

# Insurance Policy

Point of Service Plan (POS)



Priority Health Insurance Company,

A subsidiary of Priority Health

**CANCELLATION**

**PROVISIONS**

**Cancellation during first 10 days.** During a period of 10 days after the date the policyholder receives the policy, the policyholder may cancel the policy and receive from the insurer a prompt refund of any premium paid for the policy, including a policy fee or other charge, by mailing or otherwise surrendering the policy to the insurer together with a written request for cancellation. If a policyholder or purchaser pursuant to such notice returns the policy or contract to the company or association at its home or branch office or to the agent through whom it was purchased, it shall be void from the beginning and the parties shall be in the same position as if no policy or contract had been issued.

**Cancellation after 10 days.** A policyholder may cancel the policy after the first 10 days following receipt of the policy by giving written notice to the insurer effective upon receipt or on a later date as may be specified in the notice. In the event of cancellation, the insurer shall promptly refund to the policyholder the excess of paid premium above the pro rata premium for the expired time. Cancellation is without prejudice to any claim originating prior to the effective date of cancellation.

**Cancellation during the first 30 days.** During a period of 30 days after the date the policyholder receives the policy, the policyholder may cancel the policy and receive from the insurer a prompt refund of any premium paid for the policy, including a policy fee or other charge, by mailing or otherwise surrendering the policy to the insurer together with a written request for cancellation. If a policyholder or purchaser pursuant to such notice returns the policy or contract to the company or association at its home or branch office or to the agent through whom it was purchased, it shall be void from the beginning and the parties shall be in the same position as if no policy or contract had been issued.

**Cancellation after 30 days.** A policyholder may cancel the policy after the first 30 days following receipt of the policy by giving written notice to the insurer effective upon receipt or on a later date as may be specified in the notice. In the event of cancellation, the insurer shall promptly refund to the policyholder the excess of paid premium above the pro rata premium for the expired time. Cancellation is without prejudice to any claim originating prior to the effective date of cancellation.

## Table of Contents

### POS Insurance Policy

<b>SECTION 1. ABOUT THIS POLICY</b>	<b>3</b>
<b>SECTION 2. OBTAINING COVERED SERVICES</b>	<b>3</b>
<b>SECTION 3. ELIGIBILITY</b>	<b>9</b>
<b>SECTION 4. ENROLLMENT</b>	<b>11</b>
<b>SECTION 5. EFFECTIVE DATES OF COVERAGE</b>	<b>13</b>
<b>SECTION 6. COVERD AND NON-COVERED SERVICES</b>	<b>13</b>
<b>SECTION 7. LIMITATIONS</b>	<b>56</b>
<b>SECTION 8. MEMBER RIGHTS AND RESPONSIBILITIES</b>	<b>57</b>
<b>SECTION 9. CLAIMS PROVISIONS</b>	<b>58</b>
<b>SECTION 10. TERMINATION OF COVERAGE</b>	<b>61</b>
<b>SECTION 11. INQUIRY AND GRIEVANCE PROCEDURES</b>	<b>63</b>
<b>SECTION 12. CONTINUATION, CONVERSION OR EXTENSION OF BENEFITS</b>	<b>64</b>
<b>SECTION 13. COORDINATION OF BENEFITS</b>	<b>71</b>
<b>SECTION 14. MEDICARE AND OTHER FEDERAL OR STATE GOVERNMENT PROGRAMS</b>	<b>74</b>
<b>SECTION 15. DEFINITIONS</b>	<b>75</b>
<b>SECTION 16. GENERAL PROVISIONS</b>	<b>79</b>
<b>SECTION 17. NOTICE OF PRIVACY PRACTICES</b>	<b>80</b>

## INSURANCE POLICY –

### PRIORITY HEALTH INSURANCE COMPANY – POINT OF SERVICE PLAN

#### Policy Delivered in Michigan – 2010

Read this entire Policy carefully. It is a contract that describes the rights and obligations of Members and Priority Health. It is your responsibility to understand the terms and conditions of your health benefits contained in this Policy.

In some circumstances certain medical services are not Covered or may require prior approval by Priority Health.

NOTE: You are responsible for those Copayments, Deductibles, Coinsurance and any amount over Reasonable and Customary listed in the Schedule of Benefits.

#### SECTION 1. About This Policy

This Policy is part of the Agreement between Priority Health and the Group. The Agreement sets the terms and conditions of Coverage. This Policy describes the health care services that are Covered for Members.

This Policy only Covers Non-Occupational Injuries and Non-Occupational Illnesses, and it only Covers Medically/Clinically Necessary services or supplies that are furnished while a person is a Member. It replaces and supersedes any Policy we might have issued in the past.

Words that are capitalized in this Policy are special terms that are defined in Section 14. The terms “we,” “us” and “our” refer to Priority Health. The terms “you,” “your” and “yourself” refer to the Member, whether enrolled with Priority Health as a Subscriber or Covered Dependent. “Group” refers to the Subscriber’s employer or other entity through which you have obtained Coverage under this Policy.

If you have any questions about Coverage, first contact the Group. If you need more help, contact our Customer Service Department at:

Customer Service Department, MS 1165  
1231 E. Beltline NE  
Grand Rapids, MI 49525-4501  
616 464-8830 or 888 389-6645  
or  
on our website at [priorityhealth.com](http://priorityhealth.com)

#### SECTION 2. Obtaining Covered Services

IMPORTANT: To receive benefits under the Preferred Benefits level you must choose a Primary Care Provider (PCP) and follow the rules described in this Section 2.

##### A. Primary Care Provider (PCP).

###### **Your PCP arranges your medical care.**

Your PCP may be a family practitioner, a general practitioner, an internal medicine specialist, a pediatrician, an obstetrician/gynecologist, a nurse practitioner or a physician assistant. He or she provides your primary health care, and coordinates such services as, among other things, ordering of lab tests and x-rays, prescribing medicines or therapies, and arranging hospitalization. We will only Cover services that your PCP provides or refers and that we approve, unless we tell you otherwise in this Policy.

We recommend you talk with your PCP about any issues concerning your medical care, and contact your PCP before you receive medical services, except in a Medical Emergency. Your PCP also refers you to and consults with Specialist Providers, Participating Providers, and Non-Participating Providers when necessary. If the standard of care treatment (medically appropriate treatment) for your condition is not available from a Participating Provider, your PCP will ask Priority Health for approval to refer you to a Non-Participating Provider. All referrals to or services received from Non-Participating Providers (providers not listed in our provider directory) must be prior approved by us. Referral by your PCP is not sufficient for Coverage of services received from Non-Participating Providers. If you do not receive written approval from Priority Health prior to obtaining Covered services from a Non-Participating Provider, the services will be Covered at the Alternate Benefits level. A copy of the Priority Health Provider Directory is available by calling our Customer Service Department or on our website at [priorityhealth.com](http://priorityhealth.com).

### Choosing a PCP

When you enroll, we will give you a list of PCPs to choose from. You will also find a list of PCPs to choose from on our website at *priorityhealth.com*. If you are the Subscriber, you must choose a PCP for yourself from that list. If you are a Covered Dependent, the Subscriber must choose a PCP for you from that list. Each member of the Subscriber's family may have a different PCP, if desired. Until a PCP is chosen, you will only have Coverage under the Preferred Benefits level for Medical Emergencies and the Alternate Benefit level will apply for all other Covered Services. If you need help choosing a PCP, call our Customer Service Department at 616 464-8830 or 888 389-6645.

### Changing a PCP

You can voluntarily change your PCP (and the Subscriber may change the PCP of a minor or a Member who is incapable of choosing a PCP) by filling out and turning in a change form to us. If you need a change form, or you need help filling it out, contact our Customer Service Department. You can also change your PCP by contacting our Customer Service Department by phone or in the member center on our website at *priorityhealth.com*. The change will take effect on the first day of the month after we receive your request except for a change to a pediatrician, which will be effective immediately. A PCP change cannot be made while you are in the Hospital.

When you change your PCP, your medical treatment must be re-approved by your new PCP in order to receive benefits at the Preferred Benefits level.

### B. Establishing and Maintaining a Provider-Patient Relationship.

It is important that you establish and maintain a good relationship with your PCP and other Health Professionals. We require your PCP and other Participating Providers to discuss with you all treatment options available to you, regardless of benefit coverage limitations. Don't expect your PCP and other Participating Providers to inform you when services have limitations or are excluded from Coverage. Your Policy provides you with this information and our Customer Service Department can help you with any questions.

If you do not choose a PCP (or if you are a minor or incapacitated Member and do not have a PCP selected for you), all of the Covered Services you receive (other than services for a Medical Emergency) will be paid at the Alternate Benefits level. Covered Services you receive will be paid at the Alternate Benefit level unless they are coordinated by a PCP.

If you cannot maintain a good relationship with a Participating Provider, we can do any of the following:

- (1) ask you to choose another PCP;
- (2) select another PCP for you;
- (3) arrange for your PCP to refer you to another Participating Provider; or
- (4) terminate your Coverage.

If you cannot maintain a satisfactory provider-patient relationship with Participating Providers, we can terminate your Coverage "for cause." Termination for cause is explained in Section 10.C.

### C. Referrals.

At times you may need services from another Participating Provider, including a Specialist Provider, or a Non-Participating Provider. Participating Providers are those listed in the Priority Health Provider Directory; a provider is a Non-Participating Provider if he or she is not listed in the provider directory.

You do not need approval from your PCP or from Priority Health to seek services at a Participating Physician's office. Participating Physician's are listed in the provider directory.

Your PCP does not need approval from Priority Health to refer to a Participating Provider, except for a few specific services that are listed at the end of this subsection. Services with a Non-Participating Provider are Covered at the Preferred Benefits level when the standard of care treatment (medically appropriate treatment) for your condition is not available from a Participating Provider. All referrals to or services received from Non-Participating Providers (providers not listed in our provider directory) must be prior approved by us. Referral by your PCP is not sufficient for Coverage of services received from Non-Participating Providers. If you do not receive written approval from Priority Health prior to obtaining Covered services from a Non-Participating Provider, the services will be Covered at the Alternate Benefits level. Covered services you receive in excess of the services that we approved are also paid at the Alternate Benefits level. You may call our Customer Service Department at 616 464-8830 or 888 389-6645 to find out if a provider is participating or non-participating and to find out if we have approved a referral to a Non-Participating Provider.

NOTE: Sometimes your PCP or other Participating Physician may refer you for or suggest a service that we do not Cover. Just because your PCP or other Participating Physician refers you or suggests the service does not mean you will have Coverage for that service. For example: Bite splints used for dental purposes are excluded from Coverage. If your doctor recommends a bite splint for a dental purpose, Coverage for a bite splint will not be provided even if the bite splint could prevent the need for more costly Covered Services. Remember – If you receive services that we do not Cover, you must pay for those services.

### **A Second Medical Opinion**

A second medical opinion from a specialist may be appropriate for certain health conditions and proposed surgeries. Requests for second opinions must be initiated by your PCP (not a Specialist Provider). We will Cover, at the Preferred Benefits level, second medical opinions requested by your PCP from Participating Providers having skills and training substantially similar to those of the Physician making the original treatment recommendation.

If no Participating Provider is available and your PCP documents the need for a second opinion, we may Cover a second medical opinion from a Non-Participating Provider at the Preferred Benefits level if approved by us before the second opinion is obtained. Any tests, procedures, treatments or surgeries recommended by the consulting provider must be performed by a Participating Provider to receive benefits at the Preferred Benefits level unless we approve the services in advance.

Priority Health may also require a second opinion from a specialist chosen by Priority Health. A second medical opinion may be needed to assist us in determining whether services or supplies are Medically/Clinically Necessary according to Priority Health's medical and behavioral health policies or adopted criteria.

### **Required Prior Approval from Priority Health**

Certain services and supplies that Health Professionals recommend or provide to you must receive prior approval from Priority Health before they can be Covered.

General Services categories for which prior approval from Priority Health is required:

- (1) All inpatient services.
- (2) Certain outpatient services.
- (3) Referrals to Non-Participating Providers (Participating Providers are those listed in the Priority Health Provider Directory; a provider is Non-Participating if he or she is not listed in the Provider Directory).
- (4) Durable medical equipment over \$1,000 and all rentals.
- (5) Prosthetics and orthotics over \$1,000, all rentals and all shoe inserts.
- (6) All behavioral health services (including mental health services, substance abuse services, feeding and eating disorders).
- (7) Certain stimulators.
- (8) Certain high-tech radiology examinations, including positron-emission tomography (PET) scans, magnetic resonance imaging (MRI), computed tomography (CT scans) and nuclear cardiology studies.
- (9) Selected injectable drugs in certain categories.
- (10) All home health care, including home infusion services and hospice.
- (11) Enteral and parenteral feedings.
- (12) Experimental or investigational services.
- (13) Transplant and evaluations for transplant.
- (14) Genetic testing.
- (15) Clinical trials for cancer care.
- (16) Comprehensive pain and headache programs.

NOTE: Travel outside of the Service Area after 34 weeks gestation also requires prior approval from Priority Health.

The list of services that require prior approval from Priority Health may be updated frequently throughout the Contract Year as new technology and standards of care emerge. A current detailed list is available by calling our Customer Service Department or on our website at [priorityhealth.com](http://priorityhealth.com).

See Section 2.G for the steps of the prior approval process, including how to confirm coverage before receiving services and supplies.

#### **D. Termination of Provider's Participation.**

Priority Health or a Participating Provider can terminate a Participating Provider's contract or limit the number of Members a Participating Provider will accept as patients. We do not promise that you will be able to receive services from a specific Participating Provider the whole time you are Covered by us. But we will notify you if your PCP or Specialty Care Physician is no longer a Participating Provider. In such cases, you must agree to choose another PCP, and we can help if needed. If you choose or are assigned another PCP, you must have all medical treatment you are currently receiving re-approved by your new PCP in order to receive benefits at the Preferred Benefits level.

If you are being actively treated (or are hospitalized) at the time a Participating Provider's contract with us is terminated, and the provider is able to continue treating you, you may continue to be treated by this provider until your treatment is completed or until Priority Health has made arrangements for another provider to provide the services. In addition, if, at the time a Participating Provider's contract with us is terminated, you are undergoing treatment for a chronic or disabling condition, or are in the second or third trimester of pregnancy, you may continue to see this provider for up to 90 days, or through completion of postpartum care. This paragraph does not apply if the Participating Provider's contract with Priority Health has been terminated for quality of care reasons.

Any provider you use in addition to your PCP may also stop being a Participating Provider. If that happens, we recommend you contact your PCP for another referral. Otherwise, we may not Cover any services you receive from the provider at the Preferred Benefits level.

We will assist you in finding another Participating Provider and in receiving care during the transition if your Participating Provider's contract with us is terminated. If you have any questions please call our Customer Service Department at 616 464-8830 or 888 389-6645.

#### **E. Non-Emergent Care After Regular Office Hours.**

Your PCP must have telephone coverage 24 hours a day, 7 days a week. If you become Ill or are Injured after regular office hours, we recommend you call your PCP's office and tell them you are a Member of Priority Health. Your PCP or a Participating Provider who is taking calls for your PCP may give advice over the phone, prescribe medicine or therapy, ask you to come into the office, or refer you to an emergency room or another Participating Provider to receive care.

#### **F. Medical Emergency or Urgent Care.**

You have Coverage for Medical Emergency care and Urgent Care services. The rules for that Coverage depend on whether you receive care inside or outside of the Service Area and whether the care is for a Medical Emergency or an Urgent Care situation.

NOTE: If you are confined in a Hospital after a Medical Emergency, you (or someone on your behalf) must let your PCP and Priority Health know about your confinement as soon as it is reasonably possible to provide that notice. If you do not notify us, you may only have Coverage at the Preferred Benefits level until your condition has stabilized and not for follow-up care.

##### **(1) Inside the Service Area.**

If you have a Medical Emergency, seek medical help immediately. You can receive emergency room Coverage at the Preferred Benefits level in any Medical Emergency. But if you use an emergency room for care your PCP could have given, or for a medical concern that is not a Medical Emergency, we will not Cover the cost.

When you need Urgent Care services, you must try to contact your PCP's office before you obtain those services for the services to be paid at the Preferred Benefits level. Otherwise, the services you receive will be paid at the Alternate Benefits level. Your PCP will tell you either to go to his or her office or to another Participating Provider's office. If after several attempts you cannot reach your PCP's office and your problem requires Urgent Care, go to a participating Urgent Care Center or Participating Hospital emergency room. Present your ID Card at the Urgent Care Center and be prepared to pay the required Copayment or Deductible. Afterward, contact your PCP's office for follow-up care for benefits to be paid at the Preferred Benefits level. Do not return to the emergency room for follow-up care that can be provided by your PCP unless it is for a Medical Emergency.

Remember, if you use an emergency room for care that is not for a Medical Emergency, you must pay for the services. If you use an Urgent Care Center for care that is not urgent, your costs will be paid at the Alternate Benefits level.

The following are Covered Services within the Service Area:

- (a) Services and supplies that you receive for a Medical Emergency (see the definition in Section 15(28)).
- (b) Services and supplies that you receive for any condition that, following our review of the proper medical records, we determine to have required Urgent Care at the time you received the services and supplies.
- (c) Hospitalization for a Medical Emergency in a facility that is a Non-Participating Provider, until, in our determination, it is appropriate for you to be transferred to a Participating Provider (for Coverage at the Preferred Benefits level).

We will Cover Medically/Clinically Necessary Covered services or supplies you receive from a Non-Participating Provider for a situation that is not a Medical Emergency or does not require Urgent Care at the Alternate Benefits level, unless we have given approval for those services or supplies, including any follow-up care after a Covered emergency.

If you receive Medical Emergency or Urgent Care services, you must contact your PCP's office as soon as reasonably possible after you receive the services to allow your PCP to arrange follow up treatment with a Participating Provider to be Covered under the Preferred Benefits level. If you do not tell your PCP about the Medical Emergency or Urgent Care services, we will not Cover follow up care at the Preferred Benefits level, unless you can show it was not reasonably possible to notify your PCP. Except for emergency services, any services received from a Non-Participating Provider must be prior approved by us and your PCP to be Covered at the Preferred Benefits level.

(2) Outside the Service Area.

- (a) If you are temporarily out of the Service Area.

If you become Ill or are Injured while you are temporarily away from the Service Area, we will Cover care for Medical Emergencies and Urgent Care at the Preferred Benefits level.

Services and supplies for Medical Emergencies and Urgent Care situations that you receive outside the Service Area are Covered at the Preferred Benefits level, if:

- (i) You could not reasonably have expected, before you left the Service Area, to need the services and supplies; and
- (ii) It would be hazardous to your health to wait for those services and supplies until you could reasonably return to receive them from a Participating Provider.

If you have a Medical Emergency, seek medical help immediately at the nearest facility. You can receive emergency room Coverage at the Preferred Benefits level in any Medical Emergency.

If you need Urgent Care services when you are outside of the Service Area, you must try to contact your PCP's office before you obtain those services for payment at the Preferred Benefits level. Otherwise, the services may be Covered at the Alternate Benefits level. If after several attempts you cannot reach your PCP's office and your problem requires Urgent Care, go to an Urgent Care Center or a Hospital emergency room.

We will not Cover Out-of-Area services and supplies you receive during travel outside the Service Area at the Preferred Benefits level if the only reason for the travel is to obtain medical services or supplies, unless we state in writing that we will Cover them.

If you receive Medical Emergency or Urgent Care services while you are outside of the Service Area, you must contact your PCP's office as soon as reasonably possible after you receive the services to allow your PCP to arrange follow up treatment. If you do not tell your PCP about the Medical Emergency or Urgent Care services, we will not Cover follow up care at the Preferred Benefits level, unless you can show it was not reasonably possible to notify your PCP. Except for emergency services, services received from a Non-Participating Provider must be prior approved by us and your PCP to be Covered at the Preferred Benefits level.

Remember, your PCP must provide or arrange all follow up and continuing care outside the Service Area. Otherwise, Coverage for the services you receive will be at the Alternate Benefits level.

- (b) If you live outside the Service Area.

If you permanently live outside the Service Area or are outside of the Service Area for an extended period of time, you are Covered at the Preferred Benefits level for Medical Emergencies and Urgent Care only. See Section 3.C. for additional information if you live outside the Service Area or if you are planning to spend an extended period outside of the United States.

(3) Ambulance Services.

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

In a Medical Emergency, we will Cover ambulance service to the nearest medical facility that can provide Medical Emergency care.

We will Cover ambulance transfers between facilities that are approved by your PCP or us as Medically/Clinically Necessary. Any other non-emergent transportation is not Covered unless approved in advance by us.

**G. Prior Approval of Certain Health Care Services and Supplies.**

As stated in Section 2.C above, certain services and supplies that Health Professionals recommend or provide to you must receive prior approval from Priority Health before they can be Covered, and if so, whether they can be Covered at the Preferred or Alternate level. In most cases, Priority Health will approve, deny or partially approve or deny a request for prior approval within 15 days of receipt. However, in urgent cases, the determination period is reduced to 72 hours. In some cases we may ask you for additional information or additional time in which to make our determination. Once a decision is made, we will let you know in writing if the requested services and supplies will be Covered, not Covered or partially Covered. In the case that your PCP is requesting that you receive services from a Non-Participating Provider, you and your PCP will receive a letter from us indicating whether or not the services will be Covered at the Preferred Benefits level. Watch for this letter. You may also contact our Customer Service Department to find out whether or not the services will be Covered at the Preferred Benefits level. If you obtain services in excess of what has been approved, those services will be Covered at the Alternate Benefit level. In all cases, if you obtain services that we say are not Covered, you will be responsible for payment for those services. If you want our decision to be reviewed, you must contact us. Section 11 tells you how to do that.

See Section 6.III for the penalty that may apply to your Alternate Benefits level when prior approval is not requested.

**H. Additional Information**

We will provide you with the following additional information when you request it by calling or writing our Customer Service Department:

- (1) Our current Provider Directory. This lists our current provider network, including: names and locations of participating providers by specialty, and names of providers who are not accepting new Members. You may also find our Provider Directory in the member center on our website at *priorityhealth.com*.
- (2) The professional credentials of our Participating Providers, including, but not limited to, Participating Providers who are board certified in the specialty of pain medicine and the evaluation and treatment of intractable pain and have reported that certification to us, and the Participating Hospitals where they have privileges.
- (3) The telephone number of the Michigan Department of Consumer and Industry Services where you can call to find out information regarding disciplinary actions or formal complaints filed against a provider.
- (4) Any prior approval requirements and any limitations, restrictions or exclusions on services, benefits or providers.
- (5) The type of financial relationships between us and our provider network.
- (6) How we evaluate new technology for inclusion as a Covered Service.
- (7) How we evaluate new drugs for inclusion in our formulary.
- (8) A printed version of this Policy.

You may request this information by calling or writing to our Customer Service Department at the phone numbers or address below.

