

  
**Horizon**®



Product:

**Horizon Direct Access-100% HSA**

Group Name:

**ASSOCIATION MEMBER TRUST**

Plan:

**\$1,700 DEDUCTIBLE (PLAN 620)**

## **NOTICE**

THE SELF-FUNDED MULTIPLE EMPLOYER WELFARE ARRANGEMENT IS NOT AN INSURANCE COMPANY AND DOES NOT PARTICIPATE IN ANY OF THE GUARANTEE FUNDS CREATED BY NEW JERSEY LAW. THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF A SELF-FUNDED MULTIPLE EMPLOYER WELFARE ARRANGEMENT BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.

THE HEALTH CARE BENEFITS THAT YOU HAVE PURCHASED OR ARE APPLYING TO PURCHASE ARE BEING ISSUED BY A SELF-FUNDED MULTIPLE EMPLOYER WELFARE ARRANGEMENT. THE SELF-FUNDED MULTIPLE EMPLOYER WELFARE ARRANGEMENT IS REQUIRED TO MAINTAIN SUFFICIENT RESERVES TO PAY FOR ALL INCURRED LOSSES INCLUDING UNPAID CLAIMS. IT IS IMPORTANT THAT YOU CHECK WITH YOUR EMPLOYER TO DETERMINE WHICH, IF ANY, STATE MANDATED HEALTH CARE BENEFITS MAY BE COVERED BY YOUR ARRANGEMENT.

FOR ADDITIONAL INFORMATION ABOUT THE MULTIPLE EMPLOYER WELFARE ARRANGEMENT, YOU SHOULD ASK QUESTIONS OF YOUR TRUST ADMINISTRATOR AT 1-800-631-7945.

## **HSA: Health Savings Account**

### **HSA has three components:**

- A high-deductible health plan;
- A Health Savings Account;
- Tools and resources to help members make informed decisions about health care and related spending.

### **About Health Savings Accounts**

Health Savings Accounts, also called HSAs, were established by the Medicare Modernization Act of 2003 with an effective date of January 1, 2004. HSAs are available with a qualified high-deductible health insurance plan. The health insurance plan is paired with a savings account to cover eligible medical expenses not covered by the health insurance plan.

You (and your spouse, if you have other family coverage) generally cannot have any other health coverage that is not an HDHP (High Deductible Health Plan). However, you can still be an eligible individual even if your spouse has non-HDHP coverage provided you are not covered by that plan.

### **How do members use their HSA funds?**

Members can use their HSA funds to do any of the following:

- Save for future medical expenses.
- Help bridge the gap to benefits until they meet the annual health plan deductible.
- Pay for qualified medical expenses tax free.
- Pay for non-medical expenses. Under age 65, withdrawals are subject to income tax plus 10 percent penalty tax. Over age 65, withdrawals are subject to income tax only.

HSA funds are portable, which means members can access their account regardless of employment, age or marital status changes; future medical coverage; or state of residence.

HSA funds roll over from year to year.

Who funds the HSA? The employer, the employee or both can make contributions to an HSA. Employer and employee contributions to HSAs are 100 percent tax deductible. HSA contributions must stop once the eligible employee enrolls in Medicare. However, those employees may continue to access their HSA balances. Annually, the HSA can be funded up to the lower amount of the deductible or the maximum specified by law.

HSA investment option: The HSA is held in a money market fund and accrues interest tax free. Once the account reaches a balance determined by the financial institution, there is the option to invest the dollars in a variety of mutual funds.

Please see your Plan Administrator regarding the banking services offered to you.

### **Qualifying for an HSA**

To be an eligible individual and qualify for an HSA, you must meet the following requirements.

- You must be covered under a high deductible health plan (HDHP), described later, on the first day of the month.
- You have no other health coverage except what is permitted under **Other Health Coverage**, below.
- You are not enrolled in Medicare.
- You cannot be claimed as a dependent on someone else's tax return.

### **Other Health Coverage**

You (and your spouse, if you have family coverage) generally cannot have any other health coverage that is not an HDHP. However, you can still be an eligible individual even if your spouse has non-HDHP coverage provided you are not covered by that plan.

You can have additional insurance that provides benefits only for the following items.

- Liabilities incurred under workers' compensation laws, tort liabilities, or liabilities related to ownership or use of property.
- A specific disease or illness.
- A fixed amount per day (or other period) of hospitalization.

You can also have coverage (whether provided through insurance or otherwise) for the following items.

- Accidents.
- Disability.
- Dental care.
- Vision care.
- Long-term care.

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## **INTRODUCTION**

This Plan gives you and your covered Dependents broad protection to help meet the cost of Illnesses and Injuries. This Plan offers the highest level of benefits when services are obtained from a Hospital or other Provider designated as a Horizon Direct Access In-Network Provider either in New Jersey or in another Blue Cross and Blue Shield service area.

In this Booklet, you'll find the important features of your group's Horizon Direct Access benefits provided by the Plan. You should keep this Booklet in a safe place and read it carefully so that you become familiar with the benefits that are available to you and your family. This Booklet replaces any booklets and/or certificates you may previously have received.

Your benefits are self-insured through your Employer. Therefore, while Horizon BCBSNJ will initially review claims, all final claims decisions will be made by the Plan Administrator named by your Employer.

The Plan has contracted with Horizon BCBSNJ for the purposes of providing claims administration services and for access to certain networks provided by and administered by Horizon BCBSNJ. The Plan Administrator maintains discretionary authority over administration of the Plan and interpretation of the Plan terms. However, to the extent the Plan Administrator has determined that it is in the best interests of the Plan to utilize Horizon BCBSNJ as a service provider, it adopts the standards and practices of Horizon BCBSNJ where the Plan Administrator has deemed those standards and practices to be consistent with the Plan terms. Any reference in this document to Horizon BCBSNJ is intended to reflect the Plan's adoption of those standards and practices through the contractual relationship between the Plan and Horizon BCBSNJ.

## **CONFORMITY WITH LAW**

Any provision of this Policy that conflicts with the requirements of an applicable law or regulation of the State of New Jersey or the federal government is automatically changed to conform with the minimum requirements of that law or regulation.

## DEFINITIONS

**The words shown below have special meanings when used in the Plan and this Booklet. Please read these definitions carefully.**

**Accredited School** means a school accredited by a nationally recognized accrediting association, such as one of the following regional accrediting agencies: Middle States Association of Colleges and Schools, New England Association of Schools and Colleges, North Central Association of Colleges and Schools, Northwest Association of Schools and Colleges, Southern Association of Colleges and Schools, or Western Association of Schools and Colleges. An accredited school also includes a proprietary institution approved by an agency responsible for issuing certificates or licenses to graduates of such an institution.

**Act of War:** Any act peculiar to military, naval or air operations in time of War.

**Actively at Work or Active Work** means performing, doing, participating or similarly functioning in a manner usual for the task for full pay, at the Planholder's place of business, or at any other place that the Planholder's business requires the Employee to go.

**Acupuncture:** The practice of piercing specific sites with needles to induce Surgical anesthesia.

**Admission:** Days of Inpatient services provided to a Covered Person.

**Adverse Benefit Determination:** An adverse benefit determination is any denial, reduction or termination of, or failure to provide or make payment for (in whole or in part), a benefit, including one based on a determination of eligibility, as well as one based on the application of any utilization review criteria, including determinations that an item or service for which benefits are otherwise provided are not covered because they are deemed to be experimental/investigational or not medically necessary or appropriate.

**Affiliated Company** means a company as defined in subsections (b), (c), (m) or (o) of section 414 of the Internal Revenue Code of 1986. All entities that meet the criteria set forth in the Internal Revenue Code shall be treated as one employer.

**Allowed Charge** means an amount that is not more than the lesser of:

- the allowance for the service or supply as determined by Horizon BCBSNJ using the method specified below; or
- the negotiated fee schedule.

“The Plan” will determine the Non-Network Provider’s Allowed Charge as:

- a. the actual charge made by the Non-Network Provider for the service or supply; or
- b. another amount accepted by the Out-of-Network Provider as full reimbursement less applicable cost-share; or
- c. the amount that would be reimbursed under the following fee schedule:

- a. 150% of the amount that would be reimbursed for service or supply under Medicare;
- b. If Medicare does not prescribe a reimbursement rate for a covered service or supply, the Allowed Charge for a Non-Network Provider will be the amount determined for the service based on the Resource Based Relative Value System (RBRVS), as published by third party sources such as Optum;
- c. If neither Medicare nor the RBRVS prescribes a reimbursement rate for a covered service or supply, the Allowed Charge for a Non-Network Provider will be based on the 50th percentile of the amount determined for the service based on FAIR Health, Inc.; and
- d. If none of those profiles listed above prescribe a reimbursement rate, the amount will be determined based on profiles compiled by Horizon BCBSNJ based on usual and prevailing payments made to Providers for similar services or supplies in specific geographical areas, or similar profiles compiled by outside vendors.

**Alternate Payee:**

- a. A custodial parent, who is not an Employee under the terms of the Plan, of a Child Dependent; or
- b. The Division of Medical Assistance and Health Services in the New Jersey Department of Human Services which administers the State Medicaid Plan.

**Ambulance** means a certified transportation vehicle for transporting Ill or Injured people that contains all life-saving equipment and staff as required by state and local law.

**Ambulatory Surgical Center** means a Facility mainly engaged in performing Outpatient Surgery. It must:

- a) be staffed by Practitioners and Nurses, under the supervision of a Practitioner;
- b) have permanent operating and recovery rooms;
- c) be staffed and equipped to give emergency care; and
- d) have written back-up arrangements with a local Hospital for emergency care.

The Plan will recognize it if it carries out its stated purpose under all relevant state and local laws, and it is either:

- a) accredited for its stated purpose by either the Joint Commission or the Accreditation Association for Ambulatory Care; or
- b) approved for its stated purpose by Medicare.

The Plan does not recognize a Facility as an Ambulatory Surgical Center if it is part of a Hospital.

**Anniversary Date** The twelve-month period starting on **January 1st and ending on December 31st.**

**Approved Cancer Clinical Trial** means a scientific study of a new therapy or intervention for the treatment, palliation, or prevention of cancer in human beings that meets the following requirements:

- a) The treatment or intervention is provided pursuant to an approved cancer clinical trial that has been authorized or approved by one of the following: 1) The National Institutes of Health (Phase I, II and III); (2) the United States Food and Drug Administration, in the form of an investigational new drug (IND) exemption (Phase I, II and III); 3) The United States Department of Defense; or 4) The United States Department of Veteran Affairs.
- b) The proposed therapy has been reviewed and approved by the applicable qualified Institutional Review Board.
- c) The available clinical or pre-clinical data to indicate that the treatment or intervention provided pursuant to the Approved Cancer Clinical Trial will be at least as effective as standard therapy, if such therapy exists, and is expected to constitute an improvement in effectiveness for treatment, prevention and palliation of cancer.
- d) The Facility and personnel providing the treatment are capable of doing so by virtue of their experience and training.
- e) The trial consists of a scientific plan of treatment that includes specified goals, a rationale and background for the plan, criteria for patient selection, specific directions for administering therapy and monitoring patients, a definition of quantitative measures for determining treatment response and methods for documenting and treating adverse reactions. All such trials must have undergone a review for scientific content and validity, as evidenced by approval by one of the federal entities identified in item a. A cost-benefit analysis of clinical trials will be performed when such an evaluation can be included with a reasonable expectation of sound assessment.

**Approved Hemophilia Treatment Center:** A health care Facility licensed by the State of New Jersey for the treatment of hemophilia, or one that meets the same standards if located in another state.

**Association** shall mean any of the individual associations or organizations who subscribe to the Plan.

**Behavioral Health Provider:** An individual professional that is properly licensed or certified to provide diagnostic and/or therapeutic services for Mental Health Conditions and Substance Use Disorders under the laws of the jurisdiction where the individual practices. See “Mental Health Conditions and Substance Use Disorders” definition.

**Behavioral Interventions Based on Applied Behavioral Analysis (ABA):** Interventions or strategies, based on learning theory, that are intended to improve a person’s socially important behavior. This is achieved by using instructional and environmental modifications that have been evaluated through scientific research using reliable and objective measurements. These include the empirical identification of functional relations between behavior and environmental factors.

Such intervention strategies include, but are not limited to: chaining; functional analysis; functional assessment; functional communication training; modeling (including video modeling); procedures designed to reduce challenging and dangerous behaviors; prompting; reinforcement systems, including differential reinforcement, shaping and strategies to promote generalization.

**Benefit Day:** Each of the following:

- a. Each midnight the Covered Person is registered as an Inpatient; or
- b. Each day when Inpatient Admission and discharge occur on the same calendar day; or
- c. Two Inpatient days in a Skilled Nursing Facility.

**Benefit Month:** The one-month period beginning on the Effective Date of the Plan and each succeeding monthly period.

**Benefit Period:** The twelve-month period starting on **January 1st and ending on December 31st**. The first and/or last Benefit Period may be less than a calendar year. The first Benefit Period begins on the Employee's Coverage Date. The last Benefit Period ends when the Employee is no longer covered.

**Birthing Center** means a Facility which mainly provides care and treatment for women during uncomplicated pregnancy, routine full-term delivery, and the immediate post-partum period. It must:

- a) provide full-time Skilled Nursing Care by or under the supervision of Nurses;
- b) be staffed and equipped to give emergency care; and
- c) have written back-up arrangements with a local Hospital for emergency care.

The Plan will recognize it if:

- a) it carries out its stated purpose under all relevant state and local laws; or
- b) it is approved for its stated purpose by the Accreditation Association for Ambulatory Care; or
- c) it is approved for its stated purpose by Medicare.

The Plan does not recognize a Facility as a Birthing Center if it is part of a Hospital.

**BlueCard PPO Provider:** A Provider, not in New Jersey, which has a written agreement with another Blue Cross and/or Blue Shield plan to provide care to both that plan's subscribers and other Blue Cross and/or Blue Shield plans' subscribers. For purposes of this Plan, a BlueCard PPO Provider is an In-Network Provider.

**Booklet:** A detailed summary of benefits covered.

**Brand Name Prescription Drugs:** Drugs, as determined by the federal Food and Drug Administration (FDA), which are listed in the formulary of the State in which they are dispensed and protected by the trademark registration of the pharmaceutical company that produces them.

**Calendar Year** means each successive 12 month period which starts on January 1 and ends on December 31.

**Care Manager:** A person or entity designated by the Plan or Horizon BCBSNJ to manage, assess, coordinate, direct and authorize the appropriate level of health care treatment.

**Certified Registered Nurse Anesthetist (C.R.N.A.):** A Registered Nurse, certified to administer anesthesia, who is employed by and under the supervision of a physician anesthesiologist.

**Child Dependent:** A person who: has not attained the age of 26; and is:

- The natural born child or stepchild of you or your Spouse;
- A child who is: (a) legally adopted by you or your Spouse; or (b) placed with you for adoption. But, proof of such adoption or placement satisfactory to Horizon BCBSNJ must be furnished to us when we ask;
- You or your Spouse's legal ward. But, proof of guardianship satisfactory to Horizon BCBSNJ must be furnished to us when we ask.

**Church Plan** has the same meaning given that term under Title I, section 3 of Pub.L.93-406, the "Employee Retirement Income Security Act of 1974"

**Claims Administrator** means any entity, insurance company, or service provider retained by the Plan to administer claims submission, adjudication, processing and/or payment on behalf of the Plan.

**Coinsurance** means the percentage of a Covered Charge that must be paid by a Covered Person. Coinsurance does **not** include Cash Deductibles, Copayments or Non-Covered Charges.

**Complex Imaging Services** means any of the following services:

- a) Computed Tomography (CT),
- b) Computed Tomography Angiography (CTA),
- c) Magnetic Resonance Imaging (MRI),
- d) Magnetic Resonance Angiogram (MRA),
- e) Magnetic Resonance Spectroscopy (MRS),
- f) Positron Emission Tomography (PET),
- g) Nuclear Medicine including Nuclear Cardiology.

**Copayment** means a specified dollar amount a Covered Person must pay for specified Covered Charges. **Note:** The Emergency Room Copayment, if applicable, must be paid in addition to the Cash Deductible, any other Copayments, and Coinsurance.

**Cosmetic Procedures** - Services (including Surgery) rendered to refine or reshape body structures or surfaces that are not functionally impaired. They are: (a) to improve appearance or

self-esteem; or (b) for other psychological, psychiatric or emotional reasons. The following are not considered "cosmetic":

- a. Surgery to correct the result of an Injury;
- b. Surgery to treat a condition, including a birth defect, which impairs the function of a body organ;
- c. Surgery to reconstruct a breast after a mastectomy is performed;
- d. Treatment of newborns to correct congenital defects and abnormalities;
- e. Treatment of cleft lip.

The following are some procedures that are always considered "cosmetic":

- a. Surgery to correct gynecomastia;
- b. Breast augmentation procedures, including their reversal for women who are asymptomatic;
- c. Reversal of breast augmentation procedures for asymptomatic women who had reconstructive Surgery or who previously had breast implants for cosmetic purposes;
- d. Rhinoplasty, except when performed to treat an Injury;
- e. Lipectomy;
- f. Ear or other body piercing.

**Coverage Option** means any of the variety of coverage levels provided by the Plan. Coverage options may vary based on deductible amounts, co-payment amounts, contribution requirements or benefit levels.

**Covered Charges** are Allowed Charges for the types of services and supplies described in the **Covered Charges** and **Covered Charges with Special Limitations** section of the Plan. The services and supplies must be:

- a) furnished or ordered by a recognized health care Provider; and
- b) Medically Necessary and Appropriate to diagnose or treat an Illness or Injury.

A Covered Charge is incurred on the date the service or supply is furnished. Subject to all of the terms of the Plan, Horizon BCBSNJ pays benefits for Covered Charges incurred by a Covered Person while he or she is insured by the Plan. Read the entire Certificate to find out what Horizon BCBSNJ limits or excludes.

**Covered Person** means an eligible Employee or a Dependent who is covered under the Plan.

**Creditable Coverage** – Your prior coverage under any of the following: a group health plan; a group or individual health benefits plan; Part A or Part B of Title XVIII of the federal Social Security Act (Medicare); Title XIX of the federal Social Security Act (Medicaid), other than coverage consisting solely of benefits under section 1928 of Title XIX of the federal Social Security Act (the program for distribution of pediatric vaccines); chapter 55 of Title 10, United States Code (medical and dental care for Members and certain former Members of the uniformed services and their dependents); a medical care program of the Indian Health Service or of a tribal organization; a state health plan offered under chapter 89 of Title 5, United States Code; a public health plan as defined by federal regulation; a health benefits plan under section 5(e) of the “Peace Corps Act”; or coverage under any other type of plan as set forth in regulation by the Commissioner of Banking and Insurance.

Creditable Coverage does not include coverage which consists solely of the following: coverage only for accident or disability income insurance, or any combination thereof; coverage issued as a supplement to liability insurance; liability insurance, including general liability insurance and automobile liability insurance; workers’ compensation or similar insurance; automobile medical payment insurance; credit only insurance; coverage for on-site medical clinics; coverage as specified in federal regulation, under which benefits for medical care are secondary or incidental to the insurance benefits; and other coverage expressly excluded from the definition of health benefits plan as defined by C.17B:27A-19, et seq.

**Current Procedural Terminology (C.P.T.)** means the most recent edition of an annually revised listing published by the American Medical Association which assigns numerical codes to procedures and categories of medical care.

**Custodial Care:** Care that provides a level of routine maintenance for the purpose of meeting personal needs. This is care that can be provided by a layperson that does not have professional qualifications or skills.

Custodial Care includes, but is not limited to: help in walking or getting into or out of bed; help in bathing, dressing and eating; help in other functions of daily living of a similar nature; administration of or help in using or applying creams and ointments; routine administration of medical gasses after a regimen of therapy has been set up; routine care of a patient, including functions such as changes of dressings, diapers and protective sheets and periodic turning and positioning in bed; routine care and maintenance in connection with casts, braces and other similar devices, or other equipment and supplies used in treatment of a patient, such as colostomy and ileostomy bags and indwelling catheters; routine tracheostomy care; general supervision of exercise programs, including carrying out of maintenance programs of repetitive exercises that do not need the skills of a therapist and are not skilled services.

Even if a Covered Person is in a Hospital or other recognized Facility, the Plan does not cover care if it is custodial in nature.

**Deductible:** The amount of Covered Charges that a Covered Person must pay before this Plan provides any benefits for such charges. The term does not include Coinsurance, Copayments and Non-Covered Charges. See the Schedule of Covered Services and Supplies section of this

Booklet for details.

**Dependent** means an Employee's:

- a) Legal spouse where spouse shall include a Domestic Partner pursuant to P.L. 2003, c. 246;
- b) Dependent child who is under age 26; and
- c) A Dependent is not a person who is on active duty in the armed forces of any country.

Under certain circumstances, an incapacitated child is also a Dependent. See the Dependent coverage section of this Plan.

An Employee's "Dependent child" includes:

- a) his or her legally adopted children,
- b) his or her step-child,
- c) the child of his or her Domestic Partner, and
- d) children under a court appointed guardianship.

The Plan treats a child as legally adopted from the time the child is placed in the home for the purpose of adoption. The Plan treats such a child this way whether or not a final adoption order is ever issued.

**Dependent's Eligibility Date** means the later of:

- a) the Employee's Eligibility Date; or
- b) the date the person first becomes a Dependent.

**Developmental Disability** or **Developmentally Disabled** means a severe, chronic disability that:

- a) is attributable to a mental or physical impairment or a combination of mental and physical impairments;
- b) is manifested before the Covered Person attains age 22 for purposes of the Diagnosis and Treatment of Autism and Other Developmental Disabilities provision;
- c) is likely to continue indefinitely;
- d) results in substantial functional limitations in three or more of the following areas of major life activity: self-care; receptive and expressive language; learning; mobility; self-direction; capacity for independent living; economic self-sufficiency;
- e) reflects the Covered Person's need for a combination and sequence of special interdisciplinary or generic care, treatment or other services which are of services, individualized support, and other forms of assistance that are lifelong or of extended duration and are individually planned and coordinated. Developmental disability includes but is not limited to severe disabilities attributable to intellectual disability, autism, cerebral palsy, epilepsy, spina-bifida and other neurological impairments where the above criteria are met.

**Diagnostic Services** means procedures ordered by a recognized Provider because of specific symptoms to diagnose a specific condition or disease. Some examples are:

- a) radiology, ultrasound and nuclear medicine;
- b) laboratory and pathology; and
- c) EKGs, EEGs and other electronic diagnostic tests.

Except as allowed under the Preventive Care Covered Charge, Diagnostic Services are not covered under the Plan if the procedures are ordered as part of a routine or periodic physical examination or screening examination.

**Discretion / Determination / Determine** means the Plan's sole right to make a decision or determination. The decision will be applied in a reasonable and non-discriminatory manner.

**Domestic Partner** - an individual with whom the Employee certifies to be in a Domestic Partnership.

**Domestic Partners:** Persons who meet these criteria:

- a. Both persons have a common residence and are otherwise jointly responsible for each other's common welfare, as evidenced by joint financial arrangements or joint ownership of real property, which shall be demonstrated by at least one of the following:
  - 1. A joint deed, mortgage agreement or lease;
  - 2. A joint bank account;
  - 3. Designation of one of the persons as a primary beneficiary in the other's will;
  - 4. Designation of one of the persons as a primary beneficiary in the other person's life insurance policy or retirement plan; or
  - 5. Joint ownership of a motor vehicle;
- b. Both persons agree to be jointly responsible for each other's basic living expenses during the Domestic Partnership;
- c. Neither person is in a marriage recognized by New Jersey law or a member of another Domestic Partnership;
- d. Neither person is related to the other by blood or affinity up to and including the fourth degree of consanguinity;
- e. Both persons have chosen to share each other's lives in a committed relationship of mutual caring;
- f. Both persons are at least 18 years of age.

**Domestic Partnership** A relationship between the Employee and another person of the same sex

as the Employee, including opposite sex couples age 62 and over, that meets the requirements set forth under this Program. Proof that such a relationship exists, as determined by The Plan, must be given to The Plan when requested. The Plan has the right to determine eligibility for coverage under this Program.

**Durable Medical Equipment** is equipment which is:

- a) designed and able to withstand repeated use;
- b) primarily and customarily used to serve a medical purpose;
- c) generally not useful to a Covered Person in the absence of an Illness or Injury; and
- d) suitable for use in the home.

Some examples are walkers, wheelchairs, hospital-type beds, breathing equipment and apnea monitors as well as hearing aids which are covered through age 15.

Among other things, Durable Medical Equipment does not include adjustments made to vehicles, air conditioners, air purifiers, humidifiers, dehumidifiers, elevators, ramps, stair glides, Emergency Alert equipment, handrails, heat appliances, improvements made to the home or place of business, waterbeds, whirlpool baths and exercise and massage equipment.

**Effective Date** means the date on which coverage begins under the Plan for the Planholder, or the date coverage begins under the Plan for an Employee or Dependent, as the context in which the term is used suggests.

**Elective Surgical Procedure:** Non-emergency Surgery that may be scheduled for a day of the patient's choice without risking the patient's life or causing serious harm to the patient's bodily functions.

**Eligible Employees:** Subject to the conditions of Eligibility and to all of the other conditions of the Plan, all of the Policyholder's Employees who are in an eligible class will be eligible if the Employees are Actively at work, or Full Time Employees except those who are absent due to disability or a health status factor.

**Eligible Retirees** means someone who is no longer actively at work for a participating employer, who has ceased full time employment and who otherwise satisfies the conditions of eligibility as an Eligible Retiree as set forth in the General information section of the Plan.

**Emergency** means a medical condition manifesting itself by acute symptoms of sufficient severity including, but not limited to, severe pain, psychiatric disturbances and/or symptoms of Substance Use Disorders such that a prudent layperson, who possesses an average knowledge of health and medicine, could expect the absence of immediate medical attention to result in: placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; serious impairment to bodily functions; or serious dysfunction of a bodily organ or part. With respect to a pregnant woman who is having contractions, an emergency exists where: there is inadequate time to effect a safe transfer to

another Hospital before delivery; or the transfer may pose a threat to the health or safety of the woman or unborn child.

**Employee** means a Full-Time bona fide Employee (25 hours per week) of the Planholder. Employees who work on a temporary or substitute basis or who are participating in an employee welfare arrangement established pursuant to a collective bargaining agreement are not considered to be Employees for the purpose of the Plan. Pursuant to 26 USC 4980H, partners, proprietors and independent contractors are **not** employees of the Planholder.

**Employee Open Enrollment Period** means the 30-day period each year designated by the Planholder during which:

- a) Employees and Dependents who are eligible under the Plan but who are Late Enrollees may enroll for coverage under the Plan; and
- b) Employees and Dependents who are covered under the Plan may elect coverage under a different Plan, if any, offered by the Planholder.

**Employee's Eligibility Date** means the later of:

- a) the date of employment; or
- b) the day after any applicable Waiting Period ends.

**Employer** is any entity that is an active member participating in the Association and that maintains Employees on a regular basis.

**Employer Open Enrollment Period** means the period from November 15 through December 15 each year beginning in 2014.

**Enrollment Date** means, with respect to a Covered Person, the Effective Date or, if earlier, the first day of any applicable Waiting Period.

**ERISA** is the Employee Retirement Income Security Act of 1974, as amended.

**Essential Health Benefits:** This has the meaning found in section 1302(b) of the Patient Protection and Affordable Care Act, and as further defined by the Secretary of the U.S. Department of Health and Human Services. The term includes: ambulatory patient services; emergency services; hospitalization; maternity and newborn care; mental health and substance use disorder services (including behavioral health treatment); rehabilitative and habilitative services and devices; lab services; preventive and wellness services and chronic disease management; and pediatric services (including oral and vision care).

**Experimental or Investigational** means Horizon BCBSNJ determines a service or supply is:

- a) not of proven benefit for the particular diagnosis or treatment of a particular condition; or
- b) not generally recognized by the medical community as effective or appropriate for the particular diagnosis or treatment of a particular condition; or

- c) provided or performed in special settings for research purposes or under a controlled environment or clinical protocol.

Unless otherwise required by law with respect to drugs which have been prescribed for treatment for which the drug has not been approved by the United States Food and Drug Administration (FDA), the Plan will not cover any services or supplies, including treatment, procedures, drugs, biological products or medical devices or any hospitalizations in connection with Experimental or Investigational services or supplies.

The Plan will also not cover any technology or any hospitalization primarily to receive such technology if such technology is obsolete or ineffective and is not used generally by the medical community for the particular diagnosis or treatment of a particular condition.

Governmental approval of technology is not necessarily sufficient to render it of proven benefit or appropriate or effective for a particular diagnosis or treatment of a particular condition, as explained below.

Horizon BCBSNJ will apply the following five criteria in determining whether services or supplies are Experimental or Investigational:

- a. Any medical device, drug, or biological product must have received final approval to market by the FDA for the particular diagnosis or condition. Any other approval granted as an interim step in the FDA regulatory process, e.g., an Investigational Device Exemption or an Investigational New Drug Exemption, is not sufficient. Once FDA approval has been granted for a particular diagnosis or condition, use of the medical device, drug or biological product for another diagnosis or condition will require that one or more of the following established reference compendia:
  - 1. The American Hospital Formulary Service Drug Information; or
  - 2. The United States Pharmacopeia Drug Information

recognize the usage as appropriate medical treatment. As an alternative to such recognition in one or more of the compendia, the usage of the drug will be recognized as appropriate if it is recommended by a clinical study or recommended by a review article in a major peer reviewed professional journal. A medical device, drug, or biological product that meets the above tests will not be considered Experimental or Investigational.

In any event, any drug which the Food and Drug Administration has determined to be contraindicated for the specific treatment for which the drug has been prescribed will be considered Experimental or Investigational.

- b. Conclusive evidence from the published peer-reviewed medical literature must exist that the technology has a definite positive effect on health outcomes; such evidence must include well designed investigations that have been reproduced by non affiliated authoritative sources, with measurable results, backed up by the positive endorsements of national medical bodies or panels regarding scientific efficacy and rationale.

- c. Demonstrated evidence as reflected in the published peer-reviewed medical literature must exist that over time the technology leads to improvement in health outcomes, i.e., the beneficial effects outweigh any harmful effects.
- d. Proof as reflected in the published peer-reviewed medical literature must exist that the technology is at least as effective in improving health outcomes as established technology, or is usable in appropriate clinical contexts in which established technology is not employable and
- e. Proof as reflected in the published peer reviewed medical literature must exist that the improvements in health outcomes; as defined item c. above, is possible in standard conditions of medical practice, outside clinical investigatory settings.

**Extended Care Center** means a Facility which mainly provides full-time Skilled Nursing Care for Ill or Injured people who do not need to be in a Hospital. The Plan will recognize it if it carries out its stated purpose under all relevant state and local laws, and it is either:

- a) accredited for its stated purpose by the Joint Commission; or
- b) approved for its stated purpose by Medicare. In some places, an "Extended Care Center" may be called a "Skilled Nursing Facility."

**Eye Examination:** A comprehensive medical exam of the eye performed by a Practitioner, including: a diagnostic ophthalmic exam, with or without definitive refraction as medically indicated, with medical diagnosis and initiation of diagnostic and treatment programs; prescription of medication and lenses; post-cycloplegic Visit if needed; and verification of lenses if prescribed.

**Facility** means a place Horizon BCBSNJ is required by law to recognize which:

- a) is properly licensed, certified, or accredited to provide health care under the laws of the state in which it operates; and
- b) provides health care services which are within the scope of its license, certificate or accreditation.

**Family or Medical Leave of Absence:** A period of time of predetermined length, approved by the Employer, during which the Employee does not work, but after which the Employee is expected to return to Active service. Any Employee who has been granted an approved leave of absence in accordance with the Family and Medical Leave Act of 1993 shall be deemed to be Active for purposes of eligibility for coverage under this Plan.

