
**PLAN DOCUMENT AND
SUMMARY PLAN DESCRIPTION
FOR**

**ARKANSAS STATE UNIVERSITY
EMPLOYEE HEALTH BENEFIT PLAN**

TABLE OF CONTENTS

INTRODUCTION 1

ELIGIBILITY, FUNDING, EFFECTIVE DATE AND TERMINATION PROVISIONS..... 3

ANNUAL ENROLLMENT 12

SCHEDULE OF BENEFITS 13

MEDICAL BENEFITS 18

COST MANAGEMENT SERVICES 27

DEFINED TERMS 30

PLAN EXCLUSIONS 38

PRESCRIPTION DRUG BENEFITS..... 43

HOW TO SUBMIT A CLAIM 46

COORDINATION OF BENEFITS 56

THIRD PARTY RECOVERY PROVISION 59

COBRA CONTINUATION OPTIONS 61

RESPONSIBILITIES FOR PLAN ADMINISTRATION 68

GENERAL PLAN INFORMATION..... 74

INTRODUCTION

This document is a description of Arkansas State University Employee Health Benefit Plan (the Plan). No oral interpretations can change this Plan. The Plan described is designed to protect Plan Participants against certain catastrophic health expenses.

Coverage under the Plan will take effect for an eligible Employee and designated Dependents when the Employee and such Dependents satisfy all the eligibility requirements of the Plan.

The Employer fully intends to maintain this Plan indefinitely. However, it reserves the right to terminate, suspend, discontinue or amend the Plan at any time and for any reason.

Changes in the Plan may occur in any or all parts of the Plan including benefit coverage, deductibles, maximums, copayments, exclusions, limitations, definitions, eligibility and the like.

The Plan believes that it is a “grandfathered” health plan under the Patient Protection and Affordable Care Act (“the Affordable Care Act”). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that the Plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost-sharing. However, grandfathered health plans must comply with certain other consumer protections under the Affordable Care Act, such as the elimination of lifetime limits on essential health benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Plan Administrator. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or www.dol.gov/ebsa/healthreform. This website has a table summarizing which protections do and do not apply to grandfathered health plans. You may also contact the U.S. Department of Health and Human Services at www.healthreform.gov.

Failure to follow the eligibility or enrollment requirements of this Plan may result in delay of coverage or no coverage at all. Reimbursement from the Plan can be reduced or denied because of certain provisions in the Plan, such as coordination of benefits, subrogation, exclusions, timeliness of COBRA elections, utilization review or other cost management requirements, lack of Medical Necessity, lack of timely filing of claims, or lack of coverage. These provisions are explained in summary fashion in this document; additional information is available from the Plan Administrator at no extra cost.

The Plan will pay benefits only for the expenses incurred while this coverage is in force. No benefits are payable for expenses incurred before coverage began or after coverage terminated, even if the expenses were incurred as a result of an accident, injury or disease that occurred, began, or existed while coverage was in force. An expense for a service or supply is incurred on the date the service or supply is furnished.

If the Plan is terminated, amended, or benefits are eliminated, the rights of Covered Persons are limited to covered charges incurred before termination, amendment, or elimination.

This document summarizes the Plan rights and benefits for covered Employees and their Dependents and is divided into the following parts:

Eligibility, Funding, Effective Date and Termination. Explains eligibility for coverage under the Plan, funding of the Plan and when the coverage takes effect and terminates.

Schedule of Benefits. Provides an outline of the Plan reimbursement formulas as well as payment limits on certain services.

Benefit Descriptions. Explains when the benefit applies and the types of charges covered.

Cost Management Services. Explains the methods used to curb unnecessary and excessive charges.

This part should be read carefully since each Participant is required to take action to assure that the maximum payment levels under the Plan are paid.

Defined Terms. Defines those Plan terms that have a specific meaning.

Plan Exclusions. Shows what charges are **not** covered.

Claim Provisions. Explains the rules for filing claims and the claim appeal process.

Coordination of Benefits. Shows the Plan payment order when a person is covered under more than one plan.

Third Party Recovery Provision. Explains the Plan's rights to recover payment of charges when a Covered Person has a claim against another person because of injuries sustained.

COBRA Continuation Options. Explains when a person's coverage under the Plan ceases and the continuation options which are available.

ERISA Information. Explains the Plan's structure and the Participants' rights under the Plan.

**ELIGIBILITY, FUNDING, EFFECTIVE DATE
AND TERMINATION PROVISIONS**

A Plan Participant should contact the Plan Administrator to obtain additional information, free of charge, about Plan coverage of a specific benefit, particular drug, treatment, test, or any other aspect of Plan benefits or requirements.

ELIGIBILITY

Eligible Classes of Employees.

All Active and Retired Employees of the Employer.

Eligibility Requirements for Employee Coverage. A person is eligible for Employee coverage from the first day that he or she:

- (1) is a Full-Time, Active Employee of the Employer. An Employee is considered to be Full-Time if he or she normally works at least 20 hours per week and is on the regular payroll of the Employer for that work.
- (2) is a Retired Employee of the Employer.
- (3) is in a class eligible for coverage.

Eligible Classes of Dependents.

A Dependent is any one of the following persons:

- (1) A covered Employee's Spouse.

The term "Spouse" shall mean the person recognized as the covered Employee's husband or wife under the laws of the state where the covered Employee lives. The Plan Administrator may require documentation proving a legal marital relationship.

Domestic partners are not eligible for coverage as Dependents.

- (2) A covered Employee's child less than 26 years, unless the child is eligible to enroll in an eligible employer-sponsored group health program other than a group health plan of a parent.
- (3) A covered Employee's child who reaches age 26 and is Totally Disabled, incapable of self-sustaining employment by reason of mental retardation or physical disability, provided:
 - (a) such child is or was under the limiting age of dependency at the time of application for coverage in the Plan, or;
 - (b) if not under such limiting age, has had continuous health plan coverage, i.e. no break in coverage greater than 63 days, at the time of application for coverage in the Plan.

The Plan Administrator may require, at reasonable intervals during the two years following the Dependent's reaching the limiting age, subsequent proof of the child's Total Disability and dependency.

After such two-year period, the Plan Administrator may require subsequent proof not more than once each year. The Plan Administrator reserves the right to have such Dependent examined by a Physician of the Plan Administrator's choice, at the Plan's expense, to determine the existence of such incapacity.

Except for Dependents considered Totally Disabled, when a child reaches age 26, coverage will end on the child's birthday.

The terms "child" or "children" shall include natural children, step-children, adopted children, or children placed with a covered Employee in anticipation of adoption.

If a covered Employee is the Legal Guardian of an unmarried child or children, these children may be enrolled in this Plan as covered Dependents.

The phrase "child placed with a covered Employee in anticipation of adoption" refers to a child whom the Employee intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

Any child of a Plan Participant who is an alternate recipient under a qualified medical child support order shall be considered as having a right to Dependent coverage under this Plan.

A participant of this Plan may obtain, without charge, a copy of the procedures governing qualified medical child support order (QMCSO) determinations from the Plan Administrator.

