plan provides benefits for the following:

- Inpatient Mental Health and Drug/Alcohol Treatment. Requires Preauthorization.
- Residential treatment services, up to a maximum of 30 days per year. Requires Preauthorization.
- Outpatient Mental Health and Drug/Alcohol Treatment.
- Physician office visits.

Additional Benefits

The following benefits are available only if specific medical criteria are met. The portion a Covered Person pays for these benefits may not apply toward the Out-of-Pocket Maximum. The Plan provides benefits for the following:

- The following orthognathic procedures, including surgery, Hospital, and anesthesia:
 - Sagittal split osteotomies to advance the mandible
 - Maxillary Lefor I osteotomies
 - Intraoral subcondylar osteotomies to set the mandible back
 - Segmental osteotomies
 - All other orthognathic surgery
- Diagnosis and non-surgical treatment of temporomandibular joint dysfunction (TMJ).
- Enteral and total parenteral nutrition (TPN), for both Inpatient and outpatient treatment.
- Initial assessment and diagnosis of Primary Infertility.
- Reduction mammoplasty, when criteria are met.
- Diagnosis and treatment of Autism Spectrum Disorder. The Provider must submit a treatment plan to EMI Health within 14 days of starting treatment. EMI Health may request

a review of the treatment plan and evidence that progress is being made towards the treatment goals once every six months.

Women's Cancer Rights

The Plan provides medical and surgical benefits for mastectomies for the diagnosis of breast cancer and other Medically Necessary diagnoses required by the Women's Health and Cancer Rights Act of 1998, and will comply with all the requirements of the Act, including coverage for the following:

- Reconstruction of the breast on which the mastectomy was performed
- Surgery and Reconstruction of the other breast to produce a symmetrical appearance
- Prostheses and coverage for complications, including lymphedemas

Cost Reform Information

Medical cost reform is a high priority for the Plan Sponsor, who is eager to help Covered Persons become better-informed health care consumers which, in turn, will provide for more efficient use of the medical benefits under this Plan. The following information is presented in an effort to assist Covered Persons in making better-informed decisions.

- **Admission the Day of Surgery (Same-day Surgery)**
Many surgeries can be performed on the same day of admission to the Hospital. This means the necessary testing and preliminary operative workup should take place before admission on either an outpatient basis or on the day of surgery.
- **Home Health/Skilled Nursing Care and I.V. Therapy**
As part of the Plan Sponsor's commitment to medical cost reform, they will arrange for Home Health/Skilled Nursing Care and I.V. therapy if a Covered Person chooses to leave the Hospital earlier than the days allowed for his particular illness. Please contact EMI Health for more information on this program or to make arrangements for Home Health Care. Any reduction in the length of stay must have the full knowledge and consent of the physician.
- **Office Surgery**
Many procedures may be performed in a physician's office rather than a Hospital. The Covered Person should ask his physician if the proposed surgery is suitable to be performed as an office surgery.
- **Outpatient Procedures**
Due to advances in medical technology and patient care, it is now possible to have surgery and return home the same day. This type of surgery, known by various terms such as "one-day surgery," "ambulatory surgery," "same-day surgery," and "outpatient surgery," can be performed in a special facility at a Hospital or in a licensed independent Surgical Center.

There are many advantages to outpatient surgery. The first obvious advantage is in the area of cost. There is also the advantage of reduced emotional stress, especially with children. There is also less time spent away from home, thus avoiding needless interruptions in the Covered Person's routine and family activities.

- **Second Opinions**

There are instances when it may be advisable to obtain a second opinion for surgery. If the Covered Person has questions regarding a second opinion, He should contact the EMI Health's Customer Service Department for assistance. If the Plan requests a second opinion, the Maximum Allowable Charge will be paid in full by the Plan, in accordance with this Plan Document.

- **Abuse of Benefits**

If the Plan determines that a Covered Person is attempting to abuse the benefits (which may include, but is not limited to, jumping from Provider to Provider, excessive emergency room visits, or seeking medications from multiple sources), the Plan has the right to place the Covered Person on a "Medical Compliance Plan." The Covered Person will be required to receive care from specific Providers that are named in the Medical Compliance Plan in order to receive benefits under the Plan. If a Covered Person on a Medical Compliance Plan chooses to receive care from Providers that are not in the Medical Compliance Plan, benefits will be denied.

- **Hospital Bill Audits**

The purpose of the Hospital bill audit is to protect the Covered Person and the Plan from billing errors and unnecessary services. Through these Hospital bill audits, the Plan can help assure that the level of care and the services received are compatible with the amount billed.

Hospital Confinements in which the Hospital charges are over the threshold amount will be evaluated to determine if an audit is necessary. In addition, Hospital bills of less than the threshold amount will be prescreened for billing irregularities and audited when appropriate.

- **Billing Accuracy**

In most cases, the Covered Person knows better than anyone the medical care that He has received. By reviewing Provider billings for accuracy, the Covered Person can make certain that there are no duplicate or incorrect charges. The Covered Person should report any possible discrepancies to EMI Health's Customer Service Department.

- **Claims Edit System**

The American Medical Association publishes standards for the coding of medical procedures. Healthcare Providers are expected to bill for services based on these guidelines, but errors occasionally occur. EMI Health uses a claims edit system that is programmed to help identify inappropriate billing codes or coding combinations. Any charges that are denied as a result of this claims edit system are identified as such on the Covered Person's Explanation of Benefits. These amounts represent Provider adjustments and are not the patient's responsibility. Covered Persons should contact EMI Health if they believe that they are being billed for claims edit system denials.

PRESCRIPTION DRUG PROGRAM

The prescription drug program is separate from the medical plans outlined in this document. Coinsurance and Copayments for prescriptions may not apply toward the medical plan Deductible or Out-of-Pocket Maximum.

Copayment and Coinsurance

Copayments and Coinsurances are listed in the Outline of Coverage. The Participating Pharmacy line indicates the amount the Covered Persons must pay if they purchase prescriptions at a participating pharmacy. The Non-participating Pharmacy entry indicates the amount Insureds must pay if they purchase prescriptions at a non-participating pharmacy.

Covered Drugs

This program provides benefits for medications that require a prescription under state or federal law unless listed under the “Prescription Drug and Home Delivery Pharmacy Service Exclusions” section.

Covered Persons receive up to a 30-day supply per Copayment. A maximum of two vials of insulin per Copayment is allowed. When necessary, additional vials may be purchased during the month by paying an additional Copayment.

This prescription drug program covers insulin syringes only if purchased at a participating pharmacy (see the Participating Pharmacy list). Lancets, insulin syringes, and test strips are covered under the Medical Supplies and Equipment benefit.

Medications will be reviewed by the Plan for coverage within 90 days of notification to the Plan of FDA approval. Medications will be placed on the Pharmacy Benefit Manager’s formulary tier after review. These reviews are not retro-active to the FDA approval date. Medications will not be approved for experimental uses or non-FDA approved indications.

This program reviews prescribing, dispensing, and consumption patterns for potential abuse. The program may also involve the review of claims for drug interactions, drug conflicts, duplicate therapies, overutilization, and/or clinically appropriate maximum daily dose limits.

The Plan may limit the availability and filling of any prescription drug that is susceptible to abuse. The Plan may require a Covered Person to

- Obtain prescription in limited dosages and supplies
- Obtain prescriptions only from a specified Provider
- Fill prescriptions at a specified pharmacy
- Participate in a specified treatment for any underlying medical problem, such as but not limited to, a pain management program
- Complete a drug treatment program

-
- Adhere to any other specified limitation or program designed to reduce or eliminate drug abuse or dependence

If a Covered Person seeks to obtain drugs in amounts in excess of what is Medically Necessary, such as making repeated emergency room or urgent care visits to obtain drugs, the Plan may deny coverage of any medication susceptible to abuse.

Specialty Pharmacy

Specialty medications are typically bio-engineered and have specific shipping and handling requirements or are required to be dispensed by a specific facility. EMI Health has partnered with Accredo to assist in dispensing most specialty drugs.

Receiving the specialty drug from Accredo will help assure that the Covered Person will pay the lowest cost. EMI Health requires that specialty medications be obtained from Accredo. Specialty medications may not be obtained through a regular retail pharmacy.

Option 1 – The Covered Person contacts Accredo

Step 1: If required, once the Preauthorization is approved, the Covered Person will call Accredo at 1-800-803-2523 between 6:00 a.m. and 6:00 p.m., Mountain Time, Monday through Friday.

Step 2: Accredo will contact the Covered Person's Physician and make appropriate arrangements.

Step 3: Accredo will contact the Covered Person to arrange delivery.

Option 2 – The Physician calls Accredo

Step 1: The Covered Person will provide the Physician with his or her member ID number (located on the prescription drug ID card) and ask the Physician to contact Accredo at 800-803-2523.

Step 2: Accredo will contact the Covered Person or the Covered Person's Physician to arrange delivery.

Mandatory Generic

If the Covered Person chooses to have a pharmacy fill a prescription with a brand-name medication rather than the generic medication that is available, the Covered Person will pay the difference in cost between the generic and the brand-name medication. This applies even when the Provider has indicated the brand-name drug is Medically Necessary.

Generic medications are products that contain the same active ingredient as their brand-name counterparts, in the same dosage form and strength. Although generic medications can differ in size, shape and/or color, the generic medication offers the same effectiveness as the brand-name medication.

Step Therapy

Certain Prescription Drugs are subject to Step Therapy review. Step Therapy is the practice of beginning drug therapy for a medical condition with the most cost-effective and safest drug, and stepping up through a sequence of alternative drug therapies as a preceding treatment option fails. If Step Therapy criteria are not met Preauthorization will be required. For additional information, the Covered Person should contact the prescription drug program customer service telephone number printed on the back of the EMI Health ID card.

How to Use the Prescription Card

1. Use participating pharmacies. A list of participating pharmacies may be obtained by calling the telephone number printed on the back of the EMI Health ID card.
2. Present the EMI Health ID card whenever purchasing eligible prescription drugs.
3. Pay the applicable Copayment at the time of purchase. (Some maintenance drugs may be available through the mail-order program. See “Home Delivery Pharmacy Service Program” section.)
4. If the Covered Person has a prescription filled at a non-participating pharmacy, He will pay the pharmacy’s full regular price.
5. Some prescriptions may require a Preauthorization for purchase through this program. For additional information, the Covered Person should contact the prescription drug program customer service telephone number printed on the back of the EMI Health ID card.
6. Eligible self-administered Injectables are covered under the prescription drug program. Some may be subject to days-supply limits and/or Preauthorization. For additional information, the Covered Person should contact the prescription drug program customer service telephone number printed on the back of the EMI Health ID card.

Note: The prescription card will include only the name of the primary Participant. Dependents eligible for coverage are recorded on a computerized program provided to the pharmacist. Participants that have primary prescription drug coverage with another carrier in addition to this Plan may submit Coordination of Benefits claims for secondary processing. This can be done either by mail using the Express Scripts Coordination of Benefits form located at www.emihealth.com, or electronically by having the pharmacy submit a point-of-sale Coordination of Benefits claim to Express Scripts.

Prescription Claims Review

If EMI Health denies payment of a prescription claim which a Covered Person believes is properly compensable under the applicable terms of the Plan, He shall follow the steps outlined in the “Claims Review Process” section.

HOME DELIVERY PHARMACY SERVICE PROGRAM

Covered Persons may be able to save money by purchasing their maintenance prescriptions through the home delivery pharmacy service (mail order) program.

The home delivery pharmacy service program is separate from the medical plans outlined in this document. Coinsurance and Copayments for prescriptions may not apply toward the medical plan Deductible or Out-of-Pocket Maximum.

A maximum of six vials of insulin per mail order Copayment is allowed. When necessary, additional vials may be purchased during a 90-day period by paying an additional Copayment.

How to Use the Home Delivery Pharmacy Service Program

1. *New prescriptions:* Ask the physician for a sample medication. If medication is required immediately, but will be taken on an on-going basis, ask the doctor to write two prescriptions: the first, up to a 30-day supply, to be filled at a retail pharmacy; the second, up to a 90-day supply, to be filled through the home delivery pharmacy service program. Send the second prescription along with the order form and the appropriate Copayment to the participating home delivery pharmacy service Provider.
2. *Prescriptions currently being taken:* Obtain a new, written prescription, for up to a 90-day supply (plus refills if applicable), from the physician. (In most cases, one can be obtained by calling the physician's office.) Send the new prescription along with the order form and the appropriate Copayment to the home delivery pharmacy service Provider.
3. **Important:** Sign the order, indicating that the prescribed drugs are for the Covered Person or covered family members. Unsigned orders will be returned unfilled.
4. The participating home delivery pharmacy service will process the order and return it via U.S. Mail or UPS, along with instructions for future refills. Allow up to 14 days for delivery from the time the Covered Person mails the prescription.
5. *Refills:* With the original prescription medication, the Covered Person will receive a notice showing the number of times it may be refilled. Simply mail this refill notice with the Copayment for each prescription in the order envelope provided. Refills should be ordered at least two weeks before they are needed.
6. Some prescriptions may require a Preauthorization for purchase through the home delivery pharmacy service. For additional information, the Covered Person should contact the prescription drug program customer service telephone number printed on the back of the EMI Health ID card.
7. Eligible self-administered Injectables are covered under the home delivery pharmacy service program. Some may be subject to days-supply limits and/or Preauthorization. For additional information, the Covered Person should contact the prescription drug program customer service telephone number printed on the back of the EMI Health ID card.

Note: The prescription card will include only the name of the primary Participant. Dependents eligible for coverage are recorded on a computerized program provided to the pharmacist. Participants that have primary prescription drug coverage with another carrier in addition to this Plan may submit Coordination of Benefits claims for secondary processing. This can be done either by mail using the Express Scripts Coordination of Benefits form located at

www.emihealth.com or electronically by having the pharmacy submit a point-of-sale Coordination of Benefits claim to Express Scripts.

PRESCRIPTION DRUG AND HOME DELIVERY PHARMACY SERVICE EXCLUSIONS

Pharmacy Items Excluded

The following items are excluded under the prescription drug and home delivery pharmacy service (mail order) programs, regardless of medical necessity or prescription by a licensed prescriber:

1. Medication received by a Covered Person before coverage under the Plan is effective or after coverage under the Plan ends.
2. Medication that is not Medically Necessary and appropriate.
3. Fertility medication (Primary or Secondary Infertility).
4. Anorexiant.
5. Chemotherapeutic medications, administered by IV or injections.
6. Medication which is to be taken by, or administered to, an individual, in whole or in part, while He is a patient in a licensed Hospital, rest home, sanitarium, Extended Care Facility, skilled nursing facility, convalescent Hospital, nursing home, or similar institution which operates on its premises, or allows to be operated on its premises, a facility for dispensing pharmaceuticals.
7. Any prescription refilled in excess of the number of refills specified by the physician, or any refill dispensed after one year from the physician's original order.
8. Any drug exceeding the number of day's supply or doses eligible in the policy.
9. Charges for the administration of any drug. This exclusion does not apply to covered immunizations administered in a participating pharmacy.
10. Any drugs used for weight loss, and related services, or complications thereof.
11. Progesterone suppositories and related services or complications thereof.
12. Any drug that does not require a prescription except insulin and evidence-based items or services that have in effect a rating of A or B in the current recommendations of the U.S. Preventive Services Task Force. (For guidelines refer to http://bit.ly/USPSTF_AB.)
13. Any over-the-counter drugs even if prescribed by a physician except for evidence-based items or services that have in effect a rating of A or B in the current recommendations of the U.S. Preventive Services Task Force. (For guidelines refer to http://bit.ly/USPSTF_AB.) This exclusion includes but is not limited to, supplements and nutritional substitutes, enteral feedings, amino acids, electrolyte supplements, herbs, and related services.
14. Any drug purchased for Cosmetic purposes, or complications thereof.

-
15. Any item specifically limited or excluded in the medical exclusions. (See “Medical Plan Exclusions” section.)
 16. Any drug for erectile dysfunction.
 17. Any drug when it has been determined by the clinical consultants of EMI Health that there is over-utilization of drugs or evidence of drug abuse.
 18. Medication amounts in excess of maximum quantity and/or dosage levels indicated by the drug manufacturer and the FDA. Experimental medications, medications for non-approved FDA indications, or non-approved indications as determined by the Plan.
 19. Expenses for services in connection with Bioidentical Hormone therapy.
 20. Preventive medications including equipment and application of medications, including but not limited to, fluoride, vitamins, minerals, and homeopathic medicine. This exclusion does not include prenatal vitamins prescribed by a physician during pregnancy or those that have in effect a rating of A or B in the current recommendations of the U.S. Preventive Services Task Force. (For guidelines refer to http://bit.ly/USPSTF_AB.)
 21. Non-self-administered Injectables.
 22. Any drug when it has been determined that the authorization criteria of the Plan have not been satisfied.

With respect to any Injury which is otherwise covered by the Plan, the Plan will not deny benefits otherwise provided for treatment of the Injury if the Injury results from being the victim of an act of domestic violence or a medical condition.

MEDICAL PLAN EXCLUSIONS

Notwithstanding anything else in the Plan to the contrary, the items listed below are not covered by the Plan.

The Plan does not pay for the following:

1. Services received by a Covered Person before coverage under the Plan became effective or after coverage under the Plan has terminated.
2. Services not specified as covered. There is no presumption of coverage.
3. Care, supplies, treatment, and/or services that are not payable under the Plan due to application of any Plan maximum or limit or because the billed charges are in excess of the Maximum Allowable Charge, or are for services not deemed to be reasonable or Medically Necessary and appropriate, based upon the Plan Administrator's determination as set forth by and within the terms of this document.
4. Any Copayments or Deductibles incurred under this policy, except as they are applied to the Out-of-Pocket Maximum where applicable.
5. Illness or injury caused by the negligent or wrongful act of another, or for which the Covered Person is covered by any workers' compensation or similar law; except that the Plan may advance benefits to or on behalf of the Covered Person in such situations, subject to the Plan's right of Subrogation and reimbursement set forth herein.
6. Illness or injury that a Covered Person incurred either (1) while in the service of a Plan Sponsor that was obligated by law to provide workers' compensation insurance that would have covered such Illness or injury, or, (2) while in the service of a Plan Sponsor that had elected to exclude workers' compensation coverage for such Covered Person, except that the Plan may elect to advance benefits to or on behalf of the Covered Person in either situation, subject to the Plan's right to Subrogation and reimbursement set forth herein.
7. Illness or injury for which the Covered Person is covered by other responsible insurance including, but not limited to, coverage under a government sponsored health plan, underinsured motorist coverage, or uninsured motorist coverage, except as otherwise provided herein.
8. Care, supplies, treatment, and/or services for Injuries resulting from negligence, misfeasance, malfeasance, nonfeasance or malpractice on the part of any licensed Physician.
9. Care, supplies, treatment, and/or services that are expenses to the extent paid, or which the Participant is entitled to have paid or obtain without cost, in accordance with the laws or regulations of any government.

-
10. Care, supplies, treatment and/or services of an Injury or Illness not payable by virtue of the Plan's Subrogation, reimbursement, and/or third-party responsibility provisions.
 11. Except as otherwise provided by law, charges for Hospital Confinement, services, supplies, or treatment the Covered Person is not legally required to pay.
 12. Charges for Hospital Confinement, services, supplies, or treatment received while the Covered Person is incarcerated in a correctional facility.
 13. Coverage for Illness or injury as a result of war or any act of war, whether declared or undeclared, or caused while performing service in the armed forces of any country.
 14. Charges for procedures, supplies, equipment, and services which are not Medically Necessary and appropriate.
 15. Care, supplies, treatment and/or services that do not restore health, unless specifically mentioned otherwise.
 16. Care, treatment, or services provided when there are no symptoms of Illness or injury, or when there is or has been no diagnosis of Illness or injury.
 17. Care, treatment, or surgical procedures incurred primarily for convenience, contentment, or other non-therapeutic purposes.
 18. Expenses in connection with immunizations other than those that have in effect a recommendation from the Advisory Committee on Immunizations Practices of the Center for Disease Controls and Prevention (CDC).
 19. Expenses for personal hygiene, convenience, wellness, or preventive care including, but not limited to, buildings, motor vehicles, air conditioners, whirlpool baths, exercise equipment, or other multi-purpose equipment or facilities, related appurtenances, controls, accessories, or modifications thereof.
 20. Convenience items in or out of the Hospital such as guest trays, cots, telephone calls, and other services.
 21. Expenses for preparing medical reports, itemized bills, or claim forms.
 22. Expenses for shipping, handling, postage, sales tax, interest, finance charges, and other administrative charges.
 23. Transportation expenses including, but not limited to, mileage reimbursement, airfare, meals, accommodations, and car rental.
 24. Ancillary charges made by a medical institution, Hospital, clinic, hospice, nursing home, or similar facility to hold or reserve a room during any temporary leave of absence of the Covered Person, or in anticipation of a Hospital stay.

-
25. Additional reimbursement based upon the technique, approach, or instrument used in treatment. Payment is based on the standard base-level method of treatment only.
 26. Any care, treatment, or expenses for Cosmetic procedures or complications thereof, including Reconstructive or corrective procedures done primarily for Cosmetic purposes. A care, treatment, or procedure is considered Cosmetic when it is primarily intended to improve appearance or correct a deformity without restoring physical bodily function. Psychological factors such as, but not limited to, poor self-image or difficult peer or social relations are not relevant and do not justify a Cosmetic procedure as being Medically Necessary and appropriate. The reversal of a non-covered Cosmetic procedure is not covered. This exclusion does not apply to Reconstructive Surgery performed or treatment required under the Women's Health and Cancer Rights Act of 1998.
 27. Care, treatment, services, or surgical procedures rendered for abdominoplasties, diastasis recti abdominous, protruding ears, breast enlargement, or gynecomastia, or for complications thereof.
 28. Care, treatment, services, or surgical procedures rendered for reduction mammoplasty, unless the patient meets the Plan's criteria.
 29. Care, treatment, services, or surgical procedures rendered for blepharoplasty, unless the patient meets EMI Health's criteria.
 30. Health services and associated expenses for the surgical treatment and non-surgical medical treatment of obesity (whether morbid obesity or not) including, but not limited to, weight loss programs, except for evidence based items or services that have in effect a rating of A or B in the current recommendations of the U.S. Preventive Services Task Force. (For guidelines refer to http://bit.ly/USPSTF_AB.)
 31. Expenses in connection with any Bariatric surgery including, but not limited to gastric banding, gastric stapling, or digestive bypass, or for complications thereof.
 32. Educational or behavioral modification services or counseling including, but not limited to, biofeedback, weight control clinics, stop-smoking clinics, cholesterol counseling, exercise programs, or other types of physical fitness training, except for evidence based items or services that have in effect a rating of A or B in the current recommendations of the U.S. Preventive Services Task Force. (For guidelines refer to http://bit.ly/USPSTF_AB.)
 33. Confinement, education, or training in a nursing home, rest home, or similar establishment, including an institution that is primarily a school or other institution for training, except an Extended Care Facility as provided in this Plan.
 34. Expenses in connection with Custodial Care.
 35. Charges in connection with institutional care, including residential treatment or programs, which as determined by the Plan, is for the primary purpose of controlling or changing the environment for the individual.

-
36. Charges for cognitive therapy.
 37. Care or treatment of learning disorders, intellectual disabilities, or chronic organic brain syndrome, except services required to diagnose any of the above.
 38. Treatment or services for marriage counseling and any counseling or psychotherapy for relief of family or marital discord, divorce, preparation for marriage, encounter groups, parental counseling, treatment for situational disturbances such as financial or environmental problems, or other types of everyday stresses and strains.
 39. Expenses for treatment of personality disorders, behavior disorders, or chronic situational reactions; occupational, religious, or other social maladjustment; or non-specific conditions such as acts of impulse including, but not limited to, gambling, pyromania, and kleptomania.
 40. Care, treatment, procedures, or services for psychosexual dysfunction. This exclusion does not apply to the initial assessment and diagnosis of the condition.
 41. Care, supplies, treatment, and/or services for any Injury or Illness which is incurred while voluntarily taking part, or attempting to take part, in an Act of Aggression or an illegal activity, including but not limited to misdemeanors and felonies. It is not necessary that an arrest occur, criminal charges be filed, or if filed, that a conviction result. Proof beyond a reasonable doubt is not required to be deemed an illegal act. This exclusion does not apply (a) if the Injury resulted from being the victim of an act of domestic violence, or (b) resulted from a medical condition (including both physical and mental health conditions).
 42. Infertility services including, but not limited to, the following. This exclusion does not apply to the initial assessment and diagnosis of the condition.
 - Artificial insemination, sperm washing, sperm banking, and/or storage.
 - Donor costs.
 - Experimental or Investigative treatment.
 - Gamete intrafallopian transfer (“GIFT”).
 - Hamster egg penetration tests.
 - In-vitro fertilization (IVF).
 - Medications for Infertility and ultrasounds associated with Infertility medications therapy.
 - Non-participating Provider or facility services for Infertility.
 - Zygote intrafallopian transfer (“ZIFT”).
 - Surrogate mothers.
 - Secondary Infertility.
 - Expenses in connection with retrieval or collection of semen and/or ovum.
 43. The reversal of a surgically performed sterilization, subsequent sterilization, or ovulation-inducing drugs or injections.
 44. Expenses in connection with abortion, except as follows:

-
- Where documented by medical evidence that the life of the mother would be endangered if the fetus were carried to term.
 - Where the pregnancy is the result of incest or rape.
45. Care, treatment, or surgical procedures for erectile dysfunction.
 46. Care, treatment, or devices to aid in female sexual arousal disorder including, but not limited to, Eros Clitoral Therapy Device.
 47. Expenses in connection with a penile prosthesis.
 48. All organ Transplant services when rendered by Non-participating Providers.
 49. Services for cross matching and/or harvesting organs from live or deceased donors for all non-covered Transplant/Implant services and whenever the organ recipient is not a Covered Person.
 50. Repair or replacement of any otherwise covered Implant when rendered by non-participating Providers.
 51. Expenses for and in connection with artificial hearts.
 52. Duplication, upgrade, improvement, or alteration of existing Durable Medical Equipment. This includes parts, such as but not limited to, batteries. Replacement of existing Durable Medical Equipment will be covered if the replacement is Medically Necessary due to normal physical growth of the Covered Person. Repair or replacement of existing Durable Medical Equipment for reasons other than normal physical growth will be considered no more than once every five years. Expenses related to modifications and/or improvements to home, van, or other vehicle, regardless of Medical Necessity are excluded. This exclusion does not apply to medical supplies for use with insulin pumps and/or insulin infusion pumps.
 53. Charges for Durable Medical Equipment, medical supplies, medication, or lab tests that are purchased via the internet from Non-participating Providers or vendors, or for which a prescription or physician order is not required.
 54. Eyeglasses, contact lenses, or the fitting of eyeglasses or contact lenses, with the exception of one lens per operated eye following eye surgery; for example, an external contact lens or surgically implanted intraocular lens. This exclusion does not apply to contact lenses for Keratoconus diagnosis.
 55. Radial keratotomy or lamellar keratectomy, or other eye surgery performed primarily to correct refractive errors.
 56. Orthoptic training or vision therapy.
 57. Dental, mouth, and jaw services including, but not limited to, all care, treatment, therapy, surgery, or diagnostic procedures for the following, unless otherwise indicated in the Outline of Coverage:

-
- Appliances, bite guards, space maintainers, splints
 - Bone resection, bone screws, Implants
 - Crowns or caps, dentures, permanent bridgework
 - Endodontics, nerves within the teeth
 - Full mouth rehabilitation therapy
 - Injection of joints
 - Maxillary and or mandibular osteotomy
 - Orthodontic treatment
 - Orthognathic procedures, upper/lower jaw augmentation or reduction procedures, including problems due to development or altering of vertical dimensions
 - Periodontics, gums alveolar processes
 - Prosthodontic treatment
 - Restorations, including restoration of occlusion
 - Teeth, including nursing bottle syndrome, caries, etc.
 - X-rays
 - Temporomandibular joint disorders (TMJ)
 - Removal of impacted teeth
58. Dental anesthesia. This exclusion does not apply to covered oral surgery, or when treatment is for a Covered Person who is four years old or younger or who has a medical condition that makes dental anesthesia Medically Necessary.
59. Services, supplies, or accommodations provided in connection with the following:
- Routine cutting, removal, or other treatment of corns, calluses, or toenails unless deemed Medically Necessary and appropriate due to infection or a metabolic disease such as diabetes mellitus or a peripheral vascular disease such as arteriosclerosis.
 - Orthopedic shoes that are not attached to a brace.
60. Expenses for whole blood, or blood derivatives.
61. Care, treatment, or services involving acupuncture, acupressure, dry needling, or hypnosis, or other forms of Complementary and Alternative Medicine. This exclusion does not include otherwise covered chiropractic care as described in the *Covered Medical Benefits* section.
62. Complementary and Alternative Medicine, including but not limited to acupuncture, acupressure, dry needling, hippotherapy (also known as equine-assisted therapy), or hypnosis. This exclusion does not include otherwise covered chiropractic care as described in the Covered Medical Benefits section.
63. Care, treatment, supplies, appliance, aids, devices, or drugs that are 1) not approved by the FDA for the particular medical indication, or 2) are still under investigation, and current peer-reviewed studies or national professional guidelines do not indicate superiority or significant improvement over current, accepted standards of care.

-
64. Care, treatment, or services including, but not limited to, testing associated with autogenous urine immunization, sublingual provocation, leukocytotoxicity, and subcutaneous provocation and neutralizing.
 65. Expenses in connection with herbal, holistic, or homeopathic treatment, or for complications thereof.
 66. Expenses for services in connection with Bioidentical Hormone therapy.
 67. Food supplements including vitamins, minerals, and herbs, plus enteral nutrition products, formulas, pasteurized human milk, and medical food that are administered orally and any related supplies.
 68. Genetic, molecular, or gene-based testing except for tests on the Plan's approved list and when the member meets the specific criteria. Genetic counseling unless required by the Affordable Care Act.
 69. Expenses for gene therapy, adoptive immunotherapy, and cellular therapy, except for therapy on the Plan's approved list and when the member meets specific criteria.
 70. Expenses related to a sleep laboratory or facility, except services related to sleep apnea, unless otherwise indicated. This includes, but is not limited to, insomnia.
 71. Expenses for any of the following:
 - Ambulance services when the individual could be safely transported by means other than ambulance
 - Air ambulance services when the Covered Person could be safely transported by ground ambulance or by means other than ambulance. The Plan retains authority to limit benefit availability to Providers of inter-facility air transport if and when a Provider fails to comply with the terms of the Plan or billed charges exceed the Maximum Allowable Charge in accordance with the terms of the Plan.
 - Ambulance services beyond transportation to the nearest facility expected to have appropriate services for the treatment of the injury or illness involved.
 - Ambulance services for conditions, other than injuries received in an Accident, not deemed Life-threatening.
 72. Special duty nursing services, including the following:
 - That ordinarily would be provided by the Hospital staff or its Intensive Care unit. (The Hospital benefit pays for general nursing service by Hospital staff.)
 - Requested by, or for the convenience of, the Covered Person or the Covered Person's family or consisting primarily of bathing, feeding, exercising, housekeeping, moving the Covered Person, giving medication, or acting as a companion or sitter, or when otherwise deemed not to be Medically Necessary and appropriate.
 - Rendered by a private duty nurse, unless billed by the Home Health agency.
 - Home Health aides or services.

-
73. Charges for physician calls in excess of one per physician per day, or for a mid-level provider and the supervising Physician in the same day.
74. Expenses for appointments scheduled but not kept.
75. Expenses for the following services delivered remotely via telephone, email, or other telecommunication technologies:
- Asynchronous telecommunication
 - Services delivered via systems that are not HIPAA compliant
 - Communication for which the lone purpose is to obtain a referral to specialty care services
 - Triage to assess the appropriate place of service or appropriate healthcare provider
 - Incidental services, such as reporting of test results, administrative matters, requests for medication refills, or ordering diagnostic studies
 - Telemedicine that occurs the same day as a face-to-face visit with the same Provider for the same patient
 - More than one telemedicine visit a day with the same Provider for the same patient
 - New patient visits
 - Services offered through vendor-contracted or kiosk-delivery systems other than EMI TeleMed
76. Care, treatment, or services rendered by any Provider who ordinarily resides in the same household (e.g. Spouse, parent).
77. Services performed by a Provider type that is not covered by the Plan including, but not limited to, the following:
- Acupuncturist
 - Doctor of education
 - Home Health aide
 - Nurse's aide
 - Hygienist
 - Hypnotist
 - Medical assistant
 - Massage therapist
 - Naturopath
 - Vocational nurse
 - Personal fitness trainer/coach
 - Non-physician technician
 - Birthing centers
 - Non-accredited facilities
78. All self-administered Injectables. (Refer to "Prescription Drug Program.") This exclusion does not apply to the following:

-
- Neupogen (Filgrastim)
 - Epogen, Procrit (Epoetin Alfa)
 - Lupron, Lupron Depot, Lupron Depot-3 month, Lupron Depot-4 month, Lupron Depot-Ped, Lupron Depot-Gyn, Oaklide (Leuprolide Acetate)
 - Neulasta (Pegfilgrastim)
 - Neumagea (Oprelvekin)
 - Leukine, Prokine (Saragramostim)
79. Elective or non-emergent care, supplies, or services received outside of the United States or from a non U.S. Provider.
80. All medications that are excluded under the “Prescription Drug Program” are also excluded under Medical. This exclusion does not apply to the following (under Medical plan):
- Chemotherapeutic medications.
 - Otherwise covered medication which is to be taken by, or administered to, an individual, in whole or in part, while He is a patient in a licensed Hospital, rest home, sanitarium, Extended Care Facility, skilled nursing facility, convalescent Hospital, nursing home, or similar institution which operates on its premises, or allows to be operated on its premises, a facility for dispensing pharmaceuticals.
 - Any otherwise covered drug provided under another provision of the policy; e.g. Inpatient Hospital use.
 - Medically Necessary and appropriate enteral feeding when administered via nasogastric, gastrotomy, or jejunostomy tube.
81. All services, equipment, and supplies provided or ordered to treat complications or Secondary Medical Conditions of a non-covered Illness, injury, condition, situation, procedure, or treatment.

With respect to any Injury which is otherwise covered by the Plan, the Plan will not deny benefits otherwise provided for treatment of the Injury if the Injury results from being the victim of an act of domestic violence or a medical condition.

CONTINUATION OF COVERAGE

COBRA Continuation of Coverage Requirements

Under the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), a Covered Person who could otherwise lose coverage as a result of a “qualifying event” is entitled to elect to purchase medical continuation under the Plan. The coverage will be identical to the coverage provided to Covered Persons to whom a qualifying event has not occurred.

- Qualifying Event. A “qualifying event” is any of the following:
 - For an Employee, termination of employment (other than for gross misconduct) or reduction of hours worked so as to render the Employee ineligible for coverage;
 - For a Spouse and eligible Dependents, death of the Employee;
 - For a Spouse, divorce or legal separation;
 - For a Spouse and eligible Dependents, loss of coverage due to the Employee becoming eligible for Medicare;
 - For a Dependent child, ceasing to qualify as a Dependent under the Plan;
 - For retirees and their Dependents, employer bankruptcy under Chapter 11.

See COBRA Administrator for further details.

COORDINATION OF BENEFITS WITH OTHER GROUP PLANS

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

The order of benefit determination rules govern the order in which each plan will pay a claim for benefits. The plan that pays first is called the primary plan. The primary plan must pay benefits in accord with its policy terms without regard to the possibility that another plan may cover some expenses. The plan that pays after the primary plan is the secondary plan. The secondary plan may reduce the benefits it pays so that payments from all plans equal 100 percent of the total allowable expense.

Definitions

(a) A “plan” is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.

(1) Plan includes: group, blanket, or franchise accident and health insurance policies, excluding disability income protection coverage; individual and group health maintenance organization evidences of coverage; individual accident and health insurance policies; individual and group preferred provider benefit plans and exclusive provider benefit plans; group insurance contracts, individual insurance contracts and subscriber contracts that pay or reimburse for the cost of dental care; medical care components of individual and group long-term care contracts; limited benefit coverage that is not issued to supplement individual or group in force policies; uninsured arrangements of group or group-type coverage; the medical benefits coverage in automobile insurance contracts; and Medicare or other governmental benefits, as permitted by law.

(2) Plan does not include: disability income protection coverage; the Texas Health Insurance Pool; workers’ compensation insurance coverage; hospital confinement indemnity coverage or other fixed indemnity coverage; specified disease coverage; supplemental benefit coverage; accident only coverage; specified accident coverage; school accident-type coverages that cover students for accidents only, including athletic injuries, either on a “24-hour” or a “to and from school” basis; benefits provided in long-term care insurance contracts for non-medical services, for example, personal care, adult day care, homemaker services, assistance with activities of daily living, respite care, and custodial care or for contracts that pay a fixed daily benefit without regard to expenses incurred or the receipt of services; Medicare supplement policies; a state plan under Medicaid; a governmental plan that, by law, provides benefits that are in excess of those of any private insurance plan; or other nongovernmental plan; or an individual accident and health insurance policy that is designed to fully integrate with other policies through a variable deductible.

Each contract for coverage under (a)(1) or (a)(2) is a separate plan. If a plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate plan.

(b) “This plan” means, in a COB provision, the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of

other plans. Any other part of the contract providing health care benefits is separate from this plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with like benefits, and may apply other separate COB provisions to coordinate other benefits.

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 equal 100 percent of the total allowable expense.

(c) "Allowable expense" is a health care expense, including deductibles, coinsurance, and copayments, that is covered at least in part by any plan covering the person. When a plan provides benefits in the form of services, the reasonable cash value of each service will be considered an allowable expense and a benefit paid. An expense that is not covered by any plan covering the person is not an allowable expense. In addition, any expense that a health care provider or physician by law or in accord with a contractual agreement is prohibited from charging a covered person is not an allowable expense.

The following are examples of expenses that are not allowable expenses:

- (1) The difference between the cost of a semi-private hospital room and a private hospital room is not an allowable expense, unless one of the plans provides coverage for private hospital room expenses.
- (2) If a person is covered by two or more plans that do not have negotiated fees and compute their benefit payments based on the usual and customary fees, allowed amounts, or relative value schedule reimbursement methodology, or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an allowable expense.
- (3) If a person is covered by two or more plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an allowable expense.
- (4) If a person is covered by one plan that does not have negotiated fees and that calculates its benefits or services based on usual and customary fees, allowed amounts, relative value schedule reimbursement methodology, or other similar reimbursement methodology, and another plan that provides its benefits or services based on negotiated fees, the primary plan's payment arrangement must be the allowable expense for all plans. However, if the health care provider or physician has contracted with the secondary plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the primary plan's payment arrangement and if the health care provider's or physician's contract permits, the negotiated fee or payment must be the allowable expense used by the secondary plan to determine its benefits.
- (5) The amount of any benefit reduction by the primary plan because a covered person has failed to comply with the plan provisions is not an allowable expense. Examples of these

types of plan provisions include second surgical opinions, prior authorization of admissions, and preferred health care provider and physician arrangements.

(d) “Allowed amount” is the amount of a billed charge that a carrier determines to be covered for services provided by a nonpreferred health care provider or physician. The allowed amount includes both the carrier’s payment and any applicable deductible, copayment, or coinsurance amounts for which the insured is responsible.

(e) “Closed panel plan” is a plan that provides health care benefits to covered persons primarily in the form of services through a panel of health care providers and physicians that have contracted with or are employed by the plan, and that excludes coverage for services provided by other health care providers and physicians, except in cases of emergency or referral by a panel member.

(f) “Custodial parent” is the parent with the right to designate the primary residence of a child by a court order under the Texas Family Code or other applicable law, or in the absence of a court order, is the parent with whom the child resides more than one-half of the calendar year, excluding any temporary visitation.

Order of Benefit Determination Rules

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

(a) The primary plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other plan.

(b) Except as provided in (c), a plan that does not contain a COB provision that is consistent with this policy is always primary unless the provisions of both plans state that the complying plan is primary.

(c) Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage must be excess to any other parts of the plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and surgical benefits, and insurance type coverages that are written in connection with a closed panel plan to provide out-of-network benefits.

(d) A plan may consider the benefits paid or provided by another plan in calculating payment of its benefits only when it is secondary to that other plan.

(e) If the primary plan is a closed panel plan and the secondary plan is not, the secondary plan must pay or provide benefits as if it were the primary plan when a covered person uses a noncontracted health care provider or physician, except for emergency services or authorized referrals that are paid or provided by the primary plan.

(f) When multiple contracts providing coordinated coverage are treated as a single plan under this subchapter, this section applies only to the plan as a whole, and coordination among the component contracts is governed by the terms of the contracts. If more than one carrier pays or provides benefits under the plan, the carrier designated as primary within the plan must be responsible for the plan’s compliance with this subchapter.

(g) If a person is covered by more than one secondary plan, the order of benefit determination rules of this subchapter decide the order in which secondary plans' benefits are determined in relation to each other. Each secondary plan must take into consideration the benefits of the primary plan or plans and the benefits of any other plan that, under the rules of this contract, has its benefits determined before those of that secondary plan.

(h) Each plan determines its order of benefits using the first of the following rules that apply.

(1) Nondependent or Dependent. The plan that covers the person other than as a dependent, for example as an employee, member, policyholder, subscriber, or retiree, is the primary plan, and the plan that covers the person as a dependent is the secondary plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the person as a dependent and primary to the plan covering the person as other than a dependent, then the order of benefits between the two plans is reversed so that the plan covering the person as an employee, member, policyholder, subscriber, or retiree is the secondary plan and the other plan is the primary plan. An example includes a retired employee.

(2) Dependent Child Covered Under More Than One Plan. Unless there is a court order stating otherwise, plans covering a dependent child must determine the order of benefits using the following rules that apply.

(A) For a dependent child whose parents are married or are living together, whether or not they have ever been married:

(i) The plan of the parent whose birthday falls earlier in the calendar year is the primary plan; or

(ii) If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.

(B) For a dependent child whose parents are divorced, separated, or not living together, whether or not they have ever been married:

(i) if a court order states that one of the parents is responsible for the dependent child's health care expenses or health care coverage and the plan of that parent has actual knowledge of those terms, that plan is primary. This rule applies to plan years commencing after the plan is given notice of the court decree.

(ii) if a court order states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of (h)(2)(A) must determine the order of benefits.

(iii) if a court order 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 (h)(2)(A) must determine the order of benefits.

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

- (I) the plan covering the custodial parent;
- (II) the plan covering the spouse of the custodial parent;
- (III) the plan covering the noncustodial parent; then
- (IV) the plan covering the spouse of the noncustodial parent.

(C) For a dependent child covered under more than one plan of individuals who are not the parents of the child, the provisions of (h)(2)(A) or (h)(2)(B) must determine the order of benefits as if those individuals were the parents of the child.

(D) For a dependent child who has coverage under either or both parents' plans and has his or her own coverage as a dependent under a spouse's plan, (h)(5) applies.

(E) 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 must be determined by applying the birthday rule in (h)(2)(A) to the dependent child's parent(s) and the dependent's spouse.

(3) Active, Retired, or Laid-off Employee. The plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the primary plan. The plan that covers that same person as a retired or laid-off employee is the secondary plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the plan that covers the same person as a retired or laid-off employee or as a dependent of a retired or laid-off employee does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule does not apply. This rule does not apply if (h)(1) can determine the order of benefits.

(4) COBRA or State Continuation Coverage. If a person whose coverage is provided under 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, 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 does not apply. This rule does not apply if (h)(1) can determine the order of benefits.

(5) Longer or Shorter Length of Coverage. The plan that has covered the person as an employee, member, policyholder, subscriber, or retiree longer is the primary plan, and the plan that has covered the person the shorter period is the secondary plan.

-
- (6) If the preceding rules do not determine the order of benefits, the allowable expenses must 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.

Effect on the Benefits of this Plan

(a) When this plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all plans are not more than the total allowable expenses. In determining the amount to be paid for any claim, the secondary plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any allowable expense under its plan that is unpaid by the primary plan. The secondary plan may then reduce its payment by the amount so that, when combined with the amount paid by the primary plan, the total benefits paid or provided by all plans for the claim equal 100 percent of the total allowable expense for that claim. In addition, the secondary plan must credit to its plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.

(b) If a covered person is enrolled in two or more closed panel plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one closed panel plan, COB must not apply between that plan and other closed panel plans.

Compliance with Federal and State Laws Concerning Confidential 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. EMI Health will comply with federal and state law concerning confidential information for the purpose of applying these rules and determining benefits payable under this plan and other plans covering the person claiming benefits. Each person claiming benefits under this plan must give EMI Health any facts it needs to apply those rules and determine benefits.

Facility of Payment

A payment made under another plan may include an amount that should have been paid under this plan. If it does, EMI Health may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under this plan. EMI Health will not have to pay that amount again. The term “payment made” includes providing benefits in the form of services, in which case “payment made” means the reasonable cash value of the benefits provided in the form of services.

Right of Recovery

If the amount of the payments made by EMI Health is more than it should have paid under this COB provision, it may recover the excess from one or more of the persons it has paid or for whom it has paid or any other person or organization that may be responsible for the benefits or services provided for the covered person. The “amount of the payments made” includes the reasonable cash value of any benefits provided in the form of services.

CLAIMS PROCEDURE

Proof of Loss

Except as otherwise provided in this Plan or by Texas law, no benefits provided under this Plan shall be paid to, or on behalf of, a Covered Person unless the Covered Person, or his authorized representative, has first submitted a written or Electronic Data Interchange (EDI) claim for benefits to EMI Health, on behalf of Plan Sponsor. Claims may be submitted at any time within 12 months of the date the expenses are incurred. If, however, the Covered Person shows that it was not reasonably possible to submit the claim within that time period, then a claim may be submitted as soon as reasonably possible. The Plan may deny an untimely claim.

How to File a Claim

Submit properly completed and coded Provider bills (e.g., HCFA 1500) to the following address:

EMI Health
5101 S. Commerce Drive
Murray, Utah 84107

If the claim form is not properly completed, it cannot be processed, and it will be returned.

Requests for Additional Information

There are times when claims submitted in the Covered Person's behalf may not contain sufficient information for EMI Health to process them correctly. In those situations, EMI Health will request additional information from the Covered Person or the Provider. EMI Health is likely to request information directly from the Covered Person for the following reasons:

- To obtain details of an Accident
- To expedite coordination of benefits
- To conduct an audit

Covered Persons can expedite the processing of their claims by providing the requested information as quickly as possible, and in as much detail as possible.

Claims Audits

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

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

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

The Plan Administrator has the discretionary authority to reduce any charge to the Maximum Allowable Charge, in accordance with the terms of this Plan Document

Non U.S. Providers

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

- Benefits may not be assigned to a Non U.S. Provider;
- The Participant is responsible for making all payments to Non U.S. Providers, and submitting receipts to the Plan for reimbursement;
- Benefit payments will be determined by the Plan based upon the exchange rate in effect on the incurred date;
- The Non U.S. Provider shall be subject to, and in compliance with, all U.S. and other applicable licensing requirements; and
- Claims for benefits must be submitted to the Plan in English and include a complete description of the services rendered.

Exhaustion of Administrative Remedies

No action at law or in equity may be brought against the Plan Sponsor, EMI Health, or the Plan Administrator until the Covered Person has exhausted the Claims Review Process, as provided in this Plan.

Appointment of Authorized Representative

The Covered Person may appoint an authorized representative to act on his behalf in pursuing a benefit claim or appealing an Adverse Benefit Determination. The Covered Person shall appoint the authorized representative by signing an “Appointment of Authorized Representative” form available from EMI Health, with the authorized representative accepting such appointment by signing the Appointment of Authorized Representative; provided, however, that, in the case of a claim involving an Urgent Preauthorization Request, as defined in this Plan, a “Provider” as defined by this Plan, with knowledge of the Covered Person’s medical condition shall be permitted to act as the authorized representative of the Covered Person. The Covered Person desiring to appoint an authorized representative shall submit the fully executed form to the Plan Administrator.

Claims Review Process

If EMI Health denies payment of a Post-service Health or prescription claim (an Adverse Benefit Determination) which a Covered Person believes is properly compensable under the applicable terms of the Plan, the Covered Person shall within the time limits provided in subparagraphs one through five below after receipt of notice of the Adverse Benefit Determination appeal the

denial. The Plan provides three levels of appeal review, which may be performed either internally or independently, as described herein. The first two levels are required levels that must be exhausted before the Covered Person may file suit in court. The third level is a voluntary level. A Covered Person may submit comments, documents, records, and other information relating to the claim, and will, upon request, be provided free of charge, access to, and copies of, all documents, records, and other information relevant to the claim that were used in the initial benefit determination.

Review of first and second level appeals of Adverse Benefit Determinations, except those described in the following paragraph, will be conducted internally by a person or a committee of persons who is neither the individual who made the initial Adverse Benefit Determination nor the subordinate of that individual. If agreement is not reached on the claim, the Covered Person shall within the time limits provided in subparagraphs one through five below after the decision of the first level have the right to request a second level appeal regarding the Adverse Benefit Determination. This request must be in writing and must be received by EMI Health, on behalf of the Plan Sponsor, within the time limits provided in subparagraphs one through five below after receipt of notice indicating the decision of the first level. If the Covered Person disagrees with the decision of the second level appeal, the Covered Person shall have **a right to pursue any remedies available at law or equity.**

Independent External Review for First and Second Level Appeals

If the appeal of an Adverse Benefit Determination is based on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, an independent review will be conducted. For this review, the Plan will consult with an independent health care professional, who is not affiliated with EMI Health, or the Plan Sponsor, who was not involved in the initial benefit determination, and who has appropriate training and expertise in the field of medicine involved in the medical judgement. There will be no fee charged to the Covered Person for an independent review.

The following time limits shall apply to Post-service Health Claims:

- (1) EMI Health will provide a notice of its initial claim decision within (a) 30 days after receiving the initial claim, or (b) 45 days after receiving the claim if EMI Health determines that an extension is necessary due to matters beyond the control of the Plan and if EMI Health provides an extension notice during the initial 30-day period. If the extension is due to the Covered Person's failure to submit sufficient information necessary to decide a claim, the extension notice shall specify the additional required information and the Covered Person will have at least 45 days to provide the additional information. The period for making the benefit determination shall be tolled from the date on which the notification of the extension is sent until the date on which the Covered Person provides the additional required information.
- (2) If EMI Health denies the claim in whole or in part, the Covered Person has 180 days after receiving notice of the claim denial to appeal the decision in writing.
- (3) EMI Health will provide notice of its decision on appeal within 30 days after receiving the request for appeal.

(4) If the Plan denies the claim in whole or in part on appeal, the Covered Person has 60 days after receiving notice of the denial to request a second level appeal.

(5) EMI Health will provide notice of its decision on the second level of appeal within 30 days after receiving the notice of appeal.

Third-Level Independent Review

If after exhaustion of the claims review process provided in this Plan, the Covered Person still disputes a determination of Medical Necessity, appropriateness, healthcare setting, level of care, or effectiveness of the healthcare service or treatment, the Covered Person shall have the voluntary option to submit the Adverse Benefit Determination for an independent review. Requests for review must be submitted to the Plan within 120 days after the receipt of a notice of an Adverse Benefit Determination. The independent review decision is binding on the Plan and the Covered Person, except to the extent that other remedies are available under federal or state law.

Standard Independent Review

1. Within five business days following receipt of the request, the Plan will determine eligibility, and within one day of completing the eligibility review will notify the Covered Person in writing whether the request is complete and if it is eligible for independent review.
2. If the request is not complete, the Plan will inform the Covered Person in writing what information or materials are needed to make the request complete.
3. If the request is not eligible for independent review, the Plan will inform the Covered Person in writing the reasons for ineligibility.
4. If the request is eligible for independent review, the Plan shall assign an independent review organization. Within five business days, the Plan will provide to the assigned independent review organization the documents and any information considered in making the Adverse Benefit Determination.
5. The Covered Person may submit additional information to the independent review organization within 10 business days. The independent review organization will forward to the Plan, within one business day of receipt, any information submitted by the Covered Person.
6. Within 45 calendar days after receipt of the request for an independent review, the independent review organization shall provide written notice of its decision to the Covered Person and the Plan.
7. Upon receipt of a notice reversing the Adverse Benefit Determination, the Plan shall within one business day approve the coverage that was the subject of the Adverse Benefit Determination.

Expedited Independent Review

1. An expedited independent review shall be available if the Adverse Benefit Determination meets any of the following conditions:
 - involves a medical condition which would seriously jeopardize the life or health of the Covered Person or would jeopardize the Covered Person's ability to regain maximum function;
 - in the opinion of a physician with knowledge of the Covered Person's medical condition, would subject the Covered Person to severe pain that cannot be adequately

-
- managed without the care or treatment that is the subject of the Adverse Benefit Determination; or
- concerns an admission, availability of care, continued stay or healthcare service for which the insured received emergency services, but has not been discharged from a facility.
2. Upon receipt of the request, the Plan will immediately determine eligibility and notify the Covered Person in writing whether the request is complete and if it is eligible for independent review.
 3. If the request is not complete, the Plan will inform the Covered Person in writing what information or materials are needed to make the request complete.
 4. If the request is not eligible for independent review, the Plan will inform and the Covered Person in writing the reasons for ineligibility.
 5. If the request is eligible for independent review, the Plan will immediately assign an independent review organization. Within one business day, the Plan will provide to the assigned independent review organization the documents and any information considered in making the Adverse Benefit Determination.
 6. The Covered Person may submit additional information to the independent review organization within one business day. The independent review organization will forward to the Plan, within one business day of receipt, any information submitted by the Covered Person.
 7. The independent review organization shall as soon as possible, but no later than 72 hours after receipt of the request for an expedited independent review, make a decision and notify the Plan and the Covered Person, of that decision. If notice of the decision is not in writing, the independent review organization shall provide written confirmation of its decision within 48 hours after the date of the notification of the decision.
 8. Upon receipt of a notice reversing the Adverse Benefit Determination, the Plan shall within one business day approve the coverage that was the subject of the Adverse Benefit Determination.

Independent Review of Experimental or Investigational Service or Treatment

1. A request for an independent review based on experimental or investigational service or treatment shall be submitted with certification of the following from the physician:
 - Standard healthcare service or treatment has not been effective in improving the Covered Person's condition;
 - Standard healthcare or treatment is not medically appropriate for the Covered Person;or
 - There is no available standard healthcare service or treatment covered by the Plan that is more beneficial than the recommended or requested healthcare service or treatment.
2. Within five business days (or one business day for an expedited review) following receipt of the request, the Plan will determine eligibility, and within one day of completing the eligibility review will notify the Covered Person in writing whether the request is complete and if it is eligible for independent review.
3. If the request is not complete, the Plan will inform the Covered Person in writing what information or materials are needed to make the request complete.
4. If the request is not eligible for independent review, the Plan will inform the Covered Person in writing the reasons for ineligibility.
5. If the request is eligible for independent review, the Plan shall assign an independent review organization. Within five business days (one business day for an expedited review), the Plan will provide to the assigned independent review organization the

documents and any information considered in making the Adverse Benefit Determination.

6. The Covered Person may submit additional information to the independent review organization within 10 business days (one business day for an expedited review). The independent review organization will forward to the Plan, within one business day of receipt, any information submitted by the Covered Person.
7. Within one business day after receipt of the request, the independent review organization shall select one or more clinical reviewers to conduct the review. The clinical reviewers shall provide to the independent review organization a written opinion within 20 calendar days (five calendar days for an expedited review).
8. Within 20 calendar days (48 hours for an expedited review) after receipt of the clinical reviewer's opinion, the independent review organization shall provide notice of its decision to the Covered Person and the Plan.
9. Upon receipt of a notice reversing the Adverse Benefit Determination, the Plan shall within one business day approve the coverage that was the subject of the Adverse Benefit Determination.

Subrogation and Reimbursement

When the Plan Sponsor has advanced payment of benefits to or on behalf of a Covered Person for any bodily injury actionable at law or for which the Covered Person may obtain a recovery from a third party or any other responsible insurance, the Plan acquires a right of Subrogation against the third party, or other responsible insurance, and a right of reimbursement against the Covered Person. In such situations, the Covered Person has the following obligations:

- The Covered Person must reimburse the Plan, up to the amount of such benefits advanced or paid by the Plan, as follows: (a) out of any recovery obtained by the Covered Person from the third party (or such party's liability insurance) by judgment, settlement, or otherwise, whether or not the Covered Person is or has been made whole. The Plan is entitled to the first dollar of any recovery by the Covered Person and each dollar thereafter up to the amount of benefits advanced or paid by the Plan for the injuries to the Covered Person that were caused by the third party; and (b) out of every recovery obtained by the Covered Person from his or her underinsured or uninsured motorist coverage. The Covered Person shall do nothing to prejudice the rights of EMI Health.
- The Covered Person cannot limit or avoid such reimbursement obligation to the Plan by any agreement with the third party or any assignment or designation of such proceeds.
- The Covered Person must not release or discharge any claims that the Covered Person may have against any potentially responsible parties or insurance without written permission from the Plan.
- The Covered Person must fully cooperate and assist with the Plan Sponsor and EMI Health (including, but not limited to, executing all required instruments and papers), if the Plan chooses to pursue its own right of Subrogation against the third party; the Plan's right of Subrogation is limited to the amount of benefits advanced or paid by the Plan to or on behalf of the Covered Person as a result of the fault of the third party, and the Plan's right to recover such benefits from the third party does not depend upon whether the Covered Person is made whole by any recovery. This right of reimbursement shall remain in effect until the Plan is repaid in full. The Plan Sponsor and EMI Health may also pursue their right of Subrogation

against any other responsible insurance of the Covered Person provided the Covered Person has been made whole.

The benefits under this Plan are secondary to any coverage under no-fault or similar coverage.

The Plan, by providing benefits hereunder, is hereby granted a lien on the proceeds of any settlement, judgment, or other payment intended for, payable to, or received by the Covered Person, and the Covered Person hereby consents to said lien and agrees to take whatever steps are necessary to help the Plan secure said lien. The Covered Person agrees that said lien shall constitute a charge upon the proceeds of any recovery and the Plan shall be entitled to assert security interest thereon. By the acceptance of benefits under the Plan, the Covered Person agrees to hold the proceeds of any settlement in trust for the benefit of the Plan to the extent of 100 percent of all benefits paid on behalf of the Covered Person.

By accepting benefits hereunder, the Covered Person, hereby grants a lien and assigns to the Plan an amount equal to the benefits paid against any recovery made by or on behalf of the Covered Person. This assignment is binding on any attorney who represents the Covered Person, whether or not the Covered Person's agent, and on any insurance company or other financially responsible party against whom the Covered Person may have a claim provided said attorney, insurance carriers, or others have been notified by the Plan or its agents.

In the event the Covered Person fails to reimburse the Plan Sponsor and/or EMI Health for advanced payment of benefits as provided for in this section, then in addition to reimbursement to Plan Sponsor and/or EMI Health of the advanced payment(s) the Covered Person shall be responsible for all fees and expenses, including but not limited to collection costs, court costs, litigation expenses and attorney's fees, incurred by Plan Sponsor and/or EMI Health for collecting the advanced payment(s).

Any reference to state law in any other provision of this Plan shall not be applicable to this provision, if the Plan is governed by ERISA.

DEFINITION OF TERMS

Accident or **Accidental Injury**, for which benefits are provided, means a single unpremeditated event of violent or external means that happens suddenly, is unexpected, and is identifiable as to time and place. Injuries resulting from willful action, including lifting, pushing, pulling, bending, straining, biting, or chewing, are not considered within the definition of accident.

Act of Aggression means any physical contact initiated by the Covered Person that a reasonable person would perceive to be a threat of bodily harm.

Actively at Work or **Active Work** means being in attendance at the customary place of employment, performing the duties of employment on a Full-time Basis, and devoting full efforts and energies in the employment.

Additional Benefits means those limited benefits provided by the Plan that are available only if specific medical criteria, established by EMI Health, on behalf of the Plan Sponsor, are met. The portion the Covered Person pays for these benefits may not apply toward the Out-of-Pocket Maximum.

Adverse Benefit Determination means any of the following:

1. A denial in benefits;
2. A reduction in benefits;
3. A termination of benefits; or
4. A failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a claimant's eligibility to participate in the Plan.

Allowable Fee means the schedule for payment of Eligible Expenses established by EMI Health, on behalf of the Plan Sponsor.

Ancillary Expenses, when used in conjunction with Hospital expenses, means services and supplies in excess of daily room and board charges.

Calendar Year means the 12-month period beginning January 1 and ending December 31.

CHIP refers to the Children's Health Insurance Program or any provision or section thereof, which is herein specifically referred to, as such act, provision or section may be amended from time to time.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

COBRA Administrator means the entity selected by the Plan Sponsor to administer COBRA benefits. See Plan Sponsor for COBRA Administrator contact information.

Coinsurance means the percentage of eligible charges payable by a Covered Person directly to a Provider for covered services. Coinsurance percentages are specified on the Outline of Coverage.

Complementary and Alternative Medicine means healthcare systems, practices, and products that are not presently considered to be part of conventional medicine.

Confinement or ***Confine*** means an uninterrupted stay following formal admission to a Hospital, skilled nursing facility, or Inpatient rehabilitation facility.

Coordination of Benefits means a provision establishing an order in which plans pay their Coordination of Benefits claims, and permitting Secondary Plans to reduce their benefits so that the combined benefits of all plans do not exceed total allowable expenses.

Copayment or ***Copay*** means, other than Coinsurance, a fixed dollar amount that a Covered Person is responsible to pay directly to a Provider. Copayment amounts are specified on the Outline of Coverage.

Covered Person means an Employee or Dependent who enrolled with the Plan to receive covered services and who is recognized by the Plan as a Covered Person. Employees/retirees of the Plan Sponsor who are eligible to become Covered Persons can choose to enroll Dependents who satisfy the Plan's Dependent eligibility requirements. In situations requiring consent, payment, or some other action, references to "Covered Person" include the parent or guardian of a minor or disabled Covered Person on behalf of that Covered Person.

Custodial Care means maintenance of a Covered Person beyond the acute phase of Illness or injury. Custodial Care may include rooms, meals, bed, or skilled medical care in a Hospital, facility, or at home. Care is considered custodial when its primary purpose is to meet personal needs. Custodial Care may include, but is not limited to, help in walking, getting in and out of bed, bathing, dressing, eating, taking medication, or bowel or bladder care.

Deductible means the amount paid by a Covered Person for Eligible Expenses from the Covered Person's own money before any benefits will be paid under this Plan.

Dependent means the Participant's children (including stepchildren, legally adopted children, children placed for adoption, and children for whom the Participant has legal guardianship) to their 26th birthday. An unmarried Dependent child is considered a Dependent beyond the 26th birthday if the child is incapable of self-sustaining employment due to a mental or physical disability and is chiefly dependent on the Participant for support and maintenance. The Participant must furnish proof of disability and dependency to EMI Health, on behalf of the Plan Sponsor, within 31 days after the child reaches 26 years of age. EMI Health may require subsequent proof of disability and dependency after the child reaches age 26, but not more often than annually. Dependent also refers to a child for whom a court order or administrative order has dictated that the Participant provide coverage, regardless of the place of residence. Dependent also refers to the Participant's Spouse. Dependent does not include an unborn fetus.

Durable Medical Equipment means a device that meets all of the following conditions:

- Can withstand repeated use
- Is primarily and customarily used to serve a medical purpose rather than for convenience and/or comfort
- Generally is not useful to a person in the absence of Illness or injury
- Is appropriate for use in the home
- Is Medically Necessary and appropriate

Durable Medical Equipment includes braces, crutches, and rental of special medical equipment such as a wheelchair, Hospital-type bed, or oxygen equipment. Regardless of Medical Necessity, any home, van, or other vehicle modifications, and/or improvements are not covered benefits.

Elective Surgery means a non-emergency surgery that can be scheduled at least 48 hours after diagnosis.

Eligible Expenses means those charges incurred by the Covered Person for Illness or injury that meet all of the following conditions:

- Are necessary for care and treatment and are recommended by a Provider while under the Provider's continuous care and regular attendance.
- When more than one treatment option is available, and one option is no more effective than another, the Eligible Expense shall be for the least costly option that is no less effective than any other option.
- Do not exceed the EMI Health Outline of Coverage and the Maximum Allowable Charge for the services performed or materials furnished.
- Are not excluded from coverage by the terms of this Plan.
- Are incurred during the time the Covered Person is covered by this Plan.

Emergency Care means health care services that are provided for a condition of recent onset and sufficient severity including, but not limited to, severe pain, that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that his condition, sickness, or injury is of such a nature that failure to obtain immediate medical care could result in any of the following conditions:

- Placing the patient's health in serious jeopardy, or with respect to a pregnant woman, the health of the woman or her unborn child
- Serious impairment to bodily functions
- Serious dysfunction of any bodily organ or part

EMI Health means Educators Health Plans Life, Accident, and Health, Inc.

Employee means a Full-time Employee or an elected or appointed officer of the Plan Sponsor. Employees must be legally entitled to work in the United States.

Enrollment Date means the first day of coverage or if there is a waiting period before coverage takes effect, the first day of the waiting period.

ERISA Plan means a plan that is subject to the Employee Retirement Income Security Act of 1974, as amended.

Exclusion means any charge that is not eligible for payment under this Plan

Experimental or Investigative means medical treatment, services, devices, medications, or other methods of therapy or medical practices, which are the subject of on-going research, Experimental study, or Investigational arm of an on-going clinical trial, or are otherwise under study to determine maximum tolerated treatment, adverse effects, safety, or efficacy as compared with the standard means of diagnosis or treatment.