Priority Health  
Customer Service Department, MS 1105  
P.O. Box 269  
Grand Rapids, MI 49501-0269  
616 464-8830 or 888 389-6645

or

use our secure e-mail form in the member center on our website at *priorityhealth.com*

## **I. Items or Services Received from or Ordered by any Provider Included on the Office of Inspector General's List of Excluded Individuals/Entities.**

Consistent with the federal guidelines for payment of sanctioned providers, Priority Health will not pay claims for items or services furnished, ordered, or prescribed by any provider listed on the Office of Inspector General's (OIG) List of Excluded Individuals/Entities. The basis for exclusion may include convictions for program-related fraud and patient abuse, licensing board actions and default on Health Education Assistance Loans.

You will be responsible for the full payment of items or services furnished, ordered, or prescribed by any provider included on the OIG List of Excluded Individuals/Entities. This includes items or services such as prescriptions written by or medical equipment ordered by a provider included on this list. This list is available on the OIG website at [www.hhs.gov/oig](http://www.hhs.gov/oig).

## **SECTION 3. Eligibility**

As an employee of Group or a dependent of an employee of Group, you may enroll as a Member if you meet certain requirements. First, you must meet Group's eligibility and waiting period requirements. You must also meet the other requirements described below and in the Agreement. If there is any conflict between the requirements described below and the terms of the Agreement, the terms of the Agreement will govern eligibility. Eligibility may be limited or expanded by one or more supplemental benefit riders.

### **A. Subscriber.**

You may enroll as a Subscriber if you:

- (1) are an Active Employee of Group; and
- (2) meet any other eligibility requirements listed in the Agreement.

### **B. Covered Dependents.**

You may enroll as a Covered Dependent:

- (1) if you are legally married to the Subscriber who works for Group the number of hours required for eligibility.
- (2) if you are the Subscriber's unmarried child (including a stepchild, legally adopted child, natural child or Child Placed for Adoption), or have the Subscriber or the Subscriber's spouse as your court-appointed permanent or limited guardian (other than a temporary guardian). In addition, you can only enroll as a Covered Dependent if one or more of the following applies:

#### (a) You are

- under age 19 on the effective date of Coverage (or turned 19 in the same calendar year as the effective date of Coverage) and
- dependent on the Subscriber for more than half of your support, as determined by the Internal Revenue Code, as amended. Coverage under this paragraph continues to the end of the calendar year in which you turn 19.

Your Group may end Coverage at the end of the month in which you turn 19. If your Group's eligibility requirements are different from those contained in this Policy, your Group's requirements apply.

#### (b) You are

- between the ages of 19 and 25, and
- dependent on the Subscriber for more than half of your support, as determined under the Internal Revenue Code, as amended, and
- a full-time student attending high school, college or a vocational/technical school. The high school (or equivalent program), college or vocational/technical school must be accredited by the governmental agency, organization or entity that is responsible for accrediting an institution of that kind. "Full-time" means a minimum of 12 credit hours, or as defined by the institution. We reserve the right to ask for proof of attendance at an institution that meets the requirements of this subsection.

Coverage under this subsection continues until (i) you are no longer a full-time student, or (ii) you reach the age of 25, whichever occurs first. This section may be superceded by a Group-specific rider, which may exclude eligibility under this subsection (2) or change the maximum age for eligibility. Check with your Group if you have any questions about eligibility under this subsection.

If you are between the ages of 19 and 25, attending an accredited educational institution full-time, and living away from home out of the Service Area (but within the United States), out-of-area Coverage is available as set forth in the Student Continuation Benefit of this Policy.

You must tell us when you or your Covered Dependent is no longer eligible for Coverage under this subsection (b). If we learn that you or your Covered Dependent is no longer eligible because you or they are no longer a full-time student, we may terminate Coverage retroactive to the date when eligibility ended. You would then be responsible for any services obtained after eligibility ends.

See Section 12.D for information on continuation of Coverage for a dependent student taking a leave of absence from school due to illness or injury.

- (c) You are (were) Incapacitated before age 25 or the date the dependent reached Group's maximum age for dependent children, whichever is less,

(Note: Due to a change in the Internal Revenue Code, a Subscriber who enrolls an unmarried child over the age of 23, even a full-time student, may not deduct from the Subscriber's taxes the cost of premiums paid to cover this child. To the extent that the Subscriber's Group pays the premiums for this child, the Subscriber may need to pay taxes on the premiums paid by the Group. Please consult your tax advisor for details.)

- (3) If you provide us with a copy of a court or administrative order which requires you to provide health coverage for a child in accordance with state law (a "Qualified Medical Child Support Order" or "QMCSO"), you may enroll the child without regard to any enrollment season restrictions. The child must be otherwise eligible for Coverage as a Covered Dependent except that the child is not required to be dependent on you for more than half of his or her support. (A QMCSO is only applicable regarding the children of an employee and not of an employee's spouse.) If we receive a copy of the QMCSO but you fail to enroll the child for Coverage, the child may be enrolled by the Friend of the Court or by the Child's other parent or guardian through the Friend of the Court. We will not terminate the Coverage of a child who is enrolled under a QMCSO unless the child is no longer eligible as a dependent, Premiums have not been paid as required by the Agreement, or unless we receive satisfactory written proof that the QMCSO is no longer in effect or that the child has or will have comparable health coverage beginning on or before the date the child's Coverage with us is terminated. If we ask you for a copy of a court order to confirm a dependent's eligibility for Coverage, you must provide it to us within 31 days of our request. You and your dependents can obtain, without charge, a copy of Priority Health's procedures governing QMCSO determinations.

Special rules apply to a child for whom the Subscriber or the Subscriber's spouse is the court-appointed permanent or limited guardian. The child may be enrolled from the moment he or she is in your physical custody. We will not Cover any expenses incurred for the child's care before he or she is in your physical custody. When we say "physical custody" we mean that the child is legally and physically placed in your home. If we ask for proof that the child meets the above requirements, you must give us proof that satisfies us within 31 days.

A child who enrolls as a Covered Dependent and who resides outside of the Service Area will have Coverage outside of the Service Area only for Medical Emergencies and Urgent Care as described in Section 2.F(2) of this Policy at the Preferred Benefits level. All other Covered Services received outside the Service Area will be at the Alternate Benefits level.

You may not enroll as a Covered Dependent if you live outside of the United States unless you reside with the Subscriber who lives outside of the United States.

#### **C. Out-of-Area Residents.**

A person who resides outside of the Service Area will have Coverage outside of the Service Area for (a) Medical Emergencies and Urgent Care as described in Section 2.F(2) of this Policy, and (b) Alternate Benefit level Coverage as described in this Policy.

#### **D. Incarceration or Detention.**

You or your dependents are not eligible for Coverage while in detention or incarcerated in a facility such as a youth home, jail or prison or when in the custody of law enforcement officers, or when on release for the sole purpose of receiving medical treatment.

## SECTION 4. Enrollment

This section describes what you need to do to enroll or to enroll your eligible dependents. If your Coverage has been terminated for cause, you may not re-enroll even if you do these things. Read Section 10.C to learn more about termination for cause.

To enroll, you must fill out an enrollment form, sign it, and return it to Group. On the enrollment form, you must list every person being enrolled, and give the information asked for about each person, including information about any other insurance coverage (including Medicare and Medicaid) that you or your dependents carry. If Group permits you to enroll electronically, you still must give us this information. Your Coverage may be limited or expanded by one or more supplemental benefit riders.

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

You may apply for Coverage for yourself and your eligible dependents during an Open Enrollment Period. During that time, you may apply regardless of age, health status, or medical needs. Ask Group when the Open Enrollment Period is for your Group.

### B. Special Enrollment of Newly Eligible Employees and Dependents

You may also apply for Coverage for yourself and your eligible dependents if you become eligible for Coverage between Open Enrollment Periods. In that case, you must apply within 31 days after becoming eligible for Coverage, or within 60 days in the case of Special Enrollment Period Under Section 4.B(3). Otherwise, your first day of Coverage will be delayed until the next Open Enrollment Period. Coverage obtained under this section will become effective without regard to age, health status, or medical needs. If your Coverage is effective retroactively, any care you receive is subject to the terms and provisions of this Policy, including any requirements for prior approval by Priority Health, and use of Participating Providers.

#### (1) New dependents.

If you gain a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may enroll yourself (if not already enrolled), the new dependent, your spouse and other dependents (if not already enrolled), during a Special Enrollment Period. If you are already enrolled and gain a new dependent as a result of marriage, birth, adoption or placement for adoption, you may add your spouse and other dependents (if not already enrolled) and the new dependent to your existing Coverage.

You must fill out and return to Group a completed enrollment or change form within 31 days after the marriage, birth, adoption, or placement for adoption. You must do this even if the enrollment or changes do not require you to pay a higher Premium. If you submit the enrollment or change form within 31 days, Coverage will be effective on the date of the marriage, birth, adoption or placement for adoption. To enroll with us, you and your dependent(s) must meet the eligibility requirements of Group and Priority Health.

We will Cover routine inpatient care for the Subscriber's Newborn child from the date of birth to the date the child or the mother is discharged, whichever comes first, if the mother is a Member. If you want Coverage for other than routine care or to continue after discharge, you must fill out and return to Group a change form within 31 days after the child is born.

We will Cover a Subscriber's Newborn child for Injury or Illness (including necessary care and treatment of medically diagnosed congenital defects and birth abnormalities) for the first 31 days from birth. If you want the newborn's Coverage to continue beyond the first 31-day period, you must fill out and return to us a change form within 31 days after the child is born.

#### (2) Loss of Other Coverage.

If you did not previously enroll with us because you had other health insurance coverage and that coverage is lost, you may enroll yourself and/or your dependents (including your spouse) during a Special Enrollment Period, if the following requirements are met:

- (a) You chose not to enroll for Coverage when it was previously offered because you had other coverage; and
- (b) You stated in writing at the time that you chose not to enroll for Coverage when it was offered because you had other coverage (if your Group required such a statement); and
- (c) The other coverage was COBRA continuation coverage and it ran out; or

The other coverage was not COBRA continuation coverage and it ended because you lost eligibility or because the employer stopped making contributions; and

- (d) You fill out and return to Group a completed enrollment within 31 days after the other coverage (as stated above) ends; and
  - (e) You provide proof of the loss of other coverage that is acceptable to us.
- (3) Medicaid or CHIP Coverage.

CHIP is a state's Children's Health Insurance Plan under the Children's Health Insurance Program Reauthorization Act of 2009.

Beginning April 1, 2009, if you or your eligible dependents (including your spouse) are eligible for, but not enrolled for Coverage, you may enroll yourself and/or your dependents during a Special Enrollment Period if either of the following requirements is met:

- (a) The Medicaid or CHIP coverage of you or your eligible dependent is terminated as a result of loss of eligibility and you request Coverage no later than 60 days after the date the Medicaid or CHIP coverage terminates; or
- (b) You or your eligible Dependent become eligible for a premium assistance subsidy for Coverage under a Medicaid plan or CHIP (including any waiver or demonstration project) and you request Coverage no later than 60 days after the date you are determined to be eligible for such assistance.

NOTE: If you lose coverage for the following reasons, you and your dependents are not eligible for Special Enrollment under Section 4.B(2) and 4.B(3):

- (i) You fail to pay your share of the premiums on a timely basis; or
- (ii) Your coverage was terminated for cause such as for making a fraudulent claim or giving false information; or
- (iii) You voluntarily drop your other coverage for any reason, including an increase in premium or change in benefits. **EXCEPTION:** You drop the other coverage during the annual open enrollment period for that other coverage.

If your enrollment is effective retroactively (for example, you send us your enrollment form 31 days after the date of marriage or date of birth), any care you received during such time would be subject to the terms of this Policy, including use of Participating Providers and obtaining any required prior approval by us.

#### **C. Late Enrollment.**

Anyone who is eligible but does not enroll as described in Sections 4.A or 4.B may only enroll during the next Open Enrollment Period.

#### **D. Notification of Change in Status or Other Changes that Affect Coverage.**

You must let us know about any changes that affect Coverage under this Policy. You do that by:

- (1) filling out a change form and returning it to Group, or
- (2) calling our Customer Service Department.

You must notify us if any of the following happens to anyone Covered under the Agreement:

- (a) change of PCP;
- (b) change of address;
- (c) change in Covered Dependent status (including status as a full-time college student);
- (d) eligibility for Medicare, Medicaid and Children's Special Healthcare Services; or
- (e) coverage by any other insurance or health plan.

These are just examples, and you must let us know about any other change that, according to this Policy, affects your Coverage or Coverage for your Covered Dependents.

You must let us know about the change within 31 days after the change happens. If you do not, and we discover the change, we will use the correct information to determine whether or not services you receive are Covered.

#### **E. Loss of Eligibility.**

You will lose your eligibility and your Coverage will terminate if you no longer meet the eligibility criteria listed in Section 3 of this Policy or in the Agreement, or if either of the events described in Section 10.B of this Policy occur.

## F. Genetic Testing

Enrollment under this Section 4 is not contingent on undergoing genetic testing or disclosing results of any genetic testing to us.

## SECTION 5. Effective Dates of Coverage

Your Coverage will begin on the latest of:

- (1) The effective date of the Agreement; or
- (2) The first day of the month that Group has established as the effective date for those enrolling during an Open Enrollment Period, if you enroll during that Open Enrollment Period (unless we agree otherwise with Group); or
- (3) The date of eligibility stated in the Agreement, if you are a newly eligible employee; or
- (4) The day after your other coverage ended, if you are eligible to enroll during a Special Enrollment Period because you lost coverage (See Section 4.B(2)); or
- (5) The date of marriage or the date of a dependent's birth, adoption or placement for adoption, if you are eligible to enroll during a Special Enrollment Period because of gaining a dependent (See Section 4.B(1)).

If your Coverage is effective retroactively, any care you receive is subject to the terms and provisions of this Policy, including any requirements for prior approval by Priority Health, and use of Participating Providers.

## SECTION 6. Covered And Non-Covered Services

NOTE: The following headings are used in both Section 6.I. and Section 6.II. Covered Services at the Preferred Benefits Level (Section 6.I.) and at the Alternate Benefits level (Section 6.II.) are organized alphabetically within these categories:

- A. Professional Services
- B. Pharmacy Services
- C. Hospitals, Labs And Other Facilities Services
- D. Medical Emergency And Urgent Care Services
- E. Durable Medical Equipment (DME) And Supplies
- F. Behavioral Health Services
- G. Family Planning And Maternity Care Services
- H. Dental, Vision And Hearing Services
- I. Plan Guidelines

The information following each heading provides a description of *Covered Service* and *Non-Covered Services*, as applicable.

You are responsible for those Copayments and Deductibles listed in the Schedule of Copayments and Deductibles.

### I. AT THE PREFERRED BENEFITS LEVEL

You are entitled to the Covered Services at the Preferred Benefits level described in this Section 6.I when those services meet the following criteria:

- (1) Medically/Clinically Necessary (as defined in this Policy and according to Medical and Behavioral Health policies established by Priority Health with the input of physicians not employed by Priority Health or according to criteria developed by reputable external sources and adopted by Priority Health); and
- (2) Provided by your PCP; or
  - Provided by a Participating Physician and approved in advance by us when we consider approval necessary; or
  - Provided by a Participating Provider and approved in advance by us when we consider approval necessary; or
  - Provided by a Non-Participating Provider (one not listed in our Provider Directory) upon referral from your PCP and approved in advance by us (See Sections 2.C and 2.G for prior approval requirements and the steps of the prior approval process, including how to confirm Coverage before receiving services); and

(3) Not excluded elsewhere in this Policy or in an amendment to this Policy.

NOTE: Sometimes your PCP or other Participating Physician may refer you for or suggest a service that we do not Cover. Just because your PCP or other Participating Physician refers you or suggests the service does not mean you will have Coverage for that service. For example: Acupuncture is excluded from Coverage. If your doctor recommends acupuncture as a treatment for a medical condition, Coverage for acupuncture will not be provided even if the acupuncture could prevent the need for more costly covered services. Remember – If you receive services that we do not cover, you must pay for the services.

Some referral care must be approved in advance by us when we consider approval necessary, including all non-emergency referral care provided by Non-Participating Providers. For a list of referral care that must be approved by us, see our website at [priorityhealth.com](http://priorityhealth.com) or call our Customer Service Department.

You should carefully review the rest of this Policy and any amendments for more information about the extent of your Coverage.

## A. Professional Services

### 1. Primary Care, Including Health Maintenance And Preventive Health Care Services

Primary Care is the care provided by your PCP.

Preventive Health Care Services are described in Priority Health's preventive health care guidelines available in the member center on our website at [priorityhealth.com](http://priorityhealth.com), or you may request a copy from our Customer Service Department.

The following services are Covered Services for each Member even though they are not provided in connection with the diagnosis and treatment of an Illness or Injury:

- (a) Well baby care, including routine physical examinations and clinical screenings, given at two weeks, one month, two months, four months and six months from the date of birth plus two visits between one year and two years from the date of birth or as directed by your child's PCP.
- (b) Periodic health examinations
- (c) Pediatric and adult immunizations for infectious diseases identified as a routine vaccine for the general public, as recommended by our Preventive Health Committee. For immunizations that are not Covered, see **Services Not Covered** in this Section 6.I.
- (d) One vision screening during each Contract Year to determine vision loss. Vision screenings do not include refractions, which are tests to determine an eyeglass prescription. See **VisionCare Services** in this Section 6.H. for vision services that are not Covered.
- (e) Hearing tests and one hearing screening during each Contract Year to determine hearing loss. Hearing screenings do not include examinations for hearing aids. Hearing aids and related services are covered only if you have a hearing care rider to this Policy. See **Hearing Care Services** in this Section 6.H. for hearing services that are not Covered.
- (f) One routine "well woman" examination, including a gynecological examination and breast examination, during each Contract Year. A woman may visit a Priority Health Participating obstetrician/gynecologist for her annual well-woman examination and routine pregnancy services without a referral from her PCP.
- (g) Breast cancer screening mammography as directed by your PCP or as required by state law.
- (h) Maternity care as described in **Family Planning And Maternity Care** in this Section 6.I.G.
- (i) Diagnostic and therapeutic radiology services and laboratory tests not excluded elsewhere in this Section 6.I.

Certain radiology examinations, including positron-emission tomography (PET scans), magnetic resonance imaging (MRI), computed tomography (CT scans) and nuclear cardiology studies, require prior approval by Priority Health.

Non-emergency laboratory tests must be performed at a participating laboratory selected by your PCP for coverage at the Preferred Benefits level.

Services and tests performed that are not preventive health care or routine maternity care services may be subject to a Deductible even if the service or test was ordered by a provider and partially performed in a provider's office. Preventive health care services are only those services described in Priority Health's preventive health care guidelines available in the member center on our website at [priorityhealth.com](http://priorityhealth.com). Immunizations not required for primary or secondary school entry are subject to deductibles.

Services and tests performed in a Hospital (either as an inpatient or an outpatient) are subject to the Co-payment and Deductible, if any, applicable to Hospital services even if the service or test was ordered and partially performed in a provider's office.

- (j) Smoking cessation counseling.
- (k) Weight loss counseling.

## **2. Other Provider Care Services**

Other Provider Care Services include:

- (a) All services listed in this Section 6 provided by a Participating Provider or Non-Participating Provider during an office, home or Hospital visit for the diagnosis and treatment of a Covered Illness or Injury. Referral by your PCP and prior approval by us is required if the referral Provider is a Non-Participating Provider. See Section 2.C and 2.G to review the prior approval process, including how to confirm Coverage before receiving services.
- (b) Services necessary to treat a Medical Emergency or Urgent Care situation.
- (c) Services and supplies received from a participating obstetrician/gynecologist for an annual well-woman examination or routine pregnancy services upon self-referral by you.

### **Allergy Testing and Treatments**

#### *Covered Services*

Allergy testing, evaluations and injections including serum costs.

#### *Non-Covered Services*

Skin titration (Rinkle Method), cytotoxicity testing (Bryan's Test), MAST testing, urine autoinjections, bronchial or oral allergen sensitization and provocative and neutralization testing for allergies.

### **Cancer Drug Therapy and Clinical Trials**

#### *Covered Services*

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

Routine patient costs in connection with certain Phase II and Phase III cancer clinical trials may be Covered if approved in advance by our Medical Director.

Coordination of Benefits for drugs for cancer therapy and cancer clinical trials: If you have prescription drug coverage under rider with your Priority Health plan or another plan, drugs for cancer therapy and cancer clinical trials will be Covered by your prescription drug riders before Coverage under your Priority Health base plan will apply.

### **Clinical Ecology and Environmental Medicine**

#### *Non-Covered Services*

Services and supplies provided to effect changes in or treatment to you and/or your physical environment. "Clinical ecology" and "environmental medicine" means medical practice that is based on the belief that exposure to low levels of numerous common substances in the environment can be responsible for a variety of symptoms affecting numerous body systems.

### **Diabetic Services, Supplies, and Medications**

#### *Covered Services*

- (a) Blood glucose monitors and diabetes test strips.
- (b) Syringes and lancets.
- (c) Diabetes educational classes to ensure that persons with diabetes are trained as to the proper self-management and treatment of their diabetic condition.

- (d) Certain diabetic supplies, such as syringes, needles, lancets, and blood glucose test strips, may be purchased at a participating durable medical equipment (DME) provider. Your DME Copayment will apply. If you have a prescription drug rider, these supplies may also be purchased at a participating pharmacy and your prescription drug Copayment will apply.
- (e) Insulin pumps may be Covered under the DME benefit.
- (f) Shoe inserts for members with peripheral neuropathy, including diabetic neuropathy.
- (g) Diabetic shoes when Medically/Clinically Necessary according to the criteria set form in our medical policies.

*Non-Covered Services*

- (a) Alcohol and gauze pads.
- (b) Insulin and other medications for Members with diabetes are not Covered unless you have a prescription drug rider.
- (c) Services and supplies for the convenience of the Member or caregivers.

**Dietitian Services**

*Covered Services*

Consultations with a Participating dietitian, upon referral from your PCP, up to a maximum of 6 visits per Contract Year. Dietitian services must be obtained from a dietitian employed by a Participating Provider.

**Educational Services**

*Covered Services*

- (a) Education to manage chronic disease states such as diabetes or asthma conducted by Participating Providers.
- (b) Maternity classes conducted by Participating Providers.

*Non-Covered Services*

- (a) Services for remedial education, including school-based services.
- (b) Services, treatment or diagnostic testing related to learning disabilities, cognitive disorders and development delays, and mental retardation.
- (c) Education testing or training, including intelligence testing. Testing and evaluations should be requested from and conducted by the child's school district.
- (d) Cognitive rehabilitation.
- (e) Classes covering such subjects as stress management, parenting and lifestyle changes.

**Foot Care**

*Non-Covered Services*

- (a) Routine foot care, including corn and callous removal, nail trimming and other hygienic or maintenance care.
- (b) Cleaning, soaking, and skin cream application for the feet.
- (c) Shoes unless attached to a brace.

**Homeopathic and Holistic Services**

*Non-Covered Services*

Acupuncture and other non-traditional services including, but not limited to, holistic and homeopathic treatment, yoga, Reiki, massage therapy and Rolf therapy.

