

**County of Rio Grande
Consolidated School District**

Open Access Plus

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INTRODUCTION

■ Notices

Cigna Commitment to Quality

Our **Commitment to Quality** guide gives you access to the latest information about our program activities and results, including how we met our goals, as well as details about key guidelines and procedures. Log on to the website shown on your ID card to access this information. If you have questions about the quality program, would like to provide your feedback and/or cannot access the information online and would like a paper copy, please call the phone number on your ID card.

Women's Health and Cancer Rights Act

This Notice is required by the Women's Health and Cancer Rights Act of 1998 (WHCRA) to inform you, as a member of the Plan, of your rights relating to coverage provided through the Plan in connection with a mastectomy. As a Plan Member, you have rights to coverage provided in a manner determined in consultation with your attending Physician for:

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

This coverage may be subject to deductible and copayment provisions, if your Plan includes such provisions. Additional details regarding this coverage are provided in the Plan. Keep this notice for your records and call your Plan Administrator for more information.

Statement of Rights Under the Newborns' and Mothers' Health Protection Act

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a 48 (or 96) hour length of stay.

■ About This Plan

County of Rio Grande Consolidated School District #8 DBA Monte Vista School District (the Employer) has established an Employee Welfare Benefit Plan. As of July 1, 2015, the medical and drug benefits described in this booklet form a part of the Employee Welfare Benefit Plan and are referred to collectively in this booklet as the Plan. The Employee Welfare Benefit Plan will be maintained pursuant to the medical and drug benefit terms described in this booklet. The Plan may be amended from time to time.

This booklet takes the place of any other issued to you on a prior date.

The medical and drug benefits described in this booklet are self-funded by the Employer. The Employer is fully responsible for the self-funded benefits. Cigna Health and Life Insurance Company (Cigna) processes claims and provides other services to the Employer related to the self-funded benefits. Cigna does not insure or guarantee the self-funded benefits.

Defined terms are capitalized and have specific meaning with respect to medical and drug benefits, see GLOSSARY.

Discretionary Authority

The Plan Administrator has the discretionary authority to control and manage the operation and administration of the Employer's self-funded medical and drug benefit Plan. The Plan Administrator in his or her discretionary authority, will determine benefit eligibility under such self-funded Plan, construe the terms of the self-funded Plan and resolve any disputes which may arise with regard to the rights of any person under the terms of the self-funded Plan, including but not limited to eligibility for participation and claims for benefits.

For initial claim determination, the Plan Administrator has the discretionary authority to determine eligibility and to interpret the Plan. For claim appeals, the Plan Administrator has designated Cigna Health and Life Insurance Company as the appeals fiduciary. Cigna will have the discretionary authority to determine whether a claim should be paid or denied on appeal and according to the Plan provisions.

Plan Modification, Amendment and Termination

The Employer reserves the right to, at any time, change or terminate benefits under the Plan, to change or terminate the eligibility of classes of employees to be covered by the Plan, to amend or eliminate any other Plan term or condition, and to terminate the whole Plan or any part of it. Contact the Employer for the procedure by which benefits may be changed or terminated, by which the eligibility of classes of employees may be changed or terminated, or by which part or all of the Plan may be terminated. No consent of any Plan Member is required to terminate, modify, amend or change the Plan.

Rescission

A Member's health coverage may not be rescinded (retroactively terminated) by Cigna, the Employer or Plan sponsor unless:

- the Employer or Plan sponsor or a Member (or a person seeking coverage on behalf of the individual) performs an act, practice or omission that constitutes fraud; or
- the Employer or Plan sponsor or a Member (or a person seeking coverage on behalf of the individual) makes an intentional misrepresentation of material fact.

Selection of a Primary Care Provider

This Plan allows the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. For information on how to select a primary care provider, and for a list of network primary care providers, visit the website or contact Member Services at the phone number listed on your ID card. A pediatrician may be designated as a child's primary care provider.

OPEN ACCESS PLUS MEDICAL BENEFITS SUMMARY

This summary provides a general description of your medical benefits. It does not list all benefits. The Plan contains limitations and restrictions that could reduce the benefits payable under the Plan. Please read the entire booklet for details about your benefits.

The plan includes a nationwide network of Hospitals and Doctors. When you select a network provider, this Plan pays a greater share of the costs than if you select a provider that is not a network provider. For the names of network providers, contact Member Services at the phone number or website address shown on the Member ID card. You are responsible for confirming that a provider is a network provider.

When you receive services from a network provider, remind your provider to utilize network providers for x-rays, lab tests and other services so that the cost may be considered at the network level.

Plan Deductible

The Plan Deductible is the amount of covered medical expenses that must be satisfied (paid by you and/or your Dependents) each calendar year before the Plan begins to pay benefits. Expenses for network services will not apply to the non-network deductible. Expenses for non-network services and services outside the network area will not apply to the network deductible. Expenses incurred for Special Services will always apply to the network deductible even when not performed by a network provider.

Network or Outside the Network Area Preventive Care - The Plan Deductible does not apply to expenses for Preventive Care services, including lab tests and x-rays, and office visits.

Covered expenses other than Preventive Care - If the Plan Deductible does not apply, as shown below, to a non-network covered expense, then it also does not apply to the covered expense when the expense is incurred outside the network area.

The Plan Deductible applies to all covered expenses except:

- expenses subject to a copay
- expenses for Network Urgent Care Facility Visit (includes all services rendered as part of the visit)
- expenses for Emergency Room Visit (includes all services rendered as part of the visit)
- expenses for contraceptives from a network or outside the network area provider
- expenses for Network mental health outpatient office visits
- expenses for Network chemical dependency outpatient office visits
- expenses for Network Doctor office visits (office services are separate from the office visit)

Note: This refers to office visits other than for, if covered under the Plan, mental health and chemical dependency.

- expenses for lab tests performed in a Network Doctor's office
- expenses for x-rays, other than advanced radiology, performed in a Network Doctor's office
- expenses for other office services (diagnostic services, allergy injections) performed in a Network Doctor's office (see "Office Visits and Services" in Covered Expenses for information about what is considered to be other office services)
- expenses for lab tests performed in a Network independent facility
- expenses for lab tests performed in a Network outpatient facility
- expenses for x-rays, other than advanced radiology, performed in a Network outpatient facility

Individual Calendar Year Deductible

- | | |
|--|-------------|
| - Network | \$6,000.00 |
| - Non-network and outside the Network Area | \$12,000.00 |

Family Calendar Year Deductible

- | | |
|--|-------------|
| - Network | \$12,000.00 |
| - Non-network and outside the Network Area | \$24,000.00 |

OPEN ACCESS PLUS MEDICAL BENEFITS SUMMARY - Continued

Medical Management Program

Ineligible Expense Penalty per claim \$250.00

Out-of-Pocket Maximum

Plan Deductible, medical expense copays and coinsurance amounts paid by you and your covered Dependents for network services accumulate toward the Network Out-of-Pocket Maximum. Prescription drug copay amounts paid by you and your covered Dependents accumulate toward the Network Out-of-Pocket Maximum.

Plan Deductible, medical expense copays and coinsurance amounts paid by you and your covered Dependents for non-network services and services outside the network area accumulate toward the Non-network and Services outside the Network Area Out-of-Pocket Maximum.

The following expenses do **not** accumulate toward the Out-of-Pocket Maximums:

- expenses not covered under this Plan.
- expenses the Plan pays at 100%.
- Medical Management Ineligible Expense Penalty.

The Individual Calendar Year Out-of-Pocket Maximum for Network must be met before covered expenses for network services will be payable at 100% for the remainder of that calendar year.

The Individual Calendar Year Out-of-Pocket Maximum for Non-Network and Services outside the Network Area must be met before covered expenses for non-network services and services outside the Network Area will be payable at 100% for the remainder of that calendar year.

If the Family Calendar Year Out-of-Pocket Maximum for Network is met, then covered expenses for network services for all covered family Members, even those who have not yet met the Individual Calendar Year Out-of-Pocket Maximum for Network, will be payable at 100% for the remainder of that calendar year.

If the Family Calendar Year Out-of-Pocket Maximum for Non-Network and services outside the Network Area is met, then covered expenses for non-network services and Services outside the Network Area for all covered family Members, even those who have not yet met the Individual Calendar Year Out-of-Pocket Maximum for Non-Network and Services outside the Network Area, will be payable at 100% for the remainder of that calendar year.

Plan Deductible does not apply after the Out-of-Pocket Maximum has been met.

Medical expense copays do not apply after the Out-of-Pocket Maximum has been met.

Individual Calendar Year Out-of-Pocket Maximum

- Network	\$6,600.00
- Non-Network and Services outside the Network Area	\$25,000.00

Family Calendar Year Out-of-Pocket Maximum

- Network	\$13,200.00
- Non-Network and Services outside the Network Area	\$50,000.00

Benefit Maximum(s)

The benefit maximum(s) shown here are per person, per calendar year, unless otherwise noted.

Home Health Care	100 visits
Skilled Nursing Facility	60 days
Outpatient Occupational, Speech and Hearing Therapy	20 visits

OPEN ACCESS PLUS MEDICAL BENEFITS SUMMARY - Continued

Outpatient Physical Therapy	20 visits
Acupuncture Treatment	12 visits
Chiropractic Services	10 visits
Cardiac Rehabilitation	36 visits

Lifetime Benefit Maximum(s)

Transplant Services - Approved Travel Expenses	\$10,000.00
Lifetime Maximum Benefit per Member for all Covered Expenses	Unlimited

Copays for Covered Expenses

A copay is an amount you and/or your Dependents (the Member) pays for care at the time of service.

- Mental Health - Network Outpatient Office Visits (such as individual and group psychotherapy, medication management)	\$45.00
- Chemical Dependency - Network Outpatient Office Visits (such as individual and group psychotherapy, medication management)	\$45.00
- Network Chiropractic Services	\$45.00
- Network Urgent Care Facility Visit (includes all services rendered as part of the visit)	\$50.00 per day and per provider
- Emergency Room Visit (includes all services rendered as part of the visit, and this copay is waived if the visit is immediately followed by an inpatient admission)	\$1,000.00
- Other Network Office Visits	
* Primary Care	\$30.00
* Specialist Care	\$45.00

The Other Network Office Visits copay does not apply to office visits for contraceptives, preventive care, acupuncture, outpatient physical, speech, hearing and occupational therapies.

Coinsurance for all Covered Expenses

A coinsurance is a percentage of the Maximum Reimbursable Charge for Covered Expenses that a Member is required to pay under the Plan. The Plan's percentage is shown here.

Mental Health - Inpatient

- Network	100%
- Services outside the Network Area	80%
- Non-network	50%

Mental Health - Outpatient

- Office Visits (such as individual, family and group psychotherapy, medication management)	
* Network	100%
* Services outside the Network Area	80%
* Non-network	50%
- All Other Outpatient Services (such as partial hospitalization, intensive outpatient services)	
* Network	100%
* Services outside the Network Area	80%
* Non-network	50%

OPEN ACCESS PLUS MEDICAL BENEFITS SUMMARY - Continued

Chemical Dependency - Inpatient

- Network	100%
- Services outside the Network Area	80%
- Non-network	50%

Chemical Dependency - Outpatient

- Office Visits (such as individual, family and group psychotherapy, medication management)	
* Network	100%
* Services outside the Network Area	80%
* Non-network	50%
- All Other Outpatient Services (such as partial hospitalization, intensive outpatient services)	
* Network	100%
* Services outside the Network Area	80%
* Non-network	50%

Preventive Care

Preventive Care Office Visits	
- Network	100%
- Services outside the Network Area	100%
- Non-network	50%
Preventive Care Services other than lab tests and x-rays	
- Network	100%
- Services outside the Network Area	100%
- Non-network	50%
Preventive Care lab tests and x-rays ordered as part of Preventive Care and performed in:	
- a provider's office	
* Network	100%
* Services outside the Network Area	100%
* Non-network	50%
- an independent or outpatient facility	
* Network	100%
* Services outside the Network Area	100%
* Non-network	50%

Office Visits and Office Services

Primary Care Office Visits	
- Network	100%
- Services outside the Network Area	80%
- Non-network	50%
Specialist Care Office Visits	
- Network	100%
- Services outside the Network Area	80%
- Non-network	50%
Lab Tests performed in the provider's office	

OPEN ACCESS PLUS MEDICAL BENEFITS SUMMARY - Continued

- Network	100%
- Services outside the Network Area	80%
- Non-network	50%
X-rays performed in the provider's office	
- Network	100%
- Services outside the Network Area	80%
- Non-network	50%
Advanced Radiology (such as MRI, MRA, PET, CT-Scan and nuclear medicine) performed in the provider's office	
- Network	100%
- Services outside the Network Area	80%
- Non-network	50%
Office Surgery	
- Network	100%
- Services outside the Network Area	80%
- Non-network	50%
Other Office Services (such as diagnostic services, allergy injections)	
- Network	100%
- Services outside the Network Area	80%
- Non-network	50%
Outpatient Facility Services for outpatient surgery, including operating room, recovery room, procedures room, treatment room and observation room	
Outpatient Facility	
- Network	100%
- Services outside the Network Area	80%
- Non-network	50%
Outpatient Ancillary Facility Charges	
- Network	100%
- Services outside the Network Area	80%
- Non-network	50%
Outpatient Professional Services - Surgeon	
- Network	100%
- Services outside the Network Area	80%
- Non-network	50%
Outpatient Professional Services - Other (including but not limited to Radiologist, Pathologist, Anesthesiologist, other Hospital-Based Doctors)	
- Network	100%
- Services outside the Network Area	80%
- Non-network	50%
Outpatient Lab Tests ordered as part of an Office Visit or outpatient care and performed in an:	
- Independent Facility	
* Network	100%

OPEN ACCESS PLUS MEDICAL BENEFITS SUMMARY - Continued

* Services outside the Network Area	80%
* Non-network	50%
- Outpatient Facility	
* Network	100%
* Services outside the Network Area	80%
* Non-network	50%
Outpatient X-rays ordered as part of an Office Visit or outpatient care and performed in an outpatient facility:	
- Network	100%
- Services outside the Network Area	80%
- Non-network	50%
Outpatient Advanced Radiology (such as MRI, MRA, PET, CT-Scan and nuclear medicine) ordered as part of an Office Visit or outpatient care and performed in an outpatient facility:	
- Network	100%
- Services outside the Network Area	80%
- Non-network	50%
Inpatient Hospital	
Inpatient Facility	
- Network	100%
- Services outside the Network Area	80%
- Non-network	50%
Inpatient Ancillary Facility Charges	
- Network	100%
- Services outside the Network Area	80%
- Non-network	50%
Inpatient Professional Services - Surgeon	
- Network	100%
- Services outside the Network Area	80%
- Non-network	50%
Inpatient Professional Services - Radiologist, Pathologist, Anesthesiologist, other Hospital-Based Doctors	
- Network	100%
- Services outside the Network Area	80%
- Non-network	50%
Inpatient Professional Services - Doctor Visits/Consultations	
- Network	100%
- Services outside the Network Area	80%
- Non-network	50%
Urgent Care Facility Visit (includes all services rendered as part of the visit)	
- Network	100%
- Services outside the Network Area	80%
- Non-network	50%

