

Evidence of Coverage

Health Benefit Plan

City of Chattanooga - 2026

PPO Plan

of Tennessee

BlueCross BlueShield of Tennessee, Inc., an Independent Licensee of the BlueCross BlueShield Association

COMM-662 (1/2021)

BlueCross BlueShield of Tennessee (BlueCross) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex[1]. BlueCross does not exclude people or treat them less favorably because of race, color, national origin, age, disability or sex.

BlueCross:

- Provides people with disabilities reasonable modifications and free appropriate auxiliary aids and services to communicate effectively with us, such as: (1) qualified sign language interpreters and (2) written information in other formats, such as large print, audio and accessible electronic formats.
- Provides free language assistance services to people whose primary language is not English, such as: (1) qualified interpreters and (2) information written in other languages.

If you need these reasonable modifications, appropriate auxiliary aids and services, or language assistance services, contact a consumer advisor at the number on the back of your Member ID card or call 1-800-565-9140 (TTY: 1-800-848-0298 or 711).

If you believe that BlueCross has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance ("Nondiscrimination Grievance"). For help with preparing and submitting your Nondiscrimination Grievance, contact a consumer advisor at the number on the back of your Member ID card or call 1-800-565-9140 (TTY: 1-800-848-0298 or 711). They can provide you with the appropriate form to use in submitting a Nondiscrimination Grievance. You can file a Nondiscrimination Grievance in person or by mail, fax or email. Address your Nondiscrimination Grievance to: Nondiscrimination Grievance; c/o Manager, Operations, Member Benefits Administration; 1 Cameron Hill Circle, Suite 0019, Chattanooga, TN 37402-0019; (423) 591-9208 (fax); Nondiscrimination_OfficeGM@bcbst.com (email).

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1–800–368–1019, 800–537–7697 (TDD). Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

You can contact BlueCross's Nondiscrimination Coordinator at 423-535-1010 (TTY: 1-800-848-0298 or 711); Nondiscrimination_CoordinatorGM@bcbst.com (email); or Corporate Compliance, 1 Cameron Hill Circle, 1.4, Chattanooga, TN 37402.

This notice is available at BlueCross's website: bcbst.com.

BlueCross BlueShield of Tennessee, Inc., an Independent Licensee of the BlueCross BlueShield Association.

BlueCross BlueShield of Tennessee is a Qualified Health Plan Issuer in the Health Insurance Marketplace.

[1] Consistent with the scope of sex discrimination described at 45 CFR 92.101(a)(2))

ATTENTION: If you speak English, free language assistance services and appropriate auxiliary aids and services are available to you. Please call the Member Service number on the back of your Member ID card or 1-800-565-9140 (TTY: 1-800-848-0298).

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia con el idioma, así como ayudas y servicios auxiliares adecuados. Llame al número de Servicio de atención a miembros que figura en el reverso de su tarjeta de identificación de miembro o al 1-800-565-9140 (TTY: 1-800-848-0298).

انتباه: إذا كنت تتحدث العربية، فستتوفر لك خدمات المساعدة اللغوية المجانية والخدمات والأدوات المساعدة المناسبة. يرجى الاتصال برقم خدمة الأعضاء الموجود على ظهر بطاقة هوية العضو الخاص بك أو بالرقم (1-800-848-0298 (الهاتف النصي: 1-800-565-9140

注意：如果您說中文，我們提供免費的語言協助服務，以及適當的輔助協助和服務。請撥打會員 ID 卡背面的會員服務部號碼或 1-800-565-9140（聽障專線 (TTY)：1-800-848-0298）。

LƯU Ý: Nếu quý vị nói tiếng Việt, quý vị sẽ được cung cấp các dịch vụ hỗ trợ ngôn ngữ miễn phí và các dịch vụ và công cụ hỗ trợ phù hợp. Vui lòng gọi đến số của bộ phận Dịch vụ Hội viên ở mặt sau Thẻ ID Thành viên của quý vị hoặc số 1-800-565-9140 (TTY: 1-800-848-0298).

주의: [한국어]를 사용하시는 경우, 무료 언어 지원 서비스 및 적절한 보조 기구와 서비스가 제공됩니다. 가입자 ID 카드 뒷면의 가입자 서비스 전화번호 또는 1-800-565-9140(TTY: 1-800-848-0298)번으로 전화하시기 바랍니다.

ATTENTION : Si vous parlez français, des services gratuits d'assistance linguistique et des aides et services auxiliaires appropriés sont à votre disposition. Veuillez appeler le numéro du Service adhérents indiqué au dos de votre carte d'assuré adhérent ou le 1-800-565-9140 (TTY/ATS : 1-800-848-0298).

เอาใจใส่: ถ้าท่านเว้าพาสา พาสาลาว, มีการบໍລິການ ช่วยเหຼືอด้านพาสา และ การบ่วยเหຼືอ และ การบໍລິການທີ່ เหมาะสົมให้ท่าน. กะลุนาโทษาเบ๊ะอา่ยฝ่ายบໍລິการสะมาชิก ที่มียู่ด้านหຼັงบัด ID สะมาชิกของท่าน หຼື 1-800-565-9140 (TTY: 1-800-848-0298).

ማስገንዘቢያ፦ አማርኛ የሚናገሩ ከሆነ፣ ነጻ የቋንቋ እርዳታ አገልግሎቶች እና ተገቢ ረዳት መርጃዎች እና አገልግሎቶች ለእርስዎ ይገኛሉ። በአባልነት መታወቂያዎ ጀርባ ላይ በሚገኘው የአባላት አገልግሎት ቁጥር ወይም በ 1-800-565-9140 (TTY: 1-800-848-0298) ይደውሉ።

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlose Sprachassistenzdienste und geeignete Hilfsmittel und Dienstleistungen zur Verfügung. Bitte rufen Sie die Nummer des Mitgliederdienstes auf der Rückseite Ihrer Mitglieds-ID-Karte oder 1-800-565-9140 (TTY: 1-800-848-0298) an.

ધ્યાન આપો: જો તમે ગુજરાતી બોલો છો, તો તમારા માટે નિ:શુલ્ક ભાષા સહાય સેવાઓ અને યોગ્ય સહાયક સાધનો અને સેવાઓ ઉપલબ્ધ છે. કૃપા કરીને તમારા સભ્ય ID કાર્ડની પાછળના સભ્ય સર્વિસ નંબર પર અથવા 1-800-565-9140 (TTY: 1-800-848-0298) પર કૉલ કરો.

お知らせ：日本語をお話しになる場合は、無料の支援サービスと適切な補助器具・サービスがご利用いただけます。会員IDカードの裏面に記載の会員サービス番号あるいは1-800-565-9140 (TTY: 1-800-848-0298)まで、お電話にてご連絡ください。

PANSININ: Kung kayo ay nagsasalita ng Tagalog, magagamit para sa inyo ang libreng mga serbisyong tulong sa wika at kaukulang mga karagdagang tulong at mga serbisyo. Mangyaring tawagan ang numero ng Serbisyo sa Miyembro na nasa likod ng inyong Kard ng ID ng Miyembro o sa 1-800-565-9140 (TTY: 1-800-848-0298).

ध्यान दें: यदि आप हिंदी बोलते हैं, तो आपके लिए नि:शुल्क भाषा सहायता सेवाएँ और उपयुक्त सहायक साधन और सेवाएँ उपलब्ध हैं। कृपया अपने सदस्य ID कार्ड के पीछे दिए गए सदस्य सेवा नंबर या 1-800-565-9140 (TTY: 1-800-848-0298) पर कॉल करें।

ВНИМАНИЕ! Если Вы говорите по-русски, Вам будут предоставлены услуги языковой поддержки и соответствующие вспомогательные средства и сервисы на бесплатной основе. Позвоните в отдел обслуживания участников по номеру, указанному на обратной стороне Вашей идентификационной карты участника, или по номеру 1-800-565-9140 (TTY: 1-800-848-0298).

توجه: اگر به زبان فارسی صحبت می کنید، خدمات کمک زبانی رایگان و مساعدت ها و خدمات کمکی مناسب در دسترس شما هستند. درصورتیکه عضو هستید، با شماره خدمات اعضا در پشت کارت عضویت خود یا 1-800-565-9140 (TTY: 1-800-848-0298) تماس بگیرید.

ATANSYON: Si w pale Kreyòl Ayisyen, genyen sèvis asistans gratis pou lang ansanm ak èd pou sèvis oksilyè apwopriye k ap disponib pou ou. Tanpri rele nimewo Sèvis Manm ki sou do kat ID Manm ou an oswa 1-800-565-9140 (TTY: 1-800-848-0298).

UWAGA: Osoby posługujące się językiem polskim mogą bezpłatnie skorzystać z pomocy językowej oraz rozwiązań i usług pomocniczych. Prosimy zadzwonić pod numer działu obsługi ubezpieczonych podany na odwrocie karty identyfikacyjnej członka lub numer 1-800-565-9140 (TTY: 1-800-848-0298).

ATENÇÃO: Se você fala Português, serviços gratuitos de assistência linguística e recursos e serviços auxiliares apropriados estão disponíveis para você. Ligue para o número de telefone do serviço de Atendimento ao Membro informado no verso de seu cartão de identificação de membro ou para 1-800-565-9140 (TTY: 1-800-848-0298).

ATTENZIONE: se parla italiano, sono disponibili per Lei servizi gratuiti di assistenza linguistica nonché aiuti e servizi ausiliari adeguati. Chiami il numero del Servizio per i membri riportato sul retro della Sua scheda identificativa del membro oppure il numero 1-800-565-9140 (TTY: 1-800-848-0298).

BAA'áKOHWIINIDZIN: Diné bizaad bee yáníłti'go, t'áá jiik'eh saad bee áka'anáʼawo' bee áka'anída'awo'í dóó t'áadoole'é binahjí' bee adahodooníłígíí diné bich'į' anídahazt'i'í bee bika'aanída'awo'í ná dahóló. T'áá shóódí Bił Ha'dít'éhí Bika'aná'awo' Bił Ha'dít'éhí ID naaltsoos nitł'izí bine'dęę' binámboo bee hodíilnih doodago 1-800-565-9140 (TTY: 1-800-848-0298).

WICHDICH: Wann du Deitsch schwetzscht un brauchscht Hilf fer communicat-e kenne mer dich helfe unni as es dich ennich eppes koschde zellt. Mir kenne differnti Sadde Schprooch-Hilf beigriege aa fer nix. Ruf der Member Service Number uff die hinnerscht Seit vun dei Member ID Card uff odder 1-800-565-9140 (TTY: 1-800-848-0298).

FAASILASILAGA: Afai e te tautala i le faa-Samoa, o loo avanoa mo oe auaunaga fesoasoani mo gagana e aunoa ma se totogi faapea ma fesoasoani fa'aopo'opo ma auaunaga talafeagai. Faamolemole vala'au le numera o le Member Service (Auaunaga mo Tagata Auai) o lo'o i tua o lau pepa ID o le Member (Tagata Auai) po o le 1-800-565-9140 (TTY: 1-800-848-0298).

GAKIULA: Gare iga go kapetal Faluwasch, ye toore paliuwal yamem bwe tepangug rel gamatefal lane kapetal Faluwasch. Fale peshem kol yegili nampal Member Service ila yelog liugul tagurul Member ID kard la yam gare 1-800-565-9140 (TTY: 1-800-848-0298).

ATENSION: Guaha setbisio siha para hágu yanggen fifino' CHamoru hao, dibátde na setbision inayudon fumino' CHamoru yan propriu na inasisten tråstes yan setbisio siha. Put fabot âgang i numiron Setbision Membro gi santatten i kattå-mu Member ID pat 1-800-565-9140 (TTY: 1-800-848-0298).

NOTICE

PLEASE READ THIS EVIDENCE OF COVERAGE CAREFULLY AND KEEP IT IN A SAFE PLACE FOR FUTURE REFERENCE. IT EXPLAINS YOUR BENEFITS AS ADMINISTERED BY BLUECROSS BLUESHIELD OF TENNESSEE, INC. IF YOU HAVE ANY QUESTIONS ABOUT THIS EVIDENCE OF COVERAGE OR ANY OTHER MATTER RELATED TO YOUR MEMBERSHIP IN THE PLAN, PLEASE WRITE OR CALL US AT:

CUSTOMER SERVICE DEPARTMENT
BLUECROSS BLUESHIELD OF TENNESSEE, INC.,
ADMINISTRATOR
1 CAMERON HILL CIRCLE
CHATTANOOGA, TENNESSEE 37402-2555
(800) 565-9140

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INTRODUCTION

This Evidence of Health Coverage (this "EOC") was created for the Employer as part of its employee welfare benefit plan (the "Plan"). References in this EOC to "administrator," "We," "Us," "Our," or "BlueCross" mean BlueCross BlueShield of Tennessee, Inc. References to Employer mean the City of Chattanooga and its affiliated agencies and entities, including but not limited to:

Carter Street Corporation, Chattanooga Metropolitan Airport, Chattanooga Enterprise Center, and Chattanooga Air Pollution Control.

The Employer has entered into an Administrative Services Agreement (ASA) with BlueCross for it to administer the claims Payments under the terms of the EOC, and to provide other services. BlueCross does not assume any financial risk or obligation with respect to Plan claims. BlueCross is not the Plan Sponsor, the Plan Administrator or the Plan Fiduciary, as those terms are defined in ERISA.

The Employer is the Plan Fiduciary, the Plan Sponsor and the Plan Administrator. These ERISA terms are used in this EOC to clarify their meaning, even though the Plan is not subject to ERISA. Other federal laws may also affect Your Coverage. To the extent applicable, the Plan complies with federal requirements.

This EOC describes the terms and conditions of Your Coverage through the Plan. It replaces and supersedes any EOC or other description of benefits You have previously received from the Plan.

PLEASE READ THIS EOC CAREFULLY. IT DESCRIBES THE RIGHTS AND DUTIES OF MEMBERS. IT IS IMPORTANT TO READ THE ENTIRE EOC. CERTAIN SERVICES ARE NOT COVERED BY THE PLAN. OTHER COVERED SERVICES ARE LIMITED. THE PLAN WILL NOT PAY FOR ANY SERVICE NOT SPECIFICALLY LISTED AS A COVERED SERVICE, EVEN IF A HEALTH CARE PROVIDER RECOMMENDS OR ORDERS THAT NON-COVERED SERVICE. (SEE ATTACHMENTS A-D.)

Employer has delegated discretionary authority to make any benefit or eligibility determinations to the administrator; the Employer also has the authority to make any final Plan determination. The Employer, as the Plan Administrator, and BlueCross also have the authority to construe the terms of Your Coverage. The Plan and BlueCross shall be deemed to have properly exercised that authority unless it abuses its discretion when making such determinations, whether or not the Employer's benefit plan is subject to ERISA. The Employer retains the authority to determine whether You or Your dependents are eligible for Coverage.

ANY GRIEVANCE RELATED TO YOUR COVERAGE UNDER THIS EOC SHALL BE RESOLVED IN ACCORDANCE WITH THE "GRIEVANCE PROCEDURE" SECTION OF THIS EOC.

In order to make it easier to read and understand this EOC, defined words are capitalized. Those words are defined in the "DEFINITIONS" section of this EOC.

Please contact one of the administrator's consumer advisors, at the number listed on the Subscriber's membership ID card, if You have any questions when reading this EOC. The consumer advisors are also available to discuss any other matters related to Your Coverage from the Plan.

BENEFIT ADMINISTRATION ERROR

If the administrator makes an error in administering the benefits under this EOC, the Plan may provide additional benefits or recover any overpayments from any person, insurance company, or plan. No such error may be used to demand more benefits than those otherwise due under this EOC.

INDEPENDENT LICENSEE OF THE BLUECROSS BLUESHIELD ASSOCIATION

BlueCross is an independent corporation operating under a license from the BlueCross BlueShield Association (the "Association.") That license permits BlueCross to use the Association's service marks within its assigned geographical location. BlueCross is not a joint venturer, agent or representative of the Association nor any other independent licensee of the Association.

RELATIONSHIP WITH NETWORK PROVIDERS

A. Independent Contractors

Network Providers are independent contractors and are not employees, agents or representatives of the administrator. Network Providers contract with the administrator, which has agreed to pay them for rendering Covered Services to You. Network Providers are solely responsible for making all medical treatment decisions in consultation with their Member-patients. The Employer and the administrator do not make medical treatment decisions under any circumstances.

While the administrator has the authority to make benefit and eligibility determinations and interpret the terms of Your Coverage, the Employer, as the Plan Administrator as that term is defined in ERISA, has the discretionary authority to make the final determination regarding the terms of Your Coverage ("Coverage Decisions.") Both the administrator and the Employer make Coverage Decisions based on the terms of this EOC, the ASA, the administrator's internal guidelines, policies, procedures, and applicable State or Federal laws. The Employer retains the authority to determine whether You or Your dependents are eligible for Coverage.

You may request reconsideration of a Coverage Decision as explained in the Grievance Procedure section of this EOC. The participation agreement requires Network Providers to fully and fairly explain the administrator's Coverage Decisions to You, upon request, if You decide to request that the administrator reconsider a Coverage Decision.

B. Termination of Providers' Participation

The administrator or a Network Provider may end their relationship with each other at any time. A Network Provider may also limit the number of Members that he, she or it will accept as patients during the term of this Agreement. The administrator does not promise that any specific Network Provider will be available to render services while You are Covered.

C. Provider Directory

A Directory of Network Providers is available at no additional charge to You. You may also check to see if a Provider is in Your Plan's Network by going online to www.bcbst.com.

REWARDS OR INCENTIVES

Any reward or incentive You receive under a health or wellness program may be taxable. Talk to Your tax advisor for guidance. Rewards or incentives may include cash or cash equivalents, merchandise, gift cards, debit cards, Premium discounts or rebates, contributions toward Your health savings account (if applicable), or modifications to a co-payment, co-insurance, or deductible amount.

OUR PAYMENT METHODS FOR NETWORK PROVIDERS

Our agreements with Network Providers include different payment arrangements. We use various alternative Provider payment methodologies including, but not limited to, Diagnosis Related Group (DRG) payments, discounted fee-for-service payments, patient-centered medical home programs, bundled payments for episodes of care, pay-for-performance initiatives, and other quality improvement and/or cost containment programs.

NOTIFICATION OF CHANGE IN STATUS

Changes in Your status can affect the service under the Plan. To make sure the Plan works correctly, please notify the Employer when You change:

- name;
- address;
- telephone number;
- employment
- status of any other health coverage You have.

Subscribers must notify the administrator of any eligibility or status changes for themselves or Covered Dependents, including:

- the marriage or death of a family member;
- divorce;
- adoption;
- birth of additional dependents; or
- termination of employment.

ELIGIBILITY

Any Employee of the Employer and his or her family dependents who meet the eligibility requirements of this Section will be eligible for Coverage if properly enrolled for Coverage, and upon payment of the required Payment for such Coverage. If there is any question about whether a person is eligible for Coverage, the Plan shall make final eligibility determinations.

A. Subscriber

To be eligible to enroll as a Subscriber, an Employee must:

1. Be a full-time Employee of the Employer, who is Actively at Work; and
2. Satisfy all eligibility requirements of the Plan; and
3. Enroll for Coverage from the Plan online through the benefit enrollment system.

B. Covered Dependents

To be eligible to enroll as a Covered Dependent, a Member must be listed when enrolling by the Subscriber, meet all dependent eligibility criteria established by the Employer, and be:

1. The Subscriber's current spouse as defined by the Employer, which may include a Domestic Partner; or
2. The Subscriber's or the Subscriber's spouse's: (1) natural child; (2) legally adopted child (including children placed for the purpose of adoption); (3) step-child(ren); or (4) children for whom the Subscriber or Subscriber's spouse is the legal guardian; who are less than 26 years old; or
3. A child of Subscriber or Subscriber's spouse for whom a Qualified Medical Child Support Order has been issued; or
4. An Incapacitated Child of Subscriber or Subscriber's spouse.

The Plan's determination of eligibility under the terms of this provision shall be conclusive.

The Plan reserves the right to require proof of eligibility including, but not limited to, a certified copy of any Qualified Medical Child Support Order.

C. Waiting Period

The Plan has a Waiting Period. Each Employee must wait until the first of the month following the date he or she is hired before he or she is eligible for Coverage.

D. Coverage For Retirees

A Subscriber who qualifies as a Retiree may still be an eligible Employee under this EOC after leaving full time employment. A Retiree is a Subscriber who:

- Retires from full time employment after 25 years with Employer; or
- Is at least age 62 and separates after at least 10 consecutive years of employment immediately preceding the separation.

IOD (Injured on Duty) and disabled Subscribers may be considered Retirees. Check with the Employer for details.

Retirees may be required to pay a portion of the Payment to the Employer. Dependents of Retirees may continue Coverage after the Retiree ceases to be eligible. Check with the Employer for full details.

E. Domestic Partner

The term spouse may also include a Domestic Partner as defined by the Employer.

ENROLLMENT

Eligible Employees may enroll for Coverage for themselves and their eligible dependents as set forth in this section. No person is eligible to re-enroll if the Plan previously terminated his or her Coverage for cause.

A. Initial Enrollment Period

Eligible Employees may enroll for Coverage for themselves and their eligible dependents within the first 31 days after becoming eligible for Coverage. The Subscriber must: (1) include all requested information; (2) sign; and (3) enroll for Coverage from the Plan online through the benefit enrollment system during that initial enrollment period.