**Intractable Pain***Covered Services*

Evaluation and treatment of intractable pain.

**Reconstructive Surgery***Covered Services*

- (a) Reconstructive surgery to correct Congenital Birth Defects and/or effects of Illness or Injury, if:
- (i) The defects and/or effects of Illness or Injury cause clinical functional impairment. "Clinical functional impairment" exists when the defects and/or effects of Illness or Injury:
    - causes significant disability or major psychological trauma (psychological reasons do not represent a medical or surgical necessity unless you are undergoing psychotherapy for issues solely related to the Illness or Injury for which the reconstructive surgery is requested),
    - interfere with employment or regular attendance at school,
    - require surgery that is a component of a program of reconstructive surgery for congenital deformity or trauma, or
    - contribute to a major health problem, and
  - (ii) We reasonably expect the surgery to correct the condition, and
  - (iii) The services are approved in advance by us and you receive them within two years of the event that caused the impairment, unless either of the following applies:
    - The impairment caused by illness or injury was not recognized at the time of the event. In that case, treatment must begin within two years of the time that the problem is identified, or
    - Your treatment needs to be delayed because of developmental reasons.

We will Cover treatment to correct the functional impairment even if the treatment needs to be performed in stages as long as that treatment begins within two years of the event causing the impairment and as long as you remain a Member. We will do that even if the treatment takes longer than two years.

Necessary surgery following cancer surgery (such as following a mastectomy) and major trauma (severe lacerations and burns) is a Covered Service as required by law.

- (b) Reconstructive Surgery Following Breast Cancer

In compliance with the Women's Health and Cancer Rights Act of 1998, Priority Health will consult with your PCP or other Participating Provider to determine Coverage for these services:

- (i) Reconstruction of the breast on which a mastectomy was performed;
- (ii) Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- (iii) Prostheses and treatment of physical complications at all stages of the mastectomy, including lymphedema.

The requirement to receive services within two years of the event that caused the impairment does not apply to reconstructive surgery following breast cancer.

*Coverage Limitations*

Your Coverage for certain procedures, treatments and reconstructive surgeries is limited by the Copayment and Deductible as shown in the Schedule of Copayments and Deductibles and any rider to this Policy.

*Non-Covered Services*

Cosmetic services, prescription drugs, treatment, therapies or procedures done primarily to improve the way any part of the body looks. Coverage is excluded for, among other things:

- (a) Blepharoplasty of lower lids.
- (b) Breast augmentation except when provided as part of post-mastectomy reconstructive services.
- (c) Chemical peel for acne.
- (d) Collagen implants.
- (e) Diastasis recti repair.
- (f) Removal for excessive hair growth by any method, even if caused by an underlying medical condition.
- (g) Excision or repair of excess or sagging skin except panniculectomy.
- (h) Fat grafts, unless an integral part of another Covered procedure.
- (i) Hair transplants or repair of any congenital or acquired hair loss, including hair analysis.
- (j) Liposuction, unless an integral part of another Covered procedure.
- (k) Spider vein removal.
- (l) Rhytidectomy (wrinkle removal).
- (m) Rhinophyma treatment.
- (n) Salabrasion.
- (o) Tattoo removal.
- (p) Orthodontic treatment, even when provided along with reconstructive surgery.

**Rehabilitative Medicine Services**

Short-term rehabilitative medicine services are Covered if:

- you receive them as an outpatient or in the home, and
- the services cannot be provided by any federal or state agency or by any local political subdivision, including school districts, when a Member is not liable for the costs in the absence of insurance, and
- the therapy is restorative in nature and there is meaningful improvement within 90 days in the Member's ability to perform functional day-to-day activities that are significant in the Member's life roles.

*Covered Services*

- (a) Physical and occupational therapy (including spinal manipulations), including services provided within the scope of practice of osteopathic and chiropractic physicians, for treatment of medical diagnoses are covered if due to:
  - (i) an Injury;
  - (ii) an Illness; or
  - (iii) a congenital defect for which you have received corrective surgery.

Biofeedback for treatment of medical diagnoses when Medically/Clinically Necessary, as determined according to our medical policies.
- (b) Speech therapy for treatment of medical diagnoses is Covered if due to:
  - (i) an Injury;
  - (ii) an Illness; or
  - (iii) a congenital defect for which you have received corrective surgery.

- (c) Cardiac and pulmonary rehabilitation when Medically/Clinically Necessary, as determined according to our medical policies.

The rehabilitative medicine benefits are categorized in the Schedule of Copayments and Deductibles. The maximum number of visits per Contract Year for each rehabilitative medicine category is shown in the Schedule of Copayments and Deductibles. The visit maximums apply even when continued care is Medically/Clinically Necessary beyond the benefit maximum. **Note:** Rehabilitative medicine services provided in the home are Covered, subject to the Copayments and visit maximums under the rehabilitative medicine services categories shown in the Schedule of Copayments and Deductibles and not the home health care category.

#### *Non-Covered Services*

- (a) Therapy is not Covered if there is not meaningful improvement in the Member's ability to perform functional day-to-day activities that are significant in the Member's life roles within 90 days of therapy initiation.
- (b) Therapy for the purpose of maintaining physical condition or maintenance therapy for a chronic condition including, but not limited to, cerebral palsy and developmental delays.
- (c) Physical, speech or occupational therapy to correct an impairment, when the impairment is not due to Illness, Injury or a congenital defect for which you have received corrective surgery.
- (d) Cognitive rehabilitative therapy. Cognitive rehabilitative therapy is defined as neurological training or retraining.
- (e) Strength training and exercise programs.
- (f) Visual training and sensory integration therapy.
- (g) Rehabilitation services obtained from non-Health Professionals, including massage therapists.
- (h) Summer programs meant to maintain physical condition or developmental status during periods when school programs are unavailable.
- (i) All therapies for developmental delays, cognitive disorders, including physical, occupational, speech, cognitive and sensory integration therapy.
- (j) Vocational rehabilitation, including work training, work related therapy, work hardening, work site evaluation and all return to work programs.
- (k) Relational, educational and sleep therapy and any related diagnostic testing. This exclusion does not apply to therapy or testing provided as part of a Covered inpatient Hospital service.
- (l) Craniosacral therapy. Prolotherapy
- (m) Services outside the scope of practice of the servicing provider.

#### **Sex Change or Transformation**

##### *Non-Covered Services*

Any procedure or treatment, including hormone therapy, designed to change your physical characteristics from your biologically determined sex to those of the opposite sex. This exclusion applies despite any diagnosis of gender role or psychosexual orientation problems.

#### **Tobacco Cessation Treatment**

##### *Covered Services*

- (a) Smoking cessation services provided by your PCP or other Participating Physician.
- (b) Tobacco cessation drug treatments are covered only if you have a prescription drug rider.

##### *Non-Covered Services*

All related services and supplies for the treatment of tobacco abuse, except for smoking cessation counseling provided by your PCP or other Participating Physician.

## Transplants

### *Covered Services*

Evaluations for transplants and transplants of the following organs at a facility approved by us, but only when we have approved the transplant as, Medically/Clinically Necessary and non-experimental:

- (a) Cornea.
- (b) Heart.
- (c) Lung.
- (d) Kidney.
- (e) Bone marrow or stem cell.
- (f) Liver.
- (g) Pancreas.
- (h) Small bowel.

We will Cover the following expenses:

- (a) Typing or screening of a potential donor only if the person proposed to receive the transplant is a Member and the potential donor is a parent, child or sibling of the Member proposed to receive the transplant.
- (b) Computer organ bank searches and any subsequent testing necessary after a potential donor are identified, unless Covered by another health plan.
- (c) Donor's medical expenses if the person receiving the transplant is a Member and the donor's expenses are not Covered by another health benefit plan.
- (d) One comprehensive evaluation per transplant.

### *Non-Covered Services*

- (a) Community wide searches for a donor.
- (b) All donor expenses, even those of Members, for transplant recipients who are not Members.
- (c) Transplants of artificial organs.

This provision is not intended to conflict with the Coverage of drugs for cancer therapy, which is Covered as described in **Pharmacy Services** in this Section 6.B.

## Weight Loss Services

### *Covered Services*

Medical and surgical treatment of obesity is Covered when Medically/Clinically Necessary, as determined according to our medical policies. All treatment for obesity must be approved by us in advance and provided by a provider or facility approved by us.

- (a) Physician-supervised weight loss programs are Covered if obtained from a program approved in advance by Priority Health.
- (b) Surgical treatment is limited to specific procedures outlined in our medical policy. In most cases, co-morbid health conditions must exist and all reasonable non-surgical options must have been tried before surgical treatment will be Covered. Surgical treatment will only be considered with evidence of compliance with medical treatment in a Priority Health approved program, along with other criteria set forth in our medical policies. Noncompliance with treatment regimens may limit future benefits.
- (c) Surgical treatment is limited to once per lifetime unless Medically/Clinically Necessary to correct or reverse complications from a previous bariatric procedure.

Note: Coverage for a pre-approved surgery is limited by the Copayment and Deductible as shown in the Schedule of Copayments and Deductibles and any rider to this Policy.

*Non-Covered Services*

Weight loss services, supplies, equipment or facilities in connection with weight control or reduction, whether or not prescribed by a physician or associated with an illness, including, but not limited to: food, food supplements, gastric balloons, certain weight loss surgeries, jaw wiring, liposuction, physical fitness or exercise programs.

**B. Pharmacy Services****Injectable Drugs.***Covered Services*

In general, the following Covered drugs are treated as medical benefits. Exceptions are outlined in our medical policies.

- (a) Injectable and infusible drugs administered in an inpatient or emergency setting.
- (b) Injectable and infusible drugs requiring administration by a Health Professional in a medical office, home or outpatient facility.

We may require selected Specialty Drugs be obtained by your provider through a Specialty Pharmacy.

Note: Coverage for selected injectable drugs in certain categories is available only if you have a prescription drug rider to this Certificate.

*Non-Covered Services*

Drugs that are not primarily intended to be administered by a Health Professional as defined by the federal Food and Drug Administration. This includes, for example, self-administered drugs for certain diseases for arthritis, growth deficiency, hepatitis, and multiple sclerosis.

Note: Coverage for drugs that are not primarily intended to be administered by a Health Professional is available only if you have a prescription drug rider to this Certificate.

**Outpatient Prescription Drugs***Covered Services*

- (a) Coverage for outpatient prescription drugs is available only if you have a prescription drug rider to this Policy.
- (b) Drugs for cancer therapy and the reasonable cost of administering them are Covered regardless of whether the federal Food and Drug Administration (FDA) has approved the cancer drugs to be used for the type of tumor for which the drugs are being used, as required by state law. Certain drugs may not be Covered if a majority of experts believe that further studies or clinical trials are needed to determine the toxicity, safety or efficacy of the drugs.
- (c) Routine patient costs in connection with certain Phase II and Phase III cancer clinical trials may be Covered if approved in advance by our Medical Director.

Coordination of Benefits for drugs for cancer therapy and cancer clinical trials: If you have prescription drug coverage under rider with your Priority Health plan or another plan, drugs for cancer therapy and cancer clinical trials will be Covered by your prescription drug riders before Coverage under your Priority Health base plan will apply.

**C. Hospitals, Labs, And Other Facilities Services****Ambulatory Surgical Services and Supplies***Covered Services*

Outpatient services and supplies furnished by a surgery center along with a Covered surgical procedure on the day of the procedure. Services and tests performed in an outpatient or ambulatory surgical center will be subject to the Copayment and Deductible, if any, applicable to Hospital services. **Note:** Rehabilitative medicine services provided in the home are Covered, subject to the Copayments and visit maximums under the rehabilitative medicine services categories shown in the Schedule of Copayments and Deductibles and not the home health care category.

**Home Health Care.***Covered Services*

Intermittent skilled services, including hospice services, approved in advance by us and furnished in the home by a participating Home Health Care Agency's registered nurse, licensed practical nurse, physical therapist, occupational therapist, respiratory therapist or speech therapist.

To qualify for home health benefits, we may require that you meet the following:

- (a) Be confined to the home,
- (b) Under the care of a physician,
- (c) Receiving services under a plan of care established and periodically reviewed by a physician, and
- (d) Be in need of intermittent skilled nursing care or physical, speech, or occupational therapy.

*Non-Covered Services*

- (a) Custodial care. Any care you receive if, in our opinion, you have reached the maximum level of mental and/or physical function and you will not improve significantly more. Custodial and maintenance care includes room and board, therapies, nursing care, home health aides and personal care designed to help you in the activities of daily living and home care and adult day care that you receive, or could receive, from members of your family. Custodial care is not Covered, even if you receive home health care services or Skilled Services along with custodial care.
- (b) Private Duty Nursing.
- (c) Residential or Assisted Living. Non-skilled care received in a home or facility on a temporary or permanent basis. Examples of such care include room and board, health care aides, and personal care designed to help you in activities of daily living or to keep you from continuing unhealthy activities.

**Hospice Care***Covered Services*

Inpatient and outpatient hospice care is Covered when your Physician informs Priority Health that your condition is terminal and when Medically/Clinically Necessary according to the criteria set forth in applicable medical policies. Inpatient Hospice Care must be approved in advance by us.

- (a) Inpatient. Short-term inpatient care is Covered when Medically/Clinically Necessary for skilled nursing needs that cannot be provided in other settings. Your Coverage for inpatient hospice care is limited by the Contract Year maximum number of days as shown in the Schedule of Copayments and Deductibles to with this Policy.
- (b) Outpatient. Outpatient care is covered when intermittent skilled services by a registered nurse or a licensed practical nurse are required or when medical social services under the direction of a physician are required.
- (c) Respite. Respite care in a facility setting is covered as outlined in our medical policies.

*Non Covered Services*

Custodial care is not covered even if you receive inpatient or outpatient hospice care along with custodial care.

**Hospital Care***Covered Services*

- (a) Inpatient Care. Hospital and longterm acute inpatient services and supplies including services performed by Health Professionals, room and board, general nursing care, observation care and related services and supplies. Non-emergency inpatient hospital stays, other than hospital stays for a mother and her newborn of up to 48 hours following a vaginal delivery and 96 hours following a cesarean section, must be approved in advance by us.
- (b) Outpatient Care. Hospital services and supplies listed under Inpatient Care above that you receive on an outpatient basis.

- (c) Certain surgeries and treatments may be subject to an additional Copayment as set forth in the Schedule of Copayments and Deductibles and any rider to this Policy. In all cases, these surgeries and treatments are Covered only when Medically/Clinically Necessary according to the criteria set forth in applicable medical policies.

*Non-Covered Services*

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

**Radiology Examinations and Laboratory Procedures**

*Covered Services*

Diagnostic and therapeutic radiology services and laboratory tests not excluded elsewhere in this Section 6.I.

- (a) Certain radiology examinations, including positron-emission tomography (PET scans), magnetic resonance imaging (MRI), computed tomography (CT scans) and nuclear cardiology studies, require prior approval by Priority Health.
- (b) Non-emergency laboratory tests must be performed at a participating laboratory selected by your PCP.
- (c) Except for preventive and maternity care, services and tests may be subject to a Deductible even if the service or test was ordered and performed in a provider's office. Preventive health care services are those services described in Priority Health's preventive health care guidelines which are available in the member center on our website at [priorityhealth.com](http://priorityhealth.com), or through our Customer Service Department.
- (d) Services and tests performed in a Hospital (either as an inpatient or outpatient) are subject to the Copayment and Deductible, if any, applicable to Hospital services even if the service or test was ordered and partially performed in a provider's office.

**Rehabilitative Medicine Services**

See. Rehabilitative Medicine Services under Section 6.A.2. above.

**Respite Care**

*Coverage Limitations*

Respite care is not covered except when provided by a hospice program for a member enrolled in a hospice program.

**Skilled Nursing, Subacute and Inpatient Rehabilitation Facility Care.**

*Covered Services*

- (a) Care and treatment, including therapy, and room and board in semi-private accommodations, at a Skilled Nursing, Subacute or Inpatient Rehabilitation Facility when we have approved a treatment plan in advance. The treatment plan will be approved based on our determination of Medical/Clinical Necessity and appropriateness.
- (b) Your Coverage is limited by the Contract Year maximum number of days as shown in the Schedule of Copayments and Deductibles to this Policy. The maximum days applies even when continued care is Medically/Clinically Necessary beyond the benefit maximum.

*Non-Covered Services*

- (a) Admission to a Skilled Nursing, Subacute or Inpatient Rehabilitation Facility is not Covered if the necessary care or therapies can be provided safely in a less intensive setting, including the home or a provider office. Priority Health's admission criteria for Coverage are not the same as Medicare's, therefore, just because Medicare is covering your stay does not mean the services are Covered under this Policy.
- (b) Care provided in a facility required to protect you against self-injurious behavior is not Covered. Examples include care in a facility to prevent you from using alcohol or illicit drugs or to insure your compliance with recommended treatment such as medication use, dietary intake or a behavioral care plan.
- (c) Custodial care is not Covered, even if you receive skilled nursing services or therapies along with custodial care. Custodial care and services include room and board, therapies, nursing care, home health aids and personal care designed to help you in the activities of daily living and home care and adult day care that you receive, or could receive, from members of your family.

- (d) Leave of Absence. Charges incurred when you are on an overnight or weekend pass during an inpatient stay.

#### **D. Medical Emergency and Urgent Care Services**

See Section 2.F for information about your Covered for a Medical Emergency and Urgent Care.

#### **E. Durable Medical Equipment (DME) and Supplies**

##### **Durable Medical Equipment (DME)**

DME is equipment intended for repeated use in order to serve a medical need, is generally not useful to a person in the absence of Illness or Injury, and is appropriate for use in the home. DME over \$1,000 must be approved in advance by us. Some examples of DME are manual wheelchairs, CPAP machines and glucose monitoring devices.

##### *Covered Services*

- (a) DME is covered by Priority Health when:
- (i) prescribed by your PCP or by a Participating Provider upon referral from your PCP;
  - (ii) approved in advance by us, when required; and
  - (iii) obtained from a Participating Provider.
- For a complete list of covered DME, go to [priorityhealth.com](http://priorityhealth.com) or call our Customer Service Department.
- (b) Repairs or maintenance of DME required as a result of normal use. We reserve the right to limit replacement of DME to the expected life of the equipment.
- (c) Training or education on the use of DME
- (d) Disposable supplies necessary for the proper functioning or application of the DME.
- (e) Inhaler assist devices and some diabetic supplies such as syringes, needles, lancets and blood glucose test strips are covered as a DME benefit or, if you have a prescription drug rider, as a prescription drug benefit.
- (f) Shoe inserts for members with peripheral neuropathy, including diabetic neuropathy.
- (g) Diabetic shoes when Medically/Clinically Necessary according to the criteria set forth in our medical policies.
- (h) Shoes when attached to a Medically/Clinically Necessary brace according to criteria set forth in our medical policies.

##### *Coverage Limitations*

- (a) Coverage is for standard DME only; equipment that is not conventional or not Medically/Clinically Necessary as determined by us or for the convenience of the Member or caregivers will not be Covered. Equipment must be appropriate for home use.
- (b) Coverage for DME, including wheelchairs and insulin pumps, is limited to one piece of same-use equipment. Priority Health may substitute one type or brand of DME for another when the items are comparable in meeting your medical needs. Wheelchair coverage is generally limited to a manually operated wheelchair unless prior approved by us according to our medical policies.
- (c) DME may be rented, purchased or repaired. The decision to rent, purchase, repair or replace DME is at our discretion. We will Cover the repair or replacement, fitting and adjustment of Covered DME that is the result of normal use, body growth or body change. We reserve the right to limit replacement of DME to the expected life of the equipment.

##### *Non-Covered Services*

- (a) Equipment and devices solely for the convenience of you or your caregiver,.
- (b) The purchase or rental of personal comfort items, convenience items, or household equipment that have customary non-medical purposes, such as, among other things: protective beds, chair lifts, air purifiers, water purifiers, exercise equipment, non-allergenic pillows, mattresses or waterbeds, spas, tanning equipment, and other similar equipment.
- (c) Modifications to your home or living area and equipment installation, such as, central or unit air conditioners, escalators, elevators, and swimming pools.

- (d) Car seats and modifications to motorized vehicles.
- (e) Self-help, communication or adaptive aids, designed for self-assistance or safety. Examples include, among other things, reachers, feeding, dressing and bathroom aids, augmentive communication devices, car seats, and protective beds.
- (f) Non-standard items.
- (g) Services and supplies not directly related to your care, such as, among other things: guest meals and accommodations, telephone charges, travel expenses, take-home supplies and similar costs.
- (h) All repairs and maintenance that result from misuse or abuse.
- (j) Replacement of lost or stolen DME.

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

#### *Covered Services*

- (a) Enteral feedings may be Covered if Medically/Clinically Necessary according to the criteria set forth in our medical policies.
- (b) Parenteral nutrition through an IV may be Covered if Medically/Clinically Necessary according to the criteria set forth in our medical policies.

#### *Non-covered Services*

All food, formula and nutritional supplements including, but not limited to, infant formula, protein or caloric boosting supplements, vitamins, Ensure, Osmolyte and herbal preparations or supplements are not Covered, even if approved by the FDA.

### **Medical Supplies**

#### *Covered Services*

- (a) Medical supplies received while an inpatient or in connection with a home health visit are Covered at your hospital benefit level as set forth in the Schedule of Copayments and Deductibles.
- (b) Some medical supplies are Covered under your Durable Medical Equipment Copayment, including such supplies as catheters, syringes, ostomy supplies, feeding tubes, and lancets. For a complete list of covered items go to [priorityhealth.com](http://priorityhealth.com) or contact our Customer Service Department.

#### *Non-Covered Services*

Certain outpatient medical supplies that are consumable or disposable supplies, including, among other things, gloves, diapers, adhesive bandages, elastic bandages, and gauze.

### **Prosthetic and Orthotic/Support Devices**

#### *Covered Services*

- (a) Surgically implanted prosthetic devices, such as replacement hip or heart pacemaker if Medically/Clinically Necessary according to the criteria set forth in our medical policies.
- (b) Externally worn prosthetic devices if Medically/Clinically Necessary according to the criteria set forth in our medical policies.
- (c) Purchased, repaired or replaced prosthetics and orthotics if Medically/Clinically Necessary according to the criteria set forth in our medical policies.
- (d) Repairs or maintenance of prosthetic and orthotic/support devices required as a result of normal use.

#### *Non-Covered Services*

- (a) All repairs and maintenance that result from misuse or abuse.
- (b) Appliances that have been lost or stolen.
- (c) Prosthetic or orthotic devices that are not conventional, not Medically/Clinically Necessary according to the criteria set forth in our medical policies, or for the convenience of the Member or caregivers.

You may call our Customer Service Department to find out if the Prosthetic or Orthotic/Support Device you need is Covered or go to [priorityhealth.com](http://priorityhealth.com).