OPEN ACCESS PLUS MEDICAL BENEFITS SUMMARY - Continued

Emergency Room Visit (includes all services rendered as part of the visit)

- Network	100%
- Services outside the Network Area	100%
- Non-network	100%
Ambulance Services	
- Network	100%
- Services outside the Network Area	100%
- Non-network	100%
Dialysis Services	
- Network	100%
- Services outside the Network Area	80%
- Non-network	Not Covered

Medical specialty drugs (cost of drug only) administered under the supervision of a health care professional in these locations:

- Inpatient Hospital	Same as Inpatient Hospital benefit
- Outpatient Facility	
* Network	100%
* Services outside the Network Area	80%
* Non-network	50%
- Doctor/Physician Office	
* Network	100%
* Services outside the Network Area	80%
* Non-network	50%
- Member's Home	
* Network	100%
* Services outside the Network Area	80%
* Non-network	50%

Home Health Services

- Network	100%
- Services outside the Network Area	80%
- Non-network	50%

Skilled Nursing Facility

- Network	100%
- Services outside the Network Area	80%
- Non-network	50%

Hospice Care

Inpatient Hospice	
- Network	Same as Inpatient Hospital
- Services outside the Network Area	80%
- Non-network	Same as Inpatient Hospital
Outpatient Hospice	
- Network	Same as Home Health Care

OPEN ACCESS PLUS MEDICAL BENEFITS SUMMARY - Continued

- Services outside the Network Area	80%
- Non-network	Same as Home Health Care
Contraceptives	
- Network	100%
- Services outside the Network Area	100%
- Non-network	Based on place and type of service
Family Planning	
- Network	Based on place and type of service
- Services outside the Network Area	Based on place and type of service
- Non-network	Not Covered
Breast-Feeding Equipment (rental of one breast pump per pregnancy up to the purchase price, and related supplies, when the pump is ordered or prescribed by a Doctor)	
- Network	100%
- Services outside the Network Area	100%
- Non-network	50%
Durable Medical Equipment	
- Network	100%
- Services outside the Network Area	80%
- Non-network	50%
Chiropractic Services	
- Network	100%
- Services outside the Network Area	80%
- Non-network	50%
Acupuncture Treatment	
- Network	100%
- Services outside the Network Area	80%
- Non-network	50%
Outpatient Speech, Hearing and Occupational Therapy	
- Network	100%
- Services outside the Network Area	80%
- Non-network	50%
Outpatient Physical Therapy	
- Network	100%
- Services outside the Network Area	80%
- Non-network	50%
Transplant Services	
- Approved Travel Expenses	100%
- Transplant Services	
* Designated Network facility	100%
* Other Network facilities	Not Covered
* Facilities outside the Network Area	Not Covered
* Non-network facilities	Not Covered

OPEN ACCESS PLUS MEDICAL BENEFITS SUMMARY - Continued

Other Covered Expenses

- Network	100%
- Services outside the Network Area	80%
- Non-network	50%

PRESCRIPTION DRUG BENEFITS SUMMARY

This summary provides a general description of your prescription drug benefits. It does not list all benefits. The Plan contains limitations and restrictions that could reduce the benefits payable under the Plan. Please read the entire booklet for details about your benefits.

Covered expenses are subject to the Member cost share described here.

In no event will the Member cost share exceed the amount paid by the Plan or the Pharmacy's Usual and Customary (U&C) charge. Usual and Customary (U&C) means the established pharmacy retail case price, less all applicable customer discounts the pharmacy usually applies to its customers, regardless of the customer's payment source.

If the cost of a drug is less than the Member's share, then the Member pays 100% of the cost of the drug.

If a prescription drug is not covered, the Member is responsible for 100% of the cost of the drug. A prescription drug that is not covered may be available at a discounted price when the Member shows his/her ID card at a network pharmacy.

Drugs required as part of evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force, as required by the Patient Protection and Affordable Care Act (details at www.healthcare.gov), are covered at 100% not subject to any copay, coinsurance or deductible, when purchased from a network pharmacy. A written prescription is required.

FDA-approved prescription and over-the-counter (OTC) tobacco cessation medications, as required by the Patient Protection and Affordable Care Act (details at www.healthcare.gov), when prescribed by a Doctor for tobacco use cessation and purchased from a network pharmacy are covered at 100% not subject to any copay, coinsurance or deductible. This includes generic medications, and some brand name medications when certain criteria are met. A written prescription is required.

Generic oral contraceptives, as well as other prescription and over-the-counter (OTC) contraceptives, as required by the Patient Protection and Affordable Care Act (details available at www.healthcare.gov), when prescribed by a Doctor for birth control and purchased from a network pharmacy are covered at 100% not subject to any copay, coinsurance or deductible. A written prescription is required.

Amount Member pays

Retail Network Pharmacy - up to a 30-day supply

Tier 1 - Generic	\$5.00 copay
Tier 2 - Preferred Brand Name	\$40.00 copay
Tier 3 - Non-Preferred Brand Name	\$70.00 copay

Non-Network Pharmacy - not covered

100% of cost of drug

90-Day Retail Network Pharmacy - up to a 90-day supply

Tier 1 - Generic	\$15.00 copay
Tier 2 - Preferred Brand Name	\$120.00 copay
Tier 3 - Non-Preferred Brand Name	\$210.00 copay

Mail Order Pharmacy - up to a 90-day supply

Tier 1 - Generic	\$5.00 copay
Tier 2 - Preferred Brand Name	\$110.00 copay

PRESCRIPTION DRUG BENEFITS SUMMARY - Continued

Tier 3 - Non-Preferred Brand Name

\$200.00 copay

Specialty Pharmacy - *for specialty drugs*

Certain covered drugs, commonly referred to as “high-cost” specialty drugs, are drugs that require special handling. Members may fill a specialty drug prescription one time at a retail pharmacy, subsequent refills **must** be filled at a designated specialty network pharmacy. The Member pays a 30% coinsurance for a 30 day supply of specialty drugs.

ELIGIBILITY

■ Eligible Employees

For the purpose of medical and drug benefits, an eligible Employee is a person who is in the Service of the Employer and is a resident of the United States.

Service

“Service” means work with the Employer on an active, full-time and full pay basis for at least 30.0 hours per week.

■ Eligible Dependents

If you and your spouse or Domestic Partner are eligible to be covered as Employees: A person who is eligible as an Employee will not be considered as an eligible Dependent. An eligible Dependent child may be considered as a Dependent of only one Employee.

If you are eligible to be covered as an Employee and as a Dependent child of another Employee: A person who is eligible as an Employee may also be considered as an eligible Dependent, if the person meets the Plan’s definition of Dependent.

It is your responsibility to notify the Employer when a covered Dependent is no longer eligible for coverage.

Your Dependents must live in the United States to be eligible for coverage.

Eligible Dependents are:

- your legal spouse; or
- your Domestic Partner.
- a child under age 26.

Domestic Partner

“Domestic Partner” means the person, regardless of gender, named in the Affidavit of Domestic Partnership that you have submitted to and has been approved by the Employer.

Child

“Child” means:

- your natural child.
- your stepchild.
- your adopted child. This includes a child placed with you for adoption.

“Placed for adoption” means the assumption and retention of a legal obligation for the total or partial support of a child in anticipation of the adoption of such child. The child’s placement is considered terminated upon the termination of such legal obligation.

- a child who is recognized under a medical child support order as having a right to enrollment under the Plan.
- a foster child.
- a child of your covered Domestic Partner.

Handicapped/Disabled Child

The age limit does not apply to a child who becomes disabled, or became disabled, before reaching the age limit and who: cannot hold a self-supporting job due to a permanent physical handicap or intellectual disability; and depends on you for financial support.

“Physical handicap/intellectual disability” means permanent physical or mental impairment that is a result of either a congenital or acquired illness or injury leading to the individual being incapable of independent living.

“Permanent physical or mental impairment” means:

ELIGIBILITY - Continued

- a physiological condition, skeletal or motor deficit; or
- intellectual disabilities or organic brain syndrome.

A non-permanent total disability where medical improvement is possible is not considered to be a “handicap” for the purpose of this provision. This includes substance abuse and non-permanent mental impairments.

At reasonable intervals, but not more often than annually, the Plan may require a Doctor’s certificate as proof of the child’s disability.

Medical Child Support Order

A medical child support order is a *qualified* medical child support order issued by a state court or administrative agency that requires the Plan to cover a child of an Employee, if the Employee is eligible for coverage under the Plan.

When the Employer receives a medical support order, the Employer will determine whether the order is “qualified”.

If the order is determined to be qualified, and if you are eligible to receive benefits under this Plan, then your Dependent child will be covered, subject to any applicable contribution requirements. Your Employer will provide your Dependent child with necessary information which includes, but is not limited to, a description of coverages and ID cards, if any. Upon request, your Employer will provide at no charge, a description of procedures governing medical child support orders.

WHEN COVERAGE BEGINS & ENDS

■ When Will Coverage Begin?

The definition of Employee or Dependent in ELIGIBILITY will determine who is eligible for coverage under the Plan.

Coverage will begin on the first day of the month coinciding with or next following the date you satisfy any eligibility waiting periods required by the Employer, if you meet the Service definition in ELIGIBILITY on that day, or if due to your health status you do not meet the Service definition on that day.

Before coverage can start, you must:

- Submit an application within 30 days after becoming eligible;
- Pay any required contribution.

Coverage for a newly acquired Dependent will begin on the date you acquire the Dependent if you are covered and if you apply for coverage within 30 days after acquiring the new Dependent.

If the Dependent is an adoptive child, coverage will start:

- For an adoptive newborn, from the moment of birth if the child's date of placement is within 30 days after the birth; and
- For any other adoptive child, from the date of placement.

■ What If I Don't Apply On Time?

You are a late applicant under the Plan if you don't apply for coverage within 30 days of the date you become eligible for coverage. Your Dependent is a late applicant if you elect not to cover a Dependent and then later want coverage for that Dependent.

A late applicant may apply for coverage only during an open enrollment period. The Plan Administrator can tell you when the open enrollment period begins and ends. Coverage for a late applicant who applies during the open enrollment period will begin on the first day of the month following the close of the open enrollment period.

Your eligible Dependent is not a late applicant if you did not apply to cover the Dependent within 30 days of the date you became eligible to do so and later are required by a qualified court order to provide coverage under this Plan for that Dependent. If you apply within 30 days of the date the court order is issued, coverage will start on the court ordered date.

Special Enrollment Rights

For medical and prescription drug benefits, if you or your eligible Dependent experience a special enrollment event as described below, you or your eligible Dependent may be entitled to enroll in the Plan outside of a designated enrollment period and will not be considered a late applicant.

If you are already enrolled for coverage at the time of a special enrollment event, within 30 days of the special enrollment event, you may request enrollment in a different medical and prescription drug benefit option, if any, offered by the Employer and for which you are currently eligible.

A special enrollment event occurs if:

- You did not apply for coverage for yourself or your eligible Dependent within 30 days of the date you were eligible to do so because at the time you or your eligible Dependent was covered under another health insurance plan or arrangement and coverage under the other plan was lost as a result of:
 - Exhausting the maximum period of COBRA coverage; or
 - Loss of eligibility for the other plan's coverage due to legal separation, divorce, cessation of dependent status, death of a spouse, termination of employment or reduction in the number of hours of employment; or
 - Loss of eligibility for the other plan's coverage because you or your eligible Dependent no longer resides in the service area; or
 - Loss of eligibility for the other plan's coverage because you or your eligible Dependent incurs a claim that meets or exceeds the lifetime maximum for that plan; or

WHEN COVERAGE BEGINS & ENDS - Continued

- Termination of benefits for a class of individuals and you or your eligible Dependent is included in that class; or
- Termination of the employer's contribution for the other plan's coverage.

You must have stated in writing that the other health coverage was the reason you declined coverage under this Plan, but only if the Employer required such a statement and notified you of the consequences of the requirement when you declined coverage.

- You did not apply for coverage for yourself or your eligible Dependent within 30 days of the date you were eligible to do so because at the time you or your eligible Dependent was covered under a state Medicaid or Children's Health Insurance Program (CHIP) plan, and such coverage terminates due to a loss of eligibility. In this situation, you may request coverage for yourself and/or any affected eligible Dependent not already enrolled in this Plan. Coverage must be requested within 60 days of the date Medicaid or CHIP coverage terminated.
- You did not apply for coverage for yourself or your eligible Dependent within 30 days of the date you were eligible to do so and you or your eligible Dependent later becomes eligible for employment assistance under a state Medicaid or CHIP plan that helps pay for the cost of this Plan's coverage. In this situation, you may request coverage for yourself and/or any affected eligible Dependent not already enrolled in this Plan. Coverage must be requested within 60 days of the date the Member is determined to be eligible for such assistance.
- You did not apply to cover yourself or an eligible Dependent within 30 days of the date you became eligible to do so and later experience a change in family status because you acquire a Dependent through marriage, birth or adoption. In this case, you may apply for coverage for yourself, your spouse and any newly acquired Dependents.

If you apply within 30 days of the date:

- Coverage is lost under the other plan, as described above, coverage will start on the day after coverage is lost under the other plan.
- You acquire a new Dependent, coverage will start:
 - In the case of marriage, on the date of marriage.
 - In the case of birth or adoption, on the date of birth, adoption or placement for adoption.

If you apply within 60 days of the date Medicaid or CHIP coverage is terminated or within 60 days of the date the Member is determined to be eligible for employment assistance under a state Medicaid or CHIP plan, coverage will start no later than the first day of the month following receipt of your enrollment request.

■ Will My Coverage Change?

If the Employer amends the benefits or amounts provided under the Plan, a Member's coverage will change on the effective date of the amendment. If a Member changes classes, coverage will begin under the new class on the date that the Member's class status changes.

All claims will be based on the benefits in effect on the date the claim was incurred.

■ When Will My Coverage End?

Your coverage will end on the earliest of the following dates:

- The date the Employer terminates the benefits described in this booklet.
- The last day of the calendar month in which your Service ends.
- The date you are no longer eligible for reasons other than end of your Service.
- The due date of the first contribution toward your coverage that you or the Employer fails to make.

Your Dependent coverage will end on the earliest of the following dates:

- The date your coverage ends.
- The date you cease to be eligible for Dependent coverage.
- The date your Dependent ceases to be an eligible Dependent.

WHEN COVERAGE BEGINS & ENDS - Continued

For your covered Dependent child who reaches the limiting age (see ELIGIBILITY), this is the last day of the calendar month in which the limiting age is reached.

- The due date of the first contribution toward Dependent coverage that you or the Employer fails to make.

Continuation of Coverage under Federal Laws and Regulations

If coverage would otherwise terminate under this Plan, you and your Dependents may be eligible to continue coverage under certain federal laws and regulations. See USERRA RIGHTS AND RESPONSIBILITIES, CONTINUATION OF COVERAGE - FMLA and CONTINUATION OF COVERAGE - COBRA.

OPEN ACCESS PLUS MEDICAL BENEFITS

■ How Does the Plan Work?