B. Open Enrollment Period

Eligible Employees shall be entitled to apply for Coverage for themselves and eligible dependents during their Employer's Open Enrollment Period. The eligible Employee must: (1) include all requested information; (2) sign; and (3) enroll online through the benefit enrollment system during that Open Enrollment Period. Employees who become eligible for Coverage other than during an Open Enrollment Period may apply for Coverage for themselves and eligible dependents within 31 days of becoming eligible for Coverage, or during a subsequent Open Enrollment Period.

C. Adding Dependents

A Subscriber may add a dependent who became eligible after the Subscriber enrolled as follows:

1. Any new dependent, (e.g., if the Subscriber marries) may be added as a Covered Dependent if the Subscriber completes and submits online through the benefit enrollment system within 31 days of the date that person first becomes eligible for Coverage.
2. An Employee or eligible dependent who did not apply for Coverage within 31 days of first becoming eligible for Coverage under this Plan may enroll if:
   a. He or she had other coverage at the time Coverage under this Plan was previously offered; and
   b. He or she stated, in writing, at the time Coverage under this Plan was previously offered, that such other coverage was the reason for declining Coverage under this Plan; and
   c. such other coverage is;
      (1) COBRA and the COBRA coverage is exhausted; or
      (2) Non-COBRA and
         (a) You lose eligibility under the other coverage (other than for a failure to pay premiums); or
         (b) Employer contributions for the other coverage ended; and
   d. He or she applies for Coverage under this Plan and the administrator receives the change through the benefit enrollment system within 31 days after the loss of the other coverage.

D. Late Enrollment

Employees or their dependents who do not enroll when becoming eligible for Coverage under (A), (B) or (C), above may enroll:

1. During a subsequent Open Enrollment Period; or
2. If the Employee acquires a new dependent, and he or she applies for Coverage within 31 days.

E. Enrollment upon Change in Status

If You have a change in status, You may be eligible to change Your Coverage other than during the Open Enrollment Period. Subscribers must, within the time-frame set forth below, submit a change online through the benefit enrollment system to the Group representative to notify the Plan of any changes in status for themselves or for a Covered Dependent. Any change in the Employee's elections must be consistent with the change in status.

1. You must request the change within 31 days of the change in status for the following events: (1) marriage or divorce; (2) death of the Employee's spouse or dependent; (3) change in dependency status; (4) Medicare eligibility; (5) coverage by another Payor.
2. You must request the change within 60 days of the change in status for the following events: (1) loss of eligibility for Medicaid or CHIP coverage, or (2) becoming eligible to receive a subsidy for Medicaid or CHIP coverage.

EFFECTIVE DATE OF COVERAGE

If You are eligible, have enrolled and have paid or had the Payment for Coverage paid on Your behalf, Coverage under this EOC shall become effective on the earliest of the following dates, subject to the Actively at Work Rule set out below:

A. Effective Date of ASA

Coverage shall be effective on the effective date of the ASA, if all eligibility requirements are met as of that date; or

B. Enrollment During an Open Enrollment Period

Coverage shall be effective on the first day of the month following the Open Enrollment Period, unless otherwise agreed to by Employer; or

C. Enrollment During an Initial Enrollment Period

Coverage shall be effective on the day of the month indicated online through the benefit enrollment system, following the administrator's receipt of the Employee's Enrollment; or

D. Newly Eligible Employees

Coverage shall be effective on the date of eligibility as specified in the ASA; or

E. Enrollment of Newly Eligible Dependents

(1) Dependents acquired as the result of Employee's marriage – Coverage will be on the day of the marriage, unless otherwise agreed to by Employer and the administrator;

(2) Newborn children of the Employee or Employee's spouse- Coverage will be effective as of the date of birth;

(3) Dependents adopted or placed for adoption with Employee – Coverage will be effective as of the date of adoption or placement for adoption, whichever is first.

For Coverage to be effective, the dependent must be enrolled, and the administrator must receive any required payment for the Coverage, as set out in the "Enrollment" section; or

F. Actively at Work Rule

If an eligible Employee is not Actively at Work on the date Coverage would otherwise become effective, Coverage for the Employee and all his or her Covered Dependents will be deferred until the date the Employee is Actively at Work. This is not applicable if the eligible Employee is an eligible Retiree.

TERMINATION OF COVERAGE

A. Termination or Modification of Coverage by BlueCross or the Employer

BlueCross or the Employer may modify or terminate the ASA. Notice to the Employer of the termination or modification of the ASA is deemed to be notice to all Members Covered under the Plan. The Employer is responsible for notifying You of such a termination or modification of Your Coverage.

All Members' Coverage through the ASA will change or terminate at 12:00 midnight on the date of such modification or termination. The Employer's failure to notify You of the modification or termination of Your Coverage does not continue or extend Your Coverage beyond the date that the ASA is modified or terminated. You have no vested right to Coverage under this EOC following the date of the termination of the ASA.

B. Termination of Coverage Due to Loss of Eligibility

Your Coverage will terminate if You do not continue to meet the eligibility requirements agreed to by the Employer and the administrator during the term of the ASA. Coverage for a Member who has lost his or her eligibility shall automatically terminate at 12:00 midnight on the last day of the month during which that loss of eligibility occurred.

C. Termination or Rescission of Coverage

The Plan may terminate Your Coverage if:

1. You fail to make a required Member payment when it is due. (The fact that You have made a Payment contribution to the Employer will not prevent the administrator from terminating Your Coverage if the Employer fails to submit the full Payment for Your Coverage to the administrator when due); or
2. You fail to cooperate with the Plan or Employer as required; or
3. You have made a misrepresentation of fact or committed fraud against the Plan. This provision includes, but is not limited to, furnishing incorrect or misleading information or permitting the improper use of the membership ID card.

At its discretion, the Plan may terminate or Rescind Coverage if You have made an intentional misrepresentation of material fact or committed fraud in connection with Coverage. If applicable, the Plan will return all Premiums paid after the termination date less claims paid after that date. If claims paid after the termination date are more than Premiums paid after that date, the Plan has the right to collect that amount from You or Your terminated dependents to the extent allowed by law. You will be notified thirty (30) days in advance of any Rescission.

D. Right to Request a Hearing

You may appeal the termination of Your Coverage or Rescission of Your Coverage, as explained in the Grievance Procedure section of this EOC. The fact that You have appealed shall not postpone or prevent the Plan from terminating Your Coverage. If Your Coverage is reinstated as part of the Grievance Procedure, You may submit any claims for services rendered after Your Coverage was terminated to the Plan for consideration in accordance with the Claims Procedure section of this EOC.

E. Payment For Services Rendered After Termination of Coverage

If You receive Covered Services after the termination of Your Coverage, the Plan may recover the amount paid for such Services from You, plus any costs of recovering such Charges, including its attorneys' fees.

F. Extended Benefits

If You are hospitalized on the date the ASA is terminated, benefits for Hospital Services will be provided for: (1) 60 days; (2) until You are covered under another Plan; or (3) until You are discharged, whichever occurs first. The provisions of this paragraph will not apply to a newborn child of a Subscriber if an application for Coverage for that child has not been made within 31 days following the child's birth.

SUBROGATION AND FIRST-PRIORITY RIGHT OF REIMBURSEMENT

A. Subrogation Rights

The Plan shall be subrogated to and/or have the first right to recover amounts paid to provide Covered Services to You for illnesses or injuries caused, insured or reimbursed by any parties, including the right to recover the reasonable value of services rendered by Network Providers. This subrogation right attaches automatically as a lien against any proceeds received by You from any other party or source of recovery for any injury or illness caused by a third party.

The Plan has the first-priority right to recover any and all amounts equal to the Plan's payments from:

- the insurance of the injured party;
- the person, company (or combination thereof) that caused the illness or injury, or their insurance company; or
- any other source of recovery, including, but not limited to, any liability coverage, umbrella coverage, uninsured or underinsured motorist coverage, no-fault insurance coverage, business and homeowner's insurance coverage, medical payment coverage, worker's compensation insurance or fund, or any other medical reimbursement policies.

This first-priority right of recovery under this provision will apply whether recovery was obtained by suit, settlement, mediation, arbitration, or otherwise. The Plan's recovery will not be affected by any reductions due to Your negligence, nor by attorney fees and costs You incur.

B. First-Priority Right of Reimbursement

Separate and apart from the Plan's right of subrogation, the Plan shall have first lien and a first-priority right to reimbursement for amounts paid to provide Covered Services to You for illnesses or injuries caused, insured or reimbursed by any parties, including the right to recover the reasonable value of services rendered by Network Providers. This reimbursement right attaches automatically as a lien against any proceeds received by You from any other party or source of recoveryfor the cost of care or treatment for any injury or illness caused by a third party. The Plan's first priority lien supersedes any right that You or Your estate may have to be "made whole". In other words, the Plan is entitled to the right of first reimbursement out of any recovery You or Your estate might procure regardless of whether You or Your estate have received compensation for any of Your damages or expenses, including Your or Your estate's attorneys' fees or costs. This first-priority right of reimbursement supersedes Your or Your estate's right to be made whole from any recovery, whether full or partial. In addition, You agree on behalf of Yourself and Your estate to do nothing to prejudice or oppose the Plan's right to subrogation and reimbursement and You acknowledge that the Plan precludes operation of the "made-whole", "attorney-fund", and "common-fund" doctrines. You agree to reimburse the Plan 100% first for any and all benefits provided through the Plan, and for any costs of recovering such amounts from any party from any and all amounts recovered through:

- Any settlement, mediation, arbitration, judgment, suit, or otherwise, or settlement, including but not limited to, from Your own insurance and/or from any other third party (or their insurance or their estate);
- Any auto or recreational vehicle insurance coverage or benefits including, but not limited to, any umbrella coverage, uninsured or underinsured motorist coverage, medical payment coverage, and any no-fault insurance coverage;
- Any worker's compensation insurance or fund;
- Any school accident policy or similar policy; and
- Any business and homeowner liability insurance coverage or payments.

The Plan may notify those parties of its lien and right to reimbursement without notice to or consent from the Members.

This first-priority right of reimbursement applies regardless of whether such payments are designated as payment for (but not limited to) pain and suffering, medical benefits, and/or other specified damages. It also

applies regardless of whether the Member is a minor. Likewise, if the Member's relatives, heirs, wrongful death beneficiaries, and/or other assignees make a recovery because of injuries sustained by the Member, that recovery shall be subject to this Subrogation and First-Priority Right of Reimbursement provision.

This first-priority right of reimbursement will not be reduced by attorney's fees and costs You or Your estate incur.

Additionally, the Plan shall always be secondary in coverage to any medical payments provision, no-fault automobile insurance policy, personal injury protection. or similar insurance coverage, regardless of any election made by You to the contrary.

Notice and Cooperation

Members are required to notify the administrator if they are involved in an incident that gives rise to such subrogation rights and/or first-priority right of reimbursement, to enable the administrator to protect the Plan's rights under this section. Members are also required to cooperate with the administrator and to execute any documents that the administrator, acting on behalf of the Employer, deems necessary to protect the Plan's rights under this section. Moreover, Members and their legal representatives must provide any documents requested by the Plan in furtherance of the Plan's rights of subrogation and first-priority reimbursement.

The Member shall not do anything to hinder, delay, impede or jeopardize the Plan's subrogation rights and/or first-priority right of reimbursement. Failure to cooperate or to comply with this provision shall entitle the Plan to withdraw and/or withhold any and all benefits due the Member under the Plan. This is in addition to any and all other rights that the Plan has pursuant to the provisions of the Plan's subrogation rights and/or first-priority right of reimbursement.

If the Plan has to file suit, or otherwise litigate to enforce its subrogation rights and/or priority right of reimbursement, You are responsible for paying any and all costs, including attorneys' fees, the Plan incurs in addition to the amounts recovered through the subrogation rights and/or priority right of reimbursement.

Legal Action and Costs

The Plan may enforce its rights of subrogation and first-priority reimbursement against, without limitation, any tortfeasors, any responsible parties or against available insurance coverages, including underinsured or uninsured motorist coverages. Such actions may be based in tort, contract or other cause of action to the fullest extent permitted by law.

If You settle any claim or action against any third party, You shall be deemed to have been made whole by the settlement and the Plan shall be entitled to immediately collect the present value of its subrogation and recovery rights from the settlement fund. You and your legal representative shall hold any such proceeds of settlement or judgment in trust for the exclusive benefit of the Plan. The Plan shall also be entitled to recover reasonable attorneys' fees and costs incurred in collecting proceeds held by You in such circumstances.

Additionally, the Plan has the right to sue on Your behalf, against any person or entity considered responsible for any condition resulting in medical expenses, to recover benefits paid or to be paid by the Plan.

Settlement or Other Compromise

You must notify the administrator prior to settlement, resolution, court approval, or anything that may hinder, delay, impede or jeopardize the Plan's rights so that the Plan may be present and protect its subrogation rights and/or first-priority right of reimbursement. However, nothing within these provisions require the Plan to intervene in any lawsuit or proceeding in order for the Plan to enforce its first-priority right of reimbursement from any recovery obtained.

The Plan's subrogation rights and first-priority right of reimbursement attach to any funds recovered, and do not create personal liability against You.

The right of subrogation and the right of reimbursement are based on the Plan language in effect at the time of judgment, payment or settlement. The Plan sponsor has sole discretion to interpret the terms of Plan, including the Plan's Subrogation and First-Priority Right of Reimbursement provisions, in its entirety and reserves the right to make changes as it deems necessary.

The Plan, or its representative, may enforce the subrogation and first-priority right of reimbursement.

You agree that the proceeds subject to the Plan's lien are Plan assets and You and/or the executor or administrator of Your estate will hold such assets as a trustee for the Plan's benefit and shall remit to the Plan, or its representative, such assets upon request. If represented by counsel, You agree that You and/or the executor or administrator of Your estate will direct such counsel to hold the proceeds subject to the Plan's lien in trust and to remit such funds to the Plan, or its representative, upon request. Should You and/or the executor or administrator of Your estate violate any portion of this section, the Plan shall have a right to withdraw benefits paid and/or offset future benefits otherwise payable under this Plan to the extent of the value of the benefits advanced under this section to the extent not recovered by the Plan. You agree that by accepting payment of benefits pursuant to the Plan, You have assigned to the Plan the right of third-party insurance benefits or other recovery rights to which You may be entitled. You also acknowledge the Plan's first-priority right to reimbursement. You may be deemed ineligible for continued or future coverage under the Plan if you fail or refuse to promptly reimburse the Plan for amounts paid by the Plan in accordance with these provisions. You should seek the advice of an attorney regarding the Plan's rights of subrogation and reimbursement.

Exhibit A
Request for Subrogation or Reimbursement Interest (RSRI) Form

BlueCross BlueShield of Tennessee, Inc.
Department of Subrogation

To whom it may concern:

I am a participant in the City of Chattanooga and am requesting that BlueCross BlueShield of Tennessee, Inc. determine the amount, if any, of the Plan's subrogation or reimbursement interest and provide notice to me of such interest.

Member Name
Date of Birth
Social Security Number
Date of Accident or Illness: _____
Last date of treatment: _____

Where did the accident or illness occur? _____
Please provide a brief description of the Member's injuries or illness:
_____
_____
_____
Did the Member receive medications or dental treatment as a result of the injury or illness? (Please circle)
If the Member was involved in an accident please identify the type of injury: Auto; Medical Malpractice; Worker's Compensation; General Liability; (Circle one) Other _____
_____
PERSON COMPLETING THIS FORM:
Relationship to Member (member, attorney, guardian, spouse, etc.): _____
Company or Firm: _____
Address: _____
Phone: _____
Fax: _____

INTER-PLAN ARRANGEMENTS

1. Out-of-Area Services

A. Overview

We have a variety of relationships with other Blue Cross and/or Blue Shield Licensees. Generally, these relationships are called "Inter-Plan Arrangements." These Inter-Plan Arrangements work based on rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever You access healthcare services outside the geographic area We serve, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described below.

When You receive care outside of Our service area, You will receive it from one of two kinds of providers. Most providers ("participating providers") contract with the local Blue Cross and/or Blue Shield Plan in that geographic area ("Host Blue"). Some providers ("nonparticipating providers") don't contract with the Host Blue. We explain below how We pay both kinds of providers.

Inter-Plan Arrangements Eligibility – Claim Types

All claim types are eligible to be processed through Inter-Plan Arrangements, as described above, except for all Dental Care Benefits except when paid as medical claims/benefits, and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by Us to provide the specific service or services.

B. BlueCard® Program

Under the BlueCard® Program, when You receive Covered Services within the geographic area served by a Host Blue, We will remain responsible for doing what We agreed to in the contract. However, the Host Blue is responsible for contracting with and generally handling all interactions with its participating providers.

When You receive Covered Services outside Our service area and the claim is processed through the BlueCard Program, the amount You pay for Covered Services is calculated based on the lower of:

- The billed charges for Covered Services; or
- The negotiated price that the Host Blue makes available to Us.

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

Estimated pricing and average pricing also take into account adjustments to correct for over- or underestimation of past pricing of claims, as noted above. However, such adjustments will not affect the price We have used for Your claim because they will not be applied after a claim has already been paid.

C. Special Cases: Value-Based Programs

- ***BlueCard® Program***

  If You receive Covered Services under a Value-Based Program inside a Host Blue's service area, You will not be responsible for paying any of the Provider Incentives, risk-sharing, and/or Care Coordinator Fees that are a part of such an arrangement, except when a Host Blue passes these fees to Us through average pricing or fee schedule adjustments. Additional information is available upon request.

- *Value-Based Program Definitions*

  Accountable Care Organization (ACO): A group of healthcare providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability in order to manage the total cost of care for their member populations.

  Care Coordination: Organized, information-driven patient care activities intended to facilitate the appropriate responses to a Member's healthcare needs across the continuum of care.

Care Coordinator: An individual within a provider organization who facilitates Care Coordination for patients.

Care Coordination Fee: A fixed amount paid by a Blue Cross and/or Blue Shield Licensee to providers periodically for Care Coordination under a Value-Based Program.

Global Payment/Total Cost of Care: A payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services and prescription drugs.

Negotiated Arrangement, a.k.a., Negotiated National Account Arrangement: An agreement negotiated between a Control/Home Licensee and one or more Par/Host Licensees for any National Account that is not delivered through the BlueCard Program.

Patient-Centered Medical Home (PCMH): A model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.

Provider Incentive: An additional amount of compensation paid to a healthcare provider by a Blue Cross and/or Blue Shield Plan, based on the provider's compliance with agreed-upon procedural and/or outcome measures for a particular group of covered persons.

Shared Savings: A payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.

Value-Based Program (VBP): An outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.

D. Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees

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

E. Nonparticipating Providers Outside Our Service Area

1. **Member Liability Calculation**

When Covered Services are provided outside of Our service area by nonparticipating providers, the amount You pay for such services will normally be based on either the Host Blue's nonparticipating provider local payment or the pricing arrangements required by applicable law. In these situations, You may be responsible for the difference between the amount that the nonparticipating provider bills and the payment We will make for the Covered Services as set forth in this paragraph. Federal or state law, as applicable, will govern payments for out-of-network emergency services.

2. **Exceptions**

In certain situations, We may use other payment methods, such as billed charges for Covered Services, the payment We would make if the healthcare services had been obtained within Our service area, or a special negotiated payment to determine the amount We will pay for services provided by nonparticipating providers. In these situations, You may be liable for the difference between the amount that the nonparticipating provider bills and the payment We will make for the Covered Services as set forth in this paragraph. Payments for out-of-network emergency services, certain services provided by out-of-network providers at in-network facilities, and out-of-network air ambulance services will be governed by applicable federal and state law.

F. Blue Cross Blue Shield Global® Core

If You are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter "BlueCard service area"), You may be able to take

advantage of Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although Blue Cross Blue Shield Global Core assists You with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when You receive care from providers outside the BlueCard service area, You will typically have to pay the providers and submit the claims Yourself to obtain reimbursement for these services.

If You need medical assistance services (including locating a doctor or hospital) outside the BlueCard service area, You should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, can arrange a physician appointment or hospitalization, if necessary.

- **Inpatient Services**

  In most cases, if You contact the service center for assistance, hospitals will not require You to pay for covered inpatient services, except for Your cost-share amounts. In such cases, the hospital will submit Your claims to the service center to begin claims processing. However, if You paid in full at the time of service, You must submit a claim to receive reimbursement for Covered Services. You must contact Us to obtain precertification for non-emergency inpatient services.

- **Outpatient Services**

  Physicians, Urgent Care Centers and other outpatient providers located outside the BlueCard service area will typically require You to pay in full at the time of service. You must submit a claim to obtain reimbursement for Covered Services.

- **Submitting a Blue Cross Blue Shield Global Core Claim**

  When You pay for Covered Services outside the BlueCard service area, You must submit a claim to obtain reimbursement. For institutional and professional claims, You should complete a Blue Cross Blue Shield Global Core claim form and send the claim form with the provider's itemized bill(s) to the service center (the address is on the form) to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of Your claim. The claim form is available from Us, the service center or online at www.bcbsglobalcore.com. If You need assistance with Your claim submission, You should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

CLAIMS AND PAYMENT

When You receive Covered Services, either You or the Provider must submit a claim form to Us. We will review the claim, and let You, or the Provider, know if We need more information before We pay or deny the claim. We follow Our internal administration procedures when We adjudicate claims.