## F. Behavioral Health Services

### Mental Health Services

#### *Covered Services*

- (a) Evaluation, consultation and treatment to determine a diagnosis and treatment plan for acute crisis intervention and other mental health conditions when approved by our Behavioral Health Department as Medically/Clinically Necessary and received from a Participating Provider. Solution-focused treatment and crisis interventions are Covered.
- (b) Solution-focused treatment, including both individual and/or group sessions, is Covered as shown in the Schedule of Copayments and Deductibles to this Policy. The average course of treatment, which can vary depending upon your condition, is usually 5-6 sessions in length. We Cover services that: 1) result in measurable and substantial improvement in mental health within 90 days; and 2) follow evidence-based standards of care.

The main goals of solution-focused treatment are:

- (i) to stabilize your current situation through an emphasis on personal strengths and coping skills, and
- (ii) to intervene in ways that will have a positive, lasting impact beyond treatment's end.

#### *Additional Coverage Information*

Care is Covered when it is:

- approved in advance by our Behavioral Health Department as Medically/Clinically Necessary, and
  - received from a Participating Provider, including a Participating Substance Abuse Treatment Facility.
- (a) Prior Authorization. Mental Health services do not require referral from your PCP, but do require prior approval from our Behavioral Health Department. Call our Behavioral Health Department at 616 464-8500 or 800 673-8043 for assistance.
  - (b) Covered Treatment Settings. Mental health services may be provided in a variety of settings as approved by our Behavioral Health Department, generally the least restrictive for the particular condition. Covered treatment settings include:
    - (i) Acute Inpatient Hospitalization. The highest level of intensity of medical and nursing services provided within a structured environment providing 24-hour skilled nursing and medical care. Full and immediate access to ancillary medical care must be available for those programs not housed within general medical centers.
    - (ii) Partial Hospitalization. An intensive, non-residential, level of service where multidisciplinary, medical and nursing services are required. This care is provided in a structured setting, similar in intensity to inpatient, meeting for more than four hours (and, generally, less than eight hours) daily.
    - (iii) Intensive Outpatient Treatment. Multidisciplinary, structured services provided at a greater frequency and intensity than routine outpatient treatment. These are generally up to four hours per day, up to five days per week. Common treatment modalities include individual, family, group and medication therapies.
    - (iv) Outpatient Treatment. The least intensive level of service, provided in an office setting from 45-50 minutes (for individuals) to 90 minutes (for group therapies) per day by a Participating Provider who is a licensed behavioral health professional. Services provided via telephone, e-mail or Internet are not Covered.
    - (v) 23-Hour Observation. "23-hour beds" are defined as a period of up to 23 hours during which services are provided at less than an acute level of care. It is indicated for those situations where full criteria for inpatient hospitalization are not met because of external factors relative to information gathering or risk assessment yet the patient clearly is at risk for harm to self or others.

*Coverage Limitations*

Mental health services do not require referral from your PCP, but do require prior approval from our Behavioral Health Department. Call our Behavioral Health Department at 616 464-8500 or 800 673-8043 for assistance.

The following Coverage limitations apply with respect to certain conditions:

- (a) Eating Disorders, including Anorexia Nervosa, Bulimia Nervosa, and feeding disorders of infancy or childhood, are Covered for outpatient, Intensive Outpatient Programming (IOP), partial hospitalization, and inpatient hospitalization levels of care based on Priority Health's determination that the requested services are Medically/Clinically Necessary. Residential care is not Covered for the treatment of eating disorders. Treatment for any related medical complications is Covered under your medical benefits.
- (b) Impulse Control Disorders, including but not limited to Impulse Control Disorder, Unspecified, Pathological Gambling and Intermittent Explosive Disorder, are Covered for initial evaluation and follow-up psychiatric medication management deemed Medically/Clinically Necessary by our Behavioral Health Department.
- (c) Attention Deficit Hyperactivity Disorders are Covered for initial evaluation, and follow-up psychiatric medication management.
- (d) Personality Disorders are Covered for specific psychological testing to clarify the diagnosis. Crisis intervention (outpatient or inpatient treatment) is Covered as deemed Medically/Clinically Necessary by our Behavioral Health Department.
- (e) Organic Brain Disorders are Covered for initial evaluation to clarify the diagnosis and for follow-up psychiatric medication management. Treatment for any related medical complications requiring services, including but not limited to neuropsychological testing, are Covered under your medical benefit. Services for Members with Illnesses such as Closed Head Injuries, Alzheimer's and other forms of dementia, who meet our inpatient or partial hospitalization criteria are Covered for Medically/Clinically Necessary medical and behavioral health services.
- (f) Dissociative Identity Disorder (formerly known as Multiple Personality Disorder) is Covered for initial evaluation and follow-up psychiatric medication management.
- (g) Pervasive Developmental Disorders, including but not limited to Autism, Aspergers, Rett's Disorder, Emotional Impairments, Learning Disabilities, Sensory Integration Disorder and Mental Retardation are Covered for initial evaluation and follow-up psychiatric medication management. Treatment for any related medical complications, including but not limited to neuropsychological testing, are Covered under your medical benefits.

Your Coverage for Mental Health benefits is shown in the Schedule of Copayments and Deductibles to this Policy.

*Non-Covered Services*

- (a) Transitional living centers, non-licensed programs, therapeutic boarding schools, and services typically provided by community mental health services program settings.
- (b) Custodial care or basic care provided in a residential, institutional or assisted living setting. Non-skilled care received in a home or facility on a temporary or permanent basis. Examples of such care include room and board, health care aids, and personal care designed to help you in activities of daily living or to keep you from continuing unhealthy activities.
- (c) Prescription drug Coverage is only available when you are confined as an inpatient unless you have a prescription drug rider to this Policy.
- (d) Non-medical ancillary services and inpatient care not received in a Hospital or Participating Mental Health Treatment Facility.
- (e) Services for nicotine/caffeine abuse or addiction, sexual/gender identity issues, antisocial personality, and insomnia and other sleep disorders. Services and treatment related to sex therapy.
- (f) Services for adoption adjustment issues, such as treatment for reactive attachment disorder and other treatment for adoptive children with special needs or a history of sexual abuse or neglect.
- (g) Counseling for marital and relationship enhancement and religious purposes including counseling provided by a religious counselor who is not a Participating Provider.
- (h) Experimental/investigational or unproven treatments and services, including biofeedback, hypnotherapy, Methadone maintenance, neurofeedback and light boxes for phototherapy.
- (i) Scholastic/Educational Testing is not Covered. Intelligence and Learning Disability testing and evaluations should be requested and conducted by the child's school district.

## Substance Abuse Services

### *Covered Services*

Care is Covered when it is:

- approved in advance by our Behavioral Health Department as Medically/Clinically Necessary; and
- received from a Participating Provider, including a Participating Substance Abuse Treatment Facility.

Substance abuse services do not require referral from your PCP, but do require prior approval from our Behavioral Health Department. Call our Behavioral Health Department at 616 464-8500 or 800 673-8043 for assistance.

Counseling, medical testing, diagnostic evaluation and prescription drugs for detoxification and treatment of substance abuse are Covered as described below:

- (a) Inpatient Detoxification. Detoxification services provided in a 24-hour hospital setting with full nursing and medical care. Generally provided on inpatient detoxification units, services can also be received on a medical/surgical unit when needed for safety or in the absence of adequate services elsewhere. Services received on a medical/surgical unit are managed jointly by our Behavioral Health and Health Management Departments.
- (b) Inpatient Rehabilitation. Care provided at a sub-acute level with 24-hour per day supervised skilled nursing care.
- (c) Outpatient/Ambulatory Detoxification. Detoxification services delivered within a structured program having medical and nursing supervision where physiological consequences of withdrawal have non-life-threatening potential.
- (d) Intensive Outpatient Programs. Multidisciplinary, structured services provided at a frequency of up to four hours daily, up to five days per week for the treatment of a substance dependence disorder.
- (e) Outpatient Treatment. The least intensive level of service, provided in an office setting from 45-50 minutes (for individuals) to 90 minutes (for group therapies) per day.

### *Coverage Limitations*

Your Coverage for Substance Abuse Care benefits is shown in the Schedule of Copayments and Deductibles.

### *Non-Covered Services*

- (a) Residential treatment, institutional care, non-licensed programs, half-way houses or assisted living settings. Non-skilled care received in a home or facility on a temporary or permanent basis. Examples of such care include room and board, health care aids, and personal care designed to help you in activities of daily living or to keep you from continuing unhealthy activities.
- (b) Prescription drug Coverage is only available when you are confined as an inpatient unless you have a prescription drug rider to this Policy.
- (c) Non-medical ancillary services and inpatient care not received in a Hospital or Participating Substance Abuse Treatment Facility.
- (d) Services for nicotine/caffeine abuse or addiction.
- (e) Experimental/investigational or unproven treatments and services, including biofeedback, hypnotherapy, neurofeedback and methadone maintenance.

## G. Family Planning And Maternity Care Services

### **Abortions**

#### *Non-Covered services*

All services and supplies relating to elective abortions.

### **Contraceptive Medications and Devices**

#### *Covered Services*

Contraceptive medications and devices are a covered benefit only with a Rider to this Policy.

## Maternity and Newborn Care

### Covered Services

- (a) Hospital and Provider Care. Services and supplies furnished by a Hospital or Provider for prenatal care, including genetic testing, postnatal care, Hospital delivery, and care for the complications of pregnancy.
- (b) The mother and Newborn have the right to stay no less than 48 hours following a normal vaginal delivery or no less than 96 hours following a cesarean section. If the mother and her attending Physician agree, the mother and the Newborn may be discharged from the Hospital sooner and these restrictions would not apply.
- (c) Newborn Child Care.
  - (i) Routine inpatient care for a Newborn child of a Subscriber from the date of birth until the discharge of the Newborn or of the mother, whichever happens first, so long as the mother is a Member. Routine inpatient care rendered for the Newborn before the mother's discharge will be Covered, subject to the same Copayment and individual and family maximums as under the mother's plan.
  - (ii) Coverage for a Newborn child's Injury or Illness (including necessary care and treatment of medically diagnosed congenital defects and birth abnormalities) for the first 31 days.

To continue Coverage for the Newborn beyond the first 31 days, you must properly enroll the Newborn within 31 days after the date of birth. Section 4.A(1) explains the proper enrollment procedures.
- (d) Home Care Services. Telephone assessment and home visits by a registered nurse within three days after the date of the mother's discharge for evaluation of the mother, Newborn and family. These services are only available if you are discharged within the guidelines of the HealthyEncounters<sup>SM</sup>-Maternity Care program, our short-term stay maternity program, or if your provider identifies a medical need.
- (e) Maternity education programs provided by a participating provider.

### Non-Covered Services

- (a) Prenatal maternity care, delivery services and postpartum care provided while you are outside of the Service Area. Travel out of the Service Area after 34 weeks gestation requires approval by your treating Physician and Priority Health. If you do not obtain approval from us prior to travel, you may be financially responsible for the cost of any care received. We do not consider a routine delivery to be an emergency.
- (b) Services and supplies received in connection with an obstetrical delivery in the home.

## Reproductive Services.

### Covered Services

- (a) Diagnostic, counseling, and planning services for treatment of the underlying cause of infertility. Examples of Covered services are sperm count, endometrial biopsy, hysterosalpingography, and diagnostic laparoscopy.
- (b) Advice on contraception and family planning, including childbirth education.
- (c) Certain genetic counseling, testing and screening services when approved in advance by us.
- (d) Sterilization procedures such as tubal ligations, tubal obstructive procedures and vasectomy. Vasectomy is covered when performed in a Physician's office or when performed in connection with another Covered inpatient or outpatient surgery.

Note: Voluntary sterilization may be excluded or limited as shown in the Schedule of Copayments and Deductibles or any rider to this Policy.

### Non-Covered Services

- (a) Birth control pills, implantable contraceptive drugs (including insertion and removal), condoms, contraceptive foams, diaphragms or devices, IUD's and contraceptive jellies and ointments.
- (b) Services to reverse voluntary sterilization.

- (c) All services and supplies relating to treatments for infertility including, among other things, artificial insemination, in-vitro fertilization, embryo or ovum transfer procedures, any other assisted reproduction procedure, fees to a surrogate parent, prescription drugs designed to achieve pregnancy, harvest preservation and storage of eggs or sperm.

## **H. Dental, Vision And Hearing Services**

### **1. Dental Services**

#### *Covered Services*

- (a) Facility, ancillary and anesthesia services may be covered for pediatric Members under the age of 18 as follows:
- (i) Multiple extractions or multiple restorations for children under the age of seven.
  - (ii) A total of six or more teeth are extracted in various quadrants.
  - (iii) Dental treatment needs for which local anesthesia is ineffective because of acute infection, anatomic variation or allergy.
  - (iv) Extensive oral-facial and/or dental trauma for which treatment under local anesthesia would be ineffective or compromised.
  - (v) Patients with a concurrent hazardous medical condition.
  - (vi) Medical services that are Medically/Clinically Necessary such as suturing of lacerations required in connection with an accident.
- (b) Facility, ancillary and anesthesia services for adults require prior approval by Priority Health.
- (c) Removal of sound natural teeth required in preparation for other medical procedures.

#### *Non-Covered Services*

Unless you have a dental rider to this Policy, dental services are not Covered, including among other things:

- (a) Routine dental services.
- (b) Dental x-rays.
- (c) Dental surgery, such as root canals and tooth extractions, even when provided in conjunction with other treatment or surgery.
- (d) Orthodontia and orthodontic x-rays, even when provided in conjunction with other treatment or surgery,
- (e) Orthognathic surgery (except as specifically Covered above),
- (f) Dental prostheses, including implants and dentures and preparation of the bone to receive implants or dentures.
- (g) Rebuilding or repair of soft tissues of the mouth or lip except as specifically above.
- (h) Bite splints used for dental purposes or for temporomandibular joint dysfunction or syndrome.
- (i) Treatment of congenital dental defects, such as missing or abnormally developed teeth.
- (j) Treatment, services and supplies related to periodontal/ inflammatory gum disease.
- (k) Dental services required due to accidents.

### **Oral Surgery**

#### *Covered Services*

- (a) Reduction or manipulation of fractures of facial bones.
- (b) Removal of tumors or cysts of the jaw, other facial bones, soft tissues of the mouth, lip, tongue, accessory sinuses, salivary glands, or the ducts.
- (c) Rebuilding or repair of soft tissues of the mouth or lip needed to correct anatomical functional impairment caused by congenital birth defect or accidental Injury.
- (d) Medical services such as suturing of lacerations required in connection with a dental accident.

*Non-Covered Services*

- (a) Rebuilding or repair for cosmetic purposes.
- (b) Orthodontic treatment, even when provided along with oral surgery.
- (c) Dental surgery in preparation for implants or dentures, including preparation of the bone, or dental surgery done in connection with any of the Covered Services listed above.

**Orthognathic Surgery***Covered Services*

"Orthognathic surgery" is defined as oral surgical therapy involving the repositioning (but not removal) of an individual tooth, arch segment, or entire arch, if the surgery is provided along with a course of orthodontic treatment to correct bodily dysfunction. We will only Cover the following orthognathic surgery services, and only when the services are approved in advance by us in consultation with your PCP (and, if necessary, a dental consultant) as Medically/Clinically Necessary:

- (a) Referral care for evaluation and orthognathic treatment.
- (b) Cephalometric study and x-rays.
- (c) Orthognathic surgery and post-operative care.
- (d) Hospitalization.

*Non-Covered Services*

Orthodontic treatment, even when provided along with orthognathic surgery.

**Temporomandibular Joint Dysfunction or Syndrome***Covered Services*

Medical care or services to treat temporomandibular joint dysfunction or temporomandibular joint syndrome resulting from a medical cause or Injury are Covered. "Temporomandibular Joint Syndrome" or "TMJS" means muscle tension and spasms related to the temporomandibular joint, facial, and cervical muscles, causing pain, loss of function and neurological dysfunction. You have Coverage for the following services:

- (a) Office visits for medical evaluation and treatment.
- (b) Specialty referral for medical evaluation and treatment.
- (c) X-rays of the temporomandibular joint including contrast studies, but not dental x-rays.
- (d) Myofunctional therapy.
- (e) Surgery to the temporomandibular joint, such as condylectomy, meniscectomy, arthrotomy, and arthrocentesis.

*Non-Covered Services*

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

**2. Vision Care Services***Covered Services*

- (a) One vision screening during each Calendar Year to determine vision loss.
- (b) Coverage is limited to treatment of medical conditions and diseases of the eye.

*Non-Covered Services*

- (a) Eyeglasses, eyeglass frames, all types of contact lenses or corrective lenses.
- (b) Eye exercises, visual training, orthoptics, sensory integration therapy.
- (c) Radial keratotomy, laser surgeries and other refractive keratoplasties.

- (d) Refractions (tests to determine an eyeglass prescription).
- (e) Vision care unless you have a vision care rider attached to this Policy.

### 3. Hearing Care Services

#### *Covered Services*

Hearing tests and one hearing screening during each Contract Year to determine hearing loss.

#### *Non-Covered Services*

- (a) Services and supplies related to hearing care, including ear plugs, external BAHA devices, hearing aids and adjustments, unless you have hearing care rider attached to this Policy.
- (b) Hearing screenings do not include examinations for hearing aids unless you have a hearing rider to this Policy.

## I. Plan Guidelines

### **Referral Care**

Referral care is care provided by a Specialist Provider, including Participating Providers and Non-Participating Providers. See Sections 2.C and 2.G for the requirements and the steps of the prior approval process, including how to confirm Coverage before receiving services.

Some referral care must be approved in advance by us when we consider approval necessary, including all non-emergency referral care provided by Non-Participating Providers. A current detailed list of referral care that must be approved in advance by us is available by calling our Customer Service Department or on our website at [priorityhealth.com](http://priorityhealth.com).

### **Against Medical Advice/Noncompliance**

#### *Non-Covered Services*

You are not Covered for those services or supplies determined by Priority Health medical committees to be ineffective, unproductive or compromised because:

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

Priority Health may also deny Coverage of services or supplies when discharging yourself from a facility against medical advice, your being discharged from a facility for noncompliance, or your noncompliance with treatment you and your provider have agreed to in any setting is determined to be a major contributing factor to requiring the follow-up service or supply (e.g., an emergency room visit shortly following your leaving against medical advice from a facility for a related Illness or Injury).

Noncompliance with treatment includes but is not limited to:

- (a) Failure to take prescribed medication.
- (b) Failure to follow through with outpatient treatment after inpatient or other intensive level of care.
- (c) Failure to comply with treatment plans or care contracts between you and a Provider or you and us

### **Court Ordered Services**

#### *Covered Services*

We will Cover services according to the terms of this Policy only if they are Medically/Clinically Necessary and you have not exhausted your benefits for the Contract Year.

#### *Non-Covered Services*

Services required by court order and services required to file or respond to an action with a court, including evaluations and testing, or services required as a condition of parole or probation.

**Domestic Violence***Covered Services*

Medically/Clinically Necessary treatment, services and supplies for Injuries resulting from domestic violence.

**Experimental, Investigational or Unproven Services**

Priority Health uses the following criteria when evaluating new technologies, procedures and drugs:

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

*Covered Services*

- (a) Coverage is available for routine patient costs in connection with certain Phase II and Phase III cancer clinical trials. For information about which trials are Covered, your PCP should contact Priority Health's Medical Management Department.
- (b) The exclusion of coverage for experimental, investigational, or unproven treatment may be reviewed for exception if the condition is 1) a terminal disease, or 2) a chronic, life threatening, severely disabling disease that is causing serious clinical deterioration. Individual case review may allow coverage for care or treatment that is investigational, yet promising for the conditions described. Medical Coverage policy applies.

*Non-Covered Services*

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

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

"Reliable Evidence" includes any of the following:

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

## **Illegal Acts**

### *Non-Covered Services*

Treatment, services and supplies in connection with any Injury or Illness caused by your:

- (a) commission of, or attempt to commit, a felony or other serious illegal act; or
- (b) engagement in an illegal occupation;

We reserve the right to recover the cost of services and supplies that were initially Covered by us and later determined to be excluded as described in this **Illegal Acts** section.

## **Not Medically/Clinically Necessary**

Services and supplies that we determine are not Medically/ Clinically Necessary according to our medical and behavioral health policies established by Priority Health with the input of physicians not employed by Priority Health or according to criteria developed by reputable external sources and adopted by Priority Health. If you disagree with us about Medical/ Clinical Necessity, you (or your Participating Provider, if you wish) may appeal our determination as described in Section 11. But unless and until we agree with you that the services and supplies will be Covered Services, they will be excluded from Coverage.

If we exclude Coverage because a service or supply is not Medically/Clinically Necessary, that decision is a determination about benefits and not a medical treatment determination or recommendation. You, with a Participating Provider, may choose to go ahead with the planned treatment at your own expense. You have the option to appeal our denial of your claim for Coverage under our inquiry and grievance procedure as set forth in Section 11.

## **Services Not Covered**

### *Non-Covered Services*

- (a) **No Legal Obligation to Pay.** Any service or supply that you would not have a legal obligation to pay for without this Coverage, including, among other things, any service performed or item supplied by a relative of yours if, in the absence of this Coverage, you would not be charged for the service or item.
- (b) **No Show Charges.** Any missed appointment fee charged by a Participating or Non-Participating Provider because you failed to show up at an appointment, except in the case of a Medical Emergency.
- (c) **Third Party Requirements.** Services required or recommended by Third Parties, including, but not limited to:
  - (i) Physical examinations in excess of one per year performed by your PCP,
  - (ii) Physical examinations performed by a Physician other than your PCP, and
  - (iii) Diagnostic services and immunizations related to: getting or keeping a job, getting or keeping any license issued by a governmental body, getting insurance coverage, foreign travel, adopting children, obtaining or maintaining child custody, school admission or attendance and participation in athletics.
- (d) **Unauthorized Services and Supplies.**
  - (i) Services and supplies that your PCP or other Participating Physician did not perform, prescribe, or arrange according to the guidelines of this Policy.
  - (ii) Services and supplies that were provided without any required advance approval by us,
  - (iii) Services and supplies sought solely for the purpose of obtaining benefits under this Policy.
- (e) **Providers Barred from Reimbursement.** Services and supplies received from providers who either have been terminated from our provider network for failing to meet Priority Health's credentialing criteria, or providers who we have identified as being noncompliant with Priority Health's quality standards and programs.
- (f) **Items or Services Furnished, Ordered or Prescribed by any Provider Included on the Office of Inspector General's (OIG) List of Excluded Individuals/Entities.** This list is available on the OIG website at [www.hhs.gov/oig](http://www.hhs.gov/oig).
- (g) **Non-Participating Providers.** Non-Participating Providers are those not listed in our provider directory. For the most complete directory, call our Customer Service Department or visit our member center on our website at [priorityhealth.com](http://priorityhealth.com). Services and supplies received from Non-Participating Providers are not Covered, except in the case of a Medical Emergency or if approved

by us in writing prior to obtaining the services and supplies. See Sections 2.C and 2.G for the requirements and the steps of the prior approval process, including how to confirm Coverage before receiving services.