When you select a network provider, this Plan pays a greater share of the costs than if you select a provider that is not a network provider. For the names of network providers, contact Member Services at the phone number or website address shown on the Member ID card. You are responsible for confirming that a provider is a network provider.

When you receive services from a network provider, remind your provider to utilize network providers for x-rays, lab tests and other services so that the cost may be considered at the network level.

See “Medical Management Program” for information about pretreatment authorization.

If you are unable to locate a network provider in your area who can provide a service or supply that is covered under this Plan, you must call Member Services at the phone number shown on the back of the Member ID card for authorization to receive it from a provider who is not a network provider and to have the benefit considered for payment at the network level. If you obtain such authorization, the benefit will be payable at the network level.

You and your covered Dependents are encouraged, but are not required, to select a Primary Care Physician (PCP) in the network. The PCP provides care and can assist with arranging and coordinating care. You and your covered Dependents may obtain covered services from providers who are designated as specialists without getting PCP approval. To select or change a PCP, contact Member Services at the phone number or website address shown on the Member ID card.

Special Services

The following non-network services are payable at the network level:

- Services of a non-network provider such as, but not limited to: inpatient consultations, neonatology, x-rays and lab tests, radiology, anesthesiology and other specialists over whom the Member has no control in selecting after admission, when the Member is admitted for inpatient or outpatient care in:
 - a network facility.
 - a non-network facility, if the admission and the provider’s services are approved by Medical Management, and the authorization indicates that the services are payable at the network level.
- Services of a non-network assistant surgeon, surgical assistant or any other non-network provider who is qualified to assist during surgery, if the surgery is performed by a network Doctor in a network facility. The use of an assistant during surgery must be appropriate for the type of surgery rendered.
- Inpatient care provided in a non-network Hospital or by a non-network Doctor immediately following Emergency Room Visit through Stabilization if the services are approved by Medical Management.

Transitional Care for Members upon Termination of a Provider from the Network

If a Member’s provider ceases to be a network provider for reasons other than quality-related reasons, fraud, or failure to adhere to Cigna’s policies and procedures, coverage may continue for a specified period of time for treatment in progress for a Member who is:

- in her second or third trimester of pregnancy; or
- receiving care for end-stage renal disease and dialysis; or
- receiving outpatient mental health treatment; or
- terminally ill, with anticipated life expectancy of six months or less; or
- undergoing an active course of treatment for which changing to a different provider would be likely to cause significant risk of harm to the Member’s health; or
- undergoing chemotherapy or radiation therapy for treatment of cancer; or
- a candidate for a solid organ or bone marrow transplant.

OPEN ACCESS PLUS MEDICAL BENEFITS - Continued

Contact Member Services to obtain a Transition of Care Request Form. The Transition of Care Request Form must be received by Cigna within 60 days of the provider's termination date. If your request is approved, care provided will be subject to the same copays, deductibles, coinsurance and limitations as care given by a network provider.

Medical Management Program

Medical Management will review and make an authorization determination for urgent, concurrent and prospective medical services, and prescription drugs for Members covered under the Plan. Medical Management will also review the Medical Necessity of services that have already been provided.

Medical Management will determine the Medical Necessity of the care, the appropriate location or the care to be provided, and if admitted to a Hospital, the appropriate length of stay.

As used in this provision "you" refers to the covered Member.

Network providers are responsible for contacting the Medical Management Program for pretreatment authorization.

If the provider is not a network provider - The provider must contact the Medical Management Program for pretreatment authorization. You must make sure that treatment is approved by the Medical Management Program. Without pretreatment authorization, an ineligible expense penalty (see MEDICAL SUMMARY) will be applied to the claim.

You should contact Member Services at the phone number shown on the ID card prior to receiving non-emergency services and supplies, to determine if pretreatment authorization is required, and for more information about services and supplies that require pretreatment authorization.

Pretreatment authorization is not required prior to receiving care for an Emergency Medical Condition. After care is provided for an Emergency Medical Condition, Medical Management must be contacted within 48 hours.

Pretreatment authorization is required for Hospital admissions for childbirth. However, it is not necessary to obtain preauthorization for the 48/96-hour length of stay portion of the admission.

Certain services and supplies require pretreatment authorization, including, but not limited to:

- Air ambulance, when used for non-Emergency Medical Conditions.
- Durable medical equipment, based on type of equipment.
- Genetic testing.
- Home health care (including IV therapy).
- Hospital admissions.
- Partial hospitalization programs.
- Outpatient advanced radiology, such as MRI, MRA, PET, CT-Scan and nuclear medicine.
- Outpatient surgery, except for surgery performed in a Doctor's office.
- Prescription drugs that need to be reviewed for Medical Necessity. This includes, but is not limited to:
 - certain drugs that are used for specialized medical treatment, to ensure that the drugs are used appropriately; and
 - certain drugs that have multiple uses, to ensure that the drug is used according to acceptable medical practice and FDA guidelines.
- Renal dialysis.
- Skilled nursing facilities.
- Transplant services.

OPEN ACCESS PLUS MEDICAL BENEFITS - Continued

Additional Programs

The Plan may offer, or arrange for various entities to offer, programs, discounts, benefits or other consideration to Members for the purpose of promoting general health and well being. Contact Member Services at the phone number or website address shown on the Member ID card for more information.

■ What's Covered? (Covered Expenses)

The MEDICAL BENEFITS SUMMARY shows deductibles and copays, as well as any Plan maximums and Plan coinsurance payment percentages. Services must be Medically Necessary as defined in the GLOSSARY. Unless otherwise noted for a particular service or supply, the service or supply must be required as a result of symptoms of Illness. Expenses are covered only if incurred while the Member is covered for these medical benefits.

All providers, including facilities, must be licensed in accordance with the laws of the appropriate legally authorized agency, and acting within the scope of such license.

Maximum Reimbursable Charge

When the provider is a network provider - The covered expense amount is determined based on a fee agreed upon with the provider.

When the provider is not a network provider - The amount payable for a covered expense is determined based on the Maximum Reimbursable Charge. The Maximum Reimbursable Charge is determined based on the lesser of:

- the provider's normal charge for a similar service or supply; or
- an Employer-selected percentage of a schedule developed by Cigna that is based upon a methodology similar to a methodology utilized by Medicare to determine the allowable fee for the same or similar service within the geographic market.

The percentile used to determine the Maximum Reimbursable Charge is the 110th percentile.

In some cases, a Medicare based schedule will not be used and the Maximum Reimbursable Charge for covered services is determined based on the lesser of:

- the provider's normal charge for a similar service or supply; or
- the 80th percentile of charges made by providers of such service or supply in the geographic area where it is received as compiled in a database selected by Cigna.

The provider may bill you for the difference between the provider's normal charge and the Maximum Reimbursable Charge, in addition to any applicable deductibles, copayments and coinsurance amounts.

The Maximum Reimbursable Charge is subject to all other benefit limitations and applicable coding and payment methodologies determined by Cigna. Additional information about how Cigna determines the Maximum Reimbursable Charge is available upon request.

Emergency Room Visit

Emergency Room

If you need care for an Emergency Medical Condition, go to the nearest medical facility. Pretreatment authorization is not required prior to receiving care for an Emergency Medical Condition. After care is provided for an Emergency Medical Condition, Medical Management must be contacted within 48 hours.

Inpatient Hospital Care immediately following an Emergency Room Visit

Inpatient care for an Emergency Medical Condition includes both Hospital and Doctor charges for initial medical screening examination as well as Medically Necessary treatment which is immediately required to Stabilize the Member's condition.

OPEN ACCESS PLUS MEDICAL BENEFITS - Continued

Inpatient care before the Member's condition is Stabilized - When care is provided in a non-network Hospital or by a non-network Doctor, charges for inpatient care through Stabilization will be payable at the network Hospital coinsurance level and the network Doctor coinsurance level if the care is approved by Medical Management. When care is provided in an out-of-area Hospital, charges for inpatient care through Stabilization will be payable at the Network coinsurance level.

Inpatient care after the Member's condition is Stabilized - Inpatient Hospital and Doctor charges incurred after the Member's condition is Stabilized are determined based on the *network status of the provider* and:

- After Stabilization in a non-network or an out-of-area Hospital, if the Member elects to be transferred to a network Hospital, then covered charges will be payable at the network Hospital coinsurance level and network Doctor coinsurance level. Any transportation costs associated with this transfer will be payable at the network Ambulance coinsurance level.
- After Stabilization in a non-network Hospital, if the Member elects to continue to stay in a non-network Hospital, then covered Hospital charges will be payable at the non-network Hospital coinsurance level and:
 - if the Member elects to transfer care to a network Doctor associated with the non-network Hospital, then covered Doctor charges will be payable at the network Doctor coinsurance level.
 - if the Member elects to continue to receive care from a non-network Doctor associated with the non-network Hospital, then covered Doctor charges will be payable at the non-network Doctor coinsurance level.
- After Stabilization in an out-of-area Hospital, if the Member elects to continue to stay in an out-of-area Hospital, then covered Hospital and Doctor charges will be payable at the Services Outside the Network Area coinsurance level.
- If the Member is admitted to a network Hospital and is under the care of a non-network Doctor, then covered Hospital charges will be payable at the network Hospital coinsurance level and:
 - if the Member elects to transfer care to a network Doctor associated with the network Hospital, then covered Doctor charges will be payable at the network Doctor coinsurance level.
 - if the Member elects to continue to receive care from a non-network Doctor associated with the network Hospital, then covered Doctor charges will be payable at the non-network Doctor coinsurance level.

Note: The Member's representative may make on the Member's behalf the elections referred to above.

Urgent Care

If you need urgent care, you may seek care from an Urgent Care Facility.

Inpatient Hospital Care

The Plan covers semi-private room and board and ICU expenses, as well as supplies and services, such as surgery and x-rays and lab tests.

Certain facility services and Doctor's professional services may be considered separate from other Hospital care. See the MEDICAL BENEFITS SUMMARY for more information.

Skilled Nursing Facility

The Plan covers semi-private care, including room and board, in a licensed skilled nursing facility. Care must be such that it requires the skills of technical or professional personnel, is needed on a daily basis and cannot be provided in the patient's home or on an outpatient basis. Care must be required for a medical condition which is expected to improve significantly in a reasonable period of time and the Member must continue to show functional improvement.

Office Visits and Services

The Plan covers Doctor office visits and services provided during the office visit or as a result of the office visit. The following are considered separate from the office visit:

- Surgery performed in the office or an outpatient facility, such as but not limited to a Free-Standing Surgical Facility.
- Lab tests or x-rays performed in the office or in an independent or outpatient facility.
- Advanced radiology, such as MRI, MRA, PET, CT-Scan and nuclear medicine, performed in the office or in an outpatient facility.

OPEN ACCESS PLUS MEDICAL BENEFITS - Continued

- Other office services such as diagnostic services, medical supplies, injections, allergy testing and treatment.

Primary Care includes Preventive Care and care rendered by Doctors who agree to serve as Primary Care Physicians. In general, Primary Care Physicians include Doctors in the fields of General Practice, Family Practice, Pediatrics and Internal Medicine. OB/GYNs are also included. Members may determine a provider's classification by using the member web site or by calling Member Services.

Preventive Care

The Plan covers the following preventive care services:

- Routine physical exams by a Doctor. This includes x-ray and lab services if part of a physical exam, necessary immunizations and booster shots. Immunizations and booster shots for the purpose of travel or to protect against occupational hazards and risks are not covered.
- Pelvic exams, Pap smears and mammograms.
- Prostate specific antigen (PSA) screening.
- Colorectal cancer screening.

The Plan also covers the following preventive care services (detailed information is available at www.healthcare.gov):

- Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force.
- Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the Member involved.
- For infants, children and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration.
- For women, such additional preventive care and screenings not described above, as provided for in comprehensive guidelines supported by the Health Resources and Services Administration.

Breast Reconstruction and Breast Prostheses

The Plan covers reconstructive surgery following a mastectomy, including: surgical services for reconstruction of the breast on which surgery was performed; surgical services for reconstruction of the nondiseased breast to produce symmetrical appearance; postoperative breast prostheses; and mastectomy bras and external prosthetics, limited to the lowest cost alternative available that meets external prosthetic placement needs. During all stages of mastectomy, treatment of physical complications, including lymphedema therapy, are covered.

Reconstructive Surgery

The Plan covers charges made for reconstructive surgery or therapy to repair or correct a severe physical deformity or disfigurement which is accompanied by functional deficit, other than abnormalities of the jaw or conditions related to TMJ disorder, provided that: the surgery or therapy restores or improves function; reconstruction is required as a result of Medically Necessary, noncosmetic surgery; or the surgery or therapy is performed prior to age 19 and is required as a result of the congenital absence or agenesis (lack of formation or development) of a body part. Repeat or subsequent surgeries for the same condition are covered only when there is the probability of significant additional improvement as determined by the Medical Management review.

OPEN ACCESS PLUS MEDICAL BENEFITS - Continued

Maternity Coverage

The Plan covers prenatal, childbirth and postnatal care. Coverage for you and your baby, if dependent coverage is elected, includes a Hospital stay of 48 hours following a normal vaginal delivery and 96 hours following a C-section. The 48/96 hours begin following delivery of the last newborn in case of multiple-births. When delivery takes place outside a hospital, the 48/96 hours begin at the time of inpatient admission. The Hospital stay may be less than the 48-hour or 96-hour minimum if a decision for early discharge is made by the attending Doctor in consultation with the mother.

Pre-authorization is not required for the 48/96-hour Hospital stay. However, authorization is needed for a longer stay than as described above.

Contraceptives

The Plan covers FDA-approved contraceptives prescribed for birth control, and administered or provided by a Doctor. This includes fitting of contraceptives.

Contraceptive coverage includes coverage of surgical sterilization procedures for tubal ligations.

See the PRESCRIPTION DRUG BENEFIT for information on coverage of contraceptives purchased from a licensed pharmacy.

Family Planning

The Plan covers vasectomies. Elective abortions are also covered.

Covered expenses for surgical sterilization procedures for tubal ligations are payable as part of the Contraceptives benefit.

Infertility Testing

The Plan covers diagnostic testing for the purpose of diagnosing infertility.

Mental Health

The Plan covers mental health services. Mental health services are services that are required to treat a disorder that impairs behavior, emotional reaction or thought processes.

In determining benefits payable, charges made for treatment of any physiological conditions related to mental health will not be considered to be charges made for mental health treatment.

Inpatient - The Plan covers services that are provided by a Hospital while you or your Dependent (the Member) is confined in a Hospital for the treatment and evaluation of mental health. Inpatient mental health treatment includes Residential Treatment Services.

Residential Treatment Services are services provided by a Hospital for the evaluation and treatment of psychological and social functional disturbances that are a result of subacute mental health conditions.

A Mental Health Residential Treatment Center is an institution which: specializes in the treatment of psychological and social disturbances that are a result of mental health conditions; provides a subacute, structured, psychotherapeutic treatment program, under Doctor supervision; provides 24-hour care, in which a person lives in an open setting; and is licensed in accordance with the laws of the appropriate legally authorized agency as a residential treatment center. A person is considered confined in a Mental Health Residential Treatment Center when he/she is a registered bed patient in a Mental Health Residential Treatment Center upon the recommendation of a Doctor.

Outpatient - The Plan covers services required to treat mental health, when services are provided by a qualified provider while you or your Dependent (the Member) is **not** confined in a Hospital, and services are provided on an outpatient basis in an individual or group setting or Intensive Outpatient Therapy Program. Outpatient mental health treatment includes Partial Hospitalization Services.

OPEN ACCESS PLUS MEDICAL BENEFITS - Continued

A Mental Health Intensive Outpatient Therapy Program consists of distinct levels or phases of treatment provided by a certified/licensed mental health program, in accordance with the laws of the appropriate legally authorized agency. Intensive Outpatient Therapy Programs provide a combination of individual, family and/or group therapy in a day, totaling 9 or more hours in a week.

Mental Health Partial Hospitalization Services are rendered not less than 4 hours and not more than 12 hours in any 24-hour period by a certified/licensed mental health program, in accordance with the laws of the appropriate legally authorized agency.

Chemical Dependency

The Plan covers chemical dependency. Chemical dependency is a psychological or physical dependence on alcohol or other mind-altering drugs that requires diagnosis, care and treatment.

In determining benefits payable, charges made for treatment of any physiological conditions related to chemical dependency will not be considered to be charges made for chemical dependency treatment.

Chemical Dependency Detoxification Services - The Plan covers detoxification and related medical ancillary services when required for the diagnosis and treatment of addiction to alcohol and/or drugs. Medical Management review, based on the Medical Necessity of each situation, will determine whether such services will be provided in an inpatient or outpatient setting.

Inpatient - The Plan covers services provided for rehabilitation, while you or your Dependent (the Member) is confined in a Hospital, when required for the diagnosis and treatment of abuse of or addiction to alcohol and/or drugs. Inpatient chemical dependency treatment includes Residential Treatment Services.

Residential Treatment Services are services provided by a Hospital for evaluation and treatment of psychological and social functional disturbances that are a result of subacute chemical dependency.

A Chemical Dependency Residential Treatment Center is an institution which: specializes in the treatment of psychological and social disturbances that are a result of chemical dependency; provides a subacute, structured, psychotherapeutic treatment program, under Doctor supervision; provides 24-hour care, in which a person lives in an open setting; and is licensed in accordance with the laws of the appropriate legally authorized agency as a residential treatment center. A person is considered confined in a Residential Treatment Center when he/she is a registered bed patient in a Residential Treatment Center upon the recommendation of a Doctor.

Outpatient - The Plan covers rehabilitation services required to treat abuse of or addiction to alcohol and/or drugs, when services are provided by a qualified provider while you or your Dependent (the Member) is **not** confined in a Hospital, and services are provided on an outpatient basis in an individual or group setting or Intensive Outpatient Therapy Program. Outpatient chemical dependency treatment includes Partial Hospitalization Services.

A Chemical Dependency Intensive Outpatient Therapy Program consists of distinct levels or phases of treatment provided by a certified/licensed chemical dependency program, in accordance with the laws of the appropriate legally authorized agency. Intensive Outpatient Therapy Programs provide a combination of individual, family and/or group therapy in a day, totaling 9 or more hours in a week.

Partial Hospitalization Services are rendered not less than 4 hours and not more than 12 hours in any 24-hour period by a certified/licensed chemical dependency program, in accordance with the laws of the appropriate legally authorized agency.

Chiropractic Services

The Plan covers chiropractic service expenses for services related to spinal adjustment.

Acupuncture Treatment

The Plan covers acupuncture treatment when rendered by a licensed provider. Coverage does not include additional charges such as needles, suction cups or herbs.

OPEN ACCESS PLUS MEDICAL BENEFITS - Continued

Home Health Services

The Plan covers home health services when the Member requires skilled care, is unable to obtain the required care as an ambulatory outpatient and does not require confinement in a Hospital or other health care facility.

Home Health Services are provided only if Medical Management has determined that the home is a medically appropriate setting. If the Member is a minor or an adult who is dependent upon others for nonskilled care and/or custodial services (e.g., bathing, eating, toileting), home health services will be provided for the person only during times when there is a family member or care giver present in the home to meet your nonskilled care and/or custodial services needs.

Home Health Services are those skilled health care services that can be provided during visits by Other Health Care Professionals as defined here. The services of a home health aide are covered when rendered in direct support of skilled health care services provided by Other Health Care Professionals. Necessary consumable medical supplies and home infusion therapy administered or used by Other Health Care Professionals in providing Home Health Services are covered.

Home Health Services do not include services by a person who is a member of your family or your Dependent's family or who normally resides in your house or your Dependent's house even if that person is an Other Health Care Professional.

Skilled nursing services or private duty nursing services provided in the home are subject to the Home Health Services benefit terms, conditions and benefit limitations. Physical therapy provided in the home is subject to the Home Health Services benefit limitation described in the MEDICAL BENEFITS SUMMARY. Outpatient occupational, speech and hearing therapy provided in the home is subject to the Home Health Services benefit limitations described in the MEDICAL BENEFITS SUMMARY.

As used in this provision, "Other Health Care Professional" means an individual other than a Doctor who is licensed or otherwise authorized under the applicable state law to deliver medical services and supplies. Other Health Professionals include, but are not limited to physical therapists, registered nurses and licensed practical nurses. Other Health Professionals do not include providers such as certified first assistants, certified operating room technicians, certified surgical assistants/technicians, licensed certified surgical assistants/technicians, licensed surgical assistants, orthopedic physician assistants and surgical first assistants.

Hospice Care

The Plan covers Medically Necessary hospice care services provided under a hospice care program, and prescribed by a Doctor for a Member who has been diagnosed with a Terminal Illness.

Durable Medical Equipment

The Plan covers durable medical equipment, including orthopedic and prosthetic devices, that are not useful in the absence of an Illness or Injury, not disposable, able to withstand repeated use and appropriate for use in a Member's home.

Coverage includes repair or replacement of covered equipment only when repair or replacement is required as a result of normal usage. Coverage for equipment rental will not exceed the equipment's purchase price.

Physical Therapy

The Plan covers prescribed physical therapy rehabilitation that is performed by an appropriate health care provider; and that is part of a therapy program designed to improve lost or impaired physical function or reduce pain resulting from Illness, Injury, congenital defect or surgery; and is expected to result in significant improvement over a clearly defined period of time; and the program is individualized, and there is documentation outlining quantifiable, attainable treatment goals.

Outpatient Occupational, Speech and Hearing Therapy

The Plan covers prescribed occupational, speech and hearing therapy rehabilitation that is performed by an appropriate health care provider; and that is part of a therapy program designed to improve lost or impaired function or reduce pain resulting from Illness, Injury, congenital defect or surgery; and is expected to result in significant improvement over a clearly defined period of time; and the program is individualized, and there is documentation outlining quantifiable, attainable treatment goals.

OPEN ACCESS PLUS MEDICAL BENEFITS - Continued

Cardiac Rehabilitation

The Plan covers Phase II cardiac rehabilitation provided on an outpatient basis following diagnosis of a qualifying cardiac condition when Medically Necessary. Phase II is an outpatient program following an inpatient Hospital discharge. The Phase II program must be Doctor-directed with active treatment and EKG monitoring.

Phase III and Phase IV cardiac rehabilitation is not covered. Phase III follows Phase II and is generally conducted at a recreational facility primarily to maintain the patient's status achieved through Phases I and II. Phase IV is an advancement of Phase III which includes more active participation and weight training.

Transplant Services

The Plan covers charges that are approved by Medical Management for human organ and tissue transplant services, including solid organ and bone marrow/stem cell procedures. This coverage is subject to the following conditions and limitations.

Transplant services include the recipient's medical, surgical and Hospital services; inpatient immunosuppressive medications; and costs for organ or bone marrow/stem cell procurement. Transplant services are covered only if they are required to perform any of the following human to human organ or tissue transplants: allogeneic bone marrow/stem cell, autologous bone marrow/stem cell, cornea, heart, heart/lung, kidney, kidney/pancreas, liver, lung, pancreas or intestine which includes small bowel-liver or multi-visceral.

Transplant services received at a designated network facility are payable at the network level shown on the SUMMARY.

As used in this provision, a "designated network facility" is specifically contracted with Cigna for the transplant services provided.

Transplant services received at any other facility are not covered.

As used in this provision, "any other facility" is non-network or outside the network area, or a network facility that is not specifically contracted with Cigna for the transplant services provided.

Coverage for organ procurement costs is limited to costs directly related to the procurement of an organ, from a cadaver or a live donor. Organ procurement costs shall consist of surgery necessary for organ removal, organ transportation and the transportation, hospitalization and surgery of a live donor. Compatibility testing undertaken prior to procurement is covered if Medically Necessary. Costs related to the search for, and identification of a bone marrow or stem cell donor for an allogeneic transplant are also covered.

Transplant travel benefit - Charges for certain reasonable travel expenses incurred in connection with certain approved transplants, may be covered under the Plan subject to conditions and limitations. Transplant travel benefits are not available for cornea transplants. Contact Medical Management for more information about the travel benefit. Medical Management must be notified before the travel benefit is utilized.

Enteral Nutrition

Enteral nutrition means medical foods that are specially formulated for enteral feedings or oral consumption. Coverage includes medically approved formulas prescribed by a Physician for the treatment of phenylketonuria (PKU).

The Plan covers enteral nutrition and supplies required for enteral feedings when *all* of the following conditions are met:

- It is necessary to sustain life or health;
- It is used in the treatment of, or in association with, a demonstrable disease, condition or disorder;
- It requires ongoing evaluation and management by a Physician; and
- It is the sole source of nutrition or a significant percentage of the daily caloric intake.

Coverage *does not* include:

- Regular grocery products that meet the nutritional needs of the patient (e.g., over-the-counter infant formulas such as Similac, Nutramigen and Enfamil); or

OPEN ACCESS PLUS MEDICAL BENEFITS - Continued

- Medical food products:
 - Prescribed without a diagnosis requiring such foods;
 - Used for convenience purposes;
 - That have no proven therapeutic benefit without an underlying disease, condition or disorder;
 - Used as a substitute for acceptable standard dietary intervention; or
 - Used exclusively for nutritional supplementation.

Clinical Trials

The Plan covers routine patient care costs related to a qualified clinical trial when:

- the Member is eligible to participate in an approved clinical trial according to the trial protocol with respect to treatment of cancer or other life-threatening disease or condition; and
- the referring health care professional is participating in the trial and has concluded that the Member's participation in such trial would be appropriate based on the Member meeting the conditions described above, or the Member provides medical and scientific information establishing that participation in such trial would be appropriate based on the Member meeting the conditions described above.

Clinical trials conducted by providers who are not network providers will be covered at the network level if there are no network providers participating in the trial that are willing to accept the Member as a patient, or the clinical trial is conducted outside the Member's state of residence. As used here, "life-threatening disease or condition" means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

The clinical trial must meet the following requirements:

- be approved or funded by any of the agencies or entities authorized by federal law to conduct clinical trials; and
- be conducted under an investigational new drug application reviewed by the federal Food and Drug Administration (FDA), or involve a drug trial that is exempt from having such an investigational new drug application.

Routine patient care costs are costs associated with the provision of health care items and services including drugs, items, devices and services otherwise covered by the Plan for a Member who is not enrolled in a clinical trial and, in addition:

- services required solely for the provision of the investigational drug, item, device or service.
- services required for the clinically appropriate monitoring of the investigational drug, item, device or service.
- services provided for the prevention of complications arising from the provision of the investigational drug, item, device or service.
- reasonable and necessary care arising from the provision of the investigational drug, item, device or service, including the diagnosis or treatment of complications.

Routine patient care costs do not include:

- the investigational drug, item device or service itself.
- items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient.

Orthognathic Surgery

The Plan covers orthognathic surgery to repair or correct a severe facial deformity or disfigurement that orthodontics alone can not correct, provided:

- the deformity or disfigurement is accompanied by a documented clinically significant functional impairment, and there is a reasonable expectation that the procedure will result in meaningful functional improvement; or
- the orthognathic surgery is Medically Necessary as a result of tumor, trauma, disease; or

OPEN ACCESS PLUS MEDICAL BENEFITS - Continued

- the orthognathic surgery is performed prior to age 19 and is required as a result of severe congenital facial deformity or congenital condition.

Repeat or subsequent orthognathic surgeries for the same condition are covered only when the previous orthognathic surgery met the above requirements, and there is a high probability of significant additional improvement as determined by Medical Management review.

Miscellaneous Medical Services and Supplies

- Charges made by a Hospital on its own behalf for outpatient medical care and treatment.
- Charges made by a Free-Standing Surgical Facility, on its own behalf for medical care and treatment.
- Charges made on its own behalf, by an Other Health Care Facility, for medical care and treatment.
- Charges made by a Doctor for professional services.
- Charges for nursing services.
- charges for medical specialty drugs ordered or prescribed by a Doctor and administered under the supervision of a healthcare professional. The cost of the drug is considered separate from other charges by a Hospital, outpatient facility, a provider's office or the Member's home for costs related to the drugs' administration. These medications include, but are not limited to, hemophilia factor and supplies, enzyme replacements and intravenous immunoglobulin.
- Air or ground ambulance when used to transport a Member:
 - from place of Illness or Injury to the nearest Hospital where appropriate treatment can be provided; and
 - from one Hospital to another, when approved by Medical Management.
- General anesthesia and associated facility charges for dental procedures when determined to be Medically Necessary.
- Treatment of Injury to sound/natural teeth within six months after the accident. "Sound/natural" means teeth that are free from defect or disease, and are not artificial. A chewing injury is not considered to be an Injury.
- Services required for the treatment of diabetes and diabetes self-management education programs.

PRESCRIPTION DRUG BENEFITS

The Plan includes a prescription drug benefit. To be eligible for coverage as a covered expense, a drug must be approved by the Food and Drug Administration (FDA), prescribed in writing by a Doctor as Medically Necessary and purchased from a licensed pharmacy.

The drug benefit includes coverage of contraceptives.

New FDA approved drugs are evaluated by a pharmacy and therapeutics committee. Some drugs may have dispensing limits that are primarily based on FDA recommendations. Additionally, some drugs may be subject to prior authorization for Medical Necessity and the Member must make sure to contact their Doctor or Member Services to initiate the authorization process.

The Plan may offer, or arrange for various entities to offer, programs, discounts, benefits or other consideration to Members for the purpose of promoting clinically appropriate prescription drug use. Contact Member Services at the phone number or website address shown on the Member ID card for more information.

The Plan utilizes a tiered list approach to benefits, and the status of a drug within the list structure is subject to change:

- Tier 1 - drugs on the generic drug list.
- Tier 2 - drugs on the preferred brand name drug list.
- Tier 3 - brand name drugs other than preferred brand name drugs.

Contact Member Services at the phone number or website shown on the Member ID card to obtain a list of network pharmacies and to access lists of covered drugs. Information about whether a particular drug is covered and current drug pricing and generic alternatives is available from a website that is accessible through the website shown on the ID card.

Retail Network Pharmacy - Includes a nationwide network of participating retail pharmacies. When a Member shows his/her ID card at a network pharmacy, the pharmacy will collect the appropriate Member cost share and the Member won't have to file a claim.

Non-Network Pharmacy - A non-network pharmacy is one that is not a network pharmacy. If a prescription is filled at a pharmacy that is not a network pharmacy, then the Member must pay the pharmacy 100% of the cost at the time of purchase.

Prescription drugs purchased at a non-network pharmacy are not covered.

90-Day Retail Network Pharmacy - Offers the convenience of obtaining a larger supply of a covered maintenance prescription drug when a prescription is filled at a designated retail network pharmacy. This option is available only after the Member has filled a 30-day prescription for the same medication. To locate a designated pharmacy, contact Member Services at the phone number or website on the Member ID card.

Mail Order Pharmacy (Home Delivery) - Offers the convenience of obtaining home delivery of insulin and covered maintenance prescription drugs through designated mail order pharmacies. Contact Member Services at the phone number or website on the Member ID card for more information.

BENEFIT LIMITATIONS

General Limitations and Exclusions

No amount will be payable for:

- any charge not included as a covered expense under the Plan.
- charges which would not have been made if the Member did not have coverage.
- any amount that is more than the Maximum Reimbursable Charge.
- charges which the Member is not obligated to pay, or for which the Member is not billed or for which the Member would not have been billed except that they were covered under the Plan.
- treatment of an Illness or Injury which is due to war, declared or undeclared, riot or insurrection.
- services, drugs and supplies that are not Medically Necessary.
- care for health conditions required by state or local law to be treated in a public facility.
- care required by state or federal law to be supplied by a public school system or school district.
- care for military service disabilities treatable through governmental services if the Member is legally entitled to such treatment and facilities are reasonably available.
- charges made by a Hospital owned or operated by or which provides care or performs services for, the United States Government, if such charges are directly related to a military-service-connected Injury or Illness.
- expenses for care provided through or by a public program, to the extent that a Member is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid.
- to the extent that payment is unlawful where the person resides when the expenses are incurred.
- to the extent of the exclusions imposed by any certification requirement (such as Medical Management requirements) shown in this Plan.
- expenses incurred outside the United States other than expenses for medically necessary urgent or emergent care while temporarily traveling abroad.
- charges made by any covered provider who is a member of your family or your Dependent's family.
- for or in connection with an Injury or Illness arising out of, or in the course of, any employment for wage or profit.
- charges made by a Doctor or other health care provider for broken appointments, phone calls, email or internet evaluations unless otherwise specified as covered under the Plan.
- unless otherwise covered in this Plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.
- court-ordered treatment or hospitalization, unless such treatment is prescribed by a Doctor and listed as covered in this Plan.
- health care expenses for the infant child of a Dependent, unless the infant child is otherwise eligible under this Plan.

Medical Benefit Limitations and Exclusions

No amount will be payable for:

- custodial care of a Member whose health is stabilized and whose current condition is not expected to significantly or objectively improve or progress over a specified period of time. Custodial care does not seek a cure, can be provided in any setting and may be provided between periods of acute or inter-current health care needs. Custodial care includes any skilled or non-skilled health services or personal comfort and convenience services which provide general maintenance, supportive, preventive and/or protective care. This includes assistance with, performance of, or supervision of: walking, transferring or positioning in bed and range of motion exercises; self-administered medications; meal preparation and feeding by utensil, tube or gastrostomy; oral hygiene, skin and nail care, toilet use, routine enemas; nasal oxygen applications, dressing changes, maintenance of in-dwelling bladder catheters, general maintenance of colostomy, ileostomy, gastrostomy, tracheostomy and casts.
- any unproven or investigational services and supplies, including all related services and supplies. Unproven or investigational services and supplies are medical, surgical, diagnostic, psychiatric, substance abuse or other health care technologies, treatments, procedures, drugs and biologics or devices that are determined by Cigna to be:

BENEFIT LIMITATIONS - Continued

- not demonstrated by the weight of existing peer-reviewed, evidence-based scientific literature to be safe and effective for treating or diagnosing the sickness, condition, Injury or Illness for which its use is proposed; or
 - not currently the subject of active investigation because prior investigations and/or studies failed to establish proven efficacy and/or safety; or
 - not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use, except for accepted off-label use of drugs and biologics, consistent with Cigna policy; or
 - substantially confined to use in the research setting; or
 - the subject of review or approval by an Institutional Review Board for the proposed use, except as specifically provided in the “Clinical Trials” benefit provision; or
 - the subject of an ongoing phase I, II or III clinical trial, except for routine patient care costs related to qualified clinical trials as provided in the “Clinical Trials” benefit provision.
- cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem or to treat psychological symptomatology or psychosocial complaints related to one’s appearance including Idiopathic Short Stature Syndrome. However, reconstructive surgery and therapy are covered as provided in the “Reconstructive Surgery” benefit.
 - the following are excluded from coverage regardless of clinical indications (except as may be covered under the “Reconstructive Surgery” benefit): macromastia or gynecomastia surgeries; abdominoplasty; panniculectomy; rhinoplasty; blepharoplasty; redundant skin surgery; removal of skin tags; acupressure; craniosacral/cranial therapy; dance therapy, movement therapy; applied kinesiology; rolfing; prolotherapy; and extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
 - treatment of TMJ disorders and craniofacial muscle disorders.
 - dental treatment of the teeth, gums or structures directly supporting the teeth, including dental X-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. Charges made for services or supplies provided for or in connection with an accidental Injury to sound natural teeth are covered provided a continuous course of dental treatment is started within six months of an accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.
 - for medical and surgical services, initial and repeat, intended for the treatment or control of obesity including clinically severe (morbid) obesity, including: medical and surgical services to alter appearance or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity; and weight loss programs or treatments, whether prescribed or recommended by a Doctor or under medical supervision.
 - infertility testing (except as described in the Infertility Testing provision), infertility services, infertility drugs, surgical or medical treatment programs for infertility, including in-vitro fertilization, gamete intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT), variations of these procedures, and any costs associated with the collection, washing, preparation or storage of sperm for artificial insemination (including donor fees). Cryopreservation of donor sperm and eggs are also excluded from coverage.
 - reversal of male or female voluntary sterilization procedures.
 - transsexual surgery including medical or psychological counseling and hormonal therapy in preparation for, or subsequent to, any such surgery.
 - any medications, drugs, services or supplies for the treatment of male or female sexual dysfunction such as, but not limited to, treatment of erectile dysfunction (including penile implants), anorgasmia, and premature ejaculation.
 - non-medical counseling or ancillary services, including but not limited to Custodial Services, education, training, vocational rehabilitation, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back to school, return to work services, work hardening programs, driving safety, and services, training, educational therapy or other non-medical ancillary services for learning disabilities, developmental delays, autism or intellectual disabilities.

BENEFIT LIMITATIONS - Continued

- therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.
- consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the “Home Health Services” or “Breast Reconstruction and Breast Prostheses” benefits.
- private Hospital rooms and/or private duty nursing except as provided in the “Home Health Services” benefit.
- personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Illness.
- artificial aids including, but not limited to, corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets, dentures and wigs.
- hearing aids, including but not limited to semi-implantable hearing devices, audiant bone conductors and Bone Anchored Hearing Aids (BAHAs). A hearing aid is any device that amplifies sound.
- aids, devices or other adaptive equipment that assist with non-verbal communications, including, but not limited to communication boards, pre- recorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or post-cataract surgery).
- routine refractions, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
- routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
- membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the Medical Management review opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- blood administration for the purpose of general improvement in physical condition.
- cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
- cosmetics, dietary supplements and health and beauty aids.
- enteral feedings, supplies and specially formulated medical foods that are prescribed and non prescribed, except as specifically provided in the “Enteral Nutrition” benefit.
- massage therapy.
- all noninjectable prescription drugs, injectable prescription drugs that do not require Physician supervision and are typically considered self-administered drugs, nonprescription drugs, and investigational and experimental drugs, except as provided in this Plan.
- dialysis specific services and prescription drugs when rendered by a non-network provider.

Prescription Drug Benefit Limitations and Exclusions

No amount will be payable for:

- therapeutic devices and appliances, except as specifically provided under the Plan.
- non-prescription or over-the-counter (OTC) drugs and supplies, unless specifically listed in the Plan as a covered benefit.
- drugs or medicines that are not approved by the Food and Drug Administration (FDA).

BENEFIT LIMITATIONS - Continued

- drugs, devices and supplies for cosmetic purposes.
- smoking cessation medications, except medications covered as part of the Plan's tobacco use cessation coverage.
- administration of drugs.
- more than one purchase of a drug or insulin during the dosage period recommended by the prescribing Doctor.
- allergy serums.
- drugs for treatment of infertility.
- prescription drugs or supplies for which there is a non-prescription or over-the-counter (OTC) alternative or equivalent. An OTC equivalent contains the same chemical(s) as a prescription drug or supply, but has been approved by the Food and Drug Administration (FDA) to be sold OTC, sometimes in a lower dosage or with a different indication for use.
- growth hormones.
- drugs or devices for the treatment of impotence or erectile dysfunction.
- anabolic steroids.
- weight loss medications.

CLAIMS & LEGAL ACTION

■ How To File Claims

As used in this provision, any reference to “you” or “your” refers to the covered Member, and also refers to a representative or provider designated by you to act on your behalf.

A claim form can be requested from the Plan Administrator, through the website address or by calling Member Services at the phone number shown on your ID card. Complete and accurate claim information is necessary to avoid claim processing delays.

Timely Filing of Claims

Cigna will consider claims for coverage, other than Network coverage, under the Plan when proof of loss (a claim) is submitted within 180 days after expenses are incurred. If expenses are incurred on consecutive days, such as for a Hospital confinement, the limit will be counted from the last date expenses are incurred. If the claim is not submitted within the specified time period, it will not be considered valid and will be denied.

Medical Benefits

When using a network provider, you do not need to file a claim if you present your ID card. The network provider will file the claim. When using other providers, claims can be submitted by the provider if the provider is willing and able to file on your behalf. If the provider is not submitting on your behalf, you must send the completed claim form and itemized bills to the address shown on the claim form.

Prescription Drug Benefits

A prescription given to a pharmacist is not a claim for benefits under the Plan. A claim for prescription drugs may be submitted if all or a portion of the cost of a prescription drug or supply is paid by you when the drug or supply is dispensed, and you want to request reimbursement for the amount paid. Benefits will be processed subject to Plan provisions.

Claim Decisions

Claims for benefits provided will be processed within 30 days of the date the claim is received by Cigna. If a decision cannot be made within this time period for reasons beyond the control of the Plan, you will be notified of:

- the reasons for the delay;
- any information needed to perfect the claim; and
- the date by which a decision is expected.

You will have 45 days from the date the notice is received to provide the requested information. If the information is received within this time period, a decision will be made within 15 days of the date the information is received, unless you agree to a longer period of time. If the requested information is not provided within this time period, you should consider the claim to be denied. The claim will be reconsidered if the information is subsequently received.

■ Claim Determinations and Appeal Procedures

As used in this provision: (a) any reference to “you” or “your” refers to the covered Member, and also refers to a representative or provider designated by you to act on your behalf, unless otherwise noted; and (b) “Physician/Doctor Reviewers” are licensed Physicians/Doctors depending on the care, service or treatment under review.

CLAIMS & LEGAL ACTION - Continued

Medical Necessity Determinations

In general, health services and benefits must be Medically Necessary to be covered under the Plan. The procedures for determining Medical Necessity vary, according to the type of service or benefit requested and the type of health plan. Medical Necessity determinations are made on either a preservice, concurrent or postservice basis.

Certain services and benefits require prior authorization. You or your representative (typically your health care provider) must request prior authorization according to the procedures described in this provision, in the MEDICAL MANAGEMENT PROGRAM section of this Plan booklet, and in the health care provider's network participation documents as applicable.

When services or benefits are determined to be not covered, you or your representative will receive a written description of the adverse determination, and may appeal the determination. Appeal procedures are described in this Plan booklet, in the provider's network participation documents as applicable, and in the determination notices.

Preservice Determinations

When you or your representative request a required prior authorization, Cigna will notify you or your representative of the determination within 15 days after receiving the request. However, if more time is needed to make a determination due to matters beyond Cigna's control, Cigna will notify you or your representative within 15 days after receiving your request. This notice will include the date a determination can be expected, which will be no more than 30 days after receipt of the request. If more time is needed because necessary information is missing from the request, the notice will also specify what information is needed, and you or your representative must provide the specified information to Cigna within 45 days after receiving the notice. The determination period will be suspended on the date Cigna sends such a notice of missing information, and the determination period will resume on the date you or your representative respond to the notice.

If the determination periods above would seriously jeopardize your life or health, ability to regain maximum function; or in the opinion of a Doctor with knowledge of your health condition, cause you severe pain which cannot be managed without the requested care; then Cigna will make the preservice determination on an expedited basis. Cigna's Physician/Doctor reviewer will defer to the determination of the treating Doctor regarding whether an expedited determination is necessary. Cigna will notify you or your representative of an expedited determination within 72 hours after receiving the request.

However, if necessary information is missing from the request, Cigna will notify you or your representative within 24 hours after receiving the request to specify what information is needed. You or your representative must provide the specified information within 48 hours after receiving the notice. Cigna will notify you or your representative of the expedited benefit determination within 48 hours after you or your representative responds to the notice. Expedited determinations may be provided orally, followed within 3 days by written or electronic notification.

If you or your representative fails to follow Cigna's procedures for requesting a required preservice determination, Cigna will notify you or your representative of the failure within 5 days (or 24 hours, if an expedited determination is required, as described above) after receiving the request and describe the proper filing procedures. This notice may be provided orally, unless written notice is requested.

Concurrent Determinations

When an ongoing course of treatment has been approved for you and you wish to extend the approval, you or your representative must request a required concurrent coverage determination at least 24 hours prior the expiration of the approved period of time or number of treatments. When you or your representative requests such a determination, Cigna will notify you or your representative of the determination within 24 hours of receiving the request.

CLAIMS & LEGAL ACTION - Continued

Postservice Determinations

When you or your representative requests a coverage determination after care has been provided, Cigna will notify you or your representative of the determination within 30 days after receiving the request. However, if more time is needed to make a determination due to matters beyond Cigna's control, Cigna will notify you within 30 days after receiving the request. This notice will include the date a determination can be expected, which will be no more than 45 days after receipt of the request. If more time is needed because necessary information is missing from the request, the notice will also specify what information is needed, and you or your representative must provide the specified information to Cigna within 45 days after receiving the notice. The determination period will be suspended on the date Cigna sends such a notice of missing information, and the determination period will resume on the date you or your representative responds to the notice.

Notice of Adverse Determination

Every notice of an adverse benefit determination will be provided in writing or electronically, and will include all of the following that apply to the determination:

- information sufficient to identify the claim.
- the specific reason or reasons for the adverse determination.
- reference to the specific Plan provisions on which the determination is based.
- a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary.
- a description of the Plan's review procedures and the applicable time limits, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on appeal, if applicable.
- upon request and free of charge, a copy of any internal rule, guideline, protocol or other similar criterion that was relied upon in making the adverse determination regarding your claim, and an explanation of the scientific or clinical judgment for a determination that is based on Medical Necessity, experimental treatment or other similar exclusion or limit.
- information about any office of health insurance consumer assistance or ombudsman available to assist you with the appeals process.
- in the case of a claim involving urgent care, a description of the expedited review process applicable to such claim.

COMPLAINTS and APPEALS - Cigna has a process for addressing your concerns.

Start with Customer Service

If you have a concern regarding a person, a service, the quality of care, contractual benefits, or a rescission of coverage, you may call Customer Service at the phone number shown on your ID card, explanation of benefits or claim form and explain your concern to a Customer Service representative. You may also express that concern in writing.

Customer Service will make every effort to resolve the matter on your initial contact. If more time is needed to review or investigate your concern, a response will be provided to you as soon as possible, but in any case within 30 days. If you are not satisfied with the results of a coverage decision, you may start the appeals procedure.

CLAIMS & LEGAL ACTION - Continued

Internal Appeals Procedure

To initiate an appeal you must submit a request for an appeal in writing to Cigna within 180 days of the date the notice of denial is received. You should state the reason why you feel your appeal should be approved and include any information supporting your appeal. If you are unable or choose not to write, you may ask Cigna to register your appeal by telephone. Call Customer Service at the phone number shown on your ID card, explanation of benefits or claim form.

Your appeal will be reviewed and the decision made by someone not involved in the initial decision. Appeals involving Medical Necessity or clinical appropriateness will be considered by a health care professional.

Cigna will respond in writing with a decision within 30 calendar days after receipt of an appeal for a required preservice or concurrent care coverage determination, or a postservice Medical Necessity determination. Cigna will respond within 60 calendar days after receipt of an appeal for any other postservice coverage determination. If more time or information is needed to make the determination, Cigna will notify you in writing to request an extension of up to 15 calendar days and to specify any additional information needed to complete the review.

In the event any new or additional information (evidence) is considered, relied upon or generated by Cigna in connection with the appeal, Cigna will provide this information to you as soon as possible and sufficiently in advance of the decision, so that you will have an opportunity to respond. Also, if any new or additional rationale is considered by Cigna, Cigna will provide the rationale to you as soon as possible and sufficiently in advance of the decision so that you will have an opportunity to respond.

You may request that the appeal process be expedited if: (a) the timeframes under this process would seriously jeopardize your life, health or ability to regain maximum functionality or in the opinion of your Doctor would cause you severe pain which cannot be managed without the requested care; or (b) your appeal involves nonauthorization of an admission or continuing inpatient stay. If you request that your appeal be expedited based on (a) above, you may also ask for an expedited external Independent Review at the same time, if the time to complete an expedited internal appeal would be detrimental to your medical condition.

When an appeal is expedited, Cigna will respond orally with a decision within 72 hours, followed up in writing.

If you are dissatisfied with the internal appeal, you may request that your appeal be referred to an independent review organization, as described in the External Review Procedure provision.

External Review Procedure

If you are not fully satisfied with the decision of Cigna's internal appeal review and the appeal involves medical judgment or a rescission of coverage, you may request that your appeal be referred to an Independent Review Organization (IRO). The IRO is composed of persons who are not employed by Cigna or any of its affiliates. A decision to request an external review to an IRO will not affect the claimant's rights to any other benefits under the Plan. There is no charge for you to initiate an external review. Cigna and your benefit plan will abide by the decision of the IRO.

To request a review, you must notify Cigna's Appeals Coordinator within 4 months of receipt of Cigna's appeal review denial. Cigna will then forward the file to a randomly selected IRO. The IRO will render a decision within 45 days.

When requested, and if a delay would be detrimental to your medical condition, as determined by Cigna's Physician reviewer; or if your appeal concerns an admission, availability of care, continued stay, or health care item or service for which you received emergency services, but you have not yet been discharged from a facility; the external review will be completed within 72 hours.

Notice of Benefit Determination on Appeal

Every notice of a determination on appeal will be provided in writing or electronically and, if an adverse determination, will include:

- information sufficient to identify the claim.
- the specific reason or reasons for the adverse determination.
- reference to the specific Plan provisions on which the determination is based.

CLAIMS & LEGAL ACTION - Continued

- a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other Relevant Information as defined below.
- a statement describing any voluntary appeal procedures offered by the Plan and the claimant's right to bring a civil action under ERISA Section 502(a), if applicable.
- upon request and free of charge, a copy of any internal rule, guideline, protocol or other similar criterion that was relied upon in making the adverse determination regarding your appeal, and an explanation of the scientific or clinical judgment for a determination that was based on Medical Necessity, experimental treatment or other similar exclusion or limit.
- information about any office of health insurance consumer assistance or ombudsman available to assist you in the appeals process. A final notice of an adverse determination will include a discussion of the decision.

"Relevant Information" means any document, record or other information that:

- was relied upon in making the benefit determination.
- was submitted, considered or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination.
- demonstrates compliance with the administrative processes and safeguards required by federal law in making the benefit determination.
- constitutes a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit for the claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination.

Legal Action

If your Plan is governed by ERISA, you have the right to bring a civil action under ERISA Section 502(a) if you are not satisfied with the outcome of the Appeals Procedure. In most instances, you may not initiate a legal action against Cigna until you have completed the appeal processes, as applicable. Legal action must be taken for network expenses within 3 years after a claim is submitted, and for expenses other than network expenses within 3 years after proof of claim is required under the Plan.

■ What If a Member Has Other Coverage? (Coordination of Benefits)

This Coordination of Benefits provision applies if you or any one of your Dependents is covered under more than one Plan, and determines how benefits payable from all Plans will be coordinated. Claims should be filed with each Plan.

As used in this provision, references to "you" or "your" refers to each covered Member.

This provision applies if you are covered under this Plan as an Employee and also as a Dependent of an Employee.

This provision does not apply to your Prescription Drug Benefits.

Under this provision, total payments from the Primary and Secondary Plans will never be more than the expenses actually incurred.

Definitions

For the purpose of this provision, the following terms have the meanings described here:

- "Plan" means any of the following that provides health care benefits, services or treatment:
 - this Plan.
 - group insurance and/or group-type coverage, whether insured or self-insured which neither can be purchased by the general public, nor is individually underwritten, including Closed Panel coverage.
 - coverage under Medicare and other governmental benefits as permitted by law, except Medicaid and Medicare supplement policies.
 - health care benefits coverage of group, group-type and individual automobile contracts.

Each Plan or part of a Plan which has the right to coordinate benefits will be considered a separate Plan.

CLAIMS & LEGAL ACTION - Continued

- “Closed Panel Plan” means a Plan that provides health care benefits primarily in the form of services or supplies through a panel of employed or contracted providers, and that limits or excludes benefits provided outside of the panel, except in the case of emergency or if referred by a provider within the panel.
- “Primary Plan” means the Plan that determines and provides or pays benefits without taking into consideration the existence of any other Plan.
- “Secondary Plan” means a Plan that determines, and may reduce its benefits after taking into consideration, the benefits provided or paid by the Primary Plan. A Secondary Plan may also recover from the Primary Plan the Reasonable Cash Value of any services it provided to you.
- “Allowable Expense” means a necessary, reasonable and customary service or expense, including deductibles, coinsurance or copayments, that is covered in full or in part by any Plan covering you. When a Plan provides benefits in the form of services, the Reasonable Cash Value of each service is the Allowable Expense and is a paid benefit.

Examples of expenses or services that are not Allowable Expenses include, but are not limited to, the following:

- An expense or service or a portion of an expense or service that is not covered by any of the Plans is not an Allowable Expense.
 - The difference between the cost of a private Hospital room and a semiprivate Hospital room, unless the patient’s stay in a private Hospital room is Medically Necessary, is not an Allowable Expense.
 - If you are covered by two or more Plans that provide services or supplies on the basis of reasonable and customary fees, any amount in excess of the highest reasonable and customary fee is not an Allowable Expense.
 - If you are covered by one Plan that provides services or supplies on the basis of reasonable and customary fees and one Plan that provides services and supplies on the basis of negotiated fees, the Primary Plan’s fee arrangement is the Allowable Expense.
 - If your benefits are reduced under the Primary Plan (through imposition of a higher copayment amount, higher coinsurance percentage, a deductible and/or a penalty) because you did not comply with Plan provisions or because you did not use a preferred provider, the amount of the reduction is not an Allowable Expense. Such Plan provisions include second surgical opinions and precertification of admissions or services.
- “Claim Determination Period” means a calendar year, but does not include any part of a year during which you are not covered under this Plan or any date before this provision or any similar provision takes effect.
 - “Reasonable Cash Value” means an amount which a duly licensed provider of health care services or supplies usually charges patients and which is within the range of fees usually charged for the same service or supply by other health care providers located within the immediate geographic area where the health care service or supply is rendered under similar or comparable circumstances.

Order of Benefit Determination Rules

A Plan that does not have a coordination of benefits rule consistent with this provision will always be the Primary Plan.

If the Plan has a coordination of benefits rule consistent with this provision, the first of the following rules that applies to the situation is the one to use:

- The Plan that covers you as an enrollee or an employee is the Primary Plan and the Plan that covers you as a dependent is the Secondary Plan.
- If you are a dependent child whose parents are not divorced or legally separated, the Primary Plan is the Plan that covers the parent whose birthday falls first in the calendar year as an enrollee or employee.
- If you are the dependent of divorced or separated parents, benefits for the Dependent are determined in the following order:
 - first, if a court decree states that one parent is responsible for the child’s health care expenses or health coverage and the Plan for that parent has actual knowledge of the terms of the order, but only from the time of actual knowledge;
 - then, the Plan of the parent with custody of the child;
 - then, the Plan of the spouse of the parent with custody of the child;
 - then, the Plan of the parent not having custody of the child; and

CLAIMS & LEGAL ACTION - Continued

- finally, the Plan of the spouse of the parent not having custody of the child.
- The Plan that covers you as an active employee (or as that employee's dependent) is the Primary Plan and the Plan that covers you as a laid-off or retired employee (or as that employee's dependent) is the Secondary Plan. If the other Plan does not have a similar provision and, as a result, the Plans cannot agree on the order of benefit determination, this paragraph does not apply.
- The Plan that covers you under a right of continuation provided by federal or state law is the Secondary Plan and the Plan that covers you as an active employee or retiree (or as that employee's dependent) is the Primary Plan. If the other Plan does not have a similar provision and, as a result, the Plans cannot agree on the order of benefit determination, this paragraph does not apply.
- If one of the Plans determines the order of benefits based on the gender of a parent, and as a result, the Plans do not agree on the order of benefit determination, the Plan with the gender rule determines the order of benefits.

If none of the above rules determine the order of benefits, the Plan that has covered you for a longer period of time is the Primary Plan.

When coordinating benefits with Medicare, this Plan is the Secondary Plan and determines benefits after Medicare, where permitted by the Social Security Act of 1965, as amended. However, when more than one Plan is secondary to Medicare, the benefit determination rules identified above are used to determine how benefits will be coordinated.

Effect on the Benefits of This Plan

The Coordination of Benefits provision is applied throughout each Claim Determination Period.

If this Plan is the Secondary Plan, this Plan may reduce benefits so that the total benefits paid by all Plans during a Claim Determination Period are not more than 100% of the total of all Allowable Expenses.

If this Plan is the Secondary Plan, it pays the lesser of:

- the Allowable Expenses that were not reimbursed under the other Plan; or
- the amount this Plan would have paid if there were no other coverage.

When the benefits of a government Plan are taken into consideration, the Allowable Expense is limited to the benefits provided by that Plan.

When the Coordination of Benefits provision reduces the benefits payable under this Plan, each benefit will be reduced proportionately and only the reduced amount will be charged against any benefit limits under this Plan.

Recovery of Excess Benefits

If this Plan pays charges for benefits that should have been paid by the Primary Plan, or if this Plan pays charges in excess of those for which this Plan is obligated to pay, this Plan has the right to recover the actual payment made or the Reasonable Cash Value of any services.

This Plan may seek recovery from any person to, or for whom, or with respect to whom, such services or supplies were provided or such payments made by any insurance company, health care plan or other organization. If requested, you must execute and deliver to this Plan any such instruments and documents as determined necessary to secure the right of recovery.

Right to Receive and Release Information

Without consent or notice to you, information may be obtained from you, and information may be released to any other Plan with respect to you, in order to coordinate your benefits pursuant to this provision. You must provide any information requested in order to coordinate your benefits pursuant to this provision. This request may occur in connection with a submitted claim; if so you will be advised that the "other coverage" information, including an explanation of benefits paid under another Plan, is required before the claim will be processed for payment. If no response is received within 90 days of the request, the claim may be denied. If the requested information is subsequently received, the claim will be processed.

CLAIMS & LEGAL ACTION - Continued

■ How Will Benefits Be Affected By Medicare? (Medicare Eligibles)

Under federal law, Medicare Secondary Payer (MSP) Rules, including those described below, do not apply to domestic partners (including Domestic Partners as defined in the Plan) and spouses who do not meet the definition of spouse under federal law and who are covered under a group health plan when Medicare coverage is due to age. For these individuals, Medicare is the Primary Plan and this Plan is the Secondary Plan. However, when Medicare coverage is due to disability, the Medicare Secondary Payer Rules apply.

A person is considered eligible for Medicare on the earliest date any coverage under Medicare could become effective for the person.

When this Plan is secondary according to Medicare Secondary Payer (MSP) Rules, this Plan will assume the amount payable under:

- Part A of Medicare for a person who is eligible for that Part without premium payment, but has not applied, to be the amount the person would receive if the person had applied.
- Part B of Medicare for a person who is entitled to be enrolled in that Part, but is not, to be the amount the person would receive if the person were enrolled.
- Part B of Medicare for a person who has entered into a private contract with a provider to be the amount he would receive in the absence of such private contract.

This Plan will pay as Secondary Plan as permitted by the Social Security Act of 1965, as amended, for the following persons who are covered under this Plan:

- A former Employee or the former Employee's Dependent if the person is eligible for Medicare and the person's coverage under this Plan is continued for any reason as provided in this Plan.
- An Employee or the Employee's Dependent if the person is eligible for Medicare due to disability, when the Employer has fewer than 100 employees according to MSP rules.
- An Employee or the Employee's Dependent if the person is eligible for Medicare due to age, when the Employer has fewer than 20 employees according to MSP rules.
- A covered person who is eligible for Medicare due to End Stage Renal Disease (ESRD) after that person is eligible for Medicare for 30 months.

■ Expenses For Which A Third Party May Be Responsible

This Plan does not cover:

- expenses incurred by you or your Dependent (hereinafter individually and collectively referred to as a "Participant") for which another party may be responsible as a result of having caused or contributed to an Injury or Illness.
- expenses incurred by a Participant to the extent any payment is received for them either directly or indirectly from a third party tortfeasor or as a result of a settlement, judgement or arbitration award in connection with any automobile medical, automobile no-fault, uninsured or underinsured motorist, homeowners, workers' compensation, government insurance (other than Medicaid), or similar type of insurance or coverage.

■ Subrogation/Right of Reimbursement

If a Participant incurs a covered expense for which, in the opinion of the Plan or its claim administrator, another party may be responsible or for which the Participant may receive payment as described above:

- Subrogation: The Plan shall, to the extent permitted by law, be subrogated to all rights, claims or interests that a Participant may have against such party and shall automatically have a lien upon the proceeds of any recovery by a Participant from such party to the extent of any benefits paid under the Plan. A Participant or his/her representative shall execute such documents as may be required to secure the Plan's subrogation rights.
- Right of Reimbursement: 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 above subrogation right, but only to the extent of the benefits provided by the Plan.

CLAIMS & LEGAL ACTION - Continued

■ Lien of the Plan

By accepting benefits under this Plan, a Participant:

- grants a lien and assigns to the Plan an amount equal to the benefits paid under the Plan against any recovery made by or on behalf of the Participant which is binding on any attorney or other party who represents the Participant whether or not an agent of the Participant or of any insurance company or other financially responsible party against whom a Participant may have a claim provided said attorney, insurance carrier or other party has been notified by the Plan or its agents.
- agrees that this lien shall constitute a charge against the proceeds of any recovery and the Plan shall be entitled to assert a security interest thereon.
- agrees to hold the proceeds of any recovery in trust for the benefit of the Plan to the extent of any payment made by the Plan.

■ Additional Terms

No adult Participant hereunder may assign any rights that it may have to recover medical expenses from any third party or other person or entity to any minor Dependent of said adult Participant without the prior express written consent of the Plan. The Plan's right to recover shall apply to decedents', minors', and incompetent or disabled persons' settlements or recoveries.

No Participant shall make any settlement, which specifically reduces or excludes, or attempts to reduce or exclude, the benefits provided by the Plan.

The Plan's right of recovery shall be a prior lien against any proceeds recovered by the Participant. This right of recovery shall not be defeated nor reduced by the application of any so-called "Made-Whole Doctrine", "Rimes Doctrine" or any other such doctrine purporting to defeat the Plan's recovery rights by allocating the proceeds exclusively to non-medical expense damages.

No Participant hereunder shall incur any expenses on behalf of the Plan in pursuit of the Plan's rights hereunder, specifically; no court costs, attorneys' fees or other representatives' fees may be deducted from the Plan's recovery without the prior express written consent of the Plan. This right shall not be defeated by any so-called "Fund Doctrine", "Common Fund Doctrine" or "Attorney's Fund Doctrine".

The Plan shall recover the full amount of benefits provided hereunder without regard to any claim of fault on the part of any Participant, whether under comparative negligence or otherwise.

The Plan hereby disavows all equitable defenses in the pursuit of its right of recovery. The Plan's subrogation or recovery rights are neither affected nor diminished by equitable defenses.

In the event that a Participant 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 medical benefits hereunder until the Participant has fully complied with his/her reimbursement obligations hereunder, regardless of how those future medical benefits are incurred.

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

Participants must assist the Plan in pursuing any subrogation or recovery rights by providing requested information.

CLAIMS & LEGAL ACTION - Continued

■ Payment of Benefits

As used in this provision, any reference to “you” or “your” refers to the covered Member, and also refers to a representative or provider designated by you to act on your behalf, unless otherwise noted.

Benefits are assignable to the provider. When you assign benefits to a provider, you have assigned the entire amount of the benefits due on that claim. If the provider is overpaid because of accepting a patient’s payment on the charge, it is the provider’s responsibility to reimburse the patient. Because of Cigna’s contracts with providers, all claims from contracted providers should be assigned.

Plan payment may be made to you for the cost of any covered expenses even if benefits have been assigned. When benefits are paid to you or your Dependents, you or your Dependents are responsible for reimbursing the provider.

If any person to whom benefits are payable is a minor or is not able to give a valid receipt for any payment due, such payment may be made to the person’s legal guardian. If no request for payment has been made by the person’s legal guardian, Plan payment may be made to the person or institution appearing to have assumed custody and support of the person.

When a Plan participant passes away, and notice is received that an executor of the estate has been established, benefit payments for unassigned claims should be made payable to the executor.

Payment as described above will release the Plan from all liability to the extent of any payment made.

Recovery of Overpayment

When a Plan overpayment has been made, the Plan will have the right at any time to: recover that overpayment from the person to whom or on whose behalf it was made; or offset the amount of that overpayment from a future claim payment. In addition, your acceptance of benefits under this Plan and/or assignment of benefits separately creates an equitable lien by agreement pursuant to which the Plan may seek recovery of any overpayment. You agree that the Plan, in seeking recovery of any overpayment as a contractual right or as an equitable line by agreement, may pursue the general assets of the person or entity to whom or on whose behalf the overpayment was made.

■ Other Information a Member Needs to Know

Legal Actions

A Member may bring a legal action to recover under the Plan. For legal actions not related to the Plan’s Appeals Procedure, such legal action may be brought no sooner than 60 days, and no later than 3 years, after the time written proof of loss is required to be given under the terms of the Plan.

Physical Examinations

The Company, at its own expense, has the right to have the person for whom a claim is pending examined as often as reasonably necessary.

Relationship Between Cigna and Network Providers

Providers under contract with Cigna are independent contractors. Network providers are neither agents nor employees of Cigna, nor is Cigna, or any employee of Cigna, an agent or employee of Network providers. Cigna will not be responsible for any claim or demand on account of damages arising out of, or in any way connected with, any injuries suffered by the Member while receiving care from any Network provider or in any Network provider’s facilities.

GLOSSARY

Custodial Services

Any services that are of a sheltering, protective, or safeguarding nature. Such services may include a stay in an institutional setting, at-home care, or nursing services to care for someone because of age or mental or physical condition. This service primarily helps the person in daily living. Custodial care also can provide medical services, given mainly to maintain the person's current state of health. These services cannot be intended to greatly improve a medical condition; they are intended to provide care while the patient cannot care for himself or herself. Custodial Services include but are not limited to:

- services related to watching or protecting a person.
- services related to performing or assisting a person in performing any activities of daily living, such as: walking, grooming, bathing, dressing, getting in or out of bed, toileting, eating, preparing foods, or taking medications that can be self administered.
- services not required to be performed by trained or skilled medical or paramedical personnel.

Dependent

See ELIGIBILITY.

Doctor/Physician

A person licensed to practice medicine or osteopathy. This also includes any other practitioner of the healing arts if the practitioner performs a service within the scope of his or her license and for which this Plan provides coverage.

Emergency Medical Condition

A medical condition which manifests itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: 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; or serious impairment to bodily functions; or serious dysfunction of a bodily part or organ.

Emergency Services

With respect to an Emergency Medical Condition: a medical screening examination that is within the capability of the emergency department of a Hospital, including ancillary services routinely available to the emergency department to evaluate the Emergency Medical Condition; and such further medical examination and treatment, to the extent they are within the capabilities of the staff and facilities available at the Hospital, to Stabilize the patient.

Employee

See ELIGIBILITY.

Employer

- County of Rio Grande Consolidated School District #8 DBA Monte Vista School District; and
- Any affiliated companies listed in the application of the Employer. The Employer may add an affiliated company after the effective date of the Plan. For that company only, the effective date of the Plan will be considered to be the effective date of the amendment that adds that company.

Free-Standing Surgical Facility

An institution which meets all of the following requirements:

- has a medical staff of Doctors/Physicians, nurses and licensed anesthesiologists.
- maintains at least two operating rooms and one recovery room.
- maintains diagnostic laboratory and x-ray facilities.
- has equipment for emergency care.
- has a blood supply.
- maintains medical records.
- has agreements with Hospitals for immediate acceptance of patients who need inpatient Hospital confinement.

GLOSSARY - Continued

- is licensed in accordance with the laws of the appropriate legally authorized agency.

Hospice Facility

An institution or part of it which primarily provides care for Terminally Ill patients; is accredited by the National Hospice Organization; meets established Medical Management standards; and fulfills any licensed requirements of the state or locality in which it operates.

Hospital

An institution:

- licensed as a hospital, which: maintains, on the premises, all facilities necessary for medical and surgical treatment; provides such treatment on an inpatient basis, for compensation, under the supervision of Doctors; and provides 24-hour service by registered graduate nurses; or
- which qualifies as a hospital, a psychiatric hospital or a tuberculosis hospital, and a provider of services under Medicare, if such institution is accredited as a hospital by the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO); or
- which specializes in treatment of mental health or substance use or other related illness; provides residential treatment programs; and is licensed in accordance with the laws of the appropriate legally authorized agency.

The term Hospital will not include an institution which is primarily a place for rest, a place for the aged, or a nursing home.

Illness

An Injury, a sickness, a disease, a bodily or mental disorder, a pregnancy, or any birth defect of a newborn child. Conditions that exist and are treated at the same time or are due to the same or related causes are considered to be one Illness.

Injury

A sudden and unforeseen event from an external agent or trauma, resulting in injuries to the physical structure of the body. It is definite as to time and place and it happens involuntarily or, if the result of a voluntary act, entails unforeseen consequences. It does not include harm resulting from disease.

Maximum Reimbursable Charge

See WHAT'S COVERED? (Covered Expenses).

Medically Necessary/Medical Necessity

Health care services and supplies, such as medication, that a Physician, exercising prudent clinical judgment, provides to a Member for the purpose of preventing, evaluating, diagnosing or treating an Injury, disease or its symptoms, and are:

- In accordance with generally accepted standards of medical practice; and
- Clinically appropriate, in terms of type, frequency, level, extent, site and duration, and considered effective for the Member's Illness, Injury or disease; and
- Not deemed to be cosmetic; and
- Specifically allowed by the licensing statutes which apply to the Physician who provides the service or supply; and
- At least as medically effective as any standard care and treatment; and
- Not primarily for the convenience, psychological support, education or vocational training of the Member, Physician or other health care provider; and
- Not more costly than an alternative service, supply or sequence of services or supplies, and at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the Member's Illness, Injury or disease.

For these purposes, "generally accepted standards of medical practice" mean the:

- Standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community;

GLOSSARY - Continued

- Recommendations of an American Medical Association-recognized Physician specialty society;
- Prevalent practices of Physicians in the relevant clinical area; or
- Any other relevant factors.

Medical Management may require satisfactory proof in writing that any type of service or supply received is Medically Necessary. Medical Necessity will be determined solely by Medical Management, in accordance with the definition above.

Medicare

Title 18 of the United States Social Security Act of 1965 as amended from time to time and the coverage provided under it. This includes coverage provided under Medicare Advantage plans.

Member

An Employee and any covered Dependent.

Other Health Care Facility

An institution other than a Hospital or hospice facility. Examples include, but are not limited to, licensed skilled nursing facilities, rehabilitation Hospitals and subacute facilities.

Plan

The medical and drug benefits described in this booklet.

Service

See ELIGIBILITY.

Stabilize

With respect to an Emergency Medical Condition: to provide such medical treatment of the condition as may be necessary to assure, within reasonable medical probability that no material deterioration of the condition is likely to result from or occur during the transfer of the individual from the facility.

Terminal Illness

A Terminal Illness will be considered to exist if a Member becomes terminally ill with a prognosis of six months or less to live, as diagnosed by a Doctor.

Totally Disabled and Total Disability

Active Employees

Being under the care of a Doctor and prevented by Illness from performing your regular work.

Dependents

Being under the care of a Doctor and prevented by Illness from engaging in substantially all of the normal activities of a person of the same age and sex who is in good health.

Urgent Care Facility

A freestanding facility which is engaged primarily in providing minor emergency and episodic medical care and which has:

- a Doctor, a registered nurse (R.N.) and a registered x-ray technician in attendance at all times; and
- x-ray and laboratory equipment and a life support system.

You and Your

An Employee.

USERRA RIGHTS AND RESPONSIBILITIES

The federal Uniformed Services Employment and Reemployment Rights Act (USERRA), establishes requirements for Employers and certain Employees who terminate Service with the Employer for the purpose of Uniformed Service. This includes the right to continue the medical and prescription drug coverage that you (the Employee) had in effect for yourself and your Dependents.

“Uniformed Service” means the performance of active duty in the Uniformed Services under competent authority which includes training, full-time National Guard duty and the time necessary for a person to be absent from employment for an examination to determine the fitness of the person to perform any of the assigned duties.

You must notify your Employer verbally or in writing of your intent to leave employment and terminate your Service with the Employer for the purpose of Uniformed Service. The notice must be provided at least 30 days prior to the start of your leave, unless it is unreasonable or impossible for you to provide advance notice due to reasons such as military necessity.

Continued Medical and Prescription Drug Coverage

Under USERRA, you are eligible to elect continued medical and prescription drug coverage for yourself and your Dependents when you terminate Service with the Employer for the purpose of Uniformed Service.

The Employer should establish reasonable procedures for electing continued medical and prescription drug coverage and for payment of contributions. See the Plan Administrator for details.

If you do not provide advance notice of your leave and you do not elect continued coverage prior to your leave

Coverage for you and your Dependents will terminate on the date that coverage would otherwise terminate due to termination of your Service.

However, if you are excused from giving advance notice because it was unreasonable or impossible for you to provide advance notice due to reasons such as military necessity, then coverage will be retroactively reinstated if you elect coverage for yourself and your Dependents and pay all unpaid contributions within the period specified in the Employer’s reasonable procedures.

If you provide advance notice of your leave but you do not elect continued coverage prior to your leave

Coverage for you and your Dependents will terminate on the date that coverage would otherwise terminate due to termination of your Service, when the duration of Uniformed Service is at least 30 days.

However, coverage will be retroactively reinstated if the Employer has established reasonable procedures for election of continued coverage after the period of Uniformed Service begins, and you elect coverage for yourself and your Dependents and pay all unpaid contributions within the time period specified in the procedures.

If the Employer has not established reasonable procedures, then the Employer must permit you to elect continued coverage for yourself and your Dependents and pay all required contributions at any time during the period of continued coverage, and the Employer must retroactively reinstate coverage.

If you elect continued coverage but do not make timely payments for the cost of coverage

If the Employer has established reasonable payment procedures and you do not make payments according to the procedures, then coverage for you and your covered Dependents will terminate as described in the procedures.

Period of Continued Coverage

During a leave for Uniformed Service, the period of continued coverage begins immediately following the date you and your covered Dependents lose coverage under the Plan, and it continues for a maximum period of up to 24 months.

Cost of Continued Coverage

If the period of Uniformed Service is less than 31 days, you are not required to pay more than the amount that you paid as an active Employee for that coverage for continued coverage.

USERRA RIGHTS AND RESPONSIBILITIES - Continued

If the period of Uniformed Service is 31 days or longer, then you will be required to pay up to 102% of the applicable group rate for continued coverage.

COBRA Coverage

If you are entitled to COBRA continuation coverage, then the COBRA coverage period runs concurrently with the USERRA coverage period. In some instances, COBRA coverage may continue longer than USERRA coverage.

Reinstatement of Coverage

Coverage for an Employee who returns to Service with the Employer following Uniformed Service will be reinstated upon request from the Employee and in accordance with USERRA.

Reinstated coverage will not be subject to any exclusion or waiting period, if such exclusion and/or waiting period would not have been imposed had coverage not terminated as a result of Uniformed Service.