A. Claims.

Due to federal regulations, there are several terms to describe a claim: pre-service claim; post-service claim; and a claim for Urgent Care.

1. A pre-service claim is any claim that requires approval of a Covered Service in advance of obtaining medical care as a condition of receipt of a Covered Service, in whole or in part.
2. A post-service claim is a claim for a Covered Service that is not a pre-service claim – the medical care has already been provided to You. Only post-service claims can be billed to the Plan, or You.
3. Urgent Care is medical care or treatment that, if delayed or denied, could seriously jeopardize: (1) the life or health of the claimant; or (2) the claimant's ability to regain maximum function. Urgent Care is also medical care or treatment that, if delayed or denied, in the opinion of a physician with knowledge of the claimant's medical condition, would subject the claimant to severe pain that cannot be adequately managed without the medical care or treatment. A claim for denied Urgent Care is always a pre-service claim.

B. Claims Billing.

1. You should not be billed or charged for Covered Services rendered by Network Providers, except for required Member payments. The Network Provider will submit the claim directly to Us.
2. You may be charged or billed by an Out-of-Network Provider for Covered Services rendered by that Provider. If You use an Out-of-Network Provider, You may be responsible for the difference between Billed Charges and the Maximum Allowable Charge for a Covered Service. You are also responsible for complying with any of the Plan's medical management policies or procedures (including obtaining Prior Authorization of such Services, when necessary).
   a. If You are charged or receive a bill, You must submit a claim to Us.
   b. To be reimbursed, You must submit the claim within 1 year and 90 days from the date a Covered Service was received. If You do not submit a claim within the 1 year and 90 day time period, it will not be paid. If it is not reasonably possible to submit the claim within the 1 year and 90 day time period, the claim will not be invalidated or reduced.
3. Not all Covered Services are available from Network Providers. There may be some Provider types that We do not contract with. These Providers are called Non-Contracted Providers. Claims for services received from Non-Contracted Providers are handled as described in sections 2. a. and b. above. You are also responsible for complying with any of the Plan's medical management policies or procedures (including, obtaining Prior Authorization of such Services, when necessary).
4. You may request a claim form from Our customer service department. We will send You a claim form within 15 days. You must submit proof of payment acceptable to Us with the claim form. We may also request additional information or documentation if it is reasonably necessary to make a Coverage decision concerning a claim.
5. A Network Provider or an Out-of-Network Provider may refuse to render, or reduce or terminate a service that has been rendered, or require You to pay for what You believe should be a Covered Service. If this occurs:
   a. You may submit a claim to Us to obtain a Coverage decision concerning whether the Plan will Cover that service. For example, if a pharmacy (1) does not provide You with a prescribed medication; or (2) requires You to pay for that prescription, You may submit a claim to the Plan to obtain a Coverage decision about whether it is Covered by the Plan.
   b. You may request a claim form from Our customer service department. We will send You a claim form within 15 days. We may request additional information

or documentation if it is reasonably necessary to make a Coverage decision concerning a claim.

6. Providers may bill or charge for Covered Services differently. Network Providers are reimbursed based on Our agreement with them. Different Network Providers have different reimbursement rates for different services. Your Out-of-Pocket expenses can be different from Provider to Provider.

C. Payment.

1. If You received Covered Services from a Network Provider, the Plan will pay the Network Provider directly. You authorize assignment of benefits to that Network Provider. Covered Services will be paid at the Network Benefit level. If You have paid that Provider for the same claim, You must request a refund from that Provider.

2. Out-of-Network Providers and Non-Contracted Providers may or may not file Your claims for You. A completed claim form for Covered Services must be submitted in a timely manner. After a completed claim form has been submitted, the Plan will pay the Provider directly for Covered Services, unless You submit proof of payment to Us before payment is made to the Provider. You authorize assignment of benefits to the Provider. If the Plan pays the Provider and You have paid that Provider for the same claim, You must request a refund from that Provider. You may be responsible for any unpaid Billed Charges. The Plan's payment fully discharges its obligation related to that claim.

3. If the ASA is terminated, all claims for Covered Services rendered prior to the termination date, must be submitted to the Plan within 1 year and 90 days from the date the Covered Services were received.

4. Benefits will be paid according to the Plan within 30 days after We receive a claim form that is complete. Claims are processed in accordance with current industry standards, and based on Our information at the time We receive the claim form. Neither the Plan nor We are responsible for over or under payment of claims if Our information is not complete or is inaccurate. We will make reasonable efforts to obtain and verify relevant facts when claim forms are submitted.

5. When a claim is paid or denied, in whole or part, You will receive a Claim Summary, sometimes referred to as an Explanation of Benefits (EOB). The Claim Summary will describe how much was paid to the Provider, and any amounts You owe to that Provider. The administrator will make the Claim Summary available to You at bcbst.com, or You can obtain it at no cost by calling the customer service department at the number listed on Your membership ID card.

6. You are responsible for paying any applicable Copayments, Coinsurance, or Deductible amounts to the Provider. If We pay such amounts to a healthcare provider on Your behalf, We may collect those cost-sharing amounts directly from You.

Payment for Covered Services is more fully described in Attachment C: Schedule of Benefits.

D. Complete Information.

Whenever You need to file a claim Yourself, We can process it for You more efficiently if You complete a claim form. This will ensure that You provide all the information needed. Most Providers will have claim forms or You can request them from Us by calling Our customer service department at the number listed on the membership ID card.

Mail all claim forms to:

BlueCross Claims Service Center
1 Cameron Hill Circle, Suite 0002
Chattanooga, Tennessee 37402-0002

PRIOR AUTHORIZATION, CARE MANAGEMENT, MEDICAL POLICY AND PATIENT SAFETY

BlueCross BlueShield of Tennessee provides services to help manage Your care including, performing Prior Authorization of certain services to ensure they are Medically Necessary, Concurrent Review of hospitalization, discharge planning, Care Management and specialty programs, such as transplant case management. BlueCross also provides Utilization Policies.

BlueCross does not make medical treatment decisions under any circumstances. You may always elect to receive services that do not comply with BlueCross' Care Management requirements or Utilization Policy, but doing so may affect the Coverage of such services.

A. Prior Authorization

BlueCross must Authorize some Covered Services in advance in order for those Covered Services to be paid at the Maximum Allowable Charge without Penalty. Obtaining Prior Authorization is not a guarantee of Coverage. All provisions of the EOC must be satisfied before Coverage for services will be provided.

Services that require Prior Authorization include, but are not limited to:

- Inpatient Hospital and Inpatient Hospice stays (except initial maternity admission and Emergency admissions)
- Skilled nursing facility and rehabilitation facility admissions
- Certain Outpatient Surgeries and/or procedures
- Certain air ambulance services
- Certain Specialty Drugs
- Certain Prescription Drugs (if Covered by a prescription drug card)
- Certain Behavioral Health Services
- Certain Durable Medical Equipment (DME)
- Certain Advanced Radiological Imaging
- Notice of changes to the Prior Authorization list will be made via Our web site and the Member newsletter. For the most current list of services that require Prior Authorization, call our consumer advisors or visit Our web site at bcbst.com.

If You are receiving services from a Network Provider in Tennessee, and those services require a Prior Authorization the Network Provider is responsible for obtaining Prior Authorization. If the Network Provider fails to obtain Prior Authorization You are not responsible for any Penalty or reduction in benefits, unless You have signed a document agreeing to pay for the service regardless of Coverage.

If You are receiving Inpatient Facility services from a Network Provider outside of Tennessee, and those services require a Prior Authorization, the Network Provider is responsible for obtaining Prior Authorization. If the Network Provider fails to obtain Prior Authorization, You are not responsible for any Penalty or reduction in benefits, unless You have signed a document agreeing to pay for the service regardless of Coverage.

If You are receiving any services, other than Inpatient Facility services, from a Network Provider outside of Tennessee, and those services require a Prior Authorization, You are responsible for obtaining Prior Authorization. If You fail to obtain Prior Authorization, Your benefits may be reduced.

If You are receiving services from an Out-of-Network Provider, and those services require a Prior Authorization, You are responsible for obtaining Prior Authorization. If You fail to obtain Prior Authorization, Your benefits may be reduced.

BlueCross may Authorize some services for a limited time. BlueCross must review any request for additional days or services.

B. Care Management

A number of Care Management programs are available to You across the care spectrum, including those for low-risk health conditions, behavioral health conditions, substance use disorders and/or certain complicated medical or behavioral health needs.

Care Management personnel will work with You, Your family, Your doctors and other health care Providers to coordinate care, provide education and support and to identify the most appropriate care setting. Depending on the level of Care Management needed, Our personnel will maintain regular contact with You throughout treatment, coordinate clinical and health plan Coverage matters, and help You and Your family utilize available community resources.

After evaluation of Your condition, BlueCross may, at its discretion, determine that alternative treatment is Medically Necessary and Medically Appropriate.

In that event, We may elect to offer alternative benefits for services not otherwise specified as

Covered Services in Attachment A. Such benefits shall not exceed the total amount of benefits under this EOC and will only be offered in accordance with a written case management or alternative treatment plan agreed to by Your attending physician and BlueCross.

Emerging Health Care Programs - Care Management is continually evaluating emerging health care programs. These are processes that demonstrate potential improvement in access, quality, efficiency, and Member satisfaction. When We approve an emerging health care program, approved services provided through that program are Covered, even though they may normally be excluded under this EOC.

Care Management services, emerging health care programs and alternative treatment plans may be offered to eligible Members on a case-by-case basis to address their unique needs. Under no circumstances does a Member acquire a vested interest in continued receipt of a particular level of benefits. Offer or confirmation of Care Management services, emerging health care programs or alternative treatment plans to address a Member's unique needs in one instance shall not obligate the Plan to provide the same or similar benefits for any other Member.

C. Medical Policy

BlueCross medical policies address existing, new, and emerging medical technologies and services. Medical policies are based on an evidence-based research process that seeks to determine the scientific merit and research support for particular medical technologies and services. Determinations with respect to technologies are made using technology evaluation criteria. "Technology" or "Technologies" include devices, procedures, medications, and other existing and emerging medical services.

Medical policies state whether a Technology is Medically Necessary, Investigational or Cosmetic. As Technologies change and improve, and as Members' needs change, We may reevaluate and change medical policies without formal notice. Visit bcbst.com/mpm to review Our medical policies.

Medical policies sometimes define certain terms. If the definition of a term defined in Our medical policy differs from a definition in this EOC, the medical policy definition controls.

Medical policies sometimes define certain terms. If the definition of a term defined in Our medical policy differs from a definition in this EOC, the medical policy definition controls.

D. Patient Safety

If You have a concern with the safety or quality of care You received from a Network Provider, please call Us at the number on the membership ID card. Your concern will be noted and investigated by Our Clinical Risk Management department.

HEALTH AND WELLNESS SERVICES

The Plan provides You with resources to help improve and manage Your health. To learn more about these resources or any changes to Your resources, log in at bcbst.com or call the number on the back of your Member ID card.

Personal Health Assessment – This assessment tool helps You understand certain health risks and what You can do to reduce them with a personalized wellness report.

Decision Support Tools – With these resources, You can get help with handling health issues, formulate questions to ask Your doctor, understand symptoms and explore health topics and wellness tips that matter to You most.

Digital Self-Guided Programs – Our digital learning tools allow You to work on a healthy habit one step at a time. Participate in a variety of journeys that provide guidance and support through structured multi-step courses.

Health Trackers – Select habits to track that align with Your wellbeing goals including getting active, eating healthy, sleeping well, managing stress, and being productive.

Blue365®– The Blue365 Member discount program provides savings on a range of health-related products and services. For more information, log in at bcbst.com.

Fitness Your Way™ – Fitness Your Way is a discount fitness program that is intended to help You get and stay fit with a nationwide network of fitness facilities as well as live and recorded virtual fitness classes.

Rewards℠– You may be eligible to earn rewards or incentives under the Employer sponsored wellness program. For more information, log in at bcbst.com or contact Us at the Member Service number on the back of Your Member ID card.

If You think You might not be able to meet a standard for a reward or incentive under the program, You might qualify for an opportunity to earn the same reward by different means. Contact Us at the Member Service number on the back of Your Member ID card and We will work with You (and if You wish, with Your doctor) to find a wellness strategy with the same reward that is right for You in light of Your health status.

24/7 Nurseline – This program provides You access to nurses 24 hours a day, 7 days a week. Our nurses help with symptom assessment, general health information, self-care education and personalized support. Connect with a nurse by phone at 1-800-818-8581, for hearing impaired TTY 1-888-308-7231.

Healthy Maternity Management – This program provides You access to prenatal health education, telephonic support, and digital case management. You can participate by phone or by using the CareTN mobile app. For more information, log in at bcbst.com or contact Us at 1-800-818-8581.

CONTINUATION OF COVERAGE

Federal Law

If the ASA remains in effect, but Your Coverage under this EOC would otherwise terminate, the Employer may offer You the right to continue Coverage. This right is referred to as "COBRA Continuation Coverage" and may occur for a limited time subject to the terms of this Section and the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA.)

1. Eligibility

   If You have been Covered by the Plan on the day before a qualifying event, You may be eligible for COBRA Continuation Coverage. The following are qualifying events for such Coverage:

   a. Subscribers. Loss of Coverage because of:

      (1) The termination of employment except for gross misconduct.

      (2) A reduction in the number of hours worked by the Subscriber.

   b. Covered Dependents. Loss of Coverage because of:

      (1) The termination of the Subscriber's Coverage as explained in subsection (a), above.

      (2) The death of the Subscriber.

      (3) Divorce or legal separation from the Subscriber.

      (4) The Subscriber becomes entitled to Medicare.

      (5) A Covered Dependent reaches the Limiting Age.

2. Enrolling for COBRA Continuation Coverage

   The administrator, acting on behalf of the Employer, shall notify You of Your rights to enroll for COBRA Continuation Coverage after:

   a. The Subscriber's termination of employment, reduction in hours worked, death or entitlement to Medicare coverage; or

   b. The Subscriber or Covered Dependent notifies the Employer, in writing, within 60 days after any other qualifying event set out above.

   You have 60 days from the qualifying event or the date Your notice of Your right to COBRA Continuation Coverage is mailed, whichever is later, to enroll for such Coverage. The Employer or the administrator will send the forms that should be used to enroll for COBRA Continuation Coverage. If You do not send the Enrollment Form to the Employer within that 60-day period, You will lose Your right to COBRA Continuation Coverage under this Section. If You are qualified for COBRA Continuation Coverage and receive services that would be Covered Services before enrolling and submitting the Payment for such Coverage, You will be required to pay for those services. The Plan will reimburse You for Covered Services, less required Member payments, after You enroll and submit the Payment for Coverage, and submit a claim for those Covered Services as set forth in the Claim Procedure section of this EOC.

3. Payment

   You must submit any Payment required for COBRA Continuation Coverage to the administrator at the address indicated on Your Payment notice. If You do not enroll when first becoming eligible, the Payment due for the period between the date You first become eligible and the date You enroll for COBRA Continuation Coverage must be paid to the Employer (or to the administrator, if so directed by the Employer) within 45 days after the date You enroll for COBRA Continuation Coverage. After enrolling for COBRA Continuation Coverage, all Payments are due and payable on a monthly basis as required by the Employer. If the Payment is not received by the administrator on or before the due date, Coverage will be terminated, for cause, effective as of the last day for which Payment was received as explained in the Termination of Coverage Section. The administrator may use a third party vendor to collect the COBRA Payment.

4. Coverage Provided

   If You enroll for COBRA Continuation Coverage You will continue to be Covered under the Plan and this EOC. The COBRA

Continuation Coverage is subject to the conditions, limitations and exclusions of this EOC and the Plan. The Plan and the Employer may agree to change the ASA and/or this EOC. The Employer may also decide to change administrators. If this happens after You enroll for COBRA Continuation Coverage, Your Coverage will be subject to such changes.

5. Duration of Eligibility for COBRA Continuation Coverage

   COBRA Continuation Coverage is available for a maximum of:

   a. 18 months if the loss of Coverage is caused by termination of employment or reduction in hours of employment; or

   b. 29 months of Coverage. If, as a qualified beneficiary who has elected 18 months of COBRA Continuation Coverage, You are determined to be disabled within the first 60 days of COBRA Continuation Coverage, You can extend Your COBRA Continuation Coverage for an additional 11 months, up to 29 months. Also, the 29 months of COBRA Continuation Coverage is available to all non-disabled qualified beneficiaries in connection with the same qualifying event. "Disabled" means disabled as determined under Title II or XVI of the Social Security Act. In addition, the disabled qualified beneficiary or any other non-disabled qualified beneficiary affected by the termination of employment qualifying event must.

      (1) Notify the Employer or the administrator of the disability determination within 60 days after the determination of disability, and before the close of the initial 18-month Coverage period; and

      (2) Notify the Employer or the administrator within 30 days of the date of a final determination that the qualified beneficiary is no longer disabled; or

   c. 36 months of Coverage if the loss of Coverage is caused by:

      (1) the death of the Subscriber;

      (2) loss of dependent child status under the Plan;

      (3) the Subscriber becomes entitled to Medicare; or

      (4) divorce or legal separation from the Subscriber; or

   d. 36 months for other qualifying events. If a Covered Dependent is eligible for 18 months of COBRA Continuation Coverage as described above, and there is a second qualifying event (e.g., divorce), You may be eligible for 36 months of COBRA Continuation Coverage from the date of the first qualifying event.

6. Termination of COBRA Continuation Coverage

   After You have elected COBRA Continuation Coverage, that Coverage will terminate either at the end of the applicable 18, 29 or 36 month eligibility period or, before the end of that period, upon the date that:

   a. The Payment for such Coverage is not submitted when due; or

   b. You become Covered as either a Subscriber or dependent by another group health care plan, and that coverage is as good as or better than the COBRA Continuation Coverage; or

   c. The ASA is terminated; or

   d. You become entitled to Medicare Coverage; or

   e. The date that You, otherwise eligible for 29 months of COBRA Continuation Coverage, are determined to no longer be disabled for purposes of the COBRA law.

7. Continued Coverage During a Family and Medical Leave Act (FMLA) Leave of Absence

   Under the Family and Medical Leave Act, Subscribers may be able to take:

   - up to 12 weeks of unpaid leave from employment due to certain family or medical circumstances, or
   - in some instances, up to 26 weeks of unpaid leave if related to certain family

members' military service related hardships.

Contact the Employer to find out if this provision applies. If it does, Members may continue health coverage during the leave, but must continue to pay the conversion options portion of the premium that the Subscriber would pay if he or she were actively working. Coverage will be subject to suspension or cancellation if the Subscriber fails to pay the premium on time. If the Subscriber takes a leave and Coverage is cancelled for any reason during that leave, Members may resume Coverage when the Subscriber returns to work without waiting for an Open Enrollment Period.

8. Continued Coverage During a Military Leave of Absence

   A Subscriber may continue his or her Coverage and Coverage for his or her Dependents during military leave of absence in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994. When the Subscriber returns to work from a military leave of absence, the Subscriber will be given credit for the time the Subscriber was Covered under the Plan prior to the leave. Members may continue health coverage during the leave, but must continue to pay the conversion options portion of the premium that the Subscriber would pay if he or she were actively working. Coverage will be subject to suspension or cancellation if the Subscriber fails to pay the premium on time.

9. The Trade Adjustment Assistance Reform Act of 2002

   The Trade Adjustment Assistance Reform Act of 2002 (TAARA) may have added to Your COBRA rights. If You lost Your job because of import competition or shifts of production to other countries, You may have a second COBRA Continuation election period. If You think this may apply to You, check with the Employer or the Department of Labor.

COORDINATION OF BENEFITS

A. Purpose of Coordination of Benefits

If another Payor provides coverage to You, the Plan may coordinate its benefits with those of that other Payor (the "Primary Plan"). The Plan will follow the subtraction method to coordinate benefits when it is the secondary Plan.

When the Plan is secondary (meaning it determines its benefits after another Plan), the Member liability from the Primary Plan becomes the Allowable Expense under this Plan. Applicable Copayments, Deductibles and Coinsurance are applied to that amount.

B. Information About Coverage From Other Payors

Information about Your Coverage by other Payors, which is set forth on the enrollment form, is material information. A Subscriber must submit a completed change form if there is any change in the Subscriber's Coverage or a Covered Dependent's Coverage by other Payors during the term of Coverage by the Plan. You must cooperate, upon reasonable request, to permit the Plan to coordinate its Coverage with that provided by other Payors.

C. Group Coordination of Benefits

The Plan shall coordinate benefits as follows:

1. Applicability

   a. This coordination of benefits (COB) provision applies when You have health care coverage under more than one plan.

   b. If this COB provision applies, the order of benefit determination rules are applied. Those rules determine whether the Plan's benefits are determined before or after those of another plan. The Plan's benefits:

      (1) Shall not be reduced when, under the order of benefit determination rules, the Plan determines its benefits before another plan (i.e. is the Primary Plan); but

      (2) May be reduced when, under the order of benefits determination rules, another plan determines its benefits first. This reduction is described in subdivision 4 below, "Effect on the Benefits of This Plan."