**FDA:** The Food and Drug Administration.

**Full-Time** means a normal work week of 25 or more hours. Work must be at the Planholder's regular place of business or at another place to which an Employee must travel to perform his or her regular duties for his or her full and normal work hours.

**Generic Prescription Drug:** an equivalent Prescription Drug containing the same active ingredients as a Brand Name Drug but costing less. The equivalent must be identical in strength and form as required by the FDA.

**Government Hospital** means a Hospital operated by a government or any of its subdivisions or agencies, including but not limited to a Federal, military, state, county or city Hospital.

**Group Health Plan:** An Employee welfare benefit plan, as defined in Title I of section 3 of P.L. 93-406 (ERISA), to the extent that the plan provides medical care and includes items and services paid for as medical care to Employees and/or their Dependents directly or through insurance, reimbursement or otherwise.

**Health Benefits Plan** means any hospital and medical expense insurance policy or certificate; health, hospital, or medical service corporation contract or certificate; or health maintenance organization subscriber contract or certificate delivered or issued for delivery in New Jersey by any carrier to a Small Employer group pursuant to section 3 of P.L. 1992. c. 162 (C. 17B: 27A-19) or any other similar contract, policy, or plan issued to a Small Employer, not explicitly excluded from the definition of a Health Benefits Plan. Health Benefits Plan does not include one or more, or any combination of the following: coverage only for accident or disability income insurance, or any combination thereof; coverage issued as a supplement to liability insurance; liability insurance, including general liability insurance and automobile liability insurance; workers' compensation or similar insurance; automobile medical payment insurance; credit-only insurance; coverage for on-site medical clinics; and other similar insurance coverage, as specified in federal regulations, under which benefits for medical care are secondary or incidental to other insurance benefits. Health Benefits Plans shall not include the following benefits if they are provided under a separate policy, certificate or contract of insurance or are otherwise not an integral part of the plan: limited scope dental or vision benefits; benefits for long term care, nursing home care, home health care, community based care, or any combination thereof; and such other similar, limited benefits as are specified in federal regulations. Health Benefits Plan shall not include hospital confinement indemnity coverage if the benefits are provided under a separate policy, certificate or contract of insurance, there is no coordination between the provision of the benefits and any exclusion of benefits under any group Health Benefits Plan maintained by the same Plan Sponsor, and those benefits are paid with respect to an event without regard to whether benefits are provided with respect to such an event under any Group Health Plan maintained by the same Plan Sponsor. Health Benefits Plan shall not include the following if it is offered as a separate policy, certificate or contract of insurance: Medicare supplemental health insurance as defined under section 1882(g)(1) of the federal Social Security Act; and coverage supplemental to the coverage provided under chapter 55 of Title 10, United States Code; and similar supplemental coverage provided to coverage under a Group Health Plan.

**Health Status-Related Factor** means any of the following factors: health status; medical condition, including both physical and mental illness; claims experience; receipt of health care; medical history; genetic information; evidence of insurability, including conditions arising out of acts of domestic violence; and disability.

**Home Area:** The 50 states of the United States of America, the District of Columbia and

Canada.

**Home Health Agency** means a Provider which provides Skilled Nursing Care for Ill or Injured people in their home under a home health care program designed to eliminate Hospital stays. The Plan will recognize it if it is licensed by the state in which it operates, or it is certified to participate in Medicare as a Home Health Agency.

**Home Health Care:** Nursing and other Home Health Care services rendered to a Covered Person in his/her home. For Home Health Care to be covered, these rules apply:

- a. The care must be given on a part-time or intermittent basis, except if full-time or 24-hour services are Medically Necessary and Appropriate on a short-term basis.
- b. Continuing Inpatient stay in a Hospital would be needed in the absence of Home Health Care.
- c. The care is furnished under a physician's order and under a plan of care that: (a) is established by physician and the Home Health Care Provider; (b) is established within 14 days after Home Health Care starts; and (c) is periodically reviewed and approved by the physician.

**Home Health Care Services:** Any of these services needed for the Home Health Care plan: nursing care; physical therapy; occupational therapy; medical social work; nutrition services; speech therapy; home health aide services; medical appliances and equipment, drugs and medicines, lab services and special meals, to the extent these would have been Covered Services and Supplies if the Covered Person was a Hospital Inpatient; diagnostic and therapeutic services (including Surgical services) performed in a Hospital Outpatient department, a physician's office, or any other licensed health care Facility, to the extent these would have been Covered Services and Supplies under this Plan if furnished during a Hospital Inpatient stay.

**Horizon BCBSNJ:** Horizon Blue Cross Blue Shield of New Jersey.

**Hospice** means a Provider which provides palliative and supportive care for terminally Ill or terminally Injured people under a Hospice Care Program. The Plan will recognize a hospice if it carries out its stated purpose under all relevant state and local laws, and it is either:

- a) approved for its stated purpose by Medicare; or
- b) it is accredited for its stated purpose by either the Joint Commission or the National Hospice Organization.

**Hospice Care Program:** A health care program which provides an integrated set of services designed to provide Hospice care. Hospice services are centrally coordinated through an interdisciplinary team directed by a Practitioner.

**Hospital** means a Facility which mainly provides Inpatient care for Ill or Injured people. The Plan will recognize it if it carries out its stated purpose under all relevant state and local laws, and it is either:

- a) accredited as a Hospital by the Joint Commission; or
- b) approved as a Hospital by Medicare.

Among other things, a Hospital is not a convalescent home, rest or nursing Facility, or a Facility, or part of it which mainly provides Custodial Care, educational care or rehabilitative care. A Facility for the aged or Substance Use Disorder is also not a Hospital.

The Plan will pay benefits for Covered Services and Supplies Incurred at Hospitals operated by the United States government only if: (a) the services or supplies are for treatment on an emergency basis; or (b) the services or supplies are provided in a hospital located outside of the United States or Puerto Rico.

The above limitations do not apply to military Retirees, their Dependents, and the Dependents of active-duty military personnel who: (a) have both military health coverage and the Plan coverage; and (b) receive care in facilities run by the Department of Defense or Veteran's Administration.

**Illness or Ill** means a sickness or disease suffered by a Member. Illness includes Mental Health Conditions and Substance Use Disorders.

**Incidental Surgical Procedure:** One that: (a) is performed at the same time as a more complex primary procedure; and (b) is clinically integral to the successful outcome of the primary procedure.

**Incurred:** A charge is Incurred on the date a Covered Person receives a service or supply for which a charge is made.

**Inherited Metabolic Disease:** A disease caused by an inherited abnormality of body chemistry for which testing is mandated pursuant to P. L. 1977, c. 321.

**Initial Dependent** means those eligible Dependents an Employee has at the time he or she first becomes eligible for Employee coverage. If at the time the Employee does not have any eligible Dependents, but later acquires them, the first eligible Dependents he or she acquires are his or her Initial Dependents.

**Injury or Injured** means all damage to a Covered Person's body and all complications arising from that damage, or a description of a Covered Person suffering from such damage.

**In-Network** – A Provider, or the Covered Services and Supplies provided by a Provider, who has an agreement with Your Plan to furnish Covered Services or Supplies within the Horizon BCBSNJ Managed Care Network.

**In-Network Coverage:** The level of coverage, shown in the Schedule of Covered Services and Supplies, which is provided if (a) an In-Network Provider provides the service or supply, (b) the PCP provides or coordinates care, treatment, services and supplies for the Covered Person; or (c) the PCP refers the Covered Person to another provider for such care, treatment, services and

supplies.

**Inpatient** means a Covered Person who is physically confined as a registered bed patient in a Hospital or other recognized health care Facility; or services and supplies provided in such settings.

**Joint Commission** means the Joint Commission on the Accreditation of Health Care Organizations.

**Large Employer** - is defined as a business entity that employs more than fifty (50) eligible employees in the prior calendar year. Large employers may define a "full-time employee" for coverage eligibility purposes as a full-time employee working 30 hours or more each week.

**Late Enrollee** means an eligible Employee or Dependent who requests enrollment under the Plan more than 30 days after first becoming eligible. However, an eligible Employee or Dependent will not be considered a Late Enrollee under certain circumstances. See the General Information section of this Booklet for more details.

**Legal Guardian** means a person recognized by a court of law as having the duty of taking care of the person managing the property and rights of a minor child.

**Legend Drug** means any drug which must be labeled "Caution – Federal Law prohibits dispensing without a prescription."

**Low Protein Modified Food Product:** A food product that is: (a) specially formulated to have less than one gram of protein per serving; and (b) intended to be used under the direction of a physician for the dietary treatment of an Inherited Metabolic Disease. The term does not include a natural food that is naturally low in protein.

**Mail-Order Pharmacy:** A Pharmacy which, during the course of its daily business, dispenses Prescription Drugs primarily by mail. For the purposes of this Prescription Drug Expense Coverage, "Mail-Order Pharmacy", as used below, shall also be deemed to include any retail Pharmacy that has agreed to the same terms, conditions, price and services that apply to the Mail-Order Pharmacy.

**Mail Order Program** means a program under which a Covered Person can obtain Prescription Drugs from:

- a) a Participating Mail Order Pharmacy by ordering the drugs through the mail; or
- b) a Participating Pharmacy that has agreed to accept the same terms, conditions, price and services as a Participating Mail Order Pharmacy.

**Maintenance Drug** means only a Prescription Drug used for the treatment of chronic medical conditions.

**Maintenance Therapy:** That point in the therapeutic process at which no further improvement in the gaining or restoration of a function, reduction in disability or relief of pain is expected.

Continuation of therapy at this point would be for the purpose of holding at a steady state or preventing deterioration.

**Medical Emergency:** A medical condition manifesting itself by acute symptoms of sufficient severity (including, but not limited to: severe pain; psychiatric disturbances; and/or symptoms of Substance Use Disorders) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate attention to result in: (a) placing the health of the person (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of a bodily organ or part.

With respect to a pregnant woman who is having contractions, a Medical Emergency exists where: (a) there is not enough time to make a safe transfer to another Hospital before delivery; or (b) the transfer may pose a threat to the health or safety of the woman or the unborn child.

Examples of a Medical Emergency include, but are not limited to: heart attacks; strokes; convulsions; severe burns; obvious bone fractures; wounds requiring sutures; poisoning; and loss of consciousness.

**Medical Food:** A food that is: (a) intended for the dietary treatment of a disease or condition for which nutritional requirements are established by medical evaluation; and (b) formulated to be consumed or administered enterally under direction of a physician.

**Medically Necessary and Appropriate** means that a service or supply is provided by a recognized health care Provider, and the Plan determines at its Discretion, that it is:

- a) necessary for the symptoms and diagnosis or treatment of the condition, Illness or Injury;
- b) provided for the diagnosis, or the direct care and treatment, of the condition, Illness or Injury;
- c) in accordance with generally accepted medical practice;
- d) not for the convenience of a Covered Person;
- e) the most appropriate level of medical care the Covered Person needs; and
- f) furnished within the framework of generally accepted methods of medical management currently used in the United States.

The fact that an attending Practitioner prescribes, orders, recommends or approves the care, the level of care, or the length of time care is to be received, does not make the services Medically Necessary and Appropriate.

**Medicaid** means the health care program for the needy provided by Title XIX of the United States Social Security Act, as amended from time to time.

**Medicare** means Parts A and B of the health care program for the aged and disabled provided by Title XVIII of the United States Social Security Act, as amended from time to time.

**Mental Health Center** means a Facility which mainly provides treatment for people with Mental Illness. The Plan will recognize such a place if it carries out its stated purpose under all relevant state and local laws, and it is either:

- a) accredited for its stated purpose by the Joint Commission;
- b) approved for its stated purpose by Medicare; or
- c) accredited or licensed by the state of New Jersey to provide mental health services.

**Mental Health Condition** means a condition which is referenced by the American Psychiatric Association in the Diagnostic and Statistical Manual of Mental Disorders, Fifth edition, and any subsequent editions.

**Mutually Exclusive Surgical Procedures:** Surgical procedures that:

- (a) differ in technique or approach, but lead to the same outcome;
- (b) represent overlapping services or accomplish the same result;
- (c) in combination, may be anatomically impossible.

**Negotiation 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.

**Network** – The Horizon BCBSNJ Managed Care Network.

**Network Maximum Out-of-Pocket (MOOP):** Maximum Out of Pocket means the annual maximum dollar amount that a Covered Person must pay as Copayment, Deductible and Coinsurance for all Network covered services and supplies in a Calendar Year. All amounts paid as Copayment, Deductible and Coinsurance shall count toward the Network Maximum Out of Pocket. Once the Network Maximum Out of Pocket has been reached, the Covered Person has no further obligation to pay any amounts as Copayment, Deductible and Coinsurance for Network covered services and supplies for the remainder of the Calendar year.

**Newly Acquired Dependent** means an eligible Dependent an Employee acquires after he or she already has coverage in force for Initial Dependents.

**Nicotine Dependence Treatment** means “Behavioral Therapy,” as defined below, and Prescription Drugs which have been approved by the U.S. Food and Drug Administration for the management of nicotine dependence.

For the purpose of this definition, covered “Behavioral Therapy” means motivation and behavior change techniques which have been demonstrated to be effective in promoting nicotine abstinence and long term recovery from nicotine addiction.

**Non-Covered Charges** are charges which do not meet the Plan's definition of Covered Charges or which exceed any of the benefit limits shown in the Plan, or which are specifically identified as Non-Covered Charges or are otherwise not covered by the Plan.

**Non-Network Maximum Out-of-Pocket (MOOP):** Non-Network Maximum Out of Pocket means the annual maximum dollar amount that a Covered Person must pay as Copayment, Deductible and Coinsurance for all Non-Network covered services and supplies in a Calendar Year. All amounts paid as Copayment, Deductible and Coinsurance shall count toward the Non-Network Maximum Out of Pocket. Once the Non-Network Maximum Out of Pocket has been reached, the Covered Person has no further obligation to pay any amounts as Copayment, Deductible and Coinsurance for Non-Network covered services and supplies for the remainder of the Calendar Year.

**Non-Preferred Drug** means a drug that has not been designated as a Preferred Drug.

**Nurse** means a registered nurse or licensed practical nurse, including a nursing specialist such as a nurse mid-wife or nurse anesthetist, who:

- a) is properly licensed or certified to provide medical care under the laws of the state where he or she practices; and
- b) provides medical services which are within the scope of his or her license or certificate and are covered by this Plan.

**Optical Services:** The following services when provided for lenses, including contact lenses, and frames:

- a. Facial measurements;
- b. Help in the selection of frames;
- c. Acquiring proper lenses and frames;
- d. Fitting and adjustment;
- e. After-care for verification of fitting and lens adjustment, and for maintenance of comfort and efficiency.

**Orientation Period** means a period of no longer than one month during which the employer and employee determine whether the employment situation is satisfactory for each party and any necessary orientation and training processes commence. As used in this definition, one month is determined by adding one calendar month and subtracting one calendar day, measured from an Employee's start date in a position that is otherwise eligible for coverage. Ref to 26 C.F.R. 54.9815-2708 ( C ) (iii).

**Orthotic Appliance** means a brace or support but does not include fabric and elastic supports, corsets, arch supports, trusses, elastic hose, canes, crutches, cervical collars, dental appliances or other similar devices carried in stock and sold by drug stores, department stores, corset shops or surgical supply facilities.

**Out-of-Hospital:** Services or supplies provided to a Covered Person other than as an Inpatient or Outpatient.

**Out-of-Network:** A Provider, or the services and supplies furnished by a Provider, who does not have an agreement with Horizon BCBSNJ to provide Covered Services or Supplies, depending on the context in which the term is used.

**Out-of-Network Benefits:** The coverage shown in the Schedule of Covered Services and Supplies which is provided if an Out-of-Network Provider provides a Covered Service or Supply or the Care Manager does not authorize or coordinate the care, treatment, services and supplies.

**Outpatient** means a Covered Person who is **not** confined as a registered bed patient in a Hospital or recognized health care Facility and is not an Inpatient; or services and supplies provided in such Outpatient settings.

**Partial Hospitalization:** Intensive short-term non-residential day treatment services that are: (a) for Mental Health Conditions; or Substance Use Disorders; and (b) rendered for any part of a day for a minimum of four consecutive hours per day.

**Participant** – an Employee or Dependent who is enrolled under your group’s Plan.

**Participating Mail Order Pharmacy** means a licensed and registered pharmacy operated by Prime Therapeutics, LLC or with whom Horizon BCBSNJ has signed a pharmacy service agreement, that is:

- a) equipped to provide Prescription Drugs through the mail; or
- b) is a Participating Pharmacy that is willing to accept the same pharmacy agreement terms, conditions, price and services as exist in the Participating Mail Order Pharmacy agreement.

**Participating Pharmacy** means a Facility: (a) which is registered as a Pharmacy with the appropriate state licensing agency; and (b) in which Prescription Drugs are dispensed by a pharmacist and (c) with whom Horizon BCBSNJ has signed a pharmacy services agreement.

**Per Lifetime:** During the lifetime of a person.

**Period of Confinement** means consecutive days of Inpatient services provided to an Inpatient or successive Inpatient confinements due to the same or related causes, when discharge and re-admission to a recognized Facility occurs within 90 days or less. The Plan determines if the cause(s) of the confinements are the same or related.

**Pharmacy:** A Facility: (a) which is registered as a Pharmacy with the appropriate state licensing agency; and (b) in which Prescription Drugs are dispensed by a pharmacist.

**Physical Rehabilitation Center:** A Facility which mainly provides therapeutic and restorative services to ill or injured people. The Plan will recognize it if it carries out its stated purpose under all relevant state and local laws, and it is either:

- a. accredited for its stated purpose by either the Joint Commission or the Commission on Accreditation for Rehabilitation Facilities; or
- b. approved for its stated purpose by Medicare.

**Plan:** The **Association Member Trust** Medical Plan.

**Plan Sponsor** has the meaning given that term under Title I, section 3 of Pub.L.93-406, the ERISA (29 U.S.C. §1002(16)(B)). That is:

- a) the Small Employer in the case of an employee benefit plan established or maintained by a single employer;
- b) the employee organization in the case of a plan established or maintained by an employee organization; or
- c) in the case of a plan established or maintained by two or more employers or jointly by one or more employers and one or more employee organizations, the association, committee, joint board of trustees, or other similar group of representatives of the parties who establish or maintain the plan.

**Plan Year:** The twelve-month period starting on **January 1st and ending on December 31st.**

**Post-Service Claim:** Any claim for a benefit under a group health Plan that is not a Pre-Service claim.

**Practitioner** means a person The Plan is required by law to recognize who:

- a) is properly licensed or certified to provide medical care under the laws of the state where he or she practices; and
- b) provides medical services which are within the scope of his or her license or certificate.

For purposes of Applied Behavior Analysis as included in the Diagnosis and Treatment of Autism and Other Developmental Disabilities provision, Practitioner also means a person who is credentialed by the national Behavior Analyst Certification Board as either a Board Certified Behavior Analyst – Doctoral or as a Board Certified Behavior Analyst.

**Pre-Approval or Pre-Approved** means the Horizon BCBSNJ approval using paper or electronic means for specified services and supplies prior to the date charges are incurred. Horizon BCBSNJ may reduce benefits with respect to charges for treatment, services and supplies which require Pre-Approval and are not Pre-Approved by Horizon BCBSNJ provided that benefits would otherwise be payable under the Plan.

**Pre-Service Claim:** Any claim for a benefit under a group health plan with respect to which the terms of the Plan condition receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining medical care.

**Preferred Drug** means a Prescription Drug that; a) has been designated as such by either Us, or a third party with which Horizon BCBSNJ contracts, as a Preferred Drug; b) is a drug that has been approved under the Federal Food, Drug and Cosmetic Act; and c) is included in the list of Preferred Drugs distributed to Preferred Providers and made available to Covered Persons, upon request.

The list of Preferred Drugs will be revised, as appropriate.

**Prescription Drug Cost Share Amount:** The sum total of the following In-Network expenses Incurred by a Covered Person or covered family during a Calendar Year under a self-insured stand-alone group prescription drug plan or an insured stand-alone group prescription drug plan provided by Horizon BCBSNJ or another carrier:

- (a) Expenses that are applied toward the prescription drug plan's deductible, if any (excluding any such expenses, including any fourth quarter deductible carry over as defined in the prescription drug plan, that were carried over from the preceding Calendar Year).
- (b) Amounts paid or payable by the Covered Person as copayments and/or coinsurance under the prescription drug plan.

**Prescription Drugs:** Drugs, biological and compound prescriptions which: (a) are dispensed only by prescription; and (b) are required to show on the manufacturer's label the words: "Caution-Federal Law Prohibits Dispensing Without A Prescription." The term includes: insulin and may include other drugs and devices (e.g., syringes; glucometers; over-the-counter drugs mandated by law), as determined by Horizon BCBSNJ.

**Prescription Mail Order** – a Covered Person's request that a Prescription Order for drugs be filled and mailed to him or her by a licensed mail order Pharmacy.

**Prescription Order** – the request for drugs issued by a Practitioner licensed to make the request in the course of his professional practice.

**Preventive Care.** As used in the Plan preventive care means:

- a) Evidence based items or services that are rated "A" or "B" in the current recommendations of the United States Preventive Services task Force with respect to the Covered Person;
- b) Immunizations for routine use for Covered Persons of all ages as recommended by the Advisory Committee on Immunization Practices of the Centers of Disease Control and Prevention with respect to the Covered Person;
- c) Evidence-informed preventive care and screenings for Covered Persons who are infants, children and adolescents, as included in the comprehensive guidelines supported by the Health Resources and Services Administration;

- d) Evidence-informed preventive care and screenings for female Covered Persons as included in the comprehensive guidelines supported by the Health Resources and Services Administration except for contraceptive services and supplies; and
- e) Any other evidence-based or evidence-informed items as determined by federal and/or state law.

Examples of preventive care include, but are not limited to: routine physical examinations, including related laboratory tests and x-rays, immunizations and vaccines, well baby care, pap smears, mammography, screening tests, bone density tests, colorectal cancer screening, and Nicotine Dependence Treatment.

**Primary Care Practitioner (PCP):** An In-Network physician or other health care professional who: (a) is licensed or otherwise authorized to provide health care services in the state or jurisdiction in which the services are furnished; and (b) supervises, coordinates and maintains continuity of care for Covered Persons. PCPs include: nurse practitioners/clinical nurse specialists; physician assistants; and certified nurse midwives who meet the requirements of N.J.A.C. 11:24-6.2(c) 1 through 3.

The Plan allows the designation of a PCP. A Covered Person has the right to choose any In-Network PCP who is available to accept the Covered Person as a patient. In the case of a Child Dependent, the parent may designate a pediatrician as the Child Dependent's PCP. Also, a Covered Person does not need Prior Authorization from Horizon BCBSNJ or from any other person (including a PCP) to access obstetrical or gynecological care from an In-Network health care Practitioner who specializes in obstetrics or gynecology. But the Practitioner may need to comply with certain procedures, including: obtaining Prior Authorization for certain services; following a pre-approved treatment plan; or procedures for making referrals.

For information on how to select a PCP, and for a list of In-Network PCPs or Practitioners who specialize in obstetrics or gynecology, access Horizon BCBSNJ's website at [www.horizonblue.com](http://www.horizonblue.com) /[www.horizonblue.com/doctorfinder](http://www.horizonblue.com/doctorfinder). A paper provider directory/version of Horizon's Doctor & Hospital Finder is also available upon request.

**Prior Authorization:** Authorization by Horizon BCBSNJ for a Practitioner to provide specified treatment to Covered Persons. After Horizon BCBSNJ gives this approval, Horizon BCBSNJ gives the Practitioner a certification number. Benefits for services that are required to be, but are not, given Prior Authorization are subject to reduction as described in the "Utilization Review and Management" section of this Booklet.

**Private Duty Nursing** means Skilled Nursing Care for Covered Persons who require individualized continuous Skilled Nursing Care provided by a registered nurse or a licensed practical nurse.

**Program:** The plan of group health benefits described in this Booklet.

**Prosthetic Appliance** means any artificial device that is not surgically implanted that is used to replace a missing limb, appendage or any other external human body part including devices such

as artificial limbs, hands, fingers, feet and toes, but excluding dental appliances and largely cosmetic devices such as artificial breasts, eyelashes, wigs and other devices which could not by their use have a significantly detrimental impact upon the musculoskeletal functions of the body.

**Provider** means a recognized Facility or Practitioner of health care in accordance with the terms of the Plan.

**Referral** means specific direction or instructions from a Covered Person's Primary Care Physician or care manager in conformance with Horizon BCBSNJ's policies and procedures that direct a Covered Person to a Facility or Practitioner for health care.

**Rehabilitation Center** means a Facility which mainly provides therapeutic and restorative services to Ill or Injured people. Horizon BCBSNJ will recognize it if it carries out its stated purpose under all relevant state and local laws, and it is either:

- a) accredited for its stated purpose by either the Joint Commission or the Commission on Accreditation for Rehabilitation Facilities; or
- b) approved for its stated purpose by Medicare.

In some places a Rehabilitation Center is called a "rehabilitation hospital."

**Related Structured Behavioral Programs:** Services given by a qualified Practitioner that are comprised of multiple intervention strategies, i.e., behavioral intervention packages, based on the principles of ABA. These include, but are not limited to: activity schedules; discrete trial instruction; incidental teaching; natural environment training; picture exchange communication system; pivotal response treatment; script and script-fading procedures; and self-management.

**Routine Foot Care** means the cutting, debridement, trimming, reduction, removal or other care of corns, calluses, flat feet, fallen arches, weak feet, chronic foot strain, dystrophic nails, excrescences, helomas, hyperkeratosis, hypertrophic nails, non-infected ingrown nails, deratomas, keratosis, onychauxis, onychocryptosis tylomas or symptomatic complaints of the feet. Routine Foot Care also includes orthopedic shoes, and supportive devices for the foot.

**Routine Nursing Care** means the appropriate nursing care customarily furnished by a recognized Facility for the benefit of its Inpatients.

**Same Terms and Conditions** means, with respect to the treatment of Mental Health Conditions and Substance Use Disorders, Horizon BCBSNJ cannot apply more restrictive non-quantitative limitations or more restrictive quantitative limitations to Mental Health Conditions and Substance Use Disorder, than Horizon BCBSNJ applies to substantially all other medical or surgical benefits.

**Skilled Nursing Care** means services which are more intensive than Custodial Care, are provided by a registered nurse or licensed practical nurse, and require the technical skills and professional training of a registered nurse or licensed practical nurse.

**Skilled Nursing Facility** (see Extended Care Center.)

**Small Employer** means:

- a) in connection with a Group Health Plan with respect to a Calendar Year and a Plan Year, any person, firm, corporation, partnership, or political subdivision that is actively engaged in business that employed an average of at least one but not more than 50 eligible Employees on business days during the preceding Calendar Year and who employs at least one eligible Employee on the first day of the Plan Year, and the majority of the eligible Employees are employed in New Jersey. All persons treated as a single employer under subsection (b), (c), (m) or (o) of section 414 of the Internal Revenue Code of 1986 shall be treated as one employer. In the case of an employer that was not in existence during the preceding Calendar Year, the determination of whether the employer is a small or large employer shall be based on the average number of eligible Employees that it is expected that the employer will employ on business days in the current Calendar Year.; OR
- b) in connection with a Group Health Plan with respect to a Calendar Year and a Plan year, an employer who employed an average of at least 1 but not more than 50 employees on business days during the preceding Calendar Year and who employs at least 1 employee on the first day of the Plan Year.

All persons treated as a single employer under subsection (b), (c), (m) or (o) of section 414 of the Internal Revenue Code of 1986 shall be treated as one employer.

In the case of an Employer which was not in existence throughout the preceding Calendar Year, the determination of whether such employer is a small or large employer shall be based on the average number of employees that it is reasonably expected such Employer will employ on business days in the current Calendar Year.

The following calculation must be used to determine if an employer employs at least 1 but not more than 50 employees. For purposes of this calculation:

- a) Employees working 30 or more hours per week are full-time employees and each full-time Employee counts as 1;
- b) Employees working fewer than 30 hours per week are part-time and counted as the sum of the hours each part-time Employee works per week multiplied by 4 and the product divided by 120 and rounded down to the nearest whole number.

Add the number of full-time Employees to the number that results from the part-time employee calculation. If the sum is at least 1 but not more than 50 the employer employs at least 1 but not more than 50 Employees.

**Special Care Unit** means a part of a Hospital set up for very ill patients who must be observed constantly. The unit must have a specially trained staff. And it must have special equipment and supplies on hand at all times. Some types of Special Care Units are:

- a) intensive care units;

- b) cardiac care units;
- c) neonatal care units; and
- d) burn units.

**Special Enrollment Period:** A period, as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), during which you may enroll yourself and your Dependents for the coverage under this Plan.

**Special Referral:** A Referral provided by a PCP in certain cases that will allow a Covered Person to obtain certain Specialist services covered under this Plan directly through an In-Network Provider, without the need for further Referrals from the PCP. A Special Referral may be limited in scope, e.g. as to: duration; diagnosis; condition; and other factors, as determined by Horizon BCBSNJ.

**Specialist Physician:** A fully licensed physician who:

- (a) is a diplomat of a specialty board approved by the American Board of Medical Specialties or the Advisory Board of the American Osteopathic Association; or
- (b) is a fellow of the appropriate American specialty college or a member of an osteopathic specialty college; or
- (c) is currently admissible to take the exam administered by a specialty board approved by the American Board of Medical Specialties or the Advisory Board of the American Osteopathic Association; or has evidence of completion of an appropriate qualifying residency approved by the American Medical Association or American Osteopathic Association; or
- (d) holds an active staff appointment with specialty privileges in a voluntary or governmental hospital which is approved for training in the specialty in which the physician has privileges; or
- (e) is recognized in the community as a specialist by his or her peers.

**Specialty Pharmaceuticals** are oral or injectable drugs that have unique production, administration or distribution requirements. They require specialized patient education prior to use and ongoing patient assistance while under treatment. These Prescription Drugs must be exclusively dispensed through a designated Specialty Pharmaceutical Provider and are not available from Mail-Order Pharmacies.

Examples of Prescription Drugs that are considered Specialty Pharmaceuticals include some orally administered anti-cancer Prescription Drugs and those used to treat the following conditions: Crohn's Disease; Infertility; Hemophilia; Growth Hormone Deficiency; RSV; Cystic Fibrosis; Multiple Sclerosis; Hepatitis C; Rheumatoid Arthritis; and Gaucher's Disease. A list of these drugs is available on Horizon BCBSNJ's website.

**Specialty Pharmaceutical Provider:** Prime Specialty Pharmacy, a vendor that has contracted with Horizon BCBSNJ to exclusively dispense Specialty Pharmaceuticals on an In-Network basis.

**Spouse:** The person who is legally married to the Employee. Proof of legal marriage must be submitted to the Plan when requested.

**Subscription Agreement** means the agreement whereby an Employer agrees to participate in the Association Member Trust and agrees to be bound by the terms, conditions and provisions of the Plan.

**Substance Use Disorders:** As defined by the American Psychiatric Association in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, and any subsequent editions. Substance Use Disorders includes substance use withdrawal.

**Substance Use Disorders Centers:** Facilities that mainly provide treatment for people with Substance Use Disorder problems. The Plan will recognize such a place if it carries out its stated purpose under all relevant state and local laws, and it is either:

- a) accredited for its stated purpose by the Joint Commission; or
- b) approved for its stated purpose by Medicare.

**Surgery** means:

- a) the performance of generally accepted operative and cutting procedures, including surgical diagnostic procedures, specialized instrumentations, endoscopic examinations, and other invasive procedures;
- b) the correction of fractures and dislocations;
- c) reasonable and customary preoperative and post-operative care; or
- d) any of the procedures designated by Current Procedural Terminology codes as Surgery.

**Telemedicine Network:** Horizon's designated provider American Well provides a network of U.S. board certified, licensed and credentialed physicians throughout the country for members to consult with a licensed doctor via live interactive audio and video.