The Plan Administrator may require documentation proving dependency, including birth certificates, tax records or initiation of legal proceedings severing parental rights.

These persons are excluded as Dependents: other individuals living in the covered Employee's home, but who are not eligible as defined; the legally separated or divorced former Spouse of the Employee; any person who is on active duty in any military service of any country; or any person who is covered under the Plan as an Employee.

If a person covered under this Plan changes status from Employee to Dependent or Dependent to Employee, and the person is covered continuously under this Plan before, during and after the change in status, credit will be given for deductibles and all amounts applied to maximums.

Eligibility Requirements for Dependent Coverage. A family member of an Employee will become eligible for Dependent coverage on the first day that the Employee is eligible for Employee coverage and the family member satisfies the requirements for Dependent coverage.

At any time, the Plan may require proof that a Spouse or a child qualifies or continues to qualify as a Dependent as defined by this Plan.

Eligibility Requirement for Early Retirement. Employees with at least ten years of service, and who are between the ages of fifty-five and sixty-five, shall become eligible for early retirement benefits in the Calendar Year in which the sum of their age and the number of years of continuous full-time service to the University totals seventy.

Termination of Benefits for Early Retirees. Health, life, accidental death and dismemberment benefits will terminate at the earlier of (a) the age at which the Retiree becomes eligible for Medicare coverage (age 65), or (b) the date that the early Retiree becomes eligible for similar benefits under any other arrangement for members in a group, whether insured or self-insured.

Termination of Benefits for a Covered Spouse of an Early Retiree. Health, life, accidental death and dismemberment benefits for a covered Spouse of an Early Retiree will terminate at the earlier of (a) the date on which such benefits terminate for the early Retiree, or (b) the date that the Spouse becomes eligible for Medicare. If the covered Spouse of an early Retiree has not reached the age of Medicare eligibility at the time benefits for the early Retiree are terminated, the early Retiree may pay the cost of continuing such coverage until such time as the covered Spouse becomes eligible for Medicare benefits.

FUNDING

Cost of the Plan.

Arkansas State University shares the cost of Employee and Dependent coverage under this Plan with the covered Employees. The enrollment application for coverage will include a payroll deduction authorization. This authorization must be filled out, signed and returned with the enrollment application.

The level of any Employee contributions is set by the Plan Administrator. The Plan Administrator reserves the right to change the level of Employee contributions.

The Claims Administrator provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims.

PRE-EXISTING CONDITIONS

NOTE: The length of the Pre-Existing Conditions Limitation may be reduced or eliminated if an eligible person has Creditable Coverage from another health plan even if that coverage is still in effect. The Plan will reduce the length of the Pre-Existing Condition Limitation period by each day of Creditable Coverage under this or a prior plan; however, if there was a significant break in the Creditable Coverage of 63 days or more, then only the coverage in effect after the break will be counted.

An eligible person may request a certificate of Creditable Coverage from his or her prior plan and the Employer will assist any eligible person in obtaining a certificate of Creditable Coverage from a prior plan.

If, after Creditable Coverage has been taken into account, there will still be a Pre-Existing Conditions Limitation imposed on an individual, that individual will be so notified.

All questions about the Pre-Existing Condition Limitation and Creditable Coverage should be directed to the Plan Administrator.

Covered charges incurred under Medical Benefits for Pre-Existing Conditions are not payable unless incurred 12 consecutive months after the person's Enrollment Date. This time, known as the Pre-Existing Conditions Limitation period, may be offset if the person has Creditable Coverage from his or her previous plan.

A **Pre-Existing Condition** is a condition for which medical advice, diagnosis, care or treatment was recommended or received within 90 days of the person's Enrollment Date under this Plan. Genetic

Information, by itself, is not a condition. Treatment includes receiving services and supplies, consultations, diagnostic tests or prescribed medicines. In order to be taken into account, the medical advice, diagnosis, care or treatment must have been recommended by, or received from, a Physician.

The Pre-Existing Condition limitation does not apply to pregnancy or to individuals enrolled in the Plan prior to their 19th birthday.

ENROLLMENT

Enrollment Requirements. An Employee must enroll for coverage by filling out and signing an enrollment application. The covered Employee is required to enroll for Dependent coverage also, including coverage for newborn children.

TIMELY OR LATE ENROLLMENT

- (1) **Timely Enrollment** - The enrollment will be "timely" if the completed form is received by the Plan Administrator no later than 31 days after the person becomes eligible for the coverage, either initially or under a Special Enrollment Period.

If two Employees (husband and wife) are covered under the Plan and the Employee who is covering the Dependent children terminates coverage, the Dependent coverage may be continued by the other covered Employee as long as coverage has been continuous.

- (2) **Late Enrollment** - An enrollment is "late" if it is not made on a "timely basis" or during a Special Enrollment Period. Late enrollees are only allowed to join the Plan during the open enrollment period.

If an individual loses eligibility for coverage as a result of terminating employment or a general suspension of coverage under the Plan, then upon becoming eligible again due to resumption of employment or due to resumption of Plan coverage, only the most recent period of eligibility will be considered for purposes of determining whether the individual is a Late Enrollee.

The time between the date a Late Enrollee first becomes eligible for enrollment under the Plan and the first day of coverage is not treated as a Waiting Period. Coverage will begin on January 1.

SPECIAL ENROLLMENT RIGHTS

Federal law provides Special Enrollment provisions under some circumstances. If an Employee is declining enrollment for himself or his dependents (including their spouse) because of other health insurance or group health plan coverage, there may be a right to enroll in this Plan if there is a loss of eligibility for that other coverage (or if the employer stops contributing towards the other coverage). However, a request for enrollment must be made within 31 days after the coverage ends (or after the employer stops contributing towards the other coverage).

In addition, in the case of a birth, marriage, adoption or placement for adoption, there may be a right to enroll in this Plan. However, a request for enrollment must be made within 31 days after the birth, marriage, adoption or placement for adoption.

The Special Enrollment rules are described in more detail below. To request Special Enrollment or obtain more detailed information of these portability provisions, contact the Plan Administrator.

SPECIAL ENROLLMENT PERIODS

The enrollment date for anyone who enrolls under a Special Enrollment Period is the first date of coverage. Thus, the time between the date a special enrollee first becomes eligible for enrollment under the Plan and the first day of coverage is not treated as a Waiting Period. This means that any Pre-Existing Condition will be determined on the basis of the look back period prior to the Enrollment Date, and the period of the Pre-Existing Conditions Limitation will start on the Enrollment Date.