- (h) Treatment in a Federal, State, or Governmental Entity. The following are excluded to the extent permitted by law:
- (i) Services and supplies provided in a Non-Participating Hospital owned or operated by any federal, state, or other governmental entity.
  - (ii) Services and supplies provided for conditions relating to military service, if you are legally entitled to the services and supplies and if you have reasonable access to the services and supplies at a governmental facility.
  - (iii) Services and supplies provided while in detention or incarcerated in a facility such as a youth home, jail or prison, when in the custody of law enforcement officers or on release for the sole purpose of receiving medical treatment.

## II. AT THE ALTERNATE BENEFITS LEVEL

You are responsible for those Copayments and Deductibles listed in the Schedule of Copayments and Deductibles. Deductibles, if any, apply to all Covered Services. You are also responsible for Charges in excess of Reasonable and Customary Charges.

You are entitled to the Covered Services at the Alternate Benefits level described in this Section 6.II when those services meet the following criteria:

- (1) Medically/Clinically Necessary (as defined in this Policy and according to Medical and Behavioral Health policies established by Priority Health with the input of physicians not employed by Priority Health or according to criteria developed by reputable external sources and adopted by Priority Health); and
- (2) Approved in advance by us when we consider approval necessary (See Section 2.C and 2.G for prior approval requirements and the steps of the prior approval process, including how to confirm Coverage before receiving services. See Section 6.III for the penalty that may apply when prior approval is not obtained.); and
- (3) Not excluded elsewhere in this Policy or in a rider or amendment to this Policy. (Note: Payment for Covered Services will not exceed the Maximum Individual Lifetime Benefit.)

NOTE: Sometimes a provider may refer you for or suggest a service that we do not Cover. Just because a provider refers you or suggests the service does not mean you will have Coverage for that service. For example: Acupuncture is excluded from Coverage. If your doctor recommends acupuncture as a treatment for a medical condition, coverage for acupuncture will not be provided even if acupuncture could prevent the need for more costly Covered Services. Remember – If you receive services that we do not Cover, you must pay for the services.

You should carefully review the rest of this Policy and any riders and amendments for more information about the extent of your Coverage.

### A. Professional Services

#### Allergy Testing and Treatments

##### *Covered Services*

Allergy testing, evaluations and injections including serum costs.

##### *Non-Covered Services*

Skin titration (Rinkle Method), cytotoxicity testing (Bryan's Test), MAST testing, urine autoinjections, bronchial or oral allergen sensitization and provocative and neutralization testing for allergies.

#### Cancer Drug Therapy and Clinical Trials

##### *Covered Services*

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

Routine patient costs in connection with certain Phase II and Phase III cancer clinical trials may be Covered if approved in advance by our Medical Director.

Coordination of Benefits for drugs for cancer therapy and cancer clinical trials: If you have prescription drug coverage under rider with your Priority Health plan or another plan, drugs for cancer therapy and cancer clinical trials will be Covered by your prescription drug riders before Coverage under your Priority Health base plan will apply.

### **Clinical Ecology and Environmental Medicine**

#### *Non-Covered Services*

Services and supplies provided to effect changes in or treatment to you and/or your physical environment. "Clinical ecology" and "environmental medicine" means medical practice that is based on the belief that exposure to low levels of numerous common substances in the environment can be responsible for a variety of symptoms affecting numerous body systems.

### **Diabetic Services, Supplies, and Medications**

#### *Covered Services*

- (a) Blood glucose monitors and diabetes test strips.
- (b) Syringes and lancets.
- (c) Diabetes educational classes to ensure that persons with diabetes are trained as to the proper self-management and treatment of their diabetic condition.
- (d) Certain diabetic supplies, such as syringes, needles, lancets, and blood glucose test strips, may be purchased at durable medical equipment (DME) provider. Your DME Copayment will apply. If you have a prescription drug rider, these supplies may also be purchased at a participating pharmacy and your prescription drug Copayment will apply.
- (e) Insulin pumps may be Covered under the DME benefit.
- (f) Shoe inserts for members with peripheral neuropathy, including diabetic neuropathy.
- (g) Diabetic shoes when Medically/Clinically Necessary according to the criteria set form in our medical policies.

#### *Non-Covered Services*

- (a) Alcohol and gauze pads.
- (b) Insulin and other medications for Members with diabetes are not Covered unless you have a prescription drug rider.
- (c) Services and supplies for the convenience of the Member or caregivers.

### **Dietitian Services**

#### *Non-Covered Services*

Dietitian Services are only covered if you meet the criteria under the Preferred Benefits level. See **Dietician Services** under Section 6.I.A.2.

### **Educational Services**

#### *Non-Covered Services*

Education to manage chronic disease states such as diabetes or asthma are only Covered at the Preferred Benefits level. See **Education Services** under Section 6.I.A.2. for education services that are Covered at the Preferred Benefits level.

### **Foot Care**

#### *Non-Covered Services*

- (a) Routine foot care, including corn and callous removal, nail trimming and other hygienic or maintenance care.
- (b) Cleaning, soaking, and skin cream application for the feet.
- (c) Shoes unless attached to a brace.

## Health Maintenance and Preventive Health Care Services

Preventive Health Care Services are described in Priority Health's Preventive Health Care Guidelines available in the member center on our website at [priorityhealth.com](http://priorityhealth.com) or you may request a copy from our Customer Service Department.

### *Covered Services*

The following services are Covered for each Member even though they are not provided in connection with the diagnosis and treatment of an Illness or Injury:

- (a) Well baby care, including routine physical examinations and clinical screenings given at two weeks, one month, two months, four months and six months from the date of birth plus two visits between one year and two years from the date of birth or as directed by your child's Physician.
- (b) Periodic physical examinations.
- (c) Pediatric and adult immunizations for infectious diseases, identified as a routine vaccine for the general public, as recommended by our Preventive Health Committee. For immunizations that are not Covered, see Services Not Covered under Section 6.II.I., Third Party Requirements.
- (d) One vision screening during each Contract Year to determine vision loss. Vision screenings do not include refractions, which are tests to determine an eyeglass prescription. See Vision Care Services under Section 6.II.H.2. for vision services that are not Covered.
- (e) Hearing tests and one hearing screening during each Contract Year to determine hearing loss. Hearing screenings do not include examinations for hearing aids. Hearing aids and related services are Covered only if you have a hearing care rider to this Policy. See Hearing Care Services under Section 6.II.H.3. for hearing services that are not Covered.
- (f) One routine "well woman" examination, including a gynecological examination and breast examination, during each Contract Year.
- (g) Breast cancer screening mammography as directed by your Physician or as required by state law.
- (h) Maternity care as described in Section 6.II.G.
- (i) Diagnostic and therapeutic radiology services and laboratory tests not excluded under Section 6 in this Policy.  
Certain radiology examinations, including positron-emission tomography (PET scans), magnetic resonance imaging (MRI), computed tomography (CT scans) and nuclear cardiology studies, require prior approval by Priority Health.
- (j) Smoking cessation counseling.
- (k) Weight loss counseling.

## Homeopathic and Holistic Services

### *Non-Covered Services*

Acupuncture and other non-traditional services including, but not limited to, holistic and homeopathic treatment, yoga, Reiki, massage therapy and Rolf therapy.

## Intractable Pain

### *Covered Services*

Evaluation and treatment of intractable pain.

## Provider Care Services

Provider Care Services include all services listed in this Section 6.II. provided by a Physician during an office, home or Hospital visit for the diagnosis and treatment of a Covered Illness or Injury and approved in advance by us, if necessary.

See Section 2.C and 2.G to review the prior approval process, including how to confirm Coverage before receiving services.

See Section 6.III. for the penalty that may apply when prior approval is not obtained.

## Reconstructive Surgery

### *Covered Services*

- (a) Reconstructive surgery to correct Congenital Birth Defects and/or effects of Illness or Injury, if:
- (i) The defects and/or effects of Illness or Injury cause clinical functional impairment. "Clinical functional impairment" exists when the defects and/or effects of Illness or Injury:
    - causes significant disability or major psychological trauma (psychological reasons do not represent a medical or surgical necessity unless you are undergoing psychotherapy for issues solely related to the Illness or Injury for which the reconstructive surgery is requested),
    - interfere with employment or regular attendance at school,
    - require surgery that is a component of a program of reconstructive surgery for congenital deformity or trauma, or
    - contribute to a major health problem, and
  - (ii) We reasonably expect the surgery to correct the condition, and
  - (iii) The services are approved in advance by us and you receive them within two years of the event that caused the impairment, unless either of the following applies:
    - The impairment caused by illness or injury was not recognized at the time of the event. In that case, treatment must begin within two years of the time that the problem is identified, or
    - Your treatment needs to be delayed because of developmental reasons.

We will Cover treatment to correct the functional impairment even if the treatment needs to be performed in stages as long as that treatment begins within two years of the event causing the impairment and as long as you remain a Member. We will do that even if the treatment takes longer than two years.

Necessary surgery following cancer surgery (such as following a mastectomy) and major trauma (severe lacerations and burns) is a Covered Service as required by law.

### (b) Reconstructive Surgery Following Breast Cancer

In compliance with the Women's Health and Cancer Rights Act of 1998, Priority Health will consult with your physician to determine Coverage for these services:

- (i) Reconstruction of the breast on which a mastectomy was performed;
- (ii) Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- (iii) Prostheses and treatment of physical complications at all stages of the mastectomy, including lymphedema.

The requirement to receive services within two years of the event that caused the impairment does not apply to reconstructive surgery following breast cancer.

### *Coverage Limitations*

Your Coverage for certain procedures, treatments and reconstructive surgeries is limited by the Copayment and Deductible as shown in the Schedule of Copayments and Deductibles and any rider to this Policy.

### *Non-Covered Services*

Cosmetic services, prescription drugs, treatment, therapies or procedures done primarily to improve the way any part of the body looks. Coverage is excluded for, among other things:

- (a) Blepharoplasty of lower lids.
- (b) Breast augmentation except when provided as part of post-mastectomy reconstructive services.
- (c) Chemical peel for acne.
- (d) Collagen implants.
- (e) Diastasis recti repair.

- (f) Removal for excessive hair growth by any method, even if caused by an underlying medical condition.
- (g) Excision or repair of excess or sagging skin except panniculectomy.
- (h) Fat grafts, unless an integral part of another Covered procedure.
- (i) Hair transplants or repair of any congenital or acquired hair loss, including hair analysis.
- (j) Liposuction, unless an integral part of another Covered procedure.
- (k) Spider vein removal.
- (l) Rhytidectomy (wrinkle removal).
- (m) Rhinophyma treatment.
- (n) Salabrasion.
- (o) Tattoo removal.
- (p) Orthodontic treatment, even when provided along with reconstructive surgery.

### **Rehabilitative Medicine Services**

Short-term rehabilitative medicine services are Covered if:

- you receive them as an outpatient or in the home, and
- the services cannot be provided by any federal or state agency or by any local political subdivision, including school districts, when a Member is not liable for the costs in the absence of insurance, and
- the therapy is restorative in nature and there is meaningful improvement within 60 days in the Member's ability to perform functional day-to-day activities that are significant in the Member's life roles, and
- a Physician refers, directs, and monitors the services.

#### *Covered Services*

- (a) Physical and occupational therapy (including spinal manipulations), including services provided within the scope of practice of osteopathic and chiropractic physicians, for treatment of medical diagnoses are covered if due to:
  - (i) an Injury;
  - (ii) an Illness; or
  - (iii) a congenital defect for which you have received corrective surgery.

Biofeedback for treatment of medical diagnoses when Medically/Clinically Necessary, as determined according to our medical policies.

- (b) Speech therapy for treatment of medical diagnoses is Covered if due to:
  - (i) an Injury;
  - (ii) an Illness; or
  - (iii) a congenital defect for which you have received corrective surgery.
- (c) Cardiac and pulmonary rehabilitation when Medically/Clinically Necessary, as determined according to our medical policies.

The rehabilitative medicine benefits are categorized in the Schedule of Copayments and Deductibles. The maximum number of visits per Contract Year for each rehabilitative medicine category is shown in the Schedule of Copayments and Deductibles. The maximum visits applies even when continued care is Medically/Clinically Necessary beyond the benefit maximum.

#### *Non-Covered Services*

- (a) Therapy is not Covered if there is not meaningful improvement in the Member's ability to perform functional day-to-day activities that are significant in the Member's life roles within 90 days of therapy initiation.

- 
- (b) Therapy for the purpose of maintaining physical condition or maintenance therapy for a chronic condition including, but not limited to, cerebral palsy and developmental delays.
  - (c) Physical, speech or occupational therapy to correct an impairment, when the impairment is not due to Illness, Injury or a congenital defect for which you have received corrective surgery.
  - (d) Cognitive rehabilitative therapy. Cognitive rehabilitative therapy is defined as neurological training or retraining.
  - (e) Strength training and exercise programs.
  - (f) Visual training and sensory integration therapy.
  - (g) Rehabilitation services obtained from non-Health Professionals, including massage therapists.
  - (h) Summer programs meant to maintain physical condition or developmental status during periods when school programs are unavailable.
  - (i) All therapies for developmental delays, cognitive disorders, including physical, occupational, speech, cognitive and sensory integration therapy.
  - (j) Vocational rehabilitation, including work training, work related therapy, work hardening, work site evaluation and all return to work programs.
  - (k) Relational, educational and sleep therapy and any related diagnostic testing. This exclusion does not apply to therapy or testing provided as part of a Covered inpatient Hospital service.
  - (l) Craniosacral therapy. Prolotherapy
  - (m) Services outside the scope of practice of the servicing provider.

### **Sex Change or Transformation**

#### *Non-Covered Services*

Any procedure or treatment, including hormone therapy, designed to change your physical characteristics from your biologically determined sex to those of the opposite sex. This exclusion applies despite any diagnosis of gender role or psychosexual orientation problems.

### **Tobacco Cessation Treatment**

#### *Covered Services*

Tobacco cessation drug treatments are covered only if you have a prescription drug rider.

#### *Non-Covered Services*

All related services and supplies for the treatment of tobacco abuse, except for smoking cessation counseling provided by your PCP or other Participating Physician.

### **Transplants**

#### *Covered Services*

Evaluations for transplants and transplants of the following organs at a facility approved by us, but only when we have approved the transplant as, Medically/Clinically Necessary and non-experimental:

- (a) Cornea.
- (b) Heart.
- (c) Lung.
- (d) Kidney.
- (e) Bone marrow or stem cell.
- (f) Liver.

- (g) Pancreas.
- (h) Small bowel.

We will Cover the following expenses:

- (a) Typing or screening of a potential donor only if the person proposed to receive the transplant is a Member and the potential donor is a parent, child or sibling of the Member proposed to receive the transplant.
- (b) Computer organ bank searches and any subsequent testing necessary after a potential donor are identified, unless Covered by another health plan.
- (c) Donor's medical expenses if the person receiving the transplant is a Member and the donor's expenses are not Covered by another health benefit plan.
- (d) One comprehensive evaluation per transplant.

*Non-Covered Services*

- (a) Community wide searches for a donor.
- (b) All donor expenses, even those of Members, for transplant recipients who are not Members.
- (c) Transplants of artificial organs.

This provision is not intended to conflict with the Coverage of drugs for cancer therapy, which is Covered as described in **Pharmacy Services** in this Section 6.B.

**Weight Loss Services**

*Covered Services*

Medical and surgical treatment of obesity is Covered when Medically/Clinically Necessary, as determined according to our medical policies. All treatment for obesity must be approved by us in advance and provided by a provider or facility approved by us.

- (a) Physician-supervised weight loss programs are Covered if obtained from a program approved in advance by Priority Health.
- (b) Surgical treatment is limited to specific procedures outlined in our medical policy. In most cases, co-morbid health conditions must exist and all reasonable non-surgical options must have been tried before surgical treatment will be Covered. Surgical treatment will only be considered with evidence of compliance with medical treatment in a Priority Health approved program, along with other criteria set forth in our medical policies. Noncompliance with treatment regimens may limit future benefits.
- (c) Surgical treatment is limited to once per lifetime unless Medically/Clinically Necessary to correct or reverse complications from a previous bariatric procedure.

Note: Coverage for a pre-approved surgery is limited by the Copayment and Deductible as shown in the Schedule of Copayments and Deductibles and any rider to this Policy.

*Non-Covered Services*

Weight loss services, supplies, equipment or facilities in connection with weight control or reduction, whether or not prescribed by a physician or associated with an Illness, including, but not limited to: food, food supplements, gastric balloons, certain weight loss surgeries, jaw wiring, liposuction, physical fitness or exercise programs.

**B. Pharmacy Services**

**Injectable Drugs.**

*Covered Services*

In general, the following Covered drugs are treated as medical benefits. Exceptions are outlined in our medical policies.

- (c) Injectable and infusible drugs administered in an inpatient or emergency setting.
- (d) Injectable and infusible drugs requiring administration by a Health Professional in a medical office, home or outpatient facility.

We may require selected Specialty Drugs be obtained by your provider through a Specialty Pharmacy.

Note: Coverage for selected injectable drugs in certain categories is available only if you have a prescription drug rider to this Policy.

#### *Non-Covered Services*

Drugs that are not primarily intended to be administered by a Health Professional as defined by the federal Food and Drug Administration. This includes, for example, self-administered drugs for certain diseases for arthritis, growth deficiency, hepatitis, and multiple sclerosis.

Note: Coverage for drugs that are not primarily intended to be administered by a Health Professional is available only if you have a prescription drug rider to this Policy.

### **Outpatient Prescription Drugs**

#### *Covered Services*

- (a) Coverage for outpatient prescription drugs is available only if you have a prescription drug rider to this Policy.
- (b) Drugs for cancer therapy and the reasonable cost of administering them are Covered regardless of whether the federal Food and Drug Administration (FDA) has approved the cancer drugs to be used for the type of tumor for which the drugs are being used, as required by state law. Certain drugs may not be Covered if a majority of experts believe that further studies or clinical trials are needed to determine the toxicity, safety or efficacy of the drugs.
- (c) Routine patient costs in connection with certain Phase II and Phase III cancer clinical trials may be Covered if approved in advance by our Medical Director.

Coordination of Benefits for drugs for cancer therapy and cancer clinical trials: If you have prescription drug coverage under rider with your Priority Health plan or another plan, drugs for cancer therapy and cancer clinical trials will be Covered by your prescription drug riders before Coverage under your Priority Health base plan will apply.

## **C. Hospitals, Labs, And Other Facilities Services**

### **Ambulatory Surgical Services and Supplies**

#### *Covered Services*

Outpatient services and supplies furnished by a surgery center along with a Covered surgical procedure on the day of the procedure. Services and tests performed in an outpatient or ambulatory surgical center will be subject to the Copayment and Deductible, if any, applicable to Hospital services.

### **Home Health Care.**

#### *Covered Services*

Intermittent skilled services, including hospice services, approved in advance by us and furnished in the home by a Home Health Care Agency's registered nurse, licensed practical nurse, physical therapist, occupational therapist, respiratory therapist or speech therapist.

To qualify for home health benefits, we may require that you meet the following:

- (a) Be confined to the home,
- (b) Under the care of a physician,
- (c) Receiving services under a plan of care established and periodically reviewed by a physician, and
- (d) Be in need of intermittent skilled nursing care or physical, speech, or occupational therapy.

#### *Non-Covered Services*

- (a) Custodial care. Any care you receive if, in our opinion, you have reached the maximum level of mental and/or physical function and you will not improve significantly more. Custodial and maintenance care includes room and board, therapies, nursing care, home health aides and personal care designed to help you in the activities of daily living and home care and adult day care that you receive, or could receive, from members of your family. Custodial care is not Covered, even if you receive home health care services or Skilled Services along with custodial care.
- (b) Private Duty Nursing.

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

### **Hospice Care**

#### *Covered Services*

Inpatient and outpatient hospice care is Covered when your Physician informs Priority Health that your condition is terminal and when Medically/Clinically Necessary according to the criteria set forth in applicable medical policies. Inpatient Hospice Care must be approved in advance by us.

- (a) Inpatient. Short-term inpatient care is Covered when Medically/Clinically Necessary for skilled nursing needs that cannot be provided in other settings. Your Coverage for inpatient hospice care is limited by the Contract Year maximum number of days as shown in the Schedule of Copayments and Deductibles to this Policy.
- (b) Outpatient. Outpatient care is covered when intermittent skilled services by a registered nurse or a licensed practical nurse are required or when medical social services under the direction of a physician are required.
- (c) Respite. Respite care in a facility setting is covered as outlined in our medical policies.

#### *Non Covered Services*

Custodial care is not covered even if you receive inpatient or outpatient hospice care along with custodial care.

### **Hospital Care**

#### *Covered Services*

- (a) Inpatient Care. Hospital and longterm acute inpatient services and supplies including services performed by Health Professionals, room and board, general nursing care, observation care and related services and supplies. Non-emergency inpatient hospital stays, other than hospital stays for a mother and her newborn of up to 48 hours following a vaginal delivery and 96 hours following a cesarean section, must be approved in advance by us.
- (b) Outpatient Care. Hospital services and supplies listed under Inpatient Care above that you receive on an outpatient basis.
- (c) Certain surgeries and treatments may be subject to an additional Copayment as set forth in the Schedule of Copayments and Deductibles and any rider to this Policy. In all cases, these surgeries and treatments are Covered only when Medically/Clinically Necessary according to the criteria set forth in applicable medical policies.

#### *Non-Covered Services*

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

### **Radiology Examinations and Laboratory Procedures**

#### *Covered Services*

Diagnostic and therapeutic radiology services and laboratory tests not excluded elsewhere in this Section 6.II.:

- (a) Certain radiology examinations, including positron-emission tomography (PET scans), magnetic resonance imaging (MRI), computed tomography (CT scans) and nuclear cardiology studies, require prior approval by Priority Health.
- (b) Services and tests performed in a Hospital (either as an inpatient or outpatient) are subject to the Copayment and Deductible, if any, applicable to Hospital services even if the service or test was ordered and partially performed in a provider's office.

### **Rehabilitative Medicine Services**

See. Rehabilitative Medicine Services under Section 6.A.2. above.

### **Respite Care**

#### *Coverage Limitations*

Respite care is not covered except when provided by a hospice program for a member enrolled in a hospice program.

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

#### *Covered Services*

- (a) Care and treatment, including therapy, and room and board in semi-private accommodations, at a Skilled Nursing, Subacute or Inpatient Rehabilitation Facility when we have approved a treatment plan in advance. The treatment plan will be approved based on our determination of Medical/Clinical Necessity and appropriateness.
- (b) Your Coverage is limited by the Contract Year maximum number of days as shown in the Schedule of Copayments and Deductibles to this Policy. The maximum days applies even when continued care is Medically/Clinically Necessary beyond the benefit maximum.