2. Definition of Terms Used in this Section

   a. A "**Plan**" provides benefits or services for medical or dental care or treatment, from:

      (1) Group insurance or group-type coverage, whether insured or uninsured. This includes health maintenance, prepayment, group practice or individual practice coverage. It also includes coverage other than school accident-type coverage.

      (2) Coverage under a governmental plan, or coverage required or provided by law. This does not include a state Medicaid Plan (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act).

   b. Primary Plan and Secondary Plan. The order of benefit determination rules state whether this Plan is a Primary Plan or secondary Plan as to another Plan covering the person. When this Plan is a Primary Plan, its benefits are determined before those of the other Plan and without considering the other Plan's benefits. When this Plan is a secondary Plan, its benefits are determined after those of the other Plan and may be reduced because of the other Plan's benefits. When there are more than two Plans covering the person, this Plan may be a Primary Plan as to one or more other Plans and may be a secondary Plan as to a different Plan(s).

   c. Allowable Expense means a necessary, reasonable and customary item of expense for health care, when that expense is Covered at least in part by one or

more Plans covering the person for whom the claim is made. When a Plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an Allowable Expense and a benefit paid. When benefits are reduced under a Primary Plan because a Covered person does not comply with the Plan provisions, the amount of that reduction will not be considered an Allowable Expense.

d. Claim Determination Period means a Calendar Year. However, it does not include any part of a year during which a person has no Coverage under this Plan.

3. Order of Benefit Determination Rules

a. General. When there is a basis for a claim under this Plan and another Plan, this Plan is a secondary Plan that determines its benefits after those of the other Plan, unless:

(1) The other Plan has rules coordinating its benefits with those of this Plan; and

(2) Both those rules and this Plan's rules, set forth below, require that this Plan's benefits be determined before those of the other Plan.

b. Rules. This Plan determines its order of benefits using the first of the following rules that applies:

(1) Nondependent/dependent. The benefits of the Plan that covers the person as an Employee, Member or Subscriber (that is, other than as a dependent) are determined before those of the Plan that covers the person as a dependent;

(2) Dependent child/parents not separated or divorced. Except as stated in paragraph 3(b) 3, when this Plan and another Plan cover the same child as a dependent of different parents:

(a) The benefits of the Plan of the parent whose birthday falls earlier in a year are determined before those of the Plan of the parent whose birthday falls later in that year; but

(b) If both parents have the same birthday, the benefits of the Plan that covered one parent longer are determined before those of the Plans that Covered the other parent for a shorter period of time. However, if the other Plan does not have the rule described previously in 3(b)(2)(a) or (b) and if, as a result, the Plans do not agree on the order of benefits, the rule in the other Plan will determine the order of benefits.

(3) Dependent child/separated or divorced. If 2 or more Plans cover a person as a dependent child of divorced or separated parents, benefits for the child are determined in this order:

(a) First, the Plan of the parent with custody of the child;

(b) Then, the Plan of the spouse of the parent with the custody of the child; and

(c) Finally, the Plan of the parent not having custody of the child. However, if the specific terms of a court decree state that one of the parents is responsible for the health care expense of the child, and the Plan that is obligated to pay or provide benefits to that child under that decree has actual knowledge of those terms, the benefits of that Plan are determined first.

(4) Joint custody. If the specific terms of a court decree state that the parents shall share joint custody, without stating that 1 of the parents is

responsible for the health care expenses of the child, the Plans covering the child shall follow the order of benefit determination rules outlined in paragraph 3(b)(2).

(5) Active/inactive Employee. The benefits of a Plan that covers a person as an Employee, who is neither laid off nor retired, are determined before those of a Plan that covers that person as a laid off or retired Employee. The same would be true if a person is a dependent of a person Covered as a retiree and an Employee. If the other Plan does not have this rule and if, as a result, the Plans do not agree on the order of benefits, this rule (5) is ignored.

(6) Longer/shorter length of Coverage. If none of the previous rules determines the order of benefits, the benefits of the Plan that Covered an Employee, Member or Subscriber for the longer period are determined before those of the Plan covering that person for the shorter period.

4. Effect On the Benefits Of This Plan

a. When This Section Applies. This section 4 applies when, in accordance with the Order of Benefit Determination Rules, this Plan is a secondary Plan as to one or more other Plans (the "Other Plans"). In that event, the benefits of this Plan may be reduced under this section.

b. Reduction in this Plan's benefits.

(1) The benefits payable under this Plan are calculated after the Primary Plan's benefits. The amount established as Member liability under the Primary Plan is the Allowable Expense under this Plan. Applicable Copayments, Deductibles and Coinsurance are applied to this amount to determine benefits payable under this Plan.

(2) When a Plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both the expense incurred and the benefit payable.

(3) When the benefits of this Plan are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of this Plan.

5. Right To Receive And Release Needed Information

Certain facts are needed to apply these COB rules. The Plan has the right to decide which facts it needs. It may get needed facts from or give information to any other organization or person. The Plan need not tell, or get the consent of, any person to do this. Each person claiming benefits under this plan must give the Plan any facts it needs to pay the claim.

6. Facility of Payment

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

7. Right of Recovery

   If the amount of the payments made by the Plan is more than it should have paid under this COB provision, it may recover the excess from one or more of:

   a. The person it has paid or for whom it has made such payment;

   b. Other plans; or

   c. Other organizations.

   The amount of the payments made includes the reasonable cash value of any benefits provided in the form of services.

D. Subscribers and Covered Dependents Enrolled for Medicare

The Plan will follow applicable Medicare statutes and regulations to determine if it or Medicare should be the Primary Plan for Covered Services rendered to You when You are also eligible for Medicare Coverage. The Plan will provide You with a summary of those statutes and regulations upon request.

GRIEVANCE PROCEDURE

I. INTRODUCTION

Our Grievance procedure (the "Procedure") is intended to provide a fair, quick and inexpensive method of resolving any and all Disputes with the Plan. Such Disputes include: any matters that cause You to be dissatisfied with any aspect of Your relationship with the Plan; any Adverse Benefit Determination concerning a Claim; or any other claim, controversy, or potential cause of action You may have against the Plan. Please contact the customer service department at the number listed on the membership ID card: (1) to file a Claim; (2) if You have any questions about this EOC or other documents related to Your Coverage (e.g., a Claim Summary, sometimes referred to as the Explanation of Benefits or Monthly Claims Statement); or (3) to initiate a Grievance concerning a Dispute.

1. This Procedure is the exclusive method of resolving any Dispute. Exemplary or punitive damages are not available in any Grievance or litigation, pursuant to the terms of this EOC. Any decision to award damages must be based upon the terms of this EOC.
2. The Procedure can only resolve Disputes that are subject to Our control.
3. You cannot use this Procedure to resolve a claim that a Provider was negligent. Network Providers are independent contractors. They are solely responsible for making treatment decisions in consultation with their patients. You may contact the Plan, however, to complain about any matter related to the quality or availability of services, or any other aspect of Your relationship with Providers.
4. You may request a form from the Plan to authorize another person to act on Your behalf concerning a Dispute.
5. We, the Plan and You may agree to skip one or more of the steps of this Procedure if it will not help to resolve the Dispute.
6. Any Dispute will be resolved in accordance with applicable Tennessee or Federal laws and regulations, the ASA and this EOC.

II. DESCRIPTION OF THE REVIEW PROCEDURES

A. Inquiry

An Inquiry is an informal process that may answer questions or resolve a potential Dispute. You should contact the customer service department if You have any questions about how to file a Claim or to attempt to resolve any Dispute. Making an Inquiry does not stop the time period for filing a Claim or beginning a Dispute. You do not have to make an Inquiry before filing a Grievance.

B. First Level Grievance

You must submit a written request asking the Plan to reconsider an Adverse Benefit Determination, or take a requested action to resolve another type of Dispute (Your "Grievance"). You must begin the Dispute process within 180 days from the date We issue notice of an Adverse Benefit Determination from the Plan or from the date of the event that is otherwise causing You to be dissatisfied with the Plan. If You do not initiate a Grievance within 180 days of when We issue an Adverse Benefit Determination, We may raise Your failure to initiate a Grievance in a timely manner as a defense if You file a lawsuit against the Administrator later.

Contact the customer service department at the number listed on Your membership ID card for assistance in preparing and submitting Your Grievance. They can provide You with the appropriate form to use in submitting a Grievance. This is the first level Grievance procedure and is mandatory. BlueCross is a limited fiduciary for the first level Grievance.

1. Grievance Process

After We have received and reviewed Your Grievance, Our first level Grievance committee will meet to consider Your Grievance and any additional information that You or others submit concerning that Grievance. In Grievances concerning urgent care or pre-service Claims, We will appoint one or more qualified reviewer(s) to consider such Grievances. Individuals involved in making prior determinations concerning

Your Dispute are not eligible to be voting members of the first level Grievance committee or reviewers. Such determinations shall be subject to the review standards applicable to ERISA plans, even if the Plan is not otherwise governed by ERISA.

2. Written Decision

The committee or reviewers will consider the information presented, and You will receive a written decision concerning Your Grievance as follows:

(a) For a pre-service claim, within 30 days of receipt of Your request for review;

(b) For a post-service claim, within 60 days of receipt of Your request for review; and

(c) For a pre-service, urgent care claim, within 72 hours of receipt of Your request for review.

The decision of the Committee will be sent to You in writing and will contain:

(a) A statement of the committee's understanding of Your Grievance;

(b) The basis of the committee's decision; and

(c) Reference to the documentation or information upon which the committee based its decision. You may receive a copy of such documentation or information, without charge, upon written request.

C. Second Level Grievance

You may file a written request for reconsideration with Us within ninety (90) days after We issue the first level Grievance committee's decision. This is called a second level Grievance. Information on how to submit a second level Grievance will be provided to You in the decision letter following the first level Grievance review.

If the Plan is governed by ERISA, You also have the right to bring a civil action against the Plan to obtain the remedies available pursuant to Sec. 502(a) of ERISA ("ERISA Actions") after completing the mandatory first level Grievance process.

The Plan may require You to exhaust each step of this Procedure in any Dispute that is not an ERISA Action:

Your decision concerning whether to file a second level Grievance has no effect on Your rights to any other benefits under the Plan. If You file a second level Grievance concerning an ERISA Action, the Plan agrees to toll any time defenses or restrictions affecting Your right to bring a civil action against the Plan until the second level committee makes its decision. Any person involved in making a decision concerning Your Dispute (e.g. first level committee members) will not be a voting member of the second level Grievance committee.

1. Grievance Process

You may request an in-person or telephonic hearing before the second level Grievance committee. You may also request that the second level Grievance committee reconsider the decision of the first level committee, even if You do not want to participate in a hearing concerning Your Grievance. If You wish to participate, Our representatives will contact You to explain the hearing process and schedule the time, date and place for that hearing.

In either case, the second level committee will meet and consider all relevant information presented about Your Grievance, including:

(a) Any new, relevant information that You submit for consideration; and

(b) Information presented during the hearing. Second level Grievance committee members and You will be permitted to question each other and any witnesses during the hearing. You will also be permitted to make a closing statement to the committee at the end of the hearing.

2. Written Decision

After the hearing, the second level committee will meet in closed session to make a decision concerning Your Grievance. That decision will be sent to You in writing. The written decision will contain:

(a) A statement of the second level committee's understanding of Your Grievance;

(b) The basis of the second level committee's decision; and

(c) Reference to the documentation or information upon which the second level committee based its decision. Upon written request, We will send You a copy of any such documentation or information, without charge.

D. Independent Review of Medical Necessity Determinations

If Your Grievance involves a Medical Necessity determination, or grievances with respect to Emergency Care Services rendered at an out-of-network hospital, items and services rendered by an Out-of-Network Provider at an in-network hospital (unless You agreed with the Provider prior to the services to accept out-of-network terms under regulatory requirements) and Authorized air ambulance services, then either: (1) after completion of the mandatory first level Grievance; or (2) after completion of the mandatory first level Grievance followed by completion of the second level Grievance, You may request that the Dispute be submitted to a neutral third party, selected by Us, to independently review and resolve such Dispute(s). If You request an independent review following the mandatory first level Grievance, You waive Your right to a second level Grievance and Your right to present oral testimony during the Grievance Process. Your request for independent review must be submitted in writing within 180 days after the date You receive notice of the decision. Receipt shall be deemed to have occurred no more than two days after the date of issuance of the decision. Any person involved in making a decision concerning Your Dispute will not be a voting member of the independent review panel or committee.

Your decision concerning whether to request independent review has no effect on Your rights to any other benefits under the Plan. If You request independent review of an ERISA Action, We agree to toll any time defenses or restrictions affecting Your right to bring a civil action against the Employer or Employer's Plan, until the independent reviewer makes its decision.

The Employer or Employer's Plan will pay the fee charged by the independent review organization and its reviewers if You request that the Plan submit a Dispute to independent review. You will be responsible for any other costs that You incur to participate in the independent review process, including attorney's fees.

We will submit the necessary information to the independent review entity within 5 business days after receiving Your request for review. We will provide copies of Your file, excluding any proprietary information to You, upon written request. The reviewer may also request additional medical information from You. You must submit any requested information, or explain why that information is not being submitted, within 5 business days after receiving that request from the reviewer.

The reviewer must submit a written determination to Us and We will submit the determination to You within 45 days after receipt of the independent review request. In the case of a life threatening condition, the decision must be issued within 72 hours after receiving the review request. Except in cases involving a life-threatening condition, the reviewer may request an extension of up to 5 business days to issue a determination to consider additional information submitted by Us or You.

The reviewer's decision must state the reasons for the determination based upon: (1) the terms of this EOC and the ASA; (2) Your medical condition; and (3) information submitted to the reviewer. The reviewer's decision may not expand the terms of Coverage of the ASA.

No legal action shall be brought to recover under this EOC until 60 days after the claim has been filed. No such legal action shall be brought more than 3 years after the time the claim is required to be filed.

DEFINITIONS

Defined terms are capitalized. When defined words are used in this EOC, they have the meaning set forth in this section.

1. **Actively At Work** – The performance of all of an Employee's regular duties for the Employer on a regularly scheduled workday at the location where such duties are normally performed. Eligible Employees will be considered to be Actively At Work on a non-scheduled work day (which would include a scheduled vacation day) only if the Employee was Actively At Work on the last regularly scheduled work day. An eligible Employee who is not at work due to a health-related factor shall be treated as Actively At Work for purposes of determining Eligibility.
2. **Acute** – An illness or injury that is both severe and of short duration.
3. **Administrative Services Agreement or ASA** – The arrangements between the administrator and the Employer, including any amendments, and any attachments to the ASA or this EOC.
4. **Advanced Radiological Imaging** – Services such as MRIs, CT scans, PET scans, nuclear medicine and similar technologies.
5. **Adverse Benefit Determination** – Any denial, reduction, termination or failure to provide or make payment for what You believe should be a Covered Service. Adverse Benefit Determinations include:
    a. A determination by a health carrier or its designee utilization review organization that, based upon the information provided, a request for a benefit under the health carrier's health benefit plan does not meet the health carrier's requirements for Medical Necessity, appropriateness, health care setting, level of care or effectiveness and the requested benefit is therefore denied, reduced or terminated or payment is not provided or made, in whole or in part, for the benefit;
    b. The denial, Rescission, reduction, termination or failure to provide or make payment, in whole or in part, for a benefit based on a determination by a health carrier of a Covered person's eligibility to participate in the health carrier's health benefit plan; or
    c. Any prospective review or retrospective review determination that denies, reduces, or terminates or fails to provide or make payment for, in whole or in part, a benefit.
6. **Annual Benefit Period** – The 12-month period under which Your benefits are administered, as noted in Attachment C: Schedule of Benefits.
7. **Authorize(d)** – A determination made by the Administrator at the end of the Prior Authorization process'
8. **Behavioral Health Services** – Any services or supplies that are Medically Necessary and Medically Appropriate to treat: a mental or nervous condition; alcoholism; chemical dependence; drug abuse or drug addiction.
9. **Billed Charges** – The amount that a Provider charges for services rendered. Billed Charges may be different from the amount that BlueCross determines to be the Maximum Allowable Charge for services.
10. **Blue Distinction Centers for Transplants (BDCT) Network –** A network of facilities and hospitals contracted with BlueCross (or with an entity on behalf of BlueCross) to provide Transplant Services for some or all organ and bone marrow/stem cell transplant procedures Covered under this EOC. Facilities obtain designation as a BDCT by transplant type; therefore, a hospital or facility may be classified as a BDCT for one type of organ or bone marrow/stem cell transplant procedure but not for another type of transplant. This designation is important as it impacts the level of benefit You will receive.
11. **BlueCard PPO Participating Provider** – A physician, hospital, licensed skilled nursing facility, home health care provider or other Provider contracted with other BlueCross and/or BlueShield Association (BlueCard PPO) Plans and/or Authorized by the Plan to provide Covered Services to Members.
12. **Care Management** – Programs that promote cost effective coordination of care for Members with low-risk health conditions, behavioral health conditions, substance use disorders and/or certain complicated medical or behavioral health needs.
13. **CHIP** – The State Children's Health Insurance Program established under title XXI of the Social Security Act (42 U.S.C. 1396 et. seq.)
14. **Clinical Trials** - Studies performed with human subjects to test new drugs or combinations of drugs, new approaches to surgery or radiotherapy or procedures to improve the diagnosis of disease and the quality of life of the patient.

15. **Coinsurance** – The amount, stated as a percentage of the Maximum Allowable Charge for a Covered Service that is the Member's responsibility during the Annual Benefit Period after any Deductible is satisfied. The Coinsurance percentage is calculated as 100%, minus the percentage Payment of the Maximum Allowable Charge as specified in Attachment C: Schedule of Benefits.

    In addition to the Coinsurance percentage, You are responsible for the difference between the Billed Charges and the Maximum Allowable Charge for Covered Services if the Billed Charges of a Non-Contracted Provider or an Out-of-Network Provider are more than the Maximum Allowable Charge for such Services.

16. **Complications of Pregnancy** – Conditions requiring Hospital Confinement (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity, non-elective caesarian section, ectopic pregnancy that is terminated, and spontaneous termination of pregnancy, that occurs during a period of gestation in which a viable birth is not possible.

    Complications of Pregnancy does not include false labor; occasional spotting; physician prescribed rest during the period of pregnancy; morning sickness; hyperemesis gravidarum and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

17. **Concurrent Review Process** – The process of evaluating care during the period when Covered Services are being rendered.

18. **Congenital Anomaly** – A physical developmental defect present at birth and identified within the first 12 months following birth.

19. **Convenience or Convenience Item(s)** – Any service, item, device, software or equipment that is related primarily to the ease or preference of the Member, family, caregiver or Provider rather than to Medical Necessity of care.

20. **Copayment** – The dollar amount specified in Attachment C: Schedule of Benefits, that You are required to pay directly to a Provider for certain Covered Services. You must pay such Copayments at the time You receive those Services.

21. **Cosmetic Surgery** – Any treatment intended to improve Your appearance. Our Medical Policy establishes the criteria for what is cosmetic, and what is Medically Necessary and Medically Appropriate.

22. **Covered Dependent** – A Subscriber's family member who: (1) meets the eligibility requirements of this EOC; (2) has been enrolled for Coverage; and (3) for whom the Plan has received the applicable Payment for Coverage.

23. **Covered Family Members** – A Subscriber and his or her Covered Dependents.

24. **Covered Services, Coverage or Covered** – Those Medically Necessary and Medically Appropriate services and supplies that are set forth in Attachment A of this EOC, (which is incorporated by reference). Covered Services are subject to all the terms, conditions, exclusions and limitations of the Plan and this EOC. Covered Services shall not include items or services that are illegal or unlawful when furnished by the Provider.

25. **Custodial Care** – Non-medical care that can reasonably and safely be provided by non-licensed caregivers. This includes, but is not limited to caregiver training services, eating, bathing, dressing or other activities of daily living.

26. **Deductible** – The dollar amount, specified in Attachment C: Schedule of Benefits, that You must incur and pay for Covered Services during an Annual Benefit Period before the Plan provides benefits for services. There are 2 separate Deductible amounts – one for Network Providers and one for Out-of-Network Providers. Satisfying the Deductible under the Network Provider benefits does not satisfy the Deductible for the Out-of-Network Provider benefits, and vice versa. The Deductible will apply to the Individual Out-of-Pocket and Family Out-of-Pocket Maximum(s).

    Copayments and any balance of charges (the difference between Billed Charges and the Maximum Allowable Charge) are not considered when determining if You have satisfied a Deductible.

27. **Effective Date –** The date Your Coverage under this EOC begins.

28. **Emergency** – A sudden and unexpected medical condition, including a mental health condition or substance use disorder, that manifests itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in:

    a. serious impairment of bodily functions; or

    b. serious dysfunction of any bodily organ or part; or

    c. placing a prudent layperson's health in serious jeopardy.

    Examples of Emergency conditions include: (1) severe chest pain; (2) uncontrollable bleeding; or (3) unconsciousness.

29. **Emergency Care Services** – Those services and supplies that are Medically Necessary and Medically Appropriate in the treatment of an Emergency and delivered in a hospital Emergency department or a licensed independent freestanding emergency department. Emergency Care Services may include items and services after the Member is stabilized and as part of outpatient observation or an inpatient or outpatient stay related to the Emergency.

