Humana

SUMMARY PLAN DESCRIPTION

For the

PREMIUM HMO MEDICAL AND PRESCRIPTION DRUG PLAN

Sponsored by

CITY OF MIAMI BEACH

Group Numbers: Q6275, Q6295 and Q6296

Plan and Option Number: 091/001

Effective: January 1, 2014

Humana

INTRODUCTION

THE SUMMARY PLAN DESCRIPTION – YOUR HEALTH CARE PLAN GUIDE

Welcome to *your employer*-sponsored health care plan (Plan) administered by Humana Insurance Company (Humana). *Your employer* has provided *you* with this *Summary Plan Description* (*SPD*), which outlines *your* benefits, as well as *your* rights and responsibilities under this Plan.

This *SPD* is *your* guide to the benefits, provisions and programs offered by this Plan. *Services* are subject to all provisions of this Plan, including the limitations and exclusions. Please read this *SPD* carefully, paying special attention to the "Medical Schedule of Benefits", "Medical Covered Expenses", and "Limitations and Exclusions" sections to better understand how *your* benefits work. If *you* are unable to find the information *you* need, please contact Humana customer service at 1-888-357-6767 or visit our website at www.humana.com.

This *SPD* presents an overview of *your* benefits. In the event of any discrepancy between this *SPD* and the official Plan Document, the Plan Document shall govern.

DEFINED TERMS

Italicized terms throughout this *SPD* are defined in the Definitions section. An italicized word may have a different meaning in the context of this *SPD* than it does in general usage. Referring to the Definitions section as *you* read through this document will help *you* have a clearer understanding of this *SPD*.

PRIVACY

Humana understands the importance of keeping *your protected health information* private. *Protected health information* includes both medical information and individually identifiable information, such as *your* name, address, telephone number or Social Security number. Humana is required by applicable federal law to maintain the privacy of *your protected health information*.

CONTACT INFORMATION

Customer Service Telephone Number:

Please refer to *your* Humana ID card for the applicable phone number.

Claims Submittal Address:

Humana Claims Office
P.O. Box 14601
Lexington, KY 40512-4601

Claims Appeal Address:

Humana Grievance and Appeals
P.O. Box 14546
Lexington, KY 40512-4546

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SECTION 1

HEALTH RESOURCES AND PRECERTIFICATION

HEALTH RESOURCES

Health Resources is a comprehensive set of clinical programs and services available to help *covered persons* better understand their health care benefits and how to use them, navigate the health care system when they need it, understand treatment options and choices, reduce their costs and enhance the quality of life.

Each Health Resources program is tailored to meet different health care needs, from those that want to stay well when they are healthy, to those that are at risk for an illness, to those who are at chronic or acute stages of illness. Health Resources offer a wide range of assistance including online educational tools, interventions, health assessments and personal discussions with registered nurses.

Below is a brief description of this Plan's Health Resources programs. For additional information or questions regarding any of these programs, please contact the customer service telephone number on the back of *your* ID card.

*MY*HUMANA

Go to www.humana.com and click on "Log in or Register" to receive step by step instructions on how to set up *your My*Humana page. After *you* have set up *your* page, log on anytime to find a *participating provider*, look up *your* Plan benefits or check the status of a claim. *You* can also find *prescription* drug information, information on specific health conditions, financial tools to help with budgeting for health care and more.

*My*Humana Mobile allows *you* quick access to important information using *your* mobile device's browser. If *you* log in to *My*Humana Mobile, using *your* existing *My*Humana login and password, *you* can access:

- The urgent care center finder;
- *Your* member ID card detail information; and
- *Your* spending account balance and transaction information (if *you* have a Humana spending account).

HUMANA HEALTH ASSESSMENT

Go to www.humana.com and register for *My*Humana. Once *you* have registered and logged on to *My*Humana, click on the "Health Assessment" link. The Humana Health Assessment is a confidential, online health survey that provides *you* with an overall assessment of *your* health. Upon completion of the assessment, *you* will receive an individualized health score and an action plan on how *you* can improve *your* health. Responses may also result in a referral to another Health Resources program.

TRANSPLANT MANAGEMENT

The Transplant Management team provides hands-on support to *covered persons* in need of organ and tissue transplants. They guide *covered persons* to Humana's National Transplant Network (NTN), designed to deliver a superior transplant experience. They review coverage, coordinate benefits, facilitate services and follow the transplant recipient's progress from initial referral through treatment and recovery.

To contact the Transplant Management team, call 1-866-421-5663.

UTILIZATION MANAGEMENT

Utilization management is designed to assist *covered persons* in making informed medical care decisions resulting in the delivery of appropriate levels of Plan benefits for each proposed course of treatment. These decisions are based on the medical information provided by the patient and the patient's physician. The patient and his or her physician determine the course of treatment. The assistance provided through these services does not constitute the practice of medicine. Payment of Plan benefits is not determined through these processes.

Precertification and Concurrent Review

Utilization review may include *precertification* and *concurrent review*.

This provision will not provide benefits to cover a *confinement* or *service* which is not *medically necessary* or otherwise would not be covered under this Plan. *Precertification* is not a guarantee of coverage.

If *you* or *your* covered *dependent* are to receive a *service* which requires *precertification*, *you* or *your qualified practitioner* must contact Humana by telephone or in writing. *Precertification* for *emergency services* is not required. Refer to the Precertification section for time requirements.

After *you* or *your qualified practitioner* have provided Humana with *your* diagnosis and treatment plan, Humana will:

1. Advise *you* by telephone, electronically, or in writing if the proposed treatment plan is *medically necessary*; and

2. Conduct *concurrent review* as necessary.

If *your admission* is *precertified*, benefits are subject to all Plan provisions and are payable as shown on the Medical Schedule of Benefits.

If it is determined at any time *your* proposed treatment plan, either partially or totally, is not a *covered expense* under the terms and provisions of this Plan, benefits for *services* may be reduced or *services* may not be covered.

Penalty for Not Obtaining Precertification

If *you* do not obtain *precertification* for *services* being rendered, *your* benefits may be reduced. Refer to the Precertification section for the applicable penalty. Penalties do not apply to *emergency services*.

CASE MANAGEMENT

The Case Management program provides a higher level of management and involvement for the seriously ill or injured who need intensive, hands-on support. Case Managers, averaging 18 years of experience in nursing, are there to provide condition-specific education, individual assessment, coordination of *services*, benefit plan guidance, communication with the patient’s support system, personal support and counseling, and facilitation of discharge planning. Their goal is to contribute to the patient’s sense of well-being, address their quality of life, ease the physical and emotional burdens associated with a major medical event and promote the most positive clinical outcomes possible.

Participants for Case Management are identified through a variety of methods, including referrals from other Health Resources programs and services (e.g. a *covered person* is referred to a Case Manager by their Personal Nurse).

Case Management is based on the individual's needs, and may include the following:

- Onsite nurse support at facilities with a high volume of Humana *admissions*;
- Telephone support for persons admitted to facilities where onsite coverage is not provided;
- Post-discharge follow-up for ongoing needs;
- Assistance in finding options and alternatives, such as community resources, social services, *Medicare*/Medicaid, pharmaceutical medication programs, etc.;
- Catastrophic Case Management that focuses on high-dollar, high-complexity, catastrophic type illnesses such as trauma, complex *surgery*, automobile *accidents* and burn injuries.

TRANSITION OF CARE

Changing health care plans can be stressful, especially for those who are going through intense medical treatment, such as chemotherapy. Humana understands this and does not want to hinder progress or interfere with the doctor-patient relationship. The transition of care process helps *covered persons* make a smooth transition to Humana from their current health care plan with the least amount of disruption to their care.

CONTINUITY OF CARE

If *you* are receiving treatment from a *PAR provider* and that *provider's contract* to provide *medically necessary services* terminates for reasons other than medical competence or professional behavior, *you* may be entitled to continue treatment with that terminating *PAR provider* if at the time of the *PAR provider's* termination *you* are: a) undergoing active treatment for a chronic or acute medical condition; or b) *you* are in the 2nd or 3rd trimester of *your* pregnancy. If this Plan agrees to the continued treatment, *medically necessary services* provided to *you* by the terminating *PAR provider* will continue to be payable at the *PAR provider* benefit level. The maximum duration of continued treatment under this provision may not exceed: a) 90 days from the date of termination of the *provider's contract*; or b) through the delivery of a child, including immediate post-partum care and the follow-up visit within the first six weeks of delivery, in the case of *you* being in the 2nd or 3rd trimester of pregnancy.

HUMANA HEALTH ALERTS

PREVENTIVE REMINDERS

Humana encourages preventive healthcare and may send *you* wellness messages and reminders via a phone call (live and voice activated), mail, e-mail or text message. Humana's messaging campaigns may include, but are not limited to:

- Flu vaccination reminders, targeted to those most at risk;
- Cancer screenings – breast, cervical and colorectal;
- Adolescent vaccination reminders.

GAPS IN CARE

Humana's clinical rules engine leverages expert medical opinions to identify gaps in care that address potential medical errors and instances of sub-optimal medical treatment.

The established clinical rules compare a patients' pharmacy, laboratory and claims data to industry standard Quality of Care guidelines in order to identify patients at risk of highly specific patient-centric problems. Examples include: a misdiagnosis, a flawed surgical treatment or medical management, and lack of follow-up care or preventive treatment. In addition, a variety of preventive and pharmacy rules are included such as drug-to-drug interactions and drug-to-disease interactions.

When gaps in care, drug to drug interaction, drug to disease interaction or a preventive reminder is identified, an alert and a message, if appropriate, are generated to communicate the findings through physician and member messaging.

HUMANAFIRST® NURSE ADVICE LINE

HumanaFirst® is a toll-free, 24-hour medical information line, staffed by registered nurses who are available to answer *your* health-related questions and help *you* decide where to best seek treatment. HumanaFirst® offers two lines to support *your* needs:

Immediate Medical Concerns: HumanaFirst® registered nurses can be of service when *you* are thinking about taking *your* child to the *hospital* for a fever in the middle of the night or deciding if a reaction to a new medication is normal. They can also help with "how-to" questions, like how to change a bandage or how to prepare for lab tests.

Health Planning and Support: When planning a future medical procedure, registered nurses are available to help *you* understand *your* options, choose providers and use *your* health benefits wisely. When additional clinical support is needed, the nurses will connect *you* with specialty programs to address *your* unique needs.

To contact the Nurse Advice Line, call 1-800-622-9529, choose "Nurse Advice" and then "Immediate Medical Concerns" or "Health Planning and Support".

CHRONIC CONDITION MANAGEMENT

The chronic condition management programs support the physician/patient relationship and care plan, emphasize education, promote self-management, evaluate outcomes to improve *your* overall health and offer nurse support.

Humana will contact *you* if *you* are eligible for a Chronic Condition Management program. If *you* have not received a phone call and *you* need support, *you* can contact Humana at 1-800-622-9529, select "nurse advice" and then "health planning and support."

DISEASE MANAGEMENT

Disease management programs have been developed to help *covered persons* manage specific chronic medical conditions. Clinicians are available 24 hours a day to provide individual guidance through coaching, support and service coordination, to help lessen the day-to-day impact of chronic illnesses.

This Plan's disease management programs include:

- **Asthma**: This program provides participants with education to help them better understand their disease and to take a more active role in controlling it. The program helps participants adhere to the treatment plan prescribed by their physician, helps them increase their self-monitoring skills and promotes compliance with controller medications.

- **Cancer (active treatment only)**: The cancer management program offers support and educational services to adults with cancer who have begun or are planning to undergo *surgery*, chemotherapy, radiation therapy or biological therapy, those that have a history of cancer that has recurred and those that have declined further therapy but require supportive management. The program's oncology care managers have an average of 10 years of professional experience in understanding cancer, its symptoms, side effects and treatments.

- **Chronic Obstructive Pulmonary Disease**: This program focuses on adherence to physicians' treatment plan, as well as education and goal development. Main focus areas include smoking cessation, diet and exercise, and lung health. Ongoing clinician support also discusses symptoms and warning signs education.

- **Congestive Heart Failure**: This program focuses on those with moderate to severe heart failure and is delivered primarily through clinicians who assist participants through a combination of intervention, monitoring and education.

- **Coronary Artery Disease**: This program helps participants adhere to their physicians' prescription and treatment plan, monitor their health status for complications and decrease cardiovascular risks. Ongoing guidance and education is provided, focusing on clinical and behavioral issues such as high blood pressure, elevated lipid levels, smoking and lack of exercise.

- **Diabetes:** This program provides ongoing education about disease management and monitoring in the areas of diet, exercise and lifestyle. Clinicians who have received additional training in diabetes disease management are available to answer questions.

- **End Stage Renal Disease (ESRD)**: The end-stage renal disease program provides support designed to address quality-of-life issues of those with ESRD and late stage Chronic Kidney Disease. ESRD staff work closely with participants, local nephrologists and dialysis centers to coordinate services and monitor medical management.

- **Rare Diseases (Amyotrophic Lateral Sclerosis, or Lou Gehrig's Disease; Chronic Inflammatory Demyelinating Polyradiculoneuropathy Disease (CIDP); Cystic Fibrosis; Dermatomyositis; Hemophilia; Multiple Sclerosis; Myasthenia Gravis; Parkinson's Disease; Polymyositis; Rheumatoid Arthritis; Scleroderma; Sickle Cell Disease; and Systemic Lupus)**: Participants receive information tailored to their individual situation. Each program addresses the individual's medical, educational and psychological needs by providing disease-specific online tools and resources, service coordination and education via telephone contact and access to specially trained clinicians.

Specific programs may change at Humana's sole discretion. Some of the disease management programs may not be available in all areas.

PERSONAL NURSE®

In addition to disease-specific programs, Humana also offers Personal Nurse, which supports members with long-term, ongoing health needs and/or any chronic condition. Personal Nurses offers *covered persons* dealing with a condition or illness, following treatment plans, or needing continued guidance in reaching their long-term health goals, the opportunity to develop a long-term partnership with an experienced registered nurse. Personal Nurses provide both personalized education and guidance to resources to help participants better understand their condition or illness and effectively use their benefits. They also teach the benefits of wellness, prevention and disease avoidance, help identify roadblocks to improved health, motivate and support participants' efforts to meet goals and refer participants to other Health Resource programs that may meet their needs.

Participants will speak with the same Personal Nurse every time – whether the call is initiated by the nurse or the *covered person*. Personal Nurses work flexible hours and will provide participants with their direct telephone number. Participants can stay with their Personal Nurse for as long as they remain a member of this Plan.

HUMANA*BEGINNINGS*®

The Humana*Beginnings*® program educates and guides expectant mothers to make the best choices to achieve a healthy pregnancy and, ultimately, a healthy baby. Participants are offered guidance by phone from the time Humana is notified of the pregnancy through baby's first months. Participation is not limited to those *covered persons* with high-risk pregnancies – it is designed as a resource for all expectant mothers covered under the Plan.

Humana*Beginnings*® includes:

- Education, support and encouragement toward healthy behaviors and decisions related to pregnancy, such as nutrition, exercise, smoking and depression screening. Participants learn more about their pregnancy, their baby's development and how to practice healthy habits during pregnancy.
- Educational materials.
- Guidance for managing health concerns and complications.
- Awareness about premature birth. Women are educated about risk factors, preventive measures and the symptoms of preterm labor.
- Experienced registered nurses who specialize in prenatal care who can address questions and concerns.

A nurse reaches the expectant mother and begins discussions centered on her pregnancy and general health. They plan dates and times for future conversations and follow-up after delivery. Along with scheduled calls, the nurse is available as needed for contact throughout the pregnancy and the postpartum period.

Covered persons can enroll themselves at any time during their pregnancy, but are encouraged to enroll early in their pregnancy in order to get the most from the program. *Covered persons* can enroll in two ways:

- Online at *My*Humana (www.humana.com); or
- Calling toll-free 1-888-847-9960.

NEONATAL INTENSIVE CARE UNIT (NICU) MANAGEMENT

Specially trained case managers promote the highest standards of care for Neonatal Intensive Care Unit (NICU) infants and they work with *you* and *your* family throughout the NICU stay to help *you* prepare for a smooth transition home.

The Neonatal Case Management program includes:

- Registered nurses experienced in neonatal care.
- Coordination of home health needs.
- Transitional services.
- Parent education.
- Case management services.
- Discharge planning and follow-up.

To contact a NICU program representative, call 1-800-622-9529.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Your Employee Assistance Program (EAP) and Work-Life Program provides *you* and *your* family with personal, confidential guidance for many personal issues such as:

- Life issues including stress, addiction and recovery, depression, anxiety, relationships, grief and loss.

- Family issues including childcare resources, emergency and back-up care, summer school or vacation camp, parenting, adoption, child development, college planning and caring for older adults.

- Legal issues including estate planning, legal forms, wills, power of attorney, final arrangements, free initial legal consultation and 25% discount from standard legal fees for subsequent services.

- Money issues including budgeting, debt management, home buying and refinancing, retirement planning, insurance, tax planning and identity theft.

- Work issues including co-worker relationships, change and transition, balancing work and personal life, relocation, business travel, job stress and communication.

- Everyday issues including consumer information, home remodeling and repair, home and car buying, big-ticket purchases and pet care resources.

When *you* call *your* EAP/work-life program a trained professional will ask *you* about *your* situation, help *you* clarify the problem, offer guidance and support, connect *you* with experts who can help *you* with work-life issues and refer *you* to a local EAP counselor for up to five face-to-face sessions. *You* can access *your* EAP/work-life program 24-hours a day, 7 days a week by calling 1-866-440-6556. *You* also have access to online services at www.humana.com/eap. The Website features hundreds of free articles, audio features and financial calculators to help *you* with budgeting and investing. *You* can also listen to Webinars, take quizzes, download legal forms and sign up for newsletters.

PRECERTIFICATION

Humana will provide *precertification* as required by this Plan. It is recommended that *you* call Humana customer service at 1-888-357-6767 as soon as possible to receive proper *precertification*. *Precertification* for *emergency services* is not required.

Visit Humana's website or call Humana customer service at 1-888-357-6767 to obtain a list of *services* that require *precertification*. This list is subject to change. Coverage provided in the past for *services* that did not receive or require *precertification*, is not a guarantee of future coverage of the same *services*.

Please follow the directions below when accessing Humana's website:

1. Go to www.humana.com and sign in with *your* username and password, or register as a new user if *you* haven't already;

2. Go to the bottom of the page, and click on "Member Guidelines" under the "Member Support" heading;

3. Click on the "Medical Authorizations" tab along the left-hand side of the page;

4. Under the "How to find out if a service requires preauthorization" heading, click the "Commercial Preauthorization and Notification List"* with the most current date for a list of the *services* that require *precertification*.

   *Please note, even though this Plan is a self-insured plan (also known as an ASO plan), this Plan is utilizing Humana's standard *precertification* and notification list which has the same *precertification* requirements as a commercial fully insured plan. All *precertification* requirements outlined on the list apply to this Plan, **unless** it specifically states that the requirement does not apply to ASO or is not available for ASO groups.

PRECERTIFICATION PENALTY FOR TRANSPLANT SERVICES

If *precertification* is not received, transplant *services* will not be covered.

PREDETERMINATION OF BENEFITS

You or *your qualified practitioner* may submit a written request for a *predetermination of benefits*. The written request should contain the treatment plan, specific diagnostic and procedure codes, as well as the expected charges. Humana will provide a written response advising if the *services* are a *covered* or non-*covered expense* under this Plan, what the applicable Plan benefits are and if the expected charges are within the *maximum allowable fee*. The *predetermination of benefits* is not a guarantee of benefits. *Services* will be subject to all terms and provisions of this Plan applicable at the time treatment is provided.

If treatment is to commence more than 180 days after the date treatment is authorized, Humana will require *you* to submit another treatment plan.

SECTION 2

MEDICAL BENEFITS

PARTICIPATING PROVIDERS

This Plan has one (1) level of benefits – *participating provider* benefits, payable as shown in the Medical Schedule of Benefits section. *You* are responsible for any applicable *copayments*.

When receiving *services*, *you* should make sure the provider is a *participating provider* for this Plan. Humana may designate limited panels of *participating providers* from which certain kinds of *services* must be obtained. If these *services* are not obtained from the designated *participating providers*, benefits for these *services* may be reduced or denied. Humana reserves the right, at their discretion, to make changes to the list of *participating providers* at any time.

PARTICIPATING PROVIDER DIRECTORY

Your employer will automatically provide, without charge, information to *you* about how *you* can access a directory of *participating providers* appropriate to *your service area*. An online directory of *participating providers* is available to *you* and accessible via Humana's website at www.humana.com. This directory is subject to change. Due to the possibility of *participating providers* changing status, please check the online directory of *participating providers* prior to obtaining *services*. If *you* do not have access to the online directory, contact Humana at the customer service number on the back of *your* identification (ID) card prior to *services* being rendered or to request a directory.

PRIMARY CARE PHYSICIAN

A *primary care physician* is responsible for providing primary medical care and helping to guide any care *you* receive from other medical care providers, including *specialists*. *You* must select a *primary care physician* who is a *participating provider*, for *yourself* and for each covered *dependent*. *You* have the right to designate any *primary care physician* who is a *participating provider* and who is available to accept *you* and *your* covered *dependents*. A physician who is a *participating provider* specializing in pediatrics is permitted to be selected as the *primary care physician* for a covered *dependent* child. When *your primary care physician* is unavailable, *you* may need to obtain *services* from the back-up *participating provider* designated by *your primary care physician*. Please be sure to discuss these back-up arrangements with *your primary care physician*.

You should discuss all of *your* medical needs with *your primary care physician*. If *you* and *your primary care physician* determine *you* need to see a *specialist*, *your primary care physician* may refer *you* to one. A referral from *your primary care physician* is required to see a *specialist*. *You* will receive a referral for a period of time or a specific number of visits. The *primary care physician* referral is valid only for the *covered expenses* authorized by the *primary care physician.* A female *covered person* is permitted to receive *services* for obstetrical or gynecological care from a *participating provider* specializing in obstetrics or gynecology without a referral from her *primary care physician*. *Services* received from, or ordered by a *participating provider* for obstetrical or gynecological *services*, are considered authorization from the *primary care physician*.

If *you* have a chronic, disabling or life threatening *sickness*, *you* may apply to Humana to utilize a *specialist* who is a *participating provider* as *your* primary care provider.

For information on how to select a *primary care physician*, and for a list of *participating providers*, contact Humana at the customer service number on the back of *your* identification (ID) card or visit our website at www.humana.com.

SEEKING EMERGENCY CARE

When seeking *emergency* care, *you* should do the following:

1. If *your* medical condition permits, proceed to the nearest *emergency* care *participating provider* in this Plan.

2. If *your* medical condition does not permit going to a *participating provider*, *you* should go to the nearest *emergency* care medical facility. If *you* are admitted to a *non-participating hospital* for *emergency* care, *you* (or someone acting for *you*) must contact Humana within forty-eight (48) hours of *your admission*, or if this is not possible, as soon as *your* medical condition permits.

3. *You* may call 911 or *your* local *emergency* telephone number when *you* need on-site *emergency* assistance or *ambulance services*.

4. If *you* are admitted to a *non-participating hospital* for *emergency* care, Humana may require *you* be transferred to a *participating hospital* in the *service area* when *your* condition has been stabilized.

5. *You* must receive any follow-up *services* from a *participating provider*.

SEEKING URGENT CARE

The steps for seeking urgent care are as follows:

1. *You* may go to an urgent care center that is a *participating provider* under this Plan.

2. If *you* are outside the *service area* and cannot reasonably return to the *service area* for urgent care *services*, *you* may receive the urgent care *services* from a *non-participating provider*. Notify Humana within forty-eight (48) hours after the urgent care *services* were received.

3. *You* must receive any follow-up *services* from a *participating provider*.

4. *You* must pay the required *copayment*, if any, for urgent care.

COVERED AND NON-COVERED EXPENSES

Benefits are payable only if *services* are considered to be a *covered expense* and are subject to the specific conditions, limitations and applicable maximums of this Plan. The benefit payable for *covered expenses* will not exceed the *maximum allowable fee(s)*.

A *covered expense* is deemed to be incurred on the date a covered *service* is received. The bill submitted by the provider, if any, will determine which benefit provision is applicable for payment of *covered expenses*.

If *you* incur non-covered expenses, whether from a *participating provider* or a *non-participating provider*, *you* are responsible for making the full payment to the provider. The fact that a provider has performed or prescribed a medically appropriate procedure, treatment, or supply, or the fact that it may be the only available treatment for a *bodily injury* or *sickness*, does not mean that the procedure, treatment or supply is covered under this Plan.

Please refer to the "Medical Schedule of Benefits", “Medical Covered Expenses” and the "Limitations and Exclusions" sections of this *SPD* for more information about *covered expenses* and non-covered expenses.