#### *Non-Covered Services*

- (c) Admission to a Skilled Nursing, Subacute or Inpatient Rehabilitation Facility is not Covered if the necessary care or therapies can be provided safely in a less intensive setting, including the home or a provider office. Priority Health's admission criteria for Coverage are not the same as Medicare's, therefore, just because Medicare is covering your stay does not mean the services are Covered under this Policy.
- (d) Care provided in a facility required to protect you against self-injurious behavior is not Covered. Examples include care in a facility to prevent you from using alcohol or illicit drugs or to insure your compliance with recommended treatment such as medication use, dietary intake or a behavioral care plan.
- (e) Custodial care is not Covered, even if you receive skilled nursing services or therapies along with custodial care. Custodial care and services include room and board, therapies, nursing care, home health aids and personal care designed to help you in the activities of daily living and home care and adult day care that you receive, or could receive, from members of your family.
- (f) Leave of Absence. Charges incurred when you are on an overnight or weekend pass during an inpatient stay.

### **D. Medical Emergency and Urgent Care Services**

See Section 2.F for information about your Covered for a Medical Emergency and Urgent Care.

### **E. Durable Medical Equipment (DME) and Supplies**

#### **Durable Medical Equipment (DME)**

DME is equipment intended for repeated use in order to serve a medical need, is generally not useful to a person in the absence of Illness or Injury, and is appropriate for use in the home. DME over \$1,000 must be approved in advance by us. Some examples of DME are manual wheelchairs, CPAP machines and glucose monitoring devices.

#### *Covered Services*

- (a) DME is covered by Priority Health when approved in advance by us, when required. For a complete list of covered DME, go to [priorityhealth.com](http://priorityhealth.com) or call our Customer Service Department.
- (b) Repairs or maintenance of DME required as a result of normal use. We reserve the right to limit replacement of DME to the expected life of the equipment.
- (c) Training or education on the use of DME
- (d) Disposable supplies necessary for the proper functioning or application of the DME.
- (e) Inhaler assist devices and some diabetic supplies such as syringes, needles, lancets and blood glucose test strips are covered as a DME benefit or, if you have a prescription drug rider, as a prescription drug benefit.
- (f) Shoe inserts for members with peripheral neuropathy, including diabetic neuropathy.
- (g) Diabetic shoes when Medically/Clinically Necessary according to the criteria set forth in our medical policies.
- (h) Shoes when attached to a Medically/Clinically Necessary brace according to criteria set forth in our medical policies.

#### *Coverage Limitations*

- (a) Coverage is for standard DME only; equipment that is not conventional or not Medically/Clinically Necessary as determined by us or for the convenience of the Member or caregivers will not be Covered. Equipment must be appropriate for home use.

- (b) Coverage for DME, including wheelchairs and insulin pumps, is limited to one piece of same-use equipment. Priority Health may substitute one type or brand of DME for another when the items are comparable in meeting your medical needs. Wheelchair coverage is generally limited to a manually operated wheelchair unless prior approved by us according to our medical policies.
- (c) DME may be rented, purchased or repaired. The decision to rent, purchase, repair or replace DME is at our discretion. We will Cover the repair or replacement, fitting and adjustment of Covered DME that is the result of normal use, body growth or body change. We reserve the right to limit replacement of DME to the expected life of the equipment.

#### *Non-Covered Services*

- (a) Equipment and devices solely for the convenience of you or your caregiver,.
- (b) The purchase or rental of personal comfort items, convenience items, or household equipment that have customary non-medical purposes, such as, among other things: protective beds, chair lifts, air purifiers, water purifiers, exercise equipment, non-allergenic pillows, mattresses or waterbeds, spas, tanning equipment, and other similar equipment.
- (c) Modifications to your home or living area and equipment installation, such as, central or unit air conditioners, escalators, elevators, and swimming pools.
- (d) Car seats and modifications to motorized vehicles.
- (e) Self-help, communication or adaptive aids, designed for self-assistance or safety. Examples include, among other things, reachers, feeding, dressing and bathroom aids, augmentive communication devices, car seats, and protective beds.
- (f) Non-standard items.
- (g) Services and supplies not directly related to your care, such as, among other things: guest meals and accommodations, telephone charges, travel expenses, take-home supplies and similar costs.
- (h) All repairs and maintenance that result from misuse or abuse.
- (j) Replacement of lost or stolen DME.

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

#### *Covered Services*

- (a) Enteral feedings may be Covered if Medically/Clinically Necessary according to the criteria set forth in our medical policies.
- (b) Parenteral nutrition through an IV may be Covered if Medically/Clinically Necessary according to the criteria set forth in our medical policies.

#### *Non-covered Services*

All food, formula and nutritional supplements including, but not limited to, infant formula, protein or caloric boosting supplements, vitamins, Ensure, Osmolyte and herbal preparations or supplements are not Covered, even if approved by the FDA.

### **Medical Supplies**

#### *Covered Services*

- (a) Medical supplies received while an inpatient or in connection with a home health visit are Covered at your hospital benefit level as set forth in the Schedule of Copayments and Deductibles.
- (b) Some medical supplies are Covered under your Durable Medical Equipment Copayment, including such supplies as catheters, syringes, ostomy supplies, feeding tubes, and lancets. For a complete list of covered items go to [priorityhealth.com](http://priorityhealth.com) or contact our Customer Service Department.

#### *Non-Covered Services*

Certain outpatient medical supplies that are consumable or disposable supplies, including, among other things, gloves, diapers, adhesive bandages, elastic bandages, and gauze.

## Prosthetic and Orthotic/Support Devices

### *Covered Services*

- (a) Surgically implanted prosthetic devices, such as replacement hip or heart pacemaker if Medically/Clinically Necessary according to the criteria set forth in our medical policies.
- (b) Externally worn prosthetic devices if Medically/Clinically Necessary according to the criteria set forth in our medical policies.
- (c) Purchased, repaired or replaced prosthetics and orthotics if Medically/Clinically Necessary according to the criteria set forth in our medical policies.
- (d) Repairs or maintenance of prosthetic and orthotic/support devices required as a result of normal use.

### *Non-Covered Services*

- (a) All repairs and maintenance that result from misuse or abuse.
- (b) Appliances that have been lost or stolen.
- (c) Prosthetic or orthotic devices that are not conventional, not Medically/Clinically Necessary according to the criteria set forth in our medical policies, or for the convenience of the Member or caregivers.

You may call our Customer Service Department to find out if the Prosthetic or Orthotic/Support Device you need is Covered or go to [priorityhealth.com](http://priorityhealth.com).

## F. Behavioral Health Services

### Mental Health Services

#### *Covered Services*

- (a) Evaluation, consultation and treatment to determine a diagnosis and treatment plan for acute crisis intervention and other mental health conditions when approved by our Behavioral Health Department as Medically/Clinically Necessary and received from licensed behavioral health professionals and treatment facilities. Solution-focused treatment and crisis interventions are Covered.
- (b) Solution-focused treatment, including both individual and/or group sessions, is Covered as shown in the Schedule of Copayments and Deductibles to this Policy. The average course of treatment, which can vary depending upon your condition, is usually 5-6 sessions in length. We Cover services that: 1) result in measurable and substantial improvement in mental health status within 90 days; and 2) follow evidence-based standards of care.

The main goals of solution-focused treatment are:

- (i) to stabilize your current situation through an emphasis on personal strengths and coping skills, and
- (ii) to intervene in ways that will have a positive, lasting impact beyond treatment's end.

#### *Additional Coverage Information*

Care is Covered when it is approved in advance by our Behavioral Health Department as Medically/Clinically Necessary.

- (a) Prior Authorization. Mental Health services do not require referral from your PCP, but do require prior approval for intensive treatment, including partial and inpatient hospitalization. Call our Behavioral Health Department at 616 464-8500 or 800 673-8043 for assistance.
- (b) Covered Treatment Settings. Mental health services may be provided in a variety of settings as approved by our Behavioral Health Department, generally the least restrictive for the particular condition. Covered treatment settings include:
  - (i) Acute Inpatient Hospitalization. The highest level of intensity of medical and nursing services provided within a structured environment providing 24-hour skilled nursing and medical care. Full and immediate access to ancillary medical care must be available for those programs not housed within general medical centers.
  - (ii) Partial Hospitalization. An intensive, non-residential, level of service where multidisciplinary, medical and nursing services are required. This care is provided in a structured setting, similar in intensity to inpatient, meeting for more than four hours (and, generally, less than eight hours) daily.

- (iii) Intensive Outpatient Treatment. Multidisciplinary, structured services provided at a greater frequency and intensity than routine outpatient treatment. These are generally up to four hours per day, up to five days per week. Common treatment modalities include individual, family, group and medication therapies.
- (iv) Outpatient Treatment. The least intensive level of service, provided in an office setting from 45-50 minutes (for individuals) to 90 minutes (for group therapies) per day by a licensed behavioral health professional. Services provided via telephone, e-mail or Internet are not Covered.
- (v) 23-Hour Observation. "23-hour beds" are defined as a period of up to 23 hours during which services are provided at less than an acute level of care. It is indicated for those situations where full criteria for inpatient hospitalization are not met because of external factors relative to information gathering or risk assessment yet the patient clearly is at risk for harm to self or others.

#### *Coverage Limitations*

Mental health services do not require referral from your PCP, but do require prior approval for intensive treatment, including partial and inpatient hospitalization. Call our Behavioral Health Department at 616 464-8500 or 800 673-8043 for assistance.

The following Coverage limitations apply with respect to certain conditions:

- (c) Eating Disorders, including Anorexia Nervosa, Bulimia Nervosa, and feeding disorders of infancy or childhood, are Covered for outpatient, Intensive Outpatient Programming (IOP), partial hospitalization, and inpatient hospitalization levels of care based on Priority Health's determination that the requested services are Medically/Clinically Necessary. Residential care is not Covered for the treatment of eating disorders. Treatment for any related medical complications is Covered under your medical benefits.
- (d) Impulse Control Disorders, including but not limited to Impulse Control Disorder, Unspecified, Pathological Gambling and Intermittent Explosive Disorder, are Covered for initial evaluation and follow-up psychiatric medication management deemed Medically/Clinically Necessary by our Behavioral Health Department.
- (c) Attention Deficit Hyperactivity Disorders are Covered for initial evaluation, and follow-up psychiatric medication management.
- (d) Personality Disorders are Covered for specific psychological testing to clarify the diagnosis. Crisis intervention (outpatient or inpatient treatment) is Covered as deemed Medically/Clinically Necessary by our Behavioral Health Department.
- (e) Organic Brain Disorders are Covered for initial evaluation to clarify the diagnosis and for follow-up psychiatric medication management. Treatment for any related medical complications requiring services, including but not limited to neuropsychological testing, are Covered under your medical benefit. Services for Members with Illnesses such as Closed Head Injuries, Alzheimer's and other forms of dementia, who meet our inpatient or partial hospitalization criteria are Covered for Medically/Clinically Necessary medical and behavioral health services.
- (f) Dissociative Identity Disorder (formerly known as Multiple Personality Disorder) is Covered for initial evaluation and follow-up psychiatric medication management.
- (g) Pervasive Developmental Disorders, including but not limited to Autism, Aspergers, Rett's Disorder, Emotional Impairments, Learning Disabilities, Sensory Integration Disorder and Mental Retardation are Covered for initial evaluation and follow-up psychiatric medication management. Treatment for any related medical complications, including but not limited to neuropsychological testing, are Covered under your medical benefits.

Your Coverage for Mental Health benefits is shown in the Schedule of Copayments and Deductibles to this Policy.

#### *Non-Covered Services*

- (a) Transitional living centers, non-licensed programs, therapeutic boarding schools, and services typically provided by community mental health services program settings.
- (b) Custodial care or basic care provided in a residential, institutional or assisted living setting. Non-skilled care received in a home or facility on a temporary or permanent basis. Examples of such care include room and board, health care aids, and personal care designed to help you in activities of daily living or to keep you from continuing unhealthy activities.
- (c) Prescription drug Coverage is only available when you are confined as an inpatient unless you have a prescription drug rider to this Policy.
- (d) Non-medical ancillary services and inpatient care not received in a Hospital or Participating Mental Health Treatment Facility.

- (e) Services for nicotine/caffeine abuse or addiction, sexual/gender identity issues, antisocial personality, and insomnia and other sleep disorders. Services and treatment related to sex therapy.
- (f) Services for adoption adjustment issues, such as treatment for reactive attachment disorder and other treatment for adoptive children with special needs or a history of sexual abuse or neglect.
- (g) Counseling for marital and relationship enhancement and religious purposes including counseling provided by a religious counselor.
- (h) Experimental/investigational or unproven treatments and services, including biofeedback, hypnotherapy, Methadone maintenance, neurofeedback and light boxes for phototherapy.
- (i) Scholastic/Educational Testing is not Covered. Intelligence and Learning Disability testing and evaluations should be requested and conducted by the child's school district.

### **Substance Abuse Services**

#### *Covered Services*

Care is Covered when it is approved in advance by our Behavioral Health Department as Medically/Clinically Necessary.

Substance abuse services do not require referral from your PCP, but do require prior approval for intensive treatment, including partial and inpatient hospitalization. Call our Behavioral Health Department at 616 464-8500 or 800 673-8043 for assistance.

Counseling, medical testing, diagnostic evaluation and prescription drugs for detoxification and treatment of substance abuse are Covered as described below:

- (a) Inpatient Detoxification. Detoxification services provided in a 24-hour hospital setting with full nursing and medical care. Generally provided on inpatient detoxification units, services can also be received on a medical/surgical unit when needed for safety or in the absence of adequate services elsewhere. Services received on a medical/surgical unit are managed jointly by our Behavioral Health and Health Management Departments.
- (b) Inpatient Rehabilitation. Care provided at a sub-acute level with 24-hour per day supervised skilled nursing care.
- (c) Outpatient/Ambulatory Detoxification. Detoxification services delivered within a structured program having medical and nursing supervision where physiological consequences of withdrawal have non-life-threatening potential.
- (d) Intensive Outpatient Programs. Multidisciplinary, structured services provided at a frequency of up to four hours daily, up to five days per week for the treatment of a substance dependence disorder.
- (e) Outpatient Treatment. The least intensive level of service, provided in an office setting from 45-50 minutes (for individuals) to 90 minutes (for group therapies) per day.

#### *Coverage Limitations*

Your Coverage for Substance Abuse Care benefits is shown in the Schedule of Copayments and Deductibles.

#### *Non-Covered Services*

- (a) Residential treatment, institutional care, non-licensed programs, half-way houses or assisted living settings. Non-skilled care received in a home or facility on a temporary or permanent basis. Examples of such care include room and board, health care aids, and personal care designed to help you in activities of daily living or to keep you from continuing unhealthy activities.
- (b) Prescription drug Coverage in only available when you are confined as an inpatient unless you have a prescription drug rider to this Policy.
- (c) Non-medical ancillary services and inpatient care not received in a Hospital or Participating Substance Abuse Treatment Facility.
- (d) Services for nicotine/caffeine abuse or addiction.
- (e) Experimental/investigational or unproven treatments and services, including biofeedback, hypnotherapy, neurofeedback and methadone maintenance.

## G. Family Planning And Maternity Care Services

### Abortions

#### *Non-Covered services*

All services and supplies relating to elective abortions.

### Contraceptive Medications and Devices

#### *Covered Services*

Contraceptive medications and devices are a covered benefit only with a Rider to this Policy.

### Maternity and Newborn Care

#### *Covered Services*

- (a) Hospital and Provider Care. Services and supplies furnished by a Hospital or Provider for prenatal care, including genetic testing, postnatal care, Hospital delivery, and care for the complications of pregnancy.
- (b) The mother and Newborn have the right to stay no less than 48 hours following a normal vaginal delivery or no less than 96 hours following a cesarean section. If the mother and her attending Physician agree, the mother and the Newborn may be discharged from the Hospital sooner and these restrictions would not apply.
- (c) Newborn Child Care.
  - (i) Routine inpatient care for a Newborn child of a Subscriber from the date of birth until the discharge of the Newborn or of the mother, whichever happens first, so long as the mother is a Member. Routine inpatient care rendered for the Newborn before the mother's discharge will be Covered, subject to the same Copayment and individual and family maximums as under the mother's plan.
  - (ii) Coverage for a Newborn child's Injury or Illness (including necessary care and treatment of medically diagnosed congenital defects and birth abnormalities) for the first 31 days.

To continue Coverage for the Newborn beyond the first 31 days, you must properly enroll the Newborn within 31 days after the date of birth. Section 4.A(1) explains the proper enrollment procedures.

- (d) Home Care Services. Telephone assessment and home visits by a registered nurse within three days after the date of the mother's discharge for evaluation of the mother, Newborn and family. These services are only available if you are discharged within the guidelines of the HealthyEncount<sup>SM</sup>-Maternity Care program, our short-term stay maternity program, or if your provider identifies a medical need.

#### *Non-Covered Services*

- (a) Prenatal maternity care, delivery services and postpartum care provided while you are outside of the Service Area. Travel out of the Service Area after 34 weeks gestation requires approval by your treating Physician and Priority Health. If you do not obtain approval from us prior to travel, you may be financially responsible for the cost of any care received. We do not consider a routine delivery to be an emergency.
- (b) Services and supplies received in connection with an obstetrical delivery in the home.

### Reproductive Services.

#### *Non-Covered Services*

Family planning services, including reproductive services and voluntary sterilization, are only Covered at the Preferred Benefits level. See Section 6.I.G. Family Planning Services at the Preferred Benefits level..

## H. Dental, Vision And Hearing Services

### 1. Dental Services

#### *Covered Services*

- (a) Facility, ancillary and anesthesia services may be covered for pediatric Members under the age of 18 as follows:
  - (i) Multiple extractions or multiple restorations for children under the age of seven.
  - (ii) A total of six or more teeth are extracted in various quadrants.
  - (iii) Dental treatment needs for which local anesthesia is ineffective because of acute infection, anatomic variation or allergy.
  - (iv) Extensive oral-facial and/or dental trauma for which treatment under local anesthesia would be ineffective or compromised.
  - (v) Patients with a concurrent hazardous medical condition.
  - (vi) Medical services that are Medically/Clinically Necessary such as suturing of lacerations required in connection with an accident.
- (b) Facility, ancillary and anesthesia services for adults require prior approval by Priority Health.
- (c) Removal of sound natural teeth required in preparation for other medical procedures.

#### *Non-Covered Services*

Unless you have a dental rider to this Policy, dental services are not Covered, including among other things:

- (a) Routine dental services.
- (b) Dental x-rays.
- (c) Dental surgery, such as root canals and tooth extractions, even when provided in conjunction with other treatment or surgery.
- (d) Orthodontia and orthodontic x-rays, even when provided in conjunction with other treatment or surgery,
- (e) Orthognathic surgery (except as specifically Covered above),
- (f) Dental prostheses, including implants and dentures and preparation of the bone to receive implants or dentures.
- (g) Rebuilding or repair of soft tissues of the mouth or lip except as specifically above.
- (h) Bite splints used for dental purposes or for temporomandibular joint dysfunction or syndrome.
- (i) Treatment of congenital dental defects, such as missing or abnormally developed teeth.
- (j) Treatment, services and supplies related to periodontal/ inflammatory gum disease.
- (k) Dental services required due to accidents.

### **Oral Surgery**

#### *Covered Services*

- (a) Reduction or manipulation of fractures of facial bones.
- (b) Removal of tumors or cysts of the jaw, other facial bones, soft tissues of the mouth, lip, tongue, accessory sinuses, salivary glands, or the ducts.
- (c) Rebuilding or repair of soft tissues of the mouth or lip needed to correct anatomical functional impairment caused by congenital birth defect or accidental Injury.
- (d) Medical services such as suturing of lacerations required in connection with a dental accident.

#### *Non-Covered Services*

- (a) Rebuilding or repair for cosmetic purposes.
- (b) Orthodontic treatment, even when provided along with oral surgery.

- (c) Dental surgery in preparation for implants or dentures, including preparation of the bone, or dental surgery done in connection with any of the Covered Services listed above.

### **Orthognathic Surgery**

#### *Covered Services*

"Orthognathic surgery" is defined as oral surgical therapy involving the repositioning (but not removal) of an individual tooth, arch segment, or entire arch, if the surgery is provided along with a course of orthodontic treatment to correct bodily dysfunction. We will only Cover the following orthognathic surgery services, and only when the services are approved in advance by us (in consultation with a dental consultant if necessary,) as Medically/Clinically Necessary.

- (a) Referral care for evaluation and orthognathic treatment.
- (b) Cephalometric study and x-rays.
- (c) Orthognathic surgery and post-operative care.
- (d) Hospitalization.

#### *Non-Covered Services*

Orthodontic treatment, even when provided along with orthognathic surgery.

### **Temporomandibular Joint Dysfunction or Syndrome**

#### *Covered Services*

Medical care or services to treat temporomandibular joint dysfunction or temporomandibular joint syndrome resulting from a medical cause or Injury are Covered. "Temporomandibular Joint Syndrome" or "TMJS" means muscle tension and spasms related to the temporomandibular joint, facial, and cervical muscles, causing pain, loss of function and neurological dysfunction. You have Coverage for the following services:

- (a) Office visits for medical evaluation and treatment.
- (b) Specialty referral for medical evaluation and treatment.
- (c) X-rays of the temporomandibular joint including contrast studies, but not dental x-rays.
- (d) Myofunctional therapy.
- (e) Surgery to the temporomandibular joint, such as condylectomy, meniscectomy, arthrotomy, and arthrocentesis.

#### *Non-Covered Services*

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

## **2. Vision Care Services**

#### *Covered Services*

- (a) One vision screening during each Calendar Year to determine vision loss.
- (b) Coverage is limited to treatment of medical conditions and diseases of the eye.

#### *Non-Covered Services*

- (a) Eyeglasses, eyeglass frames, all types of contact lenses or corrective lenses.
- (b) Eye exercises, visual training, orthoptics, sensory integration therapy.
- (c) Radial keratotomy, laser surgeries and other refractive keratoplasties.
- (d) Vision screenings do not include refractions, which are tests to determine an eyeglass prescription.
- (e) Vision care unless you have a vision care rider attached to this Policy.

### 3. Hearing Care Services

#### *Covered Services*

Hearing tests and one hearing screening during each Contract Year to determine hearing loss.

#### *Non-Covered Services*

- (a) Services and supplies related to hearing care, including ear plugs, external BAHA devices, hearing aids and adjustments, unless you have hearing care rider attached to this Policy.
- (b) Hearing screenings do not include examinations for hearing aids unless you have a hearing rider to this Policy.

## I. Plan Guidelines

### **Referral Care**

Referral care is care provided by a Specialist Provider, including Participating Providers and Non-Participating Providers. See Sections 2.C and 2.G for the requirements and the steps of the prior approval process, including how to confirm Coverage before receiving services.

Some referral care must be approved in advance by us when we consider approval necessary. A current detailed list of referral care that must be approved in advance by us is available by calling our Customer Service Department or on our website at [priorityhealth.com](http://priorityhealth.com).

### **Against Medical Advice/Noncompliance**

#### *Non-Covered Services*

You are not Covered for those services or supplies determined by Priority Health medical committees to be ineffective, unproductive or compromised because:

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

Priority Health may also deny Coverage of services or supplies when discharging yourself from a facility against medical advice, your being discharged from a facility for noncompliance, or your noncompliance with treatment you and your provider have agreed to in any setting is determined to be a major contributing factor to requiring the follow-up service or supply (e.g., an emergency room visit shortly following your leaving against medical advice from a facility for a related Illness or Injury).