**Telemedicine Services:** means the delivery of health care services including diagnosis, consultation, or treatment through the use of live interactive audio and video over a secure connection. Telemedicine is not available to anyone on Medicare.

**Therapeutic Manipulation** means the treatment of the articulations of the spine and musculoskeletal structures for the purpose of relieving certain abnormal clinical conditions resulting from the impingement upon associated nerves causing discomfort. Some examples are manipulation or adjustment of the spine, hot or cold packs, electrical muscle stimulation, diathermy, skeletal adjustments, massage, adjunctive, ultra-sound, doppler, whirlpool, hydro therapy or other treatment of similar nature.

**Therapy Services:** The following services and supplies when they are:

- a) ordered by a Practitioner;
- b) performed by a Provider;
- c) Medically Necessary and Appropriate for the treatment of a Covered Person's Illness or accidental injury.

**Chelation Therapy:** The administration of drugs or chemicals to remove toxic concentrations of metals from the body.

**Chemotherapy:** The treatment of malignant disease by chemical or biological antineoplastic agents.

**Cognitive Rehabilitation Therapy:** Retraining the brain to perform intellectual skills that it was able to perform prior to disease, trauma, Surgery, congenital anomaly or previous therapeutic process.

**Dialysis Treatment:** The treatment of an acute renal failure or chronic irreversible renal insufficiency by removing waste products from the body. This includes hemodialysis and peritoneal dialysis.

**Infusion Therapy:** The administration of antibiotic, nutrient, or other therapeutic agents by direct infusion.

**Occupational Therapy:** The treatment to develop or restore a physically disabled person's ability to perform the ordinary tasks of daily living.

**Physical Therapy:** The treatment by physical means to: relieve pain; develop or restore normal function; and prevent disability following Illness, Injury or loss of limb.

**Radiation Therapy:** The treatment of disease by X-ray, radium, cobalt, or high energy particle sources. Radiation Therapy includes the rental or cost of radioactive materials. Diagnostic Services requiring the use of radioactive materials are not Radiation Therapy.

**Respiration Therapy:** The introduction of dry or moist gases into the lungs.

**Speech Therapy:** Therapy that is by a qualified speech therapist and is described in a., b. or c:

- a. Speech therapy to restore speech after a loss or impairment of a demonstrated, previous ability to speak. Two examples of speech therapy that will not be covered are: (a) therapy to correct pre-speech deficiencies; and (b) therapy to improve speech skills that have not fully developed.
- b. Speech therapy to develop or improve speech to correct a defect that both: (a) existed at birth; and (b) impaired or would have impaired the ability to speak.

- c. Regardless of anything in a. or b. above to the contrary, speech therapy needed to treat a speech impairment of a Covered Person diagnosed with a Developmental Disability.

**Total Disability or Totally Disabled:** Except as otherwise defined in this Booklet, a condition wherein an Employee, due to Accidental Injury, Illness or Disease: (a) cannot perform any duty of any occupation for which he or she is, or may be, suited by education, training and experience; and (b) is not, in fact, engaged in any occupation for wage or profit. A Dependent is Totally Disabled if he or she cannot engage in the normal activities of a person in good health and/or of like age and sex. The Covered Person who is Totally Disabled must be under the regular care of a Practitioner.

**Triggering Event** means the following dates:

- a) The date an Employee or Dependent loses eligibility for minimum essential coverage including a loss of coverage resulting from the decertification of a qualified health plan by the marketplace. A loss of coverage resulting from nonpayment of premium, fraud or misrepresentation of material fact shall not be a Triggering Event.
- b) The date an Employee acquires a Dependent or becomes a Dependent due to marriage, birth, adoption, placement for adoption, or placement in foster care.
- c) The date an Employee's enrollment or non-enrollment in a qualified health plan is the result of error, misrepresentation or inaction by the federal government.
- d) The date an Employee or eligible Dependent demonstrates to the marketplace that the qualified health plan in which he or she is enrolled substantially violated a material provision of its contract in relation to the enrollee.
- e) The date the Employee or Dependent gains access to new qualified health plans as a result of a permanent move.
- f) The date the Employee or Dependent loses eligibility for Medicaid or NJ FamilyCare.
- g) The date the Employee or Dependent becomes eligible for assistance under a Medicaid or NJ FamilyCare plan.

**Trust Document** means that document that created the Plan and designates the legal ability of the Plan to operate.

**Urgent Care:** Outpatient and Out-of-Hospital medical care which, as determined by the Plan or an entity designated by the Plan, is needed due to an unexpected Illness, Injury or other condition that is not life threatening, but that needs to be treated by a Provider within 24 hours.

**Urgent Care Claim:** An Urgent Care Claim is any claim for medical care which, if denied, in the opinion of the Covered Person or his/her Provider, will cause serious medical consequences in the near future, or subject the Covered Person to severe pain that cannot be managed without the medical services that have been denied.

**Value-Based Program:** 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.

**Vision Survey:** A survey and analysis performed by a Practitioner acting within the scope of his/her license, including, but not limited to: a case history; complete refraction; coordination measurements and tests; visual field charting; and prescription of lenses, as needed.

**Visit:** An occasion during which treatment or consultation services are rendered in a Provider's office, in the Outpatient department of an eligible Facility, or by a Provider on the staff of (or under contract or arrangement with) a Home Health Agency to provide covered Home Health Care services or supplies.

**Waiting Period** means the period of time between the date of hire with your sponsoring employer and the date when you become eligible for coverage. The sponsoring employer has determined the appropriate Waiting Period for its eligible employees to be the first of the month following 0, 30, or 60 days of continuous employment. The Waiting Period cannot exceed 90 days.

**We, Us and Our:** The Plan.

**You, Your, Yours:** An Employee.

## SCHEDULE OF COVERED SERVICES AND SUPPLIES

**BENEFITS FOR COVERED SERVICES OR SUPPLIES UNDER THIS PLAN ARE SUBJECT TO ANY AND ALL DEDUCTIBLE(S), COPAYMENT(S), COINSURANCE(S) AND MAXIMUM(S) STATED IN THIS SCHEDULE AND ARE DETERMINED PER BENEFIT PERIOD BASED ON THE ALLOWANCE, UNLESS OTHERWISE STATED.**

**NOTE: BENEFITS WILL BE REDUCED FOR NON-COMPLIANCE WITH THE UTILIZATION REVIEW AND MANAGEMENT PROVISIONS OF THIS PLAN.**

**REFER TO THE "EXCLUSIONS" AND "SUMMARY OF COVERED SERVICES AND SUPPLIES" SECTIONS OF THIS BOOKLET TO SEE WHAT SERVICES AND SUPPLIES ARE NOT COVERED.**

**The Plan will provide the coverage described in this Schedule of Covered Services and Supplies.** That coverage is subject to the terms, conditions, limitations and exclusions stated in this Booklet.

Services and supplies provided by an In-Network Provider are covered at the In-Network level.

Please note that you may be responsible for paying charges which exceed the Allowance, when services are rendered by an Out-of-Network Provider.

<b>Coinsurance In-Network</b>	<b>100%</b> of Covered Basic Charges. <b>100%</b> of Covered Supplemental Charges.
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<b>Coinsurance Out-of-Network</b>	<b>No Benefit</b>
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### **Deductible (Does not apply to Preventive Care):**

#### **In-Network**

**Single Coverage:** \$1,700 per Benefit Period.

**Multiple Coverage:** \$3,400 per Benefit Period.

#### **Out-of-Network**

**No benefit.**

### **Maximum Out-of-Pocket Limit MOOP:**

#### **In-Network**

**Single Coverage:** \$4,500 per Benefit Period.

**Multiple Coverage:** \$9,000 per Benefit Period.

**Out-of-Network**

**No Benefit.**

The In-Network and Out-of-Network Out-of-Pocket maximums are combined.

Note: The Out-of-Pocket Maximum cannot be met with Non-Covered Charges.

**Per-Admission Copay**                      **\$250** Per Day for 1st 5 days. 2 admissions per Benefit  
Applies to In-Network only.              Period maximum.

**Common Accident Deductible** - If two or more Covered Persons in the same family are injured in the same accident, only one Deductible will be applied in a Benefit Period to the Covered Services and Supplies due to the accident.

**Prior Carrier Deductible Carry-Over** - Charges for Covered Services and Supplies which met any portion of a Deductible required for the final Benefit Period under the Employer's prior group health benefits contract will be applied to meet all or any portion of the initial Deductible under this Plan.

**BENEFIT PERIOD MAXIMUM**

**In-Network**                      **Unlimited.** Applies to all Covered Services and Supplies.

**Out-of-Network**              **No Benefit.**

**PER LIFETIME MAXIMUM**

**In-Network**                      **Unlimited.** Applies to all Covered Services and Supplies.

**Out-of-Network**              **No Benefit.**

**A. COVERED BASIC SERVICES AND SUPPLIES**

**ACUPUNCTURE**

**In-Network**                      Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network**              No Benefit.

**ALLERGY TESTING AND TREATMENT**

**In-Network**                      Subject to Deductible, and **100%** Coinsurance. Subject to a **\$50.00** Copayment only if an office visit is charged.

**Out-of-Network**              No Benefit.

## **AMBULATORY SURGICAL CENTER**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

## **ANESTHESIA**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

## **APPROVED CANCER CLINICAL TRIAL**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

## **AUDIOLOGY SERVICES**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

## **BIRTHING CENTERS**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

## **BREASTFEEDING SUPPORT**

**In-Network** Subject to **100%** Coinsurance.

**Out-of-Network** No Benefit.

## **CONTRACEPTIVES**

**In-Network** Subject to **100%** Coinsurance

**Out-of-Network** No Benefit.

## **DENTAL CARE AND TREATMENT**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

**DIAGNOSIS AND TREATMENT OF AUTISM AND OTHER DEVELOPMENTAL DISABILITIES**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

**DIAGNOSTIC X-RAY AND LAB**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

In-Network MRI/Cat scan services subject to Deductible, **\$150** Copayment and **100%** Coinsurance.

Out-of-Network MRI/Cat scan services- No Benefit.

**DIALYSIS CENTER CHARGES**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

**EMERGENCY ROOM**

**In-Network** Subject to Deductible, **\$150.00** Copayment and **100%** Coinsurance.

**Out-of-Network** No Benefit.

Out-of-Network emergency visits are covered at the In-Network level for a true emergency diagnosis. Out-of-network non-emergency visits are not covered.

**FACILITY CHARGES** 365 days Inpatient Hospital Care.

**In-Network**  
**Inpatient** Subject to Preapproval, Deductible, Per Admission Copay, and **100%** Coinsurance.

**In-Network**  
**Outpatient** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network  
Inpatient** No benefit.

**Out-of-Network  
Outpatient** No Benefit.

#### **FERTILITY SERVICES**

**In-Network** Subject to Preapproval. Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

#### **HEARING AIDS AND RELATED SERVICES (Not applicable to hearing screening and monitoring for newborns, covered elsewhere.)**

**In-Network** For the purchase of a hearing aid, benefits subject to Deductible and **100%** Coinsurance.

Hearing aids for Covered Persons are subject to a maximum of one hearing aid for each hearing-impaired ear every 24 months

For other covered related services, benefits subject to Deductible, payable the same as for an office Visit to a PCP/Practitioner who is a doctor specializing in: family practice; general practice; internal medicine; pediatrics.

**Out-of-Network** No Benefit.

#### **HOME HEALTH AGENCY CARE**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

#### **HOSPICE CARE**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

#### **INPATIENT PHYSICIAN SERVICES**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

## **MASTECTOMY BENEFITS**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

## **MATERNITY/OBSTETRICAL CARE**

**In-Network** Subject to Deductible, **\$25.00** Copayment for the initial visit, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

## **MATERNITY CARE FOR CHILD DEPENDENTS**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

## **MEDICAL EMERGENCY AND MEDICAL SCREENING EXAMINATIONS**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

## **MENTAL HEALTH CONDITIONS**

### **a. INPATIENT**

**In-Network** Subject to Preapproval, Deductible, Per Admission Copay, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

### **b. OUTPATIENT AND OUT-OF-HOSPITAL**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

### **c. PARTIAL HOSPITALIZATION**

**In-Network** 2 partial days = 1 inpatient day. Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

**d. INPATIENT MEDICAL VISITS**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

**e. GROUP THERAPY**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

**NUTRITIONAL COUNSELING**

**In-Network** Subject to Deductible, **\$50.00** Copayment and **100%** Coinsurance. Subject to **3** visit Benefit Period Maximum.

**Out-of-Network** No Benefit.

**ORALLY ADMINISTERED ANTI-CANCER PRESCRIPTION DRUGS**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

**PRACTITIONER'S CHARGES FOR NON-SURGICAL CARE AND TREATMENT**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

**PRACTITIONER'S CHARGES FOR SURGERY**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

**PRE-ADMISSION TESTING**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

**PREVENTIVE CARE**

**In-Network Preventive Care Services shall not be subject to any Deductible, Copayment or Coinsurance.**

**a. GYNECOLOGICAL EXAMINATIONS**

**In-Network** Subject to **100%** Coinsurance.

**Out-of-Network** No Benefit.

Limited to one per Benefit Period. No referral needed.

**b. MAMMOGRAPHY**

**In-Network** Subject to **100%** Coinsurance.

**Out-of-Network** No Benefit.

Limited to one per Benefit Period. No referral needed.

**c. PAP SMEARS**

**In-Network** Subject to **100%** Coinsurance.

**Out-of-Network** No Benefit.

Limited to one per Benefit Period. No referral needed.

**d. ROUTINE PHYSICALS AND IMMUNIZATIONS**

**In-Network** Subject to **100%** Coinsurance.

**Out-of-Network** No Benefit.

**e. WELL CHILD CARE**

**In-Network** Subject to **100%** Coinsurance.

**Out-of-Network** No Benefit.

**f. WELL CHILD IMMUNIZATIONS, LEAD POISONING SCREENING AND TREATMENT, NEWBORN HEARING SCREENING AND MONITORING**

**In-Network** Subject to **100%** Coinsurance.

**Out-of-Network** No Benefit.

**g. ROUTINE PROSTATE CANCER SCREENING**

**In-Network** Subject to **100%** Coinsurance.

**Out-of-Network** No Benefit.

Limited to one per Benefit Period. No referral needed.

**h. COLORECTAL CANCER SCREENING**

**In-Network** Subject to **100%** Coinsurance.

**Out-of-Network** No Benefit.

**i. NEWBORN HEARING SCREENING**

**In-Network** Subject to **100%** Coinsurance.

**Out-of-Network** No Benefit.

**In addition to the preventive benefits described above, the Plan shall cover the following preventive services:**

**j. Evidenced based items or services that have a rating of “A” or “B” in the current recommendations of the United States Preventive Task Force regarding breast cancer screening, mammography, and prevention of breast cancer shall be considered the most current other than those issued in or around November 2009;**

**k. Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the individuals involved;**

**l. With respect to infants, children and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration; and**

**m. With respect to women, such additional preventive care and screenings, not described in paragraph 1 above, as provided for in comprehensive guidelines supported by the Health Resources and Services Administration.**

**The Plan shall update new recommendations to the preventive benefits listed above at the schedule established by the Secretary of Health and Human Services.**

**PRIMARY CARE PHYSICIAN**

**In-Network** Subject to Deductible, **\$25.00** Copayment and **100%** Coinsurance.

**Out-of-Network** No Benefit.

**PROSTHETIC OR ORTHOTICS APPLIANCES**

**In-Network only** Benefits payable are the same as for an office Visit to a Provider who is a doctor specializing in: family practice, general practice, internal medicine, or pediatrics.

**SECOND OPINION CHARGES**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

**SKILLED NURSING FACILITY CHARGES**

**In-Network** Subject to Deductible, and **100%** Coinsurance. Subject to a **100** day maximum per Benefit Period.

**Out-of-Network** No Benefit.

**SPECIALIST SERVICES**

**In-Network** Subject to Deductible, **\$50.00** Copayment and **100%** Coinsurance.

**Out-of-Network** No Benefit.

**SURGICAL SERVICES**

**Inpatient**  
**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Inpatient**  
**Out-of-Network** No Benefit.

**Outpatient**  
**In-Network** Subject to Deductible, **\$150** Copayment and **100%** Coinsurance.

**Outpatient**  
**Out-of-Network** No Benefit.

**TELEMEDICINE MEDICAL SERVICES, PROVIDED BY HORIZON CAREONLINE**

**In-Network** Subject to Deductible, and **\$10.00** Copayment.

**Out-of-Network** No Benefit.

**TELEMEDICINE BEHAVIORAL HEALTH SERVICES, PROVIDED BY HORIZON CAREONLINE**

**In-Network** Subject to Deductible, and **\$10.00** Copayment.

**Out-of-Network** No Benefit.

### **THERAPEUTIC MANIPULATIONS**

**In-Network** Subject to Deductible, **\$25.00** Copayment and **100%** Coinsurance.

Subject to a **30** Visit maximum per Benefit Period.

**Out-of-Network** No Benefit.

### **THERAPY SERVICES**

#### **1. CHELATION THERAPY**

##### **In-Network**

##### **Professional Office Care PCP**

Subject to Deductible, **\$50.00** Copayment and **100%** Coinsurance.

##### **Specialist**

Subject to Deductible, **\$50.00** Copayment and **100%** Coinsurance.

##### **Professional Care (Outpatient)**

Subject to Deductible, and **100%** Coinsurance.

##### **Out-of-Network**

No Benefit.

#### **2. CHEMOTHERAPY**

##### **In-Network**

##### **Professional Office Care PCP**

Subject to Deductible, and **100%** Coinsurance.

##### **Specialist**

Subject to Deductible, and **100%** Coinsurance.

##### **Professional Care (Outpatient)**

Subject to Deductible, and **100%** Coinsurance.

##### **Out-of-Network**

No Benefit.

**3. COGNITIVE REHABILITATION THERAPY**

**In-Network**

**Professional Office Care  
PCP**

Subject to Deductible, **\$50.00** Copayment and **100%** Coinsurance.

**Specialist**

Subject to Deductible, **\$50.00** Copayment and **100%** Coinsurance.

**Professional Care  
(Outpatient)**

Subject to Deductible, and **100%** Coinsurance.

Subject to a **60** Visit maximum per Benefit Period.

**Out-of-Network**

No Benefit.

**4. DIALYSIS TREATMENT**

**In-Network**

**Professional Office Care  
PCP**

Subject to Deductible, and **100%** Coinsurance.

**Specialist**

Subject to Deductible, and **100%** Coinsurance.

**Professional Care  
(Outpatient)**

Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network**

No Benefit.

**5. INFUSION THERAPY**

**In-Network**

**Professional Office Care  
PCP**

Subject to Deductible, and **100%** Coinsurance.

**Specialist**

Subject to Deductible, and **100%** Coinsurance.

**Professional Care  
(Outpatient)**

Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network**

No Benefit.

**6. OCCUPATIONAL THERAPY**

**In-Network**

**Professional Office Care  
PCP**

Subject to Deductible, **\$50.00** Copayment and **100%** Coinsurance.

**Specialist**

Subject to Deductible, **\$50.00** Copayment and **100%** Coinsurance.

**Professional Care  
(Outpatient)**

Subject to Deductible, and **100%** Coinsurance.

Subject to a **60** Visit maximum per Benefit Period. The 60 Visit maximum does not apply to certain mental health diagnosis, including the treatment of autism.

**Out-of-Network**

No Benefit.

**7. PHYSICAL THERAPY**

**In-Network**

**Professional Office Care  
PCP**

Subject to Deductible, **\$50.00** Copayment and **100%** Coinsurance.

**Specialist**

Subject to Deductible, **\$50.00** Copayment and **100%** Coinsurance.

**Professional Care  
(Outpatient)**

Subject to Deductible, and **100%** Coinsurance.

Subject to a **60** Visit maximum per Benefit Period. The 60 Visit maximum does not apply to certain mental health diagnosis, including the treatment of autism.

**Out-of-Network**

No Benefit.

**8. RADIATION TREATMENT**

**In-Network**

**Professional Office Care  
PCP**

Subject to Deductible, and **100%** Coinsurance.

**Specialist**

Subject to Deductible, and **100%** Coinsurance.

**Professional Care  
(Outpatient)**

Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network**

No Benefit.

**9. RESPIRATION THERAPY**

**In-Network**

**Professional Office Care  
PCP**

Subject to Deductible, **\$50.00** Copayment and **100%** Coinsurance.

**Specialist**

Subject to Deductible, **\$50.00** Copayment and **100%** Coinsurance.

**Professional Care  
(Outpatient)**

Subject to Deductible, and **100%** Coinsurance.

Subject to a **30** Visit maximum per Benefit Period.

**Out-of-Network**

No Benefit.

**10. SPEECH THERAPY**

**In-Network**

**Professional Office Care  
PCP**

Subject to Deductible, **\$50.00** Copayment and **100%** Coinsurance.

**Specialist**

Subject to Deductible, **\$50.00** Copayment and **100%** Coinsurance.

**Professional Care  
(Outpatient)**

Subject to Deductible, and **100%** Coinsurance.

Subject to a **60** Visit maximum per Benefit Period. The 60 Visit maximum does not apply to certain mental health diagnosis, including the treatment of autism.

**Out-of-Network**

No Benefit.

**TRANSPLANT BENEFITS**

**In-Network**

Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network**

No Benefit.

**VISION CARE**

**In-Network**

Subject to Deductible, **\$50.00** Copayment and **100%** Coinsurance.

**Out-of-Network**

No Benefit.

Limited to one Eye Examination and one Vision Survey per Benefit Period. Hardware coverage limited to **\$50** in a two calendar year period.

**WILM'S TUMOR**

**In-Network**

Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network**

No Benefit.

## **B. COVERED SUPPLEMENTAL SERVICES AND SUPPLIES**

### **AMBULANCE SERVICES**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

### **BLOOD**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

### **CHARGES FOR THE TREATMENT OF HEMOPHILIA**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

### **DIABETES BENEFITS**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

### **DURABLE MEDICAL EQUIPMENT**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

### **HOME INFUSION THERAPY**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

### **INHERITED METABOLIC DISEASE**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

### **NON-PRESCRIPTION SUPPLIES**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

**OXYGEN AND ADMINISTRATION**

**In-Network** Subject to Deductible, and **100%** Coinsurance.

**Out-of-Network** No Benefit.

**PHYSICAL REHABILITATION**

**Inpatient In-Network** Subject to Deductible, and **100%** Coinsurance.

**Inpatient Out-of-Network** No Benefit.

**PRESCRIPTION DRUGS** (Please see “Supplemental Prescription Drug Benefits” in the SUMMARY OF SERVICES AND SUPPLIES SECTION of this Booklet.)

**Retail In and Out - of – Network**-The Prescription Drug Copayments that will apply to Prescription Drugs obtained from an In-Network or Out-of-Network Pharmacy will be as follows:

<b>In-Network and Out-of-Network Prescription Drug Copayments</b>	<b>\$15.00</b> Preferred Generic Prescription Drugs <b>\$35.00</b> Preferred Brand Name Drugs (including single-source drugs.) <b>\$50.00</b> Non-Preferred Prescription Drugs
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**NOTE: COPAYMENTS CANNOT BE SENT TO YOUR MEDICAL PLAN FOR REIMBURSEMENT.**

For Prescription Orders for Prescription Drugs Determined by Horizon BCBSNJ to be Medically Necessary, one Copayment will be applied for each 30 day supply. Copayments shall be based upon the day supply as follows:

1 to 30 day supply – 1 Copayment

31 to 60 day supply -2 Copayments

61 to 90 day supply -3 Copayments

Prescription Orders for Prescription Drugs Determined to be Medically Necessary by Horizon BCBSNJ may be sold in supplies of up to a 90 day supply.

**Prior Authorization may be required on Specialty Pharmaceuticals.**

The Prescription Drug Copayments that will apply to Prescription Drugs obtained from a Mail Order Pharmacy will be as follows:

<b>Prescription Drug Copayments</b>	<b>\$30.00</b> Preferred Generic Prescription Drugs
	<b>\$70.00</b> Preferred Brand Name Drugs (including single-source drugs)
	<b>\$100.00</b> Non-Preferred Prescription Drugs

Specialty Pharmaceuticals are not available from Mail Order Pharmacies.

For Prescription Mail Orders, the quantity dispensed will be limited to a supply of up to 90 consecutive days. One copayment, as outlined above, will be applied to each Prescription Mail Order. Refills, as authorized under a Prescription Order, will be subject to the same limitations.

### **PRIVATE DUTY NURSING**

<b>In-Network</b>	Subject to Deductible, and <b>100%</b> Coinsurance. Subject to a <b>30</b> visit Benefit Period maximum.
<b>Out-of-Network</b>	No Benefit.

### **SPECIALIZED NON-STANDARD INFANT FORMULAS**

<b>In-Network</b>	Subject to Deductible, and <b>100%</b> Coinsurance.
<b>Out-of-Network</b>	No Benefit.

### **WIGS**

<b>In-Network and Out-of-Network</b>	Subject to Deductible, and <b>100%</b> Coinsurance.
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Subject to **\$500** maximum per Benefit Period.

## GENERAL INFORMATION

### How To Enroll

If you meet your Employer's eligibility rules, including any Waiting Period established by the Employer, you may enroll by completing an enrollment form. If you enroll your eligible Dependents at the same time, their coverage will become effective on the same date as your own. Except as otherwise provided below, if you or an eligible Dependent is not enrolled within 31 days after becoming eligible for the coverage under this Plan, that person is deemed a Late Enrollee.

Under IRS regulations, you are eligible to enroll in the **HSA option** only if:

- you are not covered under another medical plan (such as your spouse's plan),
- you are not eligible for Medicare benefits, and
- you are not claimed as a dependent on another person's tax return.

Members are responsible for their compliance with IRS regulations.

### Your Identification (ID) Card

You will receive an ID card, digitally or hardcopy, to show to the Hospital, physician or other Provider when you receive services or supplies. Your ID card shows: (a) the group through which you are enrolled; (b) your type of coverage; and (c) your ID number. All of your covered Dependents share your identification number as well.

If you receive a hardcopy, always carry this card and use your ID number when you or a Dependent receive(s) Covered Services or Supplies. If you lose your card, you can still use your coverage if you know your ID number. The inside back cover of this Booklet has space to record your ID number, along with other information you will need when asking about your benefits. You should, however, contact your benefits representative quickly to replace the lost card.

You cannot let anyone other than you or a Dependent use your card or your coverage.

### When Employee Coverage Starts

An Employee must be working his or her regular number of hours, on the date his or her coverage is scheduled to start. And he or she must have met all the conditions of eligibility which apply to him or her.

The Employee must elect to enroll and agree to make the required payments, if any, within 30 days of the Employee's Eligibility Date. If he or she does this within 30 days of the Employee's Eligibility Date, his coverage is scheduled to start on the Employee's Eligibility Date. Such Employee's Eligibility Date is the Effective Date of an Employee's coverage.

If the Employee does this more than 30 days after the Employee's Eligibility Date, Association Member Trust will consider the Employee a Late Enrollee.

### **Eligible Employees**

Subject to the conditions of Eligibility and to all of the other conditions of the Plan, all of the Policyholder's Employees who are in an eligible class will be eligible if the Employees are Actively at work, or Full Time Employees except those who are absent due to disability or a health status factor.

### **Types Of Coverage Available**

You may enroll under one of the following types of coverage:

- **Single** – provides coverage for you only.
- **Family** – provides coverage for you, your Spouse or Domestic Partner and your Child Dependents.
- **Husband and Wife/Two Adults** – provides coverage for you and your Spouse or Domestic Partner only.
- **Parent and Child(ren)** – provides coverage for you and your Child Dependents, but not your Spouse or Domestic Partner.

### **Change In Type Of Coverage**

If you want to change your type of coverage, see your benefits representative. If you marry, you should arrange for enrollment changes within 31 days before or after your marriage.

If: (a) you gain or lose a member of your family; or (b) someone covered under this Plan changes family status, you should check this Booklet to see if coverage should be changed. This can happen in many ways, e.g., due to the birth or adoption of a child, divorce, or death of a Spouse.

### **For example:**

- If you already are enrolled under Family or Parent and Child(ren) coverage, your newborn infant is automatically covered for the initial 60 days after birth. However, a new enrollment form must be completed and forwarded by your employer to the Association Member Trust within 60 days of birth;
- If you have Husband and Wife or Domestic Partners coverage, your newborn is automatically covered for sickness or injury for 60 days, but you must apply for Family coverage within 60 days of the birth for coverage to continue beyond the 60th day;
- If you have Single coverage, your newborn is automatically covered for sickness or injury for 60 days, but you must apply for Parent/Child(ren) coverage within 60

days of the birth for coverage to continue beyond the 60th day;

- If you have Single coverage and marry, or acquire a Domestic Partner, your new Spouse or Domestic Partner will be covered from the date you marry or meet the rules for covering Domestic Partners if you apply for Husband and Wife or Family coverage within 31 days.

Except as provided below, anyone who does not enroll within a required time will be considered a Late Enrollee. Late Enrollees may enroll only during the next open-enrollment month. Coverage will be effective as of the open-enrollment date.

### **Eligible Retirees**

1. The participating Employer must have previously established a Retiree health benefit program.
2. The Retiree must have Medicare A & B and other available Medicare coverage.
3. The participating Employer establishes non-discriminatory contribution formula.
4. The participating Employer must remain eligible and be active in Association Member Trust.
5. The Retiree must have been employed by the participating Employer for at least seven (7) years.
6. The Retiree has participated in Employer's group plan for at least three (3) years prior to retirement.
7. The Retiree cannot re-enroll after terminating coverage.
8. If a dependent of a Retiree is eligible to participate as an Employee, such person cannot enroll as a dependent of a Retiree.

### **Enrollment of Dependents**

The Plan cannot deny coverage for your Child Dependent on the grounds that:

- The Child Dependent was born out of wedlock;
- The Child Dependent is not claimed as a dependent on your federal tax return; or
- The Child Dependent does not reside with you or in the Service Area.

If you are the non-custodial parent of a Child Dependent, the Plan will:

- Provide such information to the custodial parent as may be needed for the Child Dependent to obtain benefits through this Plan;
- Permit the custodial parent, or the Provider, with the authorization of the custodial parent, to submit claims for the Child Dependent for Covered Services and Supplies, without

your approval; and

- Make payments on such claims directly to: (a) the custodial parent; (b) the Provider; or (c) the Division of Medical Assistance and Health Services in the Department of Human Services, which administers Medicaid, as appropriate.

If you are a parent who is required by a court or administrative order to provide health coverage for your Child Dependent, the Plan will:

- Permit you to enroll your Child Dependent, without any enrollment restrictions;
- Permit: (a) the Child Dependent's other parent; (b) the Division of Medical Assistance and Health Services; or (c) the Division of Family Development as the State IV-D agency, in the Department of Human Services, to enroll the Child Dependent in this Plan, if the parent who is the Covered Person fails to enroll the Child Dependent; and
- Not terminate coverage of the Child Dependent unless the parent who is the Covered Person provides Horizon BCBSNJ or the Plan with satisfactory written proof that:
  - the court or administrative order is no longer in effect; or
  - the Child Dependent is or will be enrolled in a comparable health benefits plan which will be effective on the date coverage under this Plan ends.

### **Individual Losing Other Coverage**

If you and/or an eligible Dependent are eligible for coverage, but not enrolled, you and/or your Dependent must be allowed to enroll if each of the following conditions is met:

- a. The person was covered under a group or other health plan at the time coverage under this Plan was previously offered.
- b. You stated in writing that coverage under the other plan was the reason for declining enrollment when it was offered.
- c. The other health coverage:
  - (i) was under a COBRA (or other state mandated) continuation provision and the COBRA or other coverage is exhausted; or
  - (ii) was not under such a provision and either: (a) coverage was terminated as a result of: loss of eligibility for the coverage (including as a result of legal separation; divorce; death; termination of employment; or reduction in the number of hours of employment); or (b) employer contributions toward such coverage ended.
- d. Enrollment is requested within 31 days after: (a) the date of exhaustion of the coverage described in item (c)(i) above; or (b) termination of the coverage or employer contributions as described in item (c)(ii) above.