30. **Employee** – A person who fulfills all eligibility requirements established by the Employer and the administrator.

31. **Employer** – A corporation, partnership, union or other entity that is eligible for group coverage under State and Federal laws; and that enters into an Agreement with the administrator to provide Coverage to its Employees and their Eligible Dependents.

32. **Enrollment Form** – A form or application that must be completed in full by the eligible Employee before he or she will be considered for Coverage under the Plan. The form or application may be in paper form, or electronic, as determined by the Plan Sponsor.

33. **ERISA** – The Employee Retirement Income Security Act of 1974, as amended.

34. **Hearing Aid(s)** – An instrument to amplify sounds for those with hearing loss. There are 2 types of Hearing Aids: the air conduction type, which is worn in the external acoustic meatus, and the bone conduction type, which is worn in the back of the ear over the mastoid process. Examples of Hearing Aids that would fall within this definition are the Baha® system and the Otomag™ Hearing System. Cochlear implants are a prosthetic and are not considered Hearing Aids.

35. **Hospital Confinement or Hospital Admission** – When You are treated as a registered bed patient at a Hospital or other Provider facility and incur a room and board charge.

36. **Hospital Services** – Covered Services that are Medically Appropriate to be provided by an Acute care Hospital.

37. **Incapacitated Child** – an unmarried child of the Subscriber who is Covered under the Plan upon reaching the Plan's Limiting Age, and continues to be, both (1) incapable of self-sustaining employment by reason of intellectual or physical disability; and (2) chiefly dependent upon the Subscriber or Subscriber's Covered spouse for economic support and maintenance.

    a. Proof of such incapacity and dependency must be furnished within 31 days of when the child reaches the Limiting Age.

    b. Incapacitated dependents of Subscribers of new groups, or of Subscribers who are newly eligible under this Plan, are eligible for Coverage if they were Covered under the Subscriber's or the Subscriber's Covered spouse's previous health benefit plan. Proof of the incapacity and dependency is required upon enrollment. Annual proof of the dependent's continued compliance with the terms of incapacity and dependency may be required.

38. **Investigational** – The definition of "Investigational" is based on the terms of this Evidence of Coverage, BlueCross' technology evaluation criteria and medical policies. "Investigational" includes Technologies that are experimental. In addition, any Technology that fails to meet **ALL** of the following four criteria may be considered Investigational.

    a. The Technology must have final approval from the appropriate governmental regulatory bodies, as demonstrated by:

        i. This criterion applies to drugs, biological products, devices and any other product or procedure that must have final approval to market from the U.S. Food and Drug Administration or any other federal governmental body

with authority to regulate the use of the Technology.

ii. Any approval that is granted as an interim step in the U.S. Food and Drug Administration's or any other federal governmental body's regulatory process is not sufficient.

b. The scientific evidence must permit conclusions concerning the effect of the Technology on a specific diagnosis, as demonstrated by:

i. The evidence should consist of well-designed and well-conducted investigations published in peer-reviewed journals concerning the use of a Technology for a specific diagnosis. The quality of the body of studies and the consistency of the results are considered in evaluating the evidence.

ii. The evidence should demonstrate that the Technology could measure or alter the physiological changes related to a disease, injury, illness, or condition. In addition, there should be evidence or a convincing argument based on established medical facts that such measurement or alteration affects health outcomes for a specific diagnosis.

c. The Technology must improve the net health outcome, as demonstrated by:

i. The Technology's beneficial effects on health outcomes should outweigh any harmful effects on health outcomes.

d. The improvement must be attainable outside the Investigational settings, as demonstrated by:

i. In reviewing the criteria above, the medical policy panel will consider physician specialty society recommendations, the view of prudent medical practitioners practicing in relevant clinical areas and any other relevant factors.

When Coverage is not addressed by this EOC, applicable medical policy, or third-party clinical guidelines adopted by BlueCross, or You have unusual, rare, or unique circumstances relating to Your condition as determined by the Medical Director, then the Medical Director, in accordance with applicable ERISA standards, shall have discretionary authority to make a determination concerning whether a service or supply is Investigational. If the Medical Director does not Authorize the provision of a service or supply, it will not be a Covered Service. In making such determinations, the Medical Director shall rely upon any or all of the following, at his or her discretion**:**

a. Your medical records, or

b. the protocol(s) under which proposed service or supply is to be delivered, or

c. any consent document that You have executed or will be asked to execute, in order to receive the proposed service or supply, or

d. the published authoritative medical or scientific literature regarding the proposed service or supply in connection with the treatment of injuries or illnesses such as those experienced by You, or

e. regulations or other official publications issued by the FDA and HHS, or

f. the opinions of any entities that contract with the Plan to assess and coordinate the treatment of Members requiring non-experimental or Investigational Services, or

g. the findings of the BlueCross BlueShield Association Technology Evaluation Center or other similar qualified evaluation entities.

39. **Limiting Age (or Dependent Child Limiting Age)** – The age at which a child will no longer be considered an eligible Dependent.

40. **Maximum Allowable Charge** – The amount that the administrator, at its discretion, has determined to be the maximum amount payable for a Covered Service. For Covered Services provided by Network Providers, that determination will be based upon the administrator's contract with the Network Provider for Covered Services rendered by that Provider. For Covered Services provided by Out-of-Network Providers, the amount payable will be based upon the administrator's Out-of-Network fee schedule for the Covered Services rendered by Out-of-Network Providers, or as otherwise determined in accordance with the requirements of applicable state or federal law.

41. **Medicaid** – The program for medical assistance established under title XIX of the Social Security Act (42 U.S.C. 1396 et. seq.)

42. **Medical Director** – The physician designated by the administrator, or that physician's designee, who is responsible for the administration of the administrator's medical management programs, including its Authorization/Prior Authorization programs.

43. **Medically Appropriate** – Services that have been determined by BlueCross, in its sole discretion, to be of value in the care of a specific Member. To be Medically Appropriate, a service must meet all of the following:

    a. be Medically Necessary;

    b. be consistent with generally accepted standards of medical practice for the Member's medical condition;

    c. be provided in the most appropriate site and at the most appropriate level of service for the Member's medical condition;

    d. not be provided solely to improve a Member's condition beyond normal variations in individual development, appearance and aging; and

    e. not be for the sole Convenience of the Provider, Member or Member's family.

44. **Medically Necessary or Medical Necessity** – procedures, treatments, supplies, devices, equipment, facilities or drugs (all services) that a medical practitioner, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury or disease or its symptoms, and that are:

    - in accordance with generally accepted standards of medical practice; and
    - clinically appropriate in terms of type, frequency, extent, site and duration and considered effective for the patient's illness, injury or disease; and
    - not primarily for the Convenience of the patient, physician or other health care provider; and
    - not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.

    For these purposes, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, physician specialty society recommendations, and the views of medical practitioners practicing in relevant clinical areas and any other relevant factors. The definition of "Medically Necessary or Medical Necessity" applies to both medical services and Behavioral Health Services:

    a. have final approval from the appropriate government regulatory bodies;

    b. have scientific evidence permitting conclusions concerning the effect of the service on health outcomes;

    c. improve the net health outcome;

    d. be as beneficial as any established alternative;

    e. demonstrate the improvement outside the Investigational setting;

    f. not be an experimental or Investigational Service.

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

46. **Medication Assisted Treatment (MAT)** – The use of medications, in combination with counseling and behavioral therapies, to provide a "whole-patient" approach to the treatment of substance use disorders..

47. **Member, You, Your** – Any person enrolled as a Subscriber or Covered Dependent under the Plan.

48. **Member Payment** – The dollar amounts for Covered Services that You are responsible for as set forth in Attachment C: Schedule of Benefits, including Copayments, Deductibles, Coinsurance and Penalties. The administrator may require proof that You have made any required Member Payment.

49. **Network Benefit** – The Plan's payment level that applies to Covered Services received from a Network Provider. See Attachment C: Schedule of Benefits.

50. **Network Provider** – A Provider who has contracted with the administrator to provide Covered Services to Members at specified rates. Such Providers may be referred to as BlueCard PPO Participating Providers, Network hospitals, In-Transplant Network, etc. Some providers may have contracted with the administrator to

provide a limited set of Covered Services, such as only Emergency Care Services, and are treated as Network Providers for this limited set of Covered Services.

51. **Non-Contracted Provider** – A Provider that renders Covered Services to a Member, in the situation where We have not contracted with that Provider type to provide those Covered Services. These Providers can change, as We contract with different Providers. A Provider's status as a Non-Contracted Provider, Network Provider, or Out-of-Network Provider can and does change. We reserve the right to change a Provider's status.

52. **Open Enrollment Period** – Those periods of time established by the Plan during which eligible Employees and their dependents may enroll as Members.

53. **Oral Appliance(s)** – A device placed in the mouth and used to treat mild to moderate obstructive sleep apnea by repositioning or stabilizing the lower jaw, tongue, soft palate or uvula. An Oral Appliance may also be used to treat temporomandibular joint syndrome or dysfunction (TMJ or TMD) by stabilizing the jaw joint. An Oral Appliance is not the same as an occlusal splint, which is used to treat malocclusion or misalignment of teeth.

54. **Out-of-Network Provider** – Any Provider who is an eligible Provider type but who does not hold a contract with the administrator to provide Covered Services.

55. **Out-of-Pocket Maximum** – The total dollar amount, as stated in Attachment C: Schedule of Benefits, that a Member must incur and pay for Covered Services during the Annual Benefit Period, including Deductibles, Copayments, and Coinsurance. There are 2 Out-of-Pocket Maximums – one for services rendered by Network Providers and one for services rendered by Out-of-Network Providers.

    Penalties and any balance of charges (the difference between Billed Charges and the Maximum Allowable Charge) are not considered when determining if the Out-of-Pocket Maximum has been satisfied.

    When the Out-of-Pocket Maximum, Network Providers is satisfied, 100% of available benefits is payable for other Covered Services from Network Providers incurred by the Member during the remainder of that Annual Benefit Period, excluding applicable Penalties, and any balance of charges (the difference between Billed Charges and the Maximum Allowable Amount).

    When the Out-of-Pocket Maximum, Out-of-Network Providers is reached, 100% of available benefits is payable for expenses for other Covered Services from Out-of-Network Providers incurred by the Member during the remainder of that Annual Benefit Period, excluding applicable Penalties, and any balance of charges (the difference between Billed Charges and the Maximum Allowable Amount).

56. **Payment** – The total payment for Coverage under the Plan, including amounts paid by You and the Employer for such Coverage.

57. **Payor(s)** – An insurer, health maintenance organization, no-fault liability insurer, self-insurer or other entity that provides or pays for a Member's health care benefits.

58. **Penalty/Penalties** – A reduction in benefit amounts paid by Us as a result of failure to comply with Plan requirements such as failing to obtain Prior Authorization for certain Covered Services shown in Attachment C: Schedule of Benefits, as requiring such Prior Authorization. The Penalty will be a reduction in the Plan payment for Covered Services and does not apply to the Out-of-Pocket Maximum.

59. **Practitioner** – A person licensed by the State to provide medical or Behavioral Health Services. The services provided by a Practitioner must be within his or her specialty or scope of practice.

60. **Prescription Drug** – A medication that may not be dispensed under applicable state or federal law without a Prescription.

61. **Preventive Health Exam** – An assessment of health status for the purpose of maintaining health and detecting disease in its early state

62. **Primary Care Practitioner(s) –** A Primary Care Practitioner is a doctor, physician assistant, or nurse practitioner practicing general internal medicine, general practice, family medicine, pediatrics, obstetrics and gynecology or behavioral health. Whether a Practitioner is classified as a Primary Care Practitioner depends on the nature of the services provided, and how the claim is filed.

63. **Prior Authorization, Authorization** – A review conducted by the administrator, prior to the delivery of certain services, to determine if such services will be considered Covered Services.

64. **Provider** – A Practitioner or entity that is engaged in the delivery of health services who or that is licensed, certified and practicing in accordance with applicable State and Federal laws.

65. **Qualified Medical Child Support Order** – A medical child support order, issued by a court of competent jurisdiction or state administrative agency, that creates or recognizes the existence of a child's right to receive benefits for which a Subscriber is eligible under the Plan. Such order shall identify the Subscriber and each such child by name and last known mailing address; give a description of the type and duration of coverage to be provided to each child; and identify each health plan to which such order applies.

66. **Rescind or Rescission** – A retroactive termination of Coverage because You committed fraud or made an intentional misrepresentation of a material fact in connection with Coverage. Actions that are fraudulent or an intentional misrepresentation of a material fact include, but are not limited to, knowingly enrolling or attempting to enroll an ineligible individual in Coverage, permitting the improper use of Your Member ID card, or claim fraud. A Rescission does not include a situation in which the Plan retroactively terminates Coverage in the ordinary course of business for a period for which You did not pay the Premium. An example would be if You left Your job on January 31, but Coverage was not terminated until March 15. In that situation, the Plan may retroactively terminate Your Coverage effective February 1 if You did not pay any Premium after You left Your job (subject to any right You may have to elect continuation coverage). This is not a Rescission.

67. **Specialty Drugs** – Injectable, infusion and select oral medications that require complex care, including special handling, patient education and continuous monitoring. Specialty Drugs are listed on the administrator's Specialty Drug list. Specialty Drugs are categorized as provider-administered in this EOC.

68. **Subscriber** – An Employee who meets all applicable eligibility requirements, has enrolled for Coverage and who has submitted the applicable Payment for Coverage.

69. **Surgery(ies) or Surgical Procedure(s)** – Medically Necessary and Medically Appropriate Surgeries or procedures. Surgeries involve an excision or incision of the body's skin or mucosal tissues, treatment of broken or dislocated bones, and/or insertion of instruments for exploratory or diagnostic purposes into a natural body opening.

70. **Telehealth** – Remote consultation that meets Medical Necessity criteria.

71. **Transplant Network** – A network of hospitals and facilities, each of which has agreed to perform specific organ transplants. A hospital or facility may be in Our Transplant Network for one type of organ or bone marrow/stem cell transplant procedure but not for another type of transplant. The Transplant Network is not the same as the Blue Distinction Centers for Transplants (BDCT) Network.

72. **Transplant Services** – Medically Necessary and Medically Appropriate Services listed as Covered under the "Organ Transplants" section in Attachment A of this EOC.

73. **Urgent Care** – Medical care or treatment that, if delayed or denied, could seriously jeopardize: (1) the life or health of the claimant; or (2) the claimant's ability to regain maximum function. Urgent Care is also medical care or treatment that, if delayed or denied, in the opinion of a physician with knowledge of the claimant's medical condition, would subject the claimant to severe pain that cannot be adequately managed without the medical care or treatment. A claim for denied Urgent Care is always a pre-service claim.

74. **Urgent Care Center –** A medical clinic with expanded hours that operates in a location distinct from a freestanding or hospital-based Emergency department.

75. **Utilization Policy(ies)** – Refers to any policy, guideline or limitation used by BlueCross in the determination of Coverage.

76. **Waiting Period** – The time that must pass before an Employee or Dependent is eligible to be Covered for benefits under the Plan.

77. **Well Child Care** – A routine visit to a pediatrician or other qualified Practitioner to include Medically Necessary and Medically Appropriate Periodic Health Screenings, immunizations and injections for children up to the age of 6 years.

78. **Well Woman Exam** – A routine visit every Annual Benefit Period to a Provider. The visit may include Medically Necessary and Medically

Appropriate mammogram and cervical cancer screenings.

ATTACHMENT A:
COVERED SERVICES AND LIMITATIONS ON COVERED SERVICES

EVIDENCE OF COVERAGE

The Plan will pay the Maximum Allowable Charge for Medically Necessary and Medically Appropriate services and supplies described below and provided in accordance with the reimbursement schedules set forth in Attachment C: Schedule of Benefits of this EOC, which is incorporated herein by reference. Charges in excess of the reimbursement rates set forth in the Schedule of Benefits are not eligible for reimbursement or payment.

To be eligible for reimbursement or payment, all services or supplies must be provided in accordance with this EOC, applicable medical policies, third-party clinical guidelines adopted by BlueCross, and Utilization Policies. (See Prior Authorization, Care Management, Medical Policy and Patient Safety Section.)

Covered Services and Limitations set forth in this Attachment are arranged according to:

- Eligible Providers, and
- Eligible services.

An item or service, to be a Covered Service, must not be illegal or unlawful when rendered by the Provider.

An advantage of using PPO Network Providers is these Providers have agreed to accept the Maximum Allowable Charge set by the Plan for Covered Services. Network Providers have also agreed not to bill You for amounts above these amounts.

However, Out-of-Network Providers do not have a contract with the Plan. Except when prohibited by law, they may be able to charge You more than the allowable amount set by the Plan in its contracts. With Out-of-Network Providers, You may be responsible for any unpaid Billed Charges. This means that You may owe the Out-of-Network Provider a large amount of money, depending on the nature of the Covered Services rendered.

All services and supplies not listed in this EOC or not in accordance with applicable medical policies, third-party clinical guidelines adopted by BlueCross, and Utilization Policies may result in the denial of payment or a reduction in reimbursement for otherwise eligible Covered Services. Utilization Policies can help Your Provider determine if a proposed service will be Covered.

I. ELIGIBLE PROVIDERS OF SERVICE

A. Practitioners

All services must be rendered by a Practitioner type listed in the administrator's Provider Directory of Network Providers, or as otherwise required by Tennessee law. The services provided by a Practitioner must be within his or her specialty or degree. All services must be rendered by the Practitioner, or the delegate actually billing for the Practitioner, and be within the scope of his or her licensure.

B. Network Provider

A Provider who has contracted with the administrator to provide Covered Services.

C. Non-Contracted Provider

A Provider that renders Covered Services to a Member but is in a specialty category or type with which We do not contract. A Non-Contracted Provider is not eligible to hold a contract with the administrator.

D. Out-of-Network Provider

Any Provider who is a Participating Provider type but who does not hold a contract with the administrator to provide Covered Services.

E. Other Providers of Service

An individual or facility, other than a Practitioner, duly licensed to provide Covered Services.

A Clinical Trial is a prospective biomedical or behavioral research study of human subjects that is designed to answer specific questions about biomedical or behavioral interventions (vaccines, drugs, treatments, devices, or new ways of using known drugs, treatments, or devices). Clinical Trials are used to determine whether new biomedical or behavioral interventions are safe, efficacious, and effective. **Only routine patient care associated with a Clinical Trial (but not the Clinical Trial itself) will be Covered under the Plan's benefits in accordance with this EOC, applicable medical policies, third-party clinical guidelines adopted by BlueCross, and Utilization Policies.**

II. ELIGIBLE SERVICES:

A. Practitioner Office Services

Medically Necessary and Medically Appropriate Covered Services in a Practitioner's office.

1. Covered

   a. Injections and medications, except Specialty Drugs. (See the Specialty Drugs section for information on Coverage).

   b. Allergy care including basic testing, evaluations, allergy extract and injections.

   c. Casts and dressings.

   d. Nutritional guidance and education.

   e. Foot care necessary to prevent the complications of an existing disease state.

   f. Pre and post-natal maternity care.

   g. Second surgical opinions given by a Provider who is not in the same medical group as the physician who initially recommended the surgery.

   h. Rehabilitative therapies.

   i. Emergency conditions presented to the Practitioner's Office.

   j. Telehealth.

   k. Preventive/Well care services.

      Preventive health exam for adults and children in accordance with federal regulations, as outlined below and performed by the physician during the preventive health exam or referred by the physician as appropriate, including:

      (1) Screenings and counseling services with an A or B recommendation by the United States Preventive Services Task Force (USPSTF)

      (2) Bright Futures recommendations for infants, children and adolescents supported by the Health Resources and Services Administration (HRSA)

      (3) Preventive care and screening for women as provided in the guidelines supported by HRSA, and

      (4) Immunizations recommended by the Advisory Committee on Immunization Practices (ACIP) that have been adopted by the Centers for Disease Control and Prevention (CDC).

2. Exclusions

   a. Office visits, physical exams and related immunizations and tests when required solely for: (1) sports; (2) camp; (3) employment; (4) travel; (5) insurance; (6) marriage or legal proceedings.

   b. Routine foot care for the treatment of: (1) flat feet; (2) corns; (3) bunions; (4) calluses; (5) toenails; (6) fallen arches; (7) weak feet or chronic foot strain.

   c. Foot orthotics, shoe inserts and custom made shoes, except as required by law for diabetic patients or as a part of a leg brace.

   d. Rehabilitative therapies in excess of the limitations of the Therapeutic/ Rehabilitative benefit.

B. Office Surgery

Medically Necessary and Medically Appropriate surgeries/procedures performed in a Practitioner's office. Surgeries involve an excision or incision of the body's skin or mucosal tissues, treatment of broken or dislocated bones, and/or insertion of instruments for exploratory or diagnostic purposes into a natural body opening.

1. Covered

   a. Excisions of skin lesions and incisions.

   b. Repair of lacerations.

   c. Removal of foreign bodies from skin, eyes, or orifices.

   d. Sigmoidoscopy, pharyngoscopy, or other endoscopies.

   e. Biopsies.

   f. Colposcopy.

   g. Incision and drainage of abscess.

   h. Cyst aspiration.

   i. Joint injection and aspiration.

j. Toenail excision.

k. Cryosurgery of skin lesions and cervical lesions.

l. Casting and splinting.

m. Vasectomy.