COVERAGE OF OUT-OF-AREA DEPENDENTS

Dependents who reside outside of the *service area* because they are enrolled in an educational institution on a full-time basis may be covered under this Plan. Outside the *service area*, only *emergency* and urgent care medical conditions are covered. Payment of those *services* will be made in accordance with the “Seeking Emergency Care” and “Seeking Urgent Care” sections. Non-emergency *services* will be covered only if rendered by *participating providers*.

When an out-of-area *dependent* enters the *service area* on a temporary basis, coverage will be provided under the same terms and conditions as *covered persons* who reside in the *service area*. If the *dependent* moves into the *service area*, or if the *service area* is changed to include the *dependent’s* residence, the *dependent* will immediately cease to be considered out-of-area.

MEDICAL SCHEDULE OF BENEFITS

IMPORTANT INFORMATION ABOUT PLAN BENEFITS

Plan benefits and limits (i.e. visit or dollar limits) are applicable per *calendar year*, unless specifically stated otherwise.

This schedule provides an overview of the medical Plan benefits. For a more detailed description of this Plan's medical benefits, refer to the "Medical Covered Expenses" section.

MEDICAL OFFICE VISIT COPAYMENTS, COPAYMENT LIMITS AND LIFETIME MAXIMUM BENEFIT	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Primary Care Physician (PCP) Office Visit *Copayment*	$5
Specialist Office Visit *Copayment*	$0
Single Medical *Copayment Limit*	$1,500 per *covered person*
Family Medical *Copayment Limit*	$3,000 per covered family
One *copayment* will be taken per day per servicing provider, unless otherwise indicated in this Schedule.	
Lifetime Maximum Benefit	Unlimited

MEDICAL AND PRESCRIPTION DRUG INTEGRATED PLAN MAXIMUM OUT-OF-POCKET LIMIT	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Single *Plan Maximum Out-of-Pocket Limit*	$6,350 per *covered person*
Family *Plan Maximum Out-of-Pocket Limit*	$12,700 per covered family

ROUTINE/PREVENTIVE CHILD CARE SERVICES BIRTH TO AGE 18 (*Services* Received at a Clinic or Outpatient *Hospital*)	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Routine/Preventive Child Care Examination	100%
Routine/Preventive Child Care Vision Screening	100%
Routine/Preventive Child Care Hearing Screening	100%
Routine/Preventive Child Care Laboratory	100%
Routine/Preventive Child Care X-ray	100%
Routine/Preventive Child Care Immunizations Immunizations are covered based on the recommendations by the Department of Health and Human Services - Centers for Disease Control and Prevention	100%
Routine/Preventive Child Care HPV Vaccine (e.g. Gardasil), covered beginning at age 9	Payable the same as routine child care immunizations.
Routine/Preventive Child Care Meningitis Vaccine	Payable the same as routine child care immunizations.
Routine/Preventive Child Care Hepatitis Vaccine	100%
Routine/Preventive Child Care Flu/Pneumonia Immunizations	100%

ROUTINE/PREVENTIVE ADULT CARE SERVICES AGE 18 AND OVER (*Services* Received at a Clinic or Outpatient *Hospital*)	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Routine/Preventive Adult Care Examination	100%
Routine/Preventive Adult Care Vision Screening	100%
Routine/Preventive Adult Care Hearing Screening	100%
Routine/Preventive Adult Care Laboratory	100%
Routine/Preventive Adult Care X-ray	100%
Routine/Preventive Adult Care Immunizations (e.g. Shingles Vaccine, Meningitis Vaccine, HPV Vaccine, etc.) Immunizations are covered based on the recommendations by the Department of Health and Human Services - Centers for Disease Control and Prevention	100%
Routine/Preventive Adult Care Flu/Pneumonia Immunizations	100%
Routine/Preventive Adult Care Mammograms	100%
Routine/Preventive Adult Care Pap Smears	100%

ROUTINE/PREVENTIVE ADULT CARE SERVICES AGE 18 AND OVER (*Services* Received at a Clinic or Outpatient *Hospital*)	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Routine/Preventive Adult Care Colonoscopy, Proctosigmoidoscopy and Sigmoidoscopy Screenings (including related *services*) (performed at an outpatient facility, *ambulatory surgical center* or clinic location)	100%
Routine/Preventive Adult Care Prostate Specific Antigen (PSA) Testing	100%
Breast Feeding Counseling	100%
Breast Feeding Support and Supplies	100%
Contraceptive Methods - devices (e.g. IUD or diaphragms), injections, implant insertion/removal, the morning after pill and condoms; Sterilization - tubal ligation and vasectomy (excludes birth control pills/patches, abortifacients and spermicide) For information on *prescription* drug coverage for birth control pills/patches, abortifacients, spermicide, the morning after pill and condoms, please see *your prescription* drug benefits.	100% If *services* are not to prevent pregnancy, then they are payable the same as any other *sickness*.
Age limits do not apply to routine mammograms and pap smears. To the extent required by the Affordable Care Act, age limits do not apply to breast feeding counseling, breast feeding support and supplies, contraceptive methods and sterilization.	

ROUTINE VISION SERVICES	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Routine Vision Examination	100%
Routine Vision Refraction	Not covered
Eyeglass Frames and Lenses and Contact Lenses	Not covered

ROUTINE HEARING SERVICES	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Routine Hearing Examination	100%
Routine Hearing Testing	100%
Hearing Aids and Fitting	Not covered

QUALIFIED PRACTITIONER SERVICES (Non-Routine/Non-Preventive Care *Services*)	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Diagnostic Office Examination at a Clinic, including Second Surgical Opinion – *Primary Care Physician*	100% after a $5 *copayment*
Diagnostic Office Examination at a Clinic, including Second Surgical Opinion - *Specialist*	100%
If an office examination is billed from an outpatient location, the *services* will be payable the same as an office examination at a clinic.	
Diagnostic Laboratory at a Clinic	100%
Diagnostic X-ray at a Clinic (other than *advanced imaging*)	100%
Independent Laboratory	Payable the same as diagnostic laboratory and x-ray.
Advanced Imaging at a Clinic	100%
Allergy Testing at a Clinic	100%
Allergy Serum/Vials at a Clinic	100%
Allergy Injections at a Clinic	100%
Injections at a Clinic (other than routine immunizations, flu or pneumonia immunizations, contraceptive injections for birth control reasons and allergy injections)	100%

QUALIFIED PRACTITIONER SERVICES (Non-Routine/Non-Preventive Care *Services*)	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Anesthesia at a Clinic	100%
Surgery at a Clinic (including *Qualified Practitioner*, Assistant Surgeon and Physician Assistant)	100%
Medical and Surgical Supplies	100%
Eyeglasses or Contact Lenses after Cataract *Surgery* (initial pair only)	100%
Diabetic Counseling and Diabetic Nutritional Counseling (*Diabetes Self-Management Training*) (all places of *service*)	Payable the same as any other *sickness*.
Diabetes Supplies	Payable under the medical and *prescription* drug benefits.

DENTAL/ORAL SURGERIES COVERED UNDER THE MEDICAL PLAN	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Dental/Oral *Surgeries*	Payable the same as any other *sickness*.
Please refer to the Medical Covered Expenses section, Dental/Oral Surgeries Covered Under the Medical Plan, for a list of oral surgeries covered under this benefit.	

REVERSAL OF STERILIZATION AND ABORTIONS	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Reversal of Sterilization	Not covered
Life Threatening Abortions	Payable the same as any other *sickness*.
Elective Abortions	Not covered

MATERNITY (Normal, C-Section and Complications)	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Inpatient *Hospital* Room and Board and Ancillary Facility *Services*	Payable the same as any other *sickness*.
Birthing Center Room and Board and Ancillary *Services*	Payable the same as any other *sickness*.
Qualified Practitioner Services (Office visit *copayment* will apply to the initial maternity visit only)	Payable the same as any other *sickness*.
Dependent Daughter Maternity	Payable the same as any other *sickness*.
Newborn Inpatient *Qualified Practitioner Services*	100%
Newborn Inpatient Facility *Services*	100% The newborn *copayment* will be waived for facility *services*.

INPATIENT SERVICES	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Inpatient *Hospital* Room and Board and Ancillary Facility *Services*	100% after a $100 *copayment* per *admission*
Qualified Practitioner Inpatient *Hospital* Visit	100%
Qualified Practitioner Inpatient *Surgery* and Anesthesia	100%
Qualified Practitioner Inpatient Pathology and Radiology	100%
Private Duty Nursing (inpatient *hospital* only)	100%

SKILLED NURSING SERVICES	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Skilled Nursing Room and Board and Ancillary Facility *Services*	100%
Skilled Nursing Facility Lifetime Limits	100 days per *covered person*
Skilled Nursing *Qualified Practitioner* Visit	100%

OUTPATIENT AND AMBULATORY SURGICAL CENTER SERVICES	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Ambulatory Surgical Center Facility *Services*	100%
Ambulatory Surgical Center Ancillary *Services*	100%
Outpatient *Hospital* Facility Surgical *Services*	100%
Outpatient *Hospital* Facility Non-Surgical *Services* (e.g. clinic facility *services*; observation)	100%
Outpatient *Hospital* Surgical and Non-Surgical Ancillary *Services* (e.g. supplies; medication; anesthesia)	100%
Outpatient *Hospital* Facility Diagnostic Laboratory	100%
Outpatient *Hospital* Facility Diagnostic X-ray (other than *advanced imaging*)	100%
Outpatient *Hospital* Facility *Advanced Imaging*	100%
Outpatient *Hospital* and *Ambulatory Surgical Center Qualified Practitioner* Visit	100%
Outpatient *Hospital* and *Ambulatory Surgical Center Surgery* (including surgeon; assistant surgeon; and physician assistant) and Anesthesia	100%
Outpatient *Hospital* and *Ambulatory Surgical Center* Pathology and Radiology	100%

EMERGENCY AND URGENT CARE SERVICES	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Emergency Room Facility and Ancillary *Services* (true *emergency*) • In Area • Out of Area If *you* are admitted to the *hospital*, the *copayment* will be waived.	100% after a $25 *copayment* 100% after a $50 *copayment* or 25% of reasonable cost, whichever is less, per *emergency*.
Emergency Room All Physician *Services* (including Emergency Room Physician, Radiologist, Pathologist, Anesthesiologist and ancillary *services* billed by an Emergency Room Physician) (true *emergency*)	100%
Emergency Room Facility and Ancillary *Services* (non-emergency) • In Area • Out of Area If you are admitted to the *hospital*, the *copayment* will be waived.	100% after a $25 *copayment* 100% after a $50 *copayment* or 25% of reasonable cost, whichever is less, per *emergency*.
Emergency Room All Physician Services (including Emergency Room Physician, Radiologist, Pathologist, Anesthesiologist and ancillary services billed by an Emergency Room Physician) (non-emergency)	100%
Urgent Care Center (facility, ancillary *services* and *qualified practitioner services*) Only one *copayment* will be taken per day.	100% after a $5 *copayment*

HOSPICE SERVICES	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Hospice Inpatient Room and Board and Ancillary *Services*	100%
Hospice Outpatient (including hospice home visits)	100%
Hospice *Qualified Practitioner* Visit	100%
Hospice Inpatient and Outpatient Lifetime Limitation	$5,000 per *covered person*
Hospice Inpatient and Outpatient limits are combined.	

HOME HEALTH CARE SERVICES	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Home Health Care *Services*	100% after a $5 *copayment*
Home therapy benefits will be reimbursed under the home health care benefit. If therapies are done in the home (such as physical or occupational therapy), these therapy *services* will apply to the home health care limits. If therapies and home health visits are done on the same day the *services* will track as one visit per day.	
Home Health Care Ancillary *Services* (excluding *durable medical equipment*, prosthetics and private duty nursing)	100%

DURABLE MEDICAL EQUIPMENT (DME)	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Durable Medical Equipment (DME)	100%
Prosthesis	100%

SPECIALTY DRUGS	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Specialty Drugs - *Qualified Practitioner's* Office Visit, Home Health Care, Freestanding Facility, Urgent Care, Emergency Room, *Ambulance*, Inpatient *Hospital*, Outpatient *Hospital* and Skilled Nursing Facility	Payable the same as any other *sickness*.

AMBULANCE SERVICES	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Ground *Ambulance*	100%
Air *Ambulance*	100%

TEMPOROMANDIBULAR JOINT DYSFUNCTION (TMJ)	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Temporomandibular Joint Dysfunction (TMJ), Including Splint/Appliances	Payable the same as any other *sickness*.

DENTAL INJURY SERVICES	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Dental Injuries	Payable the same as any other *sickness*.
Please see the Medical Covered Expenses section, Dental Injury, for benefit details.	

INFERTILITY SERVICES	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Infertility Counseling and Treatment	100% up to $2,000, then 50% of reasonable cost thereafter
Artificial Means of Achieving Pregnancy	Not covered
Sexual Dysfunction/Impotence	Payable the same as any other *sickness*.
Sexual Dysfunction/Impotence related to a *Mental Health* Disorder	Payable the same as any other *sickness*.

THERAPY SERVICES	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Therapy *copayments* apply to therapy *services*, regardless of provider specialty (for example, if a Podiatrist is performing physical therapy, the physical therapy *copayment* will apply).	
Chiropractic Examinations	100% after a $5 *copayment*
Chiropractic Laboratory and X-ray	100%
Chiropractic Manipulations	100% after a $5 *copayment*
Chiropractic Therapy	100% after a $5 *copayment*
If *copayments* apply to multiple chiropractic *services*, one *copayment* will apply per day per servicing provider.	
Physical Therapy (Clinic and Outpatient)	100%
Occupational Therapy (Clinic and Outpatient)	100%
Speech Therapy (Clinic and Outpatient)	100%
Cognitive Therapy (Clinic and Outpatient)	100%
Respiratory Therapy and Pulmonary Therapy (Clinic and Outpatient)	100%
Chemotherapy (Clinic and Outpatient)	100%
Radiation Therapy (Clinic and Outpatient)	100%

THERAPY SERVICES	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Cardiac Rehabilitation (Phase II) Phase I is covered under the inpatient facility benefits. Phase III, an unsupervised exercise program, is not covered.	100%

TRANSPLANT SERVICES	
***Precertification* is required, if *precertification* is not received, organ transplant *services* will not be covered.**	
MEDICAL SERVICES	**HUMANA NATIONAL TRANSPLANT NETWORK (NTN) FACILITY**
Organ Transplant Medical *Services*	Payable the same as any other *sickness*.
Organ Transplant Medical *Services* Limits	None
Non-Medical *Services* – Lodging and Transportation	100%
Non-Medical *Services* - Lodging and Transportation Combined Limits	$10,000 per *covered* transplant

BEHAVIORAL HEALTH INPATIENT SERVICES	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Inpatient *Behavioral Health* Room and Board and Ancillary *Services*	Payable the same as medical inpatient *hospital services*.
Inpatient *Behavioral Health* Professional *Services*	Payable the same as medical inpatient *qualified practitioner services*.
Behavioral Health Partial Hospitalization	Payable the same as medical outpatient non-surgical *hospital services*.

BEHAVIORAL HEALTH CLINIC, OUTPATIENT AND INTENSIVE OUTPATIENT SERVICES	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Behavioral Health Therapy *Services* (Clinic, Outpatient and *Intensive Outpatient*)	Payable the same as a *qualified practitioner specialist* office visit.
Diagnostic Examination (Clinic)	Payable the same as any other *sickness*.
Laboratory and X-ray (Clinic and Outpatient)	Payable the same as any other *sickness*.

OTHER COVERED EXPENSES	
MEDICAL SERVICES	**PARTICIPATING PROVIDER BENEFIT**
Other Covered Expenses	Payable the same as any other *sickness*.

COPAYMENT LIMITS

Single Copayment Limits

Once a *covered person* meets the single *copayment limit* as shown on the Medical Schedule of Benefits, no further *copayments* must be made by that *covered person* for the remainder of that *calendar year* only.

Family Copayment Limits

Once the family *copayment limit* is met by either a combination of *you* and *your* covered *dependents* or a combination of *your* covered *dependents*, as shown on the Medical Schedule of Benefits, no further *copayments* must be made by members of that family for the remainder of that *calendar year* only. The *covered person* is responsible for demonstration of the amount of *copayments* made. *You* may call Humana customer service at 1-888-357-6767 for information on *copayment limits*.

Penalties and organ transplants performed at a facility that is not a Humana National Transplant Network facility does not apply to the *copayment limits*.

PLAN MAXIMUM OUT-OF-POCKET LIMIT

The *Plan maximum out-of-pocket limit* is the maximum amount of any *participating provider covered expenses*, including *deductibles*, *coinsurance* amounts and *copayments* and *prescription* drug *copayments*, that must be paid by *you*, either individually or combined as a covered family, per *calendar year* before a benefit percentage for *participating provider covered expenses* will be increased. The *participating provider* medical *out-of-pocket limit* and the *prescription drug out-of-pocket limit* apply toward the *plan maximum out-of-pocket limit*. Once the *plan maximum out-of-pocket limit* is met, any remaining *participating provider* medical *out-of-pocket limit* or *prescription drug out-of-pocket limit* will be waived for the remainder of the *year*. Any applicable *precertification* penalties do not apply to the *plan maximum out-of-pocket limit*.

ROUTINE/PREVENTIVE SERVICES

Covered expenses are payable as shown on the Medical Schedule of Benefits and include the preventive *services* recommended by the U.S. Department of Health and Human Services (HHS) for *your plan year* as follows:

1. Services with an A or B rating in the current recommendations of the U. S. Preventive Services Task Force (USPSTF). The recommendations by the USPSTF for breast cancer screenings, mammography and preventions issued prior to November 2009 will be considered current.

2. Immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (CDC).

3. Preventive care for infants, children and adolescents provided in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA).

4. Preventive care for women provided in the comprehensive guidelines supported by HRSA.

For the recommended preventive *services* that apply to *your plan year*, refer to the U.S. Department of Health and Human Services (HHS) website at www.healthcare.gov or call the customer service telephone number on *your* identification card.

The exclusion for *services* which are not *medically necessary* does not apply to routine/preventive care *services*.

No benefits are payable under this routine/preventive care benefit for a medical examination for a *bodily injury* or *sickness*, a medical examination caused by or resulting from pregnancy, or a dental examination.

ROUTINE VISION SERVICES

Routine vision *services* are payable as shown on the Medical Schedule of Benefits.

The exclusion for *services* which are not *medically necessary* does not apply to routine vision examinations.

No benefits are payable under this routine vision benefit for repair, maintenance or supplies for eyeglass frames and lenses and contact lenses, a medical examination for a *bodily injury* or *sickness*, or medical and/or surgical treatment of the eye.

ROUTINE HEARING SERVICES

Routine hearing *services* are payable as shown on the Medical Schedule of Benefits.

The exclusion for *services* which are not *medically necessary* does not apply to routine hearing examinations and testing.

No benefits are payable under this routine hearing benefit for repair, maintenance or supplies for hearing aids, a medical examination for a *bodily injury* or *sickness*, or medical and/or surgical treatment of the ear.

QUALIFIED PRACTITIONER SERVICES

Qualified practitioner services are payable as shown on the Medical Schedule of Benefits.

Second Surgical Opinion

If *you* obtain a second surgical opinion, the *qualified practitioners* providing the surgical opinions MUST NOT be in the same group practice or clinic. If the two opinions disagree, *you* may obtain a third opinion. Benefits for the third opinion are payable the same as for the second opinion. The *qualified practitioner* providing the second or third surgical opinion may confirm the need for *surgery* or present other treatment options. The decision whether or not to have the *surgery* is always *yours*.

Multiple Surgical Procedures

If multiple or bilateral surgical procedures are performed at one operative session, the amount payable for these procedures will be limited to the *maximum allowable fee* for the primary surgical procedure. When a *participating provider* is utilized, subsequent procedures will be paid in accordance with the *provider contract*. When a *non-participating provider* is utilized, the amount payable will be: a) 50% of the *maximum allowable fee* for the secondary procedure; and b) 25% of the *maximum allowable fee* for the third and subsequent procedures. No benefits will be payable for incidental procedures.

Surgical Assistant/Assistant Surgeon

Surgical assistants and/or assistant surgeon will be paid at 20% of the *covered expense* for *surgery*.

Physician Assistant

Physician assistants will be paid at 10% of the *covered expense* for *surgery*.

DENTAL/ORAL SURGERIES COVERED UNDER THE MEDICAL PLAN

Oral surgical operations due to a *bodily injury* or *sickness* are payable as shown on the Medical Schedule of Benefits and include the following procedures:

1. Excision of partially or completely unerupted impacted teeth;
2. Excision of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth when such conditions require pathological examination;
3. Surgical procedures required to correct accidental injuries of the jaws, cheeks, lips, tongue, roof and floor of the mouth;
4. Reduction of fractures and dislocations of the jaw;
5. External incision and drainage of cellulitis;
6. Incision of accessory sinuses, salivary glands or ducts;
7. Frenectomy (the cutting of the tissue in the midline of the tongue);
8. Dental osteotomies.

REVERSAL OF STERILIZATION AND ABORTIONS

Reversal of sterilization and abortion *services* are payable as shown on the Medical Schedule of Benefits.

MATERNITY

Maternity *services*, including normal maternity, c-section and complications, are payable as shown on the Medical Schedule of Benefits.

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). An attending provider is defined as an individual who is licensed under applicable state law to provide maternal or pediatric care and who is directly responsible for providing such care to a mother or newborn child. The definition of attending provider does not include a plan, *hospital*, managed care organization or other issuer. In any case, plans may not, under Federal law, require that a provider obtain authorization from the Plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Newborns

Covered expenses incurred during a newborn child's initial inpatient *hospital confinement* include *hospital* expenses for nursery room and board and miscellaneous *services*, *qualified practitioner's* expenses for circumcision and *qualified practitioner's* expenses for routine examination before release from the *hospital*. *Covered expenses* also include *services* for the treatment of a *bodily injury* or *sickness*, care or treatment for premature birth and medically diagnosed birth defects and abnormalities.

Please refer to the Eligibility and Effective Date of Coverage section regarding newborn eligibility and enrollment.

Birthing Centers

A birthing center is a free standing facility, licensed by the state, which provides prenatal care, delivery, immediate postpartum care and care of the newborn child. *Services* are payable when incurred within 48 hours after *confinement* in a birthing center for *services* and supplies furnished for prenatal care and delivery.

INPATIENT HOSPITAL

Inpatient *hospital services* are payable as shown on the Medical Schedule of Benefits, and include charges made by a *hospital* for daily semi-private, ward, intensive care or coronary care room and board charges for each day of *confinement* and *services* furnished for *your* treatment during *confinement*. Benefits for a private or single-bed room are limited to the *maximum allowable fee* charged for a semi-private room in the *hospital* while a registered bed patient.

SKILLED NURSING FACILITY

Expenses incurred for daily room and board and general nursing *services* for each day of *confinement* in a skilled nursing facility are payable as shown on the Medical Schedule of Benefits. The daily rate will not exceed the maximum daily rate established for licensed skilled nursing care facilities by the Department of Health and Social Services.

Covered expenses for a skilled nursing facility *confinement* are payable when the *confinement*:

1. Begins while *you* or an eligible *dependent* are covered under this Plan;

2. Begins after discharge from a *hospital confinement* or a prior covered skilled nursing facility *confinement*;

3. Is necessary for care or treatment of the same *bodily injury* or *sickness* which caused the prior *confinement*; and

4. Occurs while *you* or an eligible *dependent* are under the regular care of a physician.

Skilled nursing facility means only an institution licensed as a skilled nursing facility and lawfully operated in the jurisdiction where located. It must maintain and provide:

1. Permanent and full-time bed care facilities for resident patients;

2. A physician's *services* available at all times;

3. 24-hour-a-day skilled nursing *services* under the full-time supervision of a physician or registered nurse (R.N.);

4. A daily record for each patient;

5. Continuous skilled nursing care for sick or injured persons during their convalescence from *sickness* or *bodily injury*; and

6. A utilization review plan.

A skilled nursing facility is not except by incident, a rest home, a home for care of the aged, or engaged in the care and treatment of *mental health* or *substance abuse*.

OUTPATIENT AND AMBULATORY SURGICAL CENTER

Outpatient facility and *ambulatory surgical center services* are payable as shown on the Medical Schedule of Benefits.

EMERGENCY AND URGENT CARE SERVICES

Emergency and urgent care *services* are payable as shown on the Medical Schedule of Benefits.

HOSPICE SERVICES

Hospice *services* are payable as shown on the Medical Schedule of Benefits, and must be furnished in a hospice facility or in *your* home. A *qualified practitioner* must certify *you* are terminally ill with a life expectancy of six months or less.

For hospice *services* only, *your* immediate family is considered to be *your* parent, spouse, children or step-children.