In this case, coverage under this Plan will be effective as of the date that the prior health coverage ended.

### **New Dependents**

If the following conditions are met, the Plan will provide a Dependent Special Enrollment Period during which the Dependent (or, if not otherwise enrolled, you) may enroll or be enrolled:

- a. You are covered under the Plan (or have met any Waiting Period and are eligible to enroll but for a failure to enroll during a previous enrollment period).
- b. The person becomes your dependent through marriage, birth, or adoption (or placement for adoption).

### **Dependent Special Enrollment Period**

The Dependent Special Enrollment Period is a period of no less than 31 days starting on the later of: (a) the date dependent coverage is made available pursuant to this section; or (b) the date of the marriage, birth, or adoption/placement.

### **Special Enrollment Periods**

A period, as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), during which you may enroll yourself and your Dependents for the coverage under this Plan.

#### **Special Enrollment Due to Marriage or Acquiring a Domestic Partner**

You may enroll a new Spouse or Domestic Partner under this Plan. If you are eligible, but previously declined coverage, you are also eligible to enroll at the same time that your Spouse or Domestic Partner is enrolled.

You must request enrollment of your Spouse or Domestic Partner within 31 days after the marriage or acquiring the Domestic Partner.

The coverage becomes effective on the first day of the month after the completed request is received.

#### **Special Enrollment Due to Newborn**

You may enroll a newborn Child Dependent. If you are already enrolled, Horizon BCBSNJ will cover your newborn child for 60 days from the date of birth. Health benefits may be continued beyond such 60-day period by following the requirements stated below:

- (a) You are already enrolled in dependent child coverage on the date the child is born. Coverage automatically continues beyond the initial 60 days, provided the premium required for the coverage is still paid within the 60 days from the date of birth.

- (b) If you are enrolled, but not covered for child coverage on the date the child is born, you must:
- make a written request to enroll the child within 60 days; and
  - contribute toward the premium amount for the coverage within 60 days from the date of birth.

If you do not make the request and the premium is not paid within such 60-day period, the child will be a Late Enrollee.

A Spouse can be enrolled separately, within 31 days, when a Child Dependent is born.

An Employee who is Eligible, but who previously declined coverage under the Contract, can use Special Enrollment due to Newborn. However, these new enrollees will have 31 days from the date of the Newborn birth to make written request to enroll themselves or their newborn dependent(s). The coverage must be effective on the date of birth. Coverage will automatically continue beyond the first 31 days, provided the premium required for the coverage is paid within 31 days from the date of birth.

### **Special Enrollment Due to Adoption**

You may enroll a newly adopted Child Dependent.

Horizon BCBSNJ will cover your newly adopted child for 31 days from the date of completed adoption/placement. Health benefits may be continued beyond such 31-day period as stated below:

- (a) If you are already enrolled in dependent child coverage on the date the child is adopted, coverage automatically continues beyond the initial 31 days, provided the premium required for the coverage is still paid within the 31 days from the date of adoption.
- (b) If you are enrolled, but not covered for child coverage on the date the child is adopted, you must:
- make a written request to enroll the child within 31 days; and
  - contribute toward the premium for the coverage within 31 days from the date of completed adoption.

If you do not make the request and the premium is not paid within such 31-day period, the child will be a Late Enrollee.

A Spouse can be enrolled separately, within 31 days, when a Child Dependent is adopted/placed.

An Employee who is Eligible, but who previously declined coverage under the Contract, can utilize the Special Enrollment due to adoption. These new enrollees have 31 days from the date of the completed adoption/placement to enroll themselves or their newly adopted dependents.

The coverage must be effective on the date of adoption/placement.

**Employee Open Enrollment Period** means the 30-day period each year designated by the Plan holder during which:

- a) Employees and Dependents who are eligible under the Plan but who are Late Enrollees may enroll for coverage under the Plan; and
- b) Employees and Dependents who are covered under Plan may elect coverage under a different Plan, if any, offered by the Plan holder.

Benefit choices made during the Open Enrollment period will become effective based on the Plan's Renewal Date (January 1<sup>st</sup>) and remain in effect for the next twelve months unless there is a change in family status during the year (birth, death, marriage, divorce, adoption, or leave of absence) or loss of coverage due to loss of a Spouse's employment. To the extent previously satisfied coverage Waiting Periods will be considered satisfied when changing from one Plan to another Plan.

Benefit choices for Late Enrollees made during the Open Enrollment period will become effective based on the Plan's Renewal Date (January 1st).

A Plan participant who fails to make an election during Open Enrollment will automatically retain his or her present or comparable coverage if a Plan is eliminated.

### **Multiple Employment**

If you work for both the Employer and an Affiliated Company, or for more than one Affiliated Company, the Plan will treat you as if employed only by one Employer. You will not have multiple coverage.

### **Eligible Dependents**

Your eligible dependents are as follows:

- a) Legal spouse where spouse shall include a Domestic Partner pursuant to P.L. 2003, c. 246;
- b) Dependent child who is under age 26; and
- c) A dependent is not a person who is on active duty in the armed forces of any country.

Under certain circumstances, an incapacitated child is also a Dependent. See the Dependent coverage section of this Plan.

An Employee's "Dependent child" includes:

- a) his or her legally adopted children,
- b) his or her step-child,

- c) the child of his or her Domestic Partner, and
- d) children under a court appointed guardianship.

The Plan treats a child as legally adopted from the time the child is placed in the home for the purpose of adoption. The Plan treats such a child this way whether or not a final adoption order is ever issued.

Coverage will continue for a Child Dependent beyond the age of **26** if, immediately prior to reaching that age: (1) the child is unmarried; and (2) he/she was enrolled under this Plan or another policy/contract and is incapable of self-sustaining employment by reason of intellectual disability or physical handicap. For your handicapped Child Dependent to remain covered, you must submit proof of his/her inability to engage in self-sustaining employment by reason of intellectual disability within 31 days of the child's attainment of age **26**. The proof must be in a form that meets our approval. Such proof must be resubmitted every two years within 31 days before or after the Child Dependent's birth date.

If your child was enrolled as a handicapped dependent under previous coverage with your Plan and there has been no interruption in coverage, the child may be covered as an eligible dependent under this Program, regardless of age.

### **When Coverage Ends**

Your coverage ends on the last day of the benefit month in which your enrollment in this program ends, or on the last day of the benefit month for which required contributions have been paid by your employer or yourself, or the date this program ends.

Coverage for a dependent will end when your coverage ends; or on the last day of the benefit month in which the dependent fails to meet the definition of a dependent; or the date this program ends.

Coverage for your spouse will end on the date of your spouse's death, at the end of the benefit month in which you divorce, at the end of the benefit month in which you notify us to delete your spouse from coverage, or failure by you or your employer to make timely payment of any required contributions.

Coverage for a child dependent ends upon the earliest of the following: the last day of the calendar month in which the child reaches age 26, or failure by you or your employer to make timely payment of any required contributions.

Coverage for a handicapped child dependent will end on the last day of the benefit month in which the earliest of the following occurs; the termination of your coverage, the failure of your child dependent to satisfy the definition of a child dependent for any reason other than age, and the termination of your child dependent's inability to engage in self-sustaining employment by reason of intellectual disability or physical handicap, or failure by you or your employer to make timely payment of any required contributions.

## **Benefits After Termination**

If you or a Dependent are confined as an Inpatient in a Facility on the date coverage ends, the Plan's benefits will be paid, subject to the Plan's terms, for Covered Services and Supplies furnished during the uninterrupted continuation of that stay, but only to the extent they would otherwise be available.

## **If You Leave Your Group Due To Total Disability**

If you lose your job or become ineligible due to Total Disability, you can arrange to continue the Plan's coverage for you and your covered Dependents, if any, if:

- You were continuously enrolled under the Plan for the three months immediately prior to the date your employment or eligibility ended;
- You notify your Employer in writing that you want to continue your coverage (within 31 days of the date your coverage would otherwise end);
- You make any required contribution for the continued coverage.

The continued coverage under this Plan for you and your covered Dependents, if any, will end at the first of these to occur:

- Failure by you to make timely payment of any contribution required by your Employer. If this happens, coverage stops at the end of the period for which contributions were made.
- The date you become employed and eligible for benefits under another group health plan; or, in the case of a Dependent, the date the Dependent becomes employed and eligible for such benefits.
- The date this Plan ends for the class of which you were a member.
- In the case of a Dependent, the date that he/she ceases to be an eligible Dependent.

If you are a Totally Disabled former employee whose group coverage (including coverage for any eligible dependents) has been continued without interruption in accordance with state law, through the employer's prior health carrier, you will also be eligible for coverage under this program. Such coverage will be continued until you no longer meet the eligibility requirements described above.

Totally Disabled means, except as otherwise defined in this Booklet, a condition wherein an Employee, due to Accidental Injury, Illness or Disease: (a) cannot perform any duty of any occupation for which he or she is, or may be, suited by education, training and experience; and (b) is not, in fact, engaged in any occupation for wage or profit. A Dependent is Totally Disabled if he or she cannot engage in the normal activities of a person in good health and/or of like age and sex. The Covered Person who is Totally Disabled must be under the regular care of a Practitioner.

## **Extension Of Coverage Due To Employer Termination**

If you or any of your dependents are Totally Disabled on the date your employer's coverage under this program ends, benefits will continue to be available for that person for covered medical expenses resulting from the sickness or accidental injury that caused the disability during the uninterrupted continuation of the disability. However, benefits will not be extended beyond (1) the date the disability ends, (2) 12 months from the date the employer's coverage ends, or (3) the date the program ends, whichever comes first.

## **Continued Coverage Under The Federal Family And Medical Leave Act**

If you take a leave that qualifies under the Federal Family and Medical Leave Act (FMLA) (e. g., to care for a sick family member, or after the birth or adoption of a Child Dependent), you may continue coverage under this Plan. You may also continue coverage for your Dependents.

You will be subject to the same Plan rules as an Active Employee. But, your legal right to have your Employer pay its share of the required contribution, as it does for Active Employees, is subject to your eventual return to Active work.

Coverage that continues under this law ends at the first to occur of the following:

- The date you again become Active.
- The end of a total leave period of 12 weeks in any 12-month period.
- The date coverage for you or a Dependent would have ended had you not been on leave.
- Your failure to make any required contribution.

Consult your benefits representative for application forms and further details.

## **Continuation of Coverage under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)**

If the Employee is absent from work due to performing service in the uniformed services, this federal law gives the Employee the right to elect to continue the health coverage under this Plan (for himself/herself and the Employee's Dependents, if any). If the Employee so elects, the coverage can be continued, subject to the payment of any required contributions, until the first to occur of the following:

- The end of the 24-month period starting on the date the Employee was first absent from work due to the service.
- The date on which the Employee fails to return to work after completing service in the uniformed services, or fails to apply for reemployment after completing service in the uniformed services.
- The date on which this Plan ends.

If the Employee elects to continue the coverage, the Employee's contributions for it are determined as follows:

- a) If the Employee's service in the uniformed services is less than 31 days, his/her contribution for the coverage will be the same as if there were no absence from work.
- b) If the service extends for 31 or more days, the Employee's contribution for the coverage can be up to 102% of total cost of coverage.

For the purposes of this provision, the terms "uniformed services" and "service in the uniformed services" have the following meanings:

Uniformed services: The following:

1. The Armed Services.
2. The Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty.
3. The commissioned corps of the Public Health Service.
4. Any other category of persons designated by the President in time of war or national emergency.

Service in the uniformed services: The performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority. This includes:

1. Active duty.
2. Active and inactive duty for training.
3. National Guard duty under federal statute.
4. A period for which a person is absent from employment: (a) for an exam to determine the fitness of the person to perform any such duty; or (b) to perform funeral honors duty authorized by law.
5. Service as: (a) an intermittent disaster-response appointee upon activation of the National Disaster Medical System (NDMS); or (b) a participant in an authorized training program in support of the mission of the NDMS.

### **Continued Coverage For Surviving Dependents**

Eligible dependents of a deceased employee may have coverage continued under this program for at least 6 months after the employee's death or your eligibility for Medicare Benefits. See your enrollment official for further details and to arrange to make any required premium payments through the group.

## **Continuation of Care**

Horizon BCBSNJ shall provide written notification to each Covered Person at least 30 business days prior to the termination or withdrawal from Horizon BCBSNJ's provider network of a Covered Person's personal care physician (PCP) and any other physician or Provider from which the Covered Person is currently receiving a course of treatment, as reported to Horizon BCBSNJ. The 30 day prior notice may be waived in cases of immediate termination of a health care professional based on breach of contract by the health care professional, a Determination of fraud, or where Horizon BCBSNJ's medical director is of the opinion that the health care professional is an imminent danger to the patient or the public health, safety or welfare.

Horizon BCBSNJ shall assure continued coverage of covered services at the contract price by a terminated health care professional for up to four (4) months in cases where it is Medically Necessary for the Covered Person to continue treatment with the terminated health care professional. In the case of pregnancy of a Covered Person, coverage of services by the terminated health care professional shall continue to the postpartum evaluation of the Covered Person, up to 6 weeks after the delivery. With respect to pregnancy, Medical Necessity shall be deemed to have been demonstrated. In the event that a Covered Person is receiving post-operative follow-up care, Horizon BCBSNJ shall continue to cover services rendered by the health care professional for the duration of the treatment for up to (not to exceed) 6 months. In the event that a Covered Person is receiving oncological treatment or psychiatric treatment, Horizon BCBSNJ shall continue to cover services rendered by the health care professional for the duration of the treatment for up to (not to exceed) one year. In the event that the above services are provided in an acute care facility, Horizon BCBSNJ will continue to provide coverage for services rendered by the health care professional regardless of whether the acute care facility is under contract or agreement with Horizon BCBSNJ.

Services shall be provided to the same extent as provided while the health care professional was employed by or under contract with Horizon BCBSNJ. Reimbursement for services shall be pursuant to the same schedule used to reimburse the health care professional while the health care professional was employed by or under contract with Horizon BCBSNJ.

In the event a Covered Person is admitted to a health care facility on the date that this Plan is terminated, Horizon BCBSNJ shall continue to provide benefits for the Covered Person until the date of the Covered Person's discharge from the health care facility, or exhaustion of the Covered Person's benefits under this Plan, whichever occurs first.

Horizon BCBSNJ shall not provide continued services in those instances in which the health care professional has been terminated based upon the opinion of Horizon BCBSNJ's medical director that the health care professional is an imminent danger to a patient or to the public health, safety and welfare, a Determination of fraud, or a breach of contract by the health care professional. The Determination of Medical Necessity of a Covered Person's continued treatment with a health care professional shall be subject to the appeal procedures set forth in Section IV, Claims Procedure. Horizon BCBSNJ shall not be liable for any inappropriate treatment provided to a Covered Person by a health care professional who is no longer employed by or under contract with Horizon BCBSNJ.

If Horizon BCBSNJ refers a Covered Person Out-of-Network, the service or supply shall be covered as an In-Network service or supply such that Horizon BCBSNJ is fully responsible for payment to the health care professional and the Covered Person is only responsible for any applicable in-network copayment, coinsurance or deductible for the service or supply.

### **Continuation of Coverage under COBRA (For Employers with 20 or more employees)**

A federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), requires that most employers sponsoring a group health plan ("Plan") offer Employees and their families covered under their health plan the opportunity for a temporary extension of health coverage (called "COBRA continuation coverage") in certain instances where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of the rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator to Plan Participants who become Qualified Beneficiaries under COBRA.

### **What is COBRA continuation coverage?**

COBRA continuation coverage is group health insurance coverage that certain employers must offer to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates for up to a statutory-mandated maximum period of time or until they become ineligible for COBRA continuation coverage, whichever occurs first. The right to COBRA continuation coverage is triggered by the occurrence of one of certain enumerated events that result in the loss of coverage under the terms of the employer's Plan (the "Qualifying Event"). The coverage must be identical to the Plan coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

### **Who is a Qualified Beneficiary?**

In general, a Qualified Beneficiary is:

- (i) Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the Plan coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

- (ii) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage. If, however, an individual is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the Plan coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.
- (iii) A covered Employee who retired on or before the date of substantial elimination of Plan coverage which is the result of a bankruptcy proceeding under Title 11 of the U.S. Code with respect to the Employer, as is the Spouse, surviving Spouse or Dependent child of such a covered Employee if, on the day before the bankruptcy Qualifying Event, the Spouse, surviving Spouse or Dependent child was a beneficiary under the Plan.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a qualified beneficiary, then a Spouse or Dependent child of the individual is not considered a Qualified Beneficiary by virtue of the relationship to the individual.

### **What is a Qualifying Event?**

A Qualifying Event is any of the following if the Plan provides that the Plan participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

- (i) The death of a covered Employee.
- (ii) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
- (iii) The divorce or legal separation of a covered Employee from the Employee's Spouse.
- (iv) A covered Employee's enrollment in the Medicare program.
- (v) A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (e.g., attainment of the maximum age for dependency under the Plan).
- (vi) A proceeding in bankruptcy under Title 11 of the U.S. Code with respect to an Employer from whose employment a covered Employee retired at any time.

If the Qualifying Event causes the covered Employee, or the Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event (or in the case of the bankruptcy of the Employer, any substantial elimination of coverage under the Plan occurring within 12 months before or after the date the bankruptcy proceeding commences), the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of the COBRA law are also met.

The taking of leave under the Family and Medical Leave Act of 1993 ("FMLA") does not constitute a Qualifying Event. A Qualifying Event occurs, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

### **What is the election period and how long must it last?**

An election period is the time period within which the Qualified Beneficiary can elect COBRA continuation coverage under the Employer's Plan. A Plan can condition availability of COBRA continuation coverage upon the timely election of such coverage. An election of COBRA continuation coverage is a timely election if it is made during the election period. The election period must begin not later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and must not end before the date that is 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage.

There may be other coverage options for the Employee, Spouse or a Dependent child of the covered Employee. Due to the enactment of the Patient Protection and Affordable Care Act, the Employee will be able to buy coverage through the Health Insurance Marketplace. In the Marketplace, the Employee could be eligible for a new kind of tax credit that lowers his or her monthly premiums right away, and the Employee can see what his or her premium, deductibles, and out-of-pocket costs will be before the Employee makes a decision to enroll. Being eligible for COBRA does not limit the Employee's eligibility for coverage for a tax credit through the Marketplace. Additionally, the Employee may qualify for a special enrollment opportunity for another group health plan for which the Employee is eligible (such as a spouse's plan), even if the plan generally does not accept late enrollees, if the Employee requests enrollment within 30 days.

**Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?**

In general, the Employer or Plan Administrator must determine when a Qualifying Event has occurred. However, each covered Employee or Qualified Beneficiary is responsible for notifying the Plan Administrator of the occurrence of a Qualifying Event that is:

- (i) A Dependent child's ceasing to be a Dependent child under the generally applicable requirements of the Plan.
- (ii) The divorce or legal separation of the covered Employee.

The Plan is not required to offer the Qualified Beneficiary an opportunity to elect COBRA continuation coverage if the notice is not provided to the Plan Administrator within 60 days after the later of: the date of the Qualifying Event, or the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event.

**Is a waiver before the end of the election period effective to end a qualified beneficiary's election rights?**

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Employer or Plan Administrator, as applicable.

**When may a Qualified Beneficiary's COBRA continuation coverage be terminated?**

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (i) The last day of the applicable maximum coverage period.
- (ii) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- (iii) The date upon which the Employer ceases to provide group health benefit coverage through AMT.
- (iv) The date, after the date of the election, that the Qualified Beneficiary first enrolls in the Medicare program (either part A or part B, whichever occurs earlier).

- (v) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
  - (a) (i) 29 months after the date of the Qualifying Event, or
    - (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or
  - (b) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

#### **What is the maximum coverage periods for COBRA continuation coverage?**

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

- (i) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.
- (ii) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries other than the covered Employee ends on the later of:
  - (a) 36 months after the date the covered Employee becomes enrolled in the Medicare program; or
  - (b) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.

- (iii) In the case of a bankruptcy Qualifying Event, the maximum coverage period for a Qualified Beneficiary who is the retired covered Employee ends on the date of the retired covered Employee's death. The maximum coverage period for a Qualified Beneficiary who is the Spouse, surviving Spouse or Dependent child of the retired covered Employee ends on the earlier of the date of the Qualified Beneficiary's death or the date that is 36 months after the death of the retired covered Employee.
- (iv) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.
- (v) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

### **Under what circumstances can the maximum coverage period be expanded?**

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event.

### **How does a Qualified Beneficiary become entitled to a disability extension?**

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage.

### **Can a Plan require payment for COBRA continuation coverage?**

Yes. For any period of COBRA continuation coverage, a Plan can require the payment of an amount that does not exceed 102% of the applicable premium except the Plan may require the payment of an amount that does not exceed 150% of the applicable premium for any period of COBRA continuation coverage covering a disabled qualified beneficiary that would not be required to be made available in the absence of a disability extension. A group health plan can terminate a qualified beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made to the Plan with respect to that qualified beneficiary.

**Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?**

Yes. The Plan is also permitted to allow for payment at other intervals.

**What is Timely Payment for payment for COBRA continuation coverage?**

Timely Payment means payment that is made to the Plan by the date that is 30 days after the first day of that period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, a Plan cannot require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is sent to the Plan.

**Must a qualified beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?**

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan must, during the 180- day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

**STATE MANDATED CONTINUATION OPTIONS  
(For Employers with 2 - 19 Employees)**

**NEW JERSEY GROUP CONTINUATION RIGHTS (NJGCR)**

**Important Notice**

Except as stated below, under this section, "Qualified Continuee" means any person who, on the day before any event which would qualify him or her for continuation under this section, is covered for group health benefits under this Policy as:

- a) a full-time covered Employee;
- b) the spouse of a full-time covered Employee; or
- c) the Dependent child of a full-time covered Employee.

Exception: A Newly Acquired Dependent, where birth, adoption, or marriage occurs after the Qualifying Event is also a “Qualified Continuee” for purposes of being included under the Employee’s continuation coverage.

### **If An Employee's Group Health Benefits Ends**

If an Employee's group health benefits end due to his or her termination of employment or reduction of work hours to fewer than 25 hours per week, he or she may elect to continue such benefits for up to 18 months, unless he or she was terminated for cause. The Employee’s spouse and Dependent children may elect to continue benefits even if the Employee does not elect continuation for himself or herself.

A Qualified Continuee may elect to continue coverage under NJGCR even if the Qualified Continuee:

- a) is covered under another group plan on or before the date of the NJGCR election; or
- b) is entitled to Medicare on or before the date of the NJGCR election.

The continuation:

- a) may cover the Employee and/or any other Qualified Continuee; and
- b) is subject to the “When Continuation Ends” section.

### **Extra Continuation for Disabled Qualified Continuees**

If a former Employee who is a Qualified Continuee is determined to be disabled under Title II or Title XVI of the United States Social Security Act on the date his or her group health benefits would otherwise end due to the termination of employment or reduction of work hours to fewer than 25 hours per week or during the first 60 days of continuation coverage, he or she may elect to extend his or her 18-month continuation period for himself or herself and any Dependents who are Qualified Continuees for up to an extra 11 months.

To elect the extra 11 months of continuation, the Qualified Continuee must give the Carrier written proof of Social Security's determination of his or her disability before the earlier of:

- a) the end of the 18 month continuation period; and
- b) 60 days after the date the Qualified Continuee is determined to be disabled.

If, during this extra 11 month continuation period, the Qualified Continuee is determined to be no longer disabled under the Social Security Act, he or she must notify the Carrier within 31 days of such determination, and continuation will end, as explained in the “When Continuation Ends” section.

An additional 50% of the total premium charge also may be required from the Qualified Continuee by the Employer during this extra 11 month continuation period.

### **If An Employee Dies While Insured**

If an Employee dies while insured, any Qualified Continuee whose group health benefits would otherwise end may elect to continue such benefits. The continuation can last for up to 36 months, subject to the “When Continuation Ends” section.

### **If An Employee's Marriage or Domestic Partnership Ends**

If an Employee's marriage ends due to legal divorce or legal separation or termination of a Domestic Partnership, any Qualified Continuee whose group health benefits would otherwise end may elect to continue such benefits. The continuation can last for up to 36 months, subject to the “When Continuation Ends” section.

### **If A Dependent Loses Eligibility**

If a Dependent child's group health benefits end due to his or her loss of dependent eligibility as defined in this Policy, other than the Employee's coverage ending, he or she may elect to continue such benefits for up to 36 months, subject to When Continuation Ends

### **The Employer's Responsibilities**

Upon loss of coverage due to termination of employment or reduction in work hours, the Employer must notify the former employee in writing, of:

- a) his or her right to continue this Policy's group health benefits;
- b) the monthly premium he or she must pay to continue such benefits; and
- c) the times and manner in which such monthly payments must be made.

Upon being advised of the death of the Employee, divorce, termination of Domestic Partnership or Dependent child's loss of eligibility, the Employer should notify the Qualified Continuee in writing, of:

- a) his or her right to continue this Policy's group health benefits;
- b) the monthly premium he or she must pay to continue such benefits; and
- c) the times and manner in which such monthly payments must be made.

### **Election of Continuation**

To continue his or her group health benefits, the Qualified Continuee must give the Employer written notice that he or she elects to continue. An election by a minor Dependent Child can be made by the Dependent Child's parent or legal guardian. This must be done within 30 days of the date coverage ends. The first month's premium must be paid within 30 days of the date the Qualified Continuee elects continued coverage.

The subsequent premiums must be paid to the Employer, by the Qualified Continuee, in advance, at the times and in the manner specified by the Employer.

The monthly premium will be the total rate which would have been charged for the group health benefits had the Qualified Continuee stayed insured under this Policy on a regular basis. It includes any amount that would have been paid by the Employer. Except as explained in the “Extra Continuation for Disabled Qualified Continuees” section, an additional charge of two percent of the total premium charge may also be required by the Employer.

If the Qualified Continuee does not give the Employer notice of his or her intent to continue coverage, or fails to pay any required premiums in a timely manner, he or she waives his or her continuation rights.

### **Grace in Payment of Premiums**

A Qualified Continuee's premium payment is timely if, with respect to the first payment after the Qualified Continuee elects to continue, such payment is made no later than 30 days after such election. In all other cases, such premium payment is timely if it is made within 31 days of the date it is due.

### **The Continued Coverage**

The continued coverage shall be identical to the coverage provided to similarly situated active Employees and their Dependents under the Employer’s plan. If coverage is modified for any group of similarly situated active Employees and their Dependents, the coverage for Qualified Continuees shall also be modified in the same manner. Evidence of insurability is not required for the continued coverage.

### **When Continuation Ends**

A Qualified Continuee's continued group health benefits end on the first of the following:

- a) with respect to continuation upon the Employee's termination of employment or reduction of work hours, the end of the 18 month period which starts on the date the group health benefits would otherwise end;
- b) with respect to a Qualified Continuee who has elected an additional 11 months of continuation due to his or her own disability, the end of the 29 month period which starts on the date the group health benefits would otherwise end. However, if the Qualified Continuee is no longer disabled, coverage ends on the later of:
  - the end of the 18-month period; or
  - the first day of the month that begins more than 31 days after the date on which a final determination is made that a disabled Qualified Continuee is no longer disabled under Title II or Title XVI of the United States Social Security Act;

- c) with respect to continuation upon the Employee's death, the Employee's legal divorce or legal separation or termination of the Domestic Partnership or the end of an insured Dependent's eligibility, the end of the 36 month period which starts on the date the group health benefits would otherwise end;
- d) the date the Employer ceases to provide any health benefits plan to any active Employee or Qualified Continuee;
- e) the end of the period for which the last premium payment is made; or
- f) the date he or she first becomes entitled to Medicare.

### **Conversion Coverage**

If health care coverage under this Program for your spouse ends due to divorce, the spouse may apply to Horizon BCBSNJ for individual non-group health care coverage if he/she meets the following condition.

He/she must apply to Horizon BCBSNJ in writing no later than 31 days after his/her coverage under this program ends.

The spouse does not need to prove he/she is in good health. However, any health exception, limitation or exclusion which applied to her/him under this Program will be carried over to the conversion coverage. The coverage available will be in accordance with Horizon BCBSNJ's underwriting requirements in effect on the day Horizon BCBSNJ receives the spouse's application. The coverage will be at least equal to the basic benefits provided in contracts then being issued by your Plan to new non-group applicants of the same age and family status.

The new coverage is called "conversion coverage." The conversion coverage, if provided, may be different than the coverage provided by this Program. Details of the conversion coverage available will be given upon your or your spouse's request.

If Horizon BCBSNJ determines the spouse is entitled to conversion coverage (according to the rules set forth above), it will go into effect on the day after the spouse's coverage under this Program ends, provided the application is submitted timely and the premium for the conversion coverage is paid when due.

### **OVER-AGE DEPENDENT COVERAGE**

#### **Eligible Dependents**

An Employee's child by blood or law who:

- a) has reached the limiting age of 26 but less than 30 years of age;
- b) is not married;
- c) has no Dependents of his or her own;
- d) is either a resident of New Jersey or is enrolled as a full-time student at an Accredited School; and
- e) is not covered under any other group or individual health benefits plan, group health plan, church plan or health benefits plan, and is not entitled to Medicare.

## **Enrollment Requirement**

To continue group health benefits, the Over-Age Dependent must make written election to Association Member Trust.

For a Dependent whose coverage has not yet terminated due to the attainment of age 26, as applicable, the written election must be made within 30 days prior to termination of coverage due to the attainment of age 26.

For a person who did not qualify as an Over-Age Dependent because he or she failed to meet all the requirements of an Over-Age Dependent, but who subsequently meets all of the requirements for an Over-Age Dependent, written election must be made within 30 days after the person first subsequently meets all of the requirements for an Over-Age Dependent.

This election opportunity is explained in greater detail as follows:

- a) If a person did not qualify because he or she was married, the notice must be given within 30 days of the date he or she is no longer married.
- b) If a person did not qualify because he or she had a Dependent of his or her own, the election must be made within 30 days of the date he or she no longer has a Dependent.
- c) If a person did not qualify because he or she either was not a resident of New Jersey or was not a full-time student at an Accredited school, the election must be made within 30 days of the date he or she becomes a resident of New Jersey, or becomes a full-time student at an accredited school.
- d) If a person did not qualify because he or she was covered under any other group or individual health benefits plan, group health plans, church plan or health benefits plan, or was entitled to Medicare, the election must be made within 30 days of the date he or she is no longer covered under any other group or individual health benefits plan, group health plan, church plan or health benefits plan, or is no longer entitled to Medicare.

An Over-Age Dependent may make written election to continue coverage during a 30 day period beginning on each anniversary date of the date the dependent lost coverage due to attaining the limiting age, provided he or she meets the definition of an "Over-Age Dependent" during that 30 day period.

A person who qualifies as an Over-Age Dependent as of May 12, 2006, having reached the limiting age under a group plan and lost coverage under such group plan prior to May 12, 2006, may give written notice of an election for continued coverage at any time beginning May 12, 2006 and continuing until May 11, 2007.

The effective date of the continued coverage will be the first of the month following the later of:

- a) the date the Over-Age Dependent gives written notice to Association Member Trust; or
- b) the date the Over-Age Dependent pays the first premium; or
- c) the date the Dependent would otherwise lose coverage due to attainment of the limiting age.

### **When Over-Age Dependent Coverage Ends**

An Over-Age Dependent's continued group health benefits end on the first of the following:

- a) The date the Over-Age Dependent:
  - 1. attains age 30;
  - 2. marries;
  - 3. acquires a Dependent;
  - 4. is no longer either a resident of New Jersey or enrolled as a full-time student at an Accredited School; or
  - 5. becomes covered under any other group or individual health benefits plan, group health plan, church plan or health benefits plan, or becomes entitled to Medicare.
- b) The end of the period for which premium has been paid for the Over-Age Dependent.
- c) The date the Plan ceases to provide coverage to the Over-Age Dependent's parent who is the Employee under the Plan.
- d) The date the Plan under which the Over-Age Dependent elected to continue coverage is amended to delete coverage for Dependents.
- e) The date the Over-Age Dependent's parent who is covered as an Employee under the Plan waives Dependent coverage. Except, if the Employee has no other Dependents, the Over-Age Dependent's coverage will not end as a result of the Employee waiving Dependent coverage.