2. Exclusions

a. Dental procedures, except as otherwise indicated in this EOC.

b. Some Covered procedures may require pre-certification (or Prior Authorization) and/or special consent, in accordance with the administrator's medical policy and procedures. Call the customer service department to find out which surgeries require Prior Authorization.

C. Inpatient Acute Care Hospital Services

Medically Necessary and Medically Appropriate services and supplies in a hospital that: (1) is a licensed Acute care institution; (2) provides Inpatient services; (3) has surgical and medical facilities primarily for the diagnosis and treatment of disease and injury; and (4) has a staff of physicians licensed to practice medicine and provides 24 hour nursing care. Psychiatric hospitals are not required to have a surgical facility.

Prior Authorization for Covered Services (except initial maternity admission and Emergency admissions) must be obtained from the Administrator or benefits will be reduced or denied.

1. Covered

a. Room and board; general nursing care; medications, injections, diagnostic services and special care units.

b. Prescription Drugs that are prescribed, dispensed or intended for use while the Covered Person is confined in a hospital, skilled nursing facility or other similar facility.

c. Attending Practitioner's services for professional care.

d. Maternity and delivery services, including routine nursery care and Complications of Pregnancy. If the hospital provides newborn services other than routine nursery care, benefits may be Covered for the newborn and mother as separate Members, requiring payment of applicable Member Copayments and/or Deductibles.

e. Observation stays.

f. Blood/plasma is Covered unless free.

2. Exclusions

a. Inpatient stays for services and conditions that don't require intensity of care and services and/or specialty care that can be performed outside of an Acute care setting.

b. Private duty nursing.

c. Services that could be provided in a less intensive setting.

d. Private room when not Authorized by the administrator and room and board charges are in excess of semi-private room.

D. Emergency Care Services

Medically Necessary and Medically Appropriate health care services and supplies furnished in an Emergency department of a hospital or a licensed independent freestanding Emergency department that are required to determine, evaluate and/or treat an Emergency until such condition is stabilized, as directed or ordered by the Practitioner or facility protocol.

If You go to a Network Provider, You will receive the highest level of benefits for Covered Services and may not be billed for amounts over Your Deductible and Out-of-Pocket Maximum, which limits Your liability. Not all Providers are in Your network. Please use the Provider directory on bcbst.com or contact one of Our consumer advisors to see which Providers are in Your network.

For Emergency Care Services, You cannot be billed for amounts over Your Deductible and Out-of-Pocket Maximum, even if the Covered Services are rendered by an Out-of-Network Provider.

1. Covered

a. Medically Necessary and Medically Appropriate Emergency Care Services, supplies and medications necessary for the diagnosis and stabilization of Your Emergency condition. In certain cases, Emergency Care Services may include items and services after the Member is stabilized and as part of outpatient

observation or an inpatient or outpatient stay related to the Emergency.

b. Practitioner services.

An observation stay and/or Surgery that occurs in conjunction with an ER visit may be subject to Member cost share under the "Outpatient Facility Services" section of "Attachment C: Schedule of Benefits" in addition to Member cost share for the ER visit.

2. Exclusions

a. Services rendered for inpatient care or transfer to another facility once Your medical condition has stabilized, unless Prior Authorization is obtained from the Administrator within two business days from the inpatient admission.

E. Ambulance Services

Medically Necessary and Medically Appropriate ground or air transportation, services, supplies and medications by a licensed ambulance service when time or technical expertise of the transportation is essential to reduce the probability of harm to You.

Prior Authorization may be required for certain air ambulance services.

1. Covered

a. Ambulance Services – Air

(1) Medically Necessary and Medically Appropriate air transportation from the scene of an accident or Emergency resulting in complex trauma, high risk injuries, or life-threatening medical emergencies to the nearest hospital with adequate facilities for evaluation and initial management. Air transportation is Covered only when Your condition requires immediate and rapid transport that cannot be provided by ground transport.

(2) Air transportation for inter-facility transfers when Medically Necessary treatment, services, or care are not available at the sending facility. The transfer must be to the nearest appropriate facility that is able to provide Medically Necessary care. Air transportation is Covered only when Your condition requires transport that cannot be provided by ground transport.

b. Ambulance Services – Ground

(1) Medically Necessary and Medically Appropriate ground transportation from the scene of an accident or Emergency to the nearest hospital with adequate facilities for evaluation and management.

(2) Medically Necessary and Medically Appropriate treatment at the scene (paramedic services) without ambulance transportation.

(3) Medically Necessary and Medically Appropriate ground transport when Your condition requires basic or advanced life support, or safe transportation to site of service for the necessary level of care in the absence of appropriate alternatives.

2. Exclusions

a. Transportation for the Convenience of You or reasons other than Medically Necessary treatment and care for You, such as the needs or Convenience of Your family and/or Your physician or other Provider.

b. Transportation that is not essential to reduce the probability of harm to You.

c. Transportation for specific Provider or facility continuity of care when there are closer facilities able to provide the same services and level of care.

d. Transfers between facilities that did not receive Prior Authorization from the administrator.

F. Urgent Care Center Services

Medically Necessary and Medically Appropriate treatment at an Urgent Care Center.

1. Covered Services

a. Diagnosis and treatment of illness or injury.

b. Diagnostic services (such as x-rays and laboratory services).

c. Injections and medications administered in an Urgent Care Center, except Specialty Drugs. See the "Specialty

Drugs" section for more information on Coverage.

d. Surgery and supplies.

e. Telehealth.

2. Exclusions

a. Rehabilitative therapies in excess of the terms of the "Therapeutic/Rehabilitative Services" section.

G. Outpatient Facility Services

Medically Necessary and Medically Appropriate diagnostics, therapies and surgery occurring in an outpatient facility that includes outpatient surgery centers, the outpatient center of a hospital and outpatient diagnostic centers.

1. Covered

a. Practitioner services.

b. Outpatient diagnostics (such as x-rays and laboratory services).

c. Outpatient treatments (such as medications and injections.)

d. Outpatient surgery and supplies.

e. Observation stays.

f. Telehealth.

2. Exclusions

a. Rehabilitative therapies in excess of the terms of the Therapeutic/ Rehabilitative benefit.

b. Services that could be provided in a less intensive setting.

c. Outpatient services that require Prior Authorization, but were not Authorized by the administrator. Call the customer service department to find out which services require Prior Authorization.

H. Family Planning and Reproductive Services

Medically Necessary and Medically Appropriate family planning services and those services to diagnose and treat diseases that may adversely affect fertility.

1. Covered

a. Benefits for family planning, history, physical examination, diagnostic testing and genetic testing.

b. Sterilization procedures.

c. Services or supplies for infertility evaluation and testing.

d. Medically Necessary and Medically Appropriate termination of a pregnancy.

e. Injectable and implantable contraceptives and vaginal barrier methods including initial fitting and insertion, and removal.

2. Exclusions

a. Services or supplies that are designed to create a pregnancy, enhance fertility or improve conception quality, including but not limited to: (1) artificial insemination; (2) in vitro fertilization; (3) fallopian tube reconstruction; (4) uterine reconstruction; (5) assisted reproductive technology (ART) including but not limited to GIFT and ZIFT; (6) fertility injections; (7) fertility drugs, (8) services for follow-up care related to infertility treatments.

b. Services or supplies for the reversals of sterilizations.

c. Induced abortion, unless (1) the abortion is permissive under applicable law; AND (2) one or more of the following circumstances exists: (i) the abortion is necessary to prevent the death of the Member or to prevent serious risk of substantial harm to the Member; (ii) the fetus is not viable; (iii) the pregnancy is the result of rape or incest; or (iv) the fetus has been diagnosed with a lethal or otherwise significant abnormality. The Administrator reserves the right to request that Providers submit an attestation certifying the abortion is in compliance with any and all applicable state and federal laws.

I. Reconstructive Surgery

Medically Necessary and Medically Appropriate surgical procedures intended to restore normal form or function.

1. Covered

a. Surgery to correct significant defects from congenital causes (except where specifically excluded), accidents or disfigurement from a disease state.

b. Reconstructive breast surgery as a result of a mastectomy (other than

lumpectomy) including surgery on the non-diseased breast needed to establish symmetry between the two breasts.

c. Services for gender reassignment surgery (male-to-female or female to male) including, when applicable, hormone therapy, mental health counseling, orchiectomy, vaginoplasty (including colovaginoplasty, penectomy, labiaplasty, clitoroplasty,vulvoplasty, penile skin inversion, repair of introitus, construction of vagina with graft, coloproctostomy),vaginectomy (including colpectomy, metoidioplasty with initial phalloplasty, urethroplasty, urethromeatoplasty), hysterectomy and salpingo-oophorectomy, as well as initial mastectomy or breast reduction.

2. Exclusions

a. Services, supplies or prosthetics primarily to improve appearance.

b. Surgeries to correct or repair the results of a prior surgical procedure, the primary purpose of which was to improve appearance.

c. Voice modification Surgery or voice therapy.

d. Transportation, meals, lodging, or similar expenses.

e. Surgeries and related services to change gender (transexual Surgery), furnished to a Member under age 18, unless such services are (1) permissive under applicable law; and (2) Medically Necessary and Medically Appropriate. The Administrator reserves the right to request that Providers submit an attestation certifying the services are in compliance with any and all applicable state and federal laws.

J. Skilled Nursing/Rehabilitative Facility Services

Medically Necessary and Medically Appropriate Inpatient care provided to patients requiring medical, rehabilitative or nursing care in a restorative setting. Services shall be considered separate and distinct from the levels of Acute care rendered in a hospital setting, or custodial or functional care rendered in a nursing home.

1. Covered

a. Room and board; general nursing care; medications, diagnostics and special care units.

b. The attending Practitioner's services for professional care.

c. Coverage is limited as indicated in Attachment C: Schedule of Benefits.

d. Therapy services such as physical and occupational therapy.

2. Exclusions

a. Custodial Care, domiciliary or private duty nursing services.

b. Skilled Nursing services not received in a Medicare certified skilled nursing facility.

c. Services that were not Authorized by the administrator.

d. Inpatient neurocognitive therapy, unless it is provided in combination with other Medically Necessary treatment or therapy.

K. Therapeutic/Rehabilitative Services

Medically Necessary and Medically Appropriate therapeutic and rehabilitative services intended to restore or improve bodily function lost as the result of Acute illness, Acute injury, autism spectrum disorder, or Congenital Anomaly. For Therapeutic/Rehabilitative services received in the home health setting, Home Health Care benefits will apply.

1. Covered

a. Outpatient, home health or office therapeutic and rehabilitative services that are expected to result in significant and measurable improvement in Your condition resulting from an Acute illness, Acute injury, autism spectrum disorder, or congenital anomaly. The services must be performed by, or under the direct supervision of a licensed therapist, upon written authorization of the treating Practitioner.

b. Therapeutic/rehabilitative services include: (1) physical therapy; (2) occupational therapy; (3) manipulative therapy; (4) cardiac and pulmonary rehabilitative services; and (5) speech therapy for the following conditions.

(1) Speech therapy is Covered only for disorders of articulation and swallowing, resulting from Acute illness, Acute injury, stroke, autism spectrum disorder, or congenital anomaly.

c. Coverage is limited as indicated in Attachment C: Schedule of Benefits.

(1) The services must be performed in a doctor's office, outpatient facility or Home Health setting. The limit on the number of visits for therapy applies to all visits for that therapy, regardless of the place of service.

(2) Services received during an inpatient hospital, skilled nursing or rehabilitative facility stay are Covered as shown in the Inpatient Acute Care Hospital Services and Skilled Nursing/Rehabilitative Facility Services sections, and are not subject to the therapy visit limits.

d. Telehealth.

2. Exclusions

a. Enhancement therapy that is designed to improve Your physical status beyond Your pre-injury or pre-illness state.

b. Complementary and alternative therapeutic services, including, but not limited to: (1) massage therapy; (2) acupuncture; (3) craniosacral therapy; and (4) vision exercise therapy.

c. Modalities that do not require the attendance or supervision of a licensed therapist. These include, but are not limited to: (1) activities that are primarily social or recreational in nature; (2) simple exercise programs; (3) hot and cold packs applied in the absence of associated therapy modalities; (4) repetitive exercises or tasks that You can perform without a therapist, in a home setting; (5) routine dressing changes; and (6) Custodial Care services that can ordinarily be taught to You or a caregiver.

d. Duplicate therapy. For example, when You receive both occupational and speech therapy, the therapies should provide different treatments and not duplicate the same treatment.

L. Organ Transplants

Organ transplant benefits are complex. In order to maximize Your benefits, You are **strongly encouraged** to contact the Administrator's Transplant Case Management department by calling the number on the back of Your ID card as soon as Your Practitioner tells You that You might need a transplant.

1. Prior Authorization

Transplant Services require Prior Authorization. Benefits for Transplant Services that have not received Prior Authorization will be reduced or denied.

2. Benefits

Transplant benefits are different than benefits for other services.

If a facility in the Blue Distinction Centers for Transplants (BDCT) Network is not used, benefits may be subject to reduced levels as outlined in Attachment C: Schedule of Benefits. All Transplant Services must meet medical criteria for the medical condition for which the transplant is recommended.

You have access to two levels of benefits:

a. **Blue Distinction Centers for Transplants (BDCT) Network:** If You have a transplant performed at a facility in the BDCT Network, You will receive the highest level of benefits for Covered Services. The administrator will pay at the benefit level listed in "Attachment C: Schedule of Benefits" for the BDCT Network. A facility in the BDCT Network cannot bill You for any amount over Your Out-of-Pocket Maximum, which limits Your liability. **Not all Network Providers are in the BDCT Network. Please check with the Transplant Case Management department to determine which facilities are in the BDCT Network for Your specific transplant type.**

b. **Transplant Network:** If You want to receive the maximum benefit, You should use a facility in the BDCT Network. If You instead have a transplant performed at a facility in the Transplant Network (non-BDCT), the

Administrator will pay at the benefit level listed in "Attachment C: Schedule of Benefits" for the Transplant Network. **Not all Network Providers are in the Transplant Network. Please check with the Transplant Case Management department to determine if the Transplant Network is the best network available for Your specific transplant type.**

c. **Out-of-Network transplants**: Not Covered. **The Out-of-Network Provider has the right to bill You for any unpaid Billed Charges; this amount may be substantial. Please check with the Transplant Case Management department to determine if there are facilities available in the BDCT or Transplant Network for Your specific transplant type.**

Note: When the BDCT Network does not include a facility that performs Your specific transplant type, the Plan will pay at the benefit level listed in "Attachment C: Schedule of Benefits" for either the Transplant Network or for Out-of-Network Provider, based on the facility that is used.

3. Covered Services

Benefits are payable for the following transplants if Medical Necessity and Medically Appropriate is determined and Prior Authorization is obtained:

- Pancreas
- Pancreas/Kidney
- Kidney
- Liver
- Heart
- Heart/Lung
- Lung
- Bone Marrow or Stem Cell transplant (allogeneic and autologous) for certain conditions
- Small Bowel
- Multi-organ transplants as deemed Medically Necessary
- Travel expenses for Transplant Services, as indicated in this EOC.

Benefits may be available for other organ transplant procedures that, in Our discretion, are not Investigational and that are Medically Necessary and Medically Appropriate.

4. Organ and Tissue Procurement

Organ and tissue acquisition/procurement are Covered Services, subject to the benefit level listed in "Attachment C: Schedule of Benefits" and limited to the services directly related to the Transplant itself:

- Donor Search
- Testing for donor's compatibility
- Removal of the organ/tissue from the donor's body
- Preservation of the organ/tissue
- Transportation of the tissue/organ to the site of transplant
- Donor follow up care directly related to the organ donation, except as otherwise indicated under Exclusions

Note: Covered Services for the donor are Covered only to the extent not covered by other health coverage.

5. Travel Expenses for Transplant Recipients

Travel Expenses for Transplant Services are Covered only if you go to a facility in the BDCT Network.

Covered travel expenses must be approved by Transplant Case Management and include travel to and from the facility in the BDCT Network for a Covered transplant procedure and required pre-testing and post-transplant follow-up. Any travel expenses for follow-up visits occurring more than 12 months from the date of the transplant are not Covered.

Covered travel expenses will not apply to the Deductible or Out-of-Pocket Maximum.

- Meals and lodging expenses are Covered up to $150 per day, subject to the following:
  - Lodging expenses are limited to $50 per person per day
  - Meals are only Covered when provided at the facility where You are receiving inpatient medical care.
  - The aggregate limit for travel expenses, including meals and lodging, is $10,000 per Covered transplant.

For full details on available travel expenses, visit bcbst.com to review Our administrative services policy. Enter "travel, meals and lodging" in the *Search* field.

6. Travel Expenses for Live Kidney Donors

   Travel expenses are available to help offset the costs a donor may incur when donating a kidney to Our Member, subject to the limits stated below.

   Covered travel expenses must be approved by the Transplant Case Management department and include travel to and from the transplant facility for the kidney donation procedure and required pre-testing and post-donation follow-up care.

   a. Covered travel expenses will not apply to the Deductible or Out-of-Pocket Maximum if donor is a Member.

   b. Meals and lodging expenses are Covered up to $150 per day, subject to the following:

      i. Lodging expenses are limited to $50 per person per day.

      ii. Meals are only Covered when provided at the facility where You are receiving inpatient medical care.

      iii. The aggregate limit for travel expenses, including meals and lodging, is $10,000 per kidney donation.

   For full details on available travel expenses, visit bcbst.com to review Our administrative services policy. Enter "travel, meals and lodging" in the *Search* field.

7. Exclusions

   The following services, supplies and charges are not Covered under this section:

   a. Transplant and related services, including donor services, that did not receive Prior Authorization;

   b. Any attempted Covered procedure that was not performed, except where such failure is beyond Your control;

   c. Non-Covered Services;

   d. Services that would be covered by any private or public research fund, regardless of whether You applied for or received amounts from such fund;

   e. Any non-human, artificial or mechanical organ not determined to be Medically Necessary;

   f. Payment to an organ donor or the donor's family as compensation for an organ, or Payment required to obtain written consent to donate an organ;

   g. Removal of an organ from a Member for purposes of transplantation into another person, except as Covered by the Donor Organ Procurement provision as described above;

   h. Harvest, procurement, and storage of stem cells, whether obtained from peripheral blood, cord blood, or bone marrow when reinfusion is not scheduled or anticipated to be scheduled within an appropriate time frame for the patient's covered stem cell transplant diagnosis;

   i. Other non-organ transplants (e.g., cornea) are not Covered under this Section, but may be Covered as an Inpatient Acute Care Hospital Service or Outpatient Facility Service, if Medically Necessary;

   j. Complications, side effects or injuries for the organ donor as a result of organ donation.

M. Dental Services

Medically Necessary and Medically Appropriate services performed by a doctor of dental surgery (DDS), a doctor of medical dentistry (DMD) or any Practitioner licensed to perform dental related oral surgery except as indicated below.

1. Covered

   a. Dental services and oral surgical care to treat head and neck cancer, or to treat accidental injury to the jaw, sound natural teeth, mouth, or face, due to external trauma. The surgery and services to treat accidental injury must be started within 3 months and completed within 12 months of the accident.

   b. General anesthesia, nursing and related hospital expenses in connection with an

inpatient or outpatient dental procedure. This section does not provide Coverage for the dental procedure other than those set forth in subsection a. above, just the related expenses. Prior Authorization is required. Coverage of general anesthesia, nursing and related hospital expenses is provided for the following:

(1) Complex oral surgical procedures that have a high probability of complications due to the nature of the surgery;

(2) Concomitant systemic disease for which the patient is under current medical management and which significantly increases the probability of complications;

(3) Mental health disorder or intellectual and developmental disability that precludes dental Surgery in the office;

(4) Use of general anesthesia and the Member's medical condition requires that such procedure be performed in a hospital; or

(5) Dental treatment or surgery performed on a Member 8 years of age or younger, where such procedure cannot be provided safely in a dental office setting.

c. Oral Appliances to treat obstructive sleep apnea, if Medically Necessary.

2. Exclusions

a. Treatment for routine dental care and related services including, but not limited to: (1) crowns; (2) caps; (3) plates; (4) bridges; (5) dental x-rays; (6) fillings; (7) periodontal surgery; (8) prophylactic removal of teeth; (9) root canals (10) preventive care (cleanings, x-rays); (11) replacement of teeth (including implants, false teeth, bridges); (12) bone grafts (alveolar surgery); (13) treatment of injuries caused by biting and chewing; (14) treatment of teeth roots; and (15) treatment of gums surrounding the teeth.

b. Treatment for correction of underbite, overbite, and misalignment of the teeth, including, but not limited to, braces for dental indications, and occlusal splints.

c. Extraction of impacted teeth, including wisdom teeth.

N. <u>Temporomandibular Joint Dysfunction (TMJ)</u>

Medically Necessary and Medically Appropriate services to diagnose and treat temporomandibular joint syndrome or dysfunction (TMJ or TMD).

1. Covered

a. Diagnosis and treatment of TMJ or TMD.

b. Surgical treatment of TMJ or TMD, if performed by a qualified oral surgeon or maxillofacial surgeon.

c. Non-surgical TMJ includes: (1) history exam; (2) office visit; (3) x-rays; (4) diagnostic study casts; (5) medications; and (6) appliances to stabilize jaw joint.