Covered expenses are payable for the following hospice *services*:

1. Room and board and other *services* and supplies;

2. Part-time nursing care by, or supervised by, a registered nurse for up to 8 hours per day;

3. Counseling *services* by a *qualified practitioner* for the hospice patient and the immediate family;

4. Medical social *services* provided to *you* or *your* immediate family under the direction of a *qualified practitioner*, which include the following:
   a. Assessment of social, emotional and medical needs, and the home and family situation;
   b. Identification of the community resources available; and
   c. Assistance in obtaining those resources;

5. Nutritional counseling;

6. Physical or occupational therapy;

7. Part-time home health aide service for up to 8 hours in any one day;

8. Medical supplies, drugs and medicines prescribed by a *qualified practitioner*.

Hospice care benefits do NOT include:

1. Private duty nursing *services* when *confined* in a hospice facility;

2. A *confinement* not required for pain control or other acute chronic symptom management;

3. Funeral arrangements;

4. Financial or legal counseling, including estate planning or drafting of a will;

5. Homemaker or caretaker *services*, including a sitter or companion *services*;

6. Housecleaning and household maintenance;

7. *Services* of a social worker other than a licensed clinical social worker;

8. *Services* by volunteers or persons who do not regularly charge for their *services*; or

9. *Services* by a licensed pastoral counselor to a member of his or her congregation when *services* are in the course of the duties to which he or she is called as a pastor or minister.

Hospice care program means a written plan of hospice care, established and reviewed by the *qualified practitioner* attending the patient and the hospice care agency, for providing palliative and supportive care to hospice patients. It offers supportive care to the families of hospice patients, an assessment of the hospice patient's medical and social needs, and a description of the care to meet those needs.

Hospice facility means a licensed facility or part of a facility which principally provides hospice care, keeps medical records of each patient, has an ongoing quality assurance program and has a physician on call at all times. A hospice facility provides 24-hour-a-day nursing *services* under the direction of a R.N. and has a full-time administrator.

Hospice care agency means an agency which has the primary purpose of providing hospice *services* to hospice patients. It must be licensed and operated according to the laws of the state in which it is located and meets all of these requirements: (1) has obtained any required certificate of need; (2) provides 24-hours a day, 7 day-a-week service supervised by a *qualified practitioner*; (3) has a full-time coordinator; (4) keeps written records of *services* provided to each patient; (5) has a nurse coordinator who is a R.N., who has four years of full-time clinical experience, of which at least two involved caring for terminally ill patients; and, (6) has a licensed social service coordinator.

A hospice care agency will establish policies for the provision of hospice care, assess the patient's medical and social needs and develop a program to meet those needs. It will provide an ongoing quality assurance program, permit area medical personnel to use its *services* for their patients, and use volunteers trained in care of, and *services* for, non-medical needs.

HOME HEALTH CARE

Expenses incurred for home health care are payable as shown on the Medical Schedule of Benefits. The maximum weekly benefit for such coverage may not exceed the maximum allowable weekly cost for care in a skilled nursing facility.

Each visit by a home health care provider for evaluating the need for, developing a plan, or providing *services* under a home health care plan will be considered one home health care visit. Up to 4 consecutive hours of service in a 24-hour period is considered one home health care visit. A visit by a home health care provider of 4 hours or more is considered one visit for every 4 hours or part thereof.

Home health care provider means an agency licensed by the proper authority as a home health agency or *Medicare* approved as a home health agency.

Home health care will not be reimbursed unless this Plan determines:

1. Hospitalization or *confinement* in a skilled nursing facility would otherwise be required if home care were not provided;

2. Necessary care and treatment are not available from a *family member* or other persons residing with *you*; and

3. The home health care *services* will be provided or coordinated by a state-licensed or *Medicare*-certified home health agency or certified rehabilitation agency.

The home health care plan must be reviewed and approved by the *qualified practitioner* under whose care *you* are currently receiving treatment for the *bodily injury* or *sickness* which requires the home health care.

The home health care plan consists of:

1. Care by or under the supervision of a registered nurse (R.N.);

2. Physical, speech, occupational, cognitive and respiratory therapy and home health aide *services*; and

3. Medical supplies, laboratory *services* and nutritional counseling, if such *services* and supplies would have been covered if *you* were *hospital confined*.

Home health care benefits do not include:

1. Charges for mileage or travel time to and from the *covered person's* home;

2. Wage or shift differentials for home health care providers;

3. Charges for supervision of home health care providers;

4. Private duty nursing;

5. *Durable medical equipment* and prosthetics.

DURABLE MEDICAL EQUIPMENT (DME)

Durable medical equipment (DME) is payable as shown on the Medical Schedule of Benefits and includes *DME* provided within a *covered person's* home. Rental is allowed up to, but not to exceed, the total purchase price of the *durable medical equipment (DME)*. This Plan, at its option, may authorize the purchase of *DME* in lieu of its rental, if the rental price is projected to exceed the purchase price. Oxygen and rental of equipment for its administration and insulin infusion pumps in the treatment of diabetes are considered *DME*.

Repair or maintenance of purchased *DME* is a *covered expense* if:

1. The manufacturer's warranty is expired; and

2. Repair or maintenance is not a result of misuse or abuse; and

3. Maintenance is not more frequent than every 6 months; and

4. The repair cost is less than the replacement cost.

Replacement of purchased *DME* is a *covered expense* if:

1. The manufacturer's warranty is expired; and

2. The replacement cost is less than the repair cost; and

3. The replacement is not due to lost or stolen equipment or misuse or abuse of the equipment; or

4. Replacement is required due to a change in condition that makes the current equipment non-functional.

Duplicate *DME* is not covered.

Prosthetics

Initial prosthetic devices or supplies, including but not limited to, limbs and eyes are payable as shown on the Medical Schedule of Benefits. Coverage will be provided for prosthetic devices necessary to restore minimal basic function. Replacement is a *covered expense* if due to pathological changes or growth. Repair of the basic prosthetic device, including replacing a part or putting together what is broken, is a *covered expense*.

SPECIALTY DRUG MEDICAL BENEFIT

Specialty drugs are payable as shown on the Medical Schedule of Benefits.

For more information regarding *specialty drugs*, call Humana customer service at 1-888-357-6767 or log-in or register at www.humana.com. Once *you* have logged in to www.humana.com, under "Coverage and Claims", "Viewing", select *your* Prescription Drug Plan and click "Go". Under "Related links", click "Printable drug list and forms". Select the Drug List and the *specialty drugs* will be indicated within that list.

AMBULANCE

Local professional ground or air *ambulance* service to the nearest *hospital* equipped to provide the necessary treatment is covered as shown on the Medical Schedule of Benefits. *Ambulance* service must not be provided primarily for the convenience of the patient or the *qualified practitioner*.

TEMPOROMANDIBULAR JOINT DYSFUNCTION (TMJ)

Covered expenses are payable as shown on the Medical Schedule of Benefits for any jaw joint problem including any temporomandibular joint disorder, craniomaxillary, craniomandibular disorder or other conditions of the joint linking the jaw bone and skull and treatment of the facial muscles used in expression and mastication functions, for symptoms including but not limited to, headaches. These expenses do not include charges for orthodontic *services*.

DENTAL INJURY

Dental injury services are payable as shown on the Medical Schedule of Benefits and include charges for *services* for the treatment of a *dental injury* to a *sound natural tooth*, including but not limited to extraction and initial replacement.

Services for teeth injured as a result of chewing are covered.

Services must begin within 90 days after the date of the *dental injury*. *Services* must be completed within 12 months after the date of the *dental injury*.

Benefits will be paid only for *expenses incurred* for the least expensive *service* that will produce a professionally adequate result as determined by this Plan.

INFERTILITY

Infertility *services* are payable for *you* or *your* covered *dependent* spouse as shown on the Schedule of Benefits.

THERAPY SERVICES

Therapy *services* are payable as shown on the Medical Schedule of Benefits.

Chiropractic Care

Chiropractic care for the treatment of a *bodily injury* or *sickness* is payable as shown on the Medical Schedule of Benefits.

TRANSPLANT SERVICES

This Plan will pay benefits for the expense of a transplant as defined below for a *covered person* when approved in advance by Humana, subject to those terms, conditions and limitations described below and contained in this Plan. Please call the customer service phone number listed on the back of *your* ID card when in need of these *services*.

Precertification

Precertification is required. If *precertification* is not received, transplant *services* will not be covered.

Covered Organ Transplant

Only the *services*, care and treatment received for, or in connection with, the pre-approved transplant of the organs identified hereafter, which are determined by Humana to be *medically necessary services* and which are not *experimental, investigational or for research purposes* will be covered by this Plan. The transplant includes: pre-transplant *services*, transplant inclusive of any chemotherapy and associated *services*, post-discharge *services* and treatment of complications after transplantation of the following organs or procedures only:

1. Heart;
2. Lung(s);
3. Liver;
4. Kidney;
5. Bone Marrow*;
6. Intestine;
7. Pancreas;
8. Auto islet cell;
9. Multivisceral;
10. Any combination of the above listed organs;
11. Any organ not listed above required by federal law.

*The term bone marrow refers to the transplant of human blood precursor cells which are administered to a patient following high-dose, ablative or myelosuppresive chemotherapy. Such cells may be derived from bone marrow, circulating blood, or a combination of bone marrow and circulating blood obtained from the patient in an autologous transplant or from a matched related or unrelated donor or cord blood. If chemotherapy is an integral part of the treatment involving a transplant of bone marrow, the term bone marrow includes the harvesting, the transplantation and the chemotherapy components. Storage of cord blood and stem cells will not be covered unless as an integral part of a transplant of bone marrow approved by Humana.

Corneal transplants and porcine heart valve implants, which are tissues rather than organs, are considered part of regular plan benefits and are subject to other applicable provisions of this Plan.

For a transplant to be considered fully approved, prior written approval from Humana is required in advance of the transplant. *You* or *your qualified practitioner* must notify Humana in advance of *your* need for an initial transplant evaluation in order for Humana to determine if the transplant will be covered. For approval of the transplant itself, Humana must be given a reasonable opportunity to review the clinical results of the evaluation before rendering a determination.

Once the transplant is approved, Humana will advise the *covered person's qualified practitioner*. Benefits are payable only if the pre-transplant *services*, the transplant and post-discharge *services* are approved by Humana.

Exclusions

No benefit is payable for, or in connection with, a transplant if:

1. It is *experimental, investigational or for research purposes* as defined in the Definitions section;

2. Humana is not contacted for authorization prior to referral for evaluation of the transplant;

3. Humana does not approve coverage for the transplant, based on its established criteria;

4. Expenses are eligible to be paid under any private or public research fund, government program, except Medicaid, or another funding program, whether or not such funding was applied for or received;

5. The expense relates to the transplantation of any non-human organ or tissue, unless otherwise stated in this Plan;

6. The expense relates to the donation or acquisition of an organ for a recipient who is not covered by this Plan;

7. A denied transplant is performed; this includes the pre-transplant evaluation, pre-transplant *services*, the transplant procedure, post-discharge *services*, immunosuppressive drugs and complications of such transplant;

8. The *covered person* for whom a transplant is requested has not met pre-transplant criteria as established by Humana.

Covered Services

For approved transplants, and all related complications, this Plan will cover only the following expenses:

1. *Hospital* and *qualified practitioner services*, payable as shown on the Medical Schedule of Benefits. If *services* are rendered at a Humana National Transplant Network (NTN) facility, *covered expenses* are paid in accordance to the NTN contracted rates;

2. Organ acquisition and donor costs. Except for bone marrow transplants, donor costs are not payable under this Plan if they are payable in whole or in part by any other group plan, insurance company, organization or person other than the donor's family or estate. Coverage for bone marrow transplants procedures will include costs associated with the donor-patient to the same extent and limitations associated with the *covered person;*

3. Direct, non-medical costs for the *covered person*, when the transplant is performed at a Humana National Transplant Network facility, will be paid as shown on the Medical Schedule of Benefits, for: (a) transportation to and from the *hospital* where the transplant is performed; and (b) temporary lodging at a prearranged location when requested by the *hospital* and approved by Humana. These direct, non-medical costs are only available if the *covered person* lives more than 100 miles from the transplant facility;

4. Direct, non-medical costs for one support person of the *covered person* (two persons if the patient is under age 18 years), when the transplant is performed at a Humana National Transplant Network facility, will be paid as shown on the Medical Schedule of Benefits, for: (a) transportation to and from the approved facility where the transplant is performed; and (b) temporary lodging at a prearranged location during the *covered person's confinement* in the *hospital*. These direct, non-medical costs are only available if the *covered person's* support person(s) live more than 100 miles from the transplant facility.

   Non-medical costs are not covered if a transplant is performed at a facility that is not a Humana National Transplant Network facility.

BEHAVIORAL HEALTH SERVICES

Expense incurred by *you* during a plan of treatment for *behavioral health* is payable as shown on the Medical Schedule of Benefits for:

1. Charges made by a *qualified practitioner*;

2. Charges made by a *hospital*;

3. Charges made by a *qualified treatment facility*;

4. Charges for x-ray and laboratory expenses.

Inpatient Services

Covered expenses while *confined* as a registered bed patient in a *hospital* or *qualified treatment facility* are payable as shown on the Medical Schedule of Benefits.

Outpatient Services

Covered expenses for outpatient treatment received while not *confined* in a *hospital* or *qualified treatment facility* are payable as shown on the Medical Schedule of Benefits.

Limitations

No benefits are payable under this provision for marriage counseling, treatment of nicotine habit or addiction, or for treatment of being obese or overweight.

Treatment must be provided for the cause for which benefits are payable under this provision of the Plan.

OTHER COVERED EXPENSES

The following are other *covered expenses* payable as shown on the Medical Schedule of Benefits:

1. Blood and blood plasma are payable as long as it is NOT replaced by donation, and administration of blood and blood products including blood extracts or derivatives;

2. Casts, trusses, crutches, *orthotics*, splints and braces. *Orthotics* must be custom made or custom fitted, made of rigid or semi-rigid material. Oral or dental splints and appliances must be custom made and for the treatment of documented obstructive sleep apnea. Unless specifically stated otherwise, fabric supports, replacement *orthotics* and braces, oral splints and appliances, dental splints and appliances, and dental braces are not a *covered expense*;

3. Reconstructive *surgery* due to *bodily injury*, infection or other disease of the involved part or congenital disease or anomaly of a covered *dependent* child which resulted in a *functional impairment*;

4. Reconstructive *services* following a covered mastectomy, including but not limited to:
   a. Reconstruction of the breast on which the mastectomy was performed;
   b. Reconstruction of the other breast to achieve symmetry;
   c. Prosthesis; and
   d. Treatment of physical complications of all stages of the mastectomy, including lymphedemas.

5. Routine costs associated with clinical trials, when approved by this Plan. For additional details, go to www.humana.com, click on "Humana Websites for Providers" along the left hand side of the page, then click "Medical Coverage Policies" under Critical Topics, then click "Medical Coverage Policies" and search for Clinical Trials;

6. Cranial banding, when approved by this Plan. For additional details, go to www.humana.com, and follow the instructions below:
   a. Click on the "Providers" tab at the top of the page, then
   b. Click "Medical and pharmacy coverage policies" under the "Resources" box at the bottom of the page, then
   c. Type "cranial orthotics" in the "Search By Keyword" box; then
   d. Open the "Cranial Orthotics (Cranial Banding, Soft-Shell Helmets)" policy.

LIMITATIONS AND EXCLUSIONS

This Plan does not provide benefits for:

1. *Services*:
   a. Not furnished by a *qualified practitioner* or *qualified treatment facility*;
   b. Not authorized or prescribed by a *qualified practitioner*;
   c. Not specifically covered by this Plan whether or not prescribed by a *qualified practitioner*;
   d. Which are not provided;
   e. For which no charge is made, or for which *you* would not be required to pay if *you* were not covered under this Plan unless charges are received from and reimbursable to the United States Government or any of its agencies as required by law;
   f. Furnished by or payable under any plan or law through any government or any political subdivision (this does not include *Medicare* or Medicaid);
   g. Furnished for a military service connected *sickness* or *bodily injury* by or under an agreement with a department or agency of the United States Government, including the Department of Veterans Affairs;
   h. Performed in association with a *service* that is not covered under this Plan.

2. Immunizations required for foreign travel;

3. Radial keratotomy, refractive keratoplasty or any other *surgery* to correct myopia, hyperopia or stigmatic error;

4. *Services* related to gender change;

5. Cosmetic *surgery* and cosmetic *services* or devices, unless for reconstructive *surgery*:
   a. Resulting from a *bodily injury*, infection or other disease of the involved part, when *functional impairment* is present; or
   b. Resulting from a congenital disease or anomaly of a covered *dependent* child which resulted in a *functional impairment*.

   Expense incurred for reconstructive *surgery* performed due to the presence of a psychological condition is not covered, unless the condition(s) described above are also met;

6. Hair prosthesis, hair transplants or hair implants;

7. Dental *services* or appliances for the treatment of the teeth, gums, jaws or alveolar processes, including but not limited to, implants and related procedures, routine dental extractions and orthodontic procedures, unless specifically provided under this Plan;

8. *Services* which are:
   a. Rendered in connection with a *mental health* disorder not classified in the International Classification of Diseases of the U.S. Department of Health and Human Services;
   b. Extended beyond the period necessary for evaluation and diagnosis of learning and behavioral disabilities or for mental retardation.

9. Marriage counseling;

10. *Court-ordered mental health* or *substance abuse services*;

11. Education or training, unless otherwise specified in this Plan;

12. Educational or vocational therapy, testing, services or schools, including therapeutic boarding schools and other therapeutic environments. Educational or vocational videos, tapes, books and similar materials are also excluded;

13. Expenses for *services* that are primarily and customarily used for environmental control or enhancement (whether or not prescribed by a *qualified practitioner*) and certain medical devices including, but not limited to:
    a. Common household items including air conditioners, air purifiers, water purifiers, vacuum cleaners, waterbeds, hypoallergenic mattresses or pillows or exercise equipment;
    b. Motorized transportation equipment (e.g. scooters), escalators, elevators, ramps or modifications or additions to living/working quarters or transportation vehicles;
    c. Personal hygiene equipment including bath/shower chairs and transfer equipment or supplies;
    d. Personal comfort items including cervical pillows, gravity lumbar reduction chairs, swimming pools, whirlpools, spas or saunas;
    e. Medical equipment including blood pressure monitoring devices, PUVA lights and stethoscopes;
    f. Communication system, telephone, television or computer systems and related equipment or similar items or equipment;
    g. Communication devices, except after surgical removal of the larynx or a diagnosis of permanent lack of function of the larynx.

14. Any medical treatment, procedure, drug, biological product or device which is *experimental, investigational or for research purposes*, unless otherwise specified in this Plan;

15. *Services* that are <u>not</u> *medically necessary*, except routine/preventive *services*;

16. Charges in excess of the *maximum allowable fee* for the *service*;

17. *Services* provided by a person who ordinarily resides in *your* home or who is a *family member*;

18. Any *expense incurred* prior to *your* effective date under this Plan or after the date *your* coverage under this Plan terminates, except as specifically described in this Plan;

19. *Expenses incurred* for which *you* are entitled to receive benefits under *your* previous dental or medical plan;

20. Any expense due to the *covered person's*:
    a. Engaging in an illegal occupation; or
    b. Commission of or an attempt to commit a criminal act.

21. Any loss caused by or contributed to:
    a. War or any act of war, whether declared or not;
    b. Insurrection; or
    c. Any act of armed conflict, or any conflict involving armed forces of any authority.

22. Any *expense incurred* for *services* received outside of the United States, except for *emergency* care *services*, unless otherwise determined by this Plan;

23. Treatment of nicotine habit or addiction, including, but not limited to hypnosis, smoking cessation products, classes or tapes, unless otherwise determined by this Plan;

25. Vitamins, dietary supplements and dietary formulas except enteral formulas, nutritional supplements or low protein modified food products for the treatment of an inherited metabolic disease, e.g. phenylketonuria (PKU);

25. *Prescription* drugs and *self-administered injectable drugs*, unless administered to *you*:
    a. While inpatient in a *hospital*, *qualified treatment facility* or skilled nursing facility; or
    b. By the following, when deemed appropriate by this Plan: a *qualified practitioner*, during an office visit, while outpatient, or at a home health care agency as part of a covered home health care plan approved by this Plan.

26. Any drug prescribed, except:
    a. FDA approved drugs utilized for FDA approved indications; or
    b. FDA approved drugs utilized for *off-label drug indications* recognized in at least one compendia reference or peer-reviewed medical literature deemed acceptable to this Plan.

27. *Off-evidence drug indications*;

28. Over-the-counter, non-prescription medications, unless for drugs, medicines or medications on the Women's Healthcare Drug List with a *prescription* from a *qualified practitioner*. See the Prescription Drug Benefit;

29. Growth hormones (medications, drugs or hormones to stimulate growth);

30. Therapy and testing for treatment of allergies including, but not limited to, *services* related to clinical ecology, environmental allergy and allergic immune system dysregulation and sublingual antigen(s), extracts, neutralization test and/or treatment UNLESS such therapy or testing is approved by:
    a. The American Academy of Allergy and Immunology, or
    b. The Department of Health and Human Services or any of its offices or agencies.

31. Professional pathology or radiology charges, including but not limited to, blood counts, multi-channel testing, and other clinical chemistry tests, when:
    a. The *services* do not require a professional interpretation, or
    b. The *qualified practitioner* did not provide a specific professional interpretation of the test results of the *covered person*.

32. *Services* that are billed incorrectly or billed separately, but are an integral part of another billed *service*;

33. Expenses for health clubs or health spas, aerobic and strength conditioning, work-hardening programs or weight loss or similar programs, and all related material and product for these programs;

34. *Alternative medicine*;

35. *Services* rendered in a premenstrual syndrome clinic or holistic medicine clinic;

36. *Services* of a midwife, unless provided by a Certified Nurse Midwife;

37. The following types of care of the feet:
    a. Shock wave therapy of the feet.
    b. The treatment of weak, strained, flat, unstable or unbalanced feet.
    c. Hygienic care and the treatment of superficial lesions of the feet, such as corns, calluses or hyperkeratosis.
    d. The treatment of tarsalgia, metatarsalgia, or bunion, except surgically.
    e. The cutting of toenails, except the removal of the nail matrix.
    f. The provision of heel wedges, lifts or shoe inserts.
    g. The provision of arch supports or orthopedic shoes. Arch supports and orthopedic shoes are covered if *medically necessary* because of diabetes or hammertoe.

38. *Custodial care* and *maintenance care*;

39. Weekend non-emergency *hospital admissions*, specifically *admissions* to a *hospital* on a Friday or Saturday at the convenience of the *covered person* or his or her *qualified practitioner* when there is no cause for an *emergency admission* and the *covered person* receives no *surgery* or therapeutic treatment until the following Monday;

40. *Hospital* inpatient *services* when *you* are in observation status;

41. *Services* rendered by a standby physician, surgical assistant, assistant surgeon, physician assistant, registered nurse or certified operating room technician unless *medically necessary*;

42. *Ambulance services* for routine transportation to, from or between medical facilities and/or a *qualified practitioner's* office;

43. *Preadmission testing*/procedural testing duplicated during a *hospital confinement*;

44. Lodging accommodations or transportation, unless specifically provided under this Plan;

45. Communications or travel time;

46. No benefits will be provided for the following, unless otherwise determined by this Plan:
    a. Immunotherapy for recurrent abortion;
    b. Chemonucleolysis;
    c. Biliary lithotripsy;
    d. Home uterine activity monitoring;
    e. Sleep therapy;
    f. Light treatments for Seasonal Affective Disorder (S.A.D.);
    g. Immunotherapy for food allergy;
    h. Prolotherapy;
    i. Cranial banding;
    j. Hyperhidrosis *surgery*;
    k. Lactation therapy; or
    l. Sensory integration therapy.

47. Any *covered expenses* to the extent of any amount received from others for the *bodily injuries* or losses which necessitate such benefits. Without limitation, "amounts received from others" specifically includes, but is not limited to, liability insurance, workers' compensation, uninsured motorists, underinsured motorists, "no-fault" and automobile med-pay payments or recovery from any identifiable fund regardless of whether the *beneficiary* was made whole;

48. Any *bodily injury* or *sickness* arising from or sustained in the course of any occupation or employment for compensation, profit or gain for which:
    a. Benefits are provided or payable under any Workers' Compensation or Occupational Disease Act or Law, or
    b. Coverage was available under any Workers' Compensation or Occupational Disease Act or Law regardless of whether such coverage was actually purchased.