Coverage for an Over-Age dependent is single coverage. Any Deductible, Coinsurance and/or Copayments paid by an Over-Age Dependent is independent of any Deductible, Coinsurance and/or Copayments paid by the Over-Age Dependents parents, or siblings. Any provision in the Group Plan allowing for a family deductible or a family Maximum Out of Pocket does not apply to the coverage for the Over-Age Dependent.

The following plan provisions do not apply to Over Age Dependents:

- a) COBRA CONTINUATION RIGHTS,**
- b) NEW JERSEY GROUP CONTINUATION RIGHTS,**
- c) A TOTALLY DISABLED EMPLOYEE'S RIGHT TO CONTINUE GROUP HEALTH BENEFITS,**

- d) AN EMPLOYEE’S RIGHT TO CONTINUE GROUP HEALTH BENEFITS DURING A FAMILY LEAVE OF ABSENCE,**
- e) A DEPENDENT’S RIGHT TO CONTINUE GROUP HEALTH BENEFITS,**
- f) CONVERSION RIGHTS FOR DIVORCED SPOUSES,**
- g) COORDINATION OF BENEFITS AND SERVICES.**

### **Medical Necessity And Appropriateness**

We will make payment for benefits under this Plan only when:

- Services are performed or prescribed by your attending physician;
- Services, in our judgment, are provided at the proper level of care (Inpatient; Outpatient; Out-of-Hospital; etc.);
- Services or supplies are Medically Necessary and Appropriate for the diagnosis and treatment of an Illness or Injury.

**THE FACT THAT YOUR ATTENDING PHYSICIAN MAY PRESCRIBE, ORDER, RECOMMEND OR APPROVE A SERVICE OR SUPPLY DOES NOT, IN ITSELF, MAKE IT MEDICALLY NECESSARY AND APPROPRIATE FOR THE DIAGNOSIS AND TREATMENT OF AN ILLNESS OR INJURY OR MAKE IT AN ELIGIBLE MEDICAL EXPENSE.**

### **Cost Containment**

If it has been determined that an eligible service can be provided in a medically acceptable, cost-effective alternative setting, we reserve the right to provide benefits for such a service when it is performed in that setting.

### **Managed Care Provisions**

#### **Choosing a PCP**

A Covered Person is encouraged, but not required, to choose a PCP from the Horizon BCBSNJ Managed Care Provider Directory when he/she first obtains this coverage.

The choice of a PCP or other Practitioner is solely up to a Covered Person. However, the availability of a particular Practitioner cannot be guaranteed.

If the PCP chosen cannot accept more patients, the Covered Person will be notified and given a chance to make another PCP selection.

## **Changing a PCP**

A Covered Person must contact Horizon BCBSNJ to select a new PCP from the Network.

Horizon BCBSNJ will process the form within 30 days. Horizon BCBSNJ will then send a Covered Person a letter that confirms the selection and indicates the date that the change is effective.

Until the Covered Person receives this letter, he/she must continue to use the current PCP. But, if the current PCP is no longer in the Network, the Covered Person may start to use the new PCP right away.

## **Member Services**

The Member Services Representatives who staff Horizon BCBSNJ Member Services Departments are there to answer Covered Persons' questions about the Plan and to assist in managing their care. To contact Member Services, a Covered Person should call the number on his/her Identification (ID) Card.

## **Referral Forms**

Referrals are not required by this Plan.

## **Miscellaneous Provisions**

- a. This Plan is intended to pay for Covered Services and Supplies as described in this Booklet. The Plan does not provide the services or supplies themselves, which may, or may not, be available.
- b. The Plan is only required to provide its Allowance for Covered Services and Supplies, to the extent stated in the Plan. The Plan has no other liability.
- c. Benefits are to be provided in the most cost-effective manner practicable. If the Plan determines that a more cost-effective manner exists, the Plan reserves the right to require that care be rendered in an alternate setting as a condition of providing payment for benefits.

## **YOUR HORIZON DIRECT ACCESS PROGRAM**

Your Horizon Direct Access Program provides you with the freedom to choose any Provider; however, your choice of Providers will determine how your benefits are paid. Benefits provided by In-Network Providers will be paid at a higher benefit level than benefits provided for an Out-of-Network Provider. You will be responsible for any Deductible, Coinsurance and Copayments that apply; however, if you use In-Network Providers, you will not have to file claims. In-Network Providers will accept our payment as payment in full. Out-of-Network Providers may balance bill to charges, and you will generally need to file claims to receive benefits.

Horizon Direct Access members have access to the BlueCard PPO network when they require medical care outside of New Jersey. Out-of-state providers that contract with their local Blue Cross and Blue Shield PPO network will be paid at the In-Network level of benefits.

Your Plan shares the cost of your health care expenses with you. This section explains what you pay, and how Deductibles, Coinsurance and Copayments work together.

Note: Coverage will be reduced if a Covered Person does not comply with the Utilization Review and Management and Prior Authorization requirements contained in this Plan.

### **BENEFIT PROVISIONS**

#### **THE DEDUCTIBLE**

The services and supplies covered under the Plan (except Preventive Care services) are subject to a Deductible (as described below) which must be met during a Benefit Period before any benefits are payable. There are separate Deductibles for Single Coverage and for Other than Single Coverage. After an applicable Deductible is met, the Covered Services and Supplies are further subject to any applicable Copayment or Coinsurance described in the Schedule of Covered Services and Supplies.

#### **Single Coverage (Applies When Only the Employee Is Covered)**

Each Benefit Period, each Covered Person covered for Single Coverage must have Covered Charges that exceed the Deductible for Single Coverage before the Plan pays any benefits to that person. The Deductibles are shown in the Schedule of Covered Services and Supplies. The applicable Deductible cannot be met with Non-Covered Charges. And only Covered Charges Incurred by the Covered Person while covered by the Plan can be used to meet the applicable Deductible.

A Covered Charge can be used to meet each of the Single Coverage Deductibles, until the In-Network Single Coverage Deductible is met.

Once the applicable Deductible is met, the Plan pays benefits for other Covered Charges above the Deductible Incurred by that Covered Person, less any applicable Copayments or Coinsurance, for the rest of that Benefit Period. But all charges must be Incurred while that person is covered by the Plan. And what the Plan pays is based on all of the Plan's terms.

**For Other than Single Coverage (Applies when the Employee and at least one other family member [collectively, the “Covered Family”]) are covered.**

Each Benefit Period, each Covered Family must have Covered Charges that exceed the Deductible before the Plan pays any benefits to or for any member of that family. The Deductibles are shown in the Schedule of Covered Services and Supplies. The applicable Deductible cannot be met with Non-Covered Charges. And only Covered Charges Incurred by the Covered Family while covered by the Policy can be used to meet the applicable Deductible.

A Covered Charge can be used to meet each of the Multiple Coverage Deductibles, until the In-Network Multiple Coverage Deductible is met.

Once one or more members of a Covered Family have Incurred a combined total of Covered Charges toward the applicable Deductible equal to the Other than Single Coverage Deductible, Plan pays benefits for other Covered Charges Incurred by those members, less any applicable Copayments or Coinsurance, for the rest of that Benefit Period. But all charges must be Incurred while those members are covered by the Plan. And what the Plan pays is based on all of the Plan’s terms.

**OUT-OF-POCKET MAXIMUM**

**Single Coverage (Applies when only the Employee is covered)**

This Program limits the amount that an Employee has to pay “out-of-pocket” during a Benefit Period for Covered Services and Supplies. This “Out-of-Pocket Maximum” is described in the “Schedule of Covered Services and Supplies” (the Schedule).

Once the Employee has Incurred, during a Benefit Period, an amount of Covered Charges for which no benefits have been paid or are payable equal to a Single Coverage Out-of-Pocket Maximum, Horizon BCBSNJ will pay 100% of any additional Covered Charges Incurred by the Employee for the rest of that year.

Any Covered Charge used to meet the Single Coverage Deductibles can also be used to meet the In-Network Out-of-Pocket Maximum. Otherwise, however, only unpaid In-Network Covered Charges can be used to meet the In-Network maximum.

**Multiple Coverage (Applies when the Employee and at least one other family member are covered)**

This Program limits the amount that the covered members of a family have to pay “out-of-pocket” during a Benefit Period for Covered Services and Supplies. This “Out-of-Pocket Maximum” is described in the “Schedule of Covered Services and Supplies” (the Schedule).

Once the covered members of a family individually or collectively have Incurred, during a Benefit Period, an amount of Covered Charges for which no benefits have been paid or are payable equal to a Multiple Coverage Out-of-Pocket Maximum, the Plan will pay 100% of any additional Covered Charges Incurred by those members for the rest of the year.

However, if one covered member of the family meets the In-Network or Out-of-Network Single Coverage Out-of-Pocket Maximum during a Calendar Year before the family has met the In-Network or Out-of-Network Multiple Coverage Out-of-Pocket Maximum, then that family member will be deemed to have met the applicable Multiple Coverage Out-of-Pocket Maximum for that Calendar Year and the payment arrangement described in the second paragraph will start to apply for that member's In-Network or Out-of-Network coverage, as the case may be.

An Out-of-Pocket Maximum cannot be met with Non-Covered Charges. But solely for the purposes of this subsection, a Covered Person's or covered family's Prescription Drug Cost Share Amount shall be applied towards the applicable In-Network Out-of-Pocket Expense Maximum under this Program.

### **Payment Limits**

The Plan limits what it will pay for certain types of charges. See the Schedule of Covered Services and Supplies for these limits.

### **Benefits From Other Plans**

The benefits the Plan will provide may also be affected by benefits from Medicare and other health benefit plans.

### **If This Plan Replaces Another Plan**

The Employer that provides this Plan may have purchased it to replace a prior plan of group health benefits.

The Covered Person may have Incurred charges for Covered Charges under that prior plan before it ended. If so, these Covered Charges will be used to meet this Plan's Deductible if:

- a. they were Incurred during the Benefit Period in which this Plan starts;
- b. this Plan would have paid benefits for them, if this Plan had been in effect;
- c. the Covered Person was covered by the prior plan when it ended and enrolled in this Plan on its Effective Date; and
- d. this Plan starts right after the prior plan ends.

## **SUMMARY OF COVERED SERVICES AND SUPPLIES**

This section lists the types of services and supplies that the Plan will consider as Covered Services or Supplies, up to its Allowance and subject to all the terms of this Plan. These terms include, but are not limited to, Medical Necessity and Appropriateness, Utilization Review and Management features, the Schedule of Covered Services and Supplies, benefit limitations and exclusions.

### **A. COVERED BASIC SERVICES AND SUPPLIES**

#### **Acupuncture**

This Plan covers Covered Services and Supplies for Acupuncture when the services are given prior authorization by Horizon BCBSNJ, determined to be medically necessary and appropriate, performed for anesthetic purposes and prescribed and performed within the scope of a licensed Practitioner.

#### **Allergy Testing and Treatment**

This Plan covers allergy testing and treatment, including routine allergy injections and immunizations but not if solely for the purpose of travel or as a requirement of a Covered Person's employment.

#### **Ambulatory Surgery**

This Plan covers Ambulatory Surgery performed in a Hospital Outpatient department or Out-of-Hospital, a Practitioner's office or an Ambulatory Surgical Center in connection with covered surgery.

#### **Anesthesia**

This Plan covers anesthetics and their administration.

#### **Approved Cancer Clinical Trials**

The coverage described in this provision applies to Covered Persons who are eligible to participate in an approved clinical trial, Phase I, II, III and/or IV according to the trial protocol with respect to the treatment of cancer or another life threatening condition. The Plan will provide coverage for the clinical trial if the Covered Person's practitioner is participating in the clinical trial and has concluded that the Covered Person's participation would be appropriate; or the Covered Person provides medical and scientific information establishing that his or her participation in the clinical trial would be appropriate.

The Plan provides coverage of routine patient costs for items and services furnished in connection with participation in the clinical trial.

The Plan will not deny a qualified Covered Person participation in an approved clinical trial with respect to the treatment of cancer or another life threatening disease or condition. The Plan will not deny or limit or impose additional conditions on the coverage of routine patient costs for items and services furnished in connection with participation in the clinical trial. The Plan will not discriminate against the Covered Person on the basis of the Covered Person's participation in the clinical trial.

### **Audiology Services**

This Plan covers audiology services rendered by a physician or licensed audiologist or licensed speech-language pathologist. The services must be: (a) determined to be Medically Necessary and Appropriate; and (b) performed within the scope of the Practitioner's practice.

### **Birthing Centers**

Deliveries in Birthing Centers, in many cases, are deemed an effective cost-saving alternative to Inpatient Hospital care. At a Birthing Center, deliveries take place in "birthing rooms," where decor and furnishings are designed to provide a more natural, home-like atmosphere.

All care is coordinated by a team of certified nurse-midwives and pediatric nurse-practitioners. Obstetricians, pediatricians and a nearby Hospital are available in case of complications. Prospective Birthing Center patients are carefully screened. Only low-risk pregnancies are accepted. High-risk patients are referred to a Hospital maternity program.

The Birthing Center's services, including pre-natal, delivery and post-natal care, will be covered in full. If complications occur during labor, delivery may take place in a Hospital because of the need for emergency and/or Inpatient care. If, for any reason, the pregnancy does not go to term, the Plan will not provide payment to the Birthing Center.

### **Breastfeeding Support**

This Plan covers lactation support, counseling and consultation and the rental or purchase of breastfeeding equipment as described in this provision. Coverage is provided in conjunction with each birth and continues for the entire period of breastfeeding. Charges covered under this provision are not subject to the Deductible or Coinsurance or Copayment, if any.

This Plan covers breastfeeding equipment as follows:

- a) Purchase of single user breast pump which can be a double electric breast pump, or if requested by the Covered Person a manual pump. Such coverage does not require a prescription for the equipment nor are pre-authorization or evidence of medical necessity required. We also cover necessary repairs or replacement of the pump.
- b) Rental or purchase of a multi-user breast pump, as recommended by a Practitioner who is a licensed health care provider. We may require a letter of medical necessity from a Practitioner.

- c) Purchase of two breast pump kits; appropriate size breast pump flanges and other lactation accessories as recommended by a Practitioner.

The Plan covers lactation counseling and lactation consultation without pre-authorization, referral or prescription as follows:

- a) In person, one-on-one services at a hospital, office, home or any other location
- b) Telephonic lactation assistance in addition to the services described in item a) above.
- c) Group lactation counseling including educational classes and support groups, in addition to the services described in item a) above.

### **Contraceptives**

This Plan covers prescription contraceptives which require a Practitioner's prescription and which are approved by the United States Food and Drug Administration for that purpose. In addition, this Plan covers over-the-counter contraceptive drugs which are approved by the United States Food and Drug Administration for that purpose without a prescription.

- a) This Plan covers the following services, drugs, devices and procedures when obtained from or provided by network providers:
  - 1. Contraceptive drugs, devices or products approved by the United States Food and Drug Administration; or
  - 2. Therapeutic equivalents of contraceptive drugs, devices or products that are approved by the United States Food and Drug Administration.
  - 3. The medical necessity for contraceptive drugs, devices or products shall be as determined by the Covered Person's Practitioner.
- b) Voluntary sterilization of a Covered Person whether male or female;
- c) Patient education and counseling on contraception for a Covered Person;
- d) Services related to the administration and monitoring of drugs, devices, products and services covered under this Contraceptives provision, including, but not limited to:
  - 1. Management of side effects;
  - 2. Counseling for continued adherence to a prescribed regimen;
  - 3. Device insertion and removal;

4. Coverage of alternative contraceptive drugs, devices or products the Covered Person's practitioner determines are medically necessary; and
5. Diagnosis and treatment services provided pursuant to or as a follow-up to services covered under this Contraceptive provision.

With respect to the first dispensing of a specific contraceptive, coverage is provided for a three-month period. For a subsequent dispensing of that same contraceptive, whether or not the first dispensing was covered under this Policy, coverage is provided for a six-month period, except as stated below.

Exception: If the six-month period would extend beyond December 31, coverage will be reduced such that the period ends as of December 31.

Coverage under this Contraceptives provision is provided without the application of any deductible, coinsurance or copayment.

Exception: With respect to a male Covered Person, coverage of male sterilization and male contraceptives is subject to the minimum deductible permitted for a high deductible health plan under section 223(c)(2)(A) of the Internal Revenue Code.

### **Dental Care and Treatment**

This Plan covers:

- a. the diagnosis and treatment of oral tumors and cysts; and
- b. the surgical removal of bony impacted teeth; and
- c. Surgical and non-Surgical treatment of temporomandibular joint dysfunction syndrome (TMJ) in a Covered Person. But, this Plan does not cover charges for orthodontia, crowns or bridgework. "Surgery", if needed, includes the pre-operative and post-operative care connected with it.

This Plan also covers charges for the treatment of Injury to sound natural teeth or the jaw that are incurred within 12 months after the accident. But, this is only if the Injury was not caused, directly or indirectly, by biting or chewing. Treatment includes replacing sound natural teeth lost due to Injury. But, it does not include orthodontic treatment.

For a Covered Person who is severely disabled or who is a Child Dependent under age six, coverage shall also be provided for the following:

- a. general anesthesia and Hospital Admission for dental services; or
- b. dental services rendered by a dentist, regardless of where the dental services are rendered, for medical conditions that: (a) are covered by this Plan; and (b) require a Hospital Admission for general anesthesia.

This coverage shall be subject to the same Utilization Review and Management rules imposed upon all Inpatient stays.

### **Diagnosis and Treatment of Autism and Other Developmental Disabilities**

The Plan provides coverage for charges for the screening and diagnosis of autism and other Developmental Disabilities.

If a Covered Person's primary diagnosis is autism or another Developmental Disability, the Plan provides coverage for the following Medically Necessary and Appropriate Therapy Services, as prescribed in a treatment plan. These are habilitative services in that they are provided to develop rather than restore a function. The therapy services are

- a) Occupational therapy where occupational therapy refers to treatment to develop a Covered Person's ability to perform the ordinary tasks of daily living;
- b) Physical therapy where physical therapy refers to treatment to develop a Covered Person's physical function; and
- c) Speech therapy where speech therapy refers to treatment of a Covered Person's speech impairment.

The therapy services covered under this provision do not reduce the available therapy visits available under the **Therapy Services** provision. The therapy services covered under this provision are not subject to Pre-Approval as may be required under the Therapy Services provision.

If a Covered Person's primary diagnosis is autism, in addition to coverage for the therapy services as described above, the Plan also covers medically necessary behavioral interventions based on the principles of applied behavior analysis and related structured behavioral programs as prescribed through a treatment plan.

The treatment plan(s) referred to above must be in writing, signed by the treating physician, and must include: a diagnosis, proposed treatment by type, frequency and duration; the anticipated outcomes stated as goals; and the frequency by which the treatment plan will be updated. Horizon BCBSNJ may request additional information if necessary to determine the coverage under this Plan. Horizon BCBSNJ may require the submission of an updated treatment plan once every six months unless Horizon BCBSNJ and the treatment physician agree to more frequent updates.

If a Covered Person:

- a) Is eligible for early intervention services through the New Jersey Early Intervention System; and
- b) Has been diagnosed with autism or other Developmental Disability; and
- c) Received physical therapy, occupational therapy, speech therapy, applied behavior analysis or related structured behavior services

The portion of the family cost share attributable to such services is a Covered Charge under this Plan. The deductible, coinsurance or copayment as applicable to a non-specialist physician visit for treatment of an illness or injury will apply to the family cost share.

The therapy services a Covered Person receives through New Jersey Early Intervention do not reduce the therapy services otherwise available under this **Diagnosis and Treatment of Autism and Other Disabilities** provision.

### **Diagnostic X-rays and Lab Tests**

This Plan covers diagnostic X-ray and lab tests.

### **Emergency Room**

This Plan covers services provided by a Hospital emergency room to treat a Medical Emergency or provide a Medical Screening Examination. Each time a Covered Person uses the Hospital emergency room, he/she must pay a Copayment, as shown in the Schedule of Covered Services and Supplies. But, this does not apply if the Covered Person is admitted to the Hospital within 24 hours.

### **Facility Charges**

This Plan covers Hospital semi-private room and board and Routine Nursing Care provided by a Hospital on an Inpatient basis. The Plan limits what it covers each day to the room and board limit shown in the Schedule of Covered Services and Supplies.

If a Covered Person Incurs charges as an Inpatient in a Special Care Unit, this Plan covers the charges the same way it covers charges for any Illness.

This Plan also covers: (a) Outpatient Hospital services, including services furnished by a Hospital Outpatient clinic; and (b) emergency room care, as described above.

If a Covered Person is an Inpatient in a Facility at the time this Plan ends, this Plan will continue to cover that Facility stay, subject to all other terms of this Plan.

A Covered Person must pay a Per Period of Confinement Deductible as shown in the Schedule of Covered Services and Supplies.

### **Fertility Services**

This Plan covers charges for procedures designed to enhance fertility, including, artificial insemination. However, fertility enhancement treatments, such as in-vitro fertilization, in-vivo fertilization, gamete-intra-fallopian-transfer (GIFT), Zygote Intra-fallopian-transfer (ZIFT), sperm, egg, and/or inseminated eggs procurement and processing and freezing, and storage and thawing of sperm and/or embryos are specifically excluded.

### **Hearing Aids, Cochlear Implants, and Related Services**

This Program covers expenses Incurred for or in connection with the purchase of a hearing aid or hearing aids that have been prescribed or recommended by a Practitioner.

This Plan also covers charges for the cost of treatment related to cochlear implants, including procedures for the implantation of cochlear devices and costs for any parts, attachments, or accessories of the device, including replacement of obsolete external cochlear implant processors.

Such expenses include, but are not limited to, charges Incurred for the following:

- the purchase of the hearing aid;
- hearing tests;
- fittings;
- modifications;
- repairs (but not battery replacement); and
- Cochlear implants and services covered pursuant to the mandate.

All such services shall be deemed to be Basic Services and Supplies.

### **Home Health Agency Care**

This Plan covers Home Health Care services furnished by Home Health Agency.

In order for Home Health Agency charges to be considered Covered Charges, the Covered Person's Admission to Home Health Agency care may be direct to Home Health Agency care with no prior Inpatient Admission.

This Plan does not cover:

- a. services furnished to family members, other than the patient; or
- b. services and supplies not included in the Home Health Care plan; or
- c. services that are mainly Custodial Care.

### **Hospice Care**

Hospice Care benefits will be provided for:

1. part-time professional nursing services of an R.N., L.P.N. or Licensed Viatical Nurse (L.V.N.);

2. home health aide services provided under the supervision of an R.N.;
3. medical care rendered by a Hospice Care Program Practitioner;
4. therapy services;
5. Diagnostic Services;
6. medical and Surgical supplies and Durable Medical Equipment if given Prior Authorization by Horizon BCBSNJ;
7. Prescription Drugs;
8. oxygen and its administration;
9. medical social services;
10. respite care;
11. psychological support services to the Terminally Ill or Injured patient;
12. family counseling related to the patient's terminal condition;
13. dietician services; and
14. Inpatient room, board and general nursing services.

No Hospice Care benefits will be provided for:

1. medical care rendered by the patient's private Practitioner;
2. volunteer services or services provided by others without charge;
3. pastoral services;
4. homemaker services;
5. food or home-delivered meals;
6. Private-Duty Nursing services;
7. dialysis treatment;
8. treatment not included in the Hospice Care Program;
9. services and supplies provided by volunteers or others who do not normally charge for their services;
10. funeral services and arrangements;

11. legal or financial counseling or services; or
12. bereavement counseling; or
13. any Hospice Care services that are not given Prior Authorization by Horizon BCBSNJ.

Respite care benefits are limited to a maximum of ten days per Covered Person per Benefit Period.

"Terminally Ill or Injured" means that the Covered Person's Practitioner has certified in writing that the Covered Person's life expectancy is six months or less.

Hospice care must be furnished according to a written "Hospice Care Program".

### **Inpatient Physician Services**

This Plan provides benefits for Covered Services and Supplies furnished by a physician to a Covered Person who is a registered Inpatient in a Facility.

### **Mastectomy Benefits**

This Plan covers a Hospital stay of at least 72 hours following a modified radical mastectomy and a Hospital stay of at least 48 hours following a simple mastectomy. A shorter length of stay may be covered if the patient, in consultation with her physician, determines that it is Medically Necessary and Appropriate. The patient's Provider does not need to obtain Prior Authorization for prescribing 72 or 48 hours, as appropriate, of Inpatient care. But, any rule of this Plan that the patient or her Provider notify Horizon BSBSNJ about the stay remains in force.

Benefits for these services shall be subject to the same Deductible, Copayments and/or Coinsurance as for other Hospital services covered under this Plan.

### **Maternity/Obstetrical Care**

Pursuant to both federal and state law, covered medical care related to pregnancy; childbirth; abortion; or miscarriage, includes: (a) the Hospital delivery; and (b) a Hospital Inpatient stay for at least 48 hours after a vaginal delivery or 96 hours after a cesarean section. This applies if: (a) the attending physician determines that Inpatient care is Medically Necessary and Appropriate; or (b) if it is requested by the mother (regardless of Medical Necessity and Appropriateness). For the purposes of this subsection and as required by state law, "attending physician" shall include the attending obstetrician, pediatrician or other physician attending the mother or newly born child. For the purposes of this provision and as required by federal law, a Hospital Inpatient stay is deemed to start:

- (a) at the time of delivery; or
- (b) in the case of multiple births, at the time of the last delivery; or
- (c) if the delivery occurs out of the Hospital, at the time the mother or newborn is admitted to

the Hospital.

Services and supplies provided by a Hospital to a newborn child during the initial Hospital stay of the mother and child are covered as part of the obstetrical care benefits. But, if the child's care is given by a different physician from the one who provided the mother's obstetrical care, the child's care will be covered separately.

If they are given Prior Authorization by Horizon BCBSNJ, this Plan also covers Birthing Center charges (see above) made by a Practitioner for: (a) pre-natal care; (b) delivery; and (c) post-partum care for a Covered Person's pregnancy.

### **Maternity Care for Child Dependents**

This Plan covers a Child Dependent's obstetrical care, including any services incident to or resulting from her pregnancy. But, this Plan does not provide coverage for the newborn child of the Child Dependent.

### **Medical Emergency and Medical Screening Examinations**

This Plan provides coverage for Medical Emergencies, including diagnostic X-ray and lab and Urgent Care for medical conditions and Mental Health Conditions, on a 24-hour, 7-day-a-week basis. This Plan provides coverage for eligible services and supplies provided by an In-Network Provider as stated in this Plan for the treatment of a Medical Emergency, whether or not the services or supplies were arranged for or provided by an In-Network Provider.

Horizon BCBSNJ will not cover services and supplies that are not provided for or arranged by Horizon BCBSNJ beyond the time when the patient's condition, in the judgment of the attending physician, is medically stable, no longer requires critical care and the Member can be safely transferred to another In-Network Facility or the care of his Primary Care Physician. Horizon BCBSNJ will Determine the most cost effective and medically beneficial place for follow-up care.

Coverage for Emergency and Urgent Care includes coverage of trauma at any designated level I or II trauma center as Medically Necessary and Appropriate, which shall be continued at least until, in the judgment of the attending physician, the Covered Person is medically stable, no longer requires critical care, and can be safely transferred to another facility. Horizon BCBSNJ shall provide coverage for a medical screening examination provided upon a Covered Person's arrival in a Hospital, as required to be performed by the hospital in accordance with federal law, but only as necessary to determine whether an Emergency Medical Condition exists.

In the event of a potentially life-threatening condition, the 911 emergency response system should be used. Further 911 information is available on your ID card.

### **Mental Health Conditions or Substance Use Disorder**

Except as stated below for the treatment of Substance Use Disorder, the Plan pays benefits for Covered Charges a Covered Person incurs for the treatment of Mental Health Conditions or

Substance Use Disorder subject to the Same Terms and Conditions as apply to other medical or surgical benefits, if such treatment is prescribed by a Practitioner.

Horizon BCBSNJ provides benefits for the treatment of Substance Use Disorder at Network Facilities subject to the following:

- (a) the prospective determination of Medically Necessary and Appropriate is made by the Covered Person's Practitioner for the first 180 days of treatment during each Plan Year and for the balance of the Plan Year the determination of Medically Necessary and Appropriate is made by Horizon BCBSNJ;
- (b) pre-authorization or Pre-Approval are not required for the first 180 days of Inpatient and/or Outpatient treatment during each Plan Year but may be required for Inpatient treatment for the balance of the Plan Year;
- (c) concurrent and retrospective review are not required for the first 28 days of Inpatient treatment during each Plan Year but concurrent and retrospective review may be required for the balance of the Plan Year;
- (d) retrospective review is not required for the first 28 days of intensive Outpatient and partial 93 hospitalization services during each Plan Year but retrospective review may be required for the balance of the Plan Year;
- (e) retrospective review is not required for the first 180 days of Outpatient treatment including Outpatient Prescription Drugs, during each Plan Year but retrospective review may be required for the balance of the Plan Year ; and
- (f) If no In-Network Facility is available to provide in-patient services Horizon BCBSNJ shall approve an in-plan exception and provide benefits for Inpatient services at an Out-of-Network Facility.

The first 180 days per Plan Year assumes 180 Inpatient days whether consecutive or intermittent. Extended Outpatient services such as partial hospitalization and intensive Outpatient are counted as Inpatient days. Any unused Inpatient days may be exchanged for two Outpatient visits.

Inpatient or day treatment may be furnished by any licensed, certified or State approved Facility, including but not limited to:

- (a) a Hospital
- (b) a detoxification Facility licensed under New Jersey P.L. 1975, Chapter 305;
- (c) a licensed, certified or state approved residential treatment Facility under a program which meets the minimum standards of care of The Joint Commission;
- (d) a Mental Health Center;

(e) a Substance Use Disorders Center; or

(f) a combination Mental Health Center and Substance Use Disorders Center.

### **Nutritional Counseling**

This Plan covers charges for nutritional counseling for the management of a medical condition that has a specific diagnostic criteria that can be verified. The nutritional counseling must be prescribed by a Practitioner. This section does not apply to nutritional counseling related to "Diabetes Benefits".

Nutritional Counseling treatments for specific eating disorder diagnoses related to mental health will not be subject to visit limitations, due to the treatment limitation restrictions imposed by the Mental Health Parity and Addiction Equity Act of 2008, and as amended by the Affordable Care Act.

### **Orally Administered Anti-Cancer Prescription Drugs**

As used in this provision, orally administered anti-cancer prescription drugs means Prescription Drugs that are used to slow or kill the growth of cancerous cells and are administered orally. Such anti-cancer Prescription Drugs does not include: (a) those that are prescribed to maintain red or white cell counts, (b) those that treat nausea, or (c) those that are prescribed to support the anti-cancer prescription drugs. Any such Prescription Drugs are covered under the Prescription Drugs provision of the Plan.

This Plan covers orally administered anti-cancer prescription drugs that are Medically Necessary and Appropriate as Network Services and Supplies if the Covered Person is receiving care and treatment from a Network Practitioner who writes the prescription for such Prescription Drugs. The Plan covers orally administered anti-cancer prescription drugs that are Medically Necessary and Appropriate as Non-Network Services and Supplies if the Covered Person is receiving care and treatment from a Non-Network Practitioner who writes the prescription for such Prescription Drugs.

Anti-cancer prescription drugs are covered subject to the terms of the **Prescription Drugs** provision of the Plan as stated above. The Covered Person must pay the Deductible and/or Coinsurance required for Prescription Drugs. Using the receipt from the Pharmacy, the Covered Person may then submit a claim for the anti-cancer prescription drug under this Orally Administered Anti-Cancer Prescription Drugs provision of the Plan.