Noncompliance with treatment includes but is not limited to:

- (a) Failure to take prescribed medication.
- (b) Failure to follow through with outpatient treatment after inpatient or other intensive level of care.
- (c) Failure to comply with treatment plans or care contracts between you and a Provider or you and us

### **Court Ordered Services**

#### *Covered Services*

We will Cover services according to the terms of this Policy only if they are Medically/Clinically Necessary and you have not exhausted your benefits for the Contract Year.

#### *Non-Covered Services*

Services required by court order and services required to file or respond to an action with a court, including evaluations and testing, or services required as a condition of parole or probation.

**Domestic Violence***Covered Services*

Medically/Clinically Necessary treatment, services and supplies for Injuries resulting from domestic violence.

**Experimental, Investigational or Unproven Services**

Priority Health uses the following criteria when evaluating new technologies, procedures and drugs:

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

*Covered Services*

- (a) Coverage is available for routine patient costs in connection with certain Phase II and Phase III cancer clinical trials. For information about which trials are Covered, your Physician should contact Priority Health's Medical Management Department.
- (b) The exclusion of coverage for experimental, investigational, or unproven treatment may be reviewed for exception if the condition is 1) a terminal disease, or 2) a chronic, life threatening, severely disabling disease that is causing serious clinical deterioration. Individual case review may allow coverage for care or treatment that is investigational, yet promising for the conditions described. Medical Coverage policy applies.

*Non-Covered Services*

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

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

"Reliable Evidence" includes any of the following:

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

**Illegal Acts***Non-Covered Services*

Treatment, services and supplies in connection with any Injury or Illness caused by your:

- (a) commission of, or attempt to commit, a felony or other serious illegal act; or
- (b) engagement in an illegal occupation;

We reserve the right to recover the cost of services and supplies that were initially Covered by us and later determined to be excluded as described in this **Illegal Acts** section.

**Not Medically/Clinically Necessary**

Services and supplies that we determine are not Medically/ Clinically Necessary according to our medical and behavioral health policies established by Priority Health with the input of physicians not employed by Priority Health or according to criteria developed by reputable external sources and adopted by Priority Health. If you disagree with us about Medical/ Clinical Necessity, you (or your Physician, if you wish) may appeal our determination as described in Section 11. But unless and until we agree with you that the services and supplies will be Covered Services, they will be excluded from Coverage.

If we exclude Coverage because a service or supply is not Medically/Clinically Necessary, that decision is a determination about benefits and not a medical treatment determination or recommendation. You, with a Physician, may choose to go ahead with the planned treatment at your own expense. You have the option to appeal our denial of your claim for Coverage under our inquiry and grievance procedure as set forth in Section 11.

**Services Not Covered***Non-Covered Services*

- (a) **No Legal Obligation to Pay.** Any service or supply that you would not have a legal obligation to pay for without this Coverage, including, among other things, any service performed or item supplied by a relative of yours if, in the absence of this Coverage, you would not be charged for the service or item.
- (b) **No Show Charges.** Any missed appointment fee charged by a Participating or Non-Participating Provider because you failed to show up at an appointment, except in the case of a Medical Emergency.
- (c) **Third Party Requirements.** Services required or recommended by Third Parties, including, but not limited to:
  - (i) Physical examinations in excess of one per year performed by your PCP,
  - (ii) Physical examinations performed by a Physician other than your PCP, and
  - (iii) Diagnostic services and immunizations related to: getting or keeping a job, getting or keeping any license issued by a governmental body, getting insurance coverage, foreign travel, adopting children, obtaining or maintaining child custody, school admission or attendance and participation in athletics.
- (d) **Unauthorized Services and Supplies.**
  - (i) Services and supplies that were provided without any required advance approval by us,
  - (ii) Services and supplies sought solely for the purpose of obtaining benefits under this Policy.
- (e) **Providers Barred from Reimbursement.** Services and supplies received from providers who either have been terminated from our provider network for failing to meet Priority Health's credentialing criteria, or providers who we have identified as being noncompliant with Priority Health's quality standards and programs.
- (f) **Items or Services Furnished, Ordered or Prescribed by any Provider Included on the Office of Inspector General's (OIG) List of Excluded Individuals/Entities.** This list is available on the OIG website at [www.hhs.gov/oig](http://www.hhs.gov/oig).
- (g) **Treatment in a Federal, State, or Governmental Entity.** The following are excluded to the extent permitted by law:
  - (i) Services and supplies provided in a Non-Participating Hospital owned or operated by any federal, state, or other governmental entity.

- (ii) Services and supplies provided for conditions relating to military service, if you are legally entitled to the services and supplies and if you have reasonable access to the services and supplies at a governmental facility.
- (iii) Services and supplies provided while in detention or incarcerated in a facility such as a youth home, jail or prison, when in the custody of law enforcement officers or on release for the sole purpose of receiving medical treatment.

### III. PRIOR APPROVAL FOR ALTERNATE BENEFITS

To obtain Coverage under the Alternate Benefits level, you must obtain approval in advance from our Health Management Department for some services, such as, non-emergency Hospital or facility admission, including transplants, or for an outpatient surgical procedure (but not before surgery performed in a Physician's office). You do not need prior approval from Priority Health for hospital stays for a mother and her newborn of up to 48 hours following a vaginal delivery and 96 hours following a cesarean section. You must obtain approval in advance from our Behavioral Health Department for inpatient mental health and all substance abuse services.

See Section 2.C for a listing of services that require prior approval from Priority Health.

#### A. Prior Approval Must be Obtained:

- (1) At least 5 working days before a non-Medical Emergency admission or procedure, including transplants, outpatient surgical procedures, and certain radiology examinations.
- (2) For inpatient mental health and all substance abuse services.

In addition, emergency admissions must be reported to our Health Management Department as soon as reasonably possible after the time of admission.

We encourage you to notify us at least 60 days before your due date for delivery in a Hospital to enable us to assist you at that time, however, prior approval is not required for hospital stays for a mother and her newborn of up to 48 hours following a vaginal delivery and 96 hours following a cesarean section.

#### B. Retrospective Review.

If approval in advance is not obtained for services listed in subsection 6.III.A above, we will review the claim after you receive the services. If we determine that the care received was Medically/Clinically Necessary and appropriate, the care will be Covered at the Alternate Benefits level with a penalty applied to all facility charges. If we determine that the care received was not Medically/Clinically Necessary and appropriate, the charges will not be Covered.

#### C. Reevaluation of Decision on Prior Approval.

At any time, you or your Physician may ask our Health Management Department (or our Behavioral Health Department in the case of mental health and substance abuse services) to reevaluate our decision on prior approval, or to extend the number of days of Hospital confinement considered Medically/Clinically Necessary for the treatment of a condition. In non-urgent cases, where you ask to extend the number of days of Hospital confinement, we will approve, deny or partially approve your request as soon as reasonably possible, but not later than 24 hours after receipt of the request, provided that you make such a request at least 24 hours prior to the expiration of the prescribed period of time. If the Hospital confinement extends beyond the number of approved days, the additional days will not be Covered unless the extension of days is Medically/Clinically Necessary and we have given approval in advance for the extension before the extension begins.

#### D. Imposition of Penalty.

If prior approval is not obtained before you receive any of the services listed in subsection 6.III.A above, or if prior approval is obtained and not followed, we will impose a penalty on all facility charges by reducing your benefits by 20%. We will not apply the penalty to the Annual Out-of-Pocket Maximum Expense. The amount we pay after taking into account any Copayments will be reduced by the penalty even if the Annual Out-of-Pocket Maximum Expense has been reached. The Maximum Individual Lifetime Benefit and Annual Out-of-Pocket Maximum Expense are shown in the Schedule of Copayments and Deductibles.

#### E. Prior Approval Numbers.

To obtain approval in advance for mental health or substance abuse services, call 800 673-8043.

To obtain prior approval for any other Covered Services that require approval in advance, call 800 828-8302.

## SECTION 7. Limitations

To receive benefits at the Preferred Benefits level, you may only receive services from a Non-Participating Provider if your PCP or other Participating Physician has referred you and the services have been approved by us in advance when we consider approval necessary. See Sections 2.C and 2.G for requirements and the steps of the prior approval process, including how to confirm Coverage before receiving services. Do not go to a Non-Participating provider unless your PCP has referred you and we have approved the referral first. Otherwise, the services will be Covered at the Alternate Benefits level.

Services you receive in excess of those approved will also be paid at the Alternate Benefits level. You may call our Customer Service Department to find out if Priority Health has approved the services. This limitation does not apply to an annual well-woman examination or to routine obstetrical services as described in Section 2.C. All services received must be Medically/Clinically Necessary. (See Section 6.III for the penalty that may apply to your Alternate Benefits level when prior approval is not obtained.)

NOTE: Sometimes your PCP or other Participating Physician may refer you for or suggest a service that we do not Cover. Just because your PCP or other Participating Physician refers you or suggests the service does not mean you will have Coverage for that service. Remember – if you receive services that we do not Cover, you must pay for the services.

### A. Benefit Maximums.

Some of the Covered Services described in this Policy are subject to benefit maximum. The benefit maximums may differ for the Preferred and Alternate Benefits levels. The Schedule of Copayments and Deductibles and any riders to this Policy lists those maximums.

The benefit maximum will be reached by combining benefits received under the Preferred and Alternate Benefits levels up to the limit for one or the other, but not both. For example, under both the Preferred and Alternate Benefits levels, skilled nursing services are Covered for no more than 45 days per Contract Year. The Preferred Benefits level provides 45 days and the Alternate Benefits level also provides 45 days. But the benefit maximum is 45 days, not 90.

Once you reach a maximum for a Covered Service, you will be responsible for the cost of additional services received during the Contract Year even when continued care is Medically/Clinically Necessary beyond the benefit maximum.

### B. Out-of-Pocket Maximums.

The total amount of Copayments that you will pay for certain inpatient and outpatient hospital services and non-hospital facility services at the Preferred Benefits and Alternate Benefits level may have a limit. This limit is called an Out-of-Pocket Maximum. The Schedule of Copayments and Deductibles and any riders to this Policy provide more information about Out-of-Pocket Maximums that may apply to you.

### C. Work-Related Illness or Injury.

We will not pay for any expenses incurred because of Illness or Injury arising out of or in the course of gainful employment. This is true whether or not you apply for Worker's Compensation benefits. Coverage under this Policy is not intended to replace, duplicate, or substitute for any Worker's Compensation coverage.

This limitation does not apply to a sole proprietor, partner (or spouse, child, or parent of a partner), or corporate officer (who is an officer and stockholder owning at least 10% of the stock of a corporation that has 10 or fewer stockholders) if that person has been excluded from Coverage as an "employee" under the Michigan Worker's Compensation Act. If this limitation applies to you, please provide information directly to us.

### D. Reasonable and Customary.

The maximum benefit we will pay for any Covered Services at the Alternate Benefits level is the Reasonable and Customary Charge as defined in Section 15(51).

### E. Services Received While a Member.

We will only pay for Covered Services you receive while you are a Member and Covered under the Agreement. A service is considered to be received on the date on which services or supplies are provided to you. We can collect from you all charges for Covered Services that you receive and we pay for after your Coverage terminated, plus our costs of recovering those charges (including attorney's fees).

Because you lose your eligibility when in detention or incarcerated in a facility such as a youth home, jail or prison or otherwise in the custody of law enforcement officers, services received under such circumstances, or when on release for the sole purpose of receiving treatment, are not Covered. If you are admitted to a Hospital while in custody, the entire inpatient stay will not be Covered.

**F. Uncontrollable Events.**

A national disaster, war, riot, civil insurrection, epidemic or other event we cannot control may make our offices, personnel or financial resources unable to provide or arrange for the provision of Covered Services. To the extent that happens, we will not be liable if you do not receive those services or if they are delayed. But we will make a good faith effort to see that services are provided, considering the impact of the event.

**G. Maximum Individual Lifetime Benefit.**

The total amount that will be paid out for any individual while Covered under this Policy (the “Maximum Individual Lifetime Benefit”) is listed in the Schedule of Copayments and Deductibles.

**H. Physical Examinations And Autopsy.**

The insurer, at its own expense, shall have the right and opportunity to examine the person of the Member when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

**I. Right to Amend or Terminate Policy.**

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

**SECTION 8. Member Rights and Responsibilities**

As a Member of Priority Health you have the following rights:

- You may receive prompt medical care appropriate for your condition, including emergency care if necessary.
- You may receive information regarding appropriate or medically necessary treatment options, which will enable you to make an informed decision about the treatment you receive, regardless of cost or benefit coverage.
- You may receive information about us, our services, our providers and Member rights and responsibilities.
- You may participate in decisions regarding your health care.
- We will treat you with respect.
- We will protect your privacy.
- We will keep your medical and financial records maintained by us confidential, whether in electronic or written form. We will not disclose information from your medical records without your consent, except when permitted or required by law, in connection with the administration of Priority Health, or for anonymous use in statistical studies and medical research.
- You may inspect your medical records and those of your minor dependents at the office of the proper PCP or other Participating Physician during normal business hours. The provider may limit a parent’s or legal guardian’s access to a minor’s medical records without the minor’s consent, as provided by law.
- You may contact us to discuss concerns about the quality of care you have received from a Participating Provider.
- You may register a complaint or file a grievance with us, or the Commissioner of the Office of Financial and Insurance Regulation, if you experience a problem with us, or a provider.
- You may initiate a legal proceeding if you experience a problem with us or providers after you have exhausted the Grievance Process.
- We will notify you in a timely manner if we release personal information about you in response to a court order.
- You may review a summary of Priority Health’s annual report, and inspect the full report on file with the Office of Financial and Insurance Regulation.
- You may suggest changes to our Member Rights and Responsibilities policies.

As a Member you also have the following responsibilities:

- You must read the Policy and member materials, and comply with the requirements.
- You must call us with questions.
- You must coordinate all medical services through your PCP or other Participating Physician to receive benefits under the Preferred Benefits level, except in the case of a medical emergency.
- You must obtain prior approval from your PCP and Priority Health for services as noted in this Policy for services to be paid at the Preferred level, and comply with the limits of any approval of services.
- We recommend you receive a physical examination from your PCP within one year of joining Priority Health under the Preferred Benefits level.
- You must use Participating Providers for all services and supplies not requiring prior approval to receive benefits under the Preferred Benefits level.
- You must contact Participating Providers to arrange for medical appointments, and notify providers in a timely manner if an appointment must be canceled under the Preferred Benefits level.
- You must pay Copayments and Deductibles at the time service is provided.
- You must present your ID Card to the provider before you receive a service.
- You must participate in your health care as much as possible by working to understand your health problems.
- You must follow the treatment goals and other instructions given to you by your provider. You may participate in developing your treatment goals when possible. Priority Health or your providers may ask you to enter into an explicit written agreement setting forth your treatment plan to ensure you understand the instructions.
- You must supply, to the extent possible, information needed by us and health care professionals to provide proper care.
- You must notify providers and us if you have other health insurance coverage.
- You must provide truthful information on your application, your enrollment form and in any other information provided to us.
- You must promptly notify us of any change in address.
- You must promptly notify us if your ID card is stolen.
- You must cooperate with us to prevent the unauthorized use of your ID Card and to prevent anyone from obtaining benefits in your place.
- You must treat providers and their staff with respect.

See Section 17 for additional rights.

## **SECTION 9. Claims Provisions**

### **I. FOR PREFERRED BENEFITS:**

When you receive Covered Services from a Participating Provider, you will not be required to pay any amounts except for applicable Copayments and Deductibles as shown in the Schedule of Copayments and Deductibles. You will not be required to submit any claim forms for Covered Services received from Participating Providers.

Services you receive from Non-Participating Providers, unless those services were arranged by your PCP and approved in advance by us, or unless you need them to treat a Medical Emergency or Urgent Care situation, will be paid at the Alternate Benefits level. See Sections 2.C and 2.G for the requirements and the steps of the prior approval process, including how to confirm Coverage before receiving services.

#### **A. If You Pay for Covered Services:**

When you must pay a health care provider for Covered Services, ask us in writing to be reimbursed for those services. With your request, you must give us proof of payment that is acceptable to us. You must send a bill that shows exactly what services were received, including applicable diagnosis and CPT codes, and date and place of service. A statement that shows only the amount owed is not sufficient. If you have questions about what to send us, you may call our Customer Service Department.

**B. Reimbursement Request Time Limit:**

We ask that you make your request within 60 days of the date you obtained the services. If you do not ask for reimbursement within 60 days, we can limit or refuse reimbursement. But we will not limit or refuse reimbursement if it is not reasonably possible for you to give us proof of payment in the required time, as long as you give us the required information as soon as reasonably possible.

We will only be liable for a claim or reimbursement request if we receive it within one year after the date you receive the services, unless you didn't submit the claim because you are legally incapacitated.

**C. Where to Send Your Bills:**

Send your itemized medical bills promptly to us at:

Priority Health  
 Claims Department  
 P.O. Box 232  
 Grand Rapids, MI 49501-0232

**D. Information May Be Required for Payment:**

Before we pay health care providers or reimburse you for services you receive, we may require you to give us more information or documentation to prove they are Covered Services. We will not be liable for a claim or reimbursement request if we ask for additional information from you and you do not respond within 60 days after we request the additional information, unless you didn't submit the additional information or respond to us because you are legally incapacitated. Our right to that information or documentation may be limited by state or federal law.

**E. Satisfaction With Benefit Determination:**

If you are not satisfied with any benefit determination we have made, you can dispute it under the Grievance Procedure. Read Section 11 to find out more about that procedure.

**II. FOR ALTERNATE BENEFITS:**

**A. Submitting a Claim:**

You, or someone on your behalf, must send Priority Health a fully completed claim form along with an itemized statement for each medical expense, which must include:

- (1) Your name, address and Group number; and
- (2) The names of the patient and provider of service, a description of the service that includes applicable diagnosis and CPT codes, the date(s) of service, and the amount of the charge for the service.

You will find a claim form at the end of your Policy packet. To receive additional claim forms, please contact our Customer Services Department.

You are responsible for filing your health care expenses using claim forms and/or any other materials that may be provided for the Alternate Benefits level option.

**Time Limit for Submitting a Claim:**

The claim form and itemized statements must be sent within one year after the service for which the claim was incurred.

**Where to Send Your Claims:**

Each time you seek health care, simply fill out a claim form, and return it along with your health care bills to:

Priority Health  
 Claims Department  
 P. O. Box 232  
 Grand Rapids, Michigan 49501-0232

**Information May Be Required for Payment:**

Before we pay health care providers or reimburse you for services you receive, we may require you to give us more information or documentation to prove they are Covered Services. We will not be liable for a claim or reimbursement request if we ask for additional information from you and you do not respond within 60 days after we request the additional information, unless you didn't submit the

additional information or respond to us because you are legally incapacitated. Our right to that information or documentation may be limited by state or federal law.

**B. Overpayment.**

If we pay an amount under this Policy and it is later shown that a lesser amount should have been paid, we are entitled to a refund of the excess. This applies to payments made to you or to the provider of medical services, supplies or treatment.

**C. Allocation of Benefits.**

We reserve the right to allocate any benefits to be paid under this Policy between you and any assignee/provider. That claim allocation will be conclusive and will be binding upon you and all assignees.

**III. PROVISIONS REQUIRED BY MICHIGAN INSURANCE CODE:**

**A. Notice Of Claim.**

Written notice of a claim must be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Member or the beneficiary to the insurer at Priority Health Claims Department, P.O. Box 232, Grand Rapids, MI, 49501-0232, or to the address referenced on your ID card and on the Network Addendum to this policy, or to any authorized agent of the insurer, with information sufficient to identify the Member, shall be deemed notice to the insurer.

Subject to the qualifications set forth below, if the Member suffers loss of time due to a disability for which indemnity may be payable for at least 2 years, he shall, at least once in every 6 months after having given notice of claim, give to the insurer notice of continuance of said disability, except in the event of legal incapacity. The period of 6 months following any filing of proof by the Member or any payment by the insurer due to such claim or any denial of liability in whole or in part by the insurer shall be excluded in applying this provision. Delay in the giving of such notice shall not impair the Member's right to any indemnity which would otherwise have accrued during the period of 6 months preceding the date on which such notice is actually given.

**B. Claim Forms.**

The insurer, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which a claim is made.

**C. Proof Of Loss.**

Written proof of loss must be furnished to the insurer at its said office in case of claim for loss for which this policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which the insurer is liable and in case of claim for any other loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.

**D. Time Of Payment Of Claims.**

Indemnities payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this policy provides periodic payment will be paid weekly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

**E. Payment Of Claims.**

Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Member. Any other accrued indemnities unpaid at the Member's death may, at the option of the insurer, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Member.

**F. Legal Actions.**

No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**SECTION 10. Termination of Coverage****A. Termination of Agreement.**

We or Group may terminate the Agreement if we follow the rules of this Policy. If either we or Group terminate the Agreement, all Coverage under this Policy will terminate at 11:59 p.m. on the effective date of the termination. It is Group's responsibility to let you know your Coverage has ended if the Agreement is terminated. If we or Group do not tell you your Coverage has ended, your Coverage will still end on the effective date of the termination.

If you lose your Coverage, we can collect from you all costs for Covered Services that you received and we paid for after your Coverage terminated, plus our cost of recovering those charges (including attorney's fees).

Grace Period.

A grace period of 10 days will be granted for the payment of each premium falling due after the first premium, during which grace period the policy shall continue in force.

**B. Loss of Eligibility.**

You will lose your eligibility and your Coverage will terminate if:

- (1) You no longer meet the eligibility criteria listed in Section 3 of this Policy or in the Agreement; or
- (2) You enter the military, naval, or air force of any country or international organization on a full time basis, unless you elect to continue Coverage at your own cost in accordance with federal law (see Section 12.G). Your Coverage will not terminate if you are participating in scheduled drills or other training that does not last longer than one month in any calendar year.

Your Coverage will terminate at 11:59 p.m. on the date you lose your eligibility. If you lose your Coverage, we can collect from you the costs for Covered Services that you received and we paid for after your Coverage terminated, plus our cost of recovering those charges (including attorney's fees).

**C. Termination For Cause.**

- (1) We can terminate your Coverage for cause 30 days after we notify you in writing if any of the following happens:
  - (a) You fail, after repeated attempts, to establish or maintain a satisfactory provider-patient relationship with a Participating Provider.
  - (b) You voluntarily refuse or discontinue a service or treatment plan against the advice of your Participating Provider(s) and Priority Health that is essential to your health.
  - (c) You fail to pay your share of any required premium.
  - (d) You refuse to cooperate with us as required by the terms of this Policy or the Agreement.
  - (e) You revoke your consent for us to release information to third parties or to receive information regarding your medical care, if your revocation makes it impossible for us to fulfill our responsibilities under this Policy.
  - (f) You refuse to comply with treatment plans, including but not limited to:
    - (i) Refusal to take prescribed medication.
    - (ii) Refusal to follow through with outpatient treatment after inpatient or other intensive level of care.
    - (iii) Repeated substance abuse detoxification.
    - (iv) Voluntarily discharging yourself from a hospital against the advice of a Provider.