49. Routine physical examinations and related *services* for occupation, employment, school, sports, camp, travel, purchase of insurance or premarital tests or examinations, unless specifically provided under this Plan;

50. Surrogate parenting;

51. The purchase, fitting or repair of eyeglass frames and lenses or contact lenses, unless specifically provided under this Plan;

52. Routine vision refraction;

53. Vision therapy;

54. Hearing aids, the fitting or repair of hearing aids or advice on their care; implantable hearing devices, except for cochlear implants and auditory brain stem implants as determined by this Plan;

55. Elective medical or surgical abortion, unless:
    a. The pregnancy would endanger the life of the mother; or
    b. The pregnancy is a result of rape or incest; or
    c. The fetus has been diagnosed with a lethal or otherwise significant abnormality.

56. *Services* for a reversal of sterilization;

57. Private duty nursing, except in an inpatient *hospital*;

58. Wigs;

59. Obesity *services*;

60. *Morbid obesity services*;

61. Surgical procedures for the removal of excess skin and/or fat in conjunction with or resulting from weight loss or weight loss *surgery*;

62. Artificial means to achieve pregnancy or ovulation, including, but not limited to, artificial insemination, in vitro fertilization, spermatogenesis, gamete intra fallopian transfer (GIFT), zygote intra fallopian transfer (ZIFT), tubal ovum transfer, embryo freezing or transfer and sperm banking;

63. *Residential treatment facilities*;

64. Acupuncture;

65. Halfway-house *services*;

66. Over-the-counter medical items or supplies that can be provided or prescribed by a *qualified practitioner* but are also available without a written order or *prescription*, except for preventive *services* (with a *prescription* from a *qualified practitioner*);

67. Contraceptive pills and patches, abortifacients and spermicide (see the Prescription Drug Benefit for coverage).

NOTE: These limitations and exclusions apply even if a *qualified practitioner* has performed or prescribed a *medically necessary* procedure, treatment or supply. This does not prevent *your qualified practitioner* from providing or performing the procedure, treatment or supply, however, the procedure, treatment or supply will not be a *covered expense*.

COORDINATION OF BENEFITS

BENEFITS SUBJECT TO THIS PROVISION

Benefits described in this Plan are coordinated with benefits provided by other plans under which *you* are also covered. This is to prevent duplication of coverage and a resulting increase in the cost of medical or dental coverage. *Prescription* drug coverage under the *prescription* drug benefit, if applicable, is not subject to these coordination provisions.

For this purpose, a plan is one which covers medical or dental expenses and provides benefits or *services* by group, franchise or blanket insurance coverage. This includes group-type contracts not available to the general public, obtained and maintained only because of the *covered person's* membership in, or connection with, a particular organization or group, whether or not designated as franchise, blanket, or in some other fashion. Plan also includes any coverage provided through the following:

1. Employer, trustee, union, employee benefit, or other association; or

2. Governmental programs, programs mandated by state statute, or sponsored or provided by an educational institution.

This Coordination of Benefits provision does not apply to any individual policies or Blanket Student Accident Insurance provided by, or through, an educational institution. Allowable expense means any eligible expense, a portion of which is covered under one of the plans covering the person for whom claim is made. Each plan will determine what is an allowable expense according to the provisions of the respective plan. When a plan provides benefits in the form of *services* rather than cash payments, the reasonable cash value of each *service* rendered will be deemed to be both an allowable expense and a benefit paid.

EFFECT ON BENEFITS

One of the plans involved will pay benefits first. This is called the primary plan. All other plans are called secondary plans.

When this Plan is the secondary plan, the sum of the benefit payable will not exceed 100% of the total allowable expenses incurred under this Plan and any other plans included under this provision.

ORDER OF BENEFIT DETERMINATION

In order to pay claims, it must be determined which plan is primary and which plan(s) are secondary. A plan will pay benefits first if it meets one of the following conditions:

1. The plan has no coordination of benefits provision;

2. The plan covers the person as an *employee*;

3. For a child who is covered under both parents' plans, the plan covering the parent whose birthday (month and day) occurs first in the *calendar year* pays before the plan covering the other parent. If the birthdates of both parents are the same, the plan which has covered the person for the longer period of time will be determined the primary plan;

   If a plan other than this Plan does not include provision 3, then the gender rule will be followed to determine which plan is primary.

4. In the case of *dependent* children covered under the plans of divorced or separated parents, the following rules apply:
   a. The plan of a parent who has custody will pay the benefits first;
   b. The plan of a step parent who has custody will pay benefits next;
   c. The plan of a parent who does not have custody will pay benefits next;
   d. The plan of a step parent who does not have custody will pay benefits next.

   There may be a court decree which gives one parent financial responsibility for the medical or dental expenses of the *dependent* children. If there is a court decree, the rules stated above will not apply if they conflict with the court decree. Instead, the plan of the parent with financial responsibility will pay benefits first.

5. If a person is laid off or is retired or is a *dependent* of such person, that plan covers after the plan covering such person as an active employee or *dependent* of such *employee*. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule will be ignored.

If the above rules do not apply or cannot be determined, then the plan that covered the person for the longest period of time will pay first.

COORDINATION OF BENEFITS WITH MEDICARE

When an employer employs 100 or more persons, the benefits of this Plan will be payable first for a *covered person* who is under age 65 and eligible for *Medicare*. The benefits of *Medicare* will be payable second.

MEDICARE PART A means the Social Security program that provides hospital insurance benefits.

MEDICARE PART B means the Social Security program that provides medical insurance benefits.

For the purposes of determining benefits payable for any *covered person* who is eligible to enroll for *Medicare* Part B, but does not, Humana assumes the amount payable under *Medicare* Part B to be the amount the *covered person* would have received if he or she enrolled for it. A *covered person* is considered to be eligible for *Medicare* on the earliest date coverage under *Medicare* could become effective for him or her.

OPTIONS

Federal Law allows this Plan's actively working covered *employees* age 65 or older and their covered spouses who are eligible for *Medicare* to choose one of the following options:

OPTION 1 - The benefits of this Plan will be payable first and the benefits of *Medicare* will be payable second.

OPTION 2 - *Medicare* benefits only. The *covered person* and his or her *dependents*, if any, will not be covered by this Plan.

Each covered *employee* and each covered spouse will be provided with the choice to elect one of these options at least one month before the covered *employee* or the covered spouse becomes age 65. All new covered *employees* and newly covered spouses age 65 or older will also be offered these options. If Option 1 is chosen, its issue is subject to the same requirements as for a covered *employee* or *dependent* who is under age 65.

Under Federal law, there are two categories of persons eligible for *Medicare*. The calculation and payments of benefits by this Plan differs for each category.

CATEGORY 1 - *Medicare* Eligibles are actively working covered *employees* age 65 or older and their age 65 or older covered spouses, and age 65 or older covered spouses of actively working covered *employees* who are under age 65.

CATEGORY 2 - *Medicare* Eligibles are any other *covered persons* entitled to *Medicare*, whether or not they enrolled for it. This category includes, but is not limited to, retired covered *employees* and their spouses or covered *dependents* of a covered *employee* other than his or her spouse.

CALCULATION AND PAYMENT OF BENEFITS

For *covered persons* in Category 1, benefits are payable by this Plan without regard to any benefits payable by *Medicare*. *Medicare* will then determine its benefits.

For *covered persons* in Category 2, *Medicare* benefits are payable before any benefits are payable by this Plan. The benefits of this Plan will then be reduced by the full amount of all *Medicare* benefits the *covered person* is entitled to receive, whether or not they were actually enrolled for *Medicare*.

RIGHT OF RECOVERY

This Plan reserves the right to recover benefit payments made for an allowable expense under this Plan in the amount which exceeds the maximum amount this Plan is required to pay under these provisions. This right of recovery applies to this Plan against:

1. Any person(s) to, for or with respect to whom, such payments were made; or

2. Any other insurance companies, or organizations which according to these provisions, owe benefits due for the same allowable expense under any other plan.

This Plan alone will determine against whom this right of recovery will be exercised.

CLAIM PROCEDURES

SUBMITTING A CLAIM

This section describes what a *covered person* (or his or her authorized representative) must do to file a claim for Plan benefits.

- A claim must be filed with Humana in writing and delivered to Humana by mail, postage prepaid. However, a submission to obtain *preauthorization* may also be filed with Humana by telephone;

- Claims must be submitted to Humana at the address indicated in the documents describing this Plan or *claimant's* identification card. Claims will not be deemed submitted for purposes of these procedures unless and until received at the correct address;

- Also, claims submissions must be in a format acceptable to Humana and compliant with any applicable legal requirements. Claims that are not submitted in accordance with the requirements of applicable federal law respecting privacy of *protected health information* and/or electronic claims standards will not be accepted by this Plan;

- Claims submissions must be timely. Claims must be filed as soon as reasonably possible after they are incurred, and in no event later than 15 months after the date the claim was incurred for *Non-PAR provider* claims, except if *you* were legally incapacitated. Claims should be submitted by a *PAR provider* in accordance with the timely filing period outlined in that *provider's contract* with Humana (typically 180 days for physicians and 90 days for facilities and ancillary providers, however, a provider's contractual timely filing period may vary). Plan benefits are only available for claims that are incurred by a *covered person* during the period that he or she is covered under this Plan;

- Claims submissions must be complete. They must contain, at a minimum:
  a. The name of the *covered person* who incurred the *covered expense*;
  b. The name and address of the health care provider;
  c. The diagnosis of the condition;
  d. The procedure or nature of the treatment;
  e. The date of and place where the procedure or treatment has been or will be provided;
  f. The amount billed and the amount of the *covered expense* not paid through coverage other than Plan coverage, as appropriate;
  g. Evidence that substantiates the nature, amount, and timeliness of each *covered expense* in a format that is acceptable according to industry standards and in compliance with applicable law.

Presentation of a *prescription* to a *pharmacy* does not constitute a claim. If a *covered person* is required to pay the cost of a covered *prescription* drug, however, he or she may submit a claim based on that amount to Humana.

A general request for an interpretation of Plan provisions will not be considered to be a claim. Requests of this type, such as a request for an interpretation of the eligibility provisions of this Plan, should be directed to the *Plan Administrator*.

Mail medical claims and correspondence to:

Humana Claims Office
P.O. Box 14601
Lexington, KY 40512-4601

MISCELLANEOUS MEDICAL CHARGES

If *you* accumulate bills for medical items *you* purchase or rent *yourself*, send them to Humana at least once every three months during the year (quarterly). The receipts must include the patient name, name of the item, date item was purchased or rented and name of the provider of *service*.

PROCEDURAL DEFECTS

If a *pre-service claim* submission is not made in accordance with this Plan's procedural requirements, Humana will notify the *claimant* of the procedural deficiency and how it may be cured no later than within five (5) days (or within 24 hours, in the case of an *urgent care claim*) following the failure. A *post-service claim* that is not submitted in accordance with these claims procedures will be returned to the submitter.

ASSIGNMENTS AND REPRESENTATIVES

A *covered person* may assign his or her right to receive Plan benefits to a health care provider only with the consent of Humana, in its sole discretion, except as may be required by applicable law. Assignments must be in writing. If a document is not sufficient to constitute an assignment, as determined by Humana, then this Plan will not consider an assignment to have been made. An assignment is not binding on this Plan until Humana receives and acknowledges in writing the original or copy of the assignment before payment of the benefit.

If benefits are assigned in accordance with the foregoing paragraph and a health care provider submits claims on behalf of a *covered person*, benefits will be paid to that health care provider.

In addition, a *covered person* may designate an authorized representative to act on his or her behalf in pursuing a benefit claim or *appeal*. The designation must be explicitly stated in writing and it must authorize disclosure of *protected health information* with respect to the claim by this Plan, Humana and the authorized representative to one another. If a document is not sufficient to constitute a designation of an authorized representative, as determined by Humana, then this Plan will not consider a designation to have been made. An assignment of benefits does not constitute designation of an authorized representative.

- Any document designating an authorized representative must be submitted to Humana in advance, or at the time an authorized representative commences a course of action on behalf of a *claimant*. At the same time, the authorized representative should also provide notice of commencement of the action on behalf of the *claimant* to the *claimant*, which Humana may verify with the *claimant* prior to recognizing the authorized representative status.

- In any event, a health care provider with knowledge of a *claimant's* medical condition acting in connection with an *urgent care claim* will be recognized by this Plan as the *claimant's* authorized representative.

Covered persons should carefully consider whether to designate an authorized representative. An authorized representative may make decisions independent of the *covered person*, such as whether and how to *appeal* a claim denial.

CLAIMS DECISIONS

After submission of a claim by a *claimant*, Humana will notify the *claimant* within a reasonable time, as follows:

Pre-Service Claims

Humana will notify the *claimant* of a favorable or *adverse benefit determination* within a reasonable time appropriate to the medical circumstances, but no later than 15 days after receipt of the claim by this Plan.

However, this period may be extended by an additional 15 days, if Humana determines that the extension is necessary due to matters beyond the control of this Plan. Humana will notify the affected *claimant* of the extension before the end of the initial 15-day period, the circumstances requiring the extension, and the date by which this Plan expects to make a decision.

If the reason for the extension is because of the *claimant's* failure to submit information necessary to decide the claim, the notice of extension will describe the required information. The *claimant* will have at least 45 days from the date the notice is received to provide the specified information.

Urgent Care Claims

Humana will determine whether a claim is an *urgent care claim*. This determination will be made on the basis of information furnished by or on behalf of a *claimant*. In making this determination, Humana will exercise its judgment, with deference to the judgment of a physician with knowledge of the *claimant's* condition. Accordingly, Humana may require a *claimant* to clarify the medical urgency and circumstances that support the *urgent care claim* for expedited decision-making.

Humana will notify the *claimant* of a favorable or *adverse benefit determination* as soon as possible, taking into account the medical urgency particular to the *claimant's* situation, but not later than 72 hours after receipt of the *urgent care claim* by this Plan.

However, if a claim is submitted that does not provide sufficient information to determine whether, or to what extent, expenses are covered or payable under this Plan, notice will be provided by Humana as soon as possible, but not more than 24 hours after receipt of the *urgent care claim* by this Plan. The notice will describe the specific information necessary to complete the claim.

- The *claimant* will have a reasonable amount of time, taking into account his or her circumstances, to provide the necessary information but not less than 48 hours.

- Humana will notify the *claimant* of this Plan's *urgent care claim* determination as soon as possible, but in no event more than 48 hours after the earlier of:

    1. This Plan's receipt of the specified information; or

    2. The end of the period afforded the *claimant* to provide the specified additional information.

Concurrent Care Decisions

Humana will notify a *claimant* of a *concurrent care decision* that involves a reduction in or termination of benefits that have been pre-authorized. Humana will provide the notice sufficiently in advance of the reduction or termination to allow the *claimant* to *appeal* and obtain a determination on review of the *adverse benefit determination* before the benefit is reduced or terminated.

A request by a *claimant* to extend a course of treatment beyond the period of time or number of treatments that is a claim involving urgent care will be decided by Humana as soon as possible, taking into account the medical urgency. Humana will notify a *claimant* of the benefit determination, whether adverse or not within 24 hours after receipt of the claim by this Plan, provided that the claim is submitted to this Plan at least 24 hours prior to the expiration of the prescribed period of time or number of treatments.

Post-Service Claims

Humana will notify the *claimant* of a favorable or *adverse benefit determination* within a reasonable time, but not later than 30 days after receipt of the claim by this Plan.

However, this period may be extended by an additional 15 days if Humana determines that the extension is necessary due to matters beyond the control of this Plan. Humana will notify the affected *claimant* of the extension before the end of the initial 30-day period, the circumstances requiring the extension, and the date by which this Plan expects to make a decision.

If the reason for the extension is because of the *claimant's* failure to submit information necessary to decide the claim, the notice of extension will describe the required information. The *claimant* will have at least 45 days from the date the notice is received to provide the specified information. Humana will make a decision no later than 15 days after the earlier of the date on which the information provided by the *claimant* is received by this Plan or the expiration of the time allowed for submission of the additional information.

TIMES FOR DECISIONS

The periods of time for claims decisions presented above begin when a claim is received by this Plan, in accordance with these claims procedures.

PAYMENT OF CLAIMS

Many health care providers will request an assignment of benefits as a matter of convenience to both provider and patient. Also as a matter of convenience, Humana will, in its sole discretion, assume that an assignment of benefits has been made to certain Network Providers. In those instances, Humana will make direct payment to the *hospital*, clinic or physician's office, unless Humana is advised in writing that *you* have already paid the bill. If *you* have paid the bill, please indicate on the original statement, "paid by *employee*," and send it directly to Humana. *You* will receive a written explanation of an *adverse benefit determination*. Humana reserves the right to request any information required to determine benefits or process a claim. *You* or the provider of *services* will be contacted if additional information is needed to process *your* claim.

When an *employee's* child is subject to a medical child support order, Humana will make reimbursement of eligible expenses paid by *you*, the child, the child's non-employee custodial parent, or legal guardian, to that child or the child's custodial parent, or legal guardian, or as provided in the medical child support order.

Payment of benefits under this Plan will be made in accordance with an assignment of rights for *you* and *your dependents* as required under state Medicaid law.

Benefits payable on behalf of *you* or *your* covered *dependent* after death will be paid, at this Plan's option, to any *family member(s)* or *your* estate.

Humana will rely upon an affidavit to determine benefit payment, unless it receives written notice of valid claim before payment is made. The affidavit will release this Plan from further liability.

Any payment made by Humana in good faith will fully discharge it to the extent of such payment.

Payments due under this Plan will be paid upon receipt of written proof of loss.

NOTICES – GENERAL INFORMATION

A notice of an *adverse benefit determination* or *final internal adverse benefit determination* will include information that sufficiently identifies the claim involved, including:

1. The date of service;

2. The health care provider;

3. The claim amount, if applicable;

4. The reason(s) for the *adverse benefit determination* or *final internal adverse benefit determination* to include the denial code (e.g. CARC) and its corresponding meaning as well as a description of this Plan's standard (if any) that was used in denying the claim. For a *final internal adverse benefit determination*, this description must include a discussion of the decision;

5. A description of available *internal appeals* and *external review* processes, including information on how to initiate an *appeal*; and

6. Disclosure of the availability of, and contact information for, any applicable office of health insurance consumer assistance or ombudsman to assist individuals with internal claims and *appeals*, and *external review* processes.

The *claimant* may request the diagnosis code(s) (e.g. ICD-9) and/or the treatment code(s) (e.g. CPT) that apply to the claim involved with the *adverse benefit determination* or *final internal adverse benefit determination* notice. A request for this information, in itself, will not be considered a request for an *appeal* or *external review*.

INITIAL DENIAL NOTICES

Notice of a claim denial (including a partial denial) will be provided to *claimants* by mail, postage prepaid, within the time frames noted above.

However, notices of adverse decisions involving *urgent care claims* may be provided to a *claimant* orally within the time frames noted above for expedited *urgent care claim* decisions. If oral notice is given, written notification will be provided to the *claimant* no later than 3 days after the oral notification.

A claims denial notice will state the specific reason or reasons for the *adverse benefit determination*, the specific Plan provisions on which the determination is based, and a description of this Plan's review procedures and associated timeline. The notice will also include a description of any additional material or information necessary for the *claimant* to perfect the claim and an explanation of why such material or information is necessary.

The notice will describe this Plan's review procedures and the time limits applicable to such procedures.

The notice will also disclose any internal Plan rule, protocol or similar criterion that was relied on to deny the claim. A copy of the rule, protocol or similar criterion relied upon will be provided to a *claimant* free of charge upon request.

If the *adverse benefit determination* is based on *medical necessity, experimental, investigational or for research purposes,* or similar exclusion or limit, the notice will provide either an explanation of the scientific or clinical judgment for the determination, applying the terms of this Plan to the *claimant's* medical circumstances, or a statement that such explanation will be provided free of charge upon request.

In the case of an adverse decision of an *urgent care claim*, the notice will provide a description of this Plan's expedited review procedures applicable to such claims.

APPEALS OF ADVERSE BENEFIT DETERMINATIONS

A *claimant* must *appeal* an *adverse benefit determination* within 180 days after receiving written notice of the denial (or partial denial). With the exception of *urgent care claims* and *concurrent care decisions*, this Plan uses a two level *appeals* process for all *adverse benefit determinations*. Humana will make the determination on the first level of *appeal*. If the *claimant* is dissatisfied with the decision on this first level of *appeal*, or if Humana fails to make a decision within the time frame indicated below, the *claimant* may *appeal* again to Humana. *Urgent care claims* and *concurrent care decisions* (expedited *internal appeals*) are subject to a single level *appeal* process only, with Humana making the determination.

A first level and second level *appeal* must be made by a *claimant* by means of written application, in person, or by mail (postage prepaid), addressed to:

Humana Grievance and Appeals
P.O. Box 14546
Lexington, KY 40512-4546

Appeals of denied claims will be conducted promptly, will not defer to the initial determination, and will not be made by the person who made the initial adverse claim determination or a subordinate of that person. The determination will take into account all comments, documents, records, and other information submitted by the *claimant* relating to the claim.

A *claimant* may review relevant documents and may submit issues and comments in writing. A *claimant* on *appeal* may, upon request, discover the identity of medical or vocational experts whose advice was obtained on behalf of this Plan in connection with the *adverse benefit determination* being appealed, as permitted under applicable law.

If the claims denial being appealed is based in whole, or in part, upon a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is *experimental, investigational, or for research purposes*, or not *medically necessary* or appropriate, the person deciding the *appeal* will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The consulting health care professional will not be the same person who decided the initial *appeal* or a subordinate of that person.

Time Periods for Decisions on Appeal -- First Level

Appeals of claims denials will be decided and notice of the decision provided as follows:

Urgent Care Claims	As soon as possible, but not later than 72 hours after Humana receives the *appeal* request. If oral notification is given, written notification will follow in hard copy or electronic format within the next 3 days.
Pre-Service Claims	Within a reasonable period, but not later than 15 days after Humana receives the *appeal* request.
Post-Service Claims	Within a reasonable period, but no later than 30 days after Humana receives the *appeal* request.
Concurrent Care Decisions	Within the time periods specified above, depending upon the type of claim involved.

Time Periods for Decisions on Appeal -- Second Level

Appeals of claims denials will be decided and notice of the decision provided as follows:

Pre-Service Claims	Within a reasonable period, but not later than 15 days after Humana receives the *appeal* request.
Post-Service Claims	Within a reasonable period, but no later than 30 days after Humana receives the *appeal* request.

APPEAL DENIAL NOTICES

Notice of a benefit determination on *appeal* will be provided to *claimants* by mail, postage prepaid, within the time frames noted above.

A notice that a claim *appeal* has been denied will convey the specific reason or reasons for the *adverse benefit determination* and the specific Plan provisions on which the determination is based.

The notice will also disclose any internal Plan rule, protocol or similar criterion that was relied on to deny the claim. A copy of the rule, protocol or similar criterion relied upon will be provided to a *claimant* free of charge upon request.

If the *adverse benefit determination* is based on *medical necessity, experimental, investigational, or for research purposes* or similar exclusion or limit, the notice will provide either an explanation of the scientific or clinical judgment for the determination, applying the terms of this Plan to the *claimant's* medical circumstances, or a statement that such explanation will be provided free of charge upon request.

In the event of a denial of an appealed claim, the *claimant* on *appeal* will be entitled to receive, upon request and without charge, reasonable access to and copies of any document, record or other information:

1. Relied on in making the determination;

2. Submitted, considered or generated in the course of making the benefit determination;

3. That demonstrates compliance with the administrative processes and safeguards required with respect to such determinations;

4. That constitutes a statement of policy or guidance with respect to this Plan concerning the denied treatment, without regard to whether the statement was relied on.

FULL AND FAIR REVIEW

As part of providing an opportunity for a full and fair review, this Plan shall provide the *claimant*, free of charge, with any new or additional evidence considered, relied upon, or generated by this Plan (or at the direction of this Plan) in connection with the claim. Such evidence shall be provided as soon as possible and sufficiently in advance of the date on which the notice of *final internal adverse benefit determination* is required to be provided to give the *claimant* a reasonable opportunity to respond prior to that date.

Before a *final internal adverse benefit determination* is made based on a new or additional rationale, this Plan shall provide the *claimant*, free of charge, with the rationale. The rationale shall be provided as soon as possible and sufficiently in advance of the date on which the notice of *final internal adverse benefit determination* is required to be provided to give the *claimant* a reasonable opportunity to respond prior to that date.

RIGHT TO REQUIRE MEDICAL EXAMINATIONS

This Plan has the right to require that a medical examination be performed on any *claimant* for whom a claim is pending as often as may be reasonably required. If this Plan requires a medical examination, it will be performed at this Plan's expense. This Plan also has a right to request an autopsy in the case of death, if state law so allows.