Upon receipt of such a claim the Plan will compare the coverage for the orally-administered anti-cancer prescription drugs as covered under the Prescription Drugs provision, to the coverage the Plan would have provided if the Covered Person had received intravenously administered or injected anti-cancer medications from the Network or Non-Network Practitioner, as applicable, to determine which is more favorable to the Covered Person in terms of Copayment, Deductible and/or Coinsurance.

If the Plan provides different Copayment, Deductible or Coinsurance for different places of

service, the comparison shall be to the location for which the Copayment, Deductible and Coinsurance is more favorable to the Covered Person. If a Covered Person paid a Deductible and/or Coinsurance under the Prescription Drug provision that exceeds the Copayment, Deductible and/or Coinsurance that would have applied for intravenously administered or injected anti-cancer medications, the Covered Person will be reimbursed for the difference.

### **Orthotic Appliances**

This Plan covers an Orthotic Device that a Covered Person's physician has determined to be medically necessary. An Orthotic Device is a brace or support but does not include fabric and elastic supports, corsets, arch supports, trusses, elastic hose, canes, crutches, cervical collars, dental appliances or other similar devices carried in stock and sold by drug stores, department stores, corset shops or surgical supply facilities.

### **Physical Rehabilitation**

This Plan covers Inpatient treatment in a Physical Rehabilitation Center. Inpatient treatment will include the same services and supplies available to any other Facility Inpatient.

### **Practitioner's Charges for Non-Surgical Care and Treatment**

This Plan covers Practitioner's charges for the non-Surgical care and treatment of an Illness, Injury, Mental Health Conditions or Substance Use Disorders. This includes Medically Necessary pharmaceuticals, which in the usual course of medical practice are administered by a Practitioner, if the pharmaceuticals are billed by the Practitioner or by a Specialty Pharmaceutical Provider.

### **Practitioner's Charges for Surgery**

This Plan covers Practitioners' charges for Surgery. This Plan does not cover Cosmetic Surgery. Surgical procedures include: (a) those after a mastectomy on one or both breasts; (b) reconstructive breast Surgery; and (c) Surgery to achieve symmetry between both breasts.

Coverage is provided for surgical treatment of morbid obesity for one surgical procedure within a two year period, measured from the date of the first surgical procedure to treat morbid obesity, unless a multistage procedure is planned and Horizon BCBSNJ authorizes coverage for such multi-stage procedure. In addition, Horizon BCBSNJ will cover surgery required as a result of complications that may arise from surgical treatment of morbid obesity.

For the purpose of this coverage, morbid obesity means a body mass index that is greater than 40 kilograms per meter squared; or equal to or greater than 35 kilograms per meter squared with a high risk comorbid condition. Body mass index is calculated by dividing the weight in kilograms by the height in meters squared.

### **Pre-Admission Testing Charges**

This Plan covers Pre-Admission diagnostic X-ray and lab tests needed for a planned Hospital

Admission or Surgery. To be covered, these tests must be done on an Outpatient or Out-of-Hospital basis within seven days of the planned Admission or Surgery.

This Plan does not cover tests that are repeated after Admission or before Surgery. But, this does not apply if the Admission or Surgery is deferred solely due to a change in the Covered Person's health.

### **Preventive Care**

This program provides benefits for certain Covered Services and Supplies relating to Preventive Care. Examples of preventive care include, but are not limited to: routine physical examinations, including related laboratory tests and x-rays, immunizations and vaccines, well baby care, pap smears, mammography, screening tests, bone density tests, colorectal cancer screening, and Nicotine Dependence Treatment.

Coverage is limited for each Benefit Period as described in the Schedule of Covered Services and Supplies. The covered Preventive Care benefits are as follows:

#### **a. Gynecological Care and Examinations**

This program covers routine gynecological care and examinations including 1 pap smear per Benefit Period as designated in the Schedule of Covered Services and Supplies.

#### **b. Mammography**

This program covers charges made for mammograms provided to a Covered Person according to the schedule below. Coverage will be provided, subject to all the terms of your group's program, and the following limitations:

The Plan will cover charges for:

- (a) A mammogram exam at such age and intervals as deemed Medically Necessary and Appropriate by the Covered Person's Practitioner if they are under 40 years of age and has a family history of breast cancer or other breast cancer risk factors.
- (b) One baseline mammogram exam for Covered Persons who are 40 years of age.
- (c) One mammogram exam each year for Covered Persons age 40 and over.
- (d) An ultrasound evaluation; magnetic resonance imaging scan; three-dimensional mammography; or other additional testing of an entire breast or breasts after any baseline mammogram exam, if:
  1. The mammogram exam demonstrates extremely dense breast tissue;
  2. The mammogram is abnormal within any degree of breast density, including not dense; moderately dense; heterogeneously dense; or extremely dense breast tissue; or

3. The patient has additional risk factors for breast cancer, including, but not limited to: (1) family history of breast cancer; (2) prior personal history of breast cancer; (3) positive genetic testing; (4) extremely dense breast tissue based on the Breast Imaging Reporting and Data System established by the American College of Radiology; or (5) other indications, as determined by the patient's Practitioner.

(e) **Digital Tomosynthesis Charges**

This Plan covers charges for digital tomosynthesis to detect or screen for breast cancer and for diagnostic purposes as follows:

- (a) When used for the detection and screening for breast cancer in a Covered Person age 40 years and older, the Plan will cover charges for digital tomosynthesis as Preventive Care which means they are covered without application of any Copayment, Deductible and/or Coinsurance, as applicable.

**c. Pap Smears**

This program provides benefits for charges Incurred in conducting a Pap smear. This benefit, except as may be Medically Necessary and Appropriate for diagnostic purposes, shall be limited to one pap smear per Benefit Period.

**d. Routine Physicals and Immunizations**

This program covers routine physical examination(s) and immunizations for you and your Spouse and Dependent Children over the age of twelve as designated in the Schedule of Covered Services and Supplies.

**e. Well-Child Care Benefits**

Benefits are provided for well-child care for your enrolled child dependents through the end of the day before the child attains age thirteen.

**f. Well-Child Immunizations and Lead Poisoning Screening and Treatment**

Well-Child immunizations and lead poisoning screening and treatment are covered without age restriction. In order to be covered under this section:

- a. childhood immunizations must be as recommended by the Advisory Committee on Immunization Practices of the United States Public Health Service and the Department of Health pursuant to Section 7. of P.L. 1995, Ch 316.
- b. screening by blood lead measurement for lead poisoning for children, including confirmatory blood lead testing must be as specified by the Department of Health pursuant to Section 7. of P.L. 1995, Ch 316. Medical evaluation and any necessary follow-up and treatment for lead-poisoned children are also covered.

**g. Prostate Cancer Screening**

This program covers 1 routine office visit per Benefit Period for adult Covered Persons, including a digital rectal examination and a prostate-specific antigen test for adult male Covered Persons over the age of 40.

**h. Colorectal Cancer Screening**

The Plan covers charges made for colorectal cancer screening provided to a Covered Person age 45 or over and to younger Covered Persons who are considered to be high risk for colorectal cancer. Benefits will be paid, subject to all the terms of this Policy, and the following limitations:

Subject to the American Cancer Society guidelines, and medical necessity as determined by the Covered Person's Practitioner in consultation with the Covered Person regarding methods to use, the Plan will cover charges for:

- a) Annual gFOBT (guaiac-based fecal occult blood test) with high test sensitivity for cancer;
- b) Annual FIT (immunochemical-based fecal occult blood test) with high test sensitivity for cancer;
- c) Stool DNA (sDNA) test with high sensitivity for cancer
- d) flexible sigmoidoscopy,
- e) colonoscopy;
- f) contrast barium enema;
- g) Computed Tomography (CT) Colonography
- h) any combination of the services listed in items a – g above; or
- i) any updated colorectal screening examinations and laboratory tests recommended in the American Cancer Society guidelines.

The Plan will cover the above methods at the frequency recommended by the most recent published guidelines of the American Cancer Society and as determined to be medically necessary by the Covered Person's practitioner in consultation with the Covered Person.

High risk for colorectal cancer means a Covered Person has:

- a) A family history of: familial adenomatous polyposis, hereditary non-polyposis colon cancer; or breast, ovarian, endometrial or colon cancer or polyps;
- b) Chronic inflammatory bowel disease; or
- c) A background, ethnicity or lifestyle that the practitioner believes puts the person at elevated risk for colorectal cancer.

**i. Newborn Hearing Screening** – Coverage is provided for: (a) screening, by appropriate electrophysiologic screening measures, of covered newborns for hearing loss; and (b) tests for the periodic monitoring of covered infants for delayed onset hearing loss.

For the purposes of this part:

- (a) “newborn” means a child up to 28 days old;
- (b) “infant” means a child between the ages of 29 days and 36 months old ; and
- (c) “electrophysiologic screening measures” means the electrical result of the application of physiologic agents. This includes, but not limited to: (i) the procedures currently known as; Auditory Brainstem Response testing (ABR); and Otoacoustic Emissions testing (OAE); and (ii) any other procedure adopted by New Jersey’s Commissioner of Health and Senior Services.

In addition to the preventive benefits described above, the Program shall cover the following preventive services:

- a) Evidence based items or services that are rated “A” or “B” in the current recommendations of the United States Preventive Services task Force with respect to the Covered Person;
- b) Immunizations for routine use for Covered Persons of all ages as recommended by the Advisory Committee on Immunization Practices of the Centers of Disease Control and Prevention with respect to the Covered Person;
- c) Evidence–informed preventive care and screenings for Covered Persons who are infants, children and adolescents, as included in the comprehensive guidelines supported by the Health Resources and Services Administration;
- d) Evidence–informed preventive care and screenings for female Covered Persons as included in the comprehensive guidelines supported by the Health Resources and Services Administration except for contraceptive services and supplies; and
- e) Any other evidence-based or evidence-informed items as determined by federal and/or state law.

### **Primary Care Services**

Primary care services rendered by your PCP or any Network provider are covered.

### **Prosthetic Appliances**

The Plan covers a Prosthetic Device that a Covered Person’s physician has determined to be medically necessary. Solely for the purposes of this subsection, a Prosthetic Device is any artificial device that is not surgically implanted that is used to replace a missing limb, appendage or any other external human body part including devices such as artificial limbs, hands, fingers, feet and toes, but excluding dental appliances and largely cosmetic devices such as artificial breasts, eyelashes, wigs and other devices which could not by their use have a significantly detrimental impact upon the musculoskeletal functions of the body.

### **Second Opinion Charges**

If a covered Person is scheduled for an Elective Surgical Procedure, this Plan covers a

Practitioner's charges for a second opinion and charges for related diagnostic X-ray and lab tests. If the second opinion does not confirm the need for the Surgery, this Plan will cover a Practitioner's charges for a third opinion regarding the need for the Surgery. This Plan will cover charges if the Practitioner(s) who gives the opinion:

- a. are board certified and qualified, by reason of his/her specialty, to give an opinion on the proposed Surgery or Hospital Admission;
- b. are not a business associate of the Practitioner who recommended the Surgery; and
- c. do not perform or assist in the Surgery if it is needed.

### **Skilled Nursing Facility Charges**

This Plan covers bed and board (including diets, drugs, medicines and dressings and general nursing service) in a Skilled Nursing Facility. The Covered Person must be admitted to the Skilled Nursing Facility within 14 days of discharge from a Hospital, for continuing medical care and treatment prescribed by a Practitioner.

### **Specialist Services**

This Plan covers services rendered by a Network Provider who is not a PCP and who provides services within his/her specialty to Covered Persons. Such services must: (a) be determined to be Medically Necessary and Appropriate, and (b) be within the scope of the Practitioner's practice.

### **Surgical Services**

Subject to all of the Plan's other terms and conditions, the Plan covers Surgery, subject also to the following requirements:

- a. The Plan will not make separate payment for pre- and post-operative care.
- b. Subject to the following exception, if more than one surgical procedure is performed: (i) on the same patient; (ii) by the same physician; and (iii) on the same day, the following rules apply:
  1. The Plan will cover the primary procedure, plus 50% of what the Plan would have paid for each of the other procedures, up to five, had those procedures been performed alone.
  2. If more than five surgical procedures are performed, each of the procedures beyond the fifth will be reviewed. The amount that the Plan will pay for each such procedure will then be based on the circumstances of the particular case.

**Exception:** The Plan will not cover or make payment for any secondary procedure that, after review, is deemed to be a Mutually Exclusive Surgical Procedure or an Incidental Surgical Procedure.

As part of the coverage for Surgery, if a Covered Person is receiving benefits for a mastectomy, the Plan will also cover the following, as determined after consultation between the attending physician and the Covered Person:

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

Also, see “Transplant Benefits”.

### **Telemedicine Services, Provided by Horizon CareOnline**

Association Member Trust has selected an innovative Telemedicine Program, Horizon CareOnline, for its members through Horizon BCBSNJ, currently powered by American Well. Members can enroll online or may call 1-877-716-5657 to enroll by phone. For information on how to connect with a Telemedicine provider, access [www.horizoncareonline.com](http://www.horizoncareonline.com).

This additional Program allows you to visit with an American Well Primary Care Physician (PCP)/general practitioner via telecommunication using a computer, tablet or smart phone. This Program also allows you to visit with American Well psychiatrists, psychologists, or social workers for treatment of Mental Health Conditions via telecommunication using a computer, tablet or smart phone.

The Program does not provide additional covered services (or benefits) under your health benefit plan. Telemedicine Services only cover primary care services at this time. Telemedicine is a covered benefit only when provided through Horizon BCBSNJ’s designated telemedicine provider. Telemedicine is not available to anyone on Medicare.

### **Therapeutic Manipulation**

This Plan provides benefits for Therapeutic Manipulations.

### **Therapy Services**

This Plan covers all Therapy Services.

Therapy Services for certain mental health diagnosis may not be subject to visit limitations, pursuant to the Mental Health Parity and Addiction Equity Act of 2008, and as amended by the Affordable Care Act.

### **Transplant Benefits**

This Plan covers services and supplies:

- a. Cornea;

- b. Kidney;
- c. Lung;
- d. Liver;
- e. Heart;
- f. Heart valve;
- g. Pancreas;
- h. Small bowel;
- i. Chondrocyte (for knee);
- j. Heart/Lung;
- k. Kidney/Pancreas;
- l. Liver/Pancreas;
- m. Double lung;
- n. Heart/Kidney;
- o. Kidney/Liver;
- p. Liver/Small Bowel;
- q. Multi-visceral transplant (small bowel and liver with one or more of the following: stomach; duodenum; jejunum; ileum; pancreas; colon);
- r. Allogeneic bone marrow;
- s. Allogeneic stem cell;
- t. Non-myeloablative stem cell;
- u. Tandem stem cell.

This Plan also provides benefits for the treatment of cancer by dose-intensive Chemotherapy/autologous bone marrow transplants and peripheral blood stem cell transplants. This applies only to transplants that are performed:

- a. by institutions approved by the National Cancer Institute; or
- b. pursuant to protocols consistent with the guidelines of the American Society of Clinical Oncologists. Such treatment will be covered to the same extent as for any other illness.

When organs/tissues are harvested from a cadaver, this Plan will also cover those charges for Surgical, storage and transportation services that: (a) are directly related to donation of the organs/tissues; and (b) are billed for by the Hospital where the transplant is performed.

This Plan also covers the following services required for a live donor due to a covered transplant procedure.

- a. The search for a donor (benefits not to exceed **\$10,000** per transplant).
- b. Typing (immunologic).
- c. The harvesting of the organ tissue, and related services.
- d. The processing of tissue.

But, Plan will cover these services only if: (a) the recipient of the transplant is a Covered Person under this Plan; and (b) benefits are not paid or payable for the services by reason of the donor's own coverage under any other group or individual health coverage.

### **Urgent Care**

This Plan provides benefits for Covered Services and Supplies furnished for Urgent Care of a Covered Person.

### **Vision Care**

This program covers Eye Examinations, Vision Surveys and Optical Services.

### **Wilm's Tumor**

This Plan covers treatment of Wilm's tumor the same way it covers charges for any other Illness. Treatment can include, but is not limited to, autologous bone marrow transplants when standard Chemotherapy treatment is unsuccessful. Coverage is available for this treatment even if it is deemed Experimental or Investigational.

## **B. COVERED SUPPLEMENTAL SERVICES AND SUPPLIES**

### **Ambulance Services**

This Plan covers charges for transporting a Covered Person to:

- a. a local Hospital, if it can provide the needed care and treatment;
- b. the nearest Hospital that can furnish the needed care and treatment, if: (a) a local Hospital cannot provide it; and (b) the person is admitted as an Inpatient; or
- c. another Inpatient Facility when Medically Necessary and Appropriate.

The coverage can be by professional ambulance service, ground or air only. The Plan does not

cover chartered air flights. The Plan will not cover other travel or communication expenses of patients, Practitioners, Nurses or family members.

### **Blood**

Blood, blood products, blood transfusions and the cost of testing and processing blood are covered. This program does not pay for blood which has been donated or replaced on behalf of the Covered Person.

Blood transfusions including the cost of blood, blood plasma and blood plasma expanders are covered from the first pint and only to the extent that the first pint and any additional pints to follow are not donated or replaced without charge through a blood bank or otherwise.

This program covers expenses Incurred in connection with the treatment of routine bleeding episodes associated with hemophilia for expenses Incurred in connection with the purchase of blood products and blood infusion equipment required for home treatment of routine bleeding episodes associated with hemophilia when the home treatment program is under the supervision of a State approved hemophilia treatment center. Participation in a home treatment program shall not preclude further or additional treatment or care at any eligible Facility if the number of home treatments, in accordance with a ratio of home treatments to Benefit Days established by regulation by the Commissioner of Insurance, does not exceed the total number of Benefit Days provided for any other Illness under this program. As used in the paragraph, “blood product” includes but is not limited to Factor VIII, Factor IX and cryoprecipitate; and “blood infusion equipment” includes but is not limited to syringes and needles.

### **Charges for the Treatment of Hemophilia**

Horizon BCBSNJ covers Medically Necessary and Appropriate home treatment services for bleeding episodes associated with hemophilia including the purchase of blood products and blood infusion equipment.

Horizon BCBSNJ will cover the services of a clinical laboratory at a Hospital with a state-designated outpatient regional care center regardless of whether the Hospital’s clinical laboratory is a Network Provider if the Covered Person’s Practitioner determines that the Hospital’s clinical laboratory is necessary because: a) the results of laboratory tests are medically necessary immediately or sooner than the normal return time for the Horizon BCBSNJ’s network clinical laboratory; or b) accurate test results need to be determined by closely supervised procedures in venipuncture and laboratory techniques in controlled environments that cannot be achieved by Horizon BCBSNJ’s network clinical laboratory.

Horizon BCBSNJ will pay the Hospital’s clinical laboratory for the laboratory services at the same rate Horizon BCBSNJ would pay a Network clinical laboratory for comparable services.

### **Diabetes Benefits**

This Plan also provides benefits for the following equipment and supplies for the treatment of diabetes, if recommended or prescribed by a physician or nurse practitioner/clinical nurse

specialist;

- a. blood glucose monitors and blood glucose monitors for the legally blind;
- b. test strips for glucose monitors and visual reading and urine testing strips;
- c. insulin;
- d. injection aids;
- e. cartridges for the legally blind;
- f. syringes;
- g. insulin pumps and appurtenances to them;
- h. insulin infusion devices; and
- i. oral agents for controlling blood sugar.

Subject to the terms below, this Plan also covers diabetes self-management education to ensure that a person with diabetes is educated as to the proper self-management and treatment of the Illness. This includes information on proper diet.

- a. Benefits for self-management education and education relating to diet shall be limited to Visits that are to a professional described in b., below and that are Medically Necessary and Appropriate upon:
  1. the diagnosis of diabetes;
  2. the diagnosis by a physician or nurse practitioner/clinical nurse specialist of a significant change in the Covered Person's symptoms or conditions which requires changes in the Covered Person's self-management; and
  3. determination of a physician or nurse practitioner/clinical nurse specialist that reeducation or refresher education is needed.
- b. Diabetes self-management education is covered when rendered by:
  1. a dietician registered by a nationally recognized professional association of dieticians;
  2. a health care professional recognized as a Certified Diabetes Educator by the American Association of Diabetes Educators; or
  3. a registered pharmacist in New Jersey qualified with regard to management education for diabetes by any institution recognized by the Board of Pharmacy of the State of New Jersey.

### **Durable Medical Equipment**

This Plan covers charges for the rental of Durable Medical Equipment needed for therapeutic use. The Plan may decide to cover the purchase of such items when it is less costly and more practical than to rent them.

This Plan covers repairs and replacements only for mobility devices that Horizon BCBSNJ has approved or would have approved for purchase and when considered medically necessary pursuant to Horizon BCBSNJ's Medical Policy.

This Plan does not cover:

- a. replacements or repairs determined to be not medically necessary under Horizon BCBSNJ's Medical Policy; or
- b. the rental or purchase of any items that do not fully meet the definition of Durable Medical Equipment. Such items include: air conditioners; exercise equipment; saunas and air humidifiers.

### **Home Infusion Therapy**

This Plan covers home infusion therapy. "Home infusion therapy" is a method of administering intravenous (IV) medications or nutrients via pump or gravity in the home. The services and supplies that are covered are:

- a. Solutions and pharmaceutical additives.
- b. Pharmacy compounding and dispensing services.
- c. Ancillary medical supplies.
- d. Nursing services associated with: (a) patient and/or alternative caregiver training; (b) Visits needed to monitor intravenous therapy regimen; (c) Medical Emergency care (but not for administration of home infusion therapy).

Examples of home infusion therapy include: Chemotherapy; intravenous antibiotic therapy; total parenteral nutrition; hydration therapy; continuous subcutaneous pain management therapies and continuous intrathecal pain management; gammaglobulin infusion therapy (IVIG); and prolastin therapy.

To be covered, home infusion therapy must be given Prior Authorization by Horizon BCBSNJ.

### **Inherited Metabolic Disease**

This Plan provides benefits for the therapeutic treatment of Inherited Metabolic Diseases. This coverage includes the purchase of Medical Foods and Low Protein Modified Food Products that are determined to be Medically Necessary and Appropriate by the Covered Person's physician.

### **Non-Prescription Supplies**

This Plan provides benefits for colostomy bags, belts, and irrigators.

### **Oxygen and Its Administration**

This Plan covers oxygen and its administration.

### **Physical Rehabilitation**

This Plan covers Inpatient treatment in a Physical Rehabilitation Center. Inpatient treatment will include the same services and supplies available to any other Facility Inpatient.

### **Private Duty Nursing Care**

This Plan covers the services of a Nurse for Private Duty Nursing care. These conditions apply:

- a. The care must be ordered by a physician.
- b. The care must be furnished while: (i) intensive skilled nursing care is required in the treatment of an acute illness or during the acute period after an injury; and (ii) the patient is not in a Facility that provides nursing care.

Requirement (b)(i), above, will not be deemed to be met if the care actually furnished is mainly Custodial Care or maintenance. Also, no benefits will be provided for the services of a Nurse who: (a) ordinarily resides in the patient's home; or (b) is a member of the patient's immediate family.

### **Specialized Non-Standard Infant Formulas**

This Plan covers specialized non-standard infant formulas, if these conditions are met:

- a. The covered infant's physician has diagnosed him/her as having multiple food protein intolerance;
- b. The physician has determined that the formula is Medically Necessary and Appropriate; and
- c. The infant has not responded to trials of standard non-cow milk-based formulas, including soybean and goat milk.

### **Supplemental Prescription Drug Benefits**

This Plan covers Prescription Drugs dispensed under a Prescription Order and for insulin used outside of the Hospital.

1. From an In-Network/Mail-Order Pharmacy, once the Deductible is met:  
The In-Network/Mail-Order Pharmacy will supply Prescription Drugs and insulin

and will not charge you an amount exceeding the Copayment.

2. From an Out-of-Network Pharmacy, once the Deductible is met: After submitting proof of payment acceptable to your Plan, you are entitled to receive up to the lesser of the In-Network Pharmacy price less the Copayment or the charges less the Copayment.

There shall be no Deductible or Copayment/Coinsurance required for certain Prescription Drugs that: (a) are drugs or devices primarily used for contraception by a female (e.g., birth control pills; diaphragms); (b) are included as preventive care for women in comprehensive guidelines supported by the Health Resources and Services Administration; and (c) the Plan determines to be made reasonably available hereunder in applying reasonable medical management. For example, certain brand Prescription Drugs may not be available without cost-share where generic equivalents are available.

### **Prime Vaccine Network Program**

Your Prescription Drug Plan has a feature called the Prime Vaccine Network Program. You and your covered dependents can receive flu, shingles, pneumonia, and other vaccines listed below at participating pharmacies free of charge.

- Diphtheria – Tetanus Combinations (Toxoids)
- Human Papillomavirus (HPV)
- Influenza
- Pneumonia
- Shingles
- Meningitis

You may get these shots at any of the participating national retail pharmacy locations. All you need to do is present your ID card. The shot is given on-site by a qualified clinician.

Age limitations, advanced registration or other requirements may apply. *Please note: The availability of each vaccine may differ by pharmacy location.* For your convenience, you may contact the pharmacy in advance if you have questions or to make sure these services are available.

To learn more about this program and where you can receive the shots, please call: **1-800-370-5088.**

## **1. IN-NETWORK**

**After the Deductible is met, Copayments for Prescription Drugs (including Specialty Pharmaceuticals) other than Prescription Drugs dispensed by a Mail-Order Pharmacy are as follows:**

- a. A **\$15.00** Copayment is required for Preferred Generic Prescription Drugs.
- b. A **\$35.00** Copayment is required for Preferred Brand Name Prescription Drugs.
- c. A **\$50.00** Copayment is required for Non-Preferred Prescription Drugs.

For Prescription Orders for Prescription Drugs Determined by Horizon BCBSNJ to be Medically Necessary, one Copayment will be applied for each 30 day supply. Copayments shall be based upon the day supply as follows:

1 to 30 day supply - one Copayment

31 to 60 day supply - two Copayments

61 to 90 day supply - three Copayments

Refills, as authorized under a Prescription Order, will be subject to the same requirements as for original Prescription Orders.

**After the Deductible is met, Copayments for Prescription Drugs dispensed by a Mail-Order Pharmacy are as follows:**

- a. A **\$30.00** Copayment is required for Preferred Generic Prescription Drugs.
- b. A **\$70.00** Copayment is required for Preferred Brand Name Prescription Drugs.
- c. A **\$100.00** Copayment is required for Non-Preferred Prescription Drugs.

## **2. OUT-OF-NETWORK:**

**After the Deductible is met, Copayments are as follows:**

- a. A **\$15.00** Copayment is required for Preferred Generic Prescription Drugs.
- b. A **\$35.00** Copayment is required for Preferred Brand Name Prescription Drugs.
- c. A **\$50.00** Copayment is required for Non-Preferred Prescription Drugs.

*The higher Brand Name Copayment will be paid under the following circumstances:*

- The member selects to purchase the Brand Name Drug.

- Your doctor indicates on the prescription order form “do not substitute” or “dispense as written”.
- A generic equivalent is not available.

For Prescription Orders for Prescription Drugs Determined by Horizon BCBSNJ to be Medically Necessary, one Copayment will be applied for each 30 day supply. Copayments shall be based upon the day supply as follows:

1 to 30 day supply - one Copayment

31 to 60 day supply - two Copayments

61 to 90 day supply - three Copayments

Refills, as authorized under a Prescription Order, will be subject to the same requirements as for original Prescription Orders.

**PAYMENT:**

**1. IN-NETWORK:**

**a. Payment for Covered Charges for Prescription Drugs (including Specialty Pharmaceuticals) other than Prescription Drugs dispensed by a Mail-Order Pharmacy:**

A Pharmacy will not charge a Covered Person an amount exceeding the , if applicable, for Covered Charges for Prescription Drugs, **once the Deductible is met.**

**b. Payment for Covered Charges for Prescription Drugs dispensed by a Mail-Order Pharmacy:**

A Pharmacy will not charge a Covered Person an amount exceeding the Copayment, if applicable, for Covered Charges for Prescription Drugs, **once the Deductible is met.**

Under certain circumstances, a Pharmacy may not be able to determine at the point of transaction whether a Prescription Drug is covered. For example, the information on the Prescription Order may not be sufficient to determine Medical Necessity and Appropriateness. In those circumstances, a Covered Person may elect to receive a 96-hour supply of the Prescription Drug, as a covered benefit, until the determination is made. Alternatively, the Covered Person may decide to purchase the Prescription Drug and submit a claim for benefits. If the claim is denied, no charge in excess of the charge for the 96-hour supply will be a Covered Charge for that Prescription Drug or any refill(s) of it.

**2. OUT-OF-NETWORK:**

### **Payment for Covered Charges for Prescription Drugs**

1. The Covered Person must pay for the Prescription Drug and submit a written notice of claim to Horizon BCBSNJ or its designee.
2. The Plan's payment will be 100% of the remaining Allowance for the Prescription Drug, **after any applicable Deductible and Copayment has been met.**

### **SPECIALTY PHARMACEUTICALS**

When Specialty Pharmaceuticals, as prescribed by a physician, are required, such Prescription Drugs must be purchased through a Specialty Pharmaceutical Provider.

### **Drug Utilization, Cost Management and Rebates:**

The Plan conducts various utilization management activities designed to: (a) ensure appropriate Prescription Drug usage; (b) avoid inappropriate usage; and (c) encourage the use of cost-effective Prescription Drugs. Through these efforts, you benefit by obtaining appropriate Prescription Drugs in a cost-effective manner.

### **PRIOR AUTHORIZATION REQUIREMENT**

Prior authorization is required for a small number of drugs including specialty, compounds, and fertility drugs, for example. Also, specialty drugs will be limited to a 30 day supply.

If a Covered Person brings a prescription for a Prescription Drug for which the Plan requires Prior Authorization to a Pharmacy and Prior Authorization has not yet been obtained, the Covered Person must contact Horizon BCBSNJ to request Prior Authorization. The Pharmacy will dispense a 96-hour supply of the Prescription Drug. Horizon BCBSNJ will review the Prior Authorization request within the time period allowed by law. If Horizon BCBSNJ gives Prior Authorization, Horizon BCBSNJ will notify the Pharmacy, and the balance of the Prescription Drug will be dispensed with benefits for the Prescription Drug being paid subject to the terms of this Program. If Horizon BCBSNJ does not give Prior Authorization, the Covered Person may ask that the Pharmacy dispense the balance of the Prescription Drug and then pay for it. The Covered Person may then submit a claim for the Prescription Drug. If the claim is denied, the Covered Person may appeal the denial by following the Appeals Procedure process described in this Program.

### **PRESCRIPTION DRUG MANUFACTURER COUPONS - DEDUCTIBLE AND OUT-OF-POCKET MAXIMUM**

If a Covered Person uses a drug manufacturer coupon (e.g., copay card, savings card, discount card) to reduce the Covered Person's cost-sharing obligation (i.e., Coinsurance) for a Prescription Drug, the value of the drug manufacturer coupon will not apply to meet the Covered Person's Deductibles or Out-of-Pocket Maximums. Only the amount paid out-of-pocket by the Covered Person for the Prescription Drug – not including the amount covered by the drug

manufacturer coupon – will be applied towards satisfaction of the Covered Person’s Deductible and Out-of-Pocket Maximums.

## **OBTAINING BENEFITS FOR OUT-OF-NETWORK DRUGS**

If Prescription Drugs are purchased from Out-of-Network Pharmacies, Covered Persons will need to file a claim for benefits. See “Claim Procedures” in this Booklet for information about this process.

## **LIMITATIONS AND EXCLUSIONS**

In addition to any other applicable limitations and exclusions set forth above or described elsewhere in this Booklet, the following apply specifically to this Prescription Drug Expense Coverage. This Prescription Drug Expense Coverage does not cover:

Refills that: (a) are not authorized by a Prescription Order; or (b) are obtained beyond one year from the original Prescription Order date; or (c) are dispensed before 75% of the prior Prescription Order or refill would be used or consumed when used or taken as directed.

Any charge to the extent it exceeds the Allowance.

Balances for services and supplies after Payment has been made under this program.

Completion of claim forms.

Copayments, Deductibles, and the individual’s part of any Coinsurance; expenses Incurred after any Payment maximum is or would be reached.

Court ordered treatment which is not Medically Necessary.

The administration or injection of any drugs; except that this will not apply to a drug that: (a) has been prescribed for a treatment for which it has not been approved by the FDA; and (b) has been recognized as being medically appropriate for such treatment in: the American Hospital Formulary Service Drug Information; the United States Pharmacopoeia Drug Information; or by a clinical study or review article in a major peer-reviewed professional journal.

Drugs dispensed to a Covered Person while a patient in a Facility.

Drugs that are obtained from a State or local public health agency.

Drugs that are not dispensed by a pharmacist or a Pharmacy; services rendered by a Pharmacist that are beyond the scope of his/her practice.

Drugs that are infused or administered by a Practitioner who is not a pharmacist; drugs that need to be administered with medical assistance.

Drugs to enhance normal functions, such as: (a) steroids to improve athletic performance; or (b) drugs to improve memory; or (c) growth drugs.

Drugs to treat sexual arousal dysfunction in excess of four units per month.

Drugs that are prescribed or dispensed for cosmetic purposes and are not Medically Necessary and Appropriate (e.g., those prescribed or dispensed for hair growth or removing wrinkles).

Drugs to replace those that may have been lost or stolen.

Drugs dispensed in unit-dose packaging when bulk packaging is available.

Non-Prescription Drugs or supplies, except as otherwise provided above.

Prescription Drugs for which an exact drug is available without a Prescription.

Experimental or Investigational drugs.

Drugs that are eligible to be paid for under either federal or state programs (except Medicare and Medicaid when, by law, this Program is primary). This provision applies whether or not the Covered Person asserts his/her rights to obtain the coverage or payment for the drugs.

Drugs for which the Covered Person would not have been charged if he/she did not have this Coverage.

Drugs provided by or in a Government Hospital, or provided by or in a Facility run by the Department of Defense or Veteran's Administration, for a service-related condition, unless coverage for the services is otherwise required by law.

Drugs that are needed due to condition to which a contributing cause was the Covered Person's commission of, or attempt to commit, a felony; or to which a contributing cause was the Covered Person's engagement in an illegal occupation.

Drugs that are not Medically Necessary and Appropriate.

Drugs for which a Covered Person is not legally obligated to pay.

Any part of a charge that exceeds the Allowance.

Drugs purchased in connection with Cosmetic Services.

Drugs purchased for court ordered treatment that is not Medically Necessary and Appropriate.

Drugs needed for an Illness or Injury, including a condition which is the result of an Illness or Injury, which: (a) occurred on the job; and (b) is covered or could have been covered for benefits provided under a workers' compensation, employer's liability, occupational disease or similar

law. However, this exclusion does not apply to the following persons for whom coverage under workers' compensation is optional, unless such persons are actually covered for workers' compensation: a self-employed person or a partner of a limited liability partnership; members of a limited liability company or partners of a partnership who actively perform services on behalf of the self-employed business, the limited liability partnership, limited liability company or the partnership.

Drugs to treat an Injury or Illness suffered: (a) as a result of War or an Act of War, if the injury or Illness occurs while the Covered Person is serving in the military, naval or air forces of any country, combination of countries or international organization; and (b) as a result of the special hazards incident to service in the military, naval or air forces of any country, combination of countries or international organization, if the Injury or Illness occurs while the Covered Person is serving in such forces and is outside the Home Area.

Drugs to treat an Injury or Illness suffered: (a) as a result of War or an Act of War while the Covered Person is serving in any civilian non-combatant unit supporting or accompanying any military, naval or air forces of any country, combination of countries or international organization; and (b) as a result of the special hazards incident to such service, provided the Injury or Illness occurs while (i) the Covered Person is serving in such unit; and (ii) is outside the Home Area.

Drugs to treat an Injury or Illness suffered as a result of War or an Act of War while the Covered Person is not in the military, naval or air forces of any country, combination of countries or international organization or in any civilian non-combatant unit supporting or accompanying such forces, if the Injury or Illness occurs outside the Home Area.

Drugs purchased prior to the Covered Person's Coverage Date or after his/her coverage under this Program ends, except as otherwise stated in this Booklet.

Drugs for weight reduction or control, special foods; food supplements; liquid diets; diet plans; or any related products.

Herbal medicine.

Non-Prescription Drugs or supplies.

Weight reduction or control including surgical procedures, medical treatments, weight control/loss programs, dietary regimens and supplements, food or food supplements, appetite suppressants or other medications; exercise programs, exercise or other equipment; and other services and supplies that are primarily intended to control weight or treat obesity, including morbid obesity, or for the purpose of weight reduction, regardless of the existence of comorbid conditions, except as otherwise provided in the Practitioner's Charges for Surgery section of this Policy and except as provided in the Nutritional Counseling and Food and Food products for Inherited Metabolic Diseases provisions.

### **Wigs Benefit**

This Plan covers the cost of wigs, if needed due to a specific diagnosis of Chemotherapy induced Alopecia. This coverage is subject to the limitations shown in the Schedule of Covered Services and Supplies.

## **UTILIZATION REVIEW AND MANAGEMENT**

**IMPORTANT NOTICE - THIS NOTICE APPLIES TO ALL OF THE UTILIZATION REVIEW (UR) FEATURES UNDER THIS SECTION.**

**BENEFITS WILL BE REDUCED FOR NON-COMPLIANCE WITH THE UR REQUIREMENTS OF THIS SECTION. THIS PLAN DOES NOT COVER ANY INPATIENT ADMISSION, OR ANY OTHER SERVICE OR SUPPLY THAT IS NOT MEDICALLY NECESSARY AND APPROPRIATE.**

This Plan has Utilization Review features described below. These features must be complied with if a Covered Person:

- a. is admitted, or is scheduled to be admitted, as an Inpatient or Outpatient to a Hospital or other Facility; or
- b. needs an extended length of stay; or
- c. plans to obtain a service or supply to which the section "Medical Appropriateness Review Procedure", below, applies.

If a Covered Person or his/her Provider does not comply with this Utilization Review section, he/she will not be eligible for full benefits under this Plan.

Also, what the Plan covers is subject to all of the other terms and conditions of this Plan.

This Plan has Individual Case Management features. Under these features, a case coordinator reviews a Covered Person's medical needs in clinical situations with the potential for catastrophic claims to determine whether alternative treatment may be available and appropriate. See the Alternate Treatment Features description for details.

### **UTILIZATION REVIEW-REQUIRED HOSPITAL STAY REVIEW**

#### **Notice of Hospital Admission Required**

Except as explained below for certain admissions to treat Substance Use Disorders, if a Covered Person plans to use an In-Network Facility, the Facility will usually make all needed arrangements for Pre-Admission Review. If a Covered Person plans to use an Out-of-Network Facility, the Covered Person or his/her Provider must advise Horizon BCBSNJ of the Admission. The time and manner in which the notice must be given is described below. When a Covered Person or his/her Practitioner does not comply with this rule, the Plan reduces benefits for the Covered Charges.

## **Pre-Admission Review (PAR)**

Except as explained below for certain admissions to treat Substance Use Disorders, all non-Medical Emergency Hospital and other Facility Admissions must be reviewed by Horizon BCBSNJ before they occur. The Covered Person or his/her Provider must notify Horizon BCBSNJ and request a PAR by phone. Horizon BCBSNJ must receive the notice and request at least five business days (or as soon as reasonably possible) before the Admission is scheduled to occur.

- a. When Horizon BCBSNJ receives the notice and request, Horizon BCBSNJ determines:
  1. the Medical Necessity and Appropriateness of the Admission;
  2. the anticipated length of stay; and
  3. the appropriateness of health care alternatives, like Home Health Care or other Outpatient or Out-of-Hospital care.

Horizon BCBSNJ notifies the Covered Person or his/her Provider, by phone, of the outcome of the review. If a review results in a denial, Horizon BCBSNJ confirms that outcome in writing.

- b. If Horizon BCBSNJ authorizes a Hospital or other Facility Admission, the authorization is valid for:
  1. the specified Provider;
  2. the named attending Practitioner;
  3. the specified Admission date;
  4. the authorized length of stay; and
  5. the diagnosis and treatment plan.
- c. The authorization becomes invalid, and the Covered Person's Admission must be reviewed by Horizon BCBSNJ again, if:
  1. he/she enters a Facility other than the specified Facility;
  2. he/she changes attending Practitioners;
  3. there is an alteration in condition or treatment plan.

## **Emergency Admission**

Horizon BCBSNJ must be notified of all Medical Emergency Admissions by phone. This must be done by you or your Provider within 48 hours or as soon as reasonably possible.

When Horizon BCBSNJ is notified by phone, the following information is required:

- a. your name, ID number, social security number, date of birth, home address and telephone number;
- b. the reason for the Admission, admitting diagnosis and treatment plan;
- c. the name and location of the Hospital or other Facility;
- d. Admission date; and
- e. your Practitioner's name, address and telephone number.

## **Continued Stay Review**

Except as explained below for certain admissions to treat Substance Use Disorders, the Plan has the right to conduct a continued stay review of any Inpatient Facility Admission. To do this, Horizon BCBSNJ may contact the Covered Person's Practitioner or Facility by phone or in writing.

The Covered Person or his/her Provider must ask for a continued stay review whenever it is Medically Necessary and Appropriate to increase the authorized length of an Inpatient Facility stay. This must be done before the end of the previously authorized length of stay.

The continued stay review will determine:

- a. the Medical Necessity and Appropriateness of the extended stay;
- b. the anticipated length of stay and extended length of stay; and
- c. the appropriateness of health care alternatives.

Horizon BCBSNJ notifies the Practitioner and Facility by phone of the outcome of the review. Horizon BCBSNJ confirms in writing the outcome of a review that results in a denial. The notice always includes any newly authorized length of stay.

## **Admissions for the Treatment of Substance Use Disorders**

This section applies during the first 180 days of treatment per Plan Year whether the treatment is Inpatient or Outpatient. Thereafter, Inpatient treatment of Substance Use Disorders is subject to the above provisions governing Hospital and other Facility Admissions.

If a Covered Person is admitted to a Facility for the treatment of Substance Use Disorders, whether for a scheduled Admission or for an emergency Admission, the Facility must notify Horizon BCBSNJ of the Admission and initial treatment plan within 48 hours of the Admission.

Horizon BCBSNJ will not initiate continued stay review, also known as concurrent review, with respect to the first 28 days of the inpatient stay. Continued stay review may be required for any subsequent days, but not more frequently than at two-week intervals. If Horizon BCBSNJ determines continued stay is no longer Medically Necessary, We shall provide written notice within 24 hours to the Covered Person and his or her Practitioner along with information regarding appeal rights.

### **Penalties for Non-Compliance**

- a. As a penalty for non-compliance with the Admission review features in this Plan, the Plan reduces what it otherwise pays for Covered Services and Supplies by **20%** to a maximum of **\$2,500** if:
  1. the Covered Person or his/her Provider does not request a PAR;
  2. the Covered Person or his/her Provider does not request a PAR five business days or as soon as reasonably possible before the Admission is scheduled to occur;
  3. Horizon BCBSNJ's authorization becomes invalid and the Covered Person or his/her Provider does not obtain a new one;
  4. the Covered Person or his/her Provider does not request a continued stay review when necessary;
  5. the Covered Person or his/her Provider does not receive an authorization for such continued stay;
  6. The Covered Person does not otherwise comply with all the terms of this Plan.
- b. Penalties cannot be used to meet this Plan's:
  1. Deductible(s)
  2. Out-of-Pocket Limit(s)
  3. Copayment(s)
  4. Benefit Maximums

## **MEDICAL APPROPRIATENESS REVIEW PROCEDURE**

This Plan requires a Covered Person or his/her Provider to obtain Prior Authorization for certain Covered Services and Supplies. When a Covered Person or his/her Provider does not comply with this rule, the Plan reduces benefits for Covered Charges Incurred with respect to that Covered Service or Supply. If Horizon BCBSNJ does not give its Prior Authorization, benefits for the Covered Service or Supply will be reduced by **20%** to a maximum of **\$2,500**.

The Covered Person or his/her Provider must request a required review from Horizon BCBSNJ at least five business days before the Covered Service or Supply is scheduled to be furnished, or as soon before as reasonably possible. If the treatment or procedure is being performed in a Facility on an Inpatient basis, only one authorization for both the Inpatient Admission and the treatment or procedure is needed. If Prior Authorization is required for a supply, the request must be made before the supply is obtained.

When Horizon BCBSNJ receives the request, Horizon BCBSNJ determines the Medical Necessity and Appropriateness of the treatment, procedure or supply, and either:

- a. approves the request, or
- b. requires a second opinion regarding the need for the treatment, procedure or supply.

Horizon BCBSNJ notifies the Covered Person, his/her Practitioner or Facility, by phone, of the outcome of the review. Horizon BCBSNJ also confirms the outcome of the review in writing.

The treatments, procedures and supplies needing Prior Authorization are listed in the Schedule of Treatments, Procedures and Supplies Requiring Prior Authorization.

## **ALTERNATE TREATMENT FEATURES/INDIVIDUAL CASE MANAGEMENT**

Important Notice: No Covered Person is required, in any way, to accept an Alternate Treatment/Individual Case Management Plan recommended by Horizon BCBSNJ.

### **Definitions**

**"Alternate Treatment"**: Those services and supplies that meet both of these tests:

- a. They are determined, in advance, by Horizon BCBSNJ to be Medically Necessary and Appropriate and cost-effective in meeting the long-term or intensive care needs of a Covered Person: (a) in connection with a Catastrophic Illness or Injury; or (b) in completing a course of care outside of the acute Hospital setting (for example, completing a course of IV antibiotics at home).
- b. Benefits for charges Incurred for them would not otherwise be covered under this Plan.

**"Catastrophic Illness or Injury"**: One of the following:

- a. head injury requiring an Inpatient stay;
- b. spinal cord injury;
- c. severe burn over 20% or more of the body;
- d. multiple injuries due to an accident;
- e. premature birth;
- f. CVA or stroke;
- g. congenital defect which severely impairs a bodily function;
- h. brain damage due to: an Injury; or cardiac arrest; or a Surgical procedure;
- i. terminal Illness, with a prognosis of death within six months;
- j. Acquired Immune Deficiency Syndrome (AIDS);
- k. Substance Use Disorders;
- l. Mental Health Conditions; or
- m. any other Illness or accidental injury determined to be catastrophic.

**Alternate Treatment/Individual Case Management Plan**

Horizon BCBSNJ will identify cases of Catastrophic Illness or Injury. Horizon BCBSNJ will evaluate the appropriateness of the level of patient care given to a Covered Person as well as the setting in which it is received. To maintain or enhance the quality of patient care for the Covered Person, Horizon BCBSNJ will develop an Alternate Treatment/Individual Case Management Plan.

- a. An Alternate Treatment/Individual Case Management Plan is a specific written document. It is developed by Horizon BCBSNJ through discussion and agreement with:
  - 1. the Covered Person, or his/her legal guardian if necessary;
  - 2. the Covered Person's attending Practitioner; and
  - 3. Horizon BCBSNJ or its designee.

- b. The Alternate Treatment/Individual Case Management Plan includes:
1. treatment plan objectives;
  2. a course of treatment to accomplish those objectives;
  3. the responsibility of each of these parties in carrying out the plan:
    - (a) Horizon BCBSNJ;
    - (b) the attending Practitioner;
    - (c) the Covered Person;
    - (d) the Covered Person's family, if any; and
  4. the estimated cost of the plan and savings.

If Horizon BCBSNJ, the attending Practitioner and the Covered Person agree in writing on an Alternate Treatment/Individual Case Management Plan, the services and supplies needed for it will be deemed to be Covered Charges under this Plan.

The agreed upon alternate treatment must be ordered by the Covered Person's Practitioner.

Benefits payable under the Alternate Treatment/Individual Case Management Plan will be counted toward any Benefit Period and/or Per Lifetime maximum that applies to the Covered Person.

### **Exclusion**

Alternate Treatment/Individual Case Management does not include services and supplies that the Plan determines to be Experimental or Investigational.

### **BLUE DISTINCTION CENTERS FEATURE**

Important Notice: No Covered Person is required, in any way, to receive medical care and treatment at a Blue Distinction Center.

### **Definitions**

**"Blue Distinction Center"**: A Provider that has entered into an agreement with Horizon BCBSNJ and/or the Blue Cross and Blue Shield Association to provide health benefit services for specific Procedures.

**"Pre-Treatment Screening Evaluation"**: The review of past and present medical records and current X-ray and lab results by the Blue Distinction Center to determine whether the Covered Person is an appropriate candidate for the Procedure.

**"Procedure"**: One or more Surgical procedures or medical therapy performed in a Blue Distinction Center.

### **Covered Charges**

In order for charges to be Covered Charges, the Blue Distinction Center must:

- a. perform a pre-treatment screening evaluation; and
- b. determine that the procedure is Medically Necessary and Appropriate for the Covered Person's treatment.

Benefits for services and supplies at a Blue Distinction Center will be subject to the terms and conditions of this Plan. The Utilization Review features described above will not apply.

## **SCHEDULE OF PROCEDURES, TREATMENT AND SUPPLIES REQUIRING PRIOR AUTHORIZATION**

Certification is required prior to receiving services for any of the following:

- All inpatient or outpatient hospital activity except same day surgery and outpatient X-rays
- Maternity stays over 48 hours for vaginal deliveries and over 96 hours for C-Section deliveries
- Physical, Speech and Occupational Therapies
- Home Care
- IV Therapy and Chemotherapy
- Infertility Services
- Lab and Radiology services performed by a non-participating provider
- Plastic, Reconstructive or Cosmetic Surgery, regardless of place of service
- Durable Medical Equipment over \$500
- Nutritional Counseling
- Pain Management

## EXCLUSIONS

**The following are not Covered Services and Supplies under this Plan. The Plan will not pay for any charges Incurred for, or in connection with:**

Acupuncture except when used as a substitute for other forms of anesthesia.

Administration of oxygen, except as otherwise stated in this Booklet.

Services for **ambulance** for transportation from a Hospital or other health care Facility, unless the Covered Person is being transferred to another Inpatient health care Facility.

Ancillary charges connected with self-administered services such as: patient-controlled analgesia; related diagnostic testing; self-care; and self-help training.

Anesthesia and consultation services when they are given in connection with Non-Covered Charges.

Any part of a charge that exceeds the Allowance.

Any therapy not included in the definition of Therapy Services.

Blood or blood plasma or other blood derivatives or components that are replaced by a Covered Person.

Broken appointments.

Care and or treatment by a **Christian Science** Practitioner.

Charges Incurred during a Covered Person's temporary absence from a Provider's grounds before discharge.

Completion of claim forms.

Consumable medical supplies.

Cosmetic Services. This includes the following connected with Cosmetic Services: procedures; treatments; drugs; biological products; and complications of cosmetic Surgery.

Court ordered treatment that is not Medically Necessary and Appropriate.

Custodial Care or domiciliary care, including respite care, except as otherwise stated in this Booklet.

Dental care or treatment, except as otherwise stated in this Booklet. This includes, but is not limited to: (a) the restoration of tooth structure lost by decay, fracture, attrition, or erosion; (b) endodontic treatment of teeth; (c) Surgery and related services to treat periodontal disease; (d) osseous Surgery and any other Surgery to the periodontium; except for the removal of malignant

tumors; (e) replacing missing teeth; (f) the removal and re-implantation of teeth (and related services); (g) any orthodontic treatment; and (h) dental implants and related services.

Diversional/recreational therapy or activity.

Care or treatment by means of **dose intensive chemotherapy**, except as otherwise stated in Plan.

Services or supplies, the primary purpose of which is **educational** providing the Covered Person with any of the following: training in the activities of daily living; instruction in scholastic skills such as reading and writing; preparation for occupation; or treatment for learning disabilities except as otherwise stated in the Plan.

Employment/career counseling.

Expenses Incurred after any payment, duration or Visit maximum is or would be reached.

Experimental or Investigational treatments; procedures; hospitalizations; drugs; biological products; or medical devices, except as otherwise stated in this Booklet.

Eye Exams; eyeglasses; contact lenses; and all fittings, except as otherwise stated in this Booklet; orthoptic therapy.

Facility charges (e.g., operating room, recovery room, use of equipment) when billed for by a Provider that is not an eligible Facility.

Fertility services or supplies furnished in connection with any procedures to enhance fertility which involve harvesting, storage and/or manipulation of eggs and sperm. This includes, but is not limited to the following: a) procedures invitro fertilization; embryo transfer; embryo freezing; and Gamete Intra-fallopian Transfer (GIFT) and Zygote Intra-fallopian Transfer (ZIFT); donor sperm, surrogate motherhood and b) Prescription Drugs not eligible under the Prescription Drugs section of the Plan.

Food products (including enterally administered food products, except when used as the sole source of nutrition). But, this exclusion does not apply to the foods, food products and specialized non-standard infant formulas that are eligible for coverage in accordance with the subsections "Inherited Metabolic Disease" and "Specialized Non-standard Infant Formulas" in this Booklet's "Summary of Covered Services and Supplies."

Hearing aids or fitting of hearing aids except as stated in the "Hearing Aids and Newborn Hearing Screening" provision, services or supplies related to hearing aids and hearing exams to determine the need for hearing aids or the need to adjust them.

Herbal medicines services or supplies.

Home Health Care Visits connected with administration of dialysis.

Hospice Services, except as otherwise stated in this Booklet.

Housekeeping services, except as an incidental part of Covered Services and Supplies furnished by a Home Health Agency.

Hypnotism.

Illness or accidental injury which occurred on the job or which is covered or could have been covered for benefits provided under workers' compensation, employer's liability, occupational disease or similar law except that this exclusion does not apply to the following persons for whom coverage under workers' compensation is optional unless such persons are actually covered for workers' compensation: a self-employed person or a partner of a limited liability partnership, members of a limited liability company or partners of a partnership who actively perform services on behalf of the self-employed business, the limited liability partnership, limited liability company or the partnership.

Illness or Injury, including a condition which is the result of an Illness or Injury, which: (a) occurred on the job; and (b) is covered or could have been covered for benefits provided under a workers' compensation, employer's liability, occupational disease or similar law. However, this exclusion does not apply to the following persons for whom coverage under workers' compensation is optional, unless such persons are actually covered for workers' compensation: a self-employed person or a partner of a limited liability partnership; members of a limited liability company or partners of a partnership who actively perform services on behalf of the self-employed business, the limited liability partnership, limited liability company or the partnership.

Immunizations, except as otherwise stated in this Booklet.

Light box therapy, and the appliance that radiates the light.

Local anesthesia charges billed separately by a Practitioner for Surgery performed on an Outpatient basis.

Maintenance therapy for:

- Physical Therapy;
- Manipulative Therapy;
- Occupational Therapy; and
- Speech Therapy.

Marriage, career or financial counseling; sex therapy.

Medical Emergency services, or supplies, when not rendered by a Practitioner.

Membership costs for: health clubs; weight loss clinics; and similar programs.

## Milieu Therapy:

Inpatient services and supplies which are primarily for milieu therapy even though covered treatment may also be provided.

This means that the Plan has determined that:

1. the purpose of all or part of an Inpatient stay is chiefly to change or control a patient's environment; and
2. an Inpatient setting is not Medically Necessary and Appropriate for the treatment furnished, if any.

Non-medical equipment, which may be used chiefly for personal hygiene or for the comfort or convenience of a Covered Person rather than for a medical purpose. This includes: air conditioners; dehumidifiers; purifiers; saunas; hot tubs; televisions; telephones; first aid kits; exercise equipment; heating pads; and similar supplies which are useful to a person in the absence of Illness or Injury.

Pastoral counseling.

Personal comfort and convenience items.

Private Duty Nursing, except as otherwise stated in this Booklet.

Psychoanalysis to complete the requirements of an educational degree or residency program.

Psychological testing for educational purposes.

Removal of abnormal skin outgrowths and other growths. This includes, but is not limited to, paring or chemical treatments to remove: corns; calluses; warts; hornified nails; and all other growths, unless it involves cutting through all layers of the skin. This does not apply to services needed for the treatment of diabetes.

Rest or convalescent cures.

Room and board charges for any period of time during which the Covered Person was not physically present in the room.

Routine examinations or preventive care, including related x-rays and laboratory test, except where a specific Illness or Injury is revealed or where a definite symptomatic condition is present; premarital or similar examinations or tests not required to diagnose or treat Illness or Injury except as stated in the Preventive Care section of the Plan.

Routine Foot Care, except as may be Medically Necessary and Appropriate for the treatment of certain Illnesses or Injuries. This includes treatment for: corns; calluses; flat feet; fallen arches; weak feet; chronic foot strain; symptomatic complaints of the feet, except as otherwise stated in this Booklet.

Self-administered services such as: biofeedback, patient-controlled analgesia, related diagnostic testing, self-care and self-help training.

Services and supplies related to: hearing exams to determine the need for hearing aids; the purchase, modification, repair and maintenance of hearing aids; and the need to adjust them, except as otherwise provided in **“Hearing Aids and Related Services”** and **“Newborn Hearing Screening”** in the Booklet’s “Summary of Covered Services and Supplies”.

Services for injuries resulting from a motor vehicle accident if such services are eligible for payment under the Personal Injury Protection or compulsory medical payments provisions of a motor vehicle insurance contract required by any federal or state no-fault motor vehicle insurance law. This exclusion applies whether or not a proper and timely claim for payment for these services is made under the motor vehicle insurance contract.

Services involving equipment or Facilities used when the purchase, rental or construction has not been approved in compliance with applicable state laws or regulations.

Services performed by any of these:

- a. A Hospital resident, intern or other Practitioner who: (a) is paid by a Facility or other source; and (b) is not allowed to charge for Covered Services and Supplies, whether or not the Practitioner is in training. But, Hospital-employed physician Specialists may bill separately for their services.
- b. Anyone who does not qualify as a Practitioner.

Services provided during a stay at a Facility which in whole or in part was for diagnostic studies, except as stated otherwise in this evidence of coverage. This exclusion applies when the services were provided for any of the following reasons: diagnosis, evaluation, confirmation (or to rule out), or to check the current status of a condition which was treated in the past.

Services required by the Employer as a condition of employment; services rendered through a medical department, clinic, or other similar service provided or maintained by the Employer.

Services or supplies:

- eligible for payment under either federal or state programs (except Medicare and Medicaid when, by law, this Plan is primary). This provision applies whether or not the Covered Person asserts his/her rights to obtain this coverage or payment for these services;
- for which a charge is not usually made, such as a Practitioner treating a professional or business associate, or services at a public health fair;
- for which the Provider has not received a certificate of need or such other approvals as are required by law;

- for which the Covered Person would not have been charged if he/she did not have health care coverage;
- furnished by one of these members of the Covered Person's family, unless otherwise stated in this Booklet: Spouse, child, parent, in-law, brother or sister;
- connected with any procedure or exam not needed for the diagnosis or treatment of an Injury or Illness for which a bona fide diagnosis has been made because of existing symptoms;
- needed due to an Injury or Illness to which a contributing cause was the Covered Person's commission of, or attempt to commit, a felony; or to which a contributing cause was the Covered Person's engagement in an illegal occupation;
- provided by a Practitioner if the Practitioner bills the Covered Person directly for the services or supplies, regardless of the existence of any financial or contractual arrangement between the Practitioner and the Provider;
- provided by or in a government Hospital, or provided by or in a Facility run by the Department of Defense or Veteran's Administration for a service-related Illness or Injury, unless coverage for the services is otherwise required by law;

NOTE: The above limitations do not apply to military retirees, their dependents, and the dependents of active duty military personnel who have both military health coverage and coverage under your group's program, and receive care in Facilities run by the Department of Defense or Veteran's Administration;

- provided by a licensed pastoral counselor in the course of his/her normal duties as a pastor or minister;
- provided by a social worker, except as otherwise stated in this Booklet;
- provided during any part of a stay at a Facility, or during Home Health Care, chiefly for: bed rest; rest cure; convalescence; custodial or sanatorium care, diet therapy or occupational therapy;
- received as a result of: war, declared or undeclared; police actions; service in the armed forces or units auxiliary thereto; or riots or insurrection;
- rendered prior to the Covered Person's Coverage Date or after his/her coverage under this Plan ends, except as otherwise stated in this Booklet;
- which are specifically limited or excluded elsewhere in this Booklet;
- which are not Medically Necessary and Appropriate; or
- for which a Covered Person is not legally obligated to pay.

Smoking cessation aids of all kinds and the services of stop-smoking providers except as provided under Preventive Care.

Special medical reports not directly related to treatment of the Covered Person (e.g., employment physicals; reports prepared due to litigation.)

Stand-by services required by a Practitioner; services performed by surgical assistants not employed by a Facility.

Sterilization reversal.

Sunglasses, even if by prescription.

Telemedicine services to Covered Persons who are eligible for Medicare when Medicare is primary to this Plan.

Telephone consultations, except as Horizon BCBSNJ may request.

TMJ syndrome treatment, except as otherwise stated in this Booklet.

Transplants, except as otherwise stated in this Booklet.

Transportation; travel, except as otherwise provided in this Booklet for ambulance service.

Vision therapy; vision or visual acuity training; orthoptics; pleoptics.

Vitamins and dietary supplements.

Weight reduction or control, unless there is a diagnosis of morbid obesity; special foods; food supplements; liquid diets; diet plans; or any related products, except as otherwise stated in this Booklet.

Wigs; toupees; hair transplants; hair weaving; or any drug used to eliminate baldness, except as otherwise stated in this Booklet.

# **Association Member Trust Employee Health Care Plan**

## **Uniform Amendment to Summary Plan Description Privacy Practices for Protected Health Information (“PHI”)**

Association Member Trust is the plan administrator of the Association Member Employee Health Care Plan (the “Plan”). Association Member Trust and the Plan are committed to protecting confidential and Protected Health Information (“PHI”) it collects from you or receives about you. Any insurance companies utilized by Association Member Trust or the Plan to maintain the Plan are required by law to maintain the privacy of your PHI, as are Association Member Trust, and the Plan.

The Plan is required by law to take reasonable steps to ensure the privacy of your personally identifiable health information and to inform you about:

- The Plan’s uses and disclosures of PHI
- Your privacy rights with respect to PHI
- The Plan’s duties with respect to PHI
- The person or offices to contact for further information about the Plan’s privacy practices.

### **Protected Information**

PHI is information that relates to an individual’s health, healthcare, treatment, or payment for health care that identifies the individual. Identification may be by name, social security number or similar information that relates to a specific individual. Information relating to your past health, present health, treatment, diagnosis or conditions is considered to be PHI.

### **Uses and Disclosures**

#### **Uses for which consent is Not Required**

The welfare Plans use and disclose PHI for the purposes of effecting payment of claims and health care operations. This means that this Plan may disclose PHI to the extent necessary to maintain the Plan and that are necessary for it to continue as a source of welfare benefits. Examples of such disclosures include the release of information for eligibility verification, disclosure of past claims information for the purposes of obtaining new or different coverage or stop-loss coverage, and disclosure of information when auditing claims and reviewing claims payment decisions when an appeal is filed.

The Plan may also disclose PHI when required by law. These disclosures include federal, state and other health oversight committees, public health activities and emergencies, judicial and administrative proceedings, to law enforcement officials with a warrant or subpoena, to provide information to coroners and medical examiners and disclosures for government health data systems as required by governmental entities.

In all instances of use or disclosure of PHI, Association Member Trust will make all reasonable efforts not to use or disclose any more than the minimum amount of PHI necessary to accomplish the intended purpose of the use or disclosure, taking into consideration practical and technological limitations.