2. Exclusions

a. Treatment for routine dental care and related services including, but not limited to: (1) crowns; (2) caps; (3) plates; (4) bridges; (5) dental x-rays; (6) fillings; (7) periodontal surgery; (8) prophylactic removal of teeth; (9) root canals; (10) preventive care (cleanings, x-rays); (11) replacement of teeth (including implants, false teeth, bridges); (12) bone grafts (alveolar surgery); (13) treatment of injuries caused by biting and chewing; (14) treatment of teeth roots; and (15) treatment of gums surrounding the teeth.

b. Treatment for correction of underbite, overbite, and misalignment of the teeth including braces for dental indications. This exclusion does not apply to Medically Necessary orthognathic Surgery.

O. <u>Diagnostic Services</u>

Medically Necessary and Medically Appropriate diagnostic radiology services and laboratory tests. Prior Authorization for certain Advanced Radiological Imaging must be obtained from the Plan, or benefits will be reduced or denied.

1. Covered

a. Non-routine Diagnostic Services (see Attachment C: Schedule of Benefits for

a list of Non-routine Diagnostic Services) ordered by a Practitioner.

b. All other diagnostic services ordered by a Practitioner.

2. Exclusions

a. Diagnostic services that are not Medically Necessary and Medically Appropriate.

b. Diagnostic services not ordered by a Practitioner.

P. Durable Medical Equipment

Medically Necessary and Medically Appropriate medical equipment or items that: (1) in the absence of illness or injury, are of no medical or other value to You; (2) can withstand repeated use in an ambulatory or home setting; (3) require the prescription of a Practitioner for purchase; (4) are approved by the FDA for the illness or injury for which it is prescribed; and (5) are not for Your convenience.

1. Covered

a. Rental of Durable Medical Equipment - Maximum allowable rental charge not to exceed the total Maximum Allowable Charge for purchase. If You rent the same type of equipment from multiple DME Providers, and the total rental charges from the multiple Providers exceed the purchase price of a single piece of equipment, You will be responsible for amounts in excess of the Maximum Allowable Charge for purchase.

b. DME that meets the medical need for which it was requested, whether that be safety, assistance with activities of daily living, or support of bodily functions.

c. The repair, adjustment or replacement of components and accessories necessary for the effective functioning of Covered Durable Medical Equipment.

d. Supplies and accessories necessary for the effective functioning of Covered Durable Medical Equipment.

e. The replacement of items needed as the result of normal wear and tear, defects, obsolescence or aging.

2. Exclusions

a. Charges exceeding the total cost of the Maximum Allowable Charge to purchase the Durable Medical Equipment.

b. Duplicate equipment.

c. Supplies and accessories that are not necessary for the effective functioning of the Covered Durable Medical Equipment.

d. Items to replace those that were lost, damaged, stolen or prescribed as a result of new technology, except when the new technology is replacing items as a result of normal wear and tear, defects, or obsolescence and aging.

e. Items that require or are dependent on alteration of home, workplace or transportation vehicle.

f. Motorized scooters, exercise equipment, hot tubs, pools, saunas.

g. Additional components or upgrades for appearance or functions not directly related to the medical need.

Q. Prosthetics/Orthotics

Medically Necessary and Medically Appropriate devices used to correct or replace all or part of a body organ, body structure or limb that may be malfunctioning or missing due to: (1) birth defect; (2) accident; (3) illness; or (4) surgery. Hearing aids are not considered to be prosthetics or orthotics; see the "Hearing Aid" section for benefits.

1. Covered

a. The initial purchase of surgically implanted prosthetic or orthotic devices, including cochlear implants.

b. The repair, adjustment or replacement of components and accessories necessary for the effective functioning of Covered equipment.

c. Splints and braces that are custom made or molded, and are incident to a Practitioner's services or on a Practitioner's order.

d. The replacement of Covered items required as a result of growth, normal wear and tear, defects or aging.

e. The initial purchase of artificial limbs or eyes.

2. Exclusions

a. Prosthetics primarily for cosmetic purposes, including but not limited to wigs, or other hair prosthesis or transplants.

b. Items to replace those that were lost, damaged, stolen or prescribed as a result of new technology.

c. The replacement of contacts after the initial pair has been provided following cataract surgery.

d. Foot orthotics, shoe inserts and custom made shoes except as required by law for diabetic patients or as a part of a leg brace.

e. Duplicate equipment.

R. **Hearing Aids**

Medically Necessary and Medically Appropriate Hearing Aids used to enhance hearing when sustained loss is due to (1) birth defect; (2) accident; (3) illness; or (4) Surgery. Cochlear implants are not considered Hearing Aids; see the "Prosthetics/Orthotics" section for benefits.

1. Covered Services

a. The initial purchase of Covered Hearing Aids for Members under age 18, limited as indicated in "Attachment C: Schedule of Benefits."
The repair, adjustment or replacement of components and accessories necessary for the effective functioning of Covered equipment, except as otherwise indicated under Exclusions.

2. Exclusions

a. Hearing Aids for Members age 18 or older.

b. Hearing Aid batteries, cords and other assistive listening devices such as FM systems.

c. Items to replace those that were lost, damaged, stolen or prescribed as a result of new technology.

S. **Diabetes Treatment**

Medically Necessary and Medically Appropriate diagnosis and treatment of diabetes. In order to be Covered, such services must be prescribed and certified by a Practitioner as Medically Necessary. The treatment of diabetes consists of medical equipment, supplies, and outpatient self-management training and education, including nutritional counseling.

1. Covered

a. Blood glucose monitors, including monitors designed for the legally blind;

b. Test strips for blood glucose monitors;

c. Visual reading and urine test strips;

d. Insulin;

e. Injection aids;

f. Syringes;

g. Lancets;

h. Insulin pumps, infusion devices, and appurtenances;

i. Oral hypoglycemic agents;

j. Podiatric appliances for prevention of complications associated with diabetes; and

k. Glucagon emergency kits.

2. Exclusions

a. Treatments or supplies that are not prescribed and certified by a Practitioner as being Medically Necessary.

b. Supplies not required by state statute.

c. Duplicate podiatric appliances.

d. Non-adjunctive continuous glucose monitors and related supplies not received through Your pharmacy benefit.

T. **Supplies**

Medically Necessary and Medically Appropriate expendable and disposable supplies for the treatment of disease or injury.

1. Covered

a. Supplies for the treatment of disease or injury used in a Practitioner's office, outpatient facility, or inpatient facility.

b. Supplies for treatment of disease or injury that are prescribed by a Practitioner and cannot be obtained without a Practitioner's prescription.

2. Exclusions

   a. Supplies that can be obtained without a prescription, except for diabetic supplies. Examples include but are not limited to: (1) Band-Aids; (2) dressing material for home use; (3) antiseptics, (4) medicated creams and ointments; (5) Q-Tips; and (6) eyewash.

U. Home Health Care Services

Medically Necessary and Medically Appropriate services and supplies authorized by the Plan and provided in Your home by a Practitioner who is primarily engaged in providing home health care services. Home visits by a skilled nurse require Prior Authorization. Therapy performed in the home does not require Prior Authorization.

1. Covered

   a. Part-time, intermittent health services, supplies and medications, by or under the supervision of a registered nurse.

   b. Home infusion therapy.

   c. Rehabilitative therapies such as physical therapy, occupational therapy, etc. (subject to the limitations of the Therapeutic/Rehabilitative benefit).

   d. Medical social services.

   e. Dietary guidance.

   f. Coverage is limited as indicated in Attachment C: Schedule of Benefits.

2. Exclusions

   a. Items such as non-treatment services for: (1) routine transportation; (2) homemaker or housekeeping services; (3) supportive environmental equipment; (4) Custodial Care; (5) social casework; (6) meal delivery; (7) personal hygiene; (8) Convenience Items; (9) home health aides; and (10) private duty nursing.

   b. Services that were not Authorized by the Plan.

V. Hospice

Medically Necessary and Medically Appropriate services and supplies for supportive care where life expectancy is 6 months or less.

1. Covered

   a. Benefits will be provided for: (1) part-time intermittent nursing care; (2) medical social services; (3) bereavement counseling; (4) medications for the control or palliation of the illness; (5) home health aide services; and (6) physical or respiratory therapy for symptom control.

2. Exclusions

   a. Services such as: (1) homemaker or housekeeping services; (2) meals; (3) Convenience or comfort items not related to the illness; (4) supportive environmental equipment; (5) private duty nursing; (6) routine transportation; (7) funeral or financial counseling.

W. Behavioral Health Services

Medically Necessary and Medically Appropriate Behavioral Health Services performed by a licensed Provider.

Prior Authorization may be required for:

   a. All inpatient levels of care, which include Acute care and residential care.

   b. Partial hospitalization programs.

   c. Intensive outpatient treatment programs.

   d. Certain outpatient Behavioral Health Services including, but not limited to, transcranial magnetic stimulation (TMS) applied behavior analysis (ABA) therapy and psychological testing.

Visit bcbst.com or call the number on the back of Your ID card if You have questions about Prior Authorization requirements for Behavioral Health Services.

1. Covered

   a. Inpatient services for care and treatment of mental health disorders and substance abuse disorders.

   b. Outpatient facility services, including partial hospitalization and intensive outpatient treatment programs for treatment of mental health and substance use disorders.

   c. Practitioner visits for care and treatment of mental health and substance use disorders.

d. Medication Assisted Treatment (MAT), including drugs used for substance use disorder administered or dispensed directly by a Practitioner.

e. Telehealth.

2. Exclusions

a. Non-emergency behavioral health Acute care, residential care, partial hospitalization, intensive outpatient programs stays or treatment in halfway houses or group homes, and electro-convulsive treatments that are not Prior Authorized during Your treatment in a facility or program, whether the facility or program is a Network Provider or an Out-of-Network Provider. Emergency Care Services require a notification within 24 hours to receive Prior Authorization.

b. Marriage and family counseling without a behavioral health diagnosis.

c. Vocational and educational training and/or services.

d. Custodial Care or domiciliary care.

e. Conditions without recognizable ICD codes, such as adult child of alcoholics, co-dependency and self-help programs.

f. Behavioral problems such as anti-social personality disorders, sexual deviation or dysfunction or social maladjustment.

g. Any care in lieu of legal involvement or incarceration.

Call the toll-free number indicated on the back of the membership ID card if You have questions about Your Behavioral Health Services benefit.

X. Vision

Medically Necessary and Medically Appropriate diagnosis and treatment of diseases and injuries that impair vision.

1. Covered

a. Services and supplies for the diagnosis and treatment of diseases and injuries to the eye.

b. First set of eyeglasses or contact lens required to adjust for vision changes due to cataract surgery and obtained within 6 months following the surgery.

c. One (1) retinopathy screening for diabetics per Annual Benefit Period.

2. Exclusions

Benefits will not be provided for the following services, supplies or charges:

a. Routine vision services, including services, Surgeries and supplies to correct refractive errors of the eyes.

b. Eyeglasses, contact lenses and examinations for the fitting of eyeglasses and contact lenses.

c. Eye exercises and/or therapy.

d. Visual training.

e. The replacement of contacts after the initial pair has been provided following cataract Surgery.

Y. Drugs – Medical Coverage

Medically Necessary and Medically Appropriate Prescription Drugs for the treatment of disease or injury.

1. Covered Services

a. Treatment of phenylketonuria (PKU), including special dietary formulas while under the supervision of a Practitioner.

2. Exclusions

a) Prescription drugs, except as indicated in this EOC.

b) Those pharmaceuticals that may be purchased without a Prescription.

c) Puberty blockers or hormones administered or dispensed to Members under age 18 for purposes of gender dysphoria, gender identity disorder, gender incongruence, or similar conditions, unless such services or medications are (1) permissive under applicable law; and (2) Medically Necessary and Medically Appropriate. The Administrator reserves the right to request that Providers submit an attestation certifying the services or medications are in compliance with any and all applicable state and federal laws.

Z. Specialty Drugs

Medically Necessary and Medically Appropriate Specialty Drugs used to treat chronic, complex conditions and that typically require special

handling, administration or monitoring. Prior Authorization is required for certain Specialty Drugs; if Prior Authorization is not obtained, benefits will be reduced. Call the Administrator's consumer advisors at the number listed on the back of Your Member ID card or check bcbst.com to find out which Specialty Drugs require Prior Authorization.

1. Covered

    a. Provider-administered Specialty Drugs as identified on the Provider-administered Specialty Drug list. The current list can be found at bcbst.com or by calling the number on the back of Your ID card.

2. Exclusions

    a. Self-administered Specialty Drugs that are not dispensed by a Pharmacy in Our Specialty Pharmacy Network.

    b. FDA-approved drugs used for purposes other than those approved by the FDA, unless the drug is recognized for the treatment of the particular indication in one of the standard reference compendia.

EVIDENCE OF COVERAGE

ATTACHMENT B:
EXCLUSIONS FROM COVERAGE

This EOC does not provide benefits for the following services, supplies or charges:

1. Services or supplies not listed as Covered Services under Attachment A: Covered Services.
2. Services or supplies that are determined to be not Medically Necessary and Medically Appropriate or have not been authorized by the Plan.
3. Services or supplies that are Investigational in nature including, but not limited to: (1) drugs; (2) biologicals; (3) medications; (4) devices; and (5) treatments.
4. When more than one treatment alternative exists, each is Medically Appropriate and Medically Necessary, and each would meet Your needs, the Plan reserves the right to provide payment for the least expensive Covered Service alternative.
5. Illness or injury resulting from war and covered by: (1) veteran's benefit; or (2) other coverage for which You are legally entitled and that occurred before Your Coverage began under this EOC.
6. Self-treatment or training.
7. Staff consultations required by hospital or other facility rules.
8. Services that are free.
9. Services or supplies for the treatment of work related illness or injury, regardless of the presence or absence of workers' compensation coverage.
10. Personal, physical fitness, recreational and Convenience Items and services such as: (1) barber and beauty services; (2) television; (3) air conditioners; (4) humidifiers; (5) air filters; (6) heaters, (7) physical fitness equipment; (8) saunas; (9) whirlpools; (10) water purifiers; (11) swimming pools; (12) tanning beds; (13) weight loss programs; (14) physical fitness programs; or (15) self-help devices, programs or applications (including but not limited to mobile medical applications) of any type, whether for medical, behavioral health or non-medical use, unless such mobile application is required by state or federal law or approved in advance by BlueCross to be used in connection with a wellness program offered by BlueCross
11. Services that are not ordered, provided, or Authorized by Your physician.
12. Services or supplies received before Your effective date for Coverage with this Plan.
13. Services or supplies related to a Hospital Confinement received before Your effective date for Coverage with this Plan.
14. Services or supplies received in a dental or medical department maintained by or on behalf of the Employer, mutual benefit association, labor union or similar group.
15. Charges for telephone consultations, e-mail or web based consultations, except as otherwise stated in this EOC.
16. Charges for failure to keep a scheduled appointment, or charges to complete a claim form or to provide medical records.
17. Services for providing requested medical information or completing forms. We will not charge You or Your legal representative for statutorily required copying charges.
18. Court ordered examinations and treatment, unless Medically Necessary.
19. Room, board and general nursing care rendered on the date of discharge, unless admission and discharge occur on the same day.
20. Charges in excess of the Maximum Allowable Charge for Covered Services.
21. Any service stated in Attachment A as a non-Covered Service or limitation.
22. Charges for services performed by You or Your spouse, or Your or Your spouse's parent, sister, brother or child.
23. Any charges for handling fees.
24. Unless Covered in the "Drugs – Prescription Coverage" section, nicotine replacement therapy and aids to smoking cessation including, but not limited to, patches.
25. Human growth hormones, unless Covered in the "Drugs - Prescription Coverage" section.
26. Safety items, or items to affect performance primarily in sports-related activities.
27. Services or supplies, including bariatric Surgery, for weight loss or to treat obesity, even if You have other health conditions that might be helped by weight loss or reduction of obesity. This

exclusion applies whether You are of normal weight, overweight, obese or morbidly obese.

28. Services or supplies directly related to complications of cosmetic procedures, complications of bariatric Surgery; re-operation of bariatric Surgery or body remodeling after weight loss.
29. Services considered Cosmetic, except when Medically Necessary and Medically Appropriate. This exclusion also applies to Surgeries to improve appearance following a prior Surgical Procedure, even if that prior procedure was a Covered Service. Services that could be considered Cosmetic include, but are not limited to, (1) breast augmentation; (2) sclerotherapy injections, laser or other treatment of spider veins and varicose veins; (3) rhinoplasty; (4) panniculectomy/abdominoplasty; and (5) Botulinum toxin.
30. Services that are Cosmetic include, but are not limited to, (1) removal of tattoos; (2) facelifts; (3) body contouring or body modeling; (4) injections to smooth wrinkles; (5) piercing ears or other body parts; (6) rhytidectomy or rhytidoplasty; (7) brachioplasty; (8) keloid removal; (9) dermabrasion; (10) chemical peels; and (11) laser resurfacing.
31. Lipectomy for cosmetic purpose or for the treatment of variations in fat distribution.
32. Charges relating to surrogate pregnancy when the surrogate mother is not a Covered Member under this Plan.
33. Sperm preservation.
34. Private duty nursing.
35. Pharmacogenetic testing.
36. Unless Covered in the "Drugs – Prescription Coverage" section, services or supplies related to sexual dysfunction, regardless of cause, including but not limited to erectile dysfunction, delayed ejaculation, anorgasmia and decreased libido. This exclusion does not apply to office visits.
37. Removal of impacted teeth, including wisdom teeth.
38. Services or supplies related to treatment of complications (except complications of pregnancy) that are a direct or closely related result of a Member's refusal to accept treatment, medicines, or a course of treatment that a Provider has recommended or has been determined to be Medically Necessary, including leaving an inpatient medical facility against the advice of the treating physician.
39. Professional services for maternity delivery in a home setting or location other than a licensed hospital or birthing center.
40. Services or supplies related to complications of non-covered services.
41. Compound drugs, unless Medically Necessary and Medically Appropriate.
42. Travel immunizations not received through Your Pharmacy benefit.
43. Medical tourism or care received outside the United States when You choose to have an elective procedure in another country.
44. Non-emergency and non-urgent medical services or supplies received while traveling outside of the United States when treatment could have been reasonably delayed.
45. Home delivery of childbirth and any related services.
46. Boarding school programs, wilderness treatment programs or similar programs, whether or not the program is part of a residential treatment facility or otherwise licensed institution. This exclusion applies to programs that treat medical conditions, surgical conditions, behavioral health conditions and substance use disorder.
47. Services that do not require a licensed professional and may be provided by non-clinical personnel. This includes art therapy, music therapy, dance therapy, horseback therapy, and other forms of alternative treatment as defined by the National Center for Complementary and Integrative Health (NCCIH).
48. Virtual reality therapy services, devices, and software.

EVIDENCE OF COVERAGE

ATTACHMENT C: PPO SCHEDULE OF BENEFITS

Group Name: City of Chattanooga
Group Number: 115599
Annual Benefit Period: January 1, 2026 through December 31, 2026
Network: Blue Network P or S
Your Network is shown on Your membership ID card

PLEASE READ THIS IMPORTANT STATEMENT: Network Benefits apply to Covered Services received from Network Providers and Non-Contracted Providers.

Out-of-Network benefit percentages apply to the Maximum Allowable Charge, not to the Provider's Billed Charge, unless otherwise stated. When using Out-of-Network Providers or Non-Contracted Providers, You may be responsible for any unpaid Billed Charges. This amount can be substantial. For more information, please refer to the definitions of Coinsurance and Maximum Allowable Charge in the "Definitions" section of this EOC.

For the following services rendered by an Out-of-Network Provider, Network Benefits including Deductible and Out-of-Pocket Maximum will apply, and the Provider may not balance bill You as required by state or federal law:

1. Emergency Care Services rendered at an out-of-network hospital Emergency department or a licensed freestanding Emergency department.
2. Covered items and services rendered by an Out-of-Network Provider at an in-network facility. Note that in certain circumstances, You may agree to receive treatment from an Out-of-Network Provider and waive balance billing protections, provided that You provide consent prior to treatment, and that Your consent satisfies applicable regulatory requirements.
3. Emergent and other Authorized air ambulance services (the same criteria to determine if services from an in-network air ambulance Provider are Covered is used to determine whether services from an out-of-network air ambulance Provider are Covered).

Also, if You are seeing a Network Provider that becomes an Out-of-Network Provider and You have complex care or other needs as defined by state or federal law, You are eligible for Network Benefits for 120 days, giving You the opportunity to find a Network Provider to receive a Network Benefit in the future. Please contact Our consumer advisors at the Member Service number on the back of Your ID card if You would like to request Network Benefits from an Out-of-Network Provider.

Covered Services	Benefits for Covered Services received from Network Providers	Benefits for Covered Services received from Out-of-Network Providers
Preventive Health Care Services		
Well Child Care (to age 6)	100%	Not Covered
Well Woman Exam	100%	Not Covered
Mammogram, Cervical cancer Screening and Prostate cancer Screening	100%	60% after Deductible
Immunizations	100%	Not Covered
Preventive/Well Care Services Includes preventive health exam, screenings and counseling services. Tobacco use counseling performed in a primary care setting, limited to 8 visits per Annual Benefit Period; Alcohol misuse counseling performed in a primary care setting, limited to 8 visits per Annual Benefit Period; Dietary counseling for adults with hyperlipidemia, hypertension, obesity, Type 2 diabetes, coronary artery disease and/or congestive heart failure limited to 12 visits annually.	100%	Not Covered
Other Well Care Screenings, age 6 and above including flexible sigmoidoscopy or colonoscopy	100%	60% after Deductible
Lactation support services by a licensed provider during pregnancy or in the post-partum period.	100%	Not Covered
Breast Pump, limited to one per pregnancy, and related supplies	100%	Not Covered
FDA-approved contraceptive methods, sterilization procedures and counseling for women with reproductive capacity.	100%	Not Covered
One (1) retinopathy screening for diabetics per Annual Benefit Period	100%	Not Covered
Hemoglobin A1C test	100%	Not Covered

Services Received at the Practitioner's office		
Office Exams and Consultations		
Diagnosis and treatment of injury or illness, including medical and behavioral health conditions, by Primary Care Physician (PCP) (includes Family/General Practice, Internal Medicine and Pediatrics, Health Department) Diagnosis and treatment of injury or illness, including medical and behavioral health conditions, by Specialist (includes OB/GYN) The Copayment for a Physician Assistant or Nurse Practitioner may be based on the Provider type of the delegate physician.	100% after $30 Copayment 100% after $40 Copayment	60% of the Maximum Allowable Charge after Deductible 60% of the Maximum Allowable Charge after Deductible
Maternity care Visits to a health department will be classified as a Primary Care Practitioner visit. The Copayment applies to the initial office visit to confirm pregnancy. For benefits for subsequent prenatal visits, postnatal visits and the physician delivery charge, see **Inpatient Hospital Stays, including maternity stays** in the section **Services Received at a Facility**. Benefits for specialty care, even if related to pregnancy, are considered as any other illness, and a separate Copayment will apply.	**Primary Care Practitioner:** 100% after $40 Copayment (Copayment applies to first visit only) **Specialists:** 100% after $40 Copayment (Copayment applies to first visit only)	60% of the Maximum Allowable Charge after Deductible
Injections and Immunizations		
Allergy injections and allergy extract	No Additional Copayment	60% of the Maximum Allowable Charge after Deductible
Provider-administered Specialty Drugs	100% after $100 Copayment	60% of the Maximum Allowable Charge after Deductible
All other injections	100%	60% of the Maximum Allowable Charge after Deductible
Diagnostic Services (e.g. x-ray and labwork)		
Allergy Testing	No Additional Copayment	60% of the Maximum Allowable Charge after Deductible
Advanced Radiological Imaging Includes CT scans, MRIs, PET scans, nuclear medicine and other similar technologies**.** **Advanced Radiological Imaging requires Prior Authorization**. If Prior Authorization is not obtained, benefits may be reduced to 50% for Out-of-Network Providers. (See the Prior Authorization section for more information.) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Supplemental breast screenings and related diagnostic imaging consisting of mammography, ultrasound imaging, or magnetic resonance imaging	No Additional Copayment	60% of the Maximum Allowable Charge after Deductible

All Other Diagnostic Services for illness or injury	No Additional Copayment	60% of the Maximum Allowable Charge after Deductible
Maternity care diagnostic services	No Additional Copayment	60% of the Maximum Allowable Charge after Deductible
Other office procedures, services or supplies		
Office Surgery, including anesthesia Some procedures require Prior Authorization. Call Our consumer advisors to determine if Prior Authorization is required. If Prior Authorization is required and not obtained, benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers). (See the Prior Authorization section for more information). Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization.	By PCP: 100% after $30 Copayment per visit By Specialist: 100% after $40 Copayment per visit	60% of the Maximum Allowable Charge after Deductible
Surgeries include invasive diagnostic services (e.g., colonoscopy, sigmoidoscopy and endoscopy).	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Therapy Services: Physical, speech, occupational, manipulative, Cardiac and pulmonary rehab limited to 60 visits per Annual Benefit Period. Limits do not apply to services for treatment of autism spectrum disorders.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Non-routine treatments: Includes renal dialysis, radiation therapy, chemotherapy and infusions. Does not apply to Specialty Drugs. Visits to a health department will be classified as a Primary Care Practitioner visit.	By PCP: 100% after $30 Copayment per visit By Specialist: 100% after $40 Copayment per visit	60% of the Maximum Allowable Charge after Deductible
DME, Orthotics and Prosthetics	80% after Deductible	Not Covered
Supplies	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
All Other Office services	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Services Received at a Facility		
Inpatient Hospital Stays and Behavioral Health Services: Inpatient hospital stays (except initial maternity admission and Emergency admissions) and Behavioral Health Services require a Prior Authorization. Benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers) when Prior Authorization is not obtained. (See the Prior Authorization section for more information). Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization.		
Facility charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Practitioner charges (including global maternity delivery charges billed as inpatient service)	80% after Deductible	60% of the Maximum Allowable Charge after Deductible

Skilled Nursing or Rehab Facility stays **(Limited to 60 days per Annual Benefit Period)** Prior Authorization required. Benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers) when Prior Authorization is not obtained. (See the Prior Authorization section for more information). Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization.		
Facility charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Practitioner charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Emergency Care Services (Whether the Practitioner is considered an Emergency physician and therefore reimbursable under this benefit is determined by the place of service on the claim.)		
Emergency Room charges	100% after $300 Copayment per visit	100% of the Maximum Allowable Charge after $300 Copayment per visit
Non-Routine Diagnostic Services	80% after Deductible	80% of the Maximum Allowable Charge after Deductible
All Other Hospital charges	100%	100% of the Maximum Allowable Charge
Practitioner Charges	100%	100% of the Maximum Allowable Charges
Outpatient Facility Services including Behavioral Health Intensive Outpatient and Partial Hospitalization Some procedures require Prior Authorization. Call Our consumer advisors to determine if Prior Authorization is required. If Prior Authorization is required and not obtained, benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers). (See the Prior Authorization section for more information). Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization. Surgeries include invasive diagnostic services (e.g., colonoscopy, sigmoidoscopy).		
Facility charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Practitioner charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Outpatient Diagnostic Services and Outpatient Preventive Screenings		
Advanced Radiological Imaging Includes CT scans, MRIs, PET scans, nuclear medicine and other similar technologies**.** **Advanced Radiological Imaging requires Prior Authorization**. If Prior Authorization is not obtained, benefits may be reduced to 50% for Out-of-Network Providers and Network Providers outside Tennessee (BlueCard PPO Participating Providers). (See the Prior Authorization section for more information.) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Supplemental breast screenings and related diagnostic imaging consisting of mammography, ultrasound imaging, or magnetic resonance imaging	100%	60% of the Maximum Allowable Charge after Deductible

All other Diagnostic Services for illness or injury	100%	60% of the Maximum Allowable Charge after Deductible
Maternity care diagnostic services	100%	60% of the Maximum Allowable Charge after Deductible
Other Outpatient procedures services, or supplies		
Therapy Services: Physical, speech, occupational, manipulative, Cardiac and pulmonary rehab limited to 60 visits per Annual Benefit Period.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
DME, Orthotics and Prosthetics	80% after Deductible	Not Covered
Supplies	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Provider Administered Specialty Drugs	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
All Other services received at an outpatient facility, including behavioral health intensive outpatient and partial hospitalization programs, chemotherapy, radiation therapy, injections, infusions, and dialysis	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Other Services		
Urgent Care Center charges	100% after $75 Copayment per visit	100% after $75 Copayment per visit
Ground Ambulance	80% of the Billed Charges after Deductible	80% of the Billed Charges after Deductible
Air Ambulance	80% after Deductible	80% of the Maximum Allowable Charge after Deductible
Home health care services, including home infusion therapy Limited to 100 visits per Annual Benefit Period Home health care may require Prior Authorization. Therapy provided in the home does not require Prior Authorization	100% after Deductible	60% of the Maximum Allowable Charge after Deductible
Hospice Care	80% Inpatient 100% Outpatient	Not Covered
DME, Orthotics and Prosthetics	80% after Deductible	Not Covered
Supplies	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Hearing Aids for Members under age 18 Limited to one per ear every 3 years	80% after Deductible	Not Covered
Evaluation & Testing of Infertility	80% after Deductible	60% of the Maximum Allowable Charge after Deductible

Medical Vision Care			
Vision exam for the treatment of injuries and diseases of the eye – in a Facility	80% after Deductible		60% of the Maximum Allowable Charge after Deductible
Vision exam for the treatment of injuries and diseases of the eye – in a Practitioner's Office	By PCP: 100% after $30 Copayment per visit By Specialist: 100% after $40 Copayment per visit		60% of the Maximum Allowable Charge after Deductible
Frames, lenses, and contacts Covered following treatment and surgery to repair certain injuries and diseases that impair vision	80% after Deductible		Not Covered
Vision Care - Retirees 1 routine vision exam per Annual Benefit Period (Frames, lenses, and contacts not Covered)	$10 Copayment		
Organ Transplant Services			
Transplant Services **All Transplant Services require Prior Authorization.** Call customer service before any pre-transplant evaluation or other transplant service is performed to request Prior Authorization, and to determine if there are facilities available in the BDCT Network for Your specific transplant type. See the "Prior Authorization, Care Management, Medical Policy and Patient Safety" and "Organ Transplants" sections of this EOC for more information.	**Blue Distinction Centers for Transplants (BDCT) Network**: 100% after Network Deductible, Network Out-of-Pocket Maximum applies.	**Transplant Network:** 80% after Network Deductible, Network Out-of-Pocket Maximum applies.	**Out-of-Network Providers**: Not Covered

Miscellaneous Limits:	**In-Network Services received from Network Providers**	**Out-of-Network Services received from Out-of-Network Providers**
Lifetime Maximum	Unlimited	
Deductible		
Individual	$1,000	$2,000
Family	$2,000	$4,000
Out-of-Pocket Maximum		
Self-Only	$3,200	$6,400
Family	$6,400	$12,800
4th Quarter Deductible Carryover [1]	Excluded	

1. Dollar amounts incurred during the last three (3) months of an Annual Benefit Period that are applied to the Deductible during that Annual Benefit Period will not apply to the Deductible for the next Annual Benefit Period.

STATEMENT OF RIGHTS UNDER THE NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Under federal law, group health plans and health insurance issuers offering group health insurance coverage generally may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a delivery by cesarean section. However, the plan or issuer may pay for a shorter stay if the attending provider (e.g., Your physician, nurse midwife, or physician assistant), after consultation with the mother, discharges the mother or newborn earlier. Also, under federal law, plans and issuers may not set the level of benefits or out-of-pocket costs so that any later portion of the 48-hour (or 96-hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay. In addition, a plan or issuer may not, under federal law, require that a physician or other health care provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, to use certain providers or facilities, or to reduce Your Out of-Pocket costs, You may be required to obtain precertification. For information on precertification, contact Your plan administrator.

WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998

Patients who undergo a mastectomy and who elect breast reconstruction in connection with the mastectomy are entitled to coverage for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- Prostheses and treatment of physical complications at all stages of the mastectomy, including lymphedemas

The Coverage will be provided subject to the same Coinsurance, Copays and Deductibles established for other benefits under this Plan. Please refer to the Covered Services section of this EOC for details.

UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994

A Subscriber may continue his or her Coverage and Coverage for his or her Dependents during military leave of absence in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994. When the Subscriber returns to work from a military leave of absence, the Subscriber will be given credit for the time the Subscriber was covered under the Plan prior to the leave. Check with the Employer to see if this provision applies.

NOTICE OF PRIVACY PRACTICES

Important Privacy Practices Notice

Effective Date: September 1, 2024

Important Privacy Information

This notice describes how information we have about you may be used and shared, and how you can get access to this information. Please review it carefully.

Legal obligations

The law requires City of Chattanooga ("we," "us," "our") to give this notice of privacy practices to all our members. This notice lets you know about our legal duties and your rights when it comes to your information and privacy.

The law requires us to keep private all of the information we have about you, including your name, address, other demographic information, claims information, financial information (including social security numbers), diagnosis information, other health information, and other information that can identify you (your "information"). The law requires us to follow all the privacy practices in this notice from the date on the cover until we change or replace it.

EFFECTIVE JANUARY 1, 2026 THROUGH FEBRUARY 15, 2026: We have the right to make changes to our privacy practices and this notice at any time, but we will send you a new notice any time we do. Any changes we make to this notice will apply to all information we keep, including information created or received before we made changes.

EFFECTIVE FEBRUARY 16, 2026: We have the right to make changes to our privacy practices and this notice at any time, but we will send you a new notice any time we do or tell you about the changes and where you can find the notice. Any changes we make to this notice will apply to all information we keep, including information created or received before we made changes.

Please review this notice carefully and keep it on file for reference. You may ask us for a copy of this notice at any time. To get one, please contact us at:

The Privacy Office
City of Chattanooga
101 East 11th Street, Suite 201
Chattanooga, TN 37402

You may reach out to us at this address or phone number to ask questions or make a complaint about this notice or how we've handled your privacy rights. You may also submit a written complaint to the U.S. Department of Health and Human Services (HHS). Just ask us for their address, and we will give it to you.

We support your right to protect the privacy of the information we have about you. We won't retaliate against you if you file a complaint with HHS or us.

Organizations This Notice Covers

This notice applies to City of Chattanooga. We may share your information with BlueCross BlueShield of Tennessee, Inc. and any of the following subsidiaries and affiliates as set forth below: Shared Health, Inc., Group Insurance Services, Inc., Volunteer State Health Plan, Inc., Golden Security Insurance Co., SecurityCare of Tennessee, Inc., and

Shared Health Mississippi, Inc. These entities support us in providing health insurance and related products and services. If BlueCross BlueShield of Tennessee, Inc. buys or creates new affiliates or subsidiaries, they may also be required to follow the privacy practices outlined in this notice.

For additional information, including TTY/TDD users, please call City of Chattanooga, (423) 643-7228. Para obtener ayuda en español, llame al City of Chattanooga at (423) 643-7228**.**

How We May Use and Share Your Information

EFFECTIVE JANUARY 1, 2026 THROUGH FEBRUARY 15, 2026: We typically use your information for treatment, payment or health care operations. Sometimes we are allowed, and sometimes we are required, to use or share your information in other ways. This is usually to contribute to the public good, such as public health and research.

EFFECTIVE FEBRUARY 16, 2026: We typically use your information for treatment, payment or health care operations. Sometimes we are allowed, and sometimes we are required, to use or share your information in other ways. This is usually to contribute to the public good, such as public health and research. Information that has been shared may be shared again and no longer protected by federal or state law.

Some states may have more stringent laws. When those laws apply to your information, we follow the more stringent law. Specifically, Tennessee law and other state and federal laws require us to obtain your consent for uses and disclosures of behavioral health information, alcohol and other substance use disorder information, and genetic information.

Information about members and former members may be used and shared for treatment, payment and health care operations.

We restrict access to information about you to those employees or contractors who need to know that information to run our business. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your information.

Sources of Information We Collect and Share

We collect information about you from the following sources:

1. **Information we receive from you:** We collect information directly from you. For example, we collect information like your name, address, and social security number when you apply for insurance or complete other forms, and we collect information like your name and contact information when you contact us for customer service requests.
2. **Information about your transactions with us and our affiliates:** We collect information about your relationship with us and with our affiliates. For example, we collect information about the claims we process like when you received health care, what services are covered, and how much we've paid. We sometimes use affiliates and related entities to provide administrative services to process those claims, and they provide us with the same type of information about you.
3. **Information about your transactions with non-affiliated third-parties:** We collect health plan information about your relationship with non-affiliated third-parties such as healthcare providers. For example, when your healthcare provider submits claims to us, it includes health plan information about your encounter like diagnostic information, procedures you've had, and the date of service.

As permitted by law and this notice, we may use and share all of the information we have about you as described above.

Ways We May Use and Share Your Information

We may use and share any of the information we have about you, including to nonaffiliated third-parties, in accordance with federal and state laws. The following are examples of how we may use or share your information and the types of third-parties to whom we may share your information.

For your treatment: We may use or share your information with health care professionals who are treating you. For example, a doctor may send us information about your diagnosis and treatment plan so we can arrange additional care for you from other health care providers.

To make payments: We may use or share your information to pay claims for your care or to coordinate benefits covered under your health care coverage. For example, we may share your information with your dental provider to coordinate payment for dental services.

For health care operations: We may use or share your information to run our organization. For example, we may use or share it to measure quality, provide you with care management or wellness programs, and to conduct audit and other oversight activities.

To work with plan sponsors: We may share your information with your employer-sponsored group health plan (if applicable) for plan administration. For example, we may use or share it to help verify your identity or give you more information about your health insurance options. Please see your plan documents for all ways a plan sponsor may use this information.

For underwriting: We may use or share your information for underwriting, premium rating or other activities relating to the creation, renewal or replacement of a health plan contract. We're not allowed to use or share genetic information for underwriting purposes.

Research: We may use or share your information in connection with lawful research purposes. For example, we may share your information as part of a limited data set given to a researcher for clinical research.

In the event of your death: If you die, we may share your information with a coroner, medical examiner, funeral director or organ procurement organization.

To help with public health and safety issues: We can share information about you in certain situations, such as:

- Preventing disease
- Assisting public health authorities in controlling the spread of disease such as during pandemics
- Helping with product recalls
- Reporting negative reactions to medications
- Reporting suspected abuse, neglect or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

As required by law: We may use or share your information as required by state or federal law.

To comply with a court or administrative order: Under certain circumstances, we may share your information in response to a court or administrative order, subpoena, discovery request or other lawful process.

To address workers' compensation, law enforcement and other government requests: We can use or share information about you:

- For workers' compensation claims
- For law enforcement purposes, or with a law enforcement official
- With health oversight agencies for legal activities
- To comply with requests from the military or other authorized federal officials

With your permission: Some uses and disclosures of information require your written authorization, including certain instances if you want us to share your information with anyone. You may cancel your authorization in writing at any time, but doing so won't affect any use or disclosure that happened while your authorization was valid.

For example, we would need your written authorization for:

- Most uses and disclosures of psychotherapy notes
- Uses and disclosures of your information for marketing
- Sale of your information
- Other uses and disclosures not described in this notice

We will let you know if any of these circumstances arise. We cannot use or share information except as described in this notice without your written authorization.

Certain types of your information are treated differently.

Substance Use Disorder Information: EFFECTIVE FEBRUARY 16, 2026: We may receive substance use disorder treatment information about you from certain providers that are subject to federal regulations governing the confidentiality of such information. We may not use or share such information in any civil, criminal, administrative, or legislative proceedings against you unless (1) you consent in writing, or (2) a court order is issued after notice and an opportunity to be heard is provided and is accompanied by a subpoena or similar legal mandate compelling disclosure.

Your Individual Rights

To access your records: You have the right to view and get copies of your information that we maintain, with some exceptions. You must make a written request, using a form available from the Privacy Office, to get access to your information.

If you ask for copies of your information, we may charge you a reasonable, cost-based fee for staff time, and postage if you want us to mail the copies to you. If you ask for this information in another format, this charge will reflect the cost of giving you the information in that format. If you prefer, you may request a summary or explanation of your information, which may also result in a fee. For details about fees we may charge, please contact the Privacy Office.

To see who we've shared your information with: You have the right to receive a list of most disclosures we (or a business associate on our behalf) made of your information, within the last six years, other than those made for the purpose of treatment, payment or health care operations, and certain other disclosures. This list will include the date of the disclosure, what information was shared, the name of the person or entity it was shared with, the reason for the disclosure and some other information.

If you ask for this list of disclosures more than once in a 12-month period, we may charge you based on the cost of responding to those additional requests. Please contact the Privacy Office for a more detailed explanation of these charges.

To ask for restrictions: You have the right to ask for restrictions on how we use or share your information. We're not required to agree to these requests except in limited circumstances. If we agree to a restriction, you and we will agree to the restriction in writing. Please contact the Privacy Office for more information.

To get notified of a breach: We will notify you after an unauthorized acquisition, access, use, or disclosure of your health information that compromises the security or privacy of the information.

To ask for confidential communications: You have the right to ask us in writing to send your information to you at a different address or by a different method if you believe that sending information to you in the normal manner will put you in danger. We have to grant your request if it's reasonable. We will also need information from you, including how and where to communicate with you. Your request must not interfere with payment of your premiums.

If there's an immediate threat, you may make your request by calling the Member Service number on the back of your Member ID card or the Privacy Office. Please follow up your call with a written request as soon as possible.

To ask for changes to your personal information: You have the right to request in writing that we revise your information. Your request must be in writing and explain why the information should be revised. We may deny your request, for example, if we received (but didn't create) the information you want to amend. If we deny your request, we will write to let you know why. If you disagree with our denial, you may send us a written statement that we will include with your information.

If we grant your request, we will make reasonable efforts to notify people you name about this change. Any future disclosures of that information will be revised.

To request another copy of this notice: You can ask for a paper copy of this notice at any time, even if you got this notice by email or from our website. Please contact the Privacy Office at the address above.

To choose a personal representative: You may choose someone to exercise your rights on your behalf, such as a power of attorney. You may also have a legal guardian exercise your rights. We will work with you if you'd like to make this effective.



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BENEFIT QUESTIONS?

Call the Customer Service Number on the membership I.D. Card

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