- (2) We can terminate your Coverage for cause immediately if either of the following happens:
- (a) We find out you have committed or attempted to commit fraud against us or you have been dishonest with us about some important or material matter. For example, we may terminate your Coverage if we find out you gave us wrong or misleading information or you let someone else use your ID Card or receive benefits in your place. If we choose, termination can be effective the day you committed the fraud or were dishonest with us. Also, we can collect from you the costs for Covered Services that you received after the effective date of termination and we paid for, plus our cost of recovering those charges (including attorney's fees); or
  - (b) You act so disruptively that you upset our ordinary operations or those of a Participating Provider, including but not limited to verbally or physically threatening us or a Participating Provider.

If we tell you we have terminated or will terminate your Coverage, we will terminate your Coverage on the date stated in the notice. If you file a grievance within 30 days, we will reinstate your Coverage until a determination is made under Step 1 of the Grievance Procedure. (Read Section 11 to learn more about the Grievance Procedure.) If the Grievance Committee determines that your Coverage should be terminated for cause under this Section, we will again terminate your Coverage back to the date stated in the original termination notice. We will only reinstate your Coverage if your Premium is paid up to that time. If you file an appeal under Step 2 of the Grievance Procedure within 30 days, we will reinstate your Coverage until the Appeal Committee makes a final determination. If the Appeal Committee determines that your Coverage should be terminated for cause under this Section, we will again terminate your Coverage back to the date stated in the original termination notice. If we terminate your Coverage retroactively, we will refund any Premiums you paid for the period after the termination date, offset by the amount of any Covered Services you received during that period. Also, Priority Health is entitled to reimbursement for any payments made for Covered Services you received after your termination date not offset by Premiums you paid.

NOTE: If you are still eligible for Coverage under Section 3 of this Policy, we will not terminate your Coverage based on your health or your health care needs. Also, we will not terminate your Coverage just because you used the grievance procedure to file a complaint against us.

#### **D. Reinstatement.**

If any renewal premium is not paid within the time granted the Member for payment, a subsequent acceptance of premium by the insurer or by any agent duly authorized by the insurer to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the policy, provided, however, that if the insurer or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the policy will be reinstated upon approval of such application by the insurer or, lacking such approval, upon the 45<sup>th</sup> day following the date of such conditional receipt unless the insurer has previously notified the Member in writing of its disapproval of such application.

The reinstated policy shall cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement and loss due to such sickness as may begin more than 10 days after such date. In all other respects the Member and insurer shall have the same rights thereunder as they had under the policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

#### **E. Time Limit on Certain Defenses.**

After three years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability (as defined in the policy) commencing after the expiration of such 3-year period.

(The foregoing policy provisions shall not be so construed as to affect any legal requirement for avoidance of a policy or denial of a claim during such initial 3-year period, nor to limit the application of sections 3432 (change of occupation), 3434 (misstatement of age), 3436 (other insurance – same insurer), 3438 (insurance with other insurers – provision of service or expense incurred basis), and 3440 (insurance with other insurers) in the event of misstatement with respect to age or occupation or other insurance.)

#### **F. Cancellation:**

The insurer may cancel this policy at any time by written notice delivered to the Member, or mailed to the Member, stating when, not less than 5 days thereafter, the cancellation shall be effective; and after the policy has been continued beyond its original term the Member may cancel this policy at any time by written notice delivered or mailed to the insurer, effective upon receipt or on a later date as may be specified in the notice. In the event of cancellation, the insurer may retain the pro rata premium for the expired time or \$25.00, whichever is greater. Cancellation is without prejudice to any claim originating prior to the effective date of cancellation.

**G. Certificate of Creditable Coverage.**

After we are notified of your termination of Coverage, you and/or your Covered Dependent(s) will receive a Certificate of Creditable Coverage that will provide proof of the Coverage you had under the Agreement. In addition, you have the right to receive a Certificate of Creditable Coverage if you request one for yourself or your dependent(s) within 24 months after the Coverage terminates. If you become covered by other health insurance, a Certificate of Creditable Coverage may help you to receive the new coverage without a pre-existing condition exclusion or with a shorter exclusion period.

You or your Covered Dependents may request a Certificate of Creditable Coverage by writing or calling Customer Service at:

Priority Health  
Customer Service Department, MS 1105  
P.O. Box 269  
Grand Rapids, MI 49501-0269

616 464-8830 or 888 389-6645 or use our secure e-mail form in the member center or on our website *priorityhealth.com*.

**SECTION 11. Inquiry and Grievance Procedures**

We hope that you are always happy with the services you receive from Priority Health. We know, however, that from time to time you may have a problem or concern that you want us to address. If you have a question, concern or complaint about Priority Health, please call our Customer Service Department at 616 464-8830 or 888 389-6645. Our Customer Service Department will try to resolve your problem as soon as possible.

If you have a complaint or problem that our Customer Service Department cannot resolve informally or you are unhappy with our resolution, you may initiate formal grievance proceedings about any of the following:

- Benefits (including services determined to be experimental or investigational or not Medically/Clinically Necessary or appropriate)
- Eligibility
- Payment of claims (in whole or in part)
- How we've handled payment or coordination of health care services
- Contracts with our providers
- Availability of care or providers
- Delivery or quality of health care services or
- A decision not in your favor. This may include services that have been reviewed by Priority Health and denied, reduced or terminated. It also may include a slow response to a request for a decision from us.

Here is a summary of the steps of the Grievance Procedure:

**A. Grievance Procedure.**

**Step 1:** Contact our Customer Service Department to file a formal grievance with us. You must file a formal grievance within 2 years of an adverse determination or within 2 years of learning of an adverse determination, whichever is later. Our Grievance Committee will meet to discuss your grievance and we will mail you a written response. Our Grievance Committee is comprised of Priority Health employees and may include senior managers and a physician, none of whom were involved in the initial determination or are subordinates of someone who made the initial determination.

**Step 2:** If your grievance has not been resolved to your satisfaction, you may request a hearing before our Appeal Committee. The Appeal Committee may be comprised of community physicians, Priority Health Members, employers who offer Priority Health to their employees, and Priority Health employees, none of whom were involved in the initial determination or the decision of the Grievance Committee or are subordinates of someone who served on the Grievance Committee.

We will let you know the date and time for the hearing. You may attend the portion of the Appeal Committee hearing that applies to your grievance. Immediately after the hearing, we will send you a written decision.

If you have not received the services: Steps 1 and 2 combined must be completed with a final determination made within 30 calendar days after we receive your grievance and appeal forms. The 30-day count does not include any days you or your representative may delay the process. Neither Step 1 or Step 2 may take more than 15 days, respectively.

If you have already received the services: Steps 1 and 2 combined must be completed with a final determination made within 35 calendar days after we receive your grievance and appeal forms. The 35-day count does not include any days you or your representative may delay the process. Neither Step 1 nor Step 2 may take more than 30 days, respectively.

**Step 3:** If you are not satisfied with the resolution of your problem or complaint after completing all the steps of the Priority Health Grievance Procedure, you may request a review by the Office of Financial and Insurance Regulation. You may direct appeals to the Commissioner at the following address and telephone number:

Office of Financial and Insurance Regulation  
Health Plans Division  
611 West Ottawa, Third Floor  
P. O. Box 30220  
Lansing, Michigan 48909-7720  
877 999-6442  
[www.michigan.gov/ofir](http://www.michigan.gov/ofir)

**B. Expedited Grievance Procedure.**

If the time it takes for us to review your concern under the normal Grievance Procedure would put your life in serious danger, interfere with your full recovery or delay treatment for severe pain, we will follow an “expedited grievance” procedure. Steps 1 and 2 in an “expedited grievance” procedure must be completed within 72 hours of receipt of your request, unless you agree to give us more time.

**C. Obtaining Information about the Grievance Procedure.**

To obtain a complete copy of our Grievance Procedure and Grievance Filing Form, or to find out more about your appeal rights, please contact our Customer Service Department.

**D. Obtaining Information about your Grievance.**

You have the right to receive, free of charge, access to and copies of all documents relevant to a claim denial.

**E. Filing a Lawsuit against Priority Health.**

You have the right to bring an action for benefits under Section 502 of ERISA. However, before filing a lawsuit against us, you must complete our Grievance Procedure as described in this Section 11. In addition, you must file suit no later than three years after the date of service or receiving notice that Coverage for the requested service is denied.

## **SECTION 12. Continuation, Conversion or Extension of Benefits**

**A. Continuation of Coverage.**

During any year following a calendar year in which your employer had 20 or more employees, federal law (“COBRA”) requires Group to provide you with the right to continue Coverage under this Policy. This section answers basic questions about your right to continue Coverage. You can obtain complete details of the COBRA continuation provisions from Group.

The following events (“qualifying events”) provide you with continuation of coverage rights if these events cause you to lose Coverage: termination of employment (other than for gross misconduct), reduction in hours worked, death of the employee, divorce of employee and spouse, coverage under Medicare (Part A, Part B, or both), or a child losing dependent status under the terms of this Policy.

To be eligible for COBRA coverage, you must have been Covered under this Policy on the day before a qualifying event occurs as an employee, as a legal spouse or as a dependent child. However, a child who is born to or placed for adoption with a Covered employee during the COBRA coverage period is also eligible for COBRA coverage. If you are eligible and elect to continue your Coverage under COBRA, you will receive Coverage that is identical to the Coverage provided to similarly situated active employees. Under COBRA, Coverage may be continued for 18 months if the qualifying event was termination (either voluntary or involuntary) or a reduction in work hours. The other qualifying events (excluding bankruptcy of Group) allow for 36 months continuation coverage (the continuation coverage time periods run from the date of the qualifying event). Bankruptcy on the part of Group has special rules that pertain only to Group’s retirees.

When the qualifying event is a divorce of the employee, the employee or the spouse must notify Group of the divorce within 60 days after the issuance of the divorce decree. If Group is not notified of the divorce within the required 60-day period, the spouse and any other dependent losing coverage due to the divorce will not be eligible for continuation coverage.

Group must also be notified within 60 days of a dependent ceasing to meet eligibility requirements (e.g., age, full-time student status, etc.) in order for the dependent to be eligible for continuation coverage. If Group is not notified of the dependent ceasing to meet eligibility requirements within the required 60-day period, the dependent losing coverage will not be eligible for continuation coverage.

If a second qualifying event (other than Group's bankruptcy) occurs within the initial 18-month continuation coverage period after the date of the covered employee's termination or reduction in hours, coverage will be available for 36 months from the date of the initial termination or reduction in hours. Qualified beneficiaries who experience more than one qualifying event are not entitled to elect more than a total of 36 months of continuation coverage, beginning after the first qualifying event.

A termination of employment following a qualifying event that is a reduction of hours of employment does not expand the maximum coverage period beyond the 18-month period. The extended period of continuation coverage is available only to qualified beneficiaries who were covered under the plan at the time of the covered employee's termination or reduction in hours. For you to become eligible to elect an extension of continuation coverage beyond the initial 18-month period, you must notify Group within 60 days of the second qualifying event. If Group is not notified within 60 days of the second qualifying event, no extension of continuation coverage will be available.

If you are Disabled at the time of a qualifying event involving termination or reduction in hours, or at any time during the first 60 days of COBRA coverage following such a qualifying event, COBRA coverage may be extended up to 29 months from the initial qualifying event date. To receive this additional coverage, Group must be provided with a Disability determination from the Social Security Administration within 60 days of the latest of:

- (1) the date of the Social Security Administration disability determination;
- (2) the date of the employee qualifying event; or
- (3) the date coverage would be lost under the plan because of the employee qualifying event

but before the end of the initial 18 months of the COBRA continuation coverage. Group must also be notified if you are no longer deemed Disabled within 30 days of that determination. If you are no longer disabled, you are no longer eligible for the additional 11 months of COBRA coverage. From the 19<sup>th</sup> month to the 29<sup>th</sup> month, Group is allowed to charge up to 150% of the applicable premium for the extension of coverage.

All notices referenced in this Section 12 must be made in writing within their respective applicable time frames. You must mail or hand-deliver the above notices to Group. If mailed, your notice must be post-marked no later than the deadlines described above.

Your COBRA continuation coverage through Priority Health will be terminated for any of the following reasons:

- (1) You reach the end of the 18, 29 or 36 month maximum coverage period;
- (2) Group no longer provides group health coverage to any of its employees, or no longer provides group health coverage through Priority Health;
- (3) The premium for your continuation coverage is not paid on time;
- (4) You are entitled to Medicare (Part A, Part B, or both) (unless you were entitled to Medicare prior to becoming eligible for COBRA); or
- (5) You are covered under another group health plan and
  - (a) the other plan does not contain any exclusion or limitation with respect to any pre-existing condition that you have, or
  - (b) you are not subject to the limitation or exclusion of the other plan because of the crediting of prior coverage or other rules of the Health Insurance Portability and Accountability Act of 1996.

You do not have to show that you are insurable in order to continue your coverage under COBRA. At the end of the 18, 29, or 36 month continuation coverage period, Group must allow you to enroll in a conversion plan, if such a plan is then available under the Group's health plan.

If you have any questions about your COBRA rights, please contact Group. Because COBRA notices will be sent to your last known address, you must keep Group informed of address changes for you and your dependents. Please also notify Group if you wish to add a dependent to your COBRA coverage.

Your Priority Health benefits under COBRA are limited to those benefits required by law. Only qualified beneficiaries, as defined by federal law, are eligible for COBRA.

### ARRA Subsidy Provisions

(For qualifying events on or after February 17, 2009, and on or before December 31, 2009)

Under the American Recovery and Reinvestment Act of 2009 (ARRA) you may be eligible to pay only 35% of your COBRA premium. The other 65% would be government paid for up to 9 months, but only if: (1) you are, and continue to be, eligible for the premium subsidy; and (2) you elect to continue COBRA coverage.

#### Who is Eligible for the 65% COBRA Premium Subsidy?

Assistance eligible individuals (AEIs) are entitled to elect COBRA coverage and pay only 35% of the applicable premium. An AEI must meet all of the following requirements:

1. You lost group health plan coverage due to a covered employee being *involuntarily terminated from employment* through December 31, 2009.
2. You were entitled to elect COBRA continuation coverage due to that qualifying event.
3. You are not eligible for other group health plan coverage or Medicare.
4. Your modified adjusted gross income (MAGI) in the year in which you receive the subsidy does not exceed \$145,000 (for single individuals) or \$290,000 (for married, filing jointly).
5. You are not currently receiving assistance through the Health Coverage Tax Credit (HCTC) program under the Trade Assistance Act.

AEIs include spouses and dependent children of the covered employee whose coverage was lost due to an *involuntary termination of employment*. Eligibility for the premium subsidy under ARRA does not allow eligibility for the HCTC under the Trade Act.

**Subsidy Reduction:** For MAGI between \$125,000 and \$145,000 (or between \$250,000 and \$290,000 for married, filing jointly), the subsidy available would be reduced proportionately. An AEI may irrevocably opt out of receiving the subsidy. An AEI who fails to opt out and whose MAGI exceeds these limits would owe an additional tax on the federal tax return equal to the amount of the subsidy.

#### **The Length of Time Premium Subsidy Last:**

The subsidy would start as of the first period of COBRA continuation coverage under the Plan and would continue until the earliest of the following:

1. Nine months after the first month in which you would receive the subsidy.
2. When you would become ELIGIBLE for coverage under any other group health plan (other than certain permitted coverage described below) or Medicare.
3. The date on which you would cease to be eligible for COBRA coverage (e.g., failure to pay the premium timely).

**Caution: You must notify the plan if you or any related AEI are eligible for any other group health plan coverage or Medicare and NO longer eligible to receive the premium subsidy. A COBRA premium subsidy ineligibility notice is included for this purpose. Failure to notify the plan may result in a penalty in the amount of 110% of the subsidy received for periods during which you were not eligible for the subsidy.**

The following types of permitted coverage will not disqualify an AEI from receiving the premium subsidy:

1. Coverage that is only dental, vision, counseling or referral services (or a combination of those services).
2. Coverage under a Health FSA under Section 106(c) (2) of the Code.

Coverage through an on-site medical facility maintained by the employer, consisting primarily of first-aid services, prevention and wellness care, or similar care (or a combination thereof).

#### **B. Conversion.**

Under certain conditions, you may have the right to obtain Coverage under an individual health care coverage agreement (“Conversion Agreement”). The Coverage available under a Conversion Agreement is called “Conversion Coverage.” Conversion Coverage is a standard HMO plan – there is no Alternate Benefits level coverage under the Conversion Coverage.

- (1) Eligibility for Conversion Coverage.

Your right to obtain Conversion Coverage is limited to each of the following cases:

- (a) You are the Subscriber, and your Coverage under the Agreement (including any Coverage for your Covered Dependents) terminates because your employment terminates or because you are no longer eligible for Coverage.
- (b) You are a Covered Dependent, and although the Subscriber's Coverage under the Agreement continues, your Coverage terminates because you are no longer a dependent.
- (c) Your Coverage terminates because the Agreement is terminated, except when the terminated Coverage is replaced with group coverage.
- (d) You are a Covered Dependent and your Coverage under the Agreement terminates because of the Subscriber's death, because of termination of the Subscriber's employment, or because the Subscriber stops being eligible for Coverage.

In each circumstance, you have the right to obtain Conversion Coverage without giving us evidence of insurability.

The Conversion Agreement contains no limitations based on health status and does not exclude coverage for a pre-existing condition, unless the Conversion Agreement excludes coverage for that condition.

If you want Conversion Coverage, you must apply in writing to us. We must receive your application within 31 days after the termination date of Coverage under the Agreement or the date you are notified of termination by Group or us, whichever is later. The 31-day period starts running even if you are confined.

We will not issue Conversion Coverage if any of the following applies:

- (a) Coverage under the Agreement ends before you have been continuously enrolled under a group plan for at least three months;
  - (b) On the termination date, you are covered under, eligible for or have coverage available under any individual, group, or governmental health care policy, certificate, contract, benefit plan or program, whether insured or uninsured and that coverage provides similar benefits to the Conversion Coverage;
  - (c) On the termination date, you are covered under any individual health care policy, certificate, contract, benefit plan or program, whether insured or uninsured and that coverage provides similar benefits to the Conversion Coverage;
  - (d) You are covered under Medicare; or
  - (e) Your Coverage under the Agreement terminated because:
    - (i) You (or, if you are a dependent, the Subscriber) failed to pay any required Premium contribution;
    - (ii) Your Coverage under the Agreement was replaced by other group coverage; or
    - (iii) You acted to defraud us.
  - (f) You live outside of our Service Area.
- (2) Terms of Conversion Coverage.

If we issue you Conversion Coverage, it will be our standard Conversion Coverage plan at the time you apply, which may change from time to time. You will receive at least those benefits required by any laws or regulations that apply. Conversion Coverage is a standard HMO plan – there is no Alternate Benefits level coverage under the Conversion Coverage. And, your coverage may not contain the same level of coverage that you have had under the Agreement. If you live outside our Service Area, you will only have Coverage for Medical Emergencies and Urgent Care. If you want more details about Conversion Coverage, contact our Customer Service Department.

If we issue you Conversion Coverage, your Conversion Agreement will state that we can ask for information about your or any covered dependents' coverage under any other plan. We can do this on any date the premium for your Conversion Coverage is due. If you do not give us the information we ask for, we may base any Conversion Coverage benefits on actual expenses incurred. We would then coordinate the benefits under the Conversion Coverage with those other plans (see Section 13 for more information about coordination of benefits).

We must receive payment of the first premium for Conversion Coverage along with your application and authorization for electronic funds transfer (automatic payment). The premium for Conversion Coverage will be our customary rate for your contract status.

If we issue you Conversion Coverage, it will begin on the day after your Coverage under the Agreement ends.

**C. Extension of Benefits if You Are Confined.**

We will continue Covering your Covered Services if the Agreement is terminated or you lose eligibility while you are confined for medical treatment in a facility other than the home. We will Cover such services only if you are confined, and only for the specific medical condition causing that confinement (a move to an alternative care facility, such as a Skilled Nursing Facility, Hospice Facility or Rehabilitation Facility, is not considered a discharge from confinement under this provision). As soon as one of the following happens, you will stop receiving benefits under this subsection C:

- (1) The confinement is no longer Medically/Clinically Necessary;
- (2) You reach the maximum benefit limits for the Covered Services available for that confinement or condition;
- (3) You become eligible for similar coverage from another health plan, whether individual, group or governmental; or
- (4) 12 months passes from the day your Coverage under the Agreement ended.

If you are eligible for Coverage under this subsection C, your Coverage will be COBRA coverage, or if you are not eligible for COBRA, Conversion Coverage.

You must pay the required Premium to maintain your Coverage. If we extend your benefits, we will not extend the time period in which you can enroll for Conversion Coverage. We also will not expand your benefits.

**D. Continuation of Coverage for Dependent Students Taking a Leave of Absence from School due to Illness or Injury.**

We will continue to provide Coverage for the Subscriber's and the Subscriber's spouse's Covered dependent if the dependent is a full-time, unmarried student between the ages 19 and 25 taking a leave of absence from school due to illness or injury. Coverage under this section shall continue for 12 months from the last day of attendance in school or until the dependent reaches age 25, whichever occurs first. To qualify for Coverage under this section, the dependent student's attending physician must certify in writing to us that it is Medically/Clinically Necessary for the dependent student to take a leave of absence from school. The dependent child must continue to meet all other eligibility requirements for dependent coverage as described in Section 3.

**E. Continuation of Coverage for Unmarried and Incapacitated Dependents.**

We will continue to provide Coverage for the Subscriber's and the Subscriber's spouse's unmarried and incapacitated dependent past the maximum age for dependent children, unless we have issued the dependent Conversion Coverage. (For information on the maximum age for dependent children, see Section 3.B.) A dependent is incapacitated if all of the following apply:

- (1) The dependent is the child of the Subscriber or the Subscriber's spouse;
- (2) The dependent is not capable of self-sustaining employment, meeting the requirements of a full-time student under Section 3.B(2) and unable to independently socialize without assistance because of a mental or physical disability that is incapacitating. Certain diagnosis, including but not limited to attention deficit disorder or depression, by themselves, are not evidence of incapacity. Learning disabilities or the inability to "hold a job" in the absence of mental retardation are not evidence of incapacity. Examples of diagnoses that may constitute an incapacitating condition include Down Syndrome and traumatic brain injury.
- (3) The incapacity must have started before age 25 or the date the dependent reached Group's maximum age for dependent children, whichever is less; and
- (4) The dependent relies on the Subscriber for more than half of his or her support, as determined under Section 152 of the Internal Revenue Code, as amended.

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

Coverage for an incapacitated dependent will not be continued after any of the following happens:

- (a) The dependent is no longer a dependent of the Subscriber or the Subscriber's spouse as described in subsection E(4) above;
- (b) The dependent's incapacity ends;
- (c) We do not receive proof that the dependent is incapacitated within 31 days of requesting such information; or