### **Disclosures Requiring Written Consent**

Your written authorization generally will be obtained before the Plan will use or disclose psychotherapy notes about you from your psychotherapist. Psychotherapy notes are separately filed notes about your conversation with your mental health professional during a counseling session. They do not include summary information about your mental health treatment. The Plan may use and disclose such notes when needed by the Plan to defend against litigation filed by you.

### **Disclosures Requiring You to Agree or Disagree to Release**

Disclosure of PHI to family members, other relative and your close personal friends is allowed if:

- the information is directly relevant to the family or friend's involvement with your care or payment for that care; and,
- you have either agreed to the disclosure or have been given an opportunity to object and have not objected.

### **Individual Rights**

As a participant in the Association Member Trust Employee Health Care Plan, you have certain rights with respect to you PHI.

- You have the right to access your own PHI as maintained by the Plan, including a right to inspect and copy that information.
- You have the right to request amendment or correction of PHI if that information is inaccurate or incomplete.
- You have the right to receive confidential communications of PHI should you request that information from the Plan.
- You have the right to receive an accounting of instances when PHI has been disclosed for purposes other than treatment, payment and health care operations.
- You have the right to obtain this Notice and a copy of the Privacy Policy from the Plan if you request them, including a paper copy of this notice if it was received electronically.
- You have the right to request that the Plan restrict uses and disclosures of PHI. However, the Plan is not required to agree with a requested restriction.

## **The Plan's Obligations**

The Association Member Trust Employee Health Care Plan will take every reasonable step to ensure that any subcontractors or agents who may receive PHI agree to the same restrictions as are placed on Association Member Trust or the Plan. Association Member Trust as the plan administrator shall report to the Plan instances of use or disclosure of PHI that is inconsistent with the privacy regulations.

The Plan shall make PHI available to individuals, and shall permit individuals to amend their PHI when requested. The Plan will also provide individuals with an accounting of any instances where the individuals' PHI has been disclosed by the Plan for any reason other than for payment of claims or operation of the Plan coverage.

Association Member Trust agrees to return to the Plans any PHI received when it is no longer needed, or such information shall be destroyed by Association Member Trust, if feasible. Association Member Trust shall also make sure that adequate separation has been established between the Plan and employees of Association Member Trust to prevent inadvertent disclosure of PHI. Association Member Trust further warrants that it will not use or disclose PHI for employment related actions.

This notice does not apply to information that has been de-identified. De-identified information is that information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual.

In addition, the Plan may use or disclose "summary health information" to Association Member Trust, for obtaining premium bids or modifying, amending or terminating group health plans. Summary health information is that which summarizes the claims history or claims experience of the group that has been otherwise de-identified.

The Plan reserves the right to amend or change its privacy practices at any time and to apply the change to any PHI received prior to the date of amendment. If a privacy practice is changed, a revised version of this Notice will be provided to all participants and beneficiaries for who the Plan maintains PHI. Any revised version of this Notice will be issued within sixty (60) days of the effective date of any material change to the privacy practices.

## **Your Right to File A Complaint**

If you believe that your privacy rights have been violated, you may complain to the Plan in care of the following officer:

Timothy Harbison  
Privacy Official  
Association Member Trust  
PO Box 506  
Short Hills, NJ 07078  
(973) 379-1090

You may file a complaint with the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, DC 20201.

The Plan will not retaliate against you for filing a complaint.

### **Whom to Contact for More Information**

If you have any questions regarding this Notice or the subjects addressed in it, you may contact the following officer:

Timothy Harbison  
Privacy Official  
Association Member Trust  
PO Box 506  
Short Hills, NJ 07078  
(973)379-1090

### **Statement with Regard to Insurance Certificates**

The Association Member Trust utilizes the service of insurance companies to provide uniform certificates of insurance describing the rights, obligations and options for participants in the Plan. To the extent these certificates of insurance as provided by the insurance companies are missing this provision, or a similar provision regarding privacy of participant health information, this statement is intended as a supplement to the summary plan description and certificate of insurance of the Association Member Trust Employee Health Care Plan.

## BENEFITS PAYABLE FOR AUTOMOBILE RELATED INJURIES

This section applies when expenses are Incurred by a Covered Person due to an Automobile Related Injury.

### Definitions

**"Automobile Related Injury":** Bodily injury of a Covered Person due to an accident while occupying, entering into, alighting from or using an auto; or if the Covered Person was a pedestrian, caused by an auto or by an object propelled by or from an auto.

**"Allowable Expense":** A Medically Necessary and Appropriate, reasonable and customary item of expense that is at least in part a Covered Charge under this Plan or PIP.

**"Eligible Expense":** That portion of expense Incurred for treatment of an Injury which is covered under this Plan without application of Deductibles or Copayments, if any.

**"Out-of-State Automobile Insurance Coverage" or "OSAIC":** Any coverage for medical expenses under an auto insurance contract other than PIP. This includes auto insurance contracts issued in another state or jurisdiction.

**"PIP":** Personal injury protection coverage (i.e., medical expense coverage) that is part of an auto insurance contract issued in New Jersey.

### Application of this Provision

When expenses are Incurred as a result of an Automobile Related Injury, and the injured person has coverage under PIP or OSAIC, this provision will be used to determine whether this Plan provides coverage that is primary to such coverage or secondary to such coverage. It will also be used to determine the amount payable if this Plan provides primary or secondary coverage.

### Determination of Primary or Secondary Coverage

This Plan provides secondary coverage to PIP unless this Plan's health coverage has been elected as primary by or for the Covered Person. This election is made by the named insured under a PIP contract. It applies to that person's family members who are not themselves named insured under other auto contracts. This Plan may be primary for one Covered Person, but not for another if the persons have separate auto contracts and have made different selections regarding the primary of health coverage.

This Plan is secondary to OSAIC. But, this does not apply if the OSAIC contains provisions that make it secondary or excess to the Covered Person's other health benefits. In that case, this Plan is primary.

If the above rules do not determine which health coverage is primary, or if there is a dispute as to whether this Plan is primary or secondary, this Plan will provide benefits for Covered Charges as if it were primary.

### **Benefits This Plan Will Pay if it is Primary to PIP or OSAIC**

If this Plan is primary to PIP or OSAIC, it will pay benefits for Covered Charges in accordance with its terms. If there are other plans that: (a) provide benefits to the Covered Person; and (b) are primary to auto insurance coverage, then this Plan's rules regarding the coordination of benefits will apply.

### **Benefits This Plan Will Pay if it is Secondary to PIP**

If this Plan is secondary to PIP, the actual coverage will be the lesser of:

- a. the Allowable Expenses left uncovered after PIP has provided coverage (minus this Plan's Deductibles, Copayments, and/or Coinsurance); or
- b. the actual benefits that this Plan would have paid if it provided its coverage primary to PIP.

### **Medicare**

To the extent that this Plan provides coverage that supplements Medicare's, then this Plan can be primary to automobile insurance only insofar as Medicare is primary to auto insurance.

## **SUBROGATION AND REIMBURSEMENT**

If another person or entity, through an act or omission, causes any participant, beneficiary, or any other covered person receiving benefits under this Plan, hereinafter individually and collectively referred to as “Covered Person”, to suffer an injury or illness, and in the event benefits were paid under the Plan for that injury or illness, a Covered Person must agree to the provisions listed below. Additionally, if a Covered Person is injured and no other person or entity is responsible but a Covered Person receives (or is entitled to) a recovery from another source, and if the Plan paid benefits for that injury, a Covered Person must refund the Plan all benefits paid and must also agree to the provisions listed below.

This Plan provides benefits to or on behalf of said Covered Person only on the following terms and conditions:

1. In the event that benefits are provided under this Plan, the Plan shall be subrogated to all of the Covered Person’s or the Covered Person’s representative’s (representative for this purpose includes, if applicable, heirs, administrators, legal representatives, parents (if a minor), successors, or assignees) rights of recovery against any person or organization to the extent of the benefits provided to the Covered Person. The Covered Person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Covered Person shall do nothing after loss to prejudice such rights. The Covered Person hereby agrees to cooperate with the Plan and/or any representatives of the Plan in completing such forms and in giving such information surrounding any injury, illness, or accident as the Plan or the Plan representatives deem necessary to fully investigate the incident.
2. The Plan is also granted a right of reimbursement from the proceeds of any recovery whether by settlement, judgment, or otherwise. This right of reimbursement is cumulative with and not exclusive of the subrogation right granted in paragraph 1, but only to the extent of the benefits provided by the Plan. The Plan is entitled under its right of recovery to be reimbursed for the full amount of the Plan’s benefit payments even if the Covered Person is not “made whole” for all of his or her damages in the recoveries that he or she receives.
3. The Plan’s right to reimbursement is, and shall be, prior and superior to the right of any other person or entity, including the Covered Person.
4. By accepting benefits hereunder, the Covered Person hereby grants an automatic lien against and assigns to the Plan, in an amount equal to the benefits paid by the Plan, any recovery, whether by settlement, judgment, or other payment intended for, payable to, or received by the Covered Person, or on behalf of the Covered Person. The Covered Person hereby consents to said lien and/or assignment and agrees to take whatever steps are necessary to help the Plan secure said lien and/or assignment. The Covered Person agrees that said lien and/or assignment shall constitute a charge upon the proceeds of any recovery and the Plan shall be entitled to assert security interest thereon.

5. By the acceptance of benefits under the Plan, the Covered Person and his or her representatives agree to serve as a constructive trustee and to hold the proceeds of any settlement, judgment and/or other payment in constructive trust for the benefit of the Plan to the extent of 100% of all benefits paid on behalf of the Covered Person.
6. The subrogation and reimbursement rights and liens apply to any recoveries made by the Covered Person as a result of the injuries sustained, including but not limited to the following:
  - a. Payments made directly by the third party tortfeasor, or any insurance company on behalf of the third party tortfeasor, or any other payments on behalf of the third party tortfeasor.
  - b. Any payments or settlements or judgment or arbitration awards paid by any insurance company under an uninsured or underinsured motorist coverage, whether on behalf of a Covered Person or other person.
  - c. Any other payments from any source designed or intended to compensate a Covered Person for injuries sustained.
  - d. Any worker's compensation award or settlement.
  - e. Any recovery made pursuant to no-fault insurance.
  - f. Any medical payments made as a result of such coverage in any automobile or homeowners insurance policy.
7. The Covered Person shall not take action that may prejudice the Plan's right of recovery, including but not limited to the assignment of any rights of recovery from any tortfeasor or other person or entity. No Covered Person shall make any settlement which specifically reduces or excludes, or attempts to reduce or exclude the benefits provided by the Plan. The Plan will not reduce its share of any recovery unless, in the exercise of its discretion, the Plan agrees in writing.
8. The Plan's right of recovery shall be a prior lien against any proceeds recovered by the Covered Person, which right shall not be defeated nor reduced by the application of any doctrine purporting to defeat the Plan's recovery rights by allocating the proceeds exclusively to non-medical expense damages. Accordingly, the Plan is entitled under its right of recovery to be reimbursed for its benefit payments even if the Covered Person is not "made whole" for all of his or her damages in the recoveries he or she receives; there shall be no application of the "made whole" doctrine, "rimes doctrine" or any such doctrine defeating the Plan's right of recovery.

9. No Covered Person hereunder shall incur any expenses on behalf of the Plan in pursuit of the Plan's rights hereunder. Specifically, no court costs or attorney's fees may be deducted from the Plan's recovery without the prior express written consent of the Plan and the Plan's right of recovery is not subject to reduction of attorney's fees and costs under the "common fund" or any other doctrine.
10. In the event that a Covered Person shall fail or refuse to honor its obligations hereunder, then the Plan shall be entitled to recover any costs incurred in enforcing the terms hereof including but not limited to attorney's fees, litigation, court costs, and other expenses. The Plan shall also be entitled to offset the reimbursement obligation against any entitlement to future Plan benefits hereunder until the Covered Person has fully complied with his or her reimbursement obligations hereunder, regardless of how those future Plan benefits are incurred.
11. Any reference to state law in any other provision of this policy shall not be applicable to this provision, if the Plan is governed by ERISA. By acceptance of benefits under the Plan, the Covered Person agrees that a breach hereof would cause irreparable and substantial harm and that no adequate remedy at law would exist. Further, the Plan shall be entitled to invoke such equitable remedies as may be necessary to enforce the terms of the Plan, including, but not limited to, specific performance, restitution, the imposition of an equitable lien and/or constructive trust, as well as injunctive relief.

## CLAIMS PROCEDURES

Claim forms and instructions for filing claims will be provided to Covered Persons. Completed claim forms and any other required materials must be submitted to Horizon BCBSNJ or its designees for processing. Covered Persons do not need to file claims for In-Network Covered Services and Supplies. For Out-of-Network Covered Services and Supplies, Covered Persons will generally have to file a claim for benefits, unless a state law requires Providers to file claims on behalf of Covered Persons. In this case, however, a Covered Person still has the option to file claims on his/her own behalf.

### Submission of Claims

These procedures apply to the filing of claims. All notices will be in writing.

- a. Claim forms must be filed no later than 12 months after the date the services were Incurred.
- b. Itemized bills must accompany each claim form. A separate claim form is needed for each claim filed. In general, the bills must contain enough data to identify: the patient; the Provider; the type of service and the charge for each service and the Provider's license number.

Bills for Private Duty Nursing must state that the Nurse is a Registered Nurse (R.N.) or a Licensed Practical Nurse (L.P.N.) and must contain the Nurse's license number.

- c. If a claim is denied or disputed, in whole or in part, Horizon BCBSNJ will notify the claimant (or his/her agent or designee) of it within 30 calendar days after receipt of the claim.

The denial notice will set forth:

1. the reason(s) the claim is denied;
2. specific references to the main Plan provision(s) on which the denial is based;
3. a specific description of any further material or information needed to complete the claim, and why it is needed;
4. a statement that the claim is disputed, if this is so. If the dispute is about the amount of the claim, Horizon BCBSNJ will explain why and also explain why any coding changes were made;
5. a statement of the special needs to which the claim is subject, if this is the case;
6. an explanation of the Plan's claim review procedure, including any rights to pursue civil action;

7. if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the decision, either the specific rule or a statement that such a rule was relied upon in making the decision, and that a copy of such rule will be provided free of charge upon request;
  8. if the decision is based on Medical Necessity and Appropriateness or an Experimental or Investigational (or similar) exclusion or limitation, either an explanation of the scientific or clinical judgment for the decision, applying the terms of the Plan to the medical circumstances, or a statement that such explanation will be provided free of charge upon request;
  9. if the decision involves a Medical Emergency or Urgent Care, a description of the expedited review process applicable to such claims; and
  10. the toll free number that the Covered Person or his/her Provider can call to discuss the claim.
- d. This applies if you are the non-custodial parent of a Child Dependent. In this case, Horizon BCBSNJ will give the custodial parent the information needed for the Child Dependent to obtain benefits under the Plan. Horizon BCBSNJ will also permit the custodial parent, or the Provider with the authorization of the custodial parent, to submit claims for Covered Services and Supplies without your approval.

#### **To Whom Payment Will Be Made**

- a. Payment for services of an In-Network Provider or a BlueCard Provider will be made directly to that Provider if the Provider bills Horizon BCBSNJ, as Horizon BCBSNJ determines. To receive In-Network coverage, a Covered Person must show his/her ID card when requesting Covered Services and Supplies from a Provider that has such an agreement.
- b. Payment for services of Out-of-Network Providers will be made to you.
- c. Except as stated above, in the event of a Covered Person's death or total incapacity, any payment or refund due will be made to his/her heirs, beneficiaries, trustees or estate.
- d. If you are the non-custodial parent of a Child Dependent, Horizon BCBSNJ will pay claims filed as described above under "Submission of Claims" directly to: the Provider or Custodial parent; or the Division of Medical Assistance and Health Services in the Department of Human Services which administers the State Medicaid program, as appropriate.

If Horizon BCBSNJ pays anyone who is not entitled to benefits under this Plan, Horizon BCBSNJ has the right to recover those payments on behalf of the Plan.

## **BLUECARD**

### **Overview**

Horizon BCBSNJ has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as “Inter-Plan Arrangements.” These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association (“Association”). Whenever Covered Persons access healthcare services outside the geographic area we serve, the claims for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area we serve, Covered Persons obtain care from healthcare providers that have a contractual agreement (“BlueCard Providers”) with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (“Host Blue”). In some instances, Covered Persons may obtain care from healthcare providers in the Host Blue geographic area that do not have a contractual agreement (“nonparticipating providers”) with the Host Blue. Horizon BCBSNJ remains responsible for fulfilling our contractual obligations to the Covered Person. Horizon BCBSNJ's payment practices in both instances are described below.

This disclosure describes how claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements.

Note that Dental Care Benefits that are not paid as medical claims/benefits, and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by Horizon BCBSNJ to provide the specific service or services, are not processed through Inter-Plan Arrangements.

### **BlueCard® Program**

The BlueCard Program is an Inter-Plan Arrangement. Under this Inter-Plan Arrangement, when Covered Persons access Covered Services and Supplies within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its BlueCard Providers. The financial terms of the Inter-Plan Arrangements are described generally below.

### **Liability Calculation Method Per Claim – In General**

#### Covered Person's Liability Calculation

Unless subject to a fixed dollar copayment, the calculation of the Covered Person’s liability on claims for Covered Services and Supplies will be based on the lower of the BlueCard Provider's billed Covered Charges or the negotiated price made available to Horizon BCBSNJ by the Host Blue.

## Claims Pricing

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's healthcare provider contracts. The negotiated price made available to us by the Host Blue may be represented by one of the following:

- (i) An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or
- (ii) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements and performance-related bonuses or incentives; or
- (iii) An average price. An average price is a percentage of billed Covered Charges in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its healthcare providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or average price. Host Blues using either an estimated price or an average price may prospectively increase or reduce such prices to correct for over- or underestimation of past prices (i.e., prospective adjustment may mean that a current price reflects additional amounts or credits for claims already paid or anticipated to be paid to providers or refunds received or anticipated to be received from providers). However, the BlueCard Program requires that the amount paid by the Covered Person is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims. The method of claims payment by Host Blues is taken into account by Horizon BCBSNJ in determining the group's premiums.

### **Negotiated (non-BlueCard Program) National Account Arrangements**

With respect to one or more Host Plans, instead of using the BlueCard Program, Horizon BCBSNJ may process the Covered Person's claims for Covered Services and Supplies through Negotiated National Account Arrangements.

In addition, if Horizon BCBSNJ and the group have agreed that (a) Host Blue(s) shall make available (a) custom healthcare provider network(s) in connection with this agreement, then the terms and conditions set forth in Horizon BCBSNJ's Negotiated National Account Arrangement(s) with such Host Blue(s) shall apply. These include the provisions governing the processing and payment of claims when Covered Persons access such network(s). In negotiating such Negotiated National Account Arrangements, Horizon BCBSNJ is not acting on behalf of or as an agent for the group or the group health plan.

### **Covered Person's Liability Calculation.**

Covered Person liability calculation will be based on the lower of either billed Covered Charges or negotiated price (refer to the description of negotiated price under "Claims Pricing" in the "Liability Calculation Method Per Claim – In General" provision above) made available to Horizon BCBSNJ by the Host Blue that allows the Covered Person access to negotiated participation agreement networks of specified participating healthcare providers outside of Horizon BCBSNJ's service area.

### **Special Cases: Value-Based Programs**

#### Value-Based Programs Overview

The Covered Person may access Covered Services and Supplies from providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated National Account Arrangement(s).

#### Value-Based Programs under the BlueCard Program

Horizon BCBSNJ has included a factor for bulk distributions from Host Blues in a group's premium for Value-Based Programs when applicable under this Booklet.

#### Value-Based Programs under Negotiated National Account Arrangements

If Horizon BCBSNJ has entered into a Negotiated National Account Arrangement with a Host Blue to provide Value-Based Programs to Covered Persons, Horizon BCBSNJ will follow the same procedures for Value-Based Programs as noted above in the Liability Calculation Method Per Claim – In General section.

### **Return of Overpayments**

Recoveries of overpayments from a Host Blue or its BlueCard Providers and nonparticipating providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, audits, utilization review refunds and unsolicited refunds. Recoveries will be applied so that corrections will be made, in general, on either a claim-by-claim or prospective basis.

### **Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees**

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee that applies to insured accounts. If applicable, Horizon BCBSNJ will include any such surcharge, tax or other fee in determining a group's premium.

## **Non-Participating Healthcare Providers Outside Horizon BCBSNJ's Service Area**

### **Covered Person's Liability Calculation**

#### **In General**

When Covered Services and Supplies are provided outside of Horizon BCBSNJ's service area by nonparticipating providers, the amount(s) a Covered Person pays for such services will be based on either the Host Blue's nonparticipating healthcare provider local payment or the pricing arrangements required by applicable state law. In these situations, the Covered Person may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Horizon BCBSNJ will make for the Covered Services and Supplies as set forth in this paragraph. Payments for out-of-network emergency services will be provided as if the care was provided by a participating healthcare provider with respect to application of the Covered Person's copayment, deductible or coinsurance.

#### **Exceptions**

In some exception cases, at the group's direction Horizon BCBSNJ may pay claims from nonparticipating healthcare providers outside of Horizon BCBSNJ's service area based on the provider's billed charge. This may occur in situations where a Covered Person did not have reasonable access to a BlueCard Provider, as Determined by Horizon BCBSNJ in Horizon BCBSNJ's sole and absolute discretion in accordance with this Booklet or by state and/or federal law, as applicable. Adverse Determinations can be reviewed by an independent utilization review agency (IURO), court of law, arbitrator or any administrative agency having the appropriate jurisdiction.

In other exception cases, at the group's direction, Horizon BCBSNJ may pay such claims based on the payment Horizon BCBSNJ would make if Horizon BCBSNJ were paying a nonparticipating provider inside of Horizon BCBSNJ's service area, as described elsewhere in this Booklet. This may occur where the Host Blue's corresponding payment would be more than Horizon BCBSNJ's in-service area nonparticipating provider payment. Horizon BCBSNJ may choose to negotiate a payment with such a provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Covered Person may be responsible for the difference between the amount that the nonparticipating healthcare provider bills and the payment Horizon BCBSNJ will make for the Covered Services and Supplies as set forth in this paragraph.

### **BCBS Global Core Coverage TM**

**General Information.** If Covered Persons are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands (hereinafter: "BlueCard service area"), they may be able to take advantage of BCBS Global Core when accessing Covered Services and Supplies. The BCBS Global Core Coverage is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although BCBS Global Core assists Covered Persons with accessing a network of inpatient, outpatient and professional

providers, the network is not served by a Host Blue. As such, when Covered Persons receive care from providers outside the BlueCard service area, the Covered Persons will typically have to pay the providers and submit the claims themselves to obtain reimbursement for these services.

### Inpatient Services

In most cases, if Covered Persons contacts the BCBS Global Core Service Center for assistance, hospitals will not require Covered Persons to pay for covered inpatient services, except for their cost-share amounts. In such cases, the hospital will submit Covered Persons' claims to the BCBS Global Core Service Center to initiate claims processing.

However, if Covered Persons paid in full at the time of service, the Covered Persons must submit a claim to obtain reimbursement for Covered Services and Supplies. Covered Persons must contact Horizon BCBSNJ 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 Covered Persons to pay in full at the time of service. Covered Persons must submit a claim to obtain reimbursement for Covered Services and Supplies.

### Submitting a BCBS Global Core Claim

When Covered Persons pay for Covered Services and Supplies outside the BlueCard service area, they must submit a claim to obtain reimbursement. For institutional and professional claims, Covered Persons should complete a BCBS Global Core claim form and send the claim form with the provider's itemized bill(s) to the BCBS Global Core Service Center address on the form to initiate claims processing. The claim form is available from Horizon BCBSNJ, BCBS Global Core Service Center, or online at [www.bcbsglobalbasic.com](http://www.bcbsglobalbasic.com). If Covered Persons need assistance with their claim submissions, they should call BCBS Global Core at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

## APPEALS PROCESS

A Covered Person (or a Provider or authorized representative acting on behalf of the Covered Person and with his/her consent) may appeal Adverse Benefit Determinations. There are two types of Adverse Benefit Determinations, administrative and utilization management. “Administrative” determinations involve issues such as eligibility for coverage, benefit decisions, etc. “Utilization management” determinations are decisions that involve the use of medical judgment and/or deny or limit an admission, service, procedure or extension of stay based on the Plan's clinical and medical necessity criteria. The appeal processes for the two types differ and are described briefly below.

No Covered Person or Provider who files an appeal will be subject to disenrollment, discrimination or penalty. If there is a claim denial for either type of decision, you will receive information that includes the reason for the denial, a reference to the Plan provision on which it is based, and a description of any internal rule or protocol that affected the decision.

### **Appeals Process for Adverse Administrative Decisions**

For this type of adverse claim decision, you will be notified of a denial as quickly as possible, but not later than the following:

- (a) 72 hours from receipt of an Urgent Care Claim;
- (b) 15 days from receipt of a Pre-service Claim (excluding claims made for Substance Use Disorder);
- (c) 30 days from receipt of a Post-service Claim; or
- (d) 24 hours from receipt of a Pre-service Claim relating to Substance Use Disorder.

If you wish to appeal the decision, you have 180 days to do so. Your written request for a review of the decision should include the reason(s) why you feel the claim should not have been denied. It should also include any additional information (e.g., medical records) that you feel support your appeal.

The decision regarding your appeal will be reached as soon as possible, but not later than the following:

- (a) For Urgent Care Claims, 72 hours from receipt of your appeal;
- (b) For Pre-Service Claims, 30 calendar days from receipt of your appeal;
- (c) For Post-Service Claims, 60 calendar days from receipt of your appeal;
- (d) For Substance Use Disorder Claims, within 24 hours of the receipt of your appeal.

## **Appeals Process for Adverse Utilization Management Decisions**

The process for this type of adverse decision is briefly described below. A denial notification will include a brochure that fully describes your appeal rights and how you go about exercising them.

If such a claim is denied, your treating Provider can discuss your case with a Horizon BCBSNJ Medical Director, who can be reached by telephone at the number provided in the brochure. If the initial denial is upheld, you or the Provider can further appeal the decision within one year after receiving the denial letter. The appeal can be in writing or can be initiated by telephone. The applicable address and telephone number will be provided in the brochure.

Your appeal must include the following information:

- The name(s) and address(es) of the Covered Person and/or the Provider(s);
- The Covered Person's identification number;
- The date(s) of service;
- The nature of and reason behind your appeal;
- The remedy sought; and
- Any documentation that supports your appeal.

Your appeal will be decided as soon as possible, but not later than the following:

- (a) For Urgent Care Claims, within 72 hours from receipt of your appeal;
- (b) For other claims, excluding Substance Use Disorder claims, within 30 calendar days from receipt of your appeal;
- (c) For Substance Use Disorder claims, within 24 hours of receipt of your appeal.

## **External Appeal Rights**

If (a) the initial denial relates to an adverse utilization management decision or a rescission of coverage under the plan, (b) it is upheld pursuant to the internal appeal process, and (c) you are still dissatisfied, you have the additional right to pursue an external appeal with an Independent Review Organization (IRO). To exercise this right, you must request an external appeal in writing within four months after receiving our final internal appeal decision. The brochure accompanying our initial denial and final internal appeal decision will provide full details regarding the process that must be followed to request and obtain an external review. Generally, you must complete the internal appeal process before your claim will be eligible for external review. A small filing fee may be required. If so, it will be noted in the brochure.

If the process for obtaining this review is successfully completed, and your claim is deemed eligible, you will be notified and your appeal will be assigned to an IRO. Once it is assigned, the IRO will notify you about any additional steps that must be taken to complete your appeal. Once all of these additional steps are completed, the IRO will review all of the information in your case as if it were new. The IRO is not bound by any decisions or conclusions that were reached during the internal appeals process.

The IRO's decision will be communicated to you in writing within 45 calendar days after its receipt of the appeal, or, if your external appeal request was handled on an expedited basis due to your medical circumstances, within 72 hours. The written decision issued by the IRO will include complete information regarding your appeal and the rationale for the decision. The decision will also include a statement that the IRO's decision is binding except to the extent that other remedies may be available to you or the Plan pursuant to state or federal law. If the decision is favorable to you, the Plan must pay benefits without delay even if it intends to seek other judicial remedies. The decision will also advise you about other resources that may be available to you for additional assistance.

The IRO will complete its review of the Substance Use Disorder appeal and issue its decision in writing within 48 hours from its receipt of the request for the review.

## ERISA INFORMATION

The following information, together with the information contained in the rest of this Booklet, comprise the Summary Plan Description required by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

**Name of Plan:** Association Member Trust

**Plan Sponsor:** Direct Access Program administered by Horizon Blue Cross Blue Shield of New Jersey.

**Plan Administrator:** Association Member Trust  
P.O. Box 506  
636 Morris Turnpike, Suite 2A  
Short Hills, NJ 07078

**Employer Identification Number:** 226315089

**Plan Number:** 501

### **Classification and Funding:**

The Plan described in this Booklet is classified as a welfare benefits plan by the Department of Labor. It is funded by both the company and Employee contributions.

**Type of Administration:** Contract Administration. Benefits are provided in accordance with the provisions of the Plan Sponsor. Horizon Blue Cross Blue Shield of New Jersey provides administrative services only.

**Claims Administrator:** Horizon Blue Cross Blue Shield of New Jersey, Inc.

**Agent for Service of Legal Process:** Plan Administrator

The Plan Year begins on January 1 and ends on December 31.

### **Plan Administrator Authority and Powers:**

The Plan Administrator shall have exclusive discretionary authority and power to determine eligibility for benefits and to construe the terms and provisions of this Plan, to determine questions of fact and law arising under this Plan, and to exercise all of the powers necessary for the operation of this Plan.

### **Plan Modification and Termination Information**

Notwithstanding anything to the contrary in this Summary Plan Description, the Plan Sponsor/Administrator expressly reserves the right, at any time, for any reason and without limitation to terminate, modify or otherwise amend this Plan and any or all of the benefits provided there under, either in whole or in part, whether to all persons covered thereby or one or

more groups thereof. These rights include specifically, but are not limited to, (1) the right to terminate benefits under the Plan with respect to any participant therein; (2) the right to modify benefits under this Plan to all or any group of participants therein; (3) the right to require or increase contributions by any participants therein towards the cost of this Plan; and (4) the right to amend this Plan or any term or condition thereof; in each case, whether or not such rights are exercised with respect to any other participant or group of participants in this plan.

### **Not a Contract of Employment**

No provision of the Plan described in this Booklet is to be considered a contract of employment. The Employer's rights with respect to disciplinary actions and termination of Employees are in no way changed by the provisions of the Plan.

If you have any questions about the Plan, contact the Plan Administrator.

## STATEMENT OF ERISA RIGHTS

As a participant in the **Association Member Trust Plan**, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

- Receive information about your plan and benefits.
- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review the summary plan description and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to **\$110.00** a day until you receive

the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plans' decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example if it finds your claim is frivolous.

### **Assistance with Your Questions**

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

## ASSOCIATION MEMBER TRUST TRUSTEES

January 2024

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**Betty Boros .**

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Elmwood Park, NJ 07407

**Norm Woolley**

Woolley Fuel  
12 Burnett Ave.  
Maplewood, NJ 07040

## **SERVICE CENTERS**

If you have any questions about this Plan, call the Service Center.

Telephone personnel are available:

**Monday, Tuesday, Wednesday and Friday from 8:00a.m. to 8:00p.m.**

**Thursday from 9:00 a.m. to 8:00pm (E.T.) Eastern Time**

**For questions and assistance with your Horizon Direct Access benefits and services, please call:**

**1-800-355-BLUE  
(2583)**

**For Mental Health and Substance Use Disorders, please call:**

**1-800-626-2212**

**For Pre-Admission Review and Individual Case Management, please call:**

**1-800-664-BLUE  
(2583)**

**For Prescription Drug coverage, please call the Prime Therapeutics LLC (Prime) Service Centers at:**

**1-800-370-5088**

Always have your identification card handy when calling. Your ID number helps to get prompt answers to your questions about enrollment, benefits or claims.