- (1) Individuals losing other coverage creating a Special Enrollment right.** An Employee or Dependent who is otherwise eligible, but not enrolled in this Plan, may enroll if loss of eligibility for coverage is due to each of the following conditions:
 - (a)** The Employee or Dependent was covered under a group health plan or had health insurance coverage at the time coverage under this Plan was previously offered to the individual.
 - (b)** If required by the Plan Administrator, the Employee stated in writing at the time that coverage was offered that the other health coverage was the reason for declining enrollment.
 - (c)** The coverage of the Employee or Dependent who had lost the coverage was under COBRA and the COBRA coverage was exhausted, or was not under COBRA and either the coverage was terminated as a result of loss of eligibility for the coverage (including as a result of legal separation, divorce, death, termination of employment or reduction in the number of hours of employment) or because employer contributions towards the coverage were terminated.
 - (d)** The Employee or Dependent requests enrollment in this Plan not later than 31 days after the date of exhaustion of COBRA coverage or the termination of non-COBRA coverage due to loss of eligibility or termination of employer contributions, as described above. Coverage will begin no later than the first day of the first calendar month following the date the completed enrollment form is received.
 - (e)** For purposes of these rules, a loss of eligibility occurs if:
 - (i)** The Employee or Dependent has a loss of eligibility on the earliest date a claim is denied that would meet or exceed a lifetime limit on all benefits.
 - (ii)** The Employee or Dependent has a loss of eligibility due to the plan no longer offering any benefits to a class of similarly situated individuals (i.e.: part-time employees).
 - (iii)** The Employee or Dependent has a loss of eligibility as a result of legal separation, divorce, cessation of dependent status (such as attaining the maximum age to be eligible as a dependent child under the plan), death, termination of employment, or reduction in the number of hours of employment or contributions towards the coverage were terminated.
 - (iv)** The Employee or Dependent has a loss of eligibility when coverage is offered through an HMO, or other arrangement, in the individual market that does not

provide benefits to individuals who no longer reside, live or work in a service area, (whether or not within the choice of the individual).

- (v) The Employee or Dependent has a loss of eligibility when coverage is offered through an HMO, or other arrangement, in the individual market that does not provide benefits to individuals who no longer reside, live or work in a service area, (whether or not within the choice of the individual), and no other benefit package is available to the individual.

If the Employee or Dependent lost the other coverage as a result of the individual's failure to pay premiums or required contributions or for cause (such as making a fraudulent claim or an intentional misrepresentation of a material fact in connection with the plan), that individual does not have a Special Enrollment right.

(2) Dependent beneficiaries. If:

- (a) The Employee is a participant under this Plan (or is eligible to be enrolled under this Plan but for a failure to enroll during a previous enrollment period), and
- (b) A person becomes a Dependent of the Employee through marriage, birth, adoption or placement for adoption,

Then the Dependent (and if not otherwise enrolled, the Employee) may be enrolled under this Plan as a covered Dependent of the covered Employee. In the case of the birth or adoption of a child, the Spouse of the covered Employee may be enrolled as a Dependent of the covered Employee if the Spouse is otherwise eligible for coverage. If the Employee is not enrolled at the time of the event, the Employee must enroll under this Special Enrollment Period in order for his eligible Dependents to enroll.

The Dependent Special Enrollment Period is a period of 31 days and begins on the date of the marriage, birth, adoption or placement for adoption. To be eligible for this Special Enrollment, the Dependent and/or Employee must request enrollment during this 31-day period.

The coverage of the Dependent and/or Employee enrolled in the Special Enrollment Period will be effective:

- (a) in the case of marriage, the first day of the first month beginning after the date of the completed request for enrollment is received;
- (b) in the case of a Dependent's birth, as of the date of birth; or
- (c) in the case of a Dependent's adoption or placement for adoption, the date of the adoption or placement for adoption.

(3) Medicaid and State Child Health Insurance Programs. An Employee or Dependent, who is eligible, but not enrolled in this Plan, may enroll if:

- (a) The Employee or Dependent is covered under a Medicaid plan under Title XIX of the Social Security Act or a State child health plan (CHIP) under Title XXI of such Act, and coverage of the Employee or Dependent is terminated due to loss of eligibility for such

coverage, and the Employee or Dependent requests enrollment in this Plan within 60 days after such Medicaid or CHIP coverage is terminated.

- (b) The Employee or Dependent becomes eligible for assistance with payment of Employee contributions to this Plan through a Medicaid or CHIP plan (including any waiver or demonstration project conducted with respect to such plan), and the Employee or Dependent requests enrollment in this Plan within 60 days after the date the Employee or Dependent is determined to be eligible for such assistance.

If a Dependent becomes eligible to enroll under this provision and the Employee is not then enrolled, the Employee must enroll in order for the Dependent to enroll.

Coverage will become effective as of the first day of the first calendar month following the date the completed enrollment form is received unless an earlier date is established by the Employer or by regulation.

EFFECTIVE DATE

Effective Date of Employee Coverage. An Employee will be covered under this Plan as of the first day that the Employee satisfies all of the following:

- (1) The Eligibility Requirement.
- (2) The Active Employee Requirement.
- (3) The Enrollment Requirements of the Plan.

Active Employee Requirement.

An Employee must be an Active Employee (as defined by this Plan) for this coverage to take effect.

Effective Date of Dependent Coverage. A Dependent's coverage will take effect on the day that the Eligibility Requirements are met; the Employee is covered under the Plan; and all Enrollment Requirements are met.

TERMINATION OF COVERAGE

When coverage under this Plan stops, Plan Participants will receive a certificate that will show the period of Creditable Coverage under this Plan. The Plan maintains written procedures that explain how to request this certificate. Please contact the Plan Administrator for further details.

The Employer or Plan has the right to rescind any coverage of the Employee and/or Dependents for cause, making a fraudulent claim or an intentional material misrepresentation in applying for or obtaining coverage, or obtaining benefits under the Plan. The Employer or Plan may either void coverage for the Employee and/or covered Dependents for the period of time coverage was in effect, may terminate coverage as of a date to be determined at the Plan's discretion, or may immediately terminate coverage. If coverage is to be terminated or voided retroactively for fraud or misrepresentation, the Plan will provide at least 30 days' advance written notice of such action. The Employer will refund all contributions paid for any coverage rescinded; however, claims paid will be offset from this amount. The Employer reserves the right to collect additional monies if claims are paid in excess of the Employee's and/or Dependent's paid contributions.

When Employee Coverage Terminates. Employee coverage will terminate on the earliest of these dates (except in certain circumstances, a covered Employee may be eligible for COBRA continuation coverage. For a complete explanation of when COBRA continuation coverage is available, what conditions apply and how to select it, see the section entitled COBRA Continuation Option):

- (1) The date the Plan is terminated.
- (2) The last day of the calendar month in which the covered Employee ceases to be in one of the Eligible Classes. This includes death or termination of Active Employment of the covered Employee. (See the COBRA Continuation Option.)
- (3) The end of the period for which the required contribution has been paid if the charge for the next period is not paid when due.
- (3) The date the covered Employee's Eligible Class is eliminated.

Continuation During Periods of Employer-Certified Disability, or Leave of Absence. A person may remain eligible for a limited time if Active, full-time work ceases due to disability, or leave of absence. This continuance will end as follows:

For disability leave only: the end of the 12 calendar month period that next follows the month in which the person last worked as an Active Employee.

For leave of absence or layoff only: the end of the approved leave of absence period. The leave of absence shall not exceed 24 months.

While continued, coverage will be that which was in force on the last day worked as an Active Employee. However, if benefits reduce for others in the class, they will also reduce for the continued person.

Continuation During Family and Medical Leave. Regardless of the established leave policies mentioned above, this Plan shall at all times comply with the Family and Medical Leave Act of 1993 as promulgated in regulations issued by the Department of Labor.

During any leave taken under the Family and Medical Leave Act, the Employer will maintain coverage under this Plan on the same conditions as coverage would have been provided if the covered Employee had been continuously employed during the entire leave period.

If Plan coverage terminates during the FMLA leave, coverage will be reinstated for the Employee and his or her covered Dependents if the Employee returns to work in accordance with the terms of the FMLA leave. Coverage will be reinstated only if the person(s) had coverage under this Plan when the FMLA leave started, and will be reinstated to the same extent that it was in force when that coverage terminated. For example, Pre-Existing Conditions limitations will not be imposed unless they were in effect for the Employee and/or his or her Dependents when Plan coverage terminated.

Rehiring a Terminated Employee. A terminated Employee who is rehired will be treated as a new hire and be required to satisfy all Eligibility and Enrollment requirements.

Employees on Military Leave. Employees going into or returning from military service may elect to continue Plan coverage as mandated by the Uniformed Services Employment and Reemployment Rights Act under the following circumstances. These rights apply only to Employees and their Dependents covered under the Plan before leaving for military service.

- (1) The maximum period of coverage of a person under such an election shall be the lesser of:
 - (a) The 24 month period beginning on the date on which the person's absence begins; or
 - (b) The day after the date on which the person was required to apply for or return to a position or employment and fails to do so.
- (2) A person who elects to continue health plan coverage may be required to pay up to 102% of the full contribution under the Plan, except a person on active duty for 30 days or less cannot be required to pay more than the Employee's share, if any, for the coverage.
- (3) An exclusion or Waiting Period may not be imposed in connection with the reinstatement of coverage upon reemployment if one would not have been imposed had coverage not been terminated because of service. However, an exclusion or Waiting Period may be imposed for coverage of any Illness or Injury determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, the performance of uniformed service.

Plan exclusions may be imposed for any Sickness or Injury determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, military service.

When Dependent Coverage Terminates. A Dependent's coverage will terminate on the earliest of these dates (except in certain circumstances, a covered Dependent may be eligible for COBRA continuation coverage. For a complete explanation of when COBRA continuation coverage is available, what conditions apply and how to select it, see the section entitled COBRA Continuation Option):

- (1) The date the Plan or Dependent coverage under the Plan is terminated.
- (2) The date that the Employee's coverage under the Plan terminates for any reason including death. (See the COBRA Continuation Option.)
- (3) The date a covered Spouse loses coverage due to loss of dependency status. (See the COBRA Continuation Option.)
- (4) On the first date that a Dependent child ceases to be a Dependent as defined by the Plan. (See the COBRA Continuation Option.)
- (5) The end of the period for which the required contribution has been paid if the charge for the next period is not paid when due.

ANNUAL ENROLLMENT

Every November, during the annual enrollment period, Employees and their covered Dependents will be able to change some of their benefit decisions based on which benefits and coverages are right for them. Late enrollees and their eligible dependents will be allowed to join the Plan at this time. A Late Enrollee is someone who did not join the Plan when initially eligible or under a previous Special Enrollment Period.

Benefit choices made during the annual enrollment period will become effective January 1 and remain in effect until the next January 1 unless there is a change in family status during the year (birth, death, marriage, divorce, adoption) or loss of coverage due to loss of a Spouse's employment. To the extent previously satisfied, Pre-Existing Conditions Limits will be considered satisfied when changing from one plan to another plan.

Benefit choices made during the annual enrollment period will become effective January 1.

A Plan Participant who fails to make an election during annual enrollment will automatically retain his or her present coverages.

Plan Participants will receive detailed information regarding annual enrollment from their Employer.

**SCHEDULE OF BENEFITS
True Blue PPO**

This Schedule of Benefits applies to Covered Employees and their dependents participating in the True Blue Preferred Provider Organization (PPO) Plan.

All benefits described in this Schedule are subject to the Claims Administrator's established Coverage Policy, Allowable Charge, and the benefit limits and exclusions described more fully herein including, but not limited to the determination that: care and treatment is Medically Necessary; that services, supplies and care are not Experimental and/or Investigational. The meanings of these capitalized terms are in the Defined Terms section of this document.

Additional information about this option, as well as a list of In-Network Providers, will be given to Plan Participants, at no cost, and updated as needed.

DEDUCTIBLE PAYABLE BY PLAN PARTICIPANTS, PER CALENDAR YEAR

In-Network

Per Person	\$500
Per Family Unit	\$1,000

Out-of-Network

Per Person	\$750
Per Family Unit	\$1,500

The Calendar Year deductible is waived for the following services:

- Services rendered by the Primary Care Physician
- Services rendered by a Chiropractor
- Outpatient Prenatal Care
- Routine Preventive Care

Percentage payable by the Plan, per Calendar Year

In-Network

Unless otherwise stated, the Plan will pay 80% of Covered In-Network Charges until a Covered Person has paid \$1,500 (including the Calendar Year deductible) in Out-of-Pocket expenses. Afterwards, the Plan will pay 100% of Covered Charges for that person for the remainder of that Calendar Year.

When a Family Unit has paid \$3,000 (including the Calendar Year deductible) in out of pocket expenses, the Plan will pay 100% of Covered Charges for that Family Unit for the remainder of that Calendar Year.

Out-of-Network

Unless otherwise stated, the Plan will pay 70% of Covered Out-of-Network Charges until a Covered Person has paid \$2,000 (including the Calendar Year deductible) in Out-of-Pocket expenses. Afterwards, the Plan will pay 100% of Covered Charges for that person for the remainder of that Calendar Year.

When a Family Unit has paid \$4,000 (including the Calendar Year deductible) in out of pocket expenses, the Plan will pay 100% of Covered Out-of-Network Charges for that Family Unit for the remainder of that Calendar Year.

The following charges do not contribute to the Out-of-Pocket maximum and are never paid at 100%:

- Chiropractor services
- Copayments
- Cost containment penalties

Also, charges reimbursed at 100% do not contribute to the Out-of-Pocket maximum.

MAXIMUM BENEFIT AMOUNT

The Maximum Benefit Amount is the total amount of benefits that will be paid under the Plan for all Covered Charges incurred by a covered Person during a Plan Year.

<u>Annual aggregate limit, per person</u>	
January 1, 2011-December 31, 2011	\$1,000,000
January 1, 2012-December 31, 2012	\$1,250,000
January 1, 2013-December 31, 2013	\$2,000,000
January 1, 2014	unlimited

There are other benefit maximums and limitations which are listed in this Schedule of Benefits.

HOSPITAL BENEFITS

Precertification is required for all hospitalizations.

Penalty for failure to precertify \$200

Inpatient and Outpatient Services

In-Network reimbursement rate 80%, after deductible
 Out-of-Network reimbursement rate..... 70%, after deductible

- In-Network services received without a referral from the Primary Care Physician are not covered.
- The In-Network referral requirement is waived for services received due to a Medical Emergency, as defined by the Plan.
- Out-of-Network services do not require a referral.

Emergency Room Services

In-Network reimbursement rate 80%, after deductible
 In-Network copay, per visit \$50
 Out-of-Network reimbursement rate..... 70%, after deductible

- In-Network services received without a referral from the Primary Care Physician are not covered.
- The In-Network referral requirement is waived for services received due to a Medical Emergency, as defined by the Plan.
- Covered Out-of-Network services received due to a Medical Emergency, as defined by the Plan, will be reimbursed at the In-Network rate.
- Out-of-Network services do not require a referral.

Room and board allowances

Semi-private rooms, daily limit..... average semi-private room rate
Private rooms, daily limit..... average semi-private room rate
Private rooms in an all-private room facility, daily limit billed charges

- If a private room is Medically Necessary, the Plan will allow billed charges.

PRIMARY CARE PHYSICIAN BENEFITS

Primary Care Physicians include In-Network Pediatricians, General Practitioners, Family Practitioners and Doctors of Internal Medicine.

Services rendered in an office setting

Reimbursement rate100%, no deductible
Per office visit copay \$30

Services rendered in a non-office setting

Reimbursement rate 80%, after deductible

IN-NETWORK SPECIALTY PHYSICIAN BENEFITS

Reimbursement rate 80%, after deductible

- Services received without a referral from the Primary Care Physician are not covered, unless stated otherwise in the next section.
- The referral requirement is waived for services received due to a Medical Emergency, as defined by the Plan.

ALL OUT-OF-NETWORK PHYSICIAN BENEFITS

Reimbursement rate 70%, after deductible

- Out-of-Network services do not require a referral from the Primary Care Physician.

OTHER BENEFIT LIMITS AND MAXIMUMS

Chiropractic Services

Calendar Year limit..... 20 visits
In-Network reimbursement rate50%, no deductible

- Charges do not contribute toward the Out-of-Pocket limit and are never paid at 100%.
- Referral requirement is waived for services rendered by a Chiropractor.
- Out-of-Network services are not covered.

Fertility Treatment (including in vitro fertilization and artificial insemination)

Lifetime maximum..... \$15,000

Nursing Home Care

Per confinement maximum 60 days

Outpatient Prenatal Care

PCP and In-Network reimbursement rate100%, no deductible

Out-of-Network reimbursement rate.....70%, after deductibles

- Outpatient Prenatal Care coverage is limited to the list of services in the Medical Benefits Section. Eligible services that are not listed are subject to standard Plan reimbursement levels.
- The expectant mother is required to enroll in the **Special Delivery** program by the end of the first trimester. Failure to enroll will result in a **\$100 penalty**. See the Medical Benefits Section for more information.

Private Duty Nursing

Calendar Year limit..... 40 visits

Speech Therapy

Calendar Year limit..... 20 visits

Skilled Nursing Facility services

Calendar Year maximum 30 days

Temporomandibular Joint Disorder (TMJ), Craniofacial or Cranioskeletal Disharmony

Lifetime surgical maximum \$15,000

- Applies to any surgical procedure for repositioning of the maxilla or mandible, regardless of the diagnosis.

ROUTINE PREVENTIVE CARE

Routine Well Child Care

PCP and In-Network reimbursement rate100%, no deductible

Per office visit copay \$30

- Referral requirement is waived.
- Available for children from birth through age 18.
- Out-of-Network services are not covered.

Routine Physicals

PCP and In-Network reimbursement rate100%, no deductible

Per office visit copay \$30

- Referral requirement is waived.
- Coverage includes bone density studies.
- Adult immunizations are not covered.
- Out-of-Network services are not covered.

Prostate Specific Antigen (PSA) Test

PCP and In-Network reimbursement rate100%, no deductible

Per office visit copay \$30

- Referral requirement is waived.
- Available for males age 40 and over.
- Out-of-Network services are not covered.

Routine Gynecological Examinations

PCP and In-Network reimbursement rate100%, no deductible
Per office visit copay \$30

- Limited to one self-referral per Calendar Year.
- Includes office visit, pap smear, urinalysis, hematocrit or hemoglobin and hemoccult stool culture.
- Out-of-Network services are not covered.

Mammography

PCP, In-Network reimbursement rate100%, no deductible

- Limited to one self-referral per Calendar Year.
- Referral requirement is waived.
- Limited to the following frequency schedule: Age 35 through 39, one exam; Age 40 and older, one exam every calendar year.

Smoking Cessation (outpatient only)

PCP and In-Network reimbursement rate100%, no deductible
Per office visit copay \$30

- Over-the-counter drugs and prescription drugs are covered under the prescription drug card program.
- Out-of-Network services are not covered.

SPECIAL IN-NETWORK PROVISIONS

The following exceptions will always be reimbursed at the In-Network level of benefits:

- Charges for covered services which are not contracted with the PPO network.
- If services are not available from an In-Network provider, then services provided by an Out-of-Network provider will be paid as In-Network
- If services by an In-Network provider are not accessible, then services provided by an Out-of-Network provider will be paid as In-Network.
- Services rendered by an Out-of-Network anesthesiologist, pathologist or radiologist in connection with an In-Network facility (including both inpatient and outpatient services) will be paid as In-Network.
- Emergency and accident services will be paid as In-Network.

PRESCRIPTION DRUGS

The prescription drug card program is administered by the pharmacy benefits manager.

Generic drug copayment \$10
Preferred Brand copayment \$30
Non-preferred Brand copayment..... \$50

MEDICAL BENEFITS

Medical Benefits apply when covered charges are incurred by a Covered Person for care of an Injury or Sickness and while the person is covered for these benefits under the Plan.

DEDUCTIBLE

Deductible Amount. This is an amount of covered charges for which no benefits will be paid. Before benefits can be paid in a Calendar Year a Covered Person must meet the deductible shown in the Schedule of Benefits.

Family Unit Limit. When the dollar amount shown in the Schedule of Benefits has been incurred by members of a Family Unit toward their Calendar Year deductibles, the deductibles of all members of that Family Unit will be considered satisfied for that year.

Deductible For A Common Accident. This provision applies when two or more Covered Persons in a Family Unit are injured in the same accident.

These persons need not meet separate deductibles for treatment of injuries incurred in this accident; instead, only one deductible for the Calendar Year in which the accident occurred will be required for them as a unit.

BENEFIT PAYMENT

Each Calendar Year, benefits will be paid for the covered charges of a Covered Person that are in excess of the deductible and any copayments. Payment will be made at the rate shown under Percentage Payable in the Schedule of Benefits. No benefits will be paid in excess of the Maximum Benefit Amount or any listed limit of the Plan.

OUT-OF-POCKET LIMIT

Covered Charges are payable at the percentages shown each Calendar Year until the out-of-pocket limit shown in the Schedule of Benefits is reached. Then, Covered Charges incurred by a Covered Person will be payable at 100% (except for the charges excluded) for the rest of the Calendar Year.

MAXIMUM BENEFIT AMOUNT

The Maximum Benefit Amount is shown in the Schedule of Benefits. It is the total amount of benefits that will be paid under the Plan for all covered charges incurred by a Covered Person during a Plan Year.

COVERED CHARGES

All benefits described in this document are subject to the Claims Administrator's established Coverage Policy, Allowable Charge, and the benefit limits and exclusions described more fully herein including, but not limited to the determination that: care and treatment is Medically Necessary; that services, supplies and care are not Experimental and/or Investigational. A charge is incurred on the date that the service or supply is performed or furnished.

- (1) **Hospital Care.** The medical services and supplies furnished by a Hospital or Ambulatory Surgical Center or a Birthing Center. Covered charges for room and board will be payable as shown in the Schedule of Benefits. After 23 observation hours, a confinement will be considered an inpatient confinement.

Room charges made by a Hospital having only private rooms will be paid as described in the Schedule of Benefits.

- (2) **Coverage of Pregnancy.** The Allowable Charges for the care and treatment of Pregnancy are covered the same as any other Sickness. Routine Ultrasounds are limited to one per pregnancy.

Coverage for a Hospital stay following a normal vaginal delivery may not be limited to less than 48 hours for both the mother (if a Covered Person) and the newborn child. Coverage for a Hospital stay in connection with childbirth following a Caesarian section may not be limited to less than 96 hours for both the mother (if a Covered Person) and the newborn child.

The Expectant Mother is required to enroll in the Special Delivery Program by the 14th week of pregnancy. Special Delivery can be accessed by calling 1-800-742-6457. This program is designed to encourage the Covered Person to actively participate in obtaining comprehensive prenatal care. Services that are not normally offered, such as skilled nursing assessments or nursing assistant care in the home for conditions including pregnancy-induced hypertension, diabetes mellitus, and preterm labor, are covered through the Special Delivery program. The Special Delivery nurse can assist in coordinating home health care in lieu of hospitalization for those high-risk patients who the physician feels would benefit from this alternative care.

The following list of outpatient prenatal care services are reimbursed at 100%, not subject to the deductible. Eligible services which are not on this list will be subject to standard plan reimbursement levels.

- (a) Antepartum care includes the initial and subsequent history, physician examinations, recording of weight, blood pressure, fetal heart tones, routine chemical urinalysis, and monthly visits up to 28 weeks gestation, biweekly visits to 36 weeks gestation and weekly visits until delivery.
- (b) Laboratory/Diagnostic procedures:

Hemoglobin performed in the first and third trimester:

ABO/Rh (D)

Rh (D) antibody screen

VDRL / RPR

Hepatitis B Surface Antigen (HBsAG)

Gonorrhea culture

Chlamydial culture

Urine culture

Antibody: Rubella / Rubeola / Varicella

HIV

Coombs Test

Gestational diabetes mellitus screening

Obstetric Profile

Triple screen (AFP / HCG / Estrol) may be offered in high-risk pregnancies

- (c) For a covered person's pregnancy that is considered a High Risk Pregnancy the following services shall be covered:

Maternal Serum Alpha Fetoprotein MS
Ultrasound based on the following criteria:

- Suspect multiple pregnancy
- Suspect placenta previa (second or third trimester bleeding)
- First trimester pregnancy - suspect abortion or ectopic pregnancy
- Accurately dating pregnancy between 20-30 weeks for patients having had previous C-sections
- Probable intrauterine fetal death
- Small for gestational age or intrauterine growth retardation
- Previous history of fetal anomalies such as hydrocephalus, spina bifida, etc.
- Fetal age determination on patients seen after first trimester with unknown last menstrual period or irregular periods and discrepancies in uterine size and dates
- Macrosomic infants
- Patients over age 35.

- (3) **Skilled Nursing Facility Care.** The room and board and nursing care furnished by a Skilled Nursing Facility will be payable if and when:

- (a) the patient is confined as a bed patient in the facility;
- (b) the confinement starts immediately following a Hospital confinement or a period of Home Health Care Utilization;
- (c) the attending Physician certifies that the confinement is needed for further care of the condition that caused the Hospital confinement; and
- (d) the attending Physician completes a treatment plan which includes a diagnosis, the proposed course of treatment and the projected date of discharge from the Skilled Nursing Facility.

- (4) **Physician Care.** The professional services of a Physician for surgical or medical services.

- (a) Charges for **multiple surgical procedures** will be a covered expense subject to the following provisions:
 - (i) If bilateral or multiple surgical procedures are performed by one (1) surgeon, benefits will be determined based on the Allowable Charge for the primary procedures; 50% of the Allowable Charge for each additional procedure performed through the same incision. Any procedure that would not be an integral part of the primary procedure or is unrelated to the diagnosis will be considered "incidental" and no benefits will be provided for such procedures;
 - (ii) If multiple unrelated surgical procedures are performed by two (2) or more surgeons on separate operative fields, benefits will be based on the Allowable Charge for each surgeon's primary procedure. If two (2) or more surgeons perform a procedure that is normally performed by one (1) surgeon, benefits for all surgeons will not exceed the Allowable Charge for that procedure; and

- (iii) If an assistant surgeon is required, the assistant surgeon's covered charge will not exceed 20% of the surgeon's Allowable Charge.
- (5) **Private Duty Nursing Care.** The private duty nursing care by a licensed nurse (R.N., L.P.N. or L.V.N.) requires prior authorization. Charges are covered only when care is Medically Necessary or not Custodial in nature.
- (6) **Home Health Care Services and Supplies.** Charges for home health care services and supplies require prior authorization and are covered only for care and treatment of an Injury or Sickness when Hospital or Skilled Nursing Facility confinement would otherwise be required. The diagnosis, care and treatment must be certified by the attending Physician and be contained in a Home Health Care Plan.

A home health care visit will be considered a periodic visit by either a nurse or therapist, as the case may be, or four hours of home health aide services.
- (7) **Hospice Care Services and Supplies.** Charges for hospice care services and supplies require prior authorization and are covered only when the attending Physician has diagnosed the Covered Person's condition as being terminal, determined that the person is not expected to live more than six months and placed the person under a Hospice Care Plan.
- (8) **Mental Illness and Substance Abuse Services (Alcohol and Drug Abuse).** Subject to all terms, conditions, exclusions and limitations of the Plan as set forth in this Plan Document, coverage is provided for Health Interventions to treat Mental Illness and Substance Abuse.

Outpatient Health Interventions

- (a) Coverage of Mental Illness and Substance Abuse Health Interventions during office visits and other forms of outpatient treatment, including partial or full-day program services is subject to the Deductible and Out-of-Pocket Limit set out in the Schedule of Benefits.

Inpatient, Partial Hospitalization Program and Intensive Outpatient Program Health Interventions

- (a) Coverage for Inpatient Hospitalization, Partial Hospitalization Programs or Intensive Outpatient Programs for Mental Illness or Substance Abuse Health Interventions.
 - (i) Inpatient Hospitalization requires a patient to receive covered services 24 hours a day as an inpatient in a Hospital.
 - (ii) Partial Hospitalization Programs generally require the patient to receive covered services six to eight hours a day, five to seven days per week in a Hospital.
 - (iii) Intensive Outpatient Programs generally require the patient to receive covered services lasting two to four hours a day, three to five days per week in a Hospital.
- (b) Coverage is subject to the Deductible and Out-of-Pocket Limit set forth in the Schedule of Benefits.

- (c) **The treating facility must be a Hospital.** Treatment received at a Freestanding Residential Substance Abuse Treatment Center or at a Freestanding Psychiatric Residential Treatment Facility is not a covered benefit.
- (9) **Other Medical Services and Supplies.** These services and supplies not otherwise included in the items above are covered as follows:
- (a) Local Medically Necessary professional land or air **ambulance** service. A charge for this item will be a Covered Charge only if the service is to the nearest Hospital or Skilled Nursing Facility where necessary treatment can be provided unless the Plan Administrator finds a longer trip was Medically Necessary.
- (b) **Anesthetic**; oxygen; blood and blood derivatives that are not donated or replaced; intravenous injections and solutions. Acupuncture is covered when administered for anesthetic purposes. Administration of these items is included.
- (c) **Cardiac rehabilitation** as deemed Medically Necessary.
- (d) Radiation or **chemotherapy** and treatment with radioactive substances. The materials and services of technicians are included.
- (e) **Colorectal/Gastrointestinal Cancer Screening.** Coverage is provided for colorectal and gastrointestinal cancer screening and laboratory tests, including colonoscopy, sigmoidoscopy, and barium enema) and charges are paid according to standard Plan reimbursement guidelines.
- (f) Initial **contact lenses** or glasses required following cataract surgery.
- (g) Rental of **durable medical equipment** required for temporary therapeutic use. This does not include air conditioners, air purifiers, humidifiers, dehumidifiers or comfort items. When it is more cost effective, the plan may allow purchase rather than rental of covered equipment.
- (h) **Fertility treatment**, including in vitro fertilization and artificial insemination are limited to the Calendar Year maximum shown in the Schedule of Benefits. Treatment is subject to the following criteria:
- (i) The patient is the Covered Employee or Covered Spouse.
- (ii) The infertility is associated with one or more of the following medical conditions:
- Endometriosis;
 - Exposure in utero to Diethylstilbestrol (DES);
 - Blockage of or removal of one or both fallopian tubes not a result of voluntary sterilization; or
 - Abnormal male factors contributing to such infertility.
- (iii) The patient's oocytes must be fertilized with the sperm of the patient's Spouse when any fertilization procedures are performed.

- (iv) The in vitro fertilization procedures are performed at a facility licensed by the Arkansas Department of Health as an in vitro fertilization clinic, or if such is unavailable, in a clinic elsewhere which is approved by the Plan.
- (i) **Genetic testing** of the products of an amniocentesis, to determine the presence of a disease or congenital anomaly in a fetus, or genetic testing of a Covered Person's tissue to determine if the person has a specific disease (not to determine if the person is a carrier of a genetic abnormality), is covered, subject to established coverage criteria. Examples of such tests that are covered include testing for Down's syndrome, hypothyroidism, sickle-cell anemia, phenylketonuria/galactosemia (PKU), and other disorders of metabolism.
- (j) **Laboratory studies.**
- (k) Injury to or care of **mouth, teeth and gums.** Charges for injury to or care of the mouth, teeth, gums and alveolar processes will be covered charges under Medical Benefits only if that care is for the following oral surgical procedures:
- Excision of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth.
 - Surgical procedures required to correct accidental injuries to the jaws, cheeks, lips, tongue, roof and floor of the mouth.
 - Excision of benign bony growths of the jaw and hard palate.
 - External incision and drainage of cellulitis.
 - Incision of sensory sinuses, salivary glands or ducts.
 - Removal of impacted teeth.
 - Emergency repair due to the injury to sound natural teeth. This repair must begin within 90 days of the accident and be completed within 12 months from the date of an accident and the accident must have occurred while the person was covered under the Plan.

No charge will be covered under Medical Benefits for dental and oral surgical procedures involving orthodontic care of the teeth, periodontal disease and preparing the mouth for the fitting of or continued use of dentures.

- (l) **Nursing Home Care** must be under the supervision of a physician and the confinement would be necessary in the absence of skilled nursing facility confinement.
- (m) **Morbid Obesity treatment** coverage, including gastric bypass surgery or any other procedure performed for the purpose of weight loss, is subject to prior written approval from the Claims Administrator, acting on behalf of the Plan Administrator. Benefits for approved treatment will be limited as described in the Schedule of Benefits.
- (n) **Occupational therapy** by a licensed occupational therapist. Therapy must be ordered by a Physician, result from an Injury or Sickness and improve a body function. Covered expenses do not include recreational programs, maintenance therapy or supplies used in occupational therapy.
- (o) **Organ transplant limits.** Coverage is provided for human-to-human organ or tissue transplants in accordance with the following specific conditions:

- (i) Not all transplants are covered. There must be a specific Coverage Policy which allows benefits for the transplant in question, and the Covered Person must meet all of the required criteria necessary for coverage set forth in the Coverage Policy and in this Plan Document.
- (ii) Except for kidney and cornea transplants, coverage for transplant services requires Prior Approval from the Claims Administrator. A request for approval must be submitted to the Claims Administrator prior to receiving any transplant services, including transplant evaluation.
- (iii) The transplant benefit is subject to the deductible, coinsurance and any applicable copays specified in the Schedule of Benefits.
- (iv) Charges for obtaining donor organs or tissues are Covered Charges under the Plan when the recipient is a Covered Person. When the donor has medical coverage, his or her plan will pay first. The benefits under this Plan will be reduced by those payable under the donor's plan. Donor charges include those for evaluating the organ or tissue, removing the organ or tissue from the donor, and transportation of the organ or tissue from within the United States and Canada to the place where the transplant is to take place.
- (p) The initial purchase, fitting, repair and replacement of **orthotic appliances** such as braces, splints or other appliances which are required for support for an injured or deformed part of the body as a result of a disabling congenital condition or an Injury or Sickness.
- (q) **Physical therapy** by a licensed physical therapist. The therapy must be in accord with a Physician's exact orders as to type, frequency and duration and to improve a body function.
- (r) **Prescription Drugs** (as defined) are covered under the Prescription Drug Card Program administered by the pharmacy benefits manager. Norplant implants are covered under Medical Benefits when prescribed for Medical Necessity, rather than contraceptive purposes.
- (s) Routine **Preventive Care**. Covered charges under Medical Benefits are payable for routine Preventive Care as described in the Schedule of Benefits.

Charges for Routine Well Adult Care. Routine well adult care is care by a Physician that is not for an Injury or Sickness.

Charges for Routine Well Child Care. Routine well child care is routine care by a Physician that is not for an Injury or Sickness.
- (t) The initial purchase, fitting, repair and replacement of fitted **prosthetic devices** which replace body parts require prior authorization.
- (u) **Reconstructive/Cosmetic Surgery.** Correction of abnormal congenital conditions and injuries incurred in an accident that occurred while the person was covered under the plan.

- (v) Treatment of **sleep apnea**.
- (w) **Speech therapy** by a licensed speech therapist. Therapy must be ordered by a Physician and follow either: (i) surgery for correction of a congenital condition of the oral cavity, throat or nasal complex (other than a frenectomy) of a person; (ii) an Injury; or (iii) a Sickness that is other than a learning or Mental Disorder.
- (x) **Spinal Manipulation/Chiropractic services** by a licensed M.D., D.O. or D.C.
- (y) **Sterilization** procedures.
- (z) **Surgery and services after Mastectomy**. In connection with a covered mastectomy, surgery and services for:
 - reconstruction of the breast on which the mastectomy has been performed;
 - surgery and reconstruction of the other breast to produce a symmetrical appearance; and
 - prostheses and services to correct physical complications for all stages of the mastectomy, including lymphedemas, in a manner determined in consultation with the attending physician and Covered person.
- (aa) **Surgical dressings**, splints, casts and other devices used in the reduction of fractures and dislocations.
- (bb) **Supplies** prescribed for diabetic care, such as test strips, lancets, needles and syringes.
- (cc) **Temporomandibular Joint (TMJ) Disorder**. Treatment for the surgical and non-surgical care connected with temporomandibular joint dysfunction, craniofacial disharmonies and cranioskeletal disharmonies requires prior authorization. Surgical treatment is limited to the Calendar Year maximum shown in the Schedule of Benefits.
- (dd) Coverage of **Well Newborn Nursery/Physician Care**.

Charges for Routine Nursery Care. Routine well newborn nursery care is room, board and other normal care for which a Hospital makes a charge.

This coverage is only provided if the newborn child is an eligible Dependent and a parent (1) is a Covered Person who was covered under the Plan at the time of the birth, or (2) enrolls himself or herself (as well as the newborn child if required) in accordance with the Special Enrollment provisions with coverage effective as of the date of birth.

The benefit is limited to Allowable Charges for nursery care for the first five days after birth while the newborn child is Hospital confined as a result of the child's birth.

Charges for covered routine nursery care will be paid under the newborn's identification number, subject to the newborn infant being enrolled for coverage in the Plan within 31 days of birth.

Coverage for a Hospital stay following a normal vaginal delivery may not be limited to less than 48 hours for both the mother (if a Covered Person) and the newborn child. Coverage for a Hospital stay in connection with childbirth following a Caesarian section

may not be limited to less than 96 hours for both the mother (if a Covered Person) and the newborn child.

Charges for Routine Physician Care. The benefit is limited to the Allowable Charges made by a Physician for routine pediatric care for the first five days after birth while the newborn child is Hospital confined.

Charges for covered routine Physician care will be paid under the newborn child's identification number.

(ee) Diagnostic **X-rays**.

COST MANAGEMENT SERVICES

Precertification Phone Number

Please refer to the Employee ID card for the Precertification phone number.

The patient or family member must call this number to receive certification of inpatient Hospitalizations. This call must be made at least three days in advance of services being rendered or within 48 hours after an emergency.

Any reduced reimbursement due to failure to follow cost management procedures will not accrue toward the 100% maximum out-of-pocket payment.

UTILIZATION REVIEW

Utilization review is a program designed to help insure that all Covered Persons receive necessary and appropriate health care while avoiding unnecessary expenses.

The program consists of:

- (a) Precertification of the Medical Necessity for the following non-emergency services before Medical and/or Surgical services are provided:

Inpatient hospitalizations
- (b) Retrospective review of the Medical Necessity of the listed services provided on an emergency basis;
- (c) Concurrent review, based on the admitting diagnosis, of the listed services requested by the attending Physician; and
- (d) Certification of services and planning for discharge from a Medical Care Facility or cessation of medical treatment.

The purpose of the program is to determine what is payable by the Plan. This program is not designed to be the practice of medicine or to be a substitute for the medical judgment of the attending Physician or other health care provider.

If a particular course of treatment or medical service is not certified, it means that the Plan will not consider that course of treatment as appropriate for the maximum reimbursement under the Plan.

In order to maximize Plan reimbursements, please read the following provisions carefully.

Here's how the program works.

Precertification. Before a Covered Person enters a Medical Care Facility on a non-emergency basis, the utilization review administrator will, in conjunction with the attending Physician, certify the care as appropriate for Plan reimbursement. A non-emergency stay in a Medical Care Facility is one that can be scheduled in advance.

The utilization review program is set in motion by a telephone call from the Covered Person. Contact the utilization review administrator **at least three days before** services are scheduled to be rendered with the following information:

- The name of the patient and relationship to the covered Employee
- The name, Social Security number and address of the covered Employee
- The name of the Employer
- The name and telephone number of the attending Physician
- The name of the Medical Care Facility, proposed date of admission, and proposed length of stay
- The diagnosis and/or type of surgery

If there is an **emergency** admission to the Medical Care Facility, the patient, patient's family member, Medical Care Facility or attending Physician must contact the utilization review administrator **within 48 hours** of the first business day after the admission.

The utilization review administrator will determine the number of days of Medical Care Facility confinement authorized for payment. **Failure to follow this procedure may reduce reimbursement received from the Plan.**

If the Covered Person does not receive authorization as explained in this section, the benefit payment will be reduced by \$200.

Concurrent review, discharge planning. Concurrent review of a course of treatment and discharge planning from a Medical Care Facility are parts of the utilization review program. The utilization review administrator will monitor the Covered Person's Medical Care Facility stay or use of other medical services and coordinate with the attending Physician, Medical Care Facilities and Covered Person either the scheduled release or an extension of the Medical Care Facility stay or extension or cessation of the use of other medical services.

If the attending Physician feels that it is Medically Necessary for a Covered Person to receive additional services or to stay in the Medical Care Facility for a greater length of time than has been precertified, the attending Physician must request the additional services or days.

SECOND AND/OR THIRD OPINION PROGRAM

Certain surgical procedures are performed either inappropriately or unnecessarily. In some cases, surgery is only one of several treatment options. In other cases, surgery will not help the condition.

In order to prevent unnecessary or potentially harmful surgical treatments, the second and/or third opinion program fulfills the dual purpose of protecting the health of the Plan's Covered Persons and protecting the financial integrity of the Plan.

Benefits will be provided for a second (and third, if necessary) opinion consultation to determine the Medical Necessity of an elective surgical procedure. An elective surgical procedure is one that can be scheduled in advance; that is, it is not an emergency or of a life-threatening nature.

The patient may choose any board-certified specialist who is not an associate of the attending Physician and who is affiliated in the appropriate specialty.

CASE MANAGEMENT

Case Management is a program under which nurses communicate with Plan Participants' Physicians to facilitate access to benefits under the Plan Participants' