

# **GRAND VALLEY STATE UNIVERSITY GROUP BENEFIT PLAN**

## **SUMMARY PLAN DESCRIPTION**

**Preferred Provider Organization (PPO)  
Retiree Medical Plan**

**Revised and Restated January 1, 2018**

**TABLE OF CONTENTS****PAGE**

<b>SCHEDULE A.</b>	<b>SCHEDULE OF MEDICAL BENEFITS .....</b>	<b>1</b>
<b>SECTION 1.</b>	<b>ABOUT THIS SUMMARY PLAN DESCRIPTION .....</b>	<b>8</b>
<b>SECTION 2.</b>	<b>PLAN ADMINISTRATION.....</b>	<b>9</b>
<b>SECTION 3.</b>	<b>ELIGIBILITY .....</b>	<b>11</b>
<b>SECTION 4.</b>	<b>ENROLLMENT .....</b>	<b>14</b>
<b>SECTION 5.</b>	<b>EFFECTIVE DATES OF COVERAGE .....</b>	<b>15</b>
<b>SECTION 6.</b>	<b>TERMINATION OF COVERAGE.....</b>	<b>16</b>
<b>SECTION 7.</b>	<b>CONTINUATION OF COVERAGE .....</b>	<b>17</b>
<b>SECTION 8.</b>	<b>OBTAINING COVERED SERVICES – MEDICAL BENEFITS .....</b>	<b>19</b>
<b>SECTION 9.</b>	<b>PRIOR CERTIFICATION – MEDICAL BENEFITS.....</b>	<b>22</b>
<b>SECTION 10.</b>	<b>MEDICAL BENEFITS.....</b>	<b>24</b>
<b>SECTION 11.</b>	<b>GENERAL EXCLUSIONS FROM COVERAGE .....</b>	<b>38</b>
<b>SECTION 12.</b>	<b>SPECIAL LIMITATIONS .....</b>	<b>47</b>
<b>SECTION 13.</b>	<b>CLAIM PROVISIONS .....</b>	<b>48</b>
<b>SECTION 14.</b>	<b>APPEALS .....</b>	<b>51</b>
<b>SECTION 15.</b>	<b>COORDINATION OF BENEFITS .....</b>	<b>55</b>
<b>SECTION 16.</b>	<b>MEDICARE AND OTHER FEDERAL OR STATE GOVERNMENT PROGRAMS .....</b>	<b>60</b>
<b>SECTION 17.</b>	<b>NO RIGHTS UNDER ERISA .....</b>	<b>61</b>
<b>SECTION 18.</b>	<b>HIPAA PRIVACY PROVISIONS .....</b>	<b>62</b>
<b>SECTION 19.</b>	<b>DEFINITIONS .....</b>	<b>66</b>
<b>SECTION 20.</b>	<b>GENERAL PROVISIONS .....</b>	<b>74</b>

**SCHEDULE A**  
**GRAND VALLEY STATE UNIVERSITY**  
**SCHEDULE OF MEDICAL BENEFITS**  
**Preferred Provider Organization (PPO) Plan – Retiree Plan**  
**Effective Date: January 1, 2018**

**Plan year: The 12 month period beginning each January 1 and ending each December 31.**

**Network Benefits** are provided by a network provider (except as otherwise provided by the SPD), and may require prior certification with the Benefit Administrator (except in a medical emergency). For a current status of Priority Health network providers, contact them at **(616) 956-1954 or (800) 956-1954** or visit them on the internet at [priorityhealth.com](http://priorityhealth.com). For participants that live in the Lansing area, you may find a current status of First Health providers, contact them at **(866) 807-6193** or visit them on the internet at [myfirsthealth.com](http://myfirsthealth.com).

**Non-Network Benefits** are provided by non-network providers. Services may require the satisfaction of deductibles and coinsurance amounts, and are subject to reasonable and customary charges. Some benefits must be prior certified with the Benefit Administrator (except in a medical emergency).

**Prior Certification:** Prior certification is required for all inpatient hospital or facility services. Non-emergency admissions must be prior certified at least five working days before admission. For emergency admissions, you must notify the Benefit Administrator as soon as reasonably possible after admission. You or your physician must call **(800) 269-1260** to prior certify services. If you are receiving intensive treatment for mental health services, including inpatient hospitalization and partial hospitalization, you must notify the Behavioral Health Department as soon as possible for assistance. Call the Behavioral Health department at **(616) 464-8500 or (800) 673-8043** for assistance. You do not need prior approval from Benefit Administrator for hospital stays for a mother and her newborn of up to 48 hours following a vaginal delivery and 96 hours following a cesarean section. Other services requiring prior certification are:

- Home Health Care
- Skilled Nursing, Sub acute & Long-term Acute Facility Care
- Inpatient Rehabilitation Care
- Durable Medical Equipment over \$1,000
- Pain Management Services
- Gender Dysphoria or Reassignment Services
- Hospice Care
- Transplants
- Advanced Diagnostic Imaging Services
- Prosthetic Devices over \$1,000
- Morbid Obesity Treatment

The full list of services that require prior certification is included in the SPD and may be updated from time to time. A current listing is also available by calling the Priority Health Customer Service Department at **(616) 956-1954 or (800) 956-1954**. Other services may be prior certified by you or your provider to determine medical/clinical necessity before treatment. Prior certification is not a guarantee of coverage or a final determination of benefits under this plan.

Network deductible and coinsurance maximum amounts apply to non-network deductible and coinsurance maximum amounts, and non-network deductible and coinsurance maximum amounts apply to network deductible and coinsurance maximum amounts.

<b>BENEFITS</b>	<b>NETWORK BENEFITS</b>	<b>NON-NETWORK BENEFITS</b>
<b>Deductibles</b>	\$250 per individual; \$500 per family per plan year	\$500 per individual; \$1,000 per family per plan year
<b>Benefit Percentage Rate</b>	90% paid by the plan; 10% paid by the participant, unless otherwise noted.	70% paid by the plan; 30% paid by the participant, unless otherwise noted.
<b>Coinsurance Maximums</b>	\$1,000 per individual/\$2,000 per family per plan year. All services apply to the maximum except as noted. <i><b>Please note the deductible <u>does not</u> apply to the coinsurance maximum.</b></i>	\$2,500 per individual/\$5,000 per family per plan year. All services apply to the maximum except as noted. <i><b>Please note the deductible <u>does not</u> apply to the coinsurance maximum.</b></i>
<b>Out-of-Pocket Limit</b> (Annual out-of-pocket costs for health care, including deductibles, co-insurance and co-payments, are limited under the ACA.)	\$7,350 per individual; \$14,700 per family per plan year.	\$7,350 per individual; \$14,700 per family per plan year.
<b>Reduction of Benefits Penalty</b>	\$300 penalty if not prior certified.	

<b>BENEFITS</b>	<b>NETWORK BENEFIT</b>	<b>NON-NETWORK BENEFIT</b>
<b>Preventive Health Care Services</b> - Preventive Health Care Services are described in Priority Health's Preventive Health Care Guidelines available in the member center the website at <a href="http://priorityhealth.com">priorityhealth.com</a> or you may request a copy from the Customer Service Department. Priority Health's Guidelines include preventive services required by legislation. The list below also includes procedures approved by your Employer in addition to those included in the Priority Health Guidelines.		
<b>Routine Adult Physical Exams, Screening and Counseling</b>	Covered 100%. Deductible does not apply.	Covered at 70% after deductible.
<b>Women's Preventive Health Care Services</b>	Covered 100%. Deductible does not apply.	Covered at 70% after deductible.
<b>Routine Laboratory Tests, Screening and Counseling</b>	Covered 100%. Deductible does not apply.	Covered at 70% after deductible.
<b>PSA Tests, Prostate Exams and Colon/Rectal Screenings</b>	Covered 100%. Deductible does not apply.	Covered at 70% after deductible.
<b>Well Child and Adolescent Care, Screening and Assessments</b>	Covered 100%. Deductible does not apply.	Covered at 70% after deductible.
<b>Immunizations</b>	Covered 100%. Deductible does not apply.	Covered at 70% after deductible.
<b>Routine Eye Exam and Glaucoma Testing*</b> (Combined Network/Non-Network Benefit.)	Covered 100%. Deductible does not apply. One exam each two years.	Covered at 70% after deductible up to a maximum benefit of \$40. One exam each two years.
*This is a PriorityVision benefit administered by EyeMed. For a complete list of network providers near you, use the online Find a Doctor directory at <a href="http://priorityhealth.com">priorityhealth.com</a> and choose "PriorityVision", or call the Priority Health Customer Service Department at 877 572-4001.		
<b>Medical Office Services</b>		
<b>Office/Home Visits and Consultations</b> (Includes visits not listed in Priority Health's Preventive Health Care Guidelines or routine maternity services)	\$20 copayment per visit. Deductible does not apply.	Covered at 70% after deductible.
<b>Virtual Visits</b>	\$20 copayment per visit. Deductible does not apply.	Covered at 70% after deductible.
<b>Retail Health Clinic Visits</b> (Located within the United States.)	\$20 copayment per visit for reasonable and customary charges for evaluation and management services only. Deductible does not apply.	
<b>Office Surgery</b> (Performed in physician's office.)	Covered 100%. Deductible does not apply.	Covered at 70% after deductible.
<b>Office Injections</b> (Performed in physician's office.)	Covered 100%. Deductible does not apply.	Covered at 70% after deductible.
<b>Allergy Office Services</b> (Including allergy testing, evaluations and injections, including serum costs) (Performed in physician's office.)	Covered 100%. Deductible does not apply.	Covered at 70% after deductible.
<b>Diagnostic Radiology and Lab Services</b> (Performed in physician's office.)	Covered 100%. Deductible does not apply.	Covered at 70% after deductible.
<b>Advanced Diagnostic Imaging Services - Includes MRI, CAT Scans, PET Scans, CT/CTA and Nuclear Cardiac Studies</b> (Performed in physician's office.) Prior certification required.	Covered 100%. Deductible does not apply.  \$300 penalty if not prior certified.	Covered at 70% after deductible. \$300 penalty if not prior certified.
<b>Obstetrical Services by Physician</b> (Including prenatal and postnatal care.)	Routine prenatal visits are covered at 100%, deductible waived under the Preventive Health Care Services benefits above. See the Hospital Services section for facility, delivery and nursery service benefits.	Covered at 70% after deductible.
<b>Maternity Education Classes</b>	Attendance at an approved maternity education program is covered at 90% after deductible	Not covered.

<b>BENEFITS</b>	<b>NETWORK BENEFIT</b>	<b>NON-NETWORK BENEFIT</b>
<b>Medical Office Services (continued)</b>		
<b>Dietitian Services</b> (Other than as provided in Priority Health's Preventive Health Care Guidelines.)	Covered at 90% after deductible.	Covered at 70% after deductible.
<b>Education Services</b> (Other than as provided in Priority Health's Preventive Health Care Guidelines.)	Covered at 90% after deductible.	Covered at 70% after deductible.
<b>Hospital Services</b>		
<b>Inpatient Hospital and Inpatient Longterm Acute Care Services</b> Prior approval is required except in emergencies or for hospital stays for a mother and her newborn of up to 48 hours following a vaginal delivery and 96 hours following a cesarean section. Prior certification phone number is <b>(800) 269-1260</b> .	Covered at 90% after deductible. \$300 penalty if not prior certified.	Covered at 70% after deductible. \$300 penalty if not prior certified.
<b>Inpatient Professional and Surgical Charges</b> Evaluation and Management for Inpatient and Observation services covered at the Network rate when at a network facility.	Covered at 90% after deductible.	Covered at 70% after deductible.
<b>Human Organ Tissue Transplants</b> Covered only with prior certification from Benefit Administrator.	Covered at 90% after deductible.	Approved transplants are covered at the network benefit level.
<b>Travel, Meals and Lodging Expenses Associated with an Organ Transplant</b> (Combined Network/Non-Network Benefit.) Limitations apply.	Covered at 90% after deductible up to a maximum benefit of \$10,000 per transplant.	Travel, Meals and Lodging Expenses associated with an approved transplant are covered at the network benefit level.
<b>Approved Clinical Trial Expenses</b> (Includes routine expenses related to an approved clinical trials.)	Covered at 90% after deductible.	Covered at 70% after deductible.
<b>Outpatient Hospital Care and Observation Care Services</b> (Including ambulatory surgery center or freestanding facility charges.)	Covered at 90% after deductible.	Covered at 70% after deductible.
<b>Outpatient Hospital Professional and Surgical Charges</b>	Covered at 90% after deductible.	Covered at 70% after deductible.
<b>Obstetrical Services in Hospital</b> (Includes delivery, facility and anesthesia services.)	Covered at 90% after deductible.	Covered at 70% after deductible.
<b>Hospital and Freestanding Facility Diagnostic Laboratory &amp; Radiology Services</b>	Covered at 90% after deductible.	Covered at 70% after deductible.
<b>Hospital and Freestanding Facility Advanced Diagnostic Imaging Services</b> - Includes MRI, CAT Scans, PET Scans, CT/CTA and Nuclear Cardiac Studies Prior certification required.	Covered at 90% after deductible. \$300 penalty if not prior certified.	Covered at 70% after deductible. \$300 penalty if not prior certified.

BENEFITS	NETWORK BENEFIT	NON-NETWORK BENEFIT
<b>Hospital Services (continued)</b>		
<b>Certain Surgeries and Treatments</b> <ul style="list-style-type: none"> <li>• <b>Reconstructive surgery:</b> blepharoplasty of upper eyelids, breast reduction, panniculectomy, rhinoplasty, septorhinoplasty and surgical treatment of male gynecomastia</li> <li>• <b>Skin Disorder Treatments:</b> Scar revisions, keloid scar treatment, treatment of hyperhidrosis, excision of lipomas, excision of seborrheic keratoses, excision of skin tags, treatment of vitiligo and port wine stain and hemangioma treatment.</li> <li>• <b>Varicose veins treatments</b></li> <li>• <b>Sleep apnea treatment procedures</b></li> </ul>	Covered at 90% after deductible.  Certain surgeries and treatments are covered only if medically/necessary.	Covered at 70% after deductible.  Certain surgeries and treatments are covered only if medically/necessary.
<b>Morbid Obesity Treatment</b> <ul style="list-style-type: none"> <li>• Gastric or intestinal bypasses.</li> <li>• Stomach Stapling.</li> <li>• Lap Band.</li> <li>• Charges for diagnostic services</li> </ul>	Covered at 90% after deductible. \$300 penalty if not prior certified.	Covered at 70% after deductible. \$300 penalty if not prior certified.
Prior approval required.  If the services of a surgical assistant are required for a surgical procedure, the non-network covered expenses will be the lesser of: (1) the amount charged by the assistant; or (2) 20% of the amount allowable to the physician who performed the surgery.		
<b>Medical Emergency and Urgent Care Services</b>		
<b>Emergency Room Services</b>	\$50 copayment per visit. (Copayment waived if confined to the hospital as inpatient.) Deductible does not apply.	Paid at the Network Benefit Level.
<b>Ambulance Services</b>	Covered at 90% after deductible.	Paid at the Network Benefit Level.
<b>Urgent Care Facility Services</b>	\$20 copayment per visit. Deductible does not apply.	Covered at 70% after deductible.
<b>Behavioral Health Services - Prior certification by our Behavioral Health Department is required, except in emergencies, for inpatient services as noted below: Call (616) 464-8500 or (800) 673-8043.</b>		
<b>Inpatient Mental Health &amp; Substance Abuse Services</b> (Including subacute residential treatment facility and partial hospitalization.) Prior certification required except in emergencies.	Covered at 90% after deductible. \$300 if not prior certified.	Covered at 70% after deductible. \$300 if not prior certified.
<b>Outpatient Office Services for Mental Health &amp; Substance Abuse</b> (Including medication management visits.)	\$20 copayment per visit. Deductible does not apply.	Covered at 70% after deductible.
<b>Family Planning and Reproductive Services</b>		
<b>Infertility Counseling &amp; Treatment</b> Covered for diagnosis and treatment of underlying cause only. Limitations and exclusions apply.	Paid at the applicable benefit level of the service rendered.	Covered at 70% after deductible.
<b>Vasectomy</b> Covered only when performed in physician's office or when in connection with other covered inpatient or outpatient surgery.	Covered at 90% after deductible.	Covered at 70% after deductible.

BENEFITS	NETWORK BENEFIT	NON-NETWORK BENEFIT
<b>Family Planning and Reproductive Services (continued)</b>		
<b>Tubal Ligation/Tubal Obstructive Procedures</b> (Included as part of the Women's Preventive Health Services benefits.)	Covered at 100%, deductible does not apply when performed at outpatient facilities. If received during an inpatient stay, only the services related to the tubal ligation/tubal obstructive procedure are covered in full, deductible waived.	Covered at 70% after deductible.
<b>Birth Control Services Medical Plan</b> (i.e. doctor's office) (Included as part of the Women's Preventive Health Services benefits.) Includes; diaphragms, implantables, injectables, and IUD (insertion and removal), etc.	Covered 100%. Deductible does not apply.	Covered at 70% after deductible.
<b>Gender Dysphoria or Reassignment Services</b> Prior approval required.	Covered at 90% after deductible.	Covered at 70% after deductible.
<b>Rehabilitative Medicine Services – Not related to Autism Treatment</b>		
<b>Physical and Occupational Therapy</b> (Including aquatic and massage therapy.) (Combined Network/Non-Network Benefit.)	Covered at 90% after deductible up to a benefit maximum of 30 visits per plan year. *	Covered at 70% after deductible up to a benefit maximum of 30 visits per plan year. *
<b>Speech Therapy</b> (Combined Network/Non-Network Benefit.)	Covered at 90% after deductible up to a benefit maximum of 30 visits per plan year. *	Covered at 70% after deductible up to a benefit maximum of 30 visits per plan year. *
<b>Cardiac Rehabilitation and Pulmonary Rehabilitation</b> (Combined Network/Non-Network Benefit.)	Covered at 90% after deductible up to a benefit maximum of 30 visits per plan year. *	Covered at 70% after deductible up to a benefit maximum of 30 visits per plan year. *
*Visits will be reviewed for additional visit allowance based on medical necessity after reaching the 30 visit maximum per plan year.		
<b>Services Related to the Treatment of Autism Spectrum Disorder</b> (Available for children and adolescents through the age of 18 only)		
<b>Physical, Occupational and Speech Therapy; Applied Behavioral Analysis (ABA) for Autism Treatment.</b> (Combined Network/Non-Network Benefit.)	Covered at 90% after deductible up to a benefit maximum of 135 days per plan year. Prior Approval required for ABA.	Covered at 70% after deductible up to a benefit maximum of 135 days per plan year. Prior Approval required for ABA.
<b>Other Services</b>		
<b>Durable Medical Equipment</b> Prior certification is required for charges over \$1,000. <ul style="list-style-type: none"> <li><u>Surgical bras</u> after mastectomy: Limited to 4 bras per plan year.</li> <li><u>Compression Stockings</u>: Limited to 12 pairs per plan year.</li> </ul>	Covered at 90% after deductible.	Covered at 70% after deductible.
<b>Prosthetic &amp; Orthotic/Support Devices</b> Prior certification is required for charges over \$1,000.	Covered at 90% after deductible.	Covered at 70% after deductible.
<b>Wigs, Toupees and Hairpieces</b> Covered when prescribed by a physician for a medical condition.	Covered at 90% after deductible.	Covered at 70% after deductible.
<b>Chiropractic Services and Osteopathic Manipulation Therapy Visits</b> (Combined Network/Non-Network Benefit.) (Including massage therapy.)	\$20 copayment per visit up to a benefit maximum of 20 visits per plan year. Deductible does not apply.	Covered at 70% after deductible up to a benefit maximum of 20 visits per plan year.
<b>Temporomandibular Joint Syndrome (TMJS) Treatment</b> (Combined Network/Non-Network Benefit.)	Covered at 90% after deductible up to a lifetime maximum benefit of \$1,000.	Covered at 70% after deductible up to a lifetime maximum benefit of \$1,000.

BENEFITS	NETWORK BENEFIT	NON-NETWORK BENEFIT
Other Services (continued)		
Orthognathic Surgery & Treatment	Not covered.	Not covered.
Cochlear Implants	Not covered.	Not covered.
Skilled Nursing, Extended Care, Subacute and Inpatient Rehabilitation Facilities (Combined Network/Non-Network Benefit.) Prior certification required.	Covered at 90% after deductible up to a maximum of 120 days per plan year.	Covered at 70% after deductible up to a maximum of 120 days per plan year.
Home Health Services (Combined Network/Non-Network Benefit.) Prior certification required.	\$20 copayment per visit up to a maximum benefit of 60 visits per plan year. Deductible applies.	\$20 copayment per visit up to a maximum benefit of 60 visits per plan year. Deductible applies.
Hospice (Includes hospice, bereavement and respite services) Prior certification required.	Covered at 90% after deductible.	Covered at 90% after deductible.
Radiation Therapy and Chemotherapy	Covered at 90% after deductible.	Covered at 70% after deductible.
Hemodialysis	Covered at 90% after deductible.	Covered at 70% after deductible.
Private Duty Nursing (Combined Network/Non-Network Benefit.)	\$20 copayment per visit up to a maximum benefit of 60 visits per plan year. Deductible applies.	\$20 copayment per visit up to a maximum benefit of 60 visits per plan year. Deductible applies.
Hearing Services (Combined Network/Non-Network Benefit.)	Covered at 90% after deductible. \$750 maximum benefit per ear every 36 months for hearing aids.	Covered at 70% after deductible. \$750 maximum benefit per ear every 36 months for hearing aids.
Eye Care Covered for treatment of medical conditions and diseases of the eye only. Vision supplies are not covered.	Paid at the applicable benefit level of the service rendered.	Covered at 70% after deductible.
Travel Network Benefit – For Participants who have the Priority Health Network. Those with First Health should use a First Health network provider.		
Submit Claims for the Travel Network to:  Priority Health Managed Benefits, Inc. P.O. Box 232 Grand Rapids, MI 49501-0232	When medical care is needed while traveling outside the Priority Health service area, benefits will be paid at the network level when you use a PHCS or Multiplan provider. PHCS or Multiplan participating providers are included in the Priority Health Provider Directory. The directory is available on the Priority Health website at <a href="http://priorityhealth.com">priorityhealth.com</a> as part of the Find a Doctor tool or by calling the Priority Health Customer Service Department at 616 956-1954 or 800 956-1954.	
Coverage Information		
Retirees	Eligible employees who retire under the employer’s formal retirement plan until they reach age 65.	
Household Member	A household member may qualify as a covered dependent upon meeting the criteria as set-forth in the <i>Eligibility</i> section of the plan.	
Dependent Children	Covered up to the end of the month in which they turn age 26 or up to the date they turn age 27 if enrolled in a qualified course of study. Over age 26 if mentally or physically incapacitated dependent.	
Motor Vehicle Injuries	Are not covered except in limited circumstances.	
Motorcycle Injuries	Coordinated with any available motorcycle insurance.	

In accordance with the terms and conditions of the SPD, you are entitled to covered services when these services are:

- A. Medically/clinically necessary; and
- B. Not excluded in the SPD.

**If you seek services when prior certification is required and you do not receive prior certification, except in emergencies, you will be charged a penalty. You will also be responsible for services rendered that are beyond those prior certified as medically/clinically necessary.**



If the hospital confinement extends beyond the number of prior certified days, the additional days will not be covered unless:

- The extension of days is medically/clinically necessary, and
- Prior certification for the extension is obtained before exceeding the number of prior certified days.

For emergency admissions, the Benefit Administrator should be notified by the end of the next business day following the admission or as soon as reasonably possible.

The amount used to meet the individual deductible for each member of a family is also used in meeting the family deductible. Deductible and out-of-pocket amounts are applied in the order that claims are processed for payment.

The “coinsurance maximum” applies to certain inpatient and outpatient hospital services and non-hospital facility services. The coinsurance maximum limits the amount of coinsurance for covered services that you or your covered dependents will pay during a plan year, except as described below. If the individual coinsurance maximum is reached during a plan year, the benefit percentage is 100% of covered expenses incurred by that person for the rest of the plan year. If the family coinsurance maximum is reached during a benefit year, the benefit percentage is 100% of covered expenses for the employee and all of the employee's covered dependents for the rest of the plan year. Amounts you pay for any of the following will not apply toward the coinsurance maximum. (Your cost sharing (copayments or coinsurance) applies to these services even after the coinsurance maximum has been reached.)

- Any flat dollar copayments, such as copayments for office visits, RX, ambulance and emergency services;
- Penalties, legal fees and interest charged by a provider;
- Expenses incurred as a result of failure to comply with prior authorization requirements for hospital confinements; and
- Deductibles.

Additionally your coinsurance maximum will not take into account:

- any monies you paid for non-covered services; and
- any monies you paid for covered services that exceed the annual day/visit or dollar benefit maximum for a specific benefit and therefore, denied as non-covered services; and
- any monies you paid to providers for non-network benefits that exceed reasonable and customary.

The “out-of-pocket limit” is the total amount of deductible (if any), coinsurance and copayments for covered services, that you will pay during the plan year, except as described below. If the individual annual out-of-pocket limit is reached during a plan year, the plan will pay 100% of covered expenses incurred by that person for the rest of the plan year. If the family out-of-pocket limit is reached during a plan year, the plan will pay 100% of covered expenses for the employee and all of the employee's covered dependents for the rest of the plan year. Amounts paid for any of the following will not apply toward the out-of-pocket limit and you will be responsible for the following expenses even after the out-of-pocket limit has been reached:

- any monies you paid to providers for non-network benefits that exceed reasonable and customary; and
- any monies you paid for non-covered services; and
- any monies you paid for covered services that exceed the annual day/visit or dollar benefit maximum for a specific benefit and therefore, denied as non-covered services.

Coverage maximums up to a certain number of days or visits per plan year are reached by combining either network or non-network benefits up to the limit for one or the other but not both. (Example: If the network benefit is for 60 visits and the non-network benefit is for 60 visits, the maximum benefit is 60 visits, not 120 visits.)

## SECTION 1. ABOUT THIS SUMMARY PLAN DESCRIPTION

This summary plan description (“SPD”) details the health care plan (“plan”) sponsored by Grand Valley State University (GVSU). The GVSU Flexible Benefits Plan addresses establishment, administration and other aspects of the plan. The SPD summarizes the provisions of the plan. This document, together with the plan document, schedule of benefits and any amendments, will constitute your entire summary plan description. This SPD does not fully restate the plan. If this SPD conflicts in any way with the plan document, the plan document will control. You may request a copy of the plan document from the Plan Administrator.

This SPD describes the medical benefits that are covered for official retirees and their eligible dependents (“participants”). This SPD replaces and supersedes any SPD you may have received in the past.

This plan only covers non-occupational injuries and non-occupational illnesses, and except as otherwise provided, only covers medically/clinically necessary services or supplies that are furnished while a person is a participant.

Terms are found in the *Definitions* section of this SPD or may be defined when first used in this document. The terms “we,” “us,” “our,” “University” and “Plan Administrator” refer to Grand Valley State University. The terms “you,” “your,” and “yourself” refer to the participant, whether enrolled in the plan as a retiree or as a covered dependent. The term “Benefit Administrator” refers to Priority Health Managed Benefits, Inc. (“Priority Health”).

This plan is not a health maintenance organization (“HMO”) or an insurance arrangement. Instead, the plan has a self-funded arrangement, which means that benefits are paid out of the University’s general assets. If we do not cover expenses that are eligible for payment under the plan for any reason, you may have to pay those expenses. The Benefit Administrator processes claims but does not insure payment of any of your covered health expenses. The Benefit Administrator will promptly process complete and proper claims for benefits. If there are delays in processing claims, you will have no greater rights to interest or other remedies than you would otherwise have by law.

This plan is not a “grandfathered health plan” under the Patient Protection and Affordable Care Act (the Affordable Care Act). Questions regarding the plan’s status can be directed to the Plan Administrator. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at (866) 444-3272 or visit them online at [dol.gov/ebsa/healthreform](http://dol.gov/ebsa/healthreform).

If you have any questions about eligibility or coverage, first contact the University. If you need more help, contact the Benefit Administrator’s Customer Service Department at:

Priority Health Managed Benefits, Inc.  
1231 East Beltline, N.E.  
Grand Rapids, MI 49525-4501  
(616) 956-1954 or (800) 956-1954

or use the Benefit Administrator’s secure e-mail form in the member center on their website at [priorityhealth.com](http://priorityhealth.com)

## SECTION 2. PLAN ADMINISTRATION

Information regarding the administration of the plan is detailed below.

**Plan Name:** Grand Valley State University Group Benefit Plan

**Plan Sponsor/Plan Administrator:** Grand Valley State University  
1090 James H. Zumberge Hall (1090 JHZ)  
Allendale, MI 49401  
(616) 331-2220

**Benefit Administrator:** Priority Health Managed Benefits, Inc.  
1231 East Beltline, NE  
Grand Rapids, Michigan 49525-4501  
(616) 956-1954 or (800) 956-1954

**Employer Identification Number:** 38-1684280

**Effective Date of Plan:** January 1, 2014; revised and restated January 1, 2018.

**Type of Plan:** Group Health Plan (Welfare Benefit Plan)

**Plan Year:** The 12 month period beginning each January 1 and ending each December 31 that corresponds to the period on which the plan is reported and the 12 month period on which benefit limitations and maximums are calculated.

**Plan Administrator and Named Fiduciary:** Grand Valley State University is the Plan Administrator and Named Fiduciary of the plan. As the Plan Administrator, Grand Valley State University has the authority to control and manage the operation and administration of the plan.

**Type of Plan Administration:** This plan is self-funded and benefits are paid out of the general assets of Grand Valley State University. Priority Health Managed Benefits, Inc., a licensed third-party administrator (“TPA”), has been contracted by the Plan Administrator to perform certain administrative duties for the plan, including the processing of all benefit claims. The address of the TPA is: Priority Health Managed Benefits, Inc., 1231 East Beltline, NE, Grand Rapids, MI 49525-4501, (616) 956-1954 or (800) 956-1954.

**Plan Costs:** The cost to participate in this plan is shared by the University and the retiree. We will determine the amount to be contributed by participants in the form of premium in order to be covered under the plan. You may contact the University for additional information regarding participant contributions.

**Funding of the Plan:** Benefits under the plan are not funded through an insurance arrangement. Benefits and administrative costs are paid directly from the University’s general assets.

**Plan Asset Distribution after Termination of the Plan:** Information concerning asset distribution after termination of the plan shall be made available by the Plan Administrator at no cost upon written request.

**Plan Benefits:** Benefits available under this plan are detailed in this SPD. You will need to refer to this SPD in order to determine the terms and conditions of your benefits under the plan, including any cost-sharing provisions, benefit maximums or other limits on benefits that apply to your coverage.

**Plan Amendment and Termination:** There are no vested rights to any benefits under this plan. We may at our discretion amend or terminate this plan or any benefits provided under the plan at any time.

**Governing Law:** To the extent not preempted by any other law, the plan will be governed by the law of Michigan.

**Additional SPDs:** This plan may also include additional SPDs for other benefit plans provided by the University for its employees.

**Agent for Service of Legal Process:** AVP Human Resources  
Grand Valley State University  
1090 James H. Zumberge Hall (1090 JHZ)  
Allendale, MI 49401

Service of legal process may also be made upon the Plan Administrator.

## SECTION 3. ELIGIBILITY

### **Retiree Eligibility.**

Official retirees of GVSU may purchase medical coverage in the GVSU Retiree Medical Plan until they turn 65. An Official retiree is an individual whose years of service at GVSU and age total a minimum of 75 at the time of retirement. The amount paid towards a retiree's medical coverage is based on years of service, with 25 years needed to be eligible for the maximum.

### **Dependent Eligibility.**

To be enrolled as a covered dependent a person must reside in the United States and meet the requirements in one of the categories as detailed below:

#### Dependent Spouse:

Your legal spouse who is a husband or wife of the opposite sex provided he or she is not covered as an employee or retiree under this plan. For purposes of eligibility under this plan, a legal spouse does not include a common-law marriage spouse, even if such partnership is recognized as a legal marriage in the state in which the couple resides. An eligible dependent does not include an individual from whom you have obtained a legal separation or divorce. Documentation on a covered person's marital status may be required by the Plan Administrator.

If both spouses are retirees or employees of the University, the dependent children may be covered by one spouse, but not both.

#### Household Member (Domestic Partner):

Your household member, so long as he or she meets the definition of household member as stated in the *Definitions* section of this plan, and the person is not covered as a retiree under this plan. When a person no longer meets the definition of household member, that person no longer qualifies as your dependent.

#### Dependent Child:

A dependent child that resides in the United States until the child reaches the end of the month of his or her 26th birthday or to his or her 27th birthday if enrolled in a qualified course of study. The term "child" includes the following dependents:

- A natural biological child;
- A step child;
- A legally adopted child or a child legally placed for adoption as granted by action of a federal, state or local governmental agency responsible for adoption administration or a court of law if the child has not attained age 26 as of the date of such placement;
- A child under your (or your spouse's or household member's) legal guardianship as ordered by a court;
- A child who is considered an alternate recipient under a Qualified Medical Child Support Order (QMCSO);
- A child of a household member.

A dependent does not include the following:

- A foster child;
- A grandchild;
- Any other relative or individual unless explicitly covered by this plan;
- A dependent child if the child is covered as a dependent of another employee or retiree at this University.

### Court Appointed Guardianship:

Special rules apply to a child for whom the retiree or the retiree's spouse is the court-appointed permanent or limited guardian. The child may be enrolled from the moment he or she is in your physical custody. We will not cover any expenses incurred for the child's care before he or she is in your physical custody. "Physical custody" means that the child is legally and physically placed in your home. If we ask for proof that the child meets the above requirements, you must give us acceptable proof, such as a court order, within 31 days. The child is eligible for coverage until the end of the day on which he or she turns 18 years of age or no longer meets the eligibility requirement of this provision.

### Physically or Mentally Incapacitated – Over Age 26:

We will continue to provide coverage for the retiree's and the retiree's spouse's unmarried and incapacitated dependent child past age 26. A dependent is incapacitated if all of the following apply:

- The dependent is the child of the retiree or the retiree's spouse;
- The dependent is not capable of self-sustaining employment and unable to independently socialize without assistance because of a mental or physical disability that is incapacitating. Certain diagnoses, including but not limited to attention deficit disorder or depression, by themselves, are not evidence of incapacity. Learning disabilities or the inability to "hold a job" in the absence of mental retardation are not evidence of incapacity. Examples of diagnoses that may constitute an incapacitating condition include Down Syndrome and traumatic brain injury;
- The incapacity must have started before age 26; and
- The dependent relies on the retiree for more than half of his or her support, as determined under Section 152 of the Internal Revenue Code, as amended.

We must receive proof from you that the dependent is incapacitated within 31 days after the dependent reaches age 26 if the child is already covered or within 31 days of initial enrollment. After that, you must give us proof when we ask for it, from time to time, but not more often than once each year.

Coverage under this provision continues until the earliest of:

- The child ceasing to be a covered dependent of the retiree as defined in this plan; or
- The child's incapacity ends; or
- We do not receive satisfactory proof of the child's incapacity within 31 days of requesting such proof; or
- The dependent's coverage as a dependent ends for any reason other than reaching the maximum age for dependent children (such as marriage).

### Qualified Medical Child Support Orders.

A Qualified Medical Child Support Order ("QMCSO") is a court or administrative order that requires you to provide coverage for a child. A child will be enrolled in the plan under a QMCSO if you provide us with a copy of the QMCSO and the child is otherwise eligible for coverage as a covered dependent under the plan. If we receive a copy of the QMCSO but you do not enroll the child for coverage, the child may be enrolled by the Friend of the Court or by the child's other parent through the Friend of the Court. If you are not currently enrolled in the plan we reserve the right to enroll you in the plan in order to facilitate the addition of the child under the QMCSO. The child will be enrolled without regard to enrollment season restrictions.

Coverage for a child enrolled under the plan by a QMCSO will not be terminated unless (1) required contributions are not made as required by the plan; or (2) we receive written proof that the QMCSO is no longer in effect; or (3) we receive written proof that the child has or will have comparable coverage beginning on or before this plan's coverage is terminated; or (4) the child no longer meets the eligibility requirements of the plan, or (5) the child's coverage is terminated for cause.

A copy of our QMCSO procedures may be obtained from the Plan Administrator, free of charge.

**Right to Check a Dependent's Eligibility Status:** The plan reserves the right to check the eligibility status of a dependent at any time throughout the year. You and your dependent have a notice obligation to notify the plan should the dependent's eligibility status change throughout the plan year. Please notify your Human Resources Department regarding status changes.

**Important:** It is your responsibility to notify the Plan Sponsor within 60 days if your dependent no longer meets the criteria listed in this section. If, at any time, the dependent fails to meet the qualifications of totally disabled, the plan has the right to be reimbursed from the dependent or retiree for any medical claims paid by the plan during the period that the dependent did not qualify for extended coverage. Please refer to the *Continuation of Coverage* section in this document.

Retirees have the right to choose which eligible dependents are covered under the plan.

## **SECTION 4. ENROLLMENT**

This section describes how you become enrolled in the plan. You cannot re-enroll in the plan if your coverage has been terminated. Read the *Termination of Coverage* section of this SPD to learn more about termination.

The retiree must complete the enrollment process to enroll in the plan. The retiree must list every person being enrolled, and provide the requested information. This includes information about other insurance or health coverage any individual may have. Coverage is provided without regard to health status or medical need. If your coverage is effective retroactively, any services you received during that time are subject to the terms and provisions of this SPD.

### **Open Enrollment Period for Employees and Eligible Dependents.**

An “open enrollment period” is a time established by the University when eligible employees and their eligible dependents have the option to enroll in the plan or make changes to current plan coverage.

Each eligible retiree may enroll for coverage (or enroll any eligible dependents), or may change the level of coverage during the annual open enrollment period. The annual open enrollment period will typically be the last week in October to the first week in November. The University will provide eligible employees written notice prior to the start of an annual open enrollment period each plan year. If a retiree does not complete the enrollment process, the election for the prior plan year will be automatically continued.

### **Special Enrollment Periods.**

The University’s Health Care Plan for Retirees will comply with the special enrollment rights rules of HIPAA to the extent applicable.

### **Late Enrollment.**

If you did not enroll when newly eligible under this plan and you do not meet the requirements of a special enrollment period, you must wait to enroll during a later open enrollment period.

### **Notification of Change in Status.**

You must let us know about any changes that affect coverage under the plan by completing a change form and returning it to our designated person. You may also call the Benefit Administrator’s Customer Service Department or contact the Benefits Office by phone at (616) 331-2220 or by email at [healthandwellness@gvsu.edu](mailto:healthandwellness@gvsu.edu) regarding any changes. You must notify us of the following changes:

- Change of address;
- Change in covered dependent status (including divorce or the death of a spouse or covered dependent);
- Eligibility for Medicare, Medicaid and Children’s Special Healthcare Services; or
- Gain or loss of other health coverage.

These are just examples; you must let us know about any other change that affects coverage for any individual enrolled in this plan.

You must let us know about a change within 31 days after the change happens. If we discover the change at a later time, we will use the correct information to decide whether there is coverage, and any changes may be made retroactively to the time of the change.



## **SECTION 5. EFFECTIVE DATES OF COVERAGE**

### **General Rules.**

After you are enrolled as described in the *Enrollment* section of this SPD, and except as detailed below, your coverage will begin on the latest of:

- The effective date of the plan; or
- The first day of the calendar year following an open enrollment period, if you enroll during that open enrollment period; or
- The date you are first eligible under the *Eligibility* section of this SPD, if you are a newly eligible retiree or dependent; or
- The date of marriage or the date of a dependent's birth, adoption, or placement for adoption if you are eligible to enroll during a special enrollment period because of gaining a dependent; or
- The date a child is placed in your physical custody if coverage is being provided as a result of a QMCSO or court-appointed permanent or limited guardianship.

If your coverage is effective retroactively, any care you receive is subject to the terms of this SPD, including prior certification requirements or use of network providers.

### **Predecessor Plan.**

If you were a participant in a predecessor plan sponsored by us on the day before the effective date, and if you are otherwise eligible for coverage under this plan, you will automatically be a participant in this plan on the effective date. We may require you to complete a new enrollment form.

## **SECTION 6. TERMINATION OF COVERAGE**

### **Termination of Retirees.**

Coverage for retirees terminates on the earliest of:

- The date you first become enrolled in Medicare Part A or B; or
- The date you attain age 65; or
- The date you voluntarily terminate coverage; or
- The date you fail to make the required contribution for coverage.

You may not re-enroll for retiree coverage at a later time if the retiree coverage is terminated for any reason.

### **Termination of Dependents of Retirees.**

Coverage for the dependent spouse or child(ren) of retirees terminates on the earliest of:

- The date the retiree voluntarily discontinues coverage.
- The date the dependent spouse first becomes entitled to Medicare (Part A or B).
- The date the dependent spouse ceases to meet the eligibility requirements of the plan (other than because of the death of the retiree).
- The date the required contributions for coverage are not made.
- The date the dependent no longer meets the plan's eligibility requirements.

If the retiree's coverage terminates because the retiree becomes entitled to Medicare or dies before becoming entitled to Medicare, the surviving spouse may continue coverage until the earliest of (1) the spouse's entitlement to Medicare (Part A or B); or (2) coverage is voluntarily terminated; or (3) the required contributions for coverage are not paid. This extension of coverage terminates for dependent children on the later of the date the retiree's coverage ends or the date the spouse's coverage ends.

### **Termination For Cause.**

The Plan Administrator can terminate your coverage for cause. That can be done 30 days after the Plan Administrator notifies you if you fail to make any required participant contribution.

The Plan Administrator can terminate your coverage for cause immediately if you commit or attempt to commit fraud against the plan or Benefit Administrator or you are dishonest with the plan about some important or material matter. For example, we may terminate your coverage if:

- you provide wrong or misleading information that affects the coverage we provide to you and/or your covered dependents,
- you allow someone else to use your ID card or receive benefits in your place, or
- you enroll someone in this plan who is not eligible for coverage.

If your coverage is or will be terminated for cause, you may appeal this decision. (Read the *Appeals* section of this SPD to learn more about inquiries and appeals.) Your coverage will remain in place until a final decision is made, but only if your participant contributions are paid up to that time. If the final decision is in the plan's favor, your coverage can be terminated effective the date it would have stopped if you had not appealed the termination. If that happens, the plan will refund any participant contributions you paid for the time after the termination date, except that the plan will keep the cost of any covered services you received during that period.

Your coverage will not be terminated based on your health or your health care needs. Your coverage will not be terminated just because you used the plan's inquiry and appeal procedure to make a complaint.

If your coverage is terminated for any reason, the plan can collect from you the reasonable and customary charges for services that you have received, and the plan paid, after your coverage terminated, plus the plan's cost of recovering those charges (including attorney's fees).

Any termination of coverage for cause shall comply with the Patient Protection and Affordable Care Act.

## SECTION 7. CONTINUATION OF COVERAGE

### Continuation of Coverage under COBRA.

"COBRA" stands for the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, which was enacted to provide for continued coverage for eligible individuals ("Qualified Beneficiaries") who would otherwise lose coverage due to specific circumstances ("Qualifying Event"). COBRA applies to employers with 20 or more employees on at least 50% of the employer's typical business days during the prior calendar year.

Qualified Beneficiary. A "Qualified Beneficiary" is any person who is covered under this plan on the day before a COBRA Qualifying Event takes place (defined below) and loses coverage under the plan as a result of the Qualifying Event. A Qualified Beneficiary may be the covered spouse or dependent child of the retiree. A covered retiree may be a Qualified Beneficiary only in the event of a Bankruptcy Qualifying Event as described below.

A child who is born to or placed for adoption with a covered retiree during the COBRA coverage period is also a Qualified Beneficiary eligible for COBRA coverage from the date of birth or placement for adoption, so long as the Plan Administrator is notified of the birth or adoption within 30 days of the event.

Eligibility for COBRA Continuation Coverage. If your participation in the plan terminates because you have a Qualifying Event, you may continue coverage under COBRA for specific periods of time. A "Qualifying Event" happens when:

- (a) The retiree died; or
- (b) The retiree became divorced or legally separated; or
- (c) The retiree became entitled to Medicare; or
- (d) A dependent child loses eligibility as a covered dependent.

Type of Coverage. COBRA coverage will be the same as the coverage provided to plan participants who have not experienced a Qualifying Event. If coverage under the plan is changed for plan participants who have not experienced a Qualifying Event, COBRA coverage will be changed in the same manner.

Dependent Qualifying Event. COBRA continuation coverage will extend for up to 36 months for a Dependent Qualifying Event.

Bankruptcy Qualifying Event. In the case of a retiree or an individual who was a covered surviving spouse of a retiree on the day before a Bankruptcy Qualifying Event, coverage may continue until death and in the case of the spouse or covered dependent child of a retiree, 36 months after the death of the retiree.

Termination of COBRA. Your COBRA continuation coverage will terminate for any of the following reasons:

- The date you reach the end of the 36-month maximum coverage period; or
- The date we no longer offer a group health plan to any of our retirees; or
- The date as of which the premium for COBRA continuation coverage is not timely paid; or
- The date, after your election of COBRA, on which you first become covered under another group health plan. This does not apply during any time period the other group health plan contains any limitation or exclusion with regard to any pre-existing conditions, other than a limitation or exclusion which does not apply to the Qualified Beneficiary due to the Health Insurance Portability Act of 1996; or
- The date, after your election of COBRA, that you first become entitled to Part A or Part B of Medicare; or
- The date coverage is terminated for cause on the same basis that the plan terminates for cause the coverage of similarly situated nonqualified beneficiaries (for example, because of misrepresentation or fraud).

**COBRA Notice Requirements.** Your COBRA continuation coverage will be effective on the date your regular coverage was terminated only if you: (a) timely notify the Plan Administrator or its designee of an event permitting a dependent extension of participation as required below; (b) timely elect coverage under this section; and (c) timely pay all required participant contributions.

- *University Notice.* We will notify the Plan Administrator or its designee within 30 days of the death of a participant; the termination of a participant's employment; the reduction in hours of a participant's employment; or a participant becoming entitled to benefits under Medicare.
- *Participant Notice.* You must notify the Plan Administrator or its designee in writing of a divorce, legal separation, child ceasing to have covered dependent status within 60 days of the occurrence. If you do not make the required notifications in writing within the above time frames, COBRA continuation coverage will not be available. You must mail or hand-deliver the above notices to the Plan Administrator. If mailed, your notice must be post-marked no later than the deadline described above.
- *Plan Administrator Notice.* Within 14 days of receiving notice of a Qualifying Event, the Plan Administrator or its designee will send a COBRA election notice to each individual participant whose coverage would be terminated absent the COBRA continuation coverage right.
- *Participant Election.* You must elect COBRA continuation coverage within 60 days from either the date coverage would terminate, or the date that you are sent a COBRA election notice, whichever is later. If you do not elect coverage within the 60-day period, we will consider this to be a refusal of coverage. Each individual covered by the plan on the day before a Qualifying Event has an independent right to COBRA continuation coverage regardless of whether coverage is elected for any other family member.

**COBRA Premiums.** If you enroll for COBRA continuation coverage, you must pay the applicable premium for that coverage ("COBRA Premium"). The COBRA Premium will be equal to 102% of a reasonable estimate of the cost of providing participation for similarly situated beneficiaries. That cost will be determined based on IRS rules.

**Payment of COBRA Premiums.** If you enroll for COBRA continuation coverage, your initial COBRA Premium must be paid within 45 days from the date you elect coverage. The amount of the initial premium will be retroactive to the first day following the date your coverage would otherwise have terminated because of a Qualifying Event. Each additional COBRA Premium is due before the first day of each month of coverage. A COBRA Premium must be paid within 30 days after its due date (45 days for the initial COBRA Premium) or your COBRA continuation coverage rights will terminate. You are responsible to insure that your COBRA Premiums are paid timely. The termination will be effective as of the last day for which the plan received a COBRA Premium, and you will have no right to reinstatement. Payment of the premium is considered to have been made as of the date sent (typically the date postmarked by the Post Office on the mailing envelope).

**Reimbursement of Reasonable and Customary Charges.** If you are eligible for COBRA continuation coverage, and you receive services before you enroll for COBRA continuation coverage and before you pay the required COBRA Premium, you must pay for those services when provided. The plan will reimburse you the reasonable and customary charges for those services, minus any required copayments, if you enroll for COBRA continuation coverage within the required 60-day period, you timely pay the COBRA Premium, and you submit a claim for reimbursement of those charges.

**Address Changes:** To protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members.

### **Continued Coverage For Household Members.**

Household members do not qualify as qualified beneficiaries under federal COBRA law. Therefore, under federal law household members do not have the right to elect COBRA independently and separately from the eligible retiree.

However, this plan allows household members to elect to continue coverage under a "COBRA-like" extension, separately and independently of eligible employees, subject to the same terms and conditions as outlined for qualified beneficiaries under the COBRA law, when a qualifying event occurs.

### **No Conversion Option.**

This plan does not provide a conversion plan option.

## **SECTION 8. OBTAINING COVERED SERVICES – MEDICAL BENEFITS**

### **How the Plan Works.**

This plan is a Preferred Provider Organization (“PPO”) group health plan for your medical benefits. The plan provides a network of medical care providers (“network providers”) who have agreed to provide services for specified fees. Under the plan, you may choose to use either network or non-network providers for covered services (as described in the *Medical Benefits* section of this SPD), at the point in time when the covered services or supplies are desired. In order to receive network services, you are responsible to ensure that the provider participates in the network at the time the service is rendered.

As a participant in the plan you may obtain medical services directly from a network provider, allowing you to receive “network benefits”. You will be responsible for the deductibles, copayments or coinsurance amounts shown under the heading of “network benefits” in the *Schedule of Medical Benefits* in this SPD. Generally, network benefits will cost you less out-of-pocket than non-network benefits. If you receive services from a non-network provider you will receive “non-network benefits” (except as otherwise specified in this SPD). You will be responsible for the deductible, copayment and coinsurance amounts shown under the heading of “non-network benefits” in the *Schedule of Medical Benefits* of this SPD. At any time during your course of treatment, you have the option to return to a network provider for medical care. If you do, the plan will cover care by a network provider at the network benefit level.

To verify the current network status of network providers, contact the provider network number listed on your ID card or detailed on the *Schedule of Medical Benefits*. You are responsible for determining whether a provider is part of the network before receiving services. Unless otherwise specified in this SPD, benefits will be paid based on the network status of the provider as of the day that services are received.

Generally, you will have the lowest out-of-pocket amounts and the most cost savings with the network benefit option. The non-network benefit option typically involves a higher out-of-pocket expense. But the non-network benefits option allows you to choose any provider, anywhere, and at any time.

Participants who live outside the service area are only eligible for non-network benefits, unless they receive services provided by a network provider.

Certain services must be prior certified by the Benefit Administrator in order to be covered by the plan. If the Benefit Administrator does not prior certify a service or supply as described in this SPD, you may be responsible to pay the cost of that service or supply, or may be required to pay a penalty as described in the *Prior Certification* section of this SPD.

### **Network Providers.**

Network providers can provide your medical care, including your primary or routine health care and specialty care. A network provider can provide or coordinate services such as lab tests and x-rays, prescribe medicines or therapies, and arrange hospitalization. Only those services provided by a network provider will be covered as network benefits, except as this SPD says otherwise.

### **Termination of Providers' Participation.**

A network provider, or the Benefit Administrator, can terminate the provider's contract and you will need to change to a different network provider to maintain network benefits. We do not promise that you will be able to receive services from a specific network provider the whole time you are covered by this plan.

### **Referral Care.**

Your physician or another health professional may refer you to a provider who does not participate in the network. You are responsible to make sure each provider participates with the network before receiving services in order to receive the network benefit level.

## **A Second Medical Opinion.**

A second medical opinion from a specialist may be appropriate for certain health conditions and proposed surgeries. We will cover second medical opinions from physicians having skills and training substantially similar to those of the physician making the original treatment recommendation. Benefits for second opinion services will be based on the network status of the provider at the time of service. Any tests, procedures, treatments or surgeries recommended by the consulting provider must be performed by a network provider to receive benefits at the network benefits level.

Note: Sometimes a network provider might refer you for or suggest a service that the plan does not cover. The plan will not cover a service that would not be covered otherwise just because a network provider referred you or suggested the service.

## **Review of Health Care Services and Supplies.**

The Benefit Administrator can review services and supplies that health professionals recommend or provide to decide whether those services and supplies are covered under this plan. If the Benefit Administrator decides that the services and supplies are not covered, the Benefit Administrator will let you know. If you disagree with the decision and want that decision to be reviewed, you must follow the procedures described in the *Appeals* section of this SPD.

## **PriorityRewards.**

**PriorityRewards** is group wellness coverage designed to help you shop smart and stay healthy.

If it is medically/clinically necessary for you to receive any of the services included on the Procedure List, use the Cost Estimator Tool to shop for care. In addition to helping you find low cost care, the Cost Estimator Tool will also present you with educational materials about the elective procedure or service you are searching for, tips for a successful recovery, potential alternatives, and more. If you use the Cost Estimator Tool to shop prior to obtaining services and receive the service at a facility that charges a Fair Market Price or below Fair market Price, you will earn a reward.

As a participant of **PriorityRewards**, you have access to a Procedure List and Cost Estimator Tool by visiting [priorityhealth.com](http://priorityhealth.com). If you are not sure if you are enrolled in **PriorityRewards**, please contact Priority Health's Customer Service department at **888 389-6645**.

### **A. Definitions**

The following definitions apply to the provisions of **PriorityRewards** only.

**Fair Market Price.** The amount specified on the Cost Estimator Tool as the amount an informed shopper should be expected to pay, taking into account the range of prices charged all across a geographic region.

**At or below Fair Market Price Provider or Facility.** A provider or facility who charges a Fair Market Price (as specified on the Cost Estimator Tool) while also maintaining high quality standards.

**Procedure List.** A short list of services that, when performed at a facility that is at or below fair price may qualify you for a reward. This list is available at [priorityhealth.com](http://priorityhealth.com) or by calling Priority Health's Customer Service department at **888 389-6645**. The list may change periodically.

**Cost Estimator Tool.** An interactive web tool that allows you to look up any of the services included on the Procedure List, compare the cost of facilities where these services are performed in your area, and learn more about the procedure or service you are about to undergo.

**Above Fair Market Price Provider or Facility.** A provider or facility who charges more than the Fair Market Price (as specified on the Cost Estimator Tool) for covered services included on the Procedure List.

## B. Earning and Using Rewards

To receive a reward after obtaining any of the services included on the Procedures List, you **must** complete the following steps:

1. Use the Cost Estimator Tool, available at [priorityhealth.com](http://priorityhealth.com) to find providers in your area who have been designated as at or below fair price.
2. Obtain the needed service from any one of those at or below Fair Market Price Providers or facilities.

Once you've earned your first reward, a reward card will be issued to you. For each reward you earn thereafter, the Benefit Administrator will issue you a new reward credit.

Only the covered services included on the Procedure List, will qualify you for rewards. Any covered services that are not included on the Procedure List will not be subject to the rewards.

Services that are received during a medical emergency or when urgent care is needed are not subject to the provisions of **Priority**Rewards. All medical emergency and urgent care services shall be covered according to the terms and conditions stated in the Plan and in the *Schedule of Benefits* and will not be eligible for a reward.

### Additional Information.

The Benefit Administrator will provide you with the following information when you request it by calling or writing their Customer Service Department:

- The current network status of providers.
- The professional credentials of Priority Health network participating providers. This includes, but is not limited to, participating providers who are board certified in the specialty of pain medicine and the evaluation and treatment of chronic or acute pain.
- The type of financial relationship between the provider network and the Benefit or Plan Administrator.
- Any prior certification requirements and any limitations, restrictions or exclusions on services, benefits or providers.
- Clinical review criteria the Benefit Administrator uses to determine whether services or supplies are medically/clinically necessary in a particular situation.
- Information on how new technology is evaluated for coverage under the plan.

You may request this information by calling or writing to the Benefit Administrator's Customer Service Department at the phone numbers or address below:

Priority Health Managed Benefits, Inc.  
Customer Service Department, MS 2165  
P.O. Box 232  
Grand Rapids, MI 49501-0232  
**(616) 956-1954 or (800) 956-1954**

or use the Benefit Administrator's secure e-mail form in the member center on their website [priorityhealth.com](http://priorityhealth.com).

## **SECTION 9. PRIOR CERTIFICATION – MEDICAL BENEFITS**

Some services and supplies require prior certification by the Benefit Administrator in order to be covered under this plan. The complete and detailed list of these services is available by calling the Benefit Administrator's Customer Service Department or on their website at [priorityhealth.com](http://priorityhealth.com). This list may change as new technology and standards of care emerge.

Below are the general categories of services and supplies that require prior certification by the Benefit Administrator:

- All inpatient services (including inpatient hospice services, inpatient mental health services and inpatient substance abuse services).
- Durable medical equipment over \$1,000.00 and all rentals.
- Prosthetics and orthotics over \$1,000.00, and all shoe inserts.
- Stimulation therapy and devices, such as for bone growth and nerve stimulation.
- High-tech radiology examinations, including but not limited to: positron-emission tomography (PET) scans, magnetic resonance imaging (MRI), computed tomography (CT scans) and nuclear cardiology studies.
- Selected injectable drugs.
- Home health care, including home infusion services and intermittent skilled services.
- Supplemental feedings administered via tube or IV.
- Transplant and evaluations for transplant.
- Genetic testing.
- Clinical trials (all stages) for cancer or a life-threatening illness/condition.
- Pain management services.
- All surgical treatment for morbid obesity.
- Additional items as outlined on the Priority Health website.

Other services may be prior certified by you or your provider in order to determine medical/clinical necessity prior to treatment. Prior certification is not a guarantee of coverage or a final determination of benefits available under this plan.

### **When Prior Certification Must be Obtained for Inpatient or Facility Admissions.**

- For non-emergency admissions at least five working days before a non-medical emergency admission or procedure, including transplants, and certain outpatient services.
- For emergency admissions as soon as reasonably possible after the time of the admission.
- We encourage you to notify the Benefit Administrator at least 60 days before your due date for delivery in a hospital to enable them to assist you at that time, however, prior certification is not required for hospital stays for a mother and her newborn of up to 48 hours following a vaginal delivery and 96 hours following a cesarean section.

### **Review of Health Care Services and Supplies.**

If required prior certification is not obtained, the Benefit Administrator will review the claim after you receive the services. If it is determined that the care received was medically/clinically necessary and appropriate, the care will be covered and a penalty may be applied. If it is determined that the care received was not medically/clinically necessary and appropriate, the charges will not be covered.

### **Reevaluation of Decision on Prior Certification – Inpatient Facilities.**

At any time, you or your physician may ask the Benefit Administrator to reevaluate its decision on prior certification, or to extend the number of days of hospital confinement considered medically/clinically necessary for the treatment of a condition. If the hospital confinement extends beyond the number of prior certified days, the additional days will not be covered unless the extension of days is medically/clinically necessary and the Benefit Administrator has prior certified the extension before the extension begins.



**Imposition of Non-Notification Penalty.**

If required prior certification is not obtained before you receive services, or if prior certification is obtained and not followed, a penalty may be imposed, reducing your benefits as shown in the *Schedule of Medical Benefits*. Such a penalty will not be applied to the maximum annual out-of-pocket expense. Benefits will be reduced even if the maximum annual out-of-pocket expense has been reached.

**Prior Certification Numbers.**

To obtain prior certification you or your provider must call the Benefit Administrator at **(800) 269-1260**. If you are receiving intensive treatment for mental health services, including inpatient hospitalization and partial hospitalization, you must notify the Benefit Administrator's Behavioral Health Department as soon as possible for assistance. Call the Benefit Administrator's Behavioral Health department at **(616) 464-8500** or **(800) 673-8043** for assistance.

**Case Management Services.**

Alternate methods of treatment may be determined by the Benefit Administrator to be medically/clinically necessary and less expensive than the other courses of medical care or treatment normally covered under the plan. The plan will cover the approved services for alternate methods of medical care or treatment not otherwise listed as covered benefits (or a provider of medical treatment who is not listed as a covered provider).

This is a voluntary service. There are no reductions of benefits or penalties if the participant does not agree to the proposed treatment plan.

## SECTION 10. MEDICAL BENEFITS

### Network Benefits.

You are entitled to coverage for the benefits described below when those services meet the following criteria:

- Medically/clinically necessary (as defined in this SPD and according to the Medical and Behavioral Health policies established by the Benefit Administrator with the input of physicians not employed by the Benefit Administrator or according to criteria developed by reputable external sources and adopted by the Benefit Administrator); or
- Routine or preventive care as described in this SPD; and
- Provided by a network provider, (or as otherwise detailed by this SPD); and
- Prior certified by the Benefit Administrator when prior certification is considered necessary; and
- Not excluded or limited elsewhere in this SPD. You should carefully review the rest of this SPD for more information about the extent of your coverage.

If a covered participant receives services at a network facility, any eligible radiology, anesthesiology, pathology, emergency, special diagnostic services, evaluation and management services (during inpatient or observation care only), or any other ancillary physician charges that are related to these services will be paid at the network benefit level. Benefits for provider types other than those listed will be paid based on the provider's network status at the time of service.

You are responsible for those deductibles, copayments or coinsurance amounts listed in the *Schedule of Medical Benefits*, and you have coverage up to the maximum individual benefit listed in the *Schedule of Medical Benefits*.

Participants are responsible for determining whether a provider is part of the network before receiving services. Unless otherwise specified in this SPD, benefits will be paid based on the network status of the provider as of the day that services are received. To verify the current network status of a provider, contact the provider network number listed on your ID card or detailed in the *Schedule of Medical Benefits*.

### Out-of-Area Network Benefits.

Out-of-Area Network Benefits apply to services provided by a PHCS or Multiplan provider when medical care is needed while traveling or living outside the Priority Health network service area. Benefits will be paid at the network level. For a current PHCS/Multiplan provider listing, please contact PHCS/Multiplan at (888) 785-7427 or check the listing online at [multiplan.com](http://multiplan.com). Claims for these out-of-area network benefits may be submitted to Priority Health.

For participants that live in the Lansing area, in addition to the Priority Health network, you have network coverage by First Health providers, contact them at (800) 884-8822 or visit them on the internet at [myfirsthealth.com](http://myfirsthealth.com).

### Non-Network Benefits.

We will cover the services described below when those services are:

- Medically/clinically necessary (as defined in this SPD and according to the Medical and Behavioral Health policies established by the Benefit Administrator with the input of physicians not employed by the Benefit Administrator or according to criteria developed by reputable external sources and adopted by the Benefit Administrator); or
- Routine or preventive care as described in this SPD; and
- Ordered or performed under the supervision of a physician or health professional; and
- Approved in advance by the Benefit Administrator when prior certification is considered necessary; and
- Not excluded or limited elsewhere in this SPD. You should carefully review the rest of this SPD for more information about the extent of your coverage.

You are responsible for (1) those copayments, coinsurance and all deductibles listed in the *Schedule of Medical Benefits* attached to this SPD, and (2) any amount over the reasonable and customary charge as defined in the *Definitions* section of this SPD. You have coverage up to the maximum individual benefit listed in the *Schedule of Medical Benefits*.

**Medical Benefits.**

**Abortions (Elective).**

**Allergy Services.** Allergy testing, evaluations and injections, including serum costs. See the *General Exclusions From Coverage* section of this SPD for specific allergy tests that are not covered.

**Ambulance Services.** “Ambulance” includes a motor vehicle or rotary aircraft that is primarily used or designated as available to provide transportation and basic life support, limited advanced life support or advanced life support.

In a medical emergency, we will cover ambulance service to the nearest medical facility that can provide medical emergency care; and ambulance transfers between facilities that are approved by the Benefit Administrator as medically/clinically necessary.

**Ambulatory Surgical Services and Supplies.** Outpatient services and supplies furnished by a surgery center along with a covered surgical procedure on the day of the procedure.

**Aquatic Therapy.** See Rehabilitative Medicine Services.

**Autism Spectrum Disorder Treatment.** Autism Spectrum Disorder treatment includes coverage for diagnosis of Autistic Disorder, Other Specified Pervasive Development Disorder, and Other Pervasive Development Disorders (Asperger’s Disorder, Rhett’s Disorder).

Coverage is provided for outpatient treatment of Autism Spectrum Disorder when performed by an approved facility or agency. Prior Approval is required by your Benefit Administrator. Call their Behavioral Health Department at **(616) 464-8500** or **(800) 673-8043** for assistance.

Coverage is available for children and adolescents through the age of 18 and includes the following:

- (a) Multidisciplinary evaluation and assessment.
- (b) Individualized Treatment Plan.
- (c) Applied Behavior Analysis treatment of Autism Spectrum Disorder provided by an approved program.
- (d) Habilitation therapies, including physical, occupational and speech therapy.
- (e) Medication management.

Coverage Limitations: Covered services for Autism Spectrum Disorder under this plan:

- (a) must be medically/clinically necessary as determined in accordance with the Benefit Administrator’s medical policies; and
- (b) will be considered when performed by an approved facility or agency along with other criteria set forth in the Benefit Administrator’s medical policies; and
- (c) is limited to specific treatments outlined in the Benefit Administrator’s medical policies.

**Breast Pumps.** See the Preventive Health Care Services.

**Breast Reductions.** Covered when determined to be medically/necessary.

**Cancer Therapy Drugs.** Drugs for cancer therapy and the reasonable cost of administering them are covered regardless of whether the federal Food and Drug Administration (FDA) has approved the cancer drugs to be used for the type of tumor for which the drugs are being used. Certain drugs may not be covered if a majority of experts believe that further studies or clinical trials are needed to determine the toxicity, safety or efficacy of the drugs. Limitations apply.

Routine patient costs in connection with approved clinical trials (all stages) for cancer or a life-threatening illness/condition may be covered if approved in advance by the Benefits Administrator.

**Cardiac Pulmonary Rehabilitation.** See Rehabilitative Medicine Services.

**Cardiac Rehabilitation.** See Rehabilitative Medicine Services.

**Cataract or Aphakia Surgery.** Includes protective lenses following such procedure.

**Certain Surgeries and Treatments.** Surgeries and treatments are covered as listed in the *Schedule of Medical Benefits* and only when medically/clinically necessary according to the criteria set forth in applicable medical policies.

**Chiropractic Services.** Services provided by a chiropractor relating to the manual manipulation and care of the spine. This includes office visits, pre-manipulation assessments, spinal manipulations, massage therapy and x-rays. Support devices or nutritional supplements or vitamins provided or recommended by a chiropractor are not covered.

**Cleft Palate.** See Oral Surgery.

**Clinical Trials.** “Qualified Individuals” are covered if they participate in an “approved clinical trial.” If one or more network providers are participating in a clinical trial, nothing shall be construed as preventing a plan or issuer from requiring that a qualified individual participate in the trial through such a network provider if the provider will accept the individual as a participant in the trial.

You are considered to be a qualified individual if you meet the following conditions:

- (a) You are eligible to participate in an approved clinical trial according to the trial protocol with respect to treatment of cancer or other life-threatening disease or condition.
- (b) Either—
  - (i.) the referring health professional is a network provider and has concluded that your participation in such trial would be appropriate based upon you meeting the conditions described in paragraph (a); or
  - (ii.) you or the referring health care provider provides medical and scientific information establishing that your participation in such trial would be appropriate based upon you meeting the conditions described in paragraph (a).

An “approved clinical trial” means a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition and is described in any of the following subparagraphs:

- (a) Federally funded trials.— The study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:
  - (i.) The National Institutes of Health.
  - (ii.) The Centers for Disease Control and Prevention.
  - (iii.) The Agency for Health Care Research and Quality.
  - (iv.) The Centers for Medicare & Medicaid Services.
  - (v.) Cooperative group or center of any of the entities described in clauses (i) through (iv) or the Department of Defense or the Department of Veterans Affairs.
  - (vi.) A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
  - (vii.) Any of the following if the conditions described in paragraph (2) are met:
    - i. The Department of Veterans Affairs.
    - ii. The Department of Defense.
    - iii. The Department of Energy.
- (b) The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration.
- (c) The study or investigation is a drug trial that is exempt from having such an investigational new drug application.

Routine patient costs in connection with approved clinical trials (all stages) for cancer or a life-threatening illness/condition may be covered if approved in advance by the Benefits Administrator.

**Congenital Heart Disease:** If a covered person is being treated for congenital heart disease, and chooses to obtain the treatment at an approved facility, the plan will provide the same housing and travel benefits that are outlined in the Transplant benefits section.

**Contraceptives:** This medical plan provides benefits for contraceptives that require a physician to administer, such as a hormone shot or insert a device will be processed under the Preventive Health Care Services in this SPD.

**Cornea Transplants.**

**Dental Hospitalization.** Facility, ancillary and anesthesia services may be covered for pediatric participants under the age of 18 as follows:

- Multiple extractions or multiple restorations for children under the age of seven;
- A total of six or more teeth are extracted in various quadrants;
- There are dental treatment needs for which local anesthesia is ineffective because of acute infection, anatomic variation or allergy;
- Extensive oral-facial and/or dental trauma for which treatment under local anesthesia would be ineffective or compromised;
- A patient has a serious medical condition that may interfere with routine dental work;
- Medical services that are medically necessary such as suturing of lacerations required in connection of an accident.

Facility, ancillary and anesthesia services for adults requires prior certification from the Benefit Administrator. Removal of sound natural teeth required in preparation for other medical procedures shall also be covered.

**Diabetic Services and Supplies.** The following services and supplies are covered for participants with diabetes:

- Blood glucose monitors and diabetes test strips;
- Syringes and lancets;
- Diabetes educational classes to insure that persons with diabetes are trained to the proper self-management and treatment of their diabetic condition;
- Certain diabetic supplies such as syringes, needles, lancets, blood glucose test strips and inhaler assist devices. These supplies may also be purchased at a participating pharmacy.
- Insulin pumps may be covered under the DME benefit;
- Shoe inserts if for peripheral neuropathy, including diabetic neuropathy; and
- Special shoes prescribed for a person with diabetes when medically/clinically necessary according to the criteria set forth in the medical policies of the Benefit Administrator.

These supplies may be purchased at a participating Durable Medical Equipment (DME) provider and your DME benefit will apply as listed in the *Schedule of Medical Benefits* of this plan.

**Dialysis.** Charges for dialysis treatment of acute renal failure or chronic irreversible renal insufficiency for the removal of waste materials from the body, including hemodialysis and peritoneal dialysis. This also includes use of equipment or supplies.

**Dietitian Services.** Consultations with a dietitian, upon referral from your treating physician. See Priority Health's preventive health guidelines for additional dietitian services covered under the preventive health care services.

**Durable Medical Equipment.** "Durable Medical Equipment" (DME) is equipment intended for repeated use in order to serve a medical need, is generally not useful to a person in the absence of an illness or injury, and is appropriate for use in the home. Examples of covered DME are manual wheelchair, CPAP machines and glucose monitoring devices. DME over \$1,000 must be approved in advance by the Benefit Administrator. For a complete list of covered DME, go to [priorityhealth.com](http://priorityhealth.com) or call the Benefit Administrator's Customer Service Department.

Note: Certain devices and supplies are covered under the Preventive Health Care Services benefits of this plan. Priority Health's Preventive Health Care Guidelines are available in the member center on the Benefit Administrator's website at [priorityhealth.com](http://priorityhealth.com) or you may request a copy from the Benefit Administrator's Customer Service Department.

Covered services include:

- DME prescribed by a physician or health professional.
- Repair or replacement, fitting and adjustment of covered DME needed as the result of normal use, body growth or body change.
- Training or education on the use of DME.
- Disposable supplies necessary for the proper functioning or application of the DME.
- Inhaler assist devices and some diabetic supplies such as syringes, needles, lancets and blood glucose test strips are covered as a DME benefit.
- Shoe inserts for peripheral neuropathy, including diabetic neuropathy.
- Specialty shoes when medically necessary as determined by the Benefit Administrator.

### Coverage Limitations:

- Coverage is for standard durable medical equipment only. Equipment must be appropriate for home use.
- Coverage is limited to one piece of same-use equipment. We may substitute one type or brand of DME for another when the items are comparable in meeting your medical needs. Wheelchair coverage is generally limited to a manually operated wheelchair unless another model is prior approved by the Benefit Administrator.
- DME may be rented, purchased or repaired. The decision to rent, purchase, repair or replace DME is at the Benefit Administrator's discretion. We may limit replacement of DME to the expected life of the equipment.

**Education Services.** Education used to manage chronic disease states such as diabetes or asthma and for maternity classes at an approved maternity education program.

**Emergency Care Services.** A medical emergency is the sudden onset of a medical condition with signs and symptoms of sufficient severity, including severe pain, that the absence of immediate medical attention could reasonably be expected to result in serious jeopardy to the individual's health, serious impairment of bodily functions or serious dysfunction of any bodily organ or part. The following are covered services:

- Facility and Provider Services. Services and supplies that you receive for any condition that the Benefit Administrator, following its review of the claim and other information, determines to have been a medical emergency at the time.
- Follow-Up Care. Services you receive from a provider because of a medical emergency after the medical emergency has ended.

If you use an emergency facility for non-emergent or routine care, you will be responsible for the cost of that care. If you are confined in a hospital after a medical emergency, you (or someone on your behalf) must let the Benefit Administrator know about your confinement as soon as it is reasonably possible to provide that notice. If you are receiving intensive treatment for mental health services, including inpatient hospitalization and partial hospitalization, you must notify the Benefit Administrator's Behavioral Health Department as soon as possible for assistance. Call the Benefit Administrator's Behavioral Health department at (616) 464-8500 or (800) 673-8043 for assistance.

**Eye Care.** Treatment of medical conditions and diseases of the eye. Contacts or glasses that are medically/clinically necessary as determined by the Benefit Administrator are covered. See the *General Exclusions From Coverage* section of this SPD for vision services that are not covered.

**Family Planning and Reproductive Services.** The following are covered services for each participant even if they are not provided in connection with the diagnosis and treatment of an illness or injury:

- Diagnostic, counseling, and planning services for treatment of the underlying cause of infertility. Examples of covered services include, among other things, sperm count, endometrial biopsy, hysterosalpingography, and diagnostic laparoscopy.
- Advice on contraception and family planning, including childbirth education.
- Certain genetic counseling, testing and screening services when approved in advance by the Benefit Administrator and medically necessary.
- Sterilization procedures such as tubal ligations, tubal obstructive procedures and vasectomy. Vasectomy is covered when performed in a physician's office or when performed in connection with another covered inpatient or outpatient surgery. Sterilization procedures for women are covered under Preventive Health Care Services benefits as described in this plan. Priority Health's Preventive Health Care Guidelines are available in the member center on the Benefit Administrator's website at [priorityhealth.com](http://priorityhealth.com) or you may request a copy from the Benefit Administrator's Customer Service Department.

Infertility treatment and services are not covered except as specifically detailed in this SPD.

### **Food, Supplements and Formula.**

- Supplemental feedings administered via tube. This type of nutrition therapy is also known as enteral feeding. Formulas intended for this type of feeding as well as supplies, equipment, and accessories needed to administer this type of nutrition therapy are covered.
- Supplemental feedings administered via an IV. This type of nutrition therapy is also known as parenteral nutrition. Nutrients, supplies and equipment needed to administer this type of nutrition are covered.

**Foot Care (Podiatry).** Care that is recommended by a physician as a result of infection. The following charges for foot care will also be covered:

- Treatment of any condition resulting from weak, strained, flat, unstable or unbalanced feet, when surgery is performed.
- Treatment of corns, calluses and toenails when at least part of the nail root is removed or when needed to treat a metabolic or peripheral vascular disease.
- Physician office visit for diagnosis of bunions. Treatment of bunions when an open cutting operation or arthroscopy is performed.