EXHAUSTION

Upon completion of the *appeals* process under this section, a *claimant* will have exhausted his or her administrative remedies under this Plan. If Humana fails to complete a claim determination or *appeal* within the time limits set forth above, the *claimant* may treat the claim or *appeal* as having been denied, and the *claimant* may proceed to the next level in the review process. After exhaustion, a *claimant* may pursue any other legal remedies available to him or her which may include bringing a civil action. Additional information may be available from a local U.S. Department of Labor Office.

A *claimant* may seek immediate *external review* of an *adverse benefit determination* if Humana fails to strictly adhere to the requirements for internal claims and *appeals* processes set forth by the federal regulations, unless the violation was: a) Minor; b) Non-prejudicial; c) Attributable to good cause or matters beyond the Plan's control; d) In the context of an ongoing good-faith exchange of information; and e) Not reflective of a pattern or practice of non-compliance. The *claimant* is entitled, upon written request, to an explanation of the Plan's basis for asserting that it meets the standard, so the *claimant* can make an informed judgment about whether to seek immediate *external review*. If the external reviewer or the court rejects the *claimant's* request for immediate review on the basis that the Plan met this standard, the *claimant* has the right to resubmit and pursue the internal *appeal* of the claim.

LEGAL ACTIONS AND LIMITATIONS

No action at law or inequity may be brought with respect to Plan benefits until all remedies under this Plan have been exhausted and then prior to the expiration of the applicable limitations period under applicable law.

STANDARD EXTERNAL REVIEW

Request for an External Review

A *claimant* may file a request for an *external review* with Humana at the address listed below, within 4 months after the date the *claimant* received an *adverse benefit determination* or *final internal adverse benefit determination* notice that involves a medical judgment (excluding those that involve only contractual or legal interpretation without any use of medical judgment, as determined by the external reviewer) or a rescission of coverage. If there is no corresponding date 4 months after the notice date, the request must be filed by the first day of the 5th month following receipt of the notice. If the last filing date falls on a Saturday, Sunday or federal holiday, the last filing date is extended to the next day that is not a Saturday, Sunday or federal holiday.

A request for an *external review* must be made by a *claimant* by means of written application, by mail (postage prepaid), addressed to:

Humana Grievance and Appeals
P.O. Box 14546
Lexington, KY 40512-4546

Preliminary Review

Within 5 business days following receipt of a request for *external review*, Humana must complete a preliminary review of the request to determine the following:

1. If the *claimant* is, or was, covered under this Plan at the time the health care item or *service* was requested or provided;

2. If the *adverse benefit determination* or *final internal adverse benefit determination* relates to the *claimant's* failure to meet this Plan's eligibility requirements;

3. If the *claimant* has exhausted this Plan's *internal appeals* process, when required; and

4. If the *claimant* has provided all the information and forms required to process an *external review*.

Within 1 business day after completion of the preliminary review, Humana must provide written notification to the *claimant* of the following:

1. If the request is complete but not eligible for *external review*. The notice must include the reason(s) for its ineligibility and contact information for the Department of Health and Human Services Health Insurance Assistance Team (HIAT), including this number: 1-888-393-2789.

2. If the request is not complete. The notice must describe the information or materials needed to make it complete, and Humana must allow the *claimant* to perfect the *external review* request within whichever of the following two options is later:
   a. The initial 4-month filing period; or
   b. The 48-hour period following receipt of the notification.

Referral to an Independent Review Organization (IRO)

Humana must assign an independent *IRO* that is accredited by URAC, or another nationally-recognized accreditation organization to conduct the *external review*. Humana must attempt to prevent bias by contracting with at least 3 *IROs* for assignments and rotate claims assignments among them, or incorporate some other independent method for *IRO* selection (such as random selection). The *IRO* may not be eligible for financial incentives based on the likelihood that the *IRO* will support the denial of benefits.

The contract between Humana and the *IRO* must provide for the following:

1. The assigned *IRO* will use legal experts where appropriate to make coverage determinations.

2. The assigned *IRO* will timely provide the *claimant* with written notification of the request's eligibility and acceptance of the request for *external review*. This written notice must inform the *claimant* that he/she may submit, in writing, additional information that the *IRO* must consider when conducting the *external review* to the *IRO* within 10 business days following the date the notice is received by the *claimant*. The *IRO* may accept and consider additional information submitted after 10 business days.

3. Humana must provide the *IRO* the documents and any information considered in making the *adverse benefit determination* or *final internal adverse benefit determination* within 5 business days after assigning the *IRO*. Failure to timely provide this information must not delay the conduct of the *external review* - the assigned *IRO* may terminate the *external review* and make a decision to reverse the *adverse benefit determination* or *final internal adverse benefit determination* if this Plan fails to timely provide this information. The *IRO* must notify the *claimant* and Humana within 1 business day of making the decision.

4. If the *IRO* receives any information from the *claimant*, the *IRO* must forward it to Humana within 1 business day. After receiving this information, Humana may reconsider its *adverse benefit determination* or *final internal adverse benefit determination*. If Humana reverses or changes its original determination, Humana must notify the *claimant* and the *IRO*, in writing, within 1 business day. The assigned *IRO* will then terminate the *external review*.

5. The *IRO* will review all information and documents timely received. In reaching a decision, the *IRO* will not be bound by any decisions or conclusions reached during Humana's internal claims and *appeals* process. The *IRO*, to the extent the information or documents are available and the *IRO* considers them appropriate, will consider the following when reaching a determination:
   a. The *claimant's* medical records;
   b. The attending health care professional's recommendation;
   c. Reports from the appropriate health care professional(s) and other documents submitted by Humana, *claimant*, or *claimant's* treating provider;
   d. The terms of the *claimant's* plan to ensure the *IRO's* decision is not contrary, unless the terms are inconsistent with applicable law;
   e. Appropriate practice guidelines, including applicable evidence-based standards that may include practice guidelines developed by the federal government, national or professional medical societies, boards, and associations;
   f. Any applicable clinical review criteria developed and used by this Plan, unless inconsistent with the terms of this Plan or with applicable law; and
   g. The opinion of the *IRO's* clinical reviewer(s) after considering the information described above to the extent the information or documents are available and the reviewer(s) consider them appropriate.

6. The assigned *IRO* must provide written notice of the *final external review decision* within 45 days after receiving the *external review* request to the *claimant* and Humana. The decision notice must contain the following:
   a. A general description of the reason an *external review* was requested, including information sufficient to identify the claim including:
      (1) The date(s) of service;
      (2) The health care provider;
      (3) The claim amount (if applicable); and
      (4) The reason for the previous denial.
   b. The date the *IRO* received assignment to conduct the *external review* and the date of the *IRO* decision;
   c. References to the evidence or documentation considered in reaching the decision, including the specific coverage provisions and evidence-based standards;
   d. A discussion of the principal reason(s) for its decision, including the rationale and any evidence-based standards relied on in making the decision;

e. A statement that the determination is binding except to the extent that other remedies may be available under state or federal law to either Humana or the *claimant*;
f. A statement that judicial review may be available to the *claimant*; and
g. Current contact information, including phone number, for any applicable office of health insurance consumer assistance or ombudsman established under PPACA (*section 2793 of PHSA, as amended*).

7. After a *final external review decision*, the *IRO* must maintain records of all claims and notices associated with the *external review* process for 6 years. An *IRO* must make such records available for examination by the *claimant*, Humana, or state/federal oversight agency upon request, except where such disclosure would violate state or federal privacy laws.

Reversal of this Plan's Decision

If Humana receives notice of a *final external review decision* that reverses the *adverse benefit determination* or *final internal adverse benefit determination*, it must immediately provide coverage or payment for the affected claim(s). This includes authorizing or paying benefits.

EXPEDITED EXTERNAL REVIEW

Request for an Expedited External Review

Expedited *external reviews* are subject to a single level *appeal* process only.

Humana must allow a *claimant* to make a request for an expedited *external review* at the time the *claimant* receives:

1. An *adverse benefit determination* involving a medical condition of the *claimant* for which the time frame for completion of an expedited *internal appeal* under the interim final regulations would seriously jeopardize the life or health of the *claimant*, or would jeopardize the *claimant's* ability to regain maximum function and the *claimant* has filed a request for an expedited *external review*; or

2. A *final internal adverse benefit determination* involving a medical condition where:
   a. The time frame for completion of a standard *external review* would seriously jeopardize the life or health of the *claimant*, or would jeopardize the *claimant's* ability to regain maximum function; or
   b. The *final internal adverse benefit determination* concerns an *admission*, availability of care, continued stay, or health care item or *service* for which the *claimant* received *emergency services*, but has not be discharged from the facility.

A request for an expedited *external review* must be made by a *claimant* by means of written application, by mail (postage prepaid), addressed to:

Humana Grievance and Appeals
P.O. Box 14546
Lexington, KY 40512-4546

Preliminary Review

Humana must determine whether the request meets the reviewability requirements for a standard *external review* immediately upon receiving the request for an expedited *external review*. Humana must immediately send a notice of its eligibility determination regarding the *external review* request that meets the requirements under the Standard External Review, Preliminary Review section.

Referral to an Independent Review Organization (IRO)

If Humana determines that the request is eligible for *external review*, Humana will assign an *IRO* as required under the Standard External Review, Referral to an Independent Review Organization (IRO) section. Humana must provide or transmit all necessary documents and information considered when making the *adverse benefit determination* or *final internal adverse benefit determination* to the assigned *IRO* electronically, by telephone/fax, or any other expeditious method.

The assigned *IRO*, to the extent the information is available and the *IRO* considers it appropriate, must consider the information or documents as outlined for the procedures for standard *external review* described in the Standard External Review, Referral to an Independent Review Organization (IRO) section. The assigned *IRO* is not bound by any decisions or conclusions reached during this Plan's internal claims and *appeals* process when reaching its decision.

Notice of Final External Review Decision

The *IRO* must provide notice of the *final external review decision* as expeditiously as the *claimant's* medical condition or circumstances require, but no more than 72 hours after the *IRO* receives the request for an expedited *external review*, following the notice requirements outlined in the Standard External Review, Referral to an Independent Review Organization (IRO) section. If the notice is not in writing, written confirmation of the decision must be provided within 48 hours to the *claimant* and Humana.

IF YOU HAVE QUESTIONS ON INTERNAL CLAIMS AND APPEALS AND EXTERNAL REVIEW RIGHTS

For more information on *your* internal claims and *appeals* and *external review* rights, *you* can contact the Department of Health and Human Services Health Insurance Assistance Team (HIAT) at 1-888-393-2789.

SECTION 3

ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE

ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE

OPEN ENROLLMENT

Once annually *you* will have a choice of enrolling *yourself* and *your* eligible *dependents* in this Plan. *You* will be notified in advance when the Open Enrollment Period is to begin and how long it will last. If *you* decline coverage for *yourself* or *your dependents* at the time *you* are initially eligible for coverage, *you* will be able to enroll *yourself* and/or eligible *dependents* during the Open Enrollment Period.

EMPLOYEE ELIGIBILITY

You are eligible for coverage if the following conditions are met:

1. *You* are an *employee* who meets the eligibility requirements of the *employer*; and

2. *You* are performing on a regular, full-time basis all customary occupational duties for 30 hours per week at the *employer's* business locations or when required to travel for the *employer's* business purposes. An *employee* shall be deemed at work on each day of a regular paid vacation or a regular non-working holiday; and

3. *You* satisfy the coverage waiting period of 90 calendar days of full-time employment.

Your eligibility date is the date immediately following *your* completion of the waiting period.

EMPLOYEE EFFECTIVE DATE OF COVERAGE

You must enroll in a manner acceptable to *your employer* and Humana.

1. If *your* completed enrollment is received by Humana before *your* eligibility date or within 31 days after *your* eligibility date, *your* coverage is effective on *your* eligibility date;

2. If *your* completed enrollment is received by Humana more than 31 days after *your* eligibility date, *you* are a *late applicant*. *You* will not be eligible for coverage under this Plan until the next annual Open Enrollment Period.

DEPENDENT ELIGIBILITY

Each *dependent* is eligible for coverage on:

1. The date the *employee* is eligible for coverage, if he or she has *dependents* who may be covered on that date; or

2. The date of the *employee's* marriage for any *dependent* acquired on that date; or

3. The date of birth of the *employee's* natural-born child; or

4. The date a child is placed for adoption under the *employee's* legal guardianship, or the date which the *employee* incurs a legal obligation for total or partial support in anticipation of adoption; or

5. The date a covered *employee's* child is determined to be eligible as an alternate recipient under the terms of a medical child support order.

Late enrollment will result in denial of *dependent* coverage until the next annual Open Enrollment Period.

No person may be simultaneously covered as both an *employee* and a *dependent*. If both parents are eligible for coverage, only one may enroll for *dependent* coverage.

DEPENDENT EFFECTIVE DATE OF COVERAGE

If the *employee* wishes to add a *dependent* to this Plan, enrollment must be completed and submitted to Humana.

The *dependent's* effective date of coverage is determined as follows:

1. If the completed enrollment is received by Humana before the *dependent's* eligibility date or within 31 days after the *dependent's* eligibility date, that *dependent* is covered on the date he or she is eligible.

2. If the completed enrollment is received by Humana more than 31 days after the *dependent's* eligibility date, the *dependent* is a *late applicant*. The *dependent* will not be eligible for coverage under this Plan until the next annual Open Enrollment Period.

No *dependent's* effective date will be prior to the covered *employee's* effective date of coverage. If *your dependent* child becomes an eligible *employee* of the *employer*, he or she cannot be covered both as *your dependent* and as an eligible *employee.*

MEDICAL CHILD SUPPORT ORDERS

An individual who is a child of a covered *employee* shall be enrolled for coverage under this Plan in accordance with the direction of a Qualified Medical Child Support Order (QMCSO) or a National Medical Support Notice (NMSN).

A QMCSO is a state court order or judgment, including approval of a settlement agreement that: (a) provides for support of a covered *employee's* child; (b) provides for health care coverage for that child; (c) is made under state domestic relations law (including a community property law); (d) relates to benefits under this Plan; and (e) is "qualified" in that it meets the technical requirements of applicable law. QMCSO also means a state court order or judgment that enforces a state Medicaid law regarding medical child support required by Social Security Act §1908 (as added by Omnibus Budget Reconciliation Act of 1993).

An NMSN is a notice issued by an appropriate agency of a state or local government that is similar to a QMCSO that requires coverage under this Plan for the *dependent* child of a non-custodial parent who is (or will become) a *covered person* by a domestic relations order that provides for health care coverage.

Procedures for determining the qualified status of medical child support orders are available at no cost upon request from the *Plan Administrator*.

SPECIAL PROVISIONS

If *your employer* continues to pay required contributions and does not terminate the Plan, *your* coverage will remain in force for:

1. No longer than the end of the month of a layoff;

2. No longer than end of the month during an approved medical leave of absence;

3. No longer than end of the month during a period of *total disability*.

4. No longer than end of the month during an approved non-medical leave of absence;

5. No longer than end of the month during an approved military leave of absence;

6. No longer than end of the month during part-time status (less than the required full-time hours per week).

REINSTATEMENT OF COVERAGE

If *your* coverage under this Plan was terminated after a period of layoff, *total disability*, approved medical leave of absence, approved non-medical leave of absence, approved military leave of absence (other than USERRA) or during part-time status, and *you* are now returning to work, *your* coverage is effective immediately on the day other *you* return to work.

The waiting period requirement with respect to the reinstatement of *your* coverage after an approved medical or non-medical leave of absence will be waived. The waiting period requirement with respect to the reinstatement of *your* coverage after a layoff, period of *total disability*, approved military leave of absence (other than USERRA) or a return from part-time status will be waived only if *you* are reinstated in 12 months or less.

If *your* coverage under the Plan was terminated due to a period of service in the uniformed services covered under the Uniformed Services Employment and Reemployment Rights Act of 1994, *your* coverage is effective immediately on the day *you* return to work. Eligibility waiting periods will be imposed only to the extent they were applicable prior to the period of service in the uniformed services.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

If *you* are granted a leave of absence (Leave) by the *employer* as required by the Federal Family and Medical Leave Act, *you* may continue to be covered under this Plan for the duration of the Leave under the same conditions as other *employees* covered by this Plan. If *you* choose to terminate coverage during the Leave, or if coverage terminates as a result of nonpayment of any required contribution, coverage may be reinstated on the date immediately following the end of the Leave. Charges incurred after the date of reinstatement will be paid as if *you* had been continuously covered.

EXTENDED BENEFITS

If, on the date *your* coverage terminates under this Plan, *you* or *your* covered *dependents* are *totally disabled* as a result of a covered *bodily injury* or *sickness*, this Plan will continue to provide medical benefits until the earliest of the following:

1. The date *your* physician certifies *you* are no longer *totally disabled*; or

2. The date *you* receive benefits equal to any *maximum benefit* shown on the Schedule of Benefits; or

3. The end of twelve consecutive months immediately following the date of *your* termination of coverage. This period of time is measured from the date *your* coverage is terminated under this Plan, to the same calendar day of the next succeeding months.

The Extended Benefits provision applies only to *covered expenses* for the disabling condition which existed on the date *your* coverage terminated. This Plan must remain in effect.

RETIREE COVERAGE

If *you* are an early *retiree* in the Miami Beach Employees Retirement Plan (MBERP) with 5 years or more of continuous service and meet the retirement age requirement, *you* may elect to continue coverage for *you* and *your* eligible *dependents* provided such coverage was elected at the time of *your* retirement. Please see *your employer* for more details.

SURVIVORSHIP COVERAGE

If the *employee* dies while covered under this Plan, the surviving spouse and any eligible *dependent* children may continue coverage under this Plan under the same provisions as the Miami Beach Employees Retirement Plan (MBERP). If the surviving spouse remarries, coverage under this Plan will terminate. Any *dependents* acquired through the remarriage of the *employee's* surviving spouse will not be eligible for coverage under this Plan.

SPECIAL ENROLLMENT

If *you* previously declined coverage under this Plan for *yourself* or any eligible *dependents*, due to the existence of other health coverage (including COBRA), and that coverage is now lost, this Plan permits *you*, *your dependent* spouse, and any eligible *dependents* to be enrolled for medical benefits under this Plan due to any of the following qualifying events:

1. Loss of eligibility for the coverage due to any of the following:
   a. Legal separation;
   b. Divorce;
   c. Cessation of *dependent* status (such as attaining the limiting age);
   d. Death;
   e. Termination of employment;
   f. Loss of HMO coverage because the individual no longer lives, works or resides in the HMO's *service area*;
   g. Reduction in the number of hours of employment;
   h. Meeting or exceeding a lifetime limit on all benefits;
   i. Plan no longer offering benefits to a class of similarly situated individuals, which includes the *employee;*
   j. Any loss of eligibility after a period that is measured by reference to any of the foregoing.

   However, loss of eligibility does not include a loss due to failure of the individual or the participant to pay premiums on a timely basis or termination of coverage for cause (such as making a fraudulent claim or an intentional misrepresentation of a material fact in connection with the plan).

2. Employer contributions towards the other coverage have been terminated. Employer contributions include contributions by any current or former employer (of the individual or another person) that was contributing to coverage for the individual.

3. COBRA coverage under the other plan has since been exhausted.

The previously listed qualifying events apply only if *you* stated in writing at the previous enrollment the other health coverage was the reason for declining enrollment, but only if *your employer* requires a written waiver of coverage which includes a warning of the penalties imposed on late enrollees.

If *you* are a covered *employee* or an otherwise eligible *employee***,** who either did not enroll or did not enroll *dependents* when eligible, *you* now have the opportunity to enroll *yourself* and/or any previously eligible *dependents* or any newly acquired *dependents* when due to any of the following changes:

1. Marriage;

2. Birth;

3. Adoption or placement for adoption;

4. Loss of eligibility due to termination of Medicaid or State Children’s Health Insurance Program (SCHIP) coverage; or

5. Eligibility for premium assistance subsidy under Medicaid or SCHIP.

You may elect coverage under this Plan and will be considered a *timely applicant* provided completed enrollment is received within 31 days from the qualifying event or 60 days from such event as identified in #4 and #5 above. *You* MUST provide proof that the qualifying event has occurred due to one of the reasons listed before coverage under this Plan will be effective. Coverage under this Plan will be effective the date immediately following the qualifying event, unless otherwise specified in this section.

In the case of a *dependent's* birth, enrollment is effective on the date of such birth.

In the case of a *dependent's* adoption or placement for adoption, enrollment is effective on the date of such adoption or placement for adoption.

If *you* apply more than 31 days after a qualifying event or 60 days from such event as identified in #4 and #5 above, *you* are considered a *late applicant*. *You* will not be eligible for coverage under this Plan until the next annual Open Enrollment Period.

Please see *your employer* for more details.

TERMINATION OF COVERAGE

Coverage terminates on the earliest of the following:

1. The date this Plan terminates;

2. The end of the period for which any required contribution was due and not paid;

3. The end of the calendar month *you* enter full-time military, naval or air service;

4. The end of the calendar month *you* fail to be in an eligible class of persons according to the eligibility requirements of the *employer*;

5. For all *employees*, the end of the calendar month in which *you* terminate employment with *your employer*;

6. For all *employees*, the end of the calendar month *you* retire, unless *you* are eligible for coverage under the Miami Beach Employees Retirement Plan;

7. The end of the calendar month *you* request termination of coverage to be effective for *yourself*;

8. For any benefit, the date the benefit is removed from this Plan;

9. For *your dependents*, the date *your* coverage terminates;

10. For a *dependent* spouse or a *dependent* child for reasons other than meeting the limiting age (i.e. the *dependent* child enters full-time military, naval or air service), the end of the calendar month such *covered person* no longer meets the definition of *dependent*;

11. For a *dependent* child, the end of the *calendar year* such *covered person* no longer meets the definition of *dependent*.

If *you* or any of *your* covered *dependents* no longer meet the eligibility requirements, *you* and *your employer* are responsible for notifying Humana of the change in status. Coverage will not continue beyond the last date of eligibility even if notice has not been given to Humana.

SECTION 4

GENERAL PROVISIONS AND REIMBURSEMENT/ SUBROGATION

GENERAL PROVISIONS

The following provisions are to protect *your* legal rights and the legal rights of this Plan.

PLAN ADMINISTRATION

The *Plan Sponsor* has established and continues to maintain this Plan for the benefit of its *employees* and their eligible *dependents* as provided in this document.

Benefits under this Plan are provided on a self-insured basis, which means that payment for benefits is ultimately the sole financial responsibility of the *Plan Sponsor*. Certain administrative services with respect to this Plan, such as claims processing, are provided under a services agreement. Humana is not responsible, nor will it assume responsibility, for benefits payable under this Plan.

Any changes to this Plan, as presented in this *SPD*, must be properly adopted by the *Plan Sponsor*, and material modifications must be timely disclosed in writing and included in or attached to this document. A verbal modification of this Plan or promise having the same effect made by any person will not be binding with respect to this Plan.

RESCISSION

This Plan will rescind coverage only due to fraud or an intentional misrepresentation of a material fact. Rescission is a cancellation or discontinuance of coverage that has a retroactive effect. A cancellation or discontinuance is not a rescission if the cancellation or discontinuance of coverage has only a prospective effect, or the cancellation or discontinuance of coverage is effective retroactively, to the extent it is attributable to a failure to timely pay premium or costs of coverage.

CONTESTABILITY

This Plan has the right to contest the validity of *your* coverage under the Plan at any time.

RIGHT TO REQUEST OVERPAYMENTS

This Plan reserves the right to recover any payments made by this Plan that were:

1. Made in error; or

2. Made to *you* or any party on *your* behalf where this Plan determines the payment to *you* or any party is greater than the amount payable under this Plan.

This Plan has the right to recover against *you* if this Plan has paid *you* or any other party on *your* behalf.

WORKERS' COMPENSATION NOT AFFECTED

This Plan is not issued in lieu of, nor does it affect any requirement for coverage by any Workers' Compensation or Occupational Disease Act or Law.

WORKERS' COMPENSATION

If benefits are paid by this Plan and this Plan determines *you* received Workers' Compensation for the same incident, this Plan has the right to recover as described under the Reimbursement/Subrogation provision. This Plan will exercise its right to recover against *you* even though:

1. The Workers' Compensation benefits are in dispute or are made by means of settlement or compromise;

2. No final determination is made that *bodily injury* or *sickness* was sustained in the course of, or resulted from, *your* employment;

3. The amount of Workers' Compensation due to medical or health care is not agreed upon or defined by *you* or the Workers' Compensation carrier;

4. The medical or health care benefits are specifically excluded from the Workers' Compensation settlement or compromise.

You hereby agree that, in consideration for the coverage provided by this Plan, *you* will notify Humana of any Workers' Compensation claim *you* make, and that *you* agree to reimburse this Plan as described above.

Pursuant to section 112.18, Florida Statutes, a condition or health impairment caused by tuberculosis, heart disease or hypertension which results in total or partial disability of any firefighter, law enforcement officer or correctional officer employed by any state, municipal, county, port authority, special tax district, or fire control district in the State of Florida may be covered under such employer's workers compensation policy provided that such firefighter, law enforcement or correctional officer passed a physical examination upon entering into such employment which failed to reveal any evidence of such condition or impairment.

MEDICAID

This Plan will not take into account the fact that an *employee* or *dependent* is eligible for medical assistance or Medicaid under state law with respect to enrollment, determining eligibility for benefits, or paying claims.

If payment for Medicaid benefits has been made under a state Medicaid plan for which payment would otherwise be due under this Plan, payment of benefits under this Plan will be made in accordance with a state law which provides that the state has acquired the rights with respect to a covered *employee* to the benefits payment.

CONSTRUCTION OF PLAN TERMS

This Plan has the sole right to construe and prescribe the meaning, scope and application of each and all of the terms of this Plan, including, without limitation, the benefits provided thereunder, the obligations of the *beneficiary* and the recovery rights of this Plan; such construction and prescription by this Plan shall be final and uncontestable.

REIMBURSEMENT/SUBROGATION

The *beneficiary* agrees that by accepting and in return for the payment of *covered expenses* by this Plan in accordance with the terms of this Plan:

1. This Plan shall be repaid the full amount of the *covered expenses* it pays from any amount received from others for the *bodily injuries* or losses which necessitated such *covered expenses*. Without limitation, "amounts received from others" specifically includes, but is not limited to, liability insurance, worker's compensation, uninsured motorists, underinsured motorists, "no-fault" and automobile med-pay payments or recovery from any identifiable fund regardless of whether the *beneficiary* was made whole.

2. This Plan's right to repayment is, and shall be, prior and superior to the right of any other person or entity, including the *beneficiary*.

3. The right to recover amounts from others for the injuries or losses which necessitate *covered expenses* is jointly owned by this Plan and the *beneficiary*. This Plan is subrogated to the *beneficiary's* rights to that extent. Regardless of who pursues those rights, the funds recovered shall be used to reimburse this Plan as prescribed above; this Plan has no obligation to pursue the rights for an amount greater than the amount that it has paid, or may pay in the future. The rights to which this Plan is subrogated are, and shall be, prior and superior to the rights of any other person or entity, including the *beneficiary*.

4. The *beneficiary* will cooperate with this Plan in any effort to recover from others for the *bodily injuries* and losses which necessitate *covered expense* payments by this Plan. The *beneficiary* will notify this Plan immediately of any claim asserted and any settlement entered into, and will do nothing at any time to prejudice the rights and interests of this Plan. Neither this Plan nor the *beneficiary* shall be entitled to costs or attorney fees from the other for the prosecution of the claim.

RIGHT TO COLLECT NEEDED INFORMATION

You must cooperate with Humana and when asked, assist Humana by:

- Authorizing the release of medical information including the names of all providers from whom *you* received medical attention;

- Obtaining medical information and/or records from any provider as requested by Humana;

- Providing information regarding the circumstances of *your sickness* or *bodily injury*;

- Providing information about other insurance coverage and benefits, including information related to any *bodily injury* or *sickness* for which another party may be liable to pay compensation or benefits; and

- Providing information Humana requests to administer this Plan.

Failure to provide the necessary information will result in denial of any pending or subsequent claims, pertaining to a *bodily injury* or *sickness* for which the information is sought, until the necessary information is satisfactorily provided.

DUTY TO COOPERATE IN GOOD FAITH

You are obliged to cooperate with Humana in order to protect this Plan's recovery rights. Cooperation includes promptly notifying Humana that *you* may have a claim, providing Humana relevant information, and signing and delivering such documents as Humana reasonably request to secure this Plan's recovery rights. *You* agree to obtain this Plan's consent before releasing any party from liability for payment of medical expenses. *You* agree to provide Humana with a copy of any summons, complaint or any other process serviced in any lawsuit in which *you* seek to recover compensation for *your bodily injury* or *sickness* and its treatment.

You will do whatever is necessary to enable Humana to enforce this Plan's recovery rights and will do nothing after loss to prejudice this Plan's recovery rights.

You agree that *you* will not attempt to avoid this Plan's recovery rights by designating all (or any disproportionate part) of any recovery as exclusively for pain and suffering.

Failure of the *covered person* to provide Humana such notice or cooperation, or any action by the *covered person* resulting in prejudice to this Plan's rights will be a material breach of this Plan and will result in the *covered person* being personally responsible to make repayment. In such an event, this Plan may deduct from any pending or subsequent claim made under this Plan any amounts the *covered person* owes this Plan until such time as cooperation is provided and the prejudice ceases.

SECTION 5

NOTICES

IMPORTANT NOTICES FOR EMPLOYEES AND SPOUSES AGE 65 AND OVER

Federal law may affect *your* coverage under this Plan. The *Medicare* as Secondary Payer rules were enacted by an amendment to the Social Security Act. Also, additional rules which specifically affect how a large group health plan provides coverage to employees (or their spouses) over age 65 were added to the Social Security Act and to the Internal Revenue Code.

Generally, the health care plan of an employer that has at least 20 employees must operate in compliance with these rules in providing plan coverage to plan participants who have "current employment status" and are *Medicare* beneficiaries, age 65 and over.

Persons who have "current employment status" with an employer are generally employees who are actively working and also persons who are NOT actively working as follows:

- Individuals receiving disability benefits from an employer for up to 6 months; or

- Individuals who retain employment rights and have not been terminated by the employer and for whom the employer continues to provide coverage under this Plan. (For example, employees who are on an approved leave of absence).

If *you* are a person with "current employment status" who is age 65 and over (or the dependent spouse age 65 and over of an *employee* of any age), *your* coverage under this Plan will be provided on the same terms and conditions as are applicable to *employees* (or dependent spouses) who are under the age of 65. *Your* rights under this Plan do not change because *you* (or *your* dependent spouse) are eligible for *Medicare* coverage on the basis of age, as long as *you* have "current employment status" with *your employer*.

You have the option to reject plan coverage offered by *your employer*, as does any eligible *employee*. If *you* reject coverage under *your employer's* Plan, coverage is terminated and *your employer* is not permitted to offer *you* coverage that supplements *Medicare* covered services.

If *you* (or *your* dependent spouse) obtain *Medicare* coverage on the basis of age, and not due to disability or end-stage renal disease, this Plan will consider its coverage to be primary to *Medicare* when *you* have elected coverage under this Plan and have "current employment status".

If *you* have any questions about how coverage under this Plan relates to *Medicare* coverage, please contact *your employer*.

PRIVACY OF PROTECTED HEALTH INFORMATION

This Plan is required by law to maintain the privacy of *your protected health information* in all forms including written, oral and electronically maintained, stored and transmitted information and to provide individuals with notice of this Plan's legal duties and privacy practices with respect to *protected health information*.

This Plan has policies and procedures specifically designed to protect *your* health information when it is in electronic format. This includes administrative, physical and technical safeguards to ensure that *your* health information cannot be inappropriately accessed while it is stored and transmitted to Humana and others that support this Plan.

In order for this Plan to operate, it may be necessary from time to time for health care professionals, the *Plan Administrator*, individuals who perform Plan-related functions under the auspices of the *Plan Administrator*, Humana and other service providers that have been engaged to assist this Plan in discharging its obligations with respect to delivery of benefits, to have access to what is referred to as *protected health information*.

A *covered person* will be deemed to have consented to use of *protected health information* about him or her for the sole purpose of health care operations by virtue of enrollment in this Plan. This Plan must obtain authorization from a *covered person* to use *protected health information* for any other purpose.

Individually identifiable health information will only be used or disclosed for purposes of Plan operation or benefits delivery. In that regard, only the minimum necessary disclosure will be allowed. The *Plan Administrator*, Humana, and other entities given access to *protected health information*, as permitted by applicable law, will safeguard *protected health information* to ensure that the information is not improperly disclosed.

Disclosure of *protected health information* is improper if it is not allowed by law or if it is made for any purpose other than Plan operation or benefits delivery without authorization. Disclosure for Plan purposes to persons authorized to receive *protected health information* may be proper, so long as the disclosure is allowed by law and appropriate under the circumstances. Improper disclosure includes disclosure to the *employer* for employment purposes, *employee* representatives, consultants, attorneys, relatives, etc. who have not executed appropriate agreements effective to authorize such disclosure.

Humana will afford access to *protected health information* in its possession only as necessary to discharge its obligations as a service provider, within the restrictions noted above. Information received by Humana is information received on behalf of this Plan.

Humana will afford access to *protected health information* as reasonably directed in writing by the *Plan Administrator*, which shall only be made with due regard for confidentiality. In that regard, Humana has been directed that disclosure of *protected health information* may be made to the person(s) identified by the *Plan Administrator*.

Individuals who have access to *protected health information* in connection with their performance of Plan-related functions under the auspices of the *Plan Administrator* will be trained in these privacy policies and relevant procedures prior to being granted any access to *protected health information*. Humana and other Plan service providers will be required to safeguard *protected health information* against improper disclosure through contractual arrangements.

In addition, *you* should know that the *employer* / *Plan Sponsor* may legally have access, on an as-needed basis, to limited health information for the purpose of determining Plan costs, contributions, Plan design, and whether Plan modifications are warranted. In addition, federal regulators such as the Department of Health and Human Services and the Department of Labor may legally require access to *protected health information* to police federal legal requirements about privacy.

Covered persons may have access to *protected health information* about them that is in the possession of this Plan, and they may make changes to correct errors. *Covered persons* are also entitled to an accounting of all disclosures that may be made by any person who acquires access to *protected health information* concerning them and uses it other than for Plan operation or benefits delivery. In this regard, please contact the *Plan Administrator*.

Covered persons are urged to contact the originating health care professional with respect to medical information that may have been acquired from them, as those items of information are relevant to medical care and treatment. And finally, *covered persons* may consent to disclosure of *protected health information*, as they please.

CONTINUATION OF MEDICAL BENEFITS

THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1986 (COBRA)

CONTINUATION OF BENEFITS

On April 7, 1986, the Consolidated Omnibus Budget Reconciliation Act (COBRA) was signed into law. This federal law applies to employers with 20 or more employees. The law requires that employers offer employees and/or their dependents continuation of medical coverage at group rates in certain instances where there is a loss of group insurance coverage.

ELIGIBILITY

A qualified beneficiary under COBRA law means an *employee*, *employee's* spouse or *dependent* child covered by this Plan on the day before a qualifying event. A qualified beneficiary under COBRA law also includes a child born to the *employee* during the coverage period or a child placed for adoption with the *employee* during the coverage period.

EMPLOYEE: An *employee* covered by the *employer's* Plan has the right to elect continuation coverage if coverage is lost due to one of the following qualifying events:

- Termination (for reasons other than gross misconduct, as defined by *your employer*) of the *employee's* employment or reduction in the hours of *employee's* employment; or
- Termination of *retiree* coverage when the former *employer* discontinues *retiree* coverage within one year before or one year after filing for Chapter 11 bankruptcy.

SPOUSE: A spouse covered by the *employer's* Plan has the right to elect continuation coverage if the group coverage is lost due to one of the following qualifying events:

- The death of the *employee*;
- Termination of the *employee's* employment (for reasons other than gross misconduct, as defined by *your employer*) or reduction of the *employee's* hours of employment with the *employer*;
- Divorce or legal separation from the *employee*;
- The *employee* becomes entitled to *Medicare* benefits; or
- Termination of a *retiree* spouse's coverage when the former *employer* discontinues *retiree* coverage within one year before or one year after filing for Chapter 11 bankruptcy.

DEPENDENT CHILD: A *dependent* child covered by the *employer's* Plan has the right to continuation coverage if group coverage is lost due to one of the following qualifying events:

- The death of the *employee* parent;
- The termination of the *employee* parent's employment (for reasons other than gross misconduct, as defined by *your employer*) or reduction in the *employee* parent's hours of employment with the *employer*;
- The *employee* parent's divorce or legal separation;
- Ceasing to be a "*dependent* child" under this Plan;

- The *employee* parent becomes entitled to *Medicare* benefits; or
- Termination of the *retiree* parent's coverage when the former *employer* discontinues *retiree* coverage within one year before or one year after filing for Chapter 11 bankruptcy.

LOSS OF COVERAGE

Coverage is lost in connection with the foregoing qualified events, when a covered *employee*, spouse or *dependent* child ceases to be covered under the same Plan terms and conditions as in effect immediately before the qualifying event (such as an increase in the premium or contribution that must be paid for *employee*, spouse or *dependent* child coverage).

If coverage is reduced or eliminated in anticipation of an event (for example, an *employer* eliminating an *employee's* coverage in anticipation of the termination of the *employee's* employment, or an *employee* eliminating the coverage of the *employee's* spouse in anticipation of a divorce or legal separation), the reduction or elimination is disregarded in determining whether the event causes a loss of coverage.

A loss of coverage need not occur immediately after the event, so long as it occurs before the end of the Maximum Coverage Period.

NOTICES AND ELECTION

This Plan provides that coverage terminates for a spouse due to legal separation or divorce or for a child when that child loses *dependent* status. Under the law, the *employee* or qualified beneficiary has the responsibility to inform the *Plan Administrator* (see Plan Description Information) if one of the above events has occurred. The qualified beneficiary must give this notice within 60 days after the event occurs. (For example, an ex-spouse should make sure that the *Plan Administrator* is notified of his or her divorce, whether or not his or her coverage was reduced or eliminated in anticipation of the event). When the *Plan Administrator* is notified that one of these events has happened, it is the *Plan Administrator's* responsibility to notify the *COBRA Service Provider*, who will in turn notify the qualified beneficiary of the right to elect continuation coverage.

For a qualified beneficiary who is determined under the Social Security Act to be disabled at any time during the first 60 days of COBRA coverage, the continuation coverage period may be extended 11 additional months. The disability that extends the 18-month coverage period must be determined under Title II (Old Age, Survivors, and Disability Insurance) or Title XVI (Supplemental Security Income) of the Social Security Act. To be entitled to the extended coverage period, the disabled qualified beneficiary must provide notice to the *COBRA Service Provider* and *Plan Administrator* within the initial 18 month coverage period and within 60 days after the date of the determination of disability under the Social Security Act. Failure to provide this notice will result in the loss of the right to extend the COBRA continuation period.

For termination of employment, reduction in work hours, the death of the *employee*, the *employee* becoming covered by *Medicare* or loss of *retiree* benefits due to bankruptcy, it is the *Plan Administrator's* responsibility to notify the *COBRA Service Provider*, who will in turn notify the qualified beneficiary of the right to elect continuation coverage.

Under the law, continuation coverage must be elected within 60 days after Plan coverage ends, or if later, 60 days after the date of the notice of the right to elect continuation coverage. If continuation coverage is not elected within the 60 day period, the right to elect coverage under this Plan will end.

A covered *employee* or the spouse of the covered *employee* may elect continuation coverage for all covered *dependents*, even if the covered *employee* or spouse of the covered *employee* or all covered *dependents* are covered under another group health plan (as an employee or otherwise) prior to the election. The covered *employee*, his or her spouse and *dependent* child, however, each have an independent right to elect continuation coverage. Thus a spouse or *dependent* child may elect continuation coverage even if the covered *employee* does not elect it.

Coverage will not be provided during the election period. However, if the individual makes a timely election, coverage will be provided from the date that coverage would otherwise have been lost. If coverage is waived before the end of the 60 day election period and the waiver revoked before the end of the 60 day election period, coverage will be effective on the date the election of coverage is sent to the *COBRA Service Provider* or *Plan Administrator*.

On August 6, 2002, The Trade Act of 2002 (TAA), was signed in to law. Workers whose employment is adversely affected by international trade (increased import or shift in production to another country) may become eligible to receive TAA. TAA provides a second 60-day COBRA election period for those who become eligible for assistance under TAA. Pursuant to the Trade Act of 1974, an individual who is either an eligible TAA recipient or an eligible alternative TAA recipient and who did not elect continuation coverage during the 60-day COBRA election period that was a direct consequence of the TAA-related loss of coverage, may elect continuation coverage during a 60-day period that begins on the first day of the month in which he or she is determined to be TAA-eligible individual, provided such election is made not later than 6 months after the date of the TAA-related loss of coverage. Any continuation coverage elected during the second election period will begin with the first day of the second election period and not on the date on which coverage originally lapsed.

TAA created a new tax credit for certain individuals who became eligible for trade adjustment assistance (eligible individuals). Under the new tax provisions, eligible individuals can either take a tax credit or get advance payment of 65% of premiums paid for qualified health insurance, including continuation coverage. If *you* have questions about these new tax provisions, *you* may call the Health Care Tax Credit Customer Contact Center toll-free at 1-866-628-4282. TTD/TTY callers may call toll-free at 1-866-626-4282.

The *Plan Administrator* shall require documentation evidencing eligibility of TAA benefits. The Plan need not require every available document to establish evidence of TAA. The burden for evidencing TAA eligibility is that of the individual applying for coverage under this Plan.

MAXIMUM COVERAGE PERIOD

Coverage may continue up to:

- 18 months for an *employee* and/or *dependent* whose group coverage ended due to termination of the *employee's* employment or reduction in hours of employment;

- 36 months for a spouse whose coverage ended due to the death of the *employee* or *retiree*, divorce, or the *employee* becoming entitled to *Medicare* at the time of the initial qualifying event;

- 36 months for a *dependent* child whose coverage ended due to the divorce of the *employee* parent, the *employee* becoming entitled to *Medicare* at the time of the initial qualifying event, the death of the *employee*, or the child ceasing to be a *dependent* under this Plan;

- For the *retiree*, until the date of death of the *retiree* who is on continuation due to loss of coverage within one year before or one year after the *employer* filed Chapter 11 bankruptcy.

DISABILITY

An 11-month extension of coverage may be available if any of the qualified beneficiaries are determined by the Social Security Administration (SSA) to be disabled. The disability has to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. The qualified beneficiary must provide notice of such determination prior to the end of the initial 18-month continuation period to be entitled to the additional 11 months of coverage. Each qualified beneficiary who has elected continuation coverage will be entitled to the 11-month disability extension if one of them qualifies. If a qualified beneficiary is determined by SSA to no longer be disabled, *you* must notify this Plan of that fact within 30 days after SSA's determination.

SECOND QUALIFYING EVENT

An 18-month extension of coverage will be available to spouses and *dependent* children who elect continuation coverage if a second qualifying event occurs during the first 18 months of continuation coverage. The maximum amount of continuation coverage available when a second qualifying event occurs is 36 months. Such second qualifying event may include the death of a covered *employee*, divorce or separation from the covered *employee*, the covered *employee's* becoming entitled to *Medicare* benefits (under Part A, Part B, or both), or a *dependent* child's ceasing to be eligible for coverage as a *dependent* under this Plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under this Plan if the first qualifying event had not occurred. *You* must notify this Plan within 60 days after the second qualifying event occurs if *you* want to extend *your* continuation coverage.

TERMINATION BEFORE THE END OF MAXIMUM COVERAGE PERIOD

Continuation coverage will terminate before the end of the maximum coverage period for any of the following reasons:

- The *employer* no longer provides group health coverage to any of its *employees*;

- The premium for continuation is not paid timely;

- The individual on continuation becomes covered under another group health plan (as an *employee* or otherwise); however, if the new plan coverage contains any exclusion or limitation with respect to any pre-existing condition, then continuation coverage will end for this reason only after the exclusion or limitation no longer applies or prior creditable coverage satisfies the exclusion or limitation;

NOTE: The federal Health Insurance Portability and Accountability Act of 1996 requires portability of health care coverage effective for plan years beginning after June 30, 1997, an exclusion or limitation under the other group health plan may not apply at all to the qualified beneficiary, depending on the length of his or her prior creditable coverage. Portability means once *you* obtain health insurance, *you* will be able to use evidence of that insurance to reduce or eliminate any pre-existing medical condition limitation period (under certain circumstances) when *you* move from one health plan to another.

- The individual on continuation becomes entitled to *Medicare* benefits;
- If there is a final determination under Title II or XVI of the Social Security Act that an individual is no longer disabled; however, continuation coverage will not end until the month that begins more than 30 days after the determination;
- The occurrence of any event (e.g. submission of a fraudulent claim) permitting termination of coverage for cause under this Plan.

TYPE OF COVERAGE; PREMIUM PAYMENT

If continuation coverage is elected, the coverage must be identical to the coverage provided under the *employer's* Plan to similarly situated non-COBRA beneficiaries. This means that if the coverage for similarly situated non-COBRA beneficiaries is modified, coverage for the individual on continuation will be modified.

The initial premium payment for continuation coverage is due by the 45th day after coverage is elected. The initial premium includes charges back to the date the continuation coverage began. All other premiums are due on the first of the month for which the premium is paid, subject to a 31 day grace period. The *employer* or *COBRA Service Provider* must provide the individual with a quote of the total monthly premium.

Premium for continuation coverage may be increased, however, the premium may not be increased more than once in any determination period. The determination period is a 12 month period which is established by this Plan.

The monthly premium payment to this Plan for continuing coverage must be submitted directly to the *employer* or *COBRA Service Provider*. This monthly premium may include the *employee's* share and any portion previously paid by the *employer*. The monthly premium must be a reasonable estimate of the cost of providing coverage under this Plan for similarly situated non-COBRA beneficiaries. The premium for COBRA continuation coverage may include a 2% administration charge. However, for qualified beneficiaries who are receiving up to 11 months additional coverage (beyond the first 18 months) due to disability extension (and not a second qualifying event), the premium for COBRA continuation coverage may be up to 150% of the applicable premium for the additional months. Qualified beneficiaries who do not take the additional 11 months of special coverage will pay up to 102% of the premium cost.

OTHER INFORMATION

Additional information regarding rights and obligations under this Plan and under federal law may be obtained by contacting the *Plan Administrator* or the *COBRA Service Provider*.

It is important for the *covered person* or qualified beneficiary to keep the *COBRA Service Provider*, *Plan Administrator* and Humana informed of any changes in marital status, or a change of address.

PLAN CONTACT INFORMATION

Benefits Outsource
5599 South University Drive, Suite 201
Davie, FL 33328
Telephone: 954-680-7626

City of Miami Beach
1700 Convention Center Drive
Miami, FL 33139
Telephone: 305-673-7526

Humana Insurance Company
Billing/Enrollment Department
101 E. Main Street
Louisville, KY 40202
Toll-Free: 1-800-872-7207

THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994 (USERRA)

CONTINUATION OF BENEFITS

Effective October 13, 1994 federal law requires that health plans must offer to continue coverage for *employees* who are absent due to service in the uniformed services and/or their *dependents*. Coverage may continue for up to twenty-four (24) months after the date the *employee* is first absent due to uniformed service.

ELIGIBILITY

An *employee* is eligible for continuation under USERRA if absent from employment because of voluntary or involuntary performance of duty in the Armed Forces, Army National Guard, Air National Guard, the commissioned corps of the Public Health Service or any other category of persons designated by the President of the United States of America in a time of war or national emergency. Duty includes absence for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and for the purpose of an examination to determine fitness for duty.

An *employee's dependent* who has coverage under this Plan immediately prior to the date of the *employee's* covered absence are eligible to elect continuation under USERRA.

PREMIUM PAYMENT

If continuation of Plan coverage is elected under USERRA, the *employee* or *dependent* is responsible for payment of the applicable cost of coverage. If the *employee* is absent for 30 days or less, the cost will be the amount the *employee* would otherwise pay for coverage. For absences exceeding 30 days, the cost may be up to 102% of the cost of coverage under this Plan. This includes the *employee's* share and any portion previously paid by the *employer*.

DURATION OF COVERAGE

Elected continuation coverage under USERRA will continue until the earlier of:

- 24 months beginning the first day of absence from employment due to service in the uniformed services; or

- The day after the *employee* fails to apply for, or return to employment, as required by USERRA, after completion of a period of service.

Under federal law, the period of coverage available under USERRA shall run concurrently with the COBRA period available to an *employee* and/or eligible *dependents*.

OTHER INFORMATION

Employees should contact their *employer* with any questions regarding coverage normally available during a military leave of absence or continuation coverage and notify the *employer* of any changes in marital status, or a change of address.

THE WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998 (WHCRA)

If *you* have had or are going to have a mastectomy, *you* may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- All stages of reconstruction of the breast on which the covered mastectomy was performed;
- *Surgery* and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

Contact *your employer* if *you* would like more information on WHCRA benefits.

THE NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT OF 1996

The Newborns' and Mothers' Health Protection Act of 1996 provides that 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). An attending provider is defined as an individual who is licensed under applicable state law to provide maternal or pediatric care and who is directly responsible for providing such care to a mother or newborn child. The definition of attending provider does not include a plan, hospital, managed care organization or other issuer. In any case, plans may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Contact *your employer* if *you* would like more information on The Newborns' and Mothers' Health Protection Act.