- These Experimental or Investigative methods are not yet accepted as an approved or standard of care diagnosis or treatment by the U.S. Food and Drug Administration, the American Medical Association, the Surgeon General, or the Texas Medical Association, or by Reliable Evidence.
- Reliable Evidence may include, but is not limited to, (a) reports from national, evidence-based, medical-review organizations where the reviews are performed by MD consultants who are Board Certified and have expertise in the particular field; (b) evidence-based guidelines from national, professional specialty societies, and (c) published systematic reviews, meta-analyses, and other evidence-based assessments of recent peer-reviewed publications from authoritative, scientific medical journals performed by experts in the field.

Extended Care Facility means an institution, or distinct part thereof, licensed according to state law and operating within the scope of its license.

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

Former Employee means an Employee who has retired or terminated employment and who is eligible for continuation of coverage.

Full-time Basis or **Full-time Employment** means employment, as defined by the Plan Sponsor.

Full-time Employee means an Employee who is employed on a Full-time Basis by the Plan Sponsor. For purposes of this Plan, Full-time Employee shall not include any individual who is classified as a leased employee or independent contractor by the Plan Sponsor, even if such individual is subsequently determined to be, or to have been, a common law employee of the Plan Sponsor.

Grace Period means the period that shall be granted for the payment of any policy charge, during which time the policy shall continue in force; however, any claims received for services rendered during the Grace Period, will be held for processing until policy charges are paid in full. In no event shall the Grace Period extend beyond the date the policy terminates.

He or **Him** includes and means she or her.

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

Home Health/Skilled Nursing Care means medical care and treatment rendered to a sick or injured Covered Person in the Covered Person's home when the Covered Person is unable to

leave his home, is completing treatment that was initiated in the Hospital, and/or care in the final months of life, by a nurse under the written order and general supervision of the Covered Person's physician, when such Home Health/Skilled Nursing Care Providers work within an organization or company licensed by the state to provide such medical care and treatment.

Hospital means a facility that is so licensed and provides diagnostic, therapeutic, and rehabilitative services to both Inpatients and outpatients by, or under the supervision of, physicians.

Illness means a bodily disorder, disease, mental or emotional infirmity, and all Illnesses due to the same or a related cause or causes.

Implant means any FDA approved foreign object or device that is surgically inserted.

Injectable means any fluid drug or medicine introduced into the body (skin, subcutaneous tissue, muscle, blood vessels, or a body cavity) with a sterile syringe for therapeutic benefit.

Inpatient means an individual assigned to a bed in any department of a Hospital, other than an outpatient section, and charged for room and board by the Hospital.

Intensive Care Room means a Hospital section, ward, or wing that operates exclusively for critically ill Covered Persons and provides special supplies, equipment, and constant supervision and care by registered nurses or other highly trained Hospital personnel. Any facility maintained for the purpose of providing normal post-operative recovery treatment is not an Intensive Care Room.

Late Enrollee means a person who enrolls for coverage at any point after his first 31 days of employment, except in the case of Special Enrollment.

Life-threatening Condition means the sudden and acute onset of an injury or illness where any delay in treatment would jeopardize the Covered Person's life or cause permanent damage to his health. Life-threatening Conditions include, but are not limited to, loss of heartbeat, loss of consciousness, convulsions, stopped or severely obstructed breathing, food poisoning, or massive uncontrolled bleeding.

Major Diagnostic Testing, when used in conjunction with a medical procedure or diagnosis, is interpreted according to generally accepted medical practice and definitions. A Major Diagnostic Test is defined as a CT Scan, magnetic resonance imaging (MRI), nuclear medicine (NMR), or covered genetic, molecular, or gene-based testing. This distinction is for the benefit or convenience of the Covered Persons and may change without prior notice to Covered Persons.

Mastectomy means the surgical removal of all or part of a breast.

Maximum Allowable Charge means the benefit payable for a specific coverage item or benefit under the Plan. Maximum Allowable Charge(s) will be the lesser of the following:

- The Table of Allowances;
- The Usual and Customary Charge; or
- The actual billed charges for the covered services.

The Plan has the discretionary authority to decide if a charge is Usual and Customary Charge and for a Medically Necessary and reasonable service. The Maximum Allowable Charge will not include payment for any identifiable billing mistakes including, but not limited to, up-coding, duplicate charges, and charges for services not performed.

Medical Supplies include, but are not limited to, items such as oxygen or surgical dressings.

Medically Necessary or **Medical Necessity** means any health care service, supply, or accommodation the Provider renders for the treatment of Illness or injury that meets all of the following conditions:

- Consistent with the symptoms or diagnosis
- Provided in the most cost-effective setting that can be used safely
- Not for the convenience of a Covered Person, physician, Hospital, or other Provider
- Appropriate with regard to standards of good medical practice in the community and could not be omitted without adversely affecting the condition or quality of medical care, as determined by established medical review
- Within the scope of the Provider's licensure
- Consistent with, and included in, procedures established and recognized by EMI Health or a designated representative

Medicare means the Hospital and Supplementary Insurance Plan established by Title XVIII of the Social Security Act of 1965, as amended.

New Enrollee means a person who enrolls for coverage during his first 31 days of employment or under Special Enrollment rights.

Non-ERISA Plan means a plan that is not subject to the Employee Retirement Income Security Act of 1974, as amended.

Non-participating Provider means a health care practitioner operating within the scope of his license, i.e., physician, oral surgeon, Dentist, anesthetist, etc., or a facility operating within the scope of its license, who is not a Participating Provider.

Open Enrollment means the period, as defined by the Plan Sponsor, during which an Employee may apply for insurance coverage for himself or his Dependents.

Out-of-Pocket Maximum is designed to insure against financial hardship caused by unexpected expenses from catastrophic Illness. The Out-of-Pocket Maximum amount is specified on the Outline of Coverage. When the Covered Person has satisfied any applicable Deductible and paid Eligible Expenses, including Copayments, up to the Out-of-Pocket Maximum, EMI Health on behalf of Plan Sponsor, will pay remaining Eligible Expenses at 100 percent of the Maximum Allowable Charge, for the remainder of that Calendar Year. The Participating Provider and Non-Participating Provider Options each have a separate Out-of-Pocket Maximum.

Outline of Coverage means the outline of benefits as established by this Plan and incorporated herein by reference.

Outpatient Services means services rendered at a Hospital or ambulatory Surgical Center to Covered Persons who are not charged for room and board, but receive treatment and return home the same day.

Participant means the individual employed by the Plan Sponsor and enrolled with the Plan to receive covered services, through whom Dependents may also be enrolled with the Plan. Participants are also Covered Persons. The term Participant may include eligible early retirees.

Participating Provider means a health care practitioner operating within the scope of his license, i.e., physician, oral surgeon, dentist, anesthetist, etc., or a facility operating within the scope of its license, who has contracted with the Plan to render covered services and who has otherwise met the criteria and requirements for participation in the Plan.

Period of Confinement means the time the Covered Person is confined in a medical facility on an Inpatient basis.

Plan means the EMI Health Care Plus Plan.

Plan Sponsor means Plan Sponsor as stated in the “General Plan Information” section of this Plan.

Plan Year means the 14-month period following the effective date and each 12-month period after that.

Post-service Health Claim means any claim for a benefit under the Plan that is not a Preauthorization. Post-service Claims are claims that involve only the payment or reimbursement of the cost for medical care that has already been provided.

Preauthorization (Pre-service claim) means the procedure a Provider and/or Covered Person must follow in order to assure the medical necessity and appropriateness of care, as well as benefit eligibility. Preauthorization procedures must be followed in order for a Covered Person to receive the maximum benefits available under this Plan for Inpatient stays and other specified procedures.

Primary Infertility means a person has never been able to conceive a child.

Primary Plan means a plan whose benefits for a person’s health care coverage must be determined without taking the existence of any other plan into consideration.

Prosthesis means an artificial substitute for a missing body part, such as an arm, leg, or eye, used for functional reasons.

Provider means a health care practitioner operating within the scope of his license, i.e., physician, oral surgeon, dentist, chiropractor, anesthetist, etc. Provider also means a facility operating within the scope of its license.

Reconstructive, Cosmetic, or Plastic Surgery means any surgery performed primarily to improve physical appearance.

Routine Exam means a hearing, vision, gynecological, or physical exam, including well-baby care, when the physician bills using a preventive diagnosis code rather than a medical diagnosis code.

Scientific Evidence means 1) scientific studies published in, or accepted for publication by, medical journals that meet nationally recognized requirements for scientific manuscripts and that submit most of their published articles for review by experts who are not part of the editorial staff; or 2) findings, studies, or research conducted by or under the auspices of federal government agencies and nationally recognized federal research institutes. Scientific Evidence shall not include published peer-reviewed literature sponsored to a significant extent by a pharmaceutical manufacturing company or medical device manufacturer or a single study without other supportable studies.

Secondary Infertility means a condition where a person has been able to conceive at least once.

Secondary Medical Condition means a complication related to an Exclusion from coverage in the Plan.

Secondary Plan means any plan that is not a Primary Plan.

Security Standards means the final rule implementing HIPAA's Security Standards for the Protection of Electronic PHI, as amended.

Special Enrollment means the right of an individual to enroll during the Plan Year, rather than waiting for the next Open Enrollment period, if He has experienced a qualifying event (including marriage, divorce, birth, adoption, placement for adoption, loss of other insurance coverage, or approval to receive a Premium Assistance) under HIPAA or ERISA regulations. The Participant must complete a new enrollment form and submit it to the Plan Sponsor within 31 days of any change in coverage or status.

Spouse means the person to whom the Participant is lawfully married or the person to whom the Participant is lawfully recognized as a common law Spouse.

Subrogation means the right that the Plan has by virtue of this contract, and also by virtue of common law, to recover from a third party, or other responsible insurance, monies that the Plan has advanced or paid to or on behalf of a Covered Person, where such monies were paid as a result of an injury to the Covered Person that was the fault of the third party.

Surgical Center means any facility duly licensed and operating within the scope of its licensure.

Table of Allowances means the schedule for payment of covered services established by EMI Health.

Total Disability or Totally Disabled means the inability of a Participant to perform his regular occupation. Participants are not disabled if they are capable of performing similar duties for the same employer.

Transplant means an organ or tissue taken from the body for grafting into another area of the same body or into another individual. (Not withstanding this definition, refer to the covered Transplant section in the Plan description.)

Urgent Preauthorization Request means a request for Preauthorization (Pre-service Claim) of medical care or treatment, if application of the time periods for making non-urgent care determinations (1) could seriously jeopardize the claimant's life, health, or ability to regain maximum function, or (2) in the opinion of a physician with knowledge of the claimant's medical condition, would subject the claimant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the Preauthorization request. The determination of whether a request is an Urgent Preauthorization Request will be made by an individual acting on behalf of the Plan applying the judgment of a prudent layperson who possesses an average knowledge of health and medicine. A request will be treated as an Urgent Preauthorization Request if a physician with knowledge of the claimant's medical condition determines it to be one.

Usual and Customary Charge means the charge identified by the Plan Administrator, taking into consideration the prevailing range of fees charged in the same "area" by Providers of similar training and experience for the service or supply, and the Medicare reimbursement rates. The term(s) "same geographic locale" and/or "area" shall be defined as a metropolitan area, county, or such greater area as is necessary to obtain a representative cross-section of Providers, persons, or organizations rendering such treatment, services, or supplies for which a specific charge is made. To be a Usual and Customary Charge, fee(s) must be in compliance with generally accepted billing practices for unbundling or multiple procedures.

The term "Usual" refers to the amount of a charge made or accepted for medical services, care, or supplies, to the extent that the charge does not exceed the common level of charges made by other medical professionals with similar credentials, or health care Facilities, pharmacies, or equipment suppliers of similar standing, which are located in the same geographic locale in which the charge was incurred. The Plan Administrator will determine whether the charge for a specific procedure, service, or supply is Usual.

The term "Customary" refers to the form and substance of a service, supply, or treatment provided in accordance with generally accepted standards of medical practice to one individual, which is appropriate for the care or treatment of an individual of the same sex, comparable age and who has received such services or supplies within the same geographic locale. The Plan Administrator will determine whether the charge for a specific procedure, service, or supply is Customary.

The term "Usual and Customary Charge" does not necessarily mean the actual charge made (or accepted) nor the specific service or supply furnished to a Plan Participant by a Provider of services or supplies.

Usual and Customary Charges may, at the Plan Administrator's discretion, alternatively be determined and established by the Plan using normative data such as, but not limited to, Medicare cost to charge ratios, average wholesale price (AWP) for prescriptions, and/or manufacturer's retail pricing (MRP) for supplies and devices.

All other defined terms in this Plan Document shall have the meanings specified in the Plan Document where they appear.

Schedule A

ADDENDUM ON PRIVACY ISSUES TO

PLAN DOCUMENT OF

TEXAS HOT OILERS

SELF-FUNDED EMPLOYEE MEDICAL BENEFIT PLANS

(HIPAA PRIVACY ISSUES)

Effective December 1, 2023

Legal Disclaimer: Material contained in this document is not legal advice, and should not be construed as legal advice. If you need legal advice upon which you can rely, you must seek a legal opinion from your attorney.

**ADDENDUM ON PRIVACY ISSUES TO
THE PLAN DOCUMENT OF
TEXAS HOT OILERS
SELF-FUNDED EMPLOYEE MEDICAL BENEFIT PLAN
(HIPAA PRIVACY ISSUES)
Effective December 1, 2023**

This Addendum on Privacy Issues to the Plan Documents of the Texas Hot Oilers Self-funded Employee Medical Benefit Plan (the “**Addendum**”) is made and entered into this 1st day of December, 2023, and is effective as of December 1, 2023, by and between the Texas Hot Oilers (the “**Plan Sponsor**”) and the Texas Hot Oilers Self-funded Employee Medical Benefit Plan (the “**Health Plan**”).

This Addendum is an addition to the plan documents (the “**Plan Documents**”) and is intended to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and the federal Privacy Rule (45 C.F.R. Parts 160 and 164). Any inconsistent provisions in such Plan Documents will be interpreted to be consistent with the provisions of this Addendum.

I. DEFINITIONS FOR USE IN THIS ADDENDUM

For purposes of this Addendum, the following definitions shall apply:

“**Addendum**” shall mean this Addendum on Privacy Issues to the Plan Documents of the Texas Hot Oilers Self-funded Employee Medical Benefit Plan.

“**Designated Record Set**” shall have the same meaning as “designated record set” as set forth in the Privacy Rule at 45 C.F.R. § 164.501.

“**Health Plan**” shall mean the Texas Hot Oilers Self-funded Employee Medical Benefit Plan.

“**Individual**” shall have the same meaning as the term “individual” in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

“**Plan Documents**” shall mean the summary plan description and the plan documents for the Health Plan, dated December 1, 2023, and shall also include this Addendum upon its execution.

“**Plan Sponsor**” shall mean Plan Sponsor as stated in the “General Plan Information” section of this Plan.

“**Protected Health Information**” shall have the same meaning as the term “Protected Health Information” in 45 C.F.R. § 164.501.

“**Required by Law**” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.501.

“**Secretary**” shall mean the *Secretary of Department of Health and Human Services* or his designee.

“**Summary of Health Information**” shall have the same meaning as the term “Summary Health Information” in 45 C.F.R. § 164.501.

II. RESTRICTIONS ON DISCLOSURES OF HEALTH INFORMATION FROM HEALTH PLAN TO PLAN SPONSOR

- A. The Health Plan, or a health insurance issuer, HMO, or third-party administrator with respect to the Health Plan, may disclose Summary Health Information to the Plan Sponsor, if the Plan Sponsor requests the Summary Health Information for the purpose of
 - 1. Obtaining premium bids from health plans for providing health insurance coverage under the Health Plan; or
 - 2. Modifying, amending, or terminating the Health Plan.
- B. The Health Plan, or a health insurance issuer, HMO, or third-party administrator with respect to the Health Plan, may disclose to the Plan Sponsor information on whether the individual is participating in the Health Plan, or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the Health Plan.
- C. Except as set forth in Article III below, the Health Plan, its employees, third-party administrators, and other agents shall not disclose to the Plan Sponsor any Protected Health Information of any Individual who is a participant in the Health Plan.

III. REQUIREMENTS FOR ADEQUATE SEPARATION BETWEEN THE HEALTH PLAN AND PLAN SPONSOR AND DISCLOSURE OF HEALTH INFORMATION TO EMPLOYEES OF PLAN SPONSOR WITH RESPONSIBILITY FOR ADMINISTRATION OF THE HEALTH PLAN

- A. Only the following classes of employees or other persons under the control of the Plan Sponsor will be given access to the Protected Health Information of an Individual who is a participant in the Health Plan:
 - 1. Those employees of Plan Sponsor whose job responsibilities include administration of the Health Plan, along with persons whose job responsibilities include assisting persons involved in administration of the Health Plan; those employees of Plan Sponsor who provide legal services or accounting services to the Health Plan; and
 - 2. Those employees of Plan Sponsor whose duties in the ordinary course of business with respect to the Health Plan require them to receive Protected Health Information relating to payment or health care operations of the Health Plan.

-
- B. The access to and use of Protected Health Information by such employees and other agents of the Plan Sponsor is restricted to the plan administration functions that the Plan Sponsor performs, if any, for the Health Plan.
 - C. Plan Sponsor will appropriately discipline any employees or other persons under its control for any use of Protected Health Information other than as provided by the Plan Documents, including this Addendum.

IV. RESTRICTIONS ON USE OF PROTECTED HEALTH INFORMATION BY PLAN SPONSOR

Plan Sponsor agrees to the following:

- A. Not use or further disclose the protected health information it receives other than as permitted or required by the Plan Documents or as required by law.
- B. Ensure that any agents, including a subcontractor, to whom it provides Protected Health Information received from the Health Plan agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such information;
- C. Not use or disclose the Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor;
- D. Report to the Health Plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided for in this Addendum of which it becomes aware;
- E. Make available in a reasonable time and manner, Protected Health Information in accordance with 45 C.F.R. § 164.524;
- F. Make available in a reasonable time and manner, Protected Health Information for Addendum and incorporate any Addendums to Protected Health Information in accordance with 45 C.F.R. § 164.526;
- G. Make available the information required to provide an accounting of disclosures in accordance with § 164.528;
- H. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from the Health Plan available to the Secretary for purposes of determining compliance by the Health Plan with the Privacy Rule;
- I. If feasible, return or destroy all Protected Health Information received from the Health Plan that it maintains in any form and retain no copies of such information when no longer needed for the purpose for which the disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

J. Ensure adequate separation between the Health Plan and the Plan Sponsor.

Effective Date: December 1, 2023.

PLAN SPONSOR:

**TEXAS HOT OILERS
SELF-FUNDED EMPLOYEE
MEDICAL BENEFIT PLAN:**

Schedule B
ADDENDUM ON SECURITY ISSUES TO
PLAN DOCUMENT OF
TEXAS HOT OILERS
SELF-FUNDED EMPLOYEE MEDICAL BENEFIT PLANS
(HIPAA SECURITY ISSUES)
Effective December 1, 2023

Legal Disclaimer: Material contained in this document is not legal advice, and should not be construed as legal advice. If you need legal advice upon which you can rely, you must seek a legal opinion from your attorney.

**ADDENDUM ON SECURITY ISSUES TO
THE PLAN DOCUMENTS OF
TEXAS HOT OILERS
SELF-FUNDED EMPLOYEE MEDICAL BENEFIT PLAN
(HIPAA SECURITY ISSUES)
Effective December 1, 2023**

This Addendum on Security Issues to the Plan Documents of the Texas Hot Oilers Self-Funded Employee Medical Benefit Plan (the “**Addendum**”) is made and entered into this 1st day of December, 2023 and is effective as of December 1, 2023, by and between the Texas Hot Oilers (the “**Plan Sponsor**”) and the Texas Hot Oilers Self-Funded Employee Medical Benefit Plan (the “**Health Plan**”).

This Addendum is an addition to the plan documents (the “**Plan Documents**”) and is intended to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and the federal Security Rule (45 C.F.R. Parts 160 to 164). Any inconsistent provisions in such Plan Documents will be interpreted to be consistent with the provisions of this Addendum.

I. DEFINITIONS FOR USE IN THIS ADDENDUM

For the purposes of this Addendum, all capitalized terms shall have the meaning set forth in the Security Rule, except as expressly provided herein. In addition, the following capitalized terms shall be defined as set forth below.

“**Addendum**” shall mean this Addendum on Security Issues to the Plan Documents of the Texas Hot Oilers Self-Funded Employee Medical Benefit Plan.

“**Health Plan**” shall mean the Texas Hot Oilers Self-Funded Employee Medical Benefit Plan.

“**Electronic Protected Health Information**” shall have the same meaning as the term “Electronic Protected Health Information” in 45 C.F.R. § 160.103.

“**EMI Health Information System**” shall mean any electronic information system that is under EMI Health’s custody and control and that is used by EMI Health or Covered Entity to store or transmit EPHI.”

“**Plan Documents**” shall mean the summary plan description and the plan documents for the Health Plan, dated December 1, 2023, and shall also include this Addendum upon its execution.

“**Plan Sponsor**” shall mean Plan Sponsor as stated in the “General Plan Information” section of this Plan.

“**Secretary**” shall mean the Secretary of the Department of Health and Human Services or his designee.

“**Security Incident**” shall mean an attempted or successful unauthorized access to an EMI Health’s Information System or the use, disclosure, modification or destruction of information or the interference with system operations in an EMI Health Information System.”

“**Summary Health Information**” shall have the same meaning as the term “Summary Health Information” in 45 C.F.R. § 164.504.

II. RESTRICTIONS ON DISCLOSURES OF HEALTH INFORMATION FROM HEALTH PLAN TO PLAN SPONSOR

The Plan Sponsor agrees to:

- A. Implement Administrative, Physical and Technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Health Plan;
- B. Ensure that reasonable and appropriate security measures are in place to ensure the required separation between the Health Plan and the Plan Sponsor and to ensure that only employees of the Plan Sponsor with responsibility for administration of the Health Plan (and those that assist them) have access to EPHI;
- C. Ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate security measures to protect such EPHI; and
- D. Report to the Health Plan any Security Incident of which it becomes aware.

Effective Date: December 1, 2023.

PLAN SPONSOR:

**TEXAS HOT OILERS
SELF-FUNDED EMPLOYEE
MEDICAL BENEFIT PLAN:**