**Genetic Counseling and Testing.** See Family Planning and Reproductive Services benefits.

**Hearing Services.** This includes the following:

- Exams, tests, services and supplies to diagnose and treat a medical condition.
- Purchase or fitting of hearing aids.

**High-Tech Radiology Examinations.** This includes, but is not limited to positron-emission tomography (PET) scans, magnetic resonance imaging (MRI), computed tomography (CT scans) and nuclear cardiology studies.

**Home Health Care.** Intermittent skilled services furnished in the home by a physical therapist, occupational therapist, respiratory therapist, speech therapist, licensed practical nurse or registered nurse.

Home Health Care is covered when you are:

- confined to the home,
- under the care of a physician,
- receiving services under a plan of care established and periodically reviewed by a physician, and
- in need of intermittent skilled nursing care or physical, speech, or occupational therapy.

Custodial care is not covered, even if you receive home health care or skilled nursing services at the same time you receive custodial care.

**Hospice Care.** The following hospice care services, provided as part of an established hospice care program, are covered when your physician informs the Benefit Administrator that your condition is terminal and hospice care would be appropriate:

- Inpatient Hospice Care. Short-term inpatient care in a licensed hospice facility is covered when skilled nursing services are required and cannot be provided in other settings. Prior certification for inpatient hospice care is required.
- Outpatient Hospice Care. Outpatient care is covered when skilled nursing services by a registered nurse or a licensed practical nurse are required or when medical social services under the direction of a physician are required. Outpatient hospice care is any care provided in a setting other than a licensed hospice facility. Hospice care provided while you are in a hospital or skilled nursing facility is considered outpatient hospice care.
- Respite. Respite care in a facility setting is covered as outlined in the Benefit Administrator's medical policies.
- Bereavement Counseling. Benefits are payable for bereavement counseling services which are received by a covered person's close relative when directly connected to the covered person's death and bundled with other hospice charges. Counseling services must be given by a licensed social worker, licensed pastoral counselor, psychologist or psychiatrist.

Hospice care services are limited to treatment, services or supplies otherwise described in this *Medical Benefits* section of this SPD.

## **Hospital and Longterm Acute Care.**

- Hospital Inpatient Care. Hospital and longterm acute inpatient services and supplies including services performed by physicians and health professionals, room and board, general nursing care, drugs administered while you are confined as an inpatient, and related services and supplies. Non-emergency inpatient hospital stays must be approved in advance by the Benefit Administrator.  
Note: Inpatient Hospital stays for a mother and her newborn of up to 48 hours following a vaginal delivery and 96 hours following a cesarean section do not require prior certification.
- Hospital Outpatient Care. Hospital services and supplies listed under hospital inpatient care above that you receive on an outpatient basis. Hospital observation care received after an emergency room visit is considered hospital outpatient care.

**Infant Formula.** Covered when administered through a tube as the sole source of nutrition for the covered person.

**Injectable and Infusible Drugs.** Coverage for injectable and infusible drugs administered in an inpatient or emergency setting; and injectable and infusible drugs requiring administration by a health professional in a medical office, home or outpatient facility. We may require selected specialty drugs be obtained by your provider through a specialty pharmacy. Note: Coverage for specialty drugs authorized by CVS CareMark but administered in a physician's office (covered under the plan as a medical benefit) are to be coordinated between CVS and the medical plan for coverage.

**Massage Therapy.** See Chiropractic Services and Rehabilitative Medicine Services.

**Maternity and Newborn Care.** In accordance with the Newborns' and Mothers' Health Protection Act of 1996, this plan does not restrict benefits for a hospital length of stay in connection with childbirth for the mother and newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. The mother and newborn have the right to an inpatient stay of no less than 48 hours following a normal vaginal delivery or no less than 96 hours following a cesarean section. If delivery occurs in the hospital, The hospital length of stay for the mother or newborn begins at the time of delivery (or in the case of multiple births, at the time of the last delivery). If delivery occurs outside a hospital, the hospital length of stay begins at the time the mother or newborn is admitted as a hospital inpatient in connection with childbirth. The determination of whether an admission is in connection with childbirth is a medical decision to be made by the attending provider.

The following are covered services:

- Hospital and Provider Services. Services and supplies furnished by a hospital or health professional for prenatal care including genetic testing, postnatal care, hospital delivery, and care for the complications of pregnancy.
- Newborn Child Care. Services and supplies furnished by a hospital or health professional for inpatient care for a newborn child from the date of birth until the discharge of the newborn. Routine inpatient care provided for the healthy newborn will be covered as though the mother had incurred those services. If the mother does not elect to add coverage for the healthy newborn under her employer's plan, the healthy newborn expenses may be covered under this plan, provided our retiree has properly enrolled the newborn within 31 days after the child is born to this plan. The *Enrollment* section of this SPD explains the required enrollment procedures.
- Home Care Services. Telephone assessment and home visits by a registered nurse shortly after the date of the mother's discharge for evaluation of the mother, newborn and family. These services are only available if you are discharged within the guidelines of the HealthyEncounters<sup>SM</sup>-Maternity Care program, Priority Health's short-term stay maternity program, or if your provider identifies a medical need.
- Maternity Education Programs.
- Complications of a Pregnancy. Complications of a pregnancy, as defined in the *Definition* section of this plan, are covered as any other illness under the terms and conditions of this plan.

Maternity care benefits will be extended to all females covered on the plan. If a dependent child becomes pregnant, benefits will extend to the mother only. For coverage to extend to the newborn (grandchild), the retiree must assume legal guardianship of the newborn.

**Medical Supplies.** Medical supplies that are received during inpatient or in connection with a home health visit are covered at the benefit level detailed in this SPD. Some medical supplies are covered under your Durable Medical Equipment benefits, including such supplies as catheters, syringes, ostomy supplies, feeding tubes and lancets. See the *General Exclusions from Coverage* section of this SPD for information on medical supplies that are not covered.



**Mental Health Services.** This plan covers evaluation, consultation and treatment necessary to determine a diagnosis and treatment plan for both acute and chronic mental health conditions. Both crisis intervention and solution-focused treatment are covered. Covered services must be:

- provided by one of the following:
  - A United States board eligible or board certified psychiatrist licensed in the state where the treatment is provided.
  - A therapist with a Ph.D. or master's degree that denotes a specialty in psychiatry (Psy.D.).
  - A state licensed psychologist.
  - A state licensed or certified Social Worker practicing within the scope of his or her license or certification.
  - Licensed Professional Counselor.
  - Nurse Practitioner.
  - If outside of the United States, outpatient services must be provided by an individual who has received a diploma from a medical school recognized by the government agency in the country where the medical school is located. The attending physician must meet the requirements, if any, set out by the foreign government or regionally recognized licensing body for treatment of Mental Health Disorders.
- provided in licensed behavioral health treatment facilities; and
- clinically proven to work for your condition.

Mental health services are available in a variety of settings. You may be treated as an inpatient or as an outpatient depending on your particular condition. Services will generally be provided in the least restrictive place that will allow for the best results for any particular condition. If you don't know where to go for treatment, call the Benefit Administrator's Behavioral Health Department at **616 464-8500** or **800 673-8043** to speak with a trained clinician who can assist you. Covered treatment settings include:

- Acute Inpatient Hospitalization. This is the most intensive level of care. Prior certification from the Benefit Administrator's Behavioral Health department is required for inpatient services except in a medical emergency. Upon discharge, you will be referred to a less intensive level of care.
- Residential Treatment. This is 24-hour confinement in a subacute residential setting (as defined above) licensed by the state with structured, licensed health care professionals accessible 24 hours a day and 7 days a week. A licensed foster-care facility serving as your residence is not covered and does not meet the definition of "Residential Treatment".
- Partial Hospitalization. This is a non-residential level of service that is similar in intensity to acute inpatient hospitalization. You are generally in treatment for more than four hours but less than eight hours daily. Prior certification from the Benefit Administrator's Behavioral Health department is required for partial hospitalization services.
- Intensive Outpatient Treatment. This is outpatient treatment that is provided with more frequency and intensity than routine outpatient treatment. You are generally in treatment for up to four hours per day, and up to five days per week. You may be treated individually, as a family or in a group.
- Outpatient Treatment. This is the least intensive, and most common type of service. It is provided in an office setting, generally from 45-50 minutes (for individuals) to 90 minutes (for group therapies) per day by a licensed behavioral health professional.

Coverage Limitations: The following coverage limitations apply with respect to certain conditions:

- Eating disorders, and feeding disorders of infancy or childhood, are covered at all levels of care described above based on the Benefit Administrator's medical and behavioral health policies.
- Personality disorders are covered only for specific psychological testing to clarify the diagnosis.
- Organic brain disorders are covered for initial evaluation to clarify the diagnosis and for follow-up psychiatric medication management. Inpatient services for participants with organic brain disorders, such as closed head injuries, Alzheimer's and other forms of dementia, are covered based on the Benefit Administrator's medical and behavioral health policies.
- Autism Disorder, including Asperger's Disorder and Pervasive Developmental Disorder not otherwise specified, are covered for evidence based treatment services and limitations related to Autism Spectrum Disorder as described in the Autism Benefits of this Plan.
- Intellectual disabilities are covered for initial evaluation and follow-up psychiatric medication management.
- Behavioral health residential treatment must be medically/clinically necessary as determined in accordance with the Benefit Administrator's medical and behavioral health policies.

**Morbid Obesity Treatment.** Benefits include only the following treatments if those treatments are determined to be medically necessary and be appropriate for an individual's morbid obesity condition. Refer to the *Definitions* section of this plan for a definition of morbid obesity.

- Gastric or intestinal bypasses.
- Stomach stapling.
- Lap band.
- Charges for diagnostic services.

This plan does not cover diet supplements, exercise equipment or any other items listed in the *General Exclusions From Coverage* section of this SPD.

**Occupational Therapy.** See Rehabilitative Medicine Services.

**Oral Surgery.** Coverage for oral surgery is limited to the following:

- Treatment of fractures of facial bones.
- Biopsy and removal of tumors or cysts of the jaw, other facial bones, soft tissues of the mouth, lip, tongue, accessory sinuses, salivary glands or the ducts.
- Rebuilding or repair of soft tissues of the mouth or lip needed to correct anatomical functional impairment caused by congenital birth defect or accidental injury. Rebuilding or repair for cosmetic purposes is not covered.
- Treatment for oral and/or facial cancer.
- Treatment for conditions affecting the mouth, other than the teeth.
- Medical and surgical services required to correct accidental injuries, including emergency care to stabilize dental structures following injury to sound natural teeth.
- Treatment of cleft palate or cleft lip. Such coverage includes medically necessary oral surgery and pre-graft palatal expander.

Dental surgery in preparation for implants or dentures, including preparation of the bone, or dental surgery done in connection with any of the covered services listed above, is not covered.

Orthodontic treatment is not a covered service even when provided along with oral surgery under this medical plan.

**Orthotic Appliances, Devices and Casts.** Includes the exam for required prescription and fitting, when prescribed to aid in healing, provide support to an extremity, or limit motion to the musculoskeletal system after injury. These devices can be used for acute injury or to prevent injury. Orthotic appliances and devices include custom molded shoe orthotics, supports, trusses, elastic compression stockings, and braces. Orthotic appliances, devices and casts over \$1,000 must be approved in advance by the Benefit Administrator.

**Outpatient Family Counseling.** See Mental Health Services.

**Oxygen and Its Administration.**

**Pain Management.** Evaluation and treatment of chronic and/or acute pain as specified in the Benefit Administrator's medical policies.

**Physical Therapy.** See Rehabilitative Medicine Services.

**Pre-Admission Testing:** The testing must be necessary and consistent with the diagnosis and treatment of the condition for which the covered person is being admitted to the hospital. Preadmission testing may be done seven days before a scheduled hospital admission.

**Prescription Medications.** Prescribed medications which are administered or dispensed as part of treatment while in the hospital or at a medical facility (including claims billed on a claim form from a long-term care facility, assisted living facility or skilled nursing facility) and that require a physician's prescription. This does not include paper (script) claims obtained at a retail pharmacy.

**Preventive Health Care Services.** Preventive Health Care Services described below and in Priority Health's Preventive Health Care Guidelines are covered as shown in the *Schedule of Medical Benefits*. Drugs listed under the preventive health care guidelines are not covered under the medical plan.

Priority Health's Preventive Health Care Guidelines are available in the member center on the Benefit Administrator's website at [priorityhealth.com](http://priorityhealth.com) or you may request a copy from their Customer Service Department. Covered services shall include and comply with the requirements of the Patient Protection and Affordable Care Act (PPACA) as amended by the Health Care and Education Reconciliation Act and applicable regulations.

The following are categories of covered services even though they are not provided in connection with the diagnosis and treatment of an illness or injury:

- Routine adult physical examinations, which includes screening and counseling services.
- Women's preventive health care services (including pregnant women) which includes required visits/assessments, screenings/testing, counseling, breastfeeding support (includes prescribed supplies, breast pump and counseling), tubal ligation/tubal obliteration procedures and specified contraception methods.
- Routine laboratory tests, screenings and counseling.
- Specified laboratory services as listed below:
  - Comprehensive Metabolic Panel
  - TSH (Thyroid Test)
  - CBC with Differential
  - Urine with Microalbumin
  - Glucose
  - HGB/A1C
  - PSA
  - Urinalysis
  - Basic Metabolic Panel
- Prostate and rectal/colon cancer screening tests as directed by your physician.
- Well child and adolescent care, which includes assessments and screenings.
- Immunizations (doses, recommended ages, and recommended population vary).
- Routine Eye Exam and Glaucoma Testing. One exam each two years.

**Private Duty Nursing Services.** Medically necessary care when it is required 24 hours a day.

**Prosthetic and Orthotic/Support Devices.** Covered services include when determined to be medically necessary by the Benefit Administrator: surgically implanted devices, such as a replacement hip or heart pacemaker; externally worn prosthetic devices; purchased, repairs or replacement, fitting and adjustment of covered prosthetic and orthotic/support devices that is needed as the result of normal use, body growth or change. Prosthetic and Orthotic/Support Devices over \$1,000 must be approved in advance by the Benefit Administrator.

You may call the Benefit Administrator's Customer Service Department or go to [priorityhealth.com](http://priorityhealth.com) to find out if the prosthetic or orthotic/support device you need is covered.

**Provider Care.** Services (including health maintenance and well child care), provided by a physician or health professional during an office visit, hospital visit, or house call for the diagnosis and treatment of an illness or injury.

**Radiation Therapy and Chemotherapy.**

**Radiology Examinations and Laboratory Procedures.** Diagnostic and therapeutic radiology services, laboratory tests and other such services are covered unless excluded elsewhere in this SPD.

**Reconstructive Surgery.** Coverage is provided for reconstructive surgery to correct congenital birth defects and/or effects of illness or injury, if:

- The defects and/or effects of illness or injury cause clinical functional impairment. “Clinical functional impairment” exists when the defects and/or effects of illness or injury: (1) causes significant disability or major psychological trauma (psychological reasons do not represent a medical or surgical necessity unless you are undergoing psychotherapy for issues solely related to the illness or injury for which the reconstructive surgery is requested); or (2) interfere with employment or regular attendance at school; or (3) require surgery that is a component of a program of reconstructive surgery for congenital deformity or trauma; or (4) contribute to a major health problem, and
- The Benefit Administrator must reasonably expect the surgery to correct the condition.

The plan will cover to completion treatment that needs to be performed in stages so long as you remain covered under the plan. The Benefit Administrator will review the above services in consultation with your physician.

**Reconstructive Surgery Following Mastectomy.** In accordance with the Women’s Health and Cancer Rights Act of 1998, benefits are provided for the following mastectomy-related services:

- Reconstruction of the breast on which a mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- Prostheses and treatment of physical complications resulting from the mastectomy, including lymphedemas.

Coverage will be provided in a manner determined in consultation with the patient and attending physician. Benefits are provided on the same basis as other standard surgical procedures.

**Rehabilitative Medicine Services.** Short-term rehabilitative medicine services are covered if: treatment is provided in an outpatient setting or in the home; you cannot receive these services from any federal or state agency or any local political subdivision, they result in meaningful improvement in your ability to do important day-to-day activities that are necessary in your life roles within 90 days of starting treatment, and a physician refers, directs and monitors the services.

Note: Covered services and limitations related to Autism Spectrum Disorder are described in the Autism Spectrum Disorder Treatment benefits of this plan.

Covered services include therapy and/or rehabilitative medicine services that result in meaningful improvement in your ability to perform functional day-to-day activities that are significant in your life roles, including the following:

- Cardiac and pulmonary rehabilitation;
- Physical and occupational therapy;
- Speech therapy for treatment of medical diagnoses, including therapy for stuttering due to a neurological disorder;
- Respiratory therapy;
- Aquatic therapy by a qualified physical therapist;
- Massage therapy by a qualified physical therapist;
- Biofeedback for treatment of medical diagnoses when medically/clinically necessary, as determined according to the Benefit Administrator’s medical policies.

The plan allows coverage for occupational, physical, or speech therapy for developmental delays due to an accident or illness such as Bell's palsy, Wolf-Hirschhorn Syndrome, CVA (stroke), apraxia, cleft palate/lip, recurrent/chronic otitis media, vocal cord nodules, down's syndrome and cerebral palsy.

**Respiratory Therapy.** See Rehabilitative Medicine Services.

**Sex Change or Transformation.** Services for sex change or transformation will be considered under this plan if medically/clinically necessary as determined in accordance with the Benefit Administrator’s medical policies. Covered services are limited to specific treatments outlined in the medical policies and must be provided by a facility approved in advance by the Benefit Administrator. Covered services include gender reassignment surgery, including pre- and post-hormone therapy.

**Skilled Nursing Services – Skilled Nursing, Subacute, and Inpatient Rehabilitation Facility Care.** Care and treatment, including therapy and room and board in semi-private accommodations, at a skilled nursing, subacute, or inpatient rehabilitation facility. Such services must be prior certified as medically/clinically necessary and supported by a treatment plan upon request of the Benefit Administrator.

Note: Criteria for coverage are not the same as Medicare's, therefore, just because Medicare may cover your stay does not mean the services are covered under this plan.

**Sleep Studies.** Services for sleep studies are covered if they are (1) provided in an appropriate setting; and (2) determined to be medically/clinically necessary by the Benefit Administrator.

**Speech Therapy.** See Rehabilitative Medicine Services.

**Substance Use Disorder Services.** Substance use disorder services, including counseling, medical testing, diagnostic evaluation and detoxification and other medically necessary services are covered in a variety of settings. You may be treated in an inpatient or outpatient setting, depending on your particular condition. Services will generally be provided in the least restrictive place that will allow for the best results for any particular condition. If you don't know what the most appropriate treatment setting is for your condition, call the Benefit Administrator's Behavioral Health Department at **616 464-8500** or **800 673-8043** for assistance. The Benefit Administrator follows the American Society of Addiction Medicine (ASAM) Patient Placement Criteria.

Inpatient substance use disorder services (including partial hospitalization) require prior certification from the Benefit Administrator's Behavioral Health Department, except in a medical emergency. Intensive outpatient substance use disorder services require prior approval from the Benefit Administrator's Behavioral Health Department. Other outpatient substance use disorder services do not require referral from your attending physician or the Benefit Administrator.

Covered treatment includes:

- Inpatient Detoxification. These are detoxification services that are provided while you are an inpatient in a hospital or subacute unit. When provided in a medical setting, services are managed jointly by the Benefit Administrator's Behavioral Health and Health Management Departments.
- Medically Monitored Intensive Inpatient Treatment. Following full or partial recovery from acute detoxification symptoms, this type of care is provided at an inpatient facility or subacute unit.
- Residential Treatment. This is 24-hour confinement in a subacute residential setting (as defined above) licensed by the state with structured, licensed health care professionals accessible 24 hours a day and 7 days a week. A licensed foster-care facility serving as your residence is not covered and does not meet the definition of "Residential Treatment".
- Partial Hospitalization. This is an intensive, non-residential level of service provided in a structured setting, similar in intensity to inpatient treatment. You are generally in treatment for more than four hours but generally less than eight hours daily.
- Intensive Outpatient Programs. These are outpatient services provided by a variety of health professionals at a frequency of up to four hours daily, and up to five days per week.
- Outpatient Treatment. This is the least intensive level of service. It is provided in an office setting generally from 45-50 minutes (for individuals) to 90 minutes (for group therapies) per day.
- Outpatient/Ambulatory Detoxification. These detoxification services may be provided on an outpatient basis within a structured program when the consequences of withdrawal are non-life-threatening. These services are covered under your medical benefits.

#### Coverage Limitations

Behavioral health residential treatment must be medically/clinically necessary as determined in accordance with the Benefit Administrator's medical and behavioral health policies.

**Surgery.** The charges for the surgeon, assistant surgeon (when necessary), anesthesiologist, facility, and related expenses, including a second and third surgical opinion.

If the services of a surgical assistant are required for a surgical procedure, the non-network covered expenses will be the lesser of: (1) the amount charged by the assistant; or (2) 20% of the amount allowable to the physician who performed the surgery.

**Temporomandibular Joint Syndrome (TMJS) Treatment.** “Temporomandibular Joint Syndrome” or “TMJS” means muscle tension and spasms related to the temporomandibular joint, facial, and cervical muscles, causing pain, loss of function and neurological dysfunction. Your coverage is limited to the following services:

- Medical care or services to treat dysfunction or TMJS resulting from a medical cause or injury.
- Office visits for medical evaluation and treatment of TMJS.
- Specialty referral for medical evaluation and treatment of TMJS.
- X-rays of the temporomandibular joint including contrast studies, but not dental x-rays.
- Myofunctional therapy.
- Surgery to the temporomandibular joint such as condylectomy, meniscectomy, arthrotomy, and arthrocentesis.

Bite splints, orthodontic treatment, or other dental services to treat temporomandibular joint syndrome are not covered.

**Transplants.** Evaluations for transplants and transplants of the following organs at a facility approved by the Benefit Administrator, but only when the Benefit Administrator has prior certified the transplant as medically/clinically necessary:

- Bone marrow or stem cell.
- Cornea.
- Heart.
- Kidney.
- Liver.
- Lung.
- Pancreas.
- Small bowel.

In addition, plan will cover the following expenses: Computer organ bank searches and any subsequent testing necessary after a potential donor is identified, unless covered by another health plan; Typing or screening of a potential donor only if the person proposed to receive the transplant is a plan participant; Donor's medical expenses directly related to or as a result of donation surgery if the person receiving the transplant is a plan participant and the donor's expenses are not covered by another health benefit plan.; and One comprehensive evaluation per transplant except as permitted the Benefit Administrator's medical policies.

Donor's medical expenses directly related to or as a result of a donation surgery will only be covered for 30 days following discharge from the hospital.

Travel Expenses. (Applies to a covered person who is a recipient or a donor if the recipient is also a covered person under this plan)

If the covered person lives more than 50 miles from the transplant facility, the plan will pay for travel and housing, up to the maximum listed on the *Schedule of Benefits*. Expenses will be paid for the covered person and:

- One or two parents of the covered person (if the covered person is a dependent child, as defined in this plan); or
- An adult to accompany the covered person.

Covered travel and housing expenses include the following:

- Transportation to and from the transplant facility including:
  - Airfare.
  - Tolls and parking fees.
  - Gas/Mileage.
- Lodging at or near the transplant facility including:
  - Apartment rental.
  - Hotel rental.

Lodging for purposes of this plan does not include private residences.

•

Lodging reimbursement that is greater than \$50 per person per day, may be subject to IRS codes for taxable income.

Benefits shall be payable for up to one year from the date of the transplant while the covered person is receiving services at the transplant facility.

**Urgent Care Center Services.** Services and supplies provided at an urgent care center. An “urgent care center” is a licensed facility utilized to treat non-life threatening conditions that require immediate medical attention to limit severity and prevent complications.

**Vitamin B12 Injections.** Covered for treatment of diseases of the stomach and small intestine that cause absorption problems; megaloblastic anemia due to vitamin B12 deficiency; and vitamin B12 deficiency, pernicious anemia.

**Voluntary Sterilizations.** See Family Planning and Reproductive Services.

**Wigs, Toupees, Hairpieces.** Covered when prescribed by a physician and needed due to a medical condition.

## SECTION 11. GENERAL EXCLUSIONS FROM COVERAGE

The following is a list of exclusions from your coverage. The plan will not cover any service, treatment or supply listed as an exclusion, unless coverage is required under applicable state or federal law.

**Acupuncture and Non-Traditional Services.** This includes, but is not limited to, holistic and homeopathic treatment, hypnosis, yoga, Reiki, and Rolf therapy.

**Adaptive Aids/Self-Help Items.** Services and supplies designed for self-assistance. Examples include, among other things, reachers or feeding, dressing and bathroom aids and augmentive communication devices, and protective beds.

**Against Medical Advice/Noncompliance.** Services or supplies determined by the Benefit Administrator to be ineffective, unproductive or compromised because:

- You have voluntarily discharged yourself against the advice of a provider from a facility where you are receiving treatment,
- You have been discharged from a facility because of your noncompliance with treatment, or
- You have been noncompliant with treatment directed by your provider and agreed to by you, regardless of service setting.

Also not covered are services or supplies when discharging yourself from a facility against medical advice, your being discharged from a facility for noncompliance, or your noncompliance with treatment you and your provider have agreed to in any setting is determined to be a major contributing factor to requiring the follow-up service or supply (e.g., an emergency room visit shortly following your leaving against medical advice from a facility for a related illness or injury).

Noncompliance with treatment includes but is not limited to:

- Failure to take prescribed medication.
- Failure to follow through with outpatient treatment after inpatient or other intensive level of care.
- Failure to comply with treatment plans or care contracts between you and a provider or you and the Benefit Administrator.

**Allergy Testing and Treatments.** Specific allergy testing services and treatment, including skin titration (Rinkle Method); cytotoxicity testing (Bryan's Test); MAST testing; urine autoinjections; bronchial or oral allergen sensitization, and provocative and neutralization testing for allergies. Allergy services are covered as detailed in the *Medical Benefits* section of this SPD.

**Autism Spectrum Disorder Treatment.** Services not covered include:

- (a) Treatments not approved in advance by the Benefit Administrator.
- (b) Treatments for Autism Spectrum Disorder that are in conflict with the Benefit Administrator's medical policies including, but not limited to:
  - (i.) Chelation therapy.
  - (ii.) Dietary/vitamin supplement therapies.
  - (iii.) Craniosacral therapy.

**Auto Excess.** This plan does not provide benefits related to health care services incurred as a result of an automobile accident except in limited circumstances.

**Claims.** Claims received later than 15 months from the date of service.

**Clerical Expenses.** Charges in connection with the preparation of reports, claim forms or any other necessary documentation.



**Clinical Ecology and Environmental Medicine.** “Clinical ecology” and “environmental medicine” means medical practice that is based on the belief that exposure to low levels of numerous common substances in the environment can be responsible for a variety of symptoms affecting numerous body systems. This plan does not cover services or supplies needed to make changes to your physical environment even when those changes are recommended as treatment for an illness or injury.

**Clinical Trial.** The Plan will not cover the following in connection with an approved clinical trial:

- the investigational item, device, or service, itself;
- items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; or
- a service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

**Close Relative.** Any services provided by a physician or health professional when that person resides in the same household or is a close relative of the retiree or his/her dependents. A “close relative” a member of the immediate family. Immediate family includes you, your spouse, your household member, mother, father, grandmother, grandfather, step parents, step grandparents, siblings, step siblings, half siblings, children, your household member’s children, step children and grandchildren.

**Cosmetic, Plastic, or Reconstructive Services.** Cosmetic, plastic, or reconstructive services, including prescription drugs, that are done primarily to improve the way any part of the body looks or are not medically/clinically necessary (as determined by the Benefit Administrator). Coverage may be excluded for, among other things: abdominoplasty (to remove excess fat); blepharoplasty of lower lids; breast augmentation except when provided for post-mastectomy reconstructive services as otherwise provided in this SPD; chemical peel for acne; collagen implants; diastasis recti repair; removal of excessive hair growth by any method, even if caused by a medical condition; excision or repair of excess or sagging skin, except panniculectomy; fat grafts, unless an integral part of another covered procedure; hair transplants or repair of any congenital or acquired hair loss, including hair analysis; liposuction unless an integral part of another covered procedure; spider vein removal; rhytidectomy (wrinkle removal); rhinophyma treatment; salabrasion; scar revision, except for facial scars; tattoo removal; and orthodontic treatment, even when provided along with reconstructive surgery. Certain Surgeries and Treatments are covered as shown in the *Schedule of Medical Benefits*.

Psychological reasons do not represent a medical or surgical necessity unless you are undergoing psychotherapy for issues solely related to the illness or injury for which cosmetic surgery is requested.

**Court Ordered Services.** Services required by court order and services required to file or respond to an action with a courts, (including evaluation and testing) or services required as a condition of parole or probation. The plan will cover these services if they are medically/clinically necessary, you have not exhausted your benefits, and the services are provided according to this SPD.

**Custodial and Maintenance Care.** Any care you receive if, in the Benefit Administrator's opinion, you have reached the maximum level of mental and/or physical function and you will not improve significantly more. Custodial and maintenance care includes room and board, therapies, nursing care, home health aides, and personal care designed to help you in the activities of daily living. This also includes home care and adult day care that you receive, or could receive, from members of your family.

**Dental Services and Dental Surgery.** Dental services, (except as this SPD provides otherwise) including, among other things: routine dental services, except as included on the Priority Health Preventive Health Care Guidelines; dental x-rays; dental surgery such as root canals and extractions; orthodontia; orthodontic x-rays (even when provided in conjunction with other treatment or surgery); orthognathic surgery (except as specifically detailed in this SPD); dental prostheses, including dental implants and preparation of bones to receive implants (unless due to accidental injury); dentures; rebuilding and repair of soft tissues of the mouth or lip for cosmetic purposes; bite splints used for dental purposes or for TMJS; treatment of congenital or developmental defects, such as missing teeth or abnormally developed teeth; treatment services and supplies related to periodontal/inflammatory gum disease, and pediatric dental service.

Inpatient or outpatient hospital services, such as anesthesia and facility charges, received in connection with excluded dental services are not covered unless deemed medically/clinically necessary by the Benefit Administrator.

**Durable Medical Equipment.** Services not covered include:

- Equipment that is not conventionally used for the medical need for which it was prescribed.
- Equipment and devices solely for the convenience of you or your caregiver.
- The purchase or rental of personal comfort items, convenience items, or household equipment that have customary non-medical purposes, such as protective beds, chair lifts, air purifiers, water purifiers, exercise equipment, non-allergenic pillows, mattresses or waterbeds, spas, tanning equipment, and other similar equipment even if they are medically/clinically necessary.
- Modifications to your home, living area, or motorized vehicles. This includes equipment and the cost of installation of equipment, such as central or unit air conditioners, escalators, elevators, swimming pools, and car seats.
- Items designed for self-assistance, safety, communication assistance and other adaptive aids. This includes, but is not limited to, reachers, feeding, dressing and bathroom aids, augmentive communication devices, car seats, and protective beds.
- Non-standard DME unless we approve the non-standard equipment in advance.
- All repairs and maintenance that result from misuse or abuse.
- Replacement of lost or stolen DME.

Wheelchair coverage is generally limited to a manually operated wheelchair unless prior approved by the Benefit Administrator. We reserve the right to limit replacement of durable medical equipment to the expected life of the equipment.

#### **Ear Plugs.**

**Educational Services.** The following educational services are not covered:

- Services for remedial education, including school based services.
- Services, treatment or diagnostic testing related to learning disabilities and cognitive disorders.
- Education testing, therapy or training, including intelligence testing. Necessary testing and evaluations should be requested from and conducted by the child's school district.
- Cognitive rehabilitation.
- Classes covering such subjects as stress management, parenting and lifestyle changes.

Medication (and the monitoring of the medication) used to treat Attention Deficit Disorders is covered.

**Experimental, Investigational or Unproven Services.** Any drug, device, treatment or procedure that is experimental, investigational or unproven. A drug, device, treatment or procedure is experimental, investigational or unproven if one or more of the following applies:

- The drug or device cannot be lawfully marketed in the United States without the approval of the Food and Drug Administration (FDA) and that approval has not been granted; or
- An institutional review board or other body oversees the administration of the drug, device, treatment or procedure or approves or reviews research concerning safety, toxicity or efficacy; or
- The patient informed consent documents describe the drug, device, treatment or procedure as experimental or investigational or in other terms that indicate the service is being evaluated for its safety, toxicity or efficacy; or
- Reliable evidence shows that the drug, device, treatment or procedure is:
  - (a) The subject of on-going phase I or phase II clinical trials; or
  - (b) The research, experimental study, or investigational arm of on-going phase III clinical trials; or
  - (c) Otherwise under study to determine its toxicity, safety, or efficacy as compared with a standard means of treatment or diagnosis; or
- Believed by a majority of experts to require further studies or clinical trials to determine the toxicity, safety, or efficacy of the drug, device, treatment or procedure as compared with a standard means of treatment or diagnosis.

“Reliable Evidence” includes any of the following:

- (a) Published reports and articles in authoritative medical and scientific literature; or
- (b) A written protocol or protocols used by the treating facility or the protocol(s) of another facility studying the same or a similar drug, device, treatment or procedure; or
- (c) Patient informed consent documents used by the treating facility or by another facility studying the same or a similar drug, device, treatment or procedure.

Coverage is available for routine patient costs in connection with certain approved clinical trials (all stages) for cancer or a life-threatening illness/condition. For information about which trials are covered, your physician should contact the Benefit Administrator’s Medical Management Department.

The exclusion of coverage for experimental, investigational, or unproven treatment may be reviewed for exception if the condition is 1) a terminal disease, or 2) a chronic, life threatening, severely disabling disease that is causing serious clinical deterioration. Individual case review may allow coverage for care or treatment that is investigational, yet promising for the conditions described. The Benefit Administrator’s medical policy applies.

**Food Supplements and Formula.** Except for formula specifically intended for tube feeding and nutrients necessary for IV feeding, all food, formula and nutritional supplements are not covered. This includes, but is not limited to, infant formula, protein or caloric boosting supplements, vitamins, Ensure, Osmolyte and herbal preparations or supplements, even if approved by the FDA.

**Foot Care.** Routine foot care, including corn and callous removal, nail trimming, cleaning, soaking, skin cream application of the feet, other hygienic or maintenance care, and shoes unless attached to a brace or prescribed for a person with diabetes.

#### **Hair Analysis.**

**Hair Loss.** Services or supplies in connection with hair loss, including drugs or medications, hair transplants or wigs.

**Health Promotion Classes.** Classes relating to such subjects as stress management, parenting and lifestyle changes. Education classes to manage chronic disease states such as diabetes or asthma are covered when provided by a network physician or health professional.

**Hearing Care.** Services and supplies related to hearing care, including ear plugs, external BAHAs devices, implantable devices, unless covered elsewhere in this plan, including examinations performed during a covered hearing screening.

**Illegal Acts.** Treatment, services and supplies in connection with any injury or illness caused by (1) your commission of or attempt to commit a felony, or other illegal act; or (2) engagement in an illegal occupation; or (3) operation of a motor vehicle with a blood alcohol content in excess of the legal limit; or (4) intentional use of illegal drugs. The plan reserves the right to recover the costs of services and supplies that were initially covered by the plan and later determined to have been caused by an illegal act.

**Implantable Drugs.** Services and supplies for implantable drugs are not covered, except as specifically provided by this SPD.

**Incarceration or Detention.** Services or treatment while in detention or incarcerated in a facility such as a youth home, jail or prison, when in the custody of law enforcement officers, or when on release for the sole purpose of receiving medical or dental treatment.

**Infertility Treatment.** Services and supplies relating to treatment for infertility including, among other things, artificial insemination; in-vitro fertilization; embryo or ovum transfer procedures; any other assisted reproduction procedure; surrogate parenting; ultrasounds for egg harvest and services to reverse voluntary sterilizations. Diagnosis and treatment of the underlying cause of infertility is covered as detailed in the *Medical Benefits* section of this SPD.

**Injectable Drugs.** Drugs that are intended to be self-administered as defined by the federal Food and Drug Administration. This includes, self-administered drugs for certain diseases, such as arthritis, growth deficiency, hepatitis, multiple sclerosis, and for certain other illnesses or injuries. See the *Medical Benefits* section for limited injectable drug coverage benefits.

**Items or Services Received from or Ordered by any Provider Included on the Office of Inspector General's List of Excluded Individuals/Entities.** The plan will not pay for and the Benefit Administrator will not process claims for items or services furnished, ordered, or prescribed by any provider listed or identified on any of the following lists or databases: The U.S. Department of Health & Human Services Office of Inspector List of Excluded Individuals and Entities (LEIE), the U.S. General Services Administration Excluded Parties List System (EPLS), the U.S. Department of Treasury Office of Foreign Assets Control Specially Designated Nationals (SDN) List, or on any individual state provider exclusion or sanction list or database including, but not limited to, state Office of Medicaid Inspector exclusion lists.

You will be responsible for the full payment of items or services furnished, ordered, or prescribed by any provider included on any of list or databases identified above. This includes items or services such as prescriptions written by or medical equipment ordered by a provider included on any of list or databases identified above.

**Leave of Absence.** Charges incurred when you are on an overnight or weekend pass during an inpatient stay.

**Learning Disability.** Non-medical treatment, including but not limited to special education, remedial reading, school system testing and other rehabilitation treatment for a learning disability. If another medical condition is identified through the course of diagnostic testing, any coverage of that condition will be subject to plan provisions.

**Maintenance Therapy.** Such services are excluded if, based on medical evidence, treatment or continued treatment could not be expected to resolve or improve the condition, or that clinical evidence indicates that a plateau has been reached in terms of improvement from such services.

**Marital and Relationship Enhancement Counseling.** Services and treatment related to marital or relationship enhancement counseling are not covered.

**Massage Therapy.** Except for services provided by a qualified chiropractor or physical therapist.

**Mental Health Services.** The following services are not covered:

- Care provided in non-licensed residential or institutional facility or other facility on a temporary or permanent basis is not covered, including the costs of living and being cared for in: transitional living centers; foster care facilities; therapeutic boarding schools; wilderness therapy programs; custodial care; or halfway house services.
- Counseling and other services for: antisocial personality; insomnia and other non-medical sleep disorders; marital and relationship enhancement; and religious oriented counseling provided by a religious counselor who is not a participating provider.
- Experimental/investigational or unproven treatments and services.
- Scholastic/educational testing is not covered. Intelligence and learning disability testing and evaluations should be requested and conducted by the child's school district.

#### **Motor Vehicle Accidents.**

##### For Residents of States with No-Fault Insurance (including Michigan).

Benefits are not payable under this plan for injuries received in an accident involving a motor vehicle (as defined in the *Definitions* section of this plan) or that arise out of the ownership, operation, maintenance, or use of a motor vehicle as a motor vehicle within the meaning of section 3105 of the Michigan no-fault statute. This exclusion applies regardless of whether no-fault benefits are actually paid.

<p><b>Important:</b> If you are a resident of the State of Michigan or another state with no-fault insurance, it is your responsibility to obtain legally required no-fault motor vehicle insurance and designate it as the primary (not secondary) payer of medical benefits for you and your family in the event of an auto accident. You will not have any medical expense coverage available for auto-related injuries under this plan.</p>
---

**Exception:** This exclusion shall not apply to the medical expenses of a participant who is injured in a motor vehicle accident that:

- No-fault motor vehicle insurance does not cover and would not cover even in the absence of this plan, provided the participant either maintained all legally required no-fault motor vehicle insurance at the time of the accident or was not required by law to maintain such insurance; or
- Is the result of an underlying medical condition or domestic violence, to the extent coverage is required by HIPAA.

If either of these exceptions applies, the plan will be the secondary payer and any insurer or other plan that may have liability for the medical expenses will be primary to this plan.

**Residents of States Without No-Fault Insurance.**

Benefits are not payable under this plan for injuries received in an accident involving a motor vehicle (as defined in the *Definitions* section of this plan) or that arise out of the ownership, operation, maintenance, or use of a motor vehicle as a motor vehicle unless, at the time of the accident, the individual is covered by insurance for his or her own injuries (such as uninsured/under-insured motorist or personal injury coverage) with a per person coverage limit of at least \$25,000.

**Important:** If you are a resident of a state without no fault insurance and the owner or registrant of a motor vehicle, it is your responsibility to obtain medical coverage through your auto insurance policy with a per person coverage limit of at least \$25,000. This plan will then be the secondary payer and any insurer or other plan that may have liability for the medical expenses will be primary to this plan.

**Exception:** The above exclusion will not apply if:

- The participant is not required by law to carry any motor vehicle insurance whatsoever (as a result of not being the owner or registrant of a motor vehicle), including but not limited to, coverage under the state's financial responsibility law; or
- The accident is the result of an underlying medical condition or domestic violence, to the extent coverage is required by HIPAA.

In those circumstances, this plan will be the secondary payer and any insurer or other plan that may have liability for the medical expenses will be primary to this plan.

**No Legal Obligation To Pay.** Any service or supply that you would not have a legal obligation to pay for without this coverage. This includes, without limitation, any service performed or item supplied by a relative of yours if, in the absence of this coverage, you would not be charged for the service or item.

**No-Show Charges.** Any missed-appointment fee charged by a provider because you failed to show up at an appointment, except in the case of a medical emergency.

**Not Medically/Clinically Necessary.** Services and supplies that we determine are not medically/clinically necessary according to medical and behavioral health policies established by the Benefit Administrator with the input of physicians not employed by the Benefit Administrator or according to criteria developed by reputable external sources and adopted by the Benefit Administrator are not covered.

All of the following are considered not to be medically/clinically necessary:

- Those services rendered by a health professional that do not require the technical skills of such a provider;
- Those services and supplies furnished mainly for the personal comfort or convenience of you, anyone who cares for you, or anyone who is part of your family;
- Those services and supplies furnished to you as an inpatient on any day on which your physical or mental condition could safely and adequately be diagnosed or treated as an outpatient;
- Any service or supply beyond those services sufficient to safely and adequately diagnose or treat your physical or mental condition; and
- Additional or repeated services or treatments of no demonstrated additional benefit.

If coverage is denied because a service or supply was not medically/clinically necessary, that is a determination about benefits and not a medical treatment determination or recommendation. You, with the provider, may choose to go ahead with the planned treatment at your own expense, and appeal the denial of your claim for coverage as described in the *Appeals* section of this SPD.

**Obstetrical Delivery When Scheduled to Occur In The Home.** Services and supplies related to obstetrical delivery when scheduled to occur in the home.

**Occupational Illness or Injury.** An illness or injury that arises out of, or in the course of, any work for pay or profit, or that in any way results from an illness or injury that arises out of or in the course of work for pay or profit. This exclusion does not apply to sole proprietors, partnerships (if all employees are partners) and stock corporations (if all employees are corporate officers and own 10% or more stock in the corporation). This applies whether or not you apply for Worker's Compensation benefits.

**Oral Surgery.** Rebuilding or repair for cosmetic purposes; orthodontic treatment, even when provided along with oral surgery; and dental surgery in preparation for implants or dentures, including preparation of the bone, or dental surgery done in connection with any of the covered services listed in the *Medical Benefits* section of this SPD.

**Organ, Tissue and Blood Cell Transplants.** Community wide searches for a donor; donor expenses, even those of participants, for transplant recipients that are not covered under this plan; and transplants of organs when the transplant is considered experimental or investigational. See the *Medical Benefits* section of this SPD for information about covered transplant expenses.

**Orthognathic, Prognathic and Maxillofacial Surgery.**

**Outpatient Birthing Centers.**

**Outpatient Supplies.** Outpatient medical consumable or disposable supplies (except as otherwise covered in this SPD), including, among other things, gloves, bandages, diapers, adhesive tape, alcohol wipes and elastic bandages.

**Over-The-Counter Medication, Products, Supplies or Devices.** These expenses are excluded unless covered elsewhere in this SPD.

**Palliative Foot Care.**

**Panniculectomy/Abdominoplasty.** These expenses are excluded unless determined by the plan to be medically necessary.

**Personal Comfort or Convenience Items, Household Fixtures and Equipment.** Services and supplies not directly related to your care, such as, among other things: guest meals and accommodations; telephone charges; travel expenses; take-home supplies; and similar costs. The purchase or rental of household fixtures, such as, among other things: escalators; elevators; swimming pools; and similar fixtures. The purchase or rental of household equipment that have customary non-medical purposes, including among other things: exercise cycles; air purifiers; central or unit air conditioners; water purifiers; non-allergenic pillows; mattresses or waterbeds; spas; tanning equipment and other similar equipment, and non-standard services and supplies for the convenience of the patient or caregiver.

**Pharmacy Consultations.** Charges for or relating to consultative information provided by a pharmacist regarding a prescription order, including but not limited to information relating to dosage instruction, drug interactions, side effects, and the like.

**Prescription Medication.** Prescription medication, which is administered or dispensed as take home drugs as part of treatment while in the hospital or at a medical facility and that require a physician's prescription.

**Providers Barred from Reimbursement.** Services and supplies received from providers who either have been terminated from the provider network for failing to meet the Benefit Administrator's credentialing criteria, or providers who have been identified as being noncompliant with the Benefit Administrator's quality standards and programs.

**Prosthetic and Orthotic/Support Devices.** All repairs and maintenance that result from misuse or abuse; appliances that have been lost or stolen; and prosthetic or orthotic devices that are not conventional, not medically necessary as determined by the Benefit Administrator or for the convenience of the participant or their caregiver. See the *Medical Benefits* section of this SPD for covered prosthetic and orthotic services.

## **Rehabilitation and Therapy Services.**

- Therapy is not covered if there is not meaningful improvement to the patient's ability to perform functional day-to-day activities that are significant in the patient's life roles within 90 days of therapy initiation.
- Cognitive rehabilitative therapy. Cognitive rehabilitative therapy is defined as neurological training or retraining.
- Strength training and exercise programs.
- Visual training and sensory integration therapy.
- Rehabilitation services received from non-health professionals.
- Summer programs meant to maintain physical condition during periods when school programs are unavailable.
- All therapies for cognitive disorders, including physical, occupational, speech, cognitive and sensory integration therapy.
- Vocational rehabilitation, including work training, work related therapy, work hardening, work site evaluations and all return to work programs.
- Relational, education and sleep therapy and any related diagnostic testing. This exclusion does not apply to therapy or testing provided as part of a covered inpatient hospital service.
- Craniosacral therapy.
- Prolotherapy.
- Services outside the scope of practice of the servicing provider.

Short-term rehabilitative therapy is covered as described in the *Medical Benefits* section.

**Religious Counseling.** Services and treatment related to religious counseling.

**Residential or Assisted Living.** Non-skilled care received in a home or facility on a temporary or permanent basis. Examples include room and board, health care aides and personal care designed to help in the activities of daily living or to keep you from continuing unhealthy activities.

**Sexual Function:** Diagnostic services, non-surgical and surgical procedures and prescription drugs in connection with treatment for male or female impotence.

**Sex Change or Transformation.** Any procedure or treatment that is not medically/clinically necessary or is considered cosmetic, experimental or investigational.

**Sex Therapy.** Services and treatment related to sex therapy.

## **Skilled Nursing Services – Skilled Nursing, Subacute and Inpatient Rehabilitation Facility Care.**

- Admission to a skilled nursing, subacute or inpatient rehabilitation facility is not covered if the necessary care or therapies can be provided safely in a less intensive setting, including the home or a provider office.
- Care provided in a facility required to protect you against self-injurious behavior is not covered.
- Custodial care is not covered, even if you receive covered skilled nursing services or therapies along with custodial care.
- Leave of Absence. Bed-hold charges incurred when you are on an overnight or weekend pass during an inpatient stay.
- Residential Facility or Assisted Living Facility care. Non-skilled care received in a residential facility or assisted living facility on a temporary or permanent basis is not covered. Examples of such care include room and board, health care aides, and personal care designed to help you in activities of daily living or to keep you from continuing unhealthy activities.

**Subrogation.** Charges for illness or injuries suffered by a covered person due to the action or inaction of any third party if the covered person fails to provide information as specified in the *Coordination of Benefits* section. See the subrogation provisions of the *Coordination of Benefits* section for more information.

**Substance Use Disorder.** The following services are not covered:

- Non-skilled care received in a home or facility on a temporary or permanent basis. Examples of such care include room and board, wilderness therapy programs, custodial care, halfway house services and health care aids.
- Experimental/investigational or unproven treatments and services.

**Third Party Requirements.** Services required or recommended by third parties, including, but not limited to: physical examinations in excess of one per year performed by your physician (unless specified elsewhere as covered under the plan); and diagnostic services and immunizations related to: getting or keeping a job, getting or keeping any license issued by a governmental body, getting insurance coverage, adopting children, obtaining or maintaining child custody, school admissions or attendance, and services required to participate in athletics.

The plan shall now cover immunizations required for foreign country travel at the same benefit level of any other preventive immunization.

**Treatment in a Federal, State, or Governmental Entity.** The following are excluded to the extent permitted by law:

- Services and supplies provided in a hospital owned or operated by any federal, state, or other governmental entity.
- Services and supplies provided for conditions relating to military service, if you are legally entitled to the services and supplies and if you have reasonable access to the services and supplies at a governmental facility.
- Services and supplies provided while in detention or incarcerated in a facility such as a youth home, jail or prison, when in the custody of law enforcement officers or on release for the sole purpose of receiving medical treatment.

**Transportation:** Transportation services which are solely for the convenience of the covered person, the covered person's close relative, or the covered person's physician.

**Treatment in a Foreign Country.** Services or supplies incurred outside the United States if the covered person traveled to such a location for the primary purpose of obtaining medical services, drugs or supplies. This exclusion does not apply for treatment of medical emergencies or urgent care situations.

**Vision Care.** Services and supplies relating to vision care, including, among other things: eyeglasses, eyeglass frames, all types of contact lenses or corrective lenses, eye exercises, visual training, orthoptics, sensory integration therapy, radial keratotomy, laser surgery and other refractive keratoplasties and pediatric vision services. Contacts or glasses that are medically/clinically necessary as determined by the Benefit Administrator are covered. See the *Medical Benefits* section of this SPD for information about other covered eye care services.

**Vocational Rehabilitation.** Work-related therapy, work hardening and evaluations of the worksite.

**War or Act of War.** Any services as a result of war or an act of war, whether declared or undeclared, or incurred while serving (including part-time service and national guard service) in the Armed Forces of the United States or any other country.

**Weight Control.** Weight loss services, supplies equipment or facilities in connection with weight control or reduction, whether or not prescribed by a physician or associated with an illness, including, but not limited to, food, food supplements, gastric balloons, jaw wiring, liposuction, physical fitness or exercise programs and physician weight loss programs. This exclusion does not include specific services for Morbid Obesity as listed in the *Medical Benefits* section of this SPD.

**Wrong Surgeries:** Additional costs and/or care related to wrong surgeries. Wrong surgeries include, but are not limited to, surgery performed on the wrong body part and/or surgery performed on the wrong person.

**The plan does not limit a covered person's right to choose his or her own medical care.** If a medical expense is not a covered benefit, or is subject to a limitation or exclusion, a covered person still has the right and privilege to receive such medical service or supply at the covered person's own personal expense.



## SECTION 12. SPECIAL LIMITATIONS

All network benefits must be received from a network provider, except as otherwise provided by this SPD. Both network and non-network benefits must be prior certified by the Benefit Administrator when required, (except as this SPD provides otherwise).

**Coinsurance Maximum.** There may be a limit to the amount of coinsurance that you have to pay for covered services in a plan year. This limit is called a coinsurance maximum. The deductible and flat dollar copayments do not apply to your coinsurance maximum. The *Schedule of Benefits* and any amendments provide more information about coinsurance maximums that may apply to you.

**Out-of-Pocket Limit.** There may be a limit to the total amount of percentage copayments, coinsurance and deductible expenses that you have to pay for covered services in a plan year. This limit is called your cost sharing out-of-pocket limit. The *Schedule of Benefits* and any amendments to this plan provide more information about out-of-pocket limits that may apply to you.

### **No Forgiveness Of Out-Of-Pocket Expenses.**

The covered person is required to pay the out-of-pocket expenses (including deductibles, co-pays or required plan participation) under the terms of this plan. The requirement that you and your dependent(s) pay the applicable out-of-pocket expenses cannot be waived by a provider under any “fee forgiveness”, “not out-of-pocket” or similar arrangement. If a provider waives the required out-of-pocket expenses, the covered person’s claim may be denied and the covered person will be responsible for payment of the entire claim. The claim(s) may be reconsidered if the covered person provides satisfactory proof that he or she paid the out-of-pocket expenses under the terms of this plan.

### **Reasonable and Customary.**

Except as otherwise specified in this SPD, the maximum benefit the plan will pay for non-network providers for any covered service is the reasonable and customary charge.

### **Services Received as a Participant.**

The plan will only pay for covered expenses you receive while this plan is effective and you are a participant in the plan. An expense is considered to be received on the date on which services, supplies or materials are provided to you. This plan will only cover expenses incurred for the diagnosis or treatment of illness or injury, except as specifically provided elsewhere in this SPD.

### **Uncontrollable Events.**

A natural disaster, war, riot, civil insurrection, epidemic, or other uncontrollable event may make the plan's offices, personnel, or financial resources unable to provide or arrange for the provision of covered services or for the payment of covered expenses. Neither the plan nor the Benefit Administrator will be liable if you do not receive those services or payments or if they are delayed. But the plan and the Benefit Administrator will make a good faith effort to see that the services or payments are provided, considering the impact of the event.

### **Right to Amend or Terminate Plan.**

You do not have any vested right to any current or future benefits under this plan. Your right to benefits is limited to claims you incur before any of the following occurs: amendment of the plan, termination of the plan, expiration of the applicable limitations period, or termination of your participation (including termination of any extension period for which you have properly elected and paid). We may change or terminate this plan and any benefits provided under the plan at any time as described under the plan document. We will promptly notify you of any change or termination.

## SECTION 13. CLAIM PROVISIONS

### **Claims Submission.**

All claims under this plan must be submitted to the Benefit Administrator or its designee. Providers of service may submit itemized bills directly to the Benefit Administrator. When that is not possible, you may submit a claim using a claim form or any other method that the Benefit Administrator requires.

Claims may be submitted to **Priority Health Managed Benefits, Inc., P.O. Box 232, Grand Rapids, MI 49501-0232.**

Authorized Representative. The plan will allow you to designate an authorized representative to act on your behalf with respect to a benefit claim. To designate an authorized representative, you must request a designation form from the Benefit Administrator. The designation form will detail the extent to which your authorized representative will be acting on your behalf for purposes of these claims provisions and whether the Benefit Administrator and Plan Administrator should direct all information and notifications to which you are entitled to your authorized representative rather than to you. For all pre-service, concurrent care and urgent care claims, the plan will automatically allow your treating physician to act as your authorized representative.

Proof of Claim. You (or your authorized representative) must submit any information the Benefit Administrator or Plan Administrator reasonably requires in making a determination about payment, denial, or review of a claim. A claim must contain the claimant's name, identifying information (such as the contract number or a birth date), a specific medical condition or symptom, and a specific treatment, service or product for which approval or payment of benefits is requested. A claim that does not include this information may not be considered a valid claim for benefits ("failed claim submission"). Additional information such as medical records, claim forms, itemized bills, proof of satisfaction of any deductibles or other insurance coverage information may also be needed to determine benefits. You must authorize the release of any medical records or other information that the Benefit Administrator or Plan Administrator may require in considering your claim.

Timing. Written proof of a claim must be filed within 15 months after the date you incur the charge. A claim will be considered timely filed if notice or proof of the claim is filed as soon as possible after the end of a physical problem or other inability that prevented earlier filing. The plan may not pay benefits for a claim filed more than 15 months after the end of the plan year in which the charge was incurred.

### **Initial Claim Determination.**

The procedure for filing claims depends on whether a claim is classified as an urgent care claim, pre-service claim, or post-service claim. The Benefit Administrator will classify each claim.

You must follow the procedure for submitting a claim as outlined in this section of the SPD. In the case of a "failed claim submission" the Benefit Administrator will notify you (or your authorized representative) within five days (or within 24 hours in the case of an urgent care claim) of the failure and the procedures to be followed to file a valid claim.

### **Urgent Care Claims.**

An urgent care claim is a special type of pre-service claim. A claim involving urgent care is any pre-service claim for medical care or treatment with respect to which the application of the time periods that otherwise apply to pre-service claims could seriously jeopardize the claimant's life or health or ability to regain maximum function or would in the opinion of a physician with knowledge of the claimant's medical condition – subject the claimant to severe pain that cannot be adequately managed without the care or treatment that is subject of the claim.

The Benefit Administrator will approve, partially approve, or deny an urgent care claim, taking into account medical exigencies. You (or your authorized representative) will be notified of the decision (whether adverse or not) no later than 72 hours after receipt of your claim unless you agree to extend the decision-making period. If you (or your authorized representative) have submitted incomplete information, notification will be made by the Benefit Administrator within 24 hours that your information was incomplete and of the procedures to file a valid claim. The Benefit Administrator will give you (or your authorized representative) a reasonable amount of time (but not less than 48 hours) to provide the specified information. The Benefit Administrator will notify you of its determination no later than 48 hours after it receives your information, unless you agree to extend the decision-making period.

Any health professional with knowledge of your medical condition (such as your treating physician) is authorized to submit an urgent care claim on your behalf. For urgent claims, the plan will automatically allow your treating physician to act as your authorized representative.

### **Pre-Service Claims.**

A 'pre-service claim' is a request by you (or your authorized representative) for prior certification of health services when prior certification is a requirement of the plan. The Benefit Administrator will initially approve, partially approve, or deny a pre-service claim. You (or your authorized representative) will be notified of the decision (whether adverse or not) no later than 15 days after the receipt of your claim unless you agree to extend the decision-making period. If matters beyond the plan's control require more than 15 days, the Benefit Administrator will have an additional 15-day period to complete its review, and will notify you of the need for an extension within the first 15-day period. If the Benefit Administrator requires additional information in order to decide your claim, you (or your authorized representative) will be notified of the additional information you have to submit. The Benefit Administrator will give you (or your authorized representative) a reasonable amount of time (but not less than 45 days) to provide the specified information. The Benefit Administrator will notify you of its determination no later than 15 days after it receives your initial claim, not including the days that were necessary to receive additional information, unless you agree to further extend the decision-making period.

### **Post-Service Claims.**

A 'post-service claim' is any claim for a benefit under the plan for health services that have already been received.

The Benefit Administrator will initially approve, partially approve, or deny a post-service claim and notify you of its decision no later than 30 days after it receives your claim. If matters beyond the plan's control require more than 30 days, the Benefit Administrator will have an additional 15-day period to complete its review, and will notify you of the need for an extension within the first 30-day period. If the Benefit Administrator requires additional information in order to decide your claim, you (or your authorized representative) will be notified of the additional information you have to submit. The Benefit Administrator will give you (or your authorized representative) a reasonable amount of time (but not less than 45 days) to provide the specified information. The Benefit Administrator will notify you of its determination no later than 30 days after it receives your initial claim, not including the days that were necessary to receive additional information, unless you agree to further extend the decision-making period.

### **Concurrent Care Claims.**

A concurrent care decision occurs where the plan approves an ongoing course of treatment to be provided over a period of time or for a specified number of treatments. There are two types of concurrent care claims: (a) where reconsideration of the approval results in a reduction or termination of the initially approved period of time or number of treatments; and (b) where an extension is requested beyond the initially approved period of time or number of treatments.

The Benefit Administrator will notify you of a decision to reduce or terminate an ongoing course of treatment in a sufficient amount of time for you to appeal and obtain a determination on appeal before the benefit is reduced or terminated.

For any request to extend an ongoing course of treatment, the Benefit Administrator will initially approve, partially approve, or deny your claim and notify you of its decision as soon as possible, taking into account medical exigencies. In the case of an urgent concurrent claim, you (or your authorized representative) will be notified of the decision no later than 24 hours after receipt of the request if the request is made and at least 24 hours before the prescribed period of time or number of treatments expires. If your request involving an urgent concurrent claim is not made at least 24 hours prior to the expiration of your treatment, your request will be treated in accordance with the urgent care claim timeline described in this section. If a request to extend a course of treatment does not involve urgent care, the request will be treated as a new benefit claim and decided within the time frames appropriate to the type of claim, i.e., as a pre-service claim or post-service claim.

All requests for extensions of treatment will be subject to any benefit maximum or limitations under this plan.

### **Initial Adverse Benefit Determinations.**

If the Benefit Administrator makes a decision to deny your claim for benefits (“adverse benefit determination”) regarding an urgent care, pre-service, or post-service claim or concurrent care decision, it will send you a written or electronic notice that will include:

- Information sufficient to identify the claim involved, including the date of service, health care provider, claim amount (if applicable).
- The specific reason(s) for the adverse determination, including any denial code and its corresponding meaning, as well as a description of the plan’s standard, if any, used in denying the claim.
- The specific plan provision(s) on which the determination was based.
- A description of any additional material or information necessary to perfect the claim and an explanation of why this material or information is necessary.
- A description of the plan’s internal and external voluntary review procedures and time limits for those procedures. This will include a statement of your right to bring a lawsuit following an adverse benefit determination on review.
- Information on how to contact any applicable consumer assistance ombudsman established under the Public Health Service Act to assist individuals with the claims process.
- A statement that you are entitled to receive, upon request and without charge the diagnosis code and its corresponding meaning, and treatment code and its corresponding meaning.
- A statement that you are entitled to receive, upon request and without charge, copies of any internal rule, guideline, protocol, or other similar criterion (“internal criteria”) that was relied upon in making an adverse benefit determination, if applicable to your claim.
- A statement that you are entitled to receive, upon request and without charge, an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to your medical circumstances, if the adverse benefit determination was based on a medical necessity or experimental treatment or similar exclusion or limit.
- A description of the “expedited review process” if the adverse benefit determination is for an urgent care claim.

An oral description of the above information may be provided within 72 hours for an urgent care claim, provided that written or electronic notification is furnished to you not more than three days later.

If you are not satisfied with a benefit determination, you may appeal it as detailed in the *Appeals* section of this SPD.

## **SECTION 14. APPEALS**

### **Informal Inquiries (Pre-Appeal/Non-Appeal).**

If you have any questions or concerns regarding your coverage or benefits under this plan you may contact the University or the Benefits Administrator's Customer Service Department at **(616) 956-1954 or (800) 956-1954**. The Benefit Administrator recognizes that not all of your questions or concerns involve benefit denials. The Benefit Administrator will make every effort to resolve your inquiry at the time of your call, or as soon as reasonably possible. The Benefit Administrator's representatives may require additional information to review your request.

If you have an inquiry, complaint or problem that the Customer Service Department cannot resolve informally or you are unhappy with the resolution, you may choose to go immediately to the appeals process (detailed below) if your inquiry is related to a denial of benefits ("adverse benefit determination").

### **Appeal Procedure.**

If you receive a denial of benefits ("adverse benefit determination") you may appeal the decision. You may also appeal the Plan Administrator's decision regarding your eligibility to participate in the plan or the Plan Administrator's rescission (retroactive termination) of your coverage. The appeal will be conducted by the Benefit Administrator. Your appeal request must be in writing and submitted to the Benefit Administrator within 180 days after you receive your initial adverse benefit determination.

Written request for an appeal should be submitted to:

Priority Health Managed Benefits, Inc.  
Attention: Appeal Coordinator  
1231 East Beltline NE,  
MS 1145 Grand Rapids, MI 49525-4501  
Fax: (616) 975-8894

The request may be sent by facsimile or by first-class mail.

In the case of a denied urgent care claim, you may request the Benefit Administrator to conduct an expedited review on appeal. You may submit your request either orally or in writing. All necessary information, including the Benefit Administrator's decision on appeal, may be transmitted between you (or your authorized representative) and the Benefit Administrator by phone, facsimile, or other available similarly expeditious method.

You may submit written comments, documents, records, and other information relating to your claim. These should be submitted to the Benefit Administrator. You may request access to and copies of all documents, records, and other information relevant to the claim, at no cost to you. You may also request the identity of any medical or vocational experts whose advice was obtained in connection with your adverse benefit determination.

The Benefit Administrator will take into account all comments, documents, records, evidence, testimony and other information you submit relating to your appeal, whether or not that information was submitted or considered in any previous benefit determinations. The Benefit Administrator will not rely on any decision made in a previous adverse benefit determination, but will review the full record of the claim and make an independent determination. The individuals conducting appeals will not be the individuals who made any prior adverse determinations on your claim nor subordinates of those individuals.

If your appeal is based in whole or in part on medical judgment, including whether a particular treatment, drug, or other item is experimental, investigational or not medically necessary or appropriate, the Benefit Administrator will consult with a health professional. The health professional will have the appropriate training and experience in the field of medicine involved in the medical judgment. Any health professional engaged for these purposes will not be the individual consulted for any prior adverse benefit determinations on your claim, nor subordinates of those individuals.

### **Authorized Representative.**

The plan will allow you to designate an authorized representative to act on your behalf with respect to an appeal. To designate an authorized representative, you must request an appeal form from the Benefit Administrator. The form will detail the extent to which your authorized representative will be acting on your behalf for purposes of these appeals provisions, and whether the Benefit Administrator should direct all information and notifications to which you are entitled to your authorized representative rather than to you.

### **Appeal Notification.**

Your appeal will be classified as an urgent care, pre-service, or post-service claim appeal at the time the appeal is being processed. This could result in your claim being classified in a different category of appeal than it was for the initial benefit determination. For example, a claim initially classified as an urgent care claim could become a post-service claim appeal if you have received medical treatment or services by the time you appeal.

#### Urgent Care Claims.

The Benefit Administrator will notify you of its decision on appeal (whether adverse or not) as soon as possible, taking into account the medical exigencies. In the case of an urgent care claim appeal, you (or your authorized representative) will be notified as soon as possible but not later than 72 hours following receipt of your appeal request unless you agree to further extend the decision-making period.

#### Pre-Service Claims.

The Benefit Administrator will notify you of its decision on appeal (whether adverse or not) within a reasonable period of time, but not later than 30 days after it receives your appeal request unless you agree to further extend the decision-making period.

#### Post-Service Claims.

The Benefit Administrator will notify you of its decision on appeal (whether adverse or not) within a reasonable period of time, but not later than 60 days after it receives your appeal request unless you agree to further extend the decision-making period.

The Benefit Administrator's decision will be final and binding.

### **Adverse Benefit Determination on Appeal.**

After it reviews your appeal, the Benefit Administrator will send you a written or electronic notice of its benefit determination. If the benefit determination is adverse, the notice will include:

- The reason(s) for the adverse determination, including any denial code and its meaning, as well as a description of the Plan's standard, if any, used in denying the claim and a discussion of the decision.
- The specific plan provision(s) on which the determination was based.
- Information sufficient to identify the claim involved, including the date of service, health care provider, claim amount (if applicable).
- A description of any additional material or information necessary for you the claim to be approved and an explanation of why this material or information is necessary.
- A statement that you are entitled to receive, upon request and without charge the diagnosis code and its corresponding meaning, and treatment code and its corresponding meaning.
- A statement that you are entitled to receive, upon request and without charge, reasonable access to and copies of all documents, records, and other 'relevant' information (as defined above).
- An explanation of the voluntary internal level of appeal, if any, and the external review procedure that the Plan makes available, including applicable time limits.
- Information on how to contact any applicable consumer assistance ombudsman established under the Public Health Service Act to assist individuals with the claim process.
- A statement of your right to bring a civil action.
- A statement that you are entitled to receive, upon request and without charge, copies of any internal rule, guideline, protocol, or other similar criterion ("internal criteria") that was relied upon in making an adverse benefit determination, if applicable to your appeal.

- A statement that you are entitled to receive, upon request and without charge, an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to your medical circumstances, if applicable to your appeal.
- A statement that you and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency.
- Any new or additional evidence considered, relied on or generated by the plan in connection with the appeal of your claim. This evidence will be provided to you as soon as possible and sufficiently in advance of the date the plan must provide notice of its decision on the appeal in order to provide you with a reasonable opportunity to respond prior to that date.

Before the plan can issue an adverse benefit determination on review based on a new or additional reason or “rationale”, you will be provided, free of charge, with the rationale. The rationale will be provided as soon as possible and sufficiently in advance of the date the plan must provide notice of its decision upon appeal in order to provide you with a reasonable opportunity to respond prior to that date.

The Benefit Administrator’s decision as set forth in the Notice of Final Internal Adverse Benefit Determination will be considered final and binding on all parties, unless you voluntarily submit your claim to external review, as described below.

### **Federal External Claim Review Procedures.**

Once you have exhausted the internal appeals procedures described above, you or your authorized representative has the right to request an external review from an Independent Review Organization (“IRO”). Your Notice of Final Internal Adverse Benefit Determination will contain an explanation on how to submit information to the IRO. This external review procedure is voluntary and you are not required to seek to have your claim reviewed under this procedure in order to have your claim determined by a court.

Within four months of the date you received the Notice of Final Internal Adverse Benefit Determination, or should have received it, you may send a written request for an external review as directed by the Plan Administrator.

If your request for external review involves a claim that is urgent, the external review of your claim will be conducted as expeditiously as possible. Generally, an urgent situation is one in which your health may be in serious jeopardy, or a delay would jeopardize your ability to regain maximum function, or in the opinion of your physician, you may experience pain that cannot be adequately controlled while you wait for a decision on the external review of your claim. If your claim concerns an admission, availability of care, continued stay, or health care item or service for which you received emergency services, but you have not been discharged from the facility, you can also request an expedited review.

If your claim involves experimental or investigational treatments, the IRO will ensure that adequate clinical and scientific experience and protocols are taken into account as part of the external review process.

You will have an opportunity to provide additional materials to the IRO regarding your claim once your external review is initiated. You will receive instructions directly from the IRO on how to supply additional information. The plan must give the IRO documents and information which it considered in making its final decision. If the plan fails to timely provide any required documents, the assigned IRO may terminate the external review and make a decision to reverse the plan’s decision as set forth in the Notice of Final Internal Adverse Benefit Determination. The IRO will not be bound by any decisions or conclusions reached during the plan’s internal claims and appeals process. After reviewing all of the information available from you and the plan, the IRO will recommend whether the plan should uphold or reverse the plan’s decision as set forth in the Notice of Final Internal Adverse Benefit Determination.

If your request for external review is related to participant’s or beneficiary’s failure to meet the requirements for eligibility under the terms of the plan, your claim will not be sent to external review.

The IRO’s decision is binding on the plan and the claimant, except to the extent that other remedies are available under state or federal law.

For more information about your rights to an external review, you can contact the Employee Benefits Security Administration at **(866) 444-EBSA (3272)**.

**Exclusive Method of Resolving Claims.**

The procedures outlined above will be the only procedures used to resolve adverse benefit determinations and will only apply to issues that the Plan Administrator has control over, such as administrative or claim issues. They will not apply if someone other than the plan (for example, a physician or other health professional) is blamed for negligence.

**Legal Actions.**

No legal or equitable actions may be brought under the plan before you have exhausted the appeal procedures described above. Further, no legal action can be brought to recover any benefit under the plan after three years from the date you have exhausted the appeal procedures described above.



## SECTION 15. COORDINATION OF BENEFITS

### Purpose of Coordination of Benefits.

Coordination of Benefits (“COB”) is the system that determines how benefits are applied when you are covered by more than one health care plan. The “primary plan” is responsible for paying the full benefit amount allowed by the participant’s benefit plan. The “secondary plan” is responsible for paying any part of the benefit not covered by the primary plan as long as the secondary plan covers the benefit. The secondary plan adjusts the amount of benefits paid according to the COB rules of their plan. The total paid by both plans may provide payment up to, but cannot exceed 100% of the allowable expense, for those services. The amount that each plan is required to pay is known as its “liability”. When this plan is secondary, we use the Full/Traditional method for coordinating benefit payments with another plan as shown in the Effects on Benefits provisions of this section.

This plan will coordinate benefits with the following types of plans:

- Group insurance, or any other arrangement of coverage for individuals in a group, whether on an insured or uninsured basis;
- Coverage for which partial or full employer contributions or deductions are made from your compensation, annuity or retirement benefits;
- Labor-management trustee, union welfare, employer organization or retiree benefit organization plans;
- Any government program or coverage required or provided by statute, including Medicare or Medicaid;
- Any policy or insurance, including no-fault insurance, relating to or providing for the payment of health benefits as a result of bodily injury arising out of the operation of an automobile or other motor vehicle.

We will not consider an individual medical policy a “Plan” (other than a motor vehicle policy) if the policy is not required by law and if we or another employer does not contribute a share of the cost of, or make any payroll deductions to, that policy. Coordination with a motor vehicle policy shall be administered on a secondary basis as specifically detailed in this document and will occur only where this plan’s motor vehicle exclusion does not exclude coverage for injuries received in an accident involving a motor vehicle.

The coordination of benefits provision does not apply to any accident benefit, weekly income benefits or prescription drug benefit (except for Medicare Part D benefits as required by law).

### Information About Coverage From Other Plans.

The enrollment form asks for information about your coverage from other plans. That information is very important and you must give it to us truthfully. If your coverage from another plan changes in any way, you must fill out and turn in a change form to the Benefit Administrator or us. You must cooperate with the University and the Benefit Administrator to coordinate coverage under this plan with coverage from other plans, including providing us with copies of court orders and other documents that may determine which plan is primary.

### Order of Benefit Determination if You Are Covered by Two Plans.

Decisions about the order of your benefits will be made under the following rules, in the following order:

- (1) No COB Provision. A plan without a coordination of benefits provision is always primary.
- (2) Coverage as Other Than a Dependent. A plan covering you as an employee (rather than a dependent) is always primary. If you also receive Medicare, the Social Security Act of 1965, as amended, may require Medicare to provide its benefits after the plan covering you as a dependent, but before the plan covering you as an employee.
- (3) Coverage as a Dependent of More Than One Employee/Policyholder (The “Birthday Rule”). Dependents are covered first by the plan of the employee/policyholder whose birthday falls earlier in the calendar year (month and day only). If the employee/policyholder’s birthdays are on the same date, the plan that has covered the dependent for a longer time period is primary. This rule applies except in the circumstances detailed in (4) below.

- (4) Coverage as a Dependent of Divorced, Separated or Never Married Parents. Unless a court order places responsibility for providing healthcare benefits on one parent, health care benefits for children of divorced, separated or never married parents are determined in the following order:
- (a) Plan of the parent with physical custody;
  - (b) Plan of the step-parent with physical custody;
  - (c) Plan of the parent without physical custody;
  - (d) Plan of the step-parent without physical custody.

If divorced, separated or never married parents (1) have joint physical custody of the child, and the court order does not place responsibility for the child's health care on one parent, or (2) a court order does not exist, or (3) the court order has expired, the "Birthday Rule" as described above, applies.

- (5) Coverage as a Laid Off or Retired Employee. If you are covered under two plans, one as a retiree and one as an active employee, the plan that covers you as an active employee is primary.
- (6) Continuation Coverage. If you are covered under two plans, and one is COBRA or another right of continuation plan and the other plan is not under a right of continuation, the plan that does not cover you under a right of continuation is primary.
- (7) Longer/Shorter Length of Coverage. If none of the above rules determines how the order of benefits will be paid, the plan that has covered you the longest will be primary. The length of time you are covered under a plan is measured from your first date of coverage under that plan. The start of a new plan does not include:
- A change in the amount or scope of a plan's benefits; or
  - A change in the entity that pays, provides or administers the plan's benefits; or
  - A change from one type of plan to another (such as from a single employer plan to a multiple employer plan).
- (8) Motor Vehicle Insurance: Notwithstanding the above order of payment, this plan's motor vehicle exclusion will exclude coverage under this plan for injuries received in an accident involving a motor vehicle and the motor vehicle policy will be required to provide coverage. However, if one plan is a motor vehicle policy and this plan's motor vehicle exclusion does not completely exclude coverage for injuries received in an accident involving a motor vehicle for one of the limited reasons stated in the Motor Vehicle Accident exclusion in the *General Exclusions From Coverage* (Section 11 of this Plan), the motor vehicle policy shall be the primary plan. As the primary plan, the motor vehicle policy must provide benefits without considering this plan's coverage. In that circumstance, as the secondary plan, this plan will then pay up to 100% of allowable expenses for covered services that were not covered by the primary plan, and that will not exceed the medical expenses actually incurred. A "Motor Vehicle Policy" is any policy of insurance, including no-fault insurance, relating to or providing for the payment of medical benefits as a result of bodily injury arising out of the operation of a motor vehicle, including any riders or collateral provision to such policy. "Motor Vehicle" is defined as shown in the *Definition* section of this plan.

### **Effect on Benefits.**

This plan will follow the above rules to determine which plan is the primary plan. If this plan is the primary plan, your only covered services are the ones detailed in this SPD. If your other plan is the primary plan, then this plan is a secondary plan. In that case, the primary plan must pay up to its highest benefit level. When the benefits under a primary plan are reduced because you did not comply with the provisions of the primary plan, the amount of that reduction will not be considered an allowable expense (as defined below) for determining this plan's liability. Examples of such provisions include those related to second surgical opinions, pre-certification of services or use of network providers.

When this plan is the secondary plan, we will not cover expenses unless all of the requirements for coverage under this SPD have been followed. If the rules of this plan conflict with those of another plan, it may be impossible to receive benefits from both plans, and you may only be able to receive benefits from the primary plan. Duplicate coverage will never extend your benefits beyond those available under this SPD. This plan will not pay claims or coordinate benefits for services that are not a covered benefit under this SPD.

Additional rules for coordination of benefits apply when this plan is the secondary plan:

- The primary plan, as determined above, must provide its covered benefits without considering this plan's coverage.
- If the primary plan does not cover services that this plan covers, those services will be covered as if this plan is the primary plan.
- If this plan covers services not fully covered by the primary plan, this plan will coordinate our coverage with the primary plan's coverage to pay up to 100% of allowable expenses or a provider's contracted rate, whichever is less, for those services.

"Allowable Expense" means a necessary, reasonable and customary expense for health care, or a provider's contracted rate, (prior to any reduction for deductibles, copayments or coinsurance) when the item of expense is covered at least in part by one or more plans covering the participant for whom the claim is made.

#### **Release.**

The Plan Administrator or its designee may release to and obtain from any other insurer, plan or party, any information that it considers necessary for coordination of benefits or recovery of overpayments. You must cooperate to provide all such information.

#### **Conditional Benefit Payments and Recovery of Overpayments.**

A payment made by another plan may include an amount that should have been paid under this plan. If it does, this plan may pay that amount directly to the other plan. The amount will then be treated as though it were a benefit this plan had paid, and this plan will not have to pay that amount again. The term "payment made" includes the reasonable cash value of the benefits provided in the form of services.

If the amount of the payments made by this plan is more than should have been paid under the COB provision, or if services should have been paid by a primary plan, this plan may recover the excess or the reasonable cash value of the services, as applicable, from one or more of: (a) the person or provider paid; (b) insurance companies; or (c) other organizations. We can recover these amounts as we choose. If you incur medical expenses for which another party is or may be responsible, we may provide coverage subject to our rights to reimbursement. You (or your legal guardian) must sign any agreements or other documents and cooperate with us to make sure we can recover any overpayments or obtain the reimbursement described in this section.

#### **Plan's Right to Reimbursement and Subrogation Right.**

If the plan pays benefits and another party (other than the participant or the plan) is or may be liable for the expenses, the plan has a right of reimbursement that entitles it to recover from the participant or another party 100% of the amount of benefits paid by the plan to or on behalf of the participant.

The plan's right to 100% reimbursement applies:

- Not only to any recovery the participant receives or is entitled to receive from the other party but also to any recovery the participant receives or is entitled to receive from the other party's insurer or a plan under which the other party has coverage.
- To any recovery from the participant's own insurance policy, including, but not limited to, coverage under any uninsured or underinsured policy provisions.
- To any recovery, even if the other party is not found to be legally at fault for causing the participant to incur the expenses paid or payable by the plan.
- To any recovery, even if the damage recovered or recoverable from the other party, its insurer or plan, or the participant's policy are not for the same charges or types of losses and damages as those for which benefits were paid by the plan.
- To any recovery, regardless of whether the recovery fully compensates the participant for his or her injuries and illnesses and regardless whether the participant is made whole by the recovery.

- To the entire amount of the recovery to the extent of the expenses payable by the plan. The plan's right to reimbursement from the recovery is in the first priority and is not offset or reduced in any way by the participant's attorney's fees or costs in obtaining the recovery. The plan disavows any obligation to pay all or any portion of the participant's attorney's fees or costs in obtaining the recovery. The common fund doctrine and other similar common law doctrines do not reduce or affect the plan's right to reimbursement.
- Plan's Subrogation Right to Initiate Legal Action.

If a participant does not bring an action against the other party who caused the need for the benefits paid by the plan within a reasonable period of time after the claim arises, the plan shall have the right to bring an action against the other party to enforce and protect its right to reimbursement. In this circumstance, the plan shall be responsible for its own attorney's fees.

#### Cooperation of Participant.

A participant shall do whatever is necessary and shall cooperate fully to secure the rights of the plan. This includes assigning the participant's rights against any other party to the plan and executing any other legal documents that may be required by the plan. This also includes keeping the plan notified of any efforts to recover money from the party who caused the need for the plan to pay benefits, including providing the plan with copies of all correspondence, court documents, pleadings, demands or any other communications relating to those efforts.

#### Plan's Right to Withhold Payment.

The plan may withhold payment of benefits when it appears that a party other than the participant or the plan may be liable for the expenses until such liability is legally determined. Further, as a precondition to paying benefits when it appears that the need for the benefits payable by the plan was caused by another party, the plan may withhold the payment of benefits until the participant signs an agreement furnished by the Plan Administrator setting forth the plan's right to reimbursement and subrogation right. The plan may also withhold payment if the participant or his representative does not cooperate with the plan as may be required by the plan. The plan's right to withhold payment also includes the right to recoup payment from any provider to whom the plan has paid benefits on behalf of the participant.

#### Preconditions to Participation and the Receipt of Benefits.

All of the following rules are preconditions to an individual's participation in the plan and the receipt of plan benefits:

- The participant agrees not to raise any make-whole, common fund, or other apportionment claim or defense to any action or case involving reimbursement or subrogation in connection with the plan, and acknowledges that the plan expressly disavows such claims or defenses.
- The participant agrees not to raise any ERISA jurisdictional or procedural issue that would defeat the plan's claim to reimbursement or subrogation in connection with the plan.
- The participant specifically acknowledges the plan's fiduciary right to bring an equitable reimbursement recovery action under Section 502 of ERISA should the participant obtain or be entitled to obtain a recovery from another party who is or may be liable for the expenses paid by the plan and to obtain an equitable lien over any property or recovery to the extent of the expenses payable by the plan.
- The participant specifically recognizes that the plan has the right to intervene in any third party action to enforce its reimbursement rights. The participant consents to such intervention.
- The participant specifically agrees that the plan has the right to obtain injunctive relief prohibiting the participant from accepting or receiving any settlement or other recovery related to the expenses paid by the plan until the plan's right to reimbursement is fully satisfied. The participant consents to such injunctive relief.

#### Notice and Settlement of Claim.

A participant shall give the Plan Administrator written notice of any claim against another party as soon as the participant becomes aware that he may recover damages from another party. A participant shall be deemed to be aware that he may recover damages from another party upon the earliest of the following events:

- The date the participant retains an attorney in connection with the claim.
- The date a written notice of the claim is presented to another party or the other party's insurer or attorney by the participant or by the participant's insurer or attorney.

- A participant shall not compromise or settle any claim against another party without the prior written consent of the Plan Administrator. If a participant fails to provide the Plan Administrator with written notice of a claim as required in this section, or if a participant compromises or settles a claim without prior written consent as required in this section, the Plan Administrator can, at its discretion, take back previously made payments equal to the amount of the plan's claim.

**Provisional Payment of Disputed Claim.**

In the event of a conflict between the Coordination of Benefits provisions of this plan and any other plan, the Plan Administrator may take such action as it considers reasonably necessary to avoid hardship caused by a delay in payment of the disputed claim, including payment of such claim with reservation of the plan's rights of recovery from the other plan in accordance with the reimbursement and subrogation provisions of this plan.

For purposes of this subsection, the term "you" or "participant" includes you and any person claiming through or on behalf of you, including relatives, heirs, assigns and successors.

If the plan pays benefits and another party (other than the participant or the plan) is or may be liable for the expenses, the plan has a right of reimbursement that entitles it to recover from the participant or another party 100% of the amount of benefits paid by the plan to or on behalf of the participant.

## SECTION 16. MEDICARE AND OTHER FEDERAL OR STATE GOVERNMENT PROGRAMS

### **Nonduplication of Benefits.**

Your benefits under this plan cannot duplicate any benefits you are, or could be, eligible for under Medicare or any other federal or state government program. If the plan covers a service that is also covered by one of those programs, any sums payable under that program for that service must be paid to the plan. The plan will apply the rules for coordination of benefits described in the *Coordination of Benefits* section of this SPD after your benefits from the plan have been calculated under the rules in this section. The plan will reduce allowable expenses by any benefits available for those expenses under Medicare or any other federal or state governmental program to the extent permitted by law. You must fill out and return to us any information requested to make sure the plan receives reimbursement by those programs.

### **Coordination With Medicare.**

The following rules apply to coordination with Medicare, except as required otherwise by applicable law:

Election Against Coverage. Despite any other provision of this plan, if you elect not to be covered by this plan, Medicare will be the primary plan and the coverage provided by this plan will not be available.

Participants Age 65 and Over. Medicare is primary to this plan for former employees who are covered by Medicare because of age.

Disabled Participants Under Age 65. If you are covered by Medicare because of disability and you, your spouse, or your parent is a former employee of the City, Medicare will be primary to this plan.

Participants Eligible for Medicare ESRD Benefits. Except as provided below, if you are entitled to or eligible for end-stage renal disease (“ESRD”) Medicare benefits, this plan will be primary to Medicare for the first 30 months of eligibility for Medicare ESRD benefits plus any applicable waiting period for those benefits. After that time, Medicare will be primary. If you have primary coverage under Medicare by reason of age or disability and you later become eligible for Medicare ESRD coverage, Medicare will remain primary to this plan.

Participants Eligible for Medicare and PHSA. Coordination of Medicare and PHSA benefits centers around the “current employment status” of an individual. If an employee who is covered by a group health plan and entitled to Medicare terminates employment, ending the current employment status, Medicare becomes the primary plan, if PHSA is elected. The exception to this rule is if an individual is entitled to Medicare due to End Stage Renal Disease (“ESRD”). If an individual is entitled to Medicare, has ESRD and is on PHSA, PHSA (the group health plan) is primary plan for the first 30 months, and Medicare is secondary.

Statutory and Regulatory Changes. Despite any other provision of this plan, if any existing legislation or regulation is amended or altered, or if any new legislation or regulation is enacted or adopted, further permitting this plan to be secondary to Medicare, this plan will be secondary to Medicare as permitted by that legislation or regulation.

### **Children’s Health Insurance Program (CHIP).**

This plan will be considered primary to any CHIP coverage that supplements this plan.

### **State Medical Assistance Plan.**

When the plan enrolls a person or determines or makes any payment for a person's benefits, the plan will not consider the fact that the person is eligible for or is provided medical assistance under a state medical assistance plan approved under Title XIX of the Social Security Act (“Medicaid”). To the extent that payment has been made under a state Medicaid plan when the plan is legally responsible to pay for health care benefits, the plan will pay for benefits according to any state law that provides that the state has acquired the rights to such payment with respect to a participant. The plan will pay benefits with respect to a participant in accordance with any assignment of rights made by or on behalf of the participant as required by a state Medicaid plan.

#### **SECTION 17. NO RIGHTS UNDER ERISA**

The Employee Retirement Income Security Act of 1974 (ERISA) does not apply to this plan.

## SECTION 18. HIPAA PRIVACY PROVISIONS

This section describes the rules that govern the plan's use and disclosure of your protected health information and is intended to comply with the plan amendment requirements of the HIPAA privacy regulations ("Privacy Rules"). For purposes of this section only, any references to "you" or "your" apply not only to current, former, and deceased participants, but also to any individual who is the subject of the PHI (such as spouses and dependents).

### Information Protected by the Privacy Rules.

The Privacy Rules safeguard "protected health information" ("PHI"). PHI includes all of your individually identifiable health information that is transmitted or maintained by the plan, regardless of its form (written, electronic or oral). "Individually identifiable health information" is information that:

- (i) is created or received by a health plan, health care provider, health care clearinghouse, or employer;
- (ii) relates to your physical or mental health or condition, including information related to the provision of or payment for your health care; and
- (iii) identifies you (or reasonably could be used to identify you).

### How the Plan May Use or Disclose Your PHI.

**Overview of Disclosures.** The plan may not use or disclose your PHI unless the Privacy Rules specifically permit the plan to do so, or unless you authorize the plan to do so. The uses and disclosures that the Privacy Rules specifically permit include those for treatment, payment and health care operations of the plan. The plan also may use or disclose your PHI for certain "public policy" reasons listed below. Generally, if the plan uses or discloses your PHI, the plan must take reasonable steps to limit the information to the minimum amount necessary to accomplish the purpose of the use or disclosure.

**Treatment, Payment, and Health Care Operations.** "Treatment" generally means providing, coordinating, and managing your health care. This includes activities such as consultation among your health care providers or your being referred from one health care provider to another. "Payment" generally means the activities undertaken to obtain or provide payment for your health care under the plan. This includes billing, claims management, eligibility and coverage determinations, subrogation, coordination of benefits, utilization review, and medical necessity determinations. "Health care operations" includes other activities related to treatment and payment, such as credentialing, auditing, reinsurance, etc.

**Authorization.** You may authorize the plan to make certain uses and disclosures of your PHI. The plan can rely on your written authorization for any use or disclosure of your PHI so long as the authorization contains the following elements:

- a specific and meaningful description of the information to be used or disclosed;
- the person(s) or category of persons authorized to make the requested use or disclosure;
- the person(s) or category of persons to whom the plan is authorized to make the requested use or disclosure;
- a description of each purpose of the requested use or disclosure (this description can merely say, "at the request of the individual" if you initiate the authorization and do not provide a statement of the purpose);
- an expiration date or expiration event; and
- your signature and the date.

The authorization must also notify you of your right to revoke the authorization in writing at any time, so long as the plan has not taken action in reliance on your authorization. The plan may not condition treatment, payment, enrollment or eligibility for benefits on whether you sign the authorization (except in limited circumstances under the Privacy Rules with regard to enrollment or eligibility for benefits). Be aware that PHI disclosed pursuant to your authorization is potentially subject to re-disclosure by the recipient and might no longer be protected under the Privacy Rules.

**Public Policy Disclosures.** The plan may disclose your PHI (other than PHI contained in psychotherapy notes) without obtaining your authorization in the following situations (as defined in the Privacy Rules):

- when required by law so long as the use or disclosure complies with and is limited to the relevant requirements of that law and complies with the special limitations surrounding disclosures about victims of abuse, neglect or domestic violence, disclosures for judicial and administrative proceedings, and disclosures for law enforcement purposes;



- for certain public health activities;
- to a government authority authorized by law when the plan reasonably believes that you are a victim of abuse, neglect, or domestic violence;
- for certain health oversight activities authorized by law;
- for certain judicial and administrative proceedings;
- to a law enforcement official for certain law enforcement purposes;
- to coroners, medical examiners, or funeral directors;
- to organ procurement organizations regarding cadaveric organs, eyes, or tissue for certain donation and transplant purposes;
- for certain research purposes;
- to avert a serious threat to health or safety;
- for specialized government functions (such as separation or discharge from the military, determining eligibility for veterans' benefits, matters of national security or intelligence, etc.); and
- to the extent necessary to comply with workers' compensation or similar laws.

### **What the Plan Is Required to Do with Your PHI.**

The plan must do the following in accordance with the applicable provisions of the Privacy Rules (§ 164.524 to 164.528):

- upon your request, make your PHI available to you (other than psychotherapy notes or information compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding);
- upon your request, correct errors in your PHI;
- upon your request, provide you with an accounting of disclosures of your PHI made by the plan (excluding disclosures made before the effective date or the date six years prior to the date on which you request an accounting). Note, however, that the plan is not required to provide you with an accounting of disclosures made before the effective date or the date six years prior to the date on which you request an accounting of disclosures. Similarly, your right to an accounting of disclosures does not apply to disclosures made (1) to carry out treatment, payment, or health care operations; (2) to you; (3) incident to a use or disclosure otherwise permitted or required by the Privacy Rules; (4) pursuant to an authorization signed by you; (5) to persons involved in your care or for other permitted notification purposes (e.g., following a natural disaster); (6) for national security or intelligence purposes; (7) to correctional institutions or law enforcement officials; and
- make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services for purposes of determining the plan's compliance with the Privacy Rules.

### **Which Employees of Grand Valley State University May Have Access to Your PHI.**

Without your authorization, the plan may not disclose PHI to the University until the plan has received a certification by the University that the plan documents have been amended to protect PHI in accordance with the Privacy Rules, and that the University agrees to abide by the amendment. Only the following employees ("authorized employees") of the University are permitted to access your PHI:

- Director – Benefits and Wellness;
- Benefits Specialist;
- Employment and Benefits Assistant.

### **What Employees of Grand Valley State University May Do With Your PHI.**

The plan may disclose your PHI to the authorized employees of Grand Valley State University described above. Authorized employees may then use or disclose your PHI only for the following plan administration functions:

- activities by the plan to obtain premiums or to determine or fulfill its responsibility for coverage and provision of benefits under the plan;
- activities to obtain or provide reimbursement for your health care;
- making eligibility and coverage determinations;
- making coordination of benefits determinations;
- adjudication of health benefit claims;

- final adjudication of appeals of claim denials;
- subrogation of health benefit claims;
- providing assistance to participants in eligibility and benefit matters;
- risk adjusting based on enrollee status and demographic characteristics;
- billing, claims management, collection activities, obtaining payment under a contract for reinsurance (including stop-loss insurance and excess loss insurance), and related health care data processing;
- review of health care services with respect to medical necessity, coverage under a health plan, appropriateness of care, or justification of charges;
- utilization review activities, including pre-certification and pre-authorization of services, concurrent and retrospective review of services;
- limited disclosures to consumer reporting agencies;
- internal quality oversight review;
- credentialing and health care provider evaluation;
- underwriting, insurance rating and other activities relating to creation, renewal, or replacement of a contract of health insurance or health benefits (including stop-loss insurance, excess insurance, and professional liability insurance);
- medical review, legal services, and auditing functions (including fraud and abuse detection);
- business planning, management and general administration; and
- filing claims under stop-loss insurance, excess insurance, and professional liability insurance.

### **How Grand Valley State University's Authorized Employees Will Be Disciplined If They Violate the Privacy Rules.**

If an authorized employee uses or discloses PHI in ways other than those listed above, he or she will be subject to appropriate sanctions and the plan will work to mitigate any harmful effects to the covered person.

### **Obligations of Grand Valley State University under the Privacy Rules.**

Once the University has received PHI, it must do the following in accordance with the applicable provisions of the Privacy Rules (§ 164.524 to 164.528):

- not use or further disclose PHI other than as permitted or required by the plan or as required by law;
- ensure that any agents, including subcontractors, to whom it provides PHI received from the plan agree to the same restrictions and conditions that apply to the University with respect to that PHI;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or any of its other employee benefit plans, unless authorized by the employee;
- report to the plan any use or disclosure of PHI of which the University becomes aware that is inconsistent with the uses or disclosures allowed by the plan;
- upon your request, make your PHI available to you (excluding any psychotherapy notes or information compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding);
- upon your request, correct errors in your PHI;
- upon your request, provide you with an accounting of disclosures of your PHI made by the plan (excluding disclosures made before the effective date or the date six years prior to the date on which you request an accounting). Your right to an accounting of disclosures does not apply to disclosures made (1) to carry out treatment, payment, or health care operations (as defined in the Privacy Rules); (2) to you; (3) incident to a use or disclosure otherwise permitted or required by the Privacy Rules; (4) pursuant to an authorization signed by you; (5) to persons involved in your care or for other permitted notification purposes (e.g., following a natural disaster); (6) for national security or intelligence purposes; (7) to correctional institutions or law enforcement officials.
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the plan available to the Secretary of Health and Human Services for purposes of determining the plan's compliance with the Privacy Rules;
- if feasible, return or destroy all PHI received from the plan that the University still maintains in any form and retain no copies of PHI when no longer needed for the purpose for which the disclosure was originally made. If such return or destruction is not feasible, the University must limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible; and
- ensure that adequate separation between the plan and the University is established, as required by the Privacy Rules.

**Obligations of Grand Valley State University under the Security Rules.**

With respect to electronic forms of PHI, the University must do the following in accordance with the applicable provisions of the Security Rules (§ 164.302 to 164.318):

- implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI created, received, maintained or transmitted on behalf of the plan;
- ensure that adequate separation between the plan and the University is supported by reasonable and appropriate security measures;
- ensure that any agents, including subcontractors, with access to PHI agree to implement reasonable and appropriate security measures to protect electronic PHI; and
- report to the plan any significant security incident involving electronic PHI of which it become aware.

## SECTION 19. DEFINITIONS

**Acupuncture.** A technique used to deliver anesthesia or analgesia, or for treating condition of the body (when clinical efficacy has been established for treatment of such conditions) by passing long, thin needles through the skin.

**Adverse Benefit Determination.** A denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a participants' eligibility to participate in a plan, including a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit resulting from the application of any utilization review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be experimental or investigational or not medically/clinically necessary or appropriate.

**Allowed Amount.** Maximum amount on which payment is based for covered services. The allowed amount is determined by the Benefit Administrator. If a non-participating provider charges more than the allowed amount, you may have to pay the difference. See Balance Billing for additional information.

**Amendment.** A legal document that is part of your plan, that explains any additional benefits, limitations or other modifications to the coverage outlined in the plan.

**Appeal.** A request for your plan to review a decision again.

**Applied Behavior Analysis (ABA).** Outpatient treatment involving behavioral modification techniques in which reinforcement, either positive or negative, is used to encourage or reduce certain behaviors. The treatment is delivered in a highly structured and intensive program with one-to-one instruction by a certified therapist.

**Autism Spectrum Disorder.** A developmental disorder of brain function which is classified as one of the pervasive developmental disorders. For purposes of this plan, Autism Spectrum Disorder is treatment coverage for diagnosis of Autistic Disorder, Unspecified Pervasive Developmental Disorder, and Other Pervasive Developmental Disorders (Asperger's Disorder, Rhett's Disorder).

**Autism Spectrum Disorders Treatment Plan.** A written, comprehensive and individualized intervention plan that incorporates specific treatment goals and objectives. The plan is (a) developed by a health professional who has the appropriate behavioral health credentials and who is operating within his or her scope of practice when the treatment of an Autism Spectrum Disorder is first prescribed; or (b) ordered by a physician or licensed psychologist.

**Balance Billing.** When a non-network provider bills you for the difference between the provider's charge and the allowed amount. For example, if a non-network provider's charge is \$100 and the allowed amount is \$70, the non-network provider may bill you for the remaining \$30. A network provider may not balance bill you.

**Behavioral Health Department.** The department that assesses and arranges inpatient mental health and substance abuse services for covered participants. The department is available for assessment 24 hours a day.

**Benefit Administrator.** PRIORITY HEALTH MANAGED BENEFITS, INC., 1231 East Beltline, NE, Grand Rapids, MI 49525-4501.

**Birthing Center.** A legally operating institution or facility which is licensed and equipped to provide immediate prenatal care, delivery and postpartum care to the pregnant individual under the direction and supervision of one or more physicians specializing in obstetrics or gynecology or a certified nurse midwife. It must provide for 24 hour nursing care provided by registered nurses or certified nurse midwives.

**Certificate of Creditable Coverage.** A certificate issued to the participant upon termination of coverage under the plan. See the *Termination of Coverage* section of this plan for further information.

**Child (Children).** Any of the following individuals with respect to a retiree: a natural biological child; a step child; a legally adopted child or a child legally placed for adoption; a child under the retiree's or spouse's or household member's legal guardianship; a child of a household member, or a child who is considered an alternate recipient under a Qualified Medical Child Support Order (even if the child does not meet the definition of "dependent").

**Child Placed for Adoption.** A child in your custody for whom you have assumed and retain a legal obligation to provide partial or total support in anticipation of adoption.

**CHIP/CHIPRA.** A state's Children's Health Insurance Program under the Children's Health Insurance Program Reauthorization Act of 2009.

**Chiropractor.** A person who is licensed by the state to practice chiropractic care, a method of treating disease by the manipulation of body joints, especially of the spine.

**COBRA.** The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

**Coinsurance.** The percentage of covered health care costs for which the covered person has a financial responsibility, usually according to a fixed percentage. Often coinsurance applies after first meeting a deductible requirement.

**Coinsurance Maximum.** Your total percentage cost sharing for covered services that you pay in a plan year. Your coinsurance maximum applies toward your out-of-pocket limit. The *Schedule of Benefits* provides information regarding your coinsurance maximum and any exclusions that apply to your coinsurance maximum.

**Complications of Pregnancy.** Conditions due to pregnancy, labor and delivery that require medical care to prevent serious harm to the health of the mother or the fetus. Examples of such conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion, hyperemesis gravidarum, pre-eclampsia, and similar medical and surgical conditions of comparable severity. It also includes conditions such as termination of ectopic pregnancy, and spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible. It does not include medically/clinically necessary or emergency cesarean section, false labor, occasional spotting, physician-prescribed rest during a pregnancy, morning sickness and similar conditions associated with the management of a difficult pregnancy not constituting a distinct complication of pregnancy.

**Congenital Birth Defect.** A condition that is present at birth.

**Copayment.** The amount you must pay directly to a provider of covered services for those services and supplies. You must pay this amount when you receive services or supplies. The copayments are listed in the *Schedule of Medical Benefits*.

**Covered Services, Covered Expenses, Coverage, Covered or Cover.** Those services and supplies that you are entitled to under this plan, if they are medically/clinically necessary and you have met all other requirements of the plan. The plan might limit payments for some of those services and supplies. When we say the plan will "cover" a service or supply that means the plan will treat the service or supply as a covered service. When we say the plan will "cover" an expense, that means the plan will treat it as a covered expense and pay the expense, subject to limitations in this SPD and the *Schedules of Benefits*.

**Custodial Care.** Care you receive if, in our opinion, you have reached the maximum level of mental and/or physical function and you will not improve significantly more. This type of care includes room and board, therapies, nursing care, home health aides and personal care designed to help you in the activities of daily living and home care and adult day care that you receive, or could receive, from a member of your family.

**Deductible.** The amount of covered expenses for covered services that a participant must incur during the plan year before the plan will pay benefits.

**Dentist.** Someone who is currently licensed to practice dentistry and is acting within the scope of his or her license.

**Dependent.** Any dependent of the retiree: (a) who meets the eligibility requirements explained in this SPD; (b) who has been enrolled as required by this SPD; and (c) for whom all required participant contributions have been paid.

**Disabled or Disability.** Under the Social Security Act, you are disabled or have a disability if, taking into account your age, education and past work experience, you are unable to perform any substantial gainful activity by reason of a medically determinable physical or mental impairment or a combination of impairments, which can be expected to result in death or which has lasted or can be expected to last at least 12 consecutive months.

**Durable Medical Equipment.** Equipment that is: (a) made for repeated use; (b) mainly used for a medical purpose; (c) appropriate to use at home; and (d) generally not useful unless a person has an illness or injury.

**Effective Date.** The effective date of the plan; the date you are eligible for coverage as defined in the *Eligibility* section of this SPD.

**Emergency Medical Condition.** An illness, injury, symptom or condition so serious that a reasonable person would seek care right away to avoid severe harm.

**Emergency Transportation.** Ambulance services for an emergency medical condition.

**Emergency Room Care.** Emergency services you get in an emergency room.

**Emergency Services.** Evaluation of an emergency medical condition and treatment to keep the condition from getting worse.

**Enrollment Date.** The first date of coverage under the plan, or if there is a waiting period, the first day of the waiting period. The waiting period is any period that must pass before you are eligible to enroll under the terms of this plan.

**Essential Health Benefits.** Any medical expense that falls under the following categories, as defined under the Patient Protection and Affordable Care Act; ambulatory patient services; emergency services; hospitalization; maternity and newborn care; mental health and substance use disorder services, including behavioral health treatment; prescription drugs; rehabilitative and habilitative services and devices; laboratory services; preventive and wellness services and chronic disease management; and pediatric services, including oral and vision care, etc.

**Excluded Services.** Health care services that your health plan doesn't pay for or cover.

**Experimental, Investigational or Unproven Services.** Priority Health uses the following criteria when evaluating new technologies, procedures and drugs:

- 1) Evidence of clear therapeutic effectiveness when used in the general population as demonstrated in peer-reviewed clinical trials.
- 2) Evidence of patient safety when used in the general population.
- 3) Evidence that the medical community in general accepts the safety and effectiveness of the service outside of investigational setting.
- 4) Evidence of clinical meaningful outcomes.
- 5) Evidence that clinically meaningful outcomes can be attained at a reasonable cost.

**FMLA.** The Family and Medical Leave Act of 1993, as amended.

**Genetic Information.** Information about the genetic tests of an individual or his family of covered individuals, and information about the manifestations of disease or disorder in family covered individuals of the individual. A "genetic test" means an analysis of human DNA, RNA, chromosomes, proteins, or metabolites, which detects genotypes, mutations, or chromosomal changes. It does not mean an analysis of proteins or metabolites that is directly related to a manifested disease, disorder, or pathological condition that could reasonably be detected by a health care professional with appropriate training and expertise in the field of medicine involved. Genetic information does not include information about the age or gender of an individual.

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

**Health Care Reform.** The provisions of the Patient Protection and Affordable Health Care Act (PPACA), as amended by the Health Care and Education Reconciliation Act (Reconciliation Act), applicable to major medical coverage to the fullest extent allowed by law.

**Health Professional.** An individual licensed, certified or authorized under state law to practice a health profession.

**HIPAA.** The Health Insurance Portability and Accountability Act of 1996, as amended.

**Home Health Care.** Health care services a person receives at home.

**Hospice Care.** Services for the terminally ill and their families, including pain management and other support services.

**Hospital.** An appropriately licensed acute care institution that provides inpatient medical care and treatment for ill and injured persons through medical, diagnostic, and major surgical facilities. All services must be provided on its premises under the supervision of a staff of physicians and with 24-hour nursing and physician services.

**Hospital Inpatient Care.** Care in a hospital that requires admission as an inpatient and usually requires an overnight stay. An overnight stay for hospital observation care may be considered outpatient care.

**Hospital Observation Care.** Short term treatment and monitoring that is provided on an outpatient basis. This type of care is commonly provided after you visit an emergency room to allow health professionals to determine if you can be discharged or if you need to be admitted as an inpatient for additional treatment. Hospital observation care is typically limited to 24-48 hours. Even when you are required to stay at the hospital overnight, if you are receiving observation care, you have not been admitted as an inpatient. See your *Schedule of Benefits* for information about your hospital outpatient care benefit.

**Hospital Outpatient Care.** Care in a hospital that usually doesn't require an overnight stay.

**Household Member Program (Domestic Partnership).** Under the Household Member Program, a GVSU faculty/staff member who does not already enroll a spouse in the health plans may enroll one adult individual for benefit coverage, but only if all of the following eligible criteria are met:

- The faculty/staff member is eligible for GVSU's benefits.
- The household member, at the time of proposed enrollment, resides in the same residence as the faculty/staff member and has done so for the previous 18 continuous months, other than as a tenant.
- The household member is not a dependent of the retiree as defined by the IRS.

Children of a household member are also eligible for this benefit if they are members of the faculty/staff member's household and meet IRS dependent criteria as well as University dependent coverage policy (up to 26, or while a student).

Eligibility for coverage of a household member, or of a household member's dependent, ceases on the date that the above criteria are not met.

The following individuals are not eligible for participation in this program:

- Children of faculty/staff and their descendants (children, grandchildren).
- Parents of faculty/staff.
- Parents' other descendants (siblings, nieces, nephews).
- Grandparents and their descendants (aunts, uncles, cousins).
- Renters, boarders, tenants.

This program does not affect the rights of or criteria applicable to any faculty/staff member qualifying for enrollment in GVSU's benefit plans under any other applicable university policy. Household member enrollment must be completed during the open enrollment period or no more than 30 days after all of the above criteria are met.

**Ill or Illness.** A sickness or a disease, including congenital defects or birth abnormalities.

**Incapacitated Dependent.** A dependent is eligible for coverage as an incapacitated dependent if the dependent meets the requirements of the *Eligibility* section of this plan.

**Independent Contractor.** Someone who signs an agreement with the employer as an independent contractor or an entity or individual who performs services to or on behalf of the employer who is not a retiree or an officer of the employer and who retains control over how the work gets done. The employer who hires the independent contractor controls only the outcome of the work and not the performance of the hired service. Determination as to whether an individual or entity is an independent contractor shall be made consistent with Section §530 of the Internal Revenue Code.

**Infertility.** Incapable of producing offspring.

**Injury or Injured.** Accidental bodily injury including all related conditions and recurrent symptoms.

**Intellectual Disabilities.** Disabilities characterized by significant limitations both in intellectual functioning and in adaptive behavior, which covers many everyday social and practical skills originating before the age of 18.

**Large Group Health Plan.** A group health plan that covers employees of one employer who had at least 100 employees on a typical business day during the previous calendar year.

**Late Enrollee.** A person who enrolls in the plan at a time (a) other than the first time the person was eligible to enroll; or (b) at a time other than a special enrollment period.

**Learning Disability.** A group of disorders that results in significant difficulties in one or more of seven areas including: Basic reading skills, reading comprehension, oral expression, listening comprehension, written expression, mathematical calculation and mathematical reasoning. Specific learning disabilities are diagnosed when the individual's achievement on standardized tests in a given area is substantially below that expected for age, schooling and level of intelligence.

**Medicaid.** Title XIX of the Social Security Act, as amended.

**Medical Director.** A duly licensed physician designated by the Benefits Administrator to supervise and manage the medical aspects of the plan.

**Medical Emergency.** The sudden onset of a medical condition with signs and symptoms of sufficient severity, including severe pain, that the absence of immediate medical attention could reasonably be expected to result in serious jeopardy to the individual's health (or to a pregnancy in the case of a pregnant woman), serious impairment of bodily functions, or serious dysfunction of any bodily organ or part.

**Medically/Clinically Necessary.** The services or supplies needed to diagnose, care for or treat your physical or mental condition. The Benefit Administrator, or anyone acting at the Benefit Administrator's request, determines whether services or supplies are medically/clinically necessary according to the Benefit Administrator's medical and behavioral health policies or adopted criteria that have been approved by community physicians and other providers. The services and supplies must be widely accepted professionally in the United States as effective, appropriate, and essential, based upon nationally accepted standards of the health care specialty involved.

All of the following are considered not to be medically/clinically necessary:

- Those services rendered by a health professional that do not require the technical skills of such a provider;
- Those services and supplies furnished mainly for the personal comfort or convenience of you, anyone who cares for you, or anyone who is part of your family;
- Those services and supplies furnished to you only because you are an inpatient on any day on which your physical or mental condition could safely and adequately be diagnosed or treated as an outpatient; and
- That part of the cost that exceeds the cost of any other service or supply that would have been sufficient to safely and adequately diagnose or treat your physical or mental condition.

**Medicare.** Title XVIII of the Social Security Act, as amended.

**Mental Health Treatment Facility.** A mental health treatment facility is a facility that: (a) meets applicable licensing standards; (b) provides a program for the diagnosis, evaluation and treatment of mental health conditions; (c) prepares and maintains a written plan of treatment for each patient based on medical, psychological and social needs; (d) provides all normal infirmity-level medical services and arranges with a hospital for any other medical service that may be required; (e) is under the supervision of a psychiatrist; and (f) provides skilled nursing care by licensed nurses, who are directed by a registered nurse.

**Morbid Obesity.** A Body Mass Index (BMI) that is greater than or equal to 40 kg/m<sup>2</sup>. If there are serious (life-threatening) medical condition(s) exacerbated by, or caused by obesity not controlled despite maximum medical therapy and patient compliance with medical treatment plan, a BMI greater than or equal to 35 kg/m<sup>2</sup> is applied. Morbid obesity for a covered person who is less than 19 years of age means a BMI that falls above the 95th percentile on the growth chart.

**Motor Vehicle.** Except as this SPD specifically provides otherwise, a motor vehicle means an automobile, trailer or any other vehicle that has two or more wheels and is operated or designed for operation on a public highway by power other than muscular power. A motor vehicle does not include a motorcycle, dirt bike, moped, all terrain vehicle ("ATV"), off road vehicle ("ORV"), farm tractor or other implement of husbandry that is not subject to the requirements of a vehicle code.



**Network.** An organization that contracts with providers to provide discounted services to covered participants.

**Network Provider.** A health professional or other entity that contracts with the Benefit Administrator or a designated entity to provide network services to participants.

**Network Services, Network Benefits.** Except as specifically provided by this SPD, services rendered by a network provider, (with prior certification, if required). These services are covered as described in the *Medical Benefits* section of this SPD.

**Newborn.** A child 30 days old or younger.

**NMHPA.** The Newborns' and Mothers' Health Protection Act.

**No-Fault Auto Insurance.** The basic reparations provision of a law providing for payments without determining fault in connection with automobile accidents.

**Non-Covered or Excluded Services.** Health care services that this plan does not pay for or cover.

**Non-Essential Health Benefits.** Any medical benefit that is not an Essential Health Benefit. Please refer to the Essential Health Benefits definition.

**Non-Network Provider.** A health professional or other entity who has not contracted with the Benefit Administrator or designated entity to provide network services to participants.

**Non-Network Services, Non-Network Benefits, Non-Network.** Services obtained from non-network providers. These services are covered as described in the *Medical Benefits* section of this SPD.

**Non-Occupational Illness and Non-Occupational Injury.** An illness or injury that does not arise out of (or in the course of) any work for pay or profit, and does not in any way result from an illness or injury that does arise from work for pay or profit. If we (or the Benefit Administrator) obtain proof that you are covered under a worker's compensation law or similar law, but that you are not covered for a particular illness or injury under that law, that illness or injury will be considered "non-occupational" regardless of cause.

**Nurse Midwife.** An individual licensed as a registered professional nurse who has been issued a specialty certification in the practice of nurse midwifery.

**Open Enrollment Period.** A period of time established by the Plan Administrator during which eligible employees and their eligible dependents may be enrolled as participants.

**Orthognathic Condition.** A skeletal mismatch of the jaw (such as when one jaw is too large or too small, too far forward or too far back). An orthognathic condition may cause overbite, under bite, or open bite. orthognathic surgery may be performed to correct skeletal mismatches of the jaw.

**Out-of-Pocket Limit.** The maximum amount of deductibles, copayments and coinsurance you will pay for covered services in a plan year. Once you reach this overall maximum, covered services will be covered at 100% with no cost to you. The *Schedule of Benefits* provides information regarding your out-of-pocket limit and any exclusions that apply to your out-of-pocket limit.

**Palliative Foot Care.** The cutting or removal of corns or calluses unless at least part of the nail root is removed or unless needed to treat a metabolic or peripheral vascular disease; the trimming of nails; other hygienic and preventative maintenance care or debridement, such as cleaning and soaking of the feet, and the use of skin creams to maintain the skin tone of both ambulatory and non-ambulatory covered persons; and any services performed in the absence of localized illness, injury, or symptoms involving the foot.

**Participant.** A person enrolled with the plan as a retiree or covered dependent.

**Pharmacy.** An establishment where prescription drugs are legally dispensed.

**Physician.** A licensed medical doctor (M.D. – Medical Doctor or D.O. – Doctor of Osteopathic Medicine) or surgeon.

**Plan.** The health care plan maintained by us, including the plan document, this SPD, the *Schedules of Benefits*, all amendments and attachments.

**Plan Administrator and Named Fiduciary.** Grand Valley State University is the Plan Administrator and Named Fiduciary of the plan. As the Plan Administrator, Grand Valley State University has the authority to control and manage the operation and administration of the plan. Grand Valley State University has the responsibility and discretionary authority to review and make final decisions on all determinations of eligibility and all claims to benefits and to interpret the provisions of the plan for purposes of resolving any inconsistency or ambiguity, making any factual determination, correcting any error, or supplying information to correct any omission in the plan.

**Plan Document.** The document that addresses the establishment, administration and other aspects of the plan.

**Plan Year.** The 12 month period beginning each January 1 and ending each December 31 that corresponds to the period on which the plan is reported for Form 5500 Series purposes and on which benefit limitations and maximums are calculated.

**Predecessor Plan.** The group health plan maintained immediately before the effective date of this plan.

**Preventive Health Services.** Routine care described in Priority Health's preventive health care guidelines, and preventive services within this document, that are designated to maintain an individual in optimum health and to prevent unnecessary injury, illness or disability. These guidelines are available in the member center on Priority Health's website at [priorityhealth.com](http://priorityhealth.com) or from Priority Health's Customer Service Department. Priority Health's guidelines are based on federal requirements for coverage of preventive health care services contained in Section 1001 of the Patient Protection and Affordable Care Act (PPACA) available at [healthcare.gov](http://healthcare.gov).

**Prescription Drugs.** Drugs and medications that by law require a prescription.

**Primary Care.** Medical care received from a physician practicing in any of the following fields: Family Practice, General Practice, Gynecology, Internal Medicine, Obstetrics & Gynecology, Pediatrics, and Internal Medicine Pediatrics.

**Prior Certify or Prior Certification.** The process the Benefit Administrator uses to determine whether services or supplies are covered.

**Provider.** A physician (M.D. – Medical Doctor or D.O. – Doctor of Osteopathic Medicine), health care professional or health care facility, licensed, certified or accredited as required by state law.

**Qualified Medical Child Support Order (QMCSO).** A court order, judgment or decree issued by a court of competent jurisdiction providing for child support or health benefit coverage for a child of a participant, provided the order, judgment or decree meets all requirements established by law.

**Reasonable and Customary Charges.** Except as otherwise specified in this plan, the maximum amount Priority Health will allow for non-participating providers for any covered service, will be the lesser of: (a) the provider's usual charge for furnishing the service; or (b) the charge we determine to be the prevailing charge level for the service or supply. Criteria considered in setting the reasonable and customary charge for a particular service or supply may include the complexity of the service, the degree of skill required, the range of services provided by a facility and regional variations.

**Rescind or Rescission.** To retroactively terminate coverage under the plan.

**Reconstructive Surgery.** Surgery and follow-up treatment needed to correct or improve a part of the body because of birth defects, accidents, injuries or medical conditions.

**Rehabilitative Medicine Services.** Services that are restorative in nature and result in a meaningful improvement in our ability to perform functional day-to-day activities that are significant in your life role. These services may include physical, occupational and speech therapy, cardiac and pulmonary rehabilitation, and osteopathic and chiropractic manipulations.

**Residential Treatment.** Services provided in a facility where the focus of care is custodial and inpatient medically/clinically necessary criteria are not met.

**Retired Employee (Retiree).** A person who was employed full time by the employer who is no longer regularly at work and who is now retired under the employer's formal retirement program.

**Schedule of Benefits.** The document that outlines how benefits will be paid for covered services received at either the network or non-network benefits level, including copayments, coinsurance and deductibles. It also lists any maximum limitations that apply to your health care benefits.

**Service Area.** The geographical area, designated by the Benefit Administrator or its designee that encompasses the boundaries of the provider network. The Benefit Administrator or its designee publishes precise service area boundaries and you may obtain that information from the Benefit Administrator's Customer Service Department.

**Skilled Nursing, Subacute or Rehabilitation Facility.** A facility that is appropriately licensed to provide services in lieu of acute care in a hospital, including skilled nursing care and related services, subacute services and short-term rehabilitative therapy on an inpatient basis.

**Special Enrollment Period.** A period of enrollment other than an open enrollment period or enrollment period for newly eligible employees, during which an individual with special enrollment rights may elect to enroll in this plan. The *Enrollment* section of this SPD describes the circumstances under which special enrollment rights are available.

**Specialist or Specialist Provider.** A physician who focuses on a specific area of medicine or a group of patients to diagnose, manage, prevent or treat certain types of symptoms and conditions.

**Substance Abuse Treatment Facility.** A substance abuse treatment facility is a facility that: (a) meets licensing standards; (b) provides a program for diagnosis, evaluation and treatment of substance abuse; (c) prepares and maintains a written plan of treatment for each patient based on medical, psychological and social needs; (d) provides, on its premises, 24 hour detoxification services, infirmary level medical services or arranges with a hospital for any other medical services that may be required; (e) provides supervision by a staff of physicians, and; (f) provides skilled nursing care by licensed nurses who are directed by a registered nurse.

**Telemedicine.** The practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data and education using interactive audio, video, or data communications.

**Temporomandibular Joint Disorder (TMJ).** A disorder of the jaw joint(s) and/or associated parts resulting in pain or inability of the jaw to function properly.

**Terminal Illness or Terminally Ill.** A life expectancy of about six months.

**Third Party Administrator (TPA).** A service provider hired by the plan to process claims and perform other administrative services. The TPA does not assume liability for payment of benefits under this plan.

**Urgent Care.** Care for an illness, injury or condition serious enough that a reasonable person would seek care right away, but not so severe as to require emergency room care.

**Urgent Care Center.** A licensed facility, not including a hospital emergency room, which provides urgent care for the immediate treatment of an injury or illness.

**USERRA.** The Uniformed Services Employment and Reemployment Rights Act of 1994.

**We, Us, Our or University.** Grand Valley State University.

**WHCRA.** The Women's Health and Cancer Rights Act of 1998.

**You, Your or Yourself.** The participant, whether enrolled with the plan as a retiree or covered dependent.

## **SECTION 20. GENERAL PROVISIONS**

### **Independent Contractors.**

Neither the University, nor the Benefit Administrator directly provides any health care services under the plan, or have a right or responsibility to make medical treatment decisions. Only you, in consultation with your health professionals may make medical treatment decisions. We are only obligated to provide participants a network of health care services.

Neither the University, nor the Benefit Administrator will be liable for any claim or demand for injury or damage arising out of or in connection with the manufacturing, compounding, dispensing, or use of any prescription drug, or any other item, whether or not covered by the plan.

The University (in coordination with the Benefit Administrator) is responsible for making benefit determinations under the plan and its contracts with network providers, consistent with terms of the plan and subject to our ultimate discretion and control. Physicians and health professionals alone are responsible for making independent medical judgments.

You and your physician or health professional may begin or choose to continue medical treatment even if we deny coverage for those treatments. You will be responsible for the cost of those treatments. You (with your physician or health professional) may appeal any of our benefit decisions. Any inquiry, appeal or dispute must follow the procedure explained in the *Appeals* section of this SPD.

### **Entire Agreement.**

The plan document, this SPD, all amendments and the *Schedules of Benefits*, constitutes the entire plan. Beginning on the effective date of coverage, these supersede all other agreements for health care services and benefits between the parties.

### **Non-Assignment.**

You may not assign or transfer any of your rights to benefits or services under this plan, whether as a retiree or covered dependent.

### **Conformity with Applicable Law.**

This summary plan description is intended to conform to all laws and regulations that govern self-funded plans. If any part of this SPD is contrary to any applicable law or regulation, it will be deemed amended to the extent necessary to comply with the laws and regulations.

### **Conformity with the Patient Protection and Affordable Care Act as amended by the Health Care and Education Reconciliation Act.**

This summary plan description is intended to meet, but not exceed, any requirements of the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act (collectively, PPACA"). If any part of this SPD does not comply with PPACA or appears to exceed the requirements of PPACA, it shall be deemed amended to the extent necessary to meet compliance.

### **Discretionary Authority of Plan Administrator.**

The Plan Administrator has the responsibility and discretionary authority to review and make final decisions on all determinations of eligibility and all claims to benefits and to interpret the provisions of the plan for purposes of resolving any inconsistency or ambiguity, making any factual determination, correcting any error, or supplying information to correct any omission in the plan.

### **Mental Health Parity.**

Pursuant to the Mental Health Parity and Addiction Equity Act of 2008, this plan applies its term 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.

**Genetic Information Nondiscrimination Act of 2008 (GINA).**

Notwithstanding any provision of this plan to the contrary, this plan shall be operated and maintained in a manner consistent with GINA.

**Uniformed Services Employment and Reemployment Right Act of 1994. (USERRA).**

Notwithstanding any provision of this plan to the contrary, this plan shall be operated and maintained in a manner consistent with USERRA. The Plan Administrator shall, within the parameters of the law, establish uniform policies by which to provide such continuation coverage required by USERRA. See the *Continuation of Coverage* section of this plan for further information regarding USERRA.

**Legal Entity.**

This plan is the legal entity. Legal notice may be filed with, and legal process service upon, the Plan Administrator.

**Recovery of Overpayment.**

If the plan pays benefits which should not have been paid under the plan or pays benefits in excess of what should have been paid under the plan, the Plan Administrator shall have the right to recover such payment of excess from any individual, insurance company, or other third-party payer, provider, or any other organization to or for whom the payment was made. Recovery may be in the form of an offset against future amounts owed under the plan, by a lump-sum refund payment, or by any other method as the Plan Administrator, in its sole discretion, may require.

**Information Received by Customer Service.**

Information received during a customer service call concerning eligibility and/or covered services is not a guarantee of payment or verification of eligibility. Any payment of covered services or eligibility is subject to all the terms, conditions, limitations, and exclusions of your coverage on the date services are provided.

**The revised and restated Grand Valley State University Group Benefit Plan is adopted, by execution hereof, effective as of January 1, 2018.**

**GRAND VALLEY STATE UNIVERSITY**

**BY:** \_\_\_\_\_  
**Grand Valley State University**

**ITS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_