CONTINUATION OF COVERAGE - FMLA

This provision applies if the Employer is subject to the Family and Medical Leave Act of 1993 (FMLA), as amended. If you are eligible for FMLA leave and if the Employer approves your FMLA leave, coverage under the Plan will continue during your leave. Contributions must be paid by you and/or the Employer. If contributions are not paid, your coverage will cease. If you return to work on your scheduled date, coverage will be on the same basis as that provided for any active Member on that date. If your coverage ends during FMLA leave, a COBRA qualifying event occurs if you do not return to work on the date you are scheduled to return from your FMLA leave. See the Plan Administrator with questions about FMLA leave.

CONTINUATION RIGHTS UNDER FEDERAL LAW - COBRA

COBRA continuation coverage is a temporary extension of coverage under the Plan, and was created by federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

Under this federal law, you and/or your covered Dependents (a covered Member) if a COBRA qualified beneficiary, must be given the opportunity to continue Plan coverage when there is a "qualifying event" that would result in loss of coverage under the Plan. The law permits continuation of the same Plan coverage under which the qualified beneficiary was covered on the day before the qualifying event, unless the qualified beneficiary moves out of the Plan's coverage area or the Plan is no longer available. If coverage options are available, a qualified beneficiary has the same options to change coverage as others who are covered under the Plan.

COBRA continuation coverage is available for you and your covered Dependents for up to 18 months from the date of the following qualifying events if the event would result in a loss of coverage under the Plan:

- your termination of employment for any reason, other than gross misconduct.
- your reduction in work hours.

For your Dependents, COBRA continuation coverage is available for up to 36 months from the date of the following qualifying events if the event would result in loss of coverage under the Plan:

- your death.
- your divorce or legal separation.
- for a Dependent child, failure to continue to qualify as a Dependent under the Plan.

Only a qualified beneficiary, as defined by federal law, may elect COBRA continuation coverage. A qualified beneficiary may include the following individuals who were covered under the Plan on the day the qualifying event occurred: you, your spouse, and your Dependent children. Each qualified beneficiary has an independent right to elect or decline COBRA continuation coverage, even if you decline or are not eligible for COBRA continuation coverage.

CONTINUATION RIGHTS UNDER FEDERAL LAW - COBRA - Continued

The following individuals are not qualified beneficiaries for the purposes of COBRA continuation coverage: domestic partners (including Domestic Partners as defined in the Plan), spouses who do not meet the definition of spouse under federal law, and children (such as stepchildren, grandchildren) who have not been legally adopted by you. Although these individuals do not have an independent right to elect COBRA continuation coverage, if you elect COBRA continuation coverage for yourself you may also cover your Dependents even if they are not considered qualified beneficiaries under COBRA. However, such individuals' coverage will terminate when your COBRA continuation coverage terminates. The provisions "Secondary Qualifying Events" and "Medicare Extension for Dependents" are not applicable to these individuals.

Secondary Qualifying Events

If, as a result of your termination of employment or reduction in work hours, your Dependent(s) elected COBRA continuation coverage and one or more Dependents experience another COBRA qualifying event, the affected Dependent(s) may elect to extend COBRA continuation coverage for an additional 18 months (7 months if the secondary event occurs within the disability extension period) for a maximum of 36 months from the initial qualifying event. The second qualifying event must occur before the end of the initial 18 months of COBRA continuation coverage, or within the disability extension period. Under no circumstances with COBRA continuation coverage be available for more than 36 months from the initial qualifying event. Secondary qualifying events are: your death; your divorce or legal separation; or, for a Dependent child, failure to continue to qualify as a Dependent under the Plan.

Disability Extension

If, after electing COBRA continuation coverage due to your termination of employment or reduction in work hours, you or one of your Dependents is determined by the Social Security Administration (SSA) to be totally disabled under Title II or XVI of the SSA, you and all of your Dependents who have elected COBRA continuation may extend such continuation for an additional 11 months, for a maximum of 29 months from the initial qualifying event.

To qualify for the disability extension, both of the following requirements must be satisfied:

- SSA must determine that the disability occurred prior to or within 60 days after the disabled individual elected COBRA continuation coverage; and
- a copy of the written SSA determination must be provided to the Plan Administrator within 60 calendar days after the date the SSA determination is made AND before the end of the initial 18-month continuation period.

If the SSA later determines that the individual is no longer disabled, you must notify the Plan Administrator within 30 days after the date the final determination is made by SSA. The 11-month disability extension will terminate, for all individuals covered under the extension, on the first day of the month that is more than 30 days after the date the SSA makes a final determination that the disabled individual is no longer disabled.

All causes for "Termination of COBRA Continuation Coverage" will also apply to the disability extension period.

Medicare Extension

When the qualifying event is your termination of employment or reduction in work hours, and you became covered under Medicare (Part A, Part B or both) within the 18 months before the qualifying event, the maximum COBRA continuation period for you is 18 months from the date of your termination of employment or reduction in work hours, and for your Dependents the maximum continuation period is 36 months from the date you became covered under Medicare.

Termination of COBRA Continuation Coverage

COBRA continuation coverage will terminate when any of the following occurs:

- the end of the COBRA continuation period of 18, 29 or 36 months; as applicable.
- failure to pay the required cost of coverage as described in "COBRA Premiums".
- cancellation of the Employer's Plan.
- after electing COBRA continuation coverage, a qualified beneficiary becomes covered under Medicare (Part A, Part B or both).

CONTINUATION RIGHTS UNDER FEDERAL LAW - COBRA - Continued

- after electing COBRA continuation coverage, a qualified beneficiary becomes covered under another group health plan, unless the qualified beneficiary has a condition for which the new plan limits or excludes coverage. In such a situation, COBRA continuation coverage will continue until the earlier of: the date the condition becomes covered under the other plan or the occurrence of any of the events listed above.
- after the date the qualified beneficiary qualifies as described in “Disability Extension”, the beneficiary is no longer disabled.
- any reason the Plan would terminate coverage of a participant or beneficiary who is not receiving COBRA continuation (e.g., fraud).

Employer Notice Requirements

The Employer is required to provide the following notices:

- **Initial Notice** - An initial notice of COBRA continuation rights must be provided within 90 days after Plan coverage begins (or the Plan first becomes subject to COBRA continuation requirements, if later). If you and/or your Dependents experience a qualifying event before the end of that 90-day period, the initial notice must be provided within the time frame required for the COBRA election notice.
- **Election Notice** - COBRA continuation coverage will be offered to qualified beneficiaries only after the Employer’s representative or Plan Administrator has been timely notified that a qualifying event has occurred, and must be provided to you and/or your Dependents within the timeframe required by COBRA.

When the qualifying event is termination of employment, reduction of employment hours or the Employee’s death, a COBRA continuation election notice must be provided to you and/or your Dependents:

- if the Plan provides that the COBRA continuation coverage period starts upon the loss of coverage, within 44 days after loss of coverage under the Plan.
- if the Plan provides that the COBRA continuation coverage period starts upon the occurrence of a qualifying event, within 44 days after the qualifying event occurs.

Electing COBRA Continuation Coverage

The COBRA continuation election notice will list the individuals who are eligible for COBRA continuation coverage, and provide information about the applicable cost of coverage. The notice will also include instructions for electing COBRA continuation coverage. You must notify the Plan Administrator of your election in writing no later than the due date stated in the election notice. If written notice is mailed, it must be post-marked no later than the due date stated in the election notice. If you do not make proper notification by the due date stated in the election notice, you and your Dependents will lose the right to elect COBRA continuation coverage. If you reject COBRA continuation coverage before the due date, you may change your mind as long as you furnish a completed election form before the due date.

Each qualified beneficiary has an independent right to elect COBRA continuation coverage. COBRA continuation coverage may be elected for only one, several, or for all Dependents who are qualified beneficiaries. Parents may elect to continue coverage on behalf of their Dependent children. You or your spouse may elect COBRA continuation on behalf of all the qualified beneficiaries. You are not required to elect COBRA continuation coverage in order for your Dependents to elect COBRA continuation coverage.

CONTINUATION RIGHTS UNDER FEDERAL LAW - COBRA - Continued

Cost of COBRA Continuation Coverage

Each qualified beneficiary may be required to pay the entire cost of COBRA continuation coverage. The amount may not exceed 102% of the cost to the group health plan (including both Employer and Employee contributions) for coverage of a similarly situated active Employee or family member. The cost during the 11-month disability extension may not exceed 150% of the cost to the group health plan (including both Employer and Employee contributions) for coverage of a similarly situated active Employee or family member.

For example: If the Employee alone elects COBRA continuation, the Employee or family member will be charged 102% (or 150%, if applicable) of the active Employee cost of coverage. If the spouse or one Dependent child alone elects COBRA continuation coverage, the individual will be charged 102% (or 150%, if applicable) of the active Employee cost of coverage. If more than one qualified beneficiary elects COBRA continuation coverage, they will be charged 102% (or 150%, if applicable) of the applicable family cost of coverage.

The first COBRA continuation coverage payment must be made no later than 45 calendar days after the date of your election (if mailed, this is the date the election notice is postmarked). The qualified beneficiary is responsible for making sure that the amount of the first payment is enough to cover the entire initial period from the date coverage would have otherwise terminated, up to the date the qualified beneficiary makes the first payment. If the first payment is not made within the 45-day period, all COBRA continuation rights under the Plan will be lost. Claims incurred during the period covered by the initial payment period will not be processed until the payment is made.

After the first payment is made, the qualified beneficiary is required to pay for each subsequent period of coverage. If payment is made on or before its due date, coverage under the Plan will continue for that coverage period without any break.

A grace period of 30 days after the first day of the coverage period will be given to make each periodic payment. Coverage will be provided for each coverage period as long as payment for that coverage period is made before the end of the grace period for that payment. However, if payment is received after the due date, coverage under the Plan may be suspended during this time. Any providers who contact the Plan to confirm coverage during this time may be informed that coverage has been suspended. If required payment is received before the end of the grace period, coverage will be reinstated back to the beginning of the coverage period. This means that any claim(s) submitted while coverage is suspended may be denied and may have to be resubmitted once coverage is reinstated. If payment is not made before the end of the grace period for that coverage period, all rights to COBRA continuation under the Plan will be lost.

You Must Give Notice of Certain Qualifying Events

If you or your Dependent(s) experience any of the following qualifying events, you or your Dependent(s) must notify the Plan Administrator within 60 calendar days after the later of the date the qualifying event occurs or the date coverage would end as a result of the qualifying event:

- your divorce or legal separation.
- your child no longer qualifies as a Dependent under the Plan.
- the occurrence of a secondary qualifying event as described in “Secondary Qualifying Events” (this notice must be received prior to the end of the initial 18-month or 29-month COBRA period). See “Disability Extension” for additional notice requirements.

Notice must be made in writing and must include: the name of the Plan; name and address of the Employee covered under the Plan; name and address(es) of the qualified beneficiaries affected by the qualifying event; the qualifying event; the date the qualifying event occurred; and supporting documentation (e.g. divorce decree, birth certificate, disability determination, etc.).

CONTINUATION RIGHTS UNDER FEDERAL LAW - COBRA - Continued

Newly Acquired Dependents

If you acquire a new Dependent through marriage, birth, adoption or placement for adoption while your coverage is being continued, you may cover such Dependent under your COBRA continuation coverage. Coverage is subject to the Plan's notice and/or application process for active Employees adding a new Dependent. Only your newborn or adopted Dependent child is a qualified beneficiary for the purpose of continuing COBRA coverage for the remainder of the coverage period following your early termination of COBRA coverage or due to a secondary qualifying event. Any other Dependent added while your coverage is being continued is not a qualified beneficiary for the purpose of continuing COBRA coverage for the remainder of the coverage period following your early termination of COBRA coverage or due to a secondary qualifying event.

Health FSA

The maximum COBRA coverage period for a health flexible spending arrangement (Health FSA), if maintained by your Employer, ends on the last day of the Flexible Benefits Plan Year in which the qualifying event occurred.

EFFECT OF SECTION 125 TAX REGULATIONS ON THIS PLAN

Your Employer has chosen to administer this Plan in accordance with Section 125 regulations of the Internal Revenue Code. Per this regulation, you may agree to a pretax salary reduction put toward the cost of your benefits. Otherwise, you will receive your taxable earnings as cash (salary).

Coverage Elections

Per Section 125 regulations, you are generally allowed to enroll for or change coverage only before each annual benefit period. However, exceptions are allowed if your Employer agrees and you enroll for or change coverage within 30 days of the following:

- the date you meet the Special Enrollment criteria described in "Special Enrollment Rights"; or
- the date you meet criteria described in the following provisions.

Change of Status

A change in status is defined as:

- a change in legal marital status due to marriage, death of a spouse, divorce, annulment or legal separation; or
- a change in number of Dependents due to birth, adoption, placement for adoption, or death of a Dependent; or
- a change in employment status of Employee, spouse or Dependent child due to termination or start of employment, strike, lockout, beginning or end of unpaid leave of absence, including under the Family and Medical Leave Act (FMLA), or change in worksite; or
- changes in employment status of Employee, spouse or Dependent child resulting in eligibility or ineligibility for coverage; or
- a change in residence of Employee, spouse or Dependent child to a location outside of the Employer's network service area; or
- changes which cause a Dependent child to become eligible or ineligible for coverage.
- a reduction the Employee's work hours to below 30 hours per week, even if it does not result in the employee losing eligibility for the Employer's Plan coverage **and** the Employee, spouse or Dependent child intend to enroll in another plan that provides minimum essential coverage (MEC) **and** the new MEC coverage is effective no later than the 1st day of the 2nd month following the month that includes the date the original coverage is revoked.
- enrollment in a marketplace qualified health plan (QHP) when the Employee is eligible for the marketplace's special enrollment period or the Employee wants to enroll in the QHP during the marketplace's open enrollment period **and** disenrollment from the Employer's Plan corresponds to the intended enrollment of the Employee, spouse or Dependent child in the QHP **and** the QHP coverage is effective beginning no later than the day immediately following the last day of the Employer's Plan coverage.

Court Order

A change in coverage due to, and consistent with, a court order of the Employee or other person to cover a Dependent.

EFFECT OF SECTION 125 TAX REGULATIONS ON THIS PLAN - Continued

Medicare or Medicaid Eligibility/Entitlement

The Employee, spouse or Dependent child cancels or reduces coverage due to entitlement to Medicare or Medicaid, or enrolls or increases coverage due to loss of Medicare or Medicaid eligibility.

Change in Cost of Coverage

If the cost of benefits increases or decreases during a benefit period, your Employer may, in accordance with Plan terms, automatically change your elective contribution.

When the change in cost is significant, you may either increase your contribution or elect less costly coverage. When a significant overall reduction is made to the benefit option you have elected, you may elect another available benefit option. When a new benefit option is added, you may change your election to the new benefit option.

Changes in Coverage of a Spouse or Dependent Child Under Another Employer's Plan

You may make a coverage election change if the plan of your spouse or Dependent child:

- incurs a change such as adding or deleting a benefit option; or
- allows election changes due to Special Enrollment, Change in Status, Court Order, Medicare or Medicaid Eligibility/Entitlement; or
- this Plan and the other plan have different periods of coverage or open enrollment periods.