PLAN DESCRIPTION INFORMATION

1. Proper Name of Plan: City of Miami Beach Medical Plan

2. *Plan Sponsor*: City of Miami Beach
1700 Convention Center Drive
Miami, FL 33139
Telephone: 305-673-7524

   This Plan is maintained under a collective bargaining agreement. A copy of the agreement may be obtained on written request and is available for examination.

3. *Employer*: City of Miami Beach
1700 Convention Center Drive
Miami, FL 33139
Telephone: 305-673-7526

4. *Plan Administrator* and Named Fiduciary:

   City of Miami Beach
   1700 Convention Center Drive
   Miami, FL 33139
   Telephone: 305-673-7524

5. *Employer* Identification Number: 59-6000372

6. This Plan provides medical and *prescription* drug benefits for participating *employees* and their enrolled *dependents*.

7. Plan benefits described in this booklet are effective January 1, 2014.

8. The *Plan year* is January 1 through December 31 of each year.

9. The fiscal year is October 1 through September 30 of each year.

10. Service of legal process may be served upon the *Plan Administrator* as shown above or the following agent for service of legal process:

    Jose Smith
    City of Miami Beach
    1700 Convention Center Drive
    Miami, FL 33139

11. The *Plan Manager* is responsible for performing certain delegated administrative duties, including the processing of claims. The *Plan Manager* and Claim Fiduciary is:

    Humana Insurance Company
    500 West Main Street
    Louisville, KY 40202
    Telephone: Refer to *your* ID card

12. This is a self-insured and self-administered health benefit plan. The cost of this Plan is paid with contributions shared by the *employer* and *employee*. Benefits under this Plan are provided from the general assets of the *employer* and are used to fund payment of covered claims under this Plan plus administrative expenses. Please see *your employer* for the method of calculating contributions and the funding mechanism used for the accumulation of assets through which benefits are provided under this Plan.

13. Each *employee* of the *employer* who participates in this Plan receives a *Summary Plan Description*, which is this booklet. This booklet will be provided to *employees* by the *employer*. It contains information regarding eligibility requirements, termination provisions, a description of the benefits provided and other Plan information.

14. This Plan's benefits and/or contributions may be modified or amended from time to time, or may be terminated at any time by the *Plan Sponsor*. Significant changes to this Plan, including termination, will be communicated to participants as required by applicable law.

15. Upon termination of this Plan, the rights of the participants to benefits are limited to claims incurred and payable by this Plan up to the date of termination. Plan assets, if any, will be allocated and disposed of for the exclusive benefit of the participating *employees* and their *dependents* covered by this Plan, except that any taxes and administration expenses may be made from this Plan's assets.

16. This Plan does not constitute a contract between the *employer* and any *covered person* and will not be considered as an inducement or condition of the employment of any *employee*. Nothing in this Plan will give any *employee* the right to be retained in the service of the *employer*, or for the *employer* to discharge any *employee* at any time. It is provided, however, that the foregoing will not modify the provisions of any collective bargaining agreement which may be made by the *employer* with the bargaining representative of any *employees*. A copy of the collective bargaining agreement will be made available by the *employer* for review, upon written request.

17. This Plan is not in lieu of and does not affect any requirement for coverage by workers' compensation insurance.

SECTION 6

DEFINITIONS

DEFINITIONS

Italicized terms throughout this *SPD* have the meaning indicated below. Defined terms are italicized wherever found in this *SPD*.

A

Accident means a sudden event that results in a *bodily injury* and is exact as to time and place of occurrence.

Admission means entry into a facility as a registered bed patient according to the rules and regulations of that facility. An *admission* ends when *you* are discharged, or released, from the facility and *you* are no longer registered as a bed patient.

Advanced imaging, for the purpose of this definition, means Magnetic Resonance Imaging (MRI), Magnetic Resonance Angiography (MRA), Positron Emission Tomography (PET), Single Photon Emission Computed Tomography (SPECT) and Computed Tomography (CT) imaging.

Adverse benefit determination means a denial, reduction, or termination, or failure to provide or make payment (in whole or in part) for a benefit, including:

1. A determination based on a *covered person's* eligibility to participate in this Plan;

2. A determination that a benefit is not a covered benefit;

3. The imposition of a pre-existing condition exclusion, source-of-injury exclusion, network exclusion, or other limitation on otherwise covered benefits; or

4. A determination resulting from the application of any utilization review, such as the failure to cover an item or *service* because it is determined to be experimental/investigational or not *medically necessary*.

An *adverse benefit determination* includes any rescission of coverage (whether or not, in connection with the rescission, there is an adverse effect on any particular benefit at that time). Rescission is a cancellation or discontinuance of coverage that has retroactive effect. A cancellation or discontinuance is not a rescission if:

1. The cancellation or discontinuance of coverage has only a prospective effect; or

2. The cancellation or discontinuance of coverage is effective retroactively to the extent it is attributable to a failure to timely pay premium or costs of coverage.

Alternative medicine means an approach to medical diagnosis, treatment or therapy that has been developed or practiced NOT using the generally accepted scientific methods in the United States of America. For purposes of this definition, *alternative medicine* shall include, but is not limited to: acupressure, aromatherapy, ayurveda, biofeedback, faith healing, guided mental imagery, herbal medicine, holistic medicine, homeopathy, hypnosis, macrobiotics, naturopathy, ozone therapy, reflexotherapy, relaxation response, rolfing, shiatsu and yoga.

Ambulance means a professionally operated vehicle, provided by a licensed *ambulance* service, equipped for the transportation of a sick or injured person to or from the nearest medical facility qualified to treat the person's *sickness* or *bodily injury*. Use of the *ambulance* must be *medically necessary* and/or ordered by a *qualified practitioner*.

Ambulatory surgical center means an institution which meets all of the following requirements:

1. It must be staffed by physicians and a medical staff which includes registered nurses;

2. It must have permanent facilities and equipment for the primary purpose of performing *surgery*;

3. It must provide continuous physicians' *services* on an outpatient basis;

4. It must admit and discharge patients from the facility within a 24-hour period;

5. It must be licensed in accordance with the laws of the jurisdiction where it is located. It must be operated as an *ambulatory surgical center* as defined by those laws;

6. It must not be used for the primary purpose of terminating pregnancies, or as an office or clinic for the private practice of any physician or dentist.

Appeal (or ***internal appeal***) means review by this Plan of an *adverse benefit determination*.

B

Behavioral health means *mental health services* and *substance abuse services*.

Beneficiary means *you* and *your* covered *dependent(s)*, or legal representative of either, and anyone to whom the rights of *you* or *your* covered *dependent(s)* may pass.

Bodily injury means bodily damage other than a *sickness*, including all related conditions and recurrent symptoms. However, bodily damage resulting from infection or muscle strain due to athletic or physical activity is considered a *sickness* and not a *bodily injury*.

C

Calendar year means a period of time beginning on January 1 and ending on December 31.

Claimant means a *covered person* (or authorized representative) who files a claim.

COBRA Service Provider means a provider of COBRA administrative services retained by Humana or the *employer* to provide specific COBRA administrative services.

Complications of pregnancy means:

1. Conditions whose diagnoses are distinct from pregnancy but adversely affected by pregnancy or caused by pregnancy. Such conditions include: acute nephritis, nephrosis, cardiac decompensation, hyperemesis gravidarum, puerperal infection, toxemia, eclampsia and missed abortion;

2. A non-elective cesarean section surgical procedure;

3. Terminated ectopic pregnancy; or

4. Spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible.

Complications of pregnancy do not mean:

1. False labor;

2. Occasional spotting;

3. Prescribed rest during the period of pregnancy;

4. Conditions associated with the management of a difficult pregnancy but which do not constitute distinct *complications of pregnancy*; or

5. An elective cesarean section.

Concurrent care decision means a decision by this Plan to reduce or terminate benefits otherwise payable for a course of treatment that has been approved by this Plan (other than by Plan amendment or termination) or a decision with respect to a request by a *claimant* to extend a course of treatment beyond the period of time or number of treatments that has been approved by this Plan.

Concurrent review means the process of assessing the continuing *medical necessity*, appropriateness, or utility of additional days of *hospital confinement*, outpatient care, and other health care *services*.

Confinement or ***confined*** means *you* are admitted as a registered bed patient in a *hospital* or a *qualified treatment facility* as the result of a *qualified practitioner's* recommendation. It does not mean detainment in observation status.

Copayment means the specified dollar amount that *you* must pay to a provider for certain medical *covered expenses* regardless of any amounts that may be paid by this Plan as shown in the Medical Schedule of Benefits section.

Copayment limit means the amount of *copayments* that must be paid by a *covered person*, either individually or combined as a covered family, per year before *copayments* are no longer required for the remainder of that year.

Cosmetic surgery means *surgery* performed to reshape structures of the body in order to change *your* appearance or improve self-esteem.

Court-ordered means involuntary placement in *behavioral health* treatment as a result of a judicial directive.

Covered expense means *medically necessary services* incurred by *you* or *your* covered *dependents* for which benefits may be available under this Plan, subject to any *maximum benefit* and all other terms, provisions, limitations and exclusions of this Plan.

Covered person means the *employee* or any of the *employee's* covered *dependents* enrolled for benefits provided under this Plan.

Custodial care means *services* provided to assist in the activities of daily living which are not likely to improve *your* condition. Examples include, but are not limited to, assistance with dressing, bathing, preparation and feeding of special diets, transferring, walking, taking medication, getting in and out bed and maintaining continence. These *services* are considered *custodial care* regardless if a *qualified practitioner* or provider has prescribed, recommended or performed the *services*.

D

Dental injury means an injury to a *sound natural tooth* caused by a sudden, violent, and external force that could not be predicted in advance and could not be avoided.

Dependent means a covered *employee's*:

1. Legally recognized spouse;

2. Domestic partner; domestic partners are individuals of the same or opposite gender, who live together in a long-term relationship of indefinite duration, with an exclusive mutual commitment in which the partners agree to be jointly responsible for each other's common welfare and share financial obligations. The partners may not be related by blood to a degree of closeness which would prohibit legal marriage in the state in which they legally reside;

3. Natural blood related child, step-child, legally adopted child or child placed with the *employee* for adoption, child for which the *employee* has legal guardianship or child of a domestic partner whose age is less than the limiting age.

   The limiting age for each *dependent* child is the end of the year he or she attains the age of 30 years. *Your* child is covered to age 26 regardless if the child is:
   a. Married;
   b. A tax dependent;
   c. A student;
   d. Employed;
   e. Residing with or receives financial support from *you*; or
   f. Eligible for other coverage through employment.

   Dependents age 26 and older must not be eligible for other coverage through employment.

4. A covered *employee's* child whose age is less than the limiting age and is entitled to coverage under the provisions of this Plan because of a medical child support order;

5. Grandchild of an *employee's* covered *dependent*, up to 18 months as long as *dependent* parent is a covered *dependent.*

You must furnish satisfactory proof, upon request, to Humana that the above conditions continuously exist. If satisfactory proof is not submitted to Humana, the child's coverage will not continue beyond the last date of eligibility.

A covered *dependent* child who attains the limiting age while covered under this Plan will remain eligible for benefits if all of the following exist at the same time:

1. Permanently mentally disabled or permanently physically handicapped;

2. Incapable of self-sustaining employment;

3. The child meets all of the qualifications of a *dependent* as determined by the United States Internal Revenue Service;

4. Declared on and legally qualify as a *dependent* on the *employee's* federal personal income tax return filed for each year of coverage; and

5. Unmarried.

You must furnish satisfactory proof to Humana that the above conditions continuously exist on and after the date the limiting age is reached. Humana may not request such proof more often than annually after two years from the date the first proof was furnished. If satisfactory proof is not submitted to Humana, the child's coverage will not continue beyond the last date of eligibility.

Diabetes equipment means blood glucose monitors, including monitors designed to be used by blind individuals, insulin infusion pumps and associated accessories, insulin infusion devices and podiatric appliances for the prevention of complications associated with diabetes.

Diabetes self-management training means the training provided to a *covered person* after the initial diagnosis of diabetes for care and management of the condition including nutritional counseling and use of *diabetes equipment* and supplies. It also includes training when changes are required to the self-management regime and when new techniques and treatments are developed.

Diabetes supplies means test strips for blood glucose monitors, visual reading and urine test strips, lancets and lancet devices, insulin and insulin analogs, injection aids, syringes, prescriptive and non-prescriptive oral agents for controlling blood sugar levels, glucagon emergency kits and alcohol swabs.

Durable medical equipment (DME) means equipment that is *medically necessary* and able to withstand repeated use. It must also be primarily and customarily used to serve a medical purpose and not be generally useful to a person except for the treatment of a *bodily injury* or *sickness*.

E

***Emergency* (true)** means an acute, sudden onset of a *sickness* or *bodily injury* which is life threatening or will significantly worsen without immediate medical or surgical treatment.

Employee means *you*, as an *employee*, when *you* are permanently employed and paid a salary or earnings at *your employer's* place of business, or *you* as a former *employee*, who is now a *retiree* as determined by *your employer*, except with regards to eligibility.

Employer means the sponsor of this Group Plan or any subsidiary(s).

Expense incurred means the fee charged for *services* provided to *you*. The date a *service* is provided is the *expense incurred* date.

Experimental, investigational or for research purposes means a drug, biological product, device, treatment or procedure that meets any one of the following criteria, as determined by this Plan:

1. Cannot be lawfully marketed without the final approval of the United States Food and Drug Administration (FDA) and which lacks such final FDA approval for the use or proposed use, unless:

    a. Found to be accepted for that use in the most recently published edition of Clinical Pharmacology, Micromedex DrugDex, National Comprehensive Cancer Network Drugs and Biologics Compendium, and the American Hospital Formulary Service (AHFS) Drug Information for drugs used to treat cancer, and is determined to be covered by this Plan (for additional details, go to www.humana.com, click on "Humana Websites for Providers" along the left hand side of the page, then click "Medical Coverage Policies" under Critical Topics, then click "Medical Coverage Policies" and search for Clinical Trials and Off-Label and Off-Evidence); or

    b. Found to be accepted for that use in the most recently published edition of the Micromedex DrugDex or AHFS Drug Information for non-cancer drugs, and is determined to be covered by this Plan (for additional details, go to www.humana.com, click on "Humana Websites for Providers" along the left hand side of the page, then click "Medical Coverage Policies" under Critical Topics, then click "Medical Coverage Policies" and search for Clinical Trials and Off-Label and Off-Evidence); or

    c. Identified by this Plan as safe, widely used and generally accepted as effective for that use as reported in nationally recognized peer reviewed medical literature published in the English language as of the date of service;

2. Is a device required to receive Premarket Approval (PMA) or 510K approval by the FDA but has not received a PMA or 510K approval;

3. Is not identified as safe, widely used and generally accepted as effective for the proposed use as reported in nationally recognized peer reviewed medical literature published in the English language as of the date of service;

4. Is the subject of a National Institute of Health (NIH) Phase I, II or III trial or a treatment protocol comparable to a NIH Phase I, II or III trial, or any trial not recognized by NIH regardless of phase, except for:

    a. Clinical trials approved by this Plan (for additional details, go to www.humana.com, click on "Humana Websites for Providers" along the left hand side of the page, then click "Medical Coverage Policies" under Critical Topics, then click "Medical Coverage Policies" and search for Clinical Trials and Off-Label and Off-Evidence); or

    b. Transplants, in which case this Plan would approve requests for *services* that are the subject of a NIH Phase II, Phase III or higher when transplant *services* are appropriate for the treatment of the underlying disease;

5. Is identified as not covered by the Centers for Medicare and Medicaid Services (CMS) Medicare Coverage Issues Manual, a CMS Operational Policy Letter or a CMS National Coverage Decision, except as required by federal law and excluding transplants.

External review means a review of an *adverse benefit determination* (including a *final internal adverse benefit determination*) conducted pursuant to the federal *external review* process or an applicable state *external review* process.

F

Family member means *you* or *your* spouse, or *you* or *your* spouse's child, brother, sister, parent, grandchild or grandparent.

Final external review decision means a determination by an *independent review organization* at the conclusion of an *external review*.

Final internal adverse benefit determination means an *adverse benefit determination* that has been upheld by this Plan at the completion of the *internal appeals* process (or an *adverse benefit determination* with respect to which the internal appeals process has been exhausted under the deemed exhaustion rules).

Functional impairment means a direct and measurable reduction in physical performance of an organ or body part.

H

Hospital means an institution which:

1. Maintains permanent full-time facilities for bed care of resident patients;

2. Has a physician and surgeon in regular attendance;

3. Provides continuous 24 hour a day nursing *services*;

4. Is primarily engaged in providing diagnostic and therapeutic facilities for medical or surgical care of sick or injured persons;

5. Is legally operated in the jurisdiction where located; and

6. Has surgical facilities on its premises or has a contractual agreement for surgical *services* with an institution having a valid license to provide such surgical *services*; or

7. Is a lawfully operated *qualified treatment facility* certified by the First Church of Christ Scientist, Boston, Massachusetts.

Hospital does not include an institution which is principally a rest home, skilled nursing facility, convalescent home or home for the aged. *Hospital* does not include a place principally for the treatment of *mental health* or *substance abuse*.

I

Independent review organization (or IRO) means an entity that conducts independent *external reviews* of *adverse benefit determinations* and *final internal adverse benefit determinations*.

Intensive outpatient means outpatient *services* providing:

1. Group therapeutic sessions greater than one hour a day, three days a week;

2. *Behavioral health* therapeutic focus;

3. Group sessions centered on cognitive behavioral constructs, social/occupational/educational skills development and family interaction;

4. Additional emphasis on recovery strategies, monitoring of participation in 12-step programs and random drug screenings for the treatment of *substance abuse*; and

5. *Qualified practitioner* availability for medical and medication management.

Intensive outpatient program does <u>not</u> include services that are for:

1. *Custodial care*; or

2. Day care.

L

Late applicant means an *employee* and/or an *employee's* eligible *dependent* who applies for medical coverage more than 31 days after the eligibility date.

Lifetime maximum benefit means the maximum amount of benefits available while *you* are covered under this Plan.

M

Maintenance care means any *service* or activity which seeks to prevent *bodily injury* or *sickness*, prolong life, promote health or prevent deterioration of a *covered person* who has reached the maximum level of improvement or whose condition is resolved or stable.

Maximum allowable fee for a *service* means the lesser of:

1. The fee charged by the provider for the *services*;

2. The fee that has been negotiated with the provider whether directly or through one or more intermediaries or shared savings contracts for the *services*;

3. The fee established by this Plan by comparing rates from one or more regional or national databases or schedules for the same or similar *services* from a geographical area determined by this Plan;

4. The fee based upon rates negotiated by this Plan or other payors with one or more *participating providers* in a geographic area determined by this Plan for the same or similar *services*;

5. The fee based upon the provider's cost for providing the same or similar *services* as reported by such provider in its most recent publicly available *Medicare* cost report submitted to the Centers for Medicare and Medicaid Services (CMS) annually; or

6. The fee based on a percentage determined by this Plan of the fee *Medicare* allows for the same or similar *services* provided in the same geographic area.

Note: The bill *you* receive for *services* from *non-participating providers* may be significantly higher than the *maximum allowable fee*. In addition to *copayments*, *you* are responsible for the difference between the *maximum allowable fee* and the amount the provider bills *you* for the *services*. Any amount *you* pay to the provider in excess of the *maximum allowable fee* will not apply to *your copayment limit*.

Maximum benefit means the maximum amount that may be payable for each *covered person*, for *expense incurred*. The applicable *maximum benefit* is shown in the Medical Schedule of Benefits section. No further benefits are payable once the *maximum benefit* is reached.

Medically necessary or medical necessity means the extent of *services* required to diagnose or treat a *bodily injury* or *sickness* which is known to be safe and effective by the majority of *qualified practitioners* who are licensed to diagnose or treat that *bodily injury* or *sickness*. Such *services* must be:

1. Performed in the least costly setting required by *your* condition;

2. Not provided primarily for the convenience of the patient or the *qualified practitioner*;

3. Appropriate for and consistent with *your* symptoms or diagnosis of the *sickness* or *bodily injury* under treatment;

4. Furnished for an appropriate duration and frequency in accordance with accepted medical practices, and which are appropriate for *your* symptoms, diagnosis, *sickness* or *bodily injury*; and

5. Substantiated by the records and documentation maintained by the provider of *service*.

Medicare means a program of medical insurance for the aged and disabled, as established under Title 18 of the Social Security Act of 1965, as amended.

Mental health means a mental, nervous, or emotional disease or disorder of any type as classified in the Diagnostic and Statistical Manual of Mental Disorders, regardless of the cause or causes of the disease or disorder.

Morbid obesity (clinically severe obesity) means a body mass index (BMI) as determined by a *qualified practitioner* as of the date of *service* of:

1. 40 kilograms or greater per meter squared (kg/m^2); or

2. 35 kilograms or greater per meter squared (kg/m^2) with an associated comorbid condition such as hypertension, type II diabetes, life-threatening cardiopulmonary conditions; or joint disease that is treatable, if not for the obesity.

N

Non-participating provider means a *hospital*, *qualified treatment facility*, *qualified practitioner* or any other health *services* provider who has <u>not</u> entered into an agreement with the *Plan Manager* to provide *participating provider services* or has <u>not</u> been designated by the *Plan Manager* as a *participating provider*.

O

Off-evidence drug indications mean indications for which there is a lack of sufficient evidence for safety and/or efficacy for a particular medication.

Off-label drug indications mean prescribing of an FDA-approved medication for a use or at a dose that is not included in the product indications or labeling. This term specifically refers to drugs or dosages used for diagnoses that are not approved by the FDA and may or may not have adequate medical evidence supporting safety and efficacy. Off-label prescribing of traditional drugs is a common clinical practice and many off-label uses are effective, well documented in peer reviewed literature and widely employed as standard of care treatments.

Orthotic means a custom-fitted or custom-made braces, splints, casts, supports and other devices used to support, align, prevent, or correct deformities or to improve the function of movable parts of the body when prescribed by a *qualified practitioner*.

P

Partial hospitalization means services provided by a *hospital* or *qualified treatment facility* in which patients do not reside for a full 24-hour period:

1. For a comprehensive and intensive interdisciplinary psychiatric treatment for minimum of 5 hours a day, 5 days per week;

2. That provides for social, psychological and rehabilitative training programs with a focus on reintegration back into the community and admits children and adolescents who must have a treatment program designed to meet the special needs of that age range; and

3. That has physicians and appropriately licensed *mental health* and *substance abuse* practitioners readily available for the emergent and urgent care needs of the patients.

The *partial hospitalization* program must be accredited by the Joint Commission of the Accreditation of Hospitals or in compliance with an equivalent standard.

Licensed drug abuse rehabilitation programs and alcohol rehabilitation programs accredited by the Joint Commission on the Accreditation of Health Care Organizations or approved by the appropriate state agency are also considered to be *partial hospitalization* services.

Partial hospitalization does not include *services* that are for *custodial care* or day care.

Participating provider means a *hospital*, *qualified treatment facility*, *qualified practitioner* or any other health *services* provider who has entered into an agreement with, or has been designated by, Humana to provide specified *services* to all *covered persons.*

Pharmacist means a person who is licensed to prepare, compound and dispense medication and who is practicing within the scope of his or her license.

Pharmacy means a licensed establishment where *prescription* medications are dispensed by a *pharmacist*.

Plan Administrator means City of Miami Beach.

Plan Manager means Humana Insurance Company (HIC). The *Plan Manager* provides services to the *Plan Administrator*, as defined under the Plan Management Agreement. The *Plan Manager* is not the *Plan Administrator* or the *Plan Sponsor*.

Plan Maximum Out-of-Pocket Limit means the maximum amount of any *PAR provider covered expenses*, including medical *deductibles*, *coinsurance* amounts and *copayments* and *prescription* drug *copayments*, that must be paid by *you*, either individually or combined as a covered family, per *calendar year* before a benefit percentage for *PAR provider covered expenses* will be increased. The *PAR provider out-of-pocket limit* and the *prescription drug out-of-pocket limit* apply toward the *Plan maximum out-of-pocket limit*. Once the *plan maximum out-of-pocket limit* is met, any remaining *PAR provider* medical *out-of-pocket limit* or *prescription drug out-of-pocket limit* will be waived for the remainder of the *year*. Any applicable *precertification* penalties do not apply to the *plan maximum out-of-pocket limit*.

Plan Sponsor means City of Miami Beach.

Plan year means a period of time beginning on the Plan anniversary date of any year and ending on the day before the same date of the succeeding year.

Post-service claim means any claim for a benefit under a group health plan that is not a *pre-service claim*.

Preadmission testing means only those outpatient x-ray and laboratory tests made within seven days before *admission* as a registered bed patient in a *hospital*. The tests must be for the same *bodily injury* or *sickness* causing the patient to be *hospital confined*. The tests must be accepted by the *hospital* in lieu of like tests made during *confinement*. *Preadmission testing* does not mean tests for a routine physical check-up.

Precertification (also known as "*preauthorization*") means the process of assessing the *medical necessity*, appropriateness, or utility of proposed non-emergency *hospital admission*s, surgical procedures, outpatient care, and other health care *services*.

Predetermination of benefits means a review by Humana of a *qualified practitioner's* treatment plan, specific diagnostic and procedure codes and expected charges prior to the rendering of *services*.

Prescription means a direct order for the preparation and use of a drug, medicine or medication. The drug, medicine or medication must be obtainable only by *prescription*. The *prescription* must be given to a *pharmacist* verbally, electronically or in writing by a *qualified practitioner* for the benefit of and use by a *covered person*. The *prescription* must include at least:

1. *Your* name;

2. The type and quantity of the drug, medicine or medication prescribed, and the directions for its use;

3. The date the *prescription* was prescribed; and

4. The name and address of the prescribing *qualified practitioner*.

Pre-service claim means a claim with respect to which the terms of the Plan condition receipt of a Plan benefit, in whole or in part, on approval of the benefit by Humana in advance of obtaining medical care.

Primary Care Physician (PCP) means a *participating provider* who is a family practice physician, pediatrician, doctor of internal medicine or general practitioner. The *primary care physician* is responsible for providing initial and primary care *services* to *covered persons*, maintaining the continuity of medical care and helping to direct *covered persons* to a *specialist*.

Protected health information means individually identifiable health information about a *covered person*, including: (a) patient records, which includes but is not limited to all health records, physician and provider notes and bills and claims with respect to a *covered person*; (b) patient information, which includes patient records and all written and oral information received about a *covered person*; and (c) any other individually identifiable health information about *covered persons*.

Provider contract means a legally binding agreement between Humana and a *participating provider* that includes a provider payment arrangement.

Q

Qualified practitioner means a practitioner, professionally licensed by the appropriate state agency to diagnose or treat a *bodily injury* or *sickness*, and who provides *services* within the scope of that license.

Qualified treatment facility means only a facility, institution or clinic duly licensed by the appropriate state agency, and is primarily established and operating within the scope of its license.

R

Residential treatment facility means an institution which:

1. Is licensed as a 24-hour residential facility for *mental health* and *substance abuse* treatment, although not licensed as a *hospital*;

2. Provides a multidisciplinary treatment plan in a controlled environment, with periodic supervision of a physician or a Ph.D. psychologist; and

3. Provides programs such as social, psychological and rehabilitative training, age appropriate for the special needs of the age group of patients, with focus on reintegration back into the community.

Residential treatment is utilized to provide structure, support and reinforcement of the treatment required to reverse the course of behavioral deterioration.

Retiree means *you* as a former *employee*, who meets the requirements for retirement as determined by *your employer*.

S

Services mean procedures, surgeries, examinations, consultations, advice, diagnosis, referrals, treatment, tests, supplies, drugs, devices or technologies.

Service area means the geographic area designated by Humana, or as otherwise agreed upon between the *Plan Sponsor* and Humana. A description of the *service area* is provided in the provider directories.

Sickness means a disturbance in function or structure of *your* body which causes physical signs or symptoms and which, if left untreated, will result in a deterioration of the health state of the structure or system(s) of *your* body.

Sound natural tooth means a tooth that:

1. Is organic and formed by the natural development of the body (not manufactured);

2. Has not been extensively restored;

3. Has not become extensively decayed or involved in periodontal disease; and

4. Is not more susceptible to injury than a whole natural tooth.

Specialty drug means a drug, medicine or medication used as a specialized therapy developed for chronic, complex *sicknesses* or *bodily injuries*. *Specialty drugs* may:

1. Require nursing services or special programs to support patient compliance;

2. Require disease-specific treatment programs;

3. Have limited distribution requirements; or

4. Have special handling, storage or shipping requirements.

Specialist means a *qualified practitioner* who has received training in a specific medical field other than those listed as primary care.

Substance abuse means the abuse of, or psychological or physical dependence on, or addiction to alcohol or a controlled substance.

Summary Plan Description (SPD) means this document which outlines the benefits, provisions and limitations of this Plan.

Surgery means excision or incision of the skin or mucosal tissues, or insertion for exploratory purposes into a natural body opening. This includes insertion of instruments into any body opening, natural or otherwise, done for diagnostic or other therapeutic purposes.

T

Timely applicant means an *employee* and/or an *employee's* eligible *dependent* who applies for medical coverage within 31 days of the eligibility date.

Total disability *or* ***totally disabled*** means:

1. During the first twelve months of disability *you* or *your* employed covered spouse are at all times prevented by *bodily injury* or *sickness* from performing each and every material duty of *your* respective job or occupation;

2. After the first twelve months, *total disability* or *totally disabled* means that *you* or *your* employed covered spouse are at all times prevented by *bodily injury* or *sickness* from engaging in any job or occupation for wage or profit for which *you* or *your* employed covered spouse are reasonably qualified by education, training or experience;

3. For a non-employed spouse or a child, *total disability* or *totally disabled* means the inability to perform the normal activities of a person of similar age and gender.

A *totally disabled* person also may not engage in any job or occupation for wage or profit.

U

Urgent care claim means any claim for medical care or treatment when the time periods for making non-urgent care determinations:

1. Could seriously jeopardize the life or health of the *claimant* or the ability of the *claimant* to regain maximum function; or

2. In the opinion of the physician with knowledge of the *claimant's* medical condition, would subject the *claimant* to severe pain that cannot be adequately managed without the care or treatment recommended.

Utilization review means the process of assessing the *medical necessity*, appropriateness, or utility of *hospital admissions*, surgical procedures, outpatient care, and other health care *services*. *Utilization review* includes *precertification* and *concurrent review*.

Y

You and your means *you* as the *employee* and any of *your* covered *dependents*, unless otherwise indicated.

SECTION 7

PRESCRIPTION DRUG BENEFIT

PRESCRIPTION DRUG BENEFIT

All defined terms used in this Prescription Drug Benefit section have the same meaning given to them in the Definitions section of this *SPD*, unless otherwise specifically defined below.

DEFINITIONS

The following definitions are used in this Prescription Drug Benefit section:

Brand name medication means a drug, medicine or medication that is manufactured and distributed by only one pharmaceutical manufacturer, or any drug product that has been designated as brand name by an industry-recognized source used by Humana.

Copayment (*prescription* drug) means the amount to be paid by *you* toward the cost of each separate *prescription* or refill of a covered *prescription* drug when dispensed by a *pharmacy*.

Cost share means any *copayment* and/or percentage amount that *you* must pay per *prescription* drug or refill.

Dispensing limit means the monthly drug dosage limit and/or the number of months the drug usage is usually needed to treat a particular condition, as determined by Humana.

Generic medication means a drug, medicine or medication that is manufactured, distributed, and available from a pharmaceutical manufacturer and identified by the chemical name, or any drug product that has been designated as generic by an industry-recognized source used by Humana.

Legend drug means any medicinal substance the label of which, under the Federal Food, Drug and Cosmetic Act, is required to bear the legend: "Caution: Federal Law Prohibits dispensing without prescription".

Mail order pharmacy means a *pharmacy* that provides covered *mail order pharmacy* services, as defined by Humana, and delivers covered *prescriptions* or refills through the mail to *covered persons*.

Non-participating pharmacy means a *pharmacy* that has NOT signed a direct agreement with Humana or has NOT been designated by Humana to provide covered *pharmacy* services, covered *specialty pharmacy* services or covered *mail order pharmacy* services as defined by Humana, to *covered persons*, including covered *prescriptions* or refills delivered to *your* home.

Off-evidence drug indications mean indications for which there is a lack of sufficient evidence for safety and/or efficacy for a particular medication.

Off-label drug indications mean prescribing of an FDA-approved medication for a use or at a dose that is not included in the product indications or labeling. This term specifically refers to drugs or dosages used for diagnoses that are not approved by the FDA and may or may not have adequate medical evidence supporting safety and efficacy. Off-label prescribing of traditional drugs is a common clinical practice and many off-label uses are effective, well documented in peer reviewed literature and widely employed as standard of care treatments.

Orphan drug means a drug or biological used for the diagnosis, treatment, or prevention of rare diseases or conditions, which:

- Affects less than 200,000 persons in the United States; or
- Affects more than 200,000 persons in the United States, however, there is no reasonable expectation that the cost of developing the drug and making it available in the United States will be recovered from the sales of that drug in the United States.

Participating pharmacy means a *pharmacy* that has signed a direct agreement with Humana or has been designated by Humana to provide covered *pharmacy* services, covered *specialty pharmacy* services or covered *mail order pharmacy* services as defined by Humana, to *covered persons*, including covered *prescriptions* or refills delivered to *your* home.

Pharmacist means a person who is licensed to prepare, compound and dispense medication and who is practicing within the scope of his or her license.

Pharmacy means a licensed establishment where *prescription* medications are dispensed by a *pharmacist*.

Prescription means a direct order for the preparation and use of a drug, medicine or medication. The *prescription* must be given by a *qualified practitioner* to a *pharmacist* for *your* benefit and used for the treatment of a *sickness* or *bodily injury* which is covered under this plan or for drugs, medicines or medications on the Women's Healthcare Drug List. The drug, medicine or medication must be obtainable only by *prescription* or must be obtained by *prescription* for drugs, medicines or medications on the Women's Healthcare Drug List. The *prescription* must be given to a *pharmacist* verbally, electronically or in writing by a *qualified practitioner*. The *prescription* must include at least:

- *Your* name;
- The type and quantity of the drug, medicine or medication prescribed, and the directions for its use;
- The date the *prescription* was prescribed; and
- The name and address of the prescribing *qualified practitioner*.

Prior authorization means the required prior approval from Humana for the coverage of *prescription* drugs, medicines and medications, including the dosage, quantity and duration, as appropriate for the *covered person's* diagnosis, age and sex. Certain *prescription* drugs, medicines or medications may require *prior authorization*. Visit Humana's Website at www.humana.com or call the customer service telephone number on *your* identification card to obtain a list of *prescription* drugs, medicines and medications that require *prior authorization*.

Self-administered injectable drug means an FDA approved medication which a person may administer to himself/herself by means of intramuscular, intravenous, or subcutaneous injection, and is intended for use by *you*.

Specialty drug means a drug, medicine, medication or biological used as a specialized therapy developed for chronic, complex *sicknesses* or *bodily injuries*. *Specialty drugs* may:

- Require nursing services or special programs to support patient compliance;
- Require disease-specific treatment programs;
- Have limited distribution requirements; or
- Have special handling, storage or shipping requirements.

Specialty pharmacy means a *pharmacy* that provides covered *specialty pharmacy* services, as defined by Humana, to *covered persons*.

Step therapy means a type of *prior authorization*. This Plan may require *you* to follow certain steps prior to this Plan's coverage of some high-cost drugs, medicines or medications. This Plan may require *you* to try a similar drug, medicine or medication that has been determined to be safe, effective and less costly for most people with *your* condition. Alternatives may include over-the-counter drugs, *generic medications* and *brand-name medications*.

SCHEDULE OF PRESCRIPTION DRUG BENEFITS

Additional drug information can be obtained by accessing Humana's website at www.humana.com or calling Humana customer service at 1-888-357-6767.

You are responsible for the following:

RETAIL PHARMACY AND SPECIALTY PHARMACY	
Generic Medications	$5 *copayment* per *prescription* or refill per 30 day supply
Brand Name Medications	$5 *copayment* per *prescription* or refill per 30 day supply
Self-administered Injectable Drugs	50% *cost share* up to a maximum of $41.66 per *prescription* or refill per 30 day supply
Drugs, Medicines or Medications on the Women's Healthcare Drug List (with a *prescription* from a *qualified practitioner)* and Non-Oral Contraceptives	No *cost share*
Flu & Pneumonia Immunizations	No *cost share*
Non-oral Contraceptives	No *cost share*

Some retail *pharmacies* and *specialty pharmacies* participate in a program which allows *you* to receive a 90-day supply of a *prescription* or refill. *Your* cost is three (3) times the applicable retail *pharmacy* and *specialty pharmacy copayments* as outlined above. *Self-administered injectable drugs* or *specialty drugs* may be limited to a 30 day supply from a retail *pharmacy* or *specialty pharmacy*, as determined by this Plan.

MAIL ORDER PHARMACY	
Up to a 90 day supply of a *prescription* or refill received from a *mail order pharmacy*	Three (3) times the applicable *copayments* outlined under Retail Pharmacy and Specialty Pharmacy
Drugs, Medicines or Medications on the Women's Healthcare Drug List (with a *prescription* from a *qualified practitioner*)	No *cost share*
Non-oral Contraceptives	No *cost share*
Self-administered Injectable Drugs	50% *cost share* up to a maximum of $41.66 per *prescription* or refill per 90 day supply
Self-administered injectable drugs or *specialty drugs* received from a *mail order pharmacy* may be limited to a 30 day supply, as determined by this Plan.	

OFFICE ADMINISTERED SPECIALTY DRUGS	
Up to a 30 day supply of a *prescription* or refill for office administered *specialty drugs*, dispensed directly to the *qualified practitioner's* office through Humana's preferred *specialty pharmacy* vendor *Specialty drugs* administered in a *qualified practitioner's* office do not include *self-administered injectable drugs.*	No *cost share*

PRESCRIPTION DRUG ANNUAL OUT-OF-POCKET LIMIT

After a *covered person* has made *prescription* drug *copayments* equal to $2,500 in a *calendar year*, no further *prescription* drug *copayments* must be made by that *covered person* for the remainder of that year. After a covered family makes *prescription* drug *copayments* equal to $5,000 in a *calendar year*, no further *prescription* drug *copayments* must be made by that covered family for the remainder of that year.

ADDITIONAL PRESCRIPTION DRUG BENEFIT INFORMATION

This Prescription Drug Benefit Plan requires the use of *generic medications* only. If an *employee*/eligible *dependent* chooses to purchase a *brand name medication*, and an equivalent *generic medication* is available, he/she must pay the difference in cost between the *brand name medication* and *generic medication* plus any applicable *generic medication copayment* regardless of who is requesting the *brand name medication*. If the *qualified practitioner* indicates on the *prescription* "dispense as written", the drug will be dispensed as such however, the *employee*/eligible *dependent* will still be required to pay the difference in cost between the *brand name medication* and the *generic medication* plus any applicable *generic medication copayment*.

Participating Pharmacy

When a *participating pharmacy* is used and *you* do not present *your* I.D. card at the time of purchase, *you* must pay the *pharmacy* the full retail price and submit the *pharmacy* receipt to Humana at the address listed below. *You* will be reimbursed at 100% of billed charges after the charge has been reduced by the applicable *cost share*.

Mail *pharmacy* receipts to:

Humana Claims Office
Attention: Pharmacy Department
P.O. Box 14601
Lexington, KY 40512-4601

Non-participating Pharmacy

If *you* received the *prescription* at a *non-participating pharmacy*, the *prescription* is NOT eligible for coverage.

PRIOR AUTHORIZATION

Some *prescription* drugs may be subject to *prior authorization*. To verify if a *prescription* drug requires *prior authorization*, call Humana customer service at 1-888-357-6767 or visit Humana's website at www.humana.com.

STEP THERAPY

Some *prescription* drugs may be subject to the *step therapy* process. Call Humana customer service at 1-888-357-6767 or visit Humana's website at www.humana.com for more information.

DISPENSING LIMITS

Some *prescription* drugs may be subject to *dispensing limits*. To verify if a *prescription* drug has *dispensing limits*, call Humana customer service at 1-888-357-6767 or visit Humana's website at www.humana.com.

RETAIL PHARMACY AND SPECIALTY PHARMACY

Your Plan provisions include a retail *prescription* drug benefit. *You* will receive an identification (ID) card which includes *your* name, group number and *your* effective date.

Present *your* ID card at a *participating pharmacy* when purchasing a *prescription*. *Prescriptions* dispensed at a retail *pharmacy* or *specialty pharmacy* are limited to the day supply per *prescription* or refill as shown on the Schedule of Prescription Drug Benefits.

MAIL ORDER PHARMACY

Your prescription drug coverage also includes *mail order pharmacy* benefits, allowing participants an easy and convenient way to obtain *prescription* drugs.

Mail order pharmacy prescriptions will only be filled with the quantity prescribed by *your qualified practitioner* and are limited to the day supply per *prescription* or refill as shown on the Schedule of Prescription Drug Benefits.

Additional *mail order pharmacy* information can be obtained by calling Humana customer service at 1-888-357-6767 or visit Humana's website at www.humana.com.

OFFICE ADMINISTERED SPECIALTY DRUGS

Your qualified practitioner has access to *specialty drugs* used to treat chronic conditions. These drugs can be ordered by *your qualified practitioner* specifically for *you* through Humana's preferred *specialty pharmacy* vendor for administration in his/her office setting. This allows *your qualified practitioner* a cost effective and convenient way to obtain high cost, high tech specialty medications and injectables. Additional information can be obtained by calling Humana customer service at 1-888-357-6767 or visit Humana's website at www.humana.com.

PRESCRIPTION DRUG COST SHARING

Prescription drug benefits are payable for covered *prescription expenses incurred* by *you* and *your* covered *dependents*. Benefits for expenses made by a *pharmacy* are payable as shown on the Schedule of Prescription Drug Benefits.

You are responsible for:

- Any and all *cost share*, when applicable;
- The cost of medication not covered under this Prescription Drug Benefit Plan;
- The cost of any quantity of medication dispensed in excess of the day supply noted on the Schedule of Prescription Drug Benefits.

If the dispensing *pharmacy's* charge is less than the *copayment*, *you* will be responsible for the lesser amount. The amount paid by Humana to the dispensing *pharmacy* may not reflect the ultimate cost to Humana for the drug. *Your copayment* is made on a per *prescription* or refill basis and will not be adjusted if Humana or *your employer* receives any retrospective volume discounts or *prescription* drug rebates.

PRESCRIPTION DRUG COVERAGE

Because Humana is continually updating which *prescription* drugs are approved or not approved for coverage, *you* must call Humana customer service at 1-888-357-6767 or visit Humana's website at www.humana.com to verify whether a *prescription* drug is covered or not covered under this Prescription Drug Benefit Plan.

Please follow the directions below when accessing Humana's website:

1. Go to Humana's website (www.humana.com) and log-in as a Registered Member;

2. Click on the "Doctors & RX" drop down box located at the top of the page;

3. Click "Pharmacy Tools";

4. Click "Prescription Benefits" to get details about the *prescription* drug benefits under *your* Plan, including specific out-of-pocket costs; OR

5. Click "Printable Drug Lists and Forms" to view or download *your drug list*; OR

6. Click "Drug Pricing" and search for a drug by name, health condition or alphabetically to receive an estimated retail or mail order *pharmacy* drug price.

Covered *prescription* drugs, medicine or medications must:

1. Be prescribed by a *qualified practitioner* for the treatment of a *sickness* or *bodily injury*; and

2. Be dispensed by a *pharmacist*.

Prescription drug expenses covered under this Prescription Drug Benefit are not covered under any other provisions of the Plan. Any amount in excess of the maximum amount provided under the Prescription Drug Benefit is not covered under any other provision of the Plan.

Any *expenses incurred* under provisions of this Prescription Drug Benefit section when received by a *participating pharmacy* apply towards the *Plan maximum out-of-pocket limit* outlined in the Medical Schedule of Benefits section. Any *expenses incurred* under provisions of this Prescription Drug Benefit section are not covered under any medical benefits. Any *expenses incurred* under *your* medical benefits are not covered under any *prescription drug* benefits.

Humana may decline coverage of a specific *prescription* or, if applicable, *drug list* inclusion of any and all drugs, medicines or medications until the conclusion of a review period not to exceed six (6) months following FDA approval for the use and release of the drug, medicine or medication into the market.

PRESCRIPTION DRUG LIMITATIONS

Expense incurred will not be payable for the following:

1. Any drug, medicine, medication or supply not approved for coverage under this Prescription Drug Benefit Plan (call Humana customer service at 1-888-357-6767 or visit Humana's website at www.humana.com to verify whether a *prescription* drug is covered or not covered under this Prescription Drug Benefit Plan). A discount card is available for use on *prescription* drugs not covered under this Plan;

2. *Legend drugs* which are not deemed *medically necessary* by a *qualified practitioner*;

3. Charges for the administration or injection of any drug;

4. Any drug, medicine or medication labeled "Caution-limited by federal law to investigational use," or any drug, medicine or medication that is *experimental, investigational or for research purposes*, even though a charge is made to *you*;

5. Any drug, medicine or medication that is consumed or injected at the place where the *prescription* is given, or dispensed by the *qualified practitioner*;

6. *Prescriptions* that are to be taken by or administered to the *covered person*, in whole or in part, while he or she is a patient in a facility where drugs are ordinarily provided by the facility on an inpatient basis. Inpatient facilities include, but are not limited to:
   a. *Hospital*;
   b. Skilled nursing facility; or
   c. Hospice facility.

7. Any drug prescribed, except:
   a. FDA approved drugs utilized for FDA approved indications; or
   b. FDA approved drugs utilized for *off-label drug indications* recognized in at least one compendia reference or peer-reviewed medical literature deemed acceptable to this Plan.

8. *Off-evidence drug indications*;

9. *Prescription* refills:
   a. In excess of the number specified by the *qualified practitioner*; or
   b. Dispensed more than one year from the date of the original order.

10. Any drug for which a charge is customarily not made;

11. Therapeutic devices or appliances, including, but not limited to: hypodermic needles and syringes (except needles and syringes for use with insulin and covered *self-administered injectable drugs*, whose coverage is approved by this Plan); support garments; test reagents; mechanical pumps for delivery of medications; and other non-medical substances;

12. Dietary supplements (except enteral formulas and nutritional supplements for the treatment of phenylketonuria (PKU) or other inherited metabolic disease); nutritional products; fluoride supplements; minerals; herbs; and vitamins (except pre-natal vitamins, including greater than one milligram of folic acid, and pediatric multi-vitamins with fluoride);

13. Drug delivery implants;

14. Injectable drugs, including but not limited to: immunizing agents; biological sera; blood; blood plasma; or *self-administered injectable drugs* or *specialty drugs* not covered under this Prescription Drug Benefit Plan;

15. Any drug prescribed for a *sickness* or *bodily injury* not covered under this Plan;

16. Any portion of a *prescription* or refill that exceeds the day supply as shown on the Schedule of Prescription Drug Benefits;

17. Any drug, medicine or medication received by the *covered person*:
    a. Before becoming covered under this Plan; or
    b. After the date the *covered person's* coverage under this Plan has ended.

18. Any costs related to the mailing, sending, or delivery of *prescription* drugs;

19. Any intentional misuse of this benefit including *prescriptions* purchased for consumption by someone other than the *covered person*;

20. Any *prescription* or refill for drugs, medicines, or medications that are lost, stolen, spilled, spoiled, or damaged;

21. Repackaged drugs;

22. Any drug or medicine that is:
    a. Lawfully obtainable without a *prescription* (over-the-counter drugs), except insulin; or
    b. Available in *prescription* strength without a *prescription*.

23. Any drug or biological that has received designation as an *orphan drug*, unless approved by this Plan;

24. Any amount *you* paid for a *prescription* that has been filled, regardless of whether the *prescription* is revoked or changed due to adverse reaction or change in dosage or *prescription;*

25. Any portion of a *prescription* or refill that exceeds the drug specific *dispensing limit*, is dispensed to a *covered person* whose age is outside the drug specific age limits, is refilled early or exceeds the duration-specific *dispensing limit*;

26. Any drug for which *prior authorization* or *step therapy* is required and not obtained;

27. Based on the dosage schedule prescribed by the *qualified practitioner*, more than one *prescription* or refill for the same drug or therapeutic equivalent medication prescribed by one or more *qualified practitioners* and dispensed by one or more *pharmacies* until *you* have used, or should have used, at least 75% of the previous *prescription* or refill. If the drug or therapeutic equivalent medication is purchased through a *mail order pharmacy*, until *you* have used, or should have used, at least 66% of the previous *prescription* or refill. If the drug or therapeutic equivalent medication is purchased through a retail *pharmacy* or *specialty pharmacy* that participates in the program which allows *you* to receive a 90 day supply of a *prescription* or refill at a retail *pharmacy* or *specialty pharmacy*, until *you* have used, or should have used, at least 66% of the previous *prescription* or refill;

28. *Prescriptions* filled at a *non-participating pharmacy*.

Administered by:

Humana

Humana Insurance Company
500 West Main Street
Louisville, KY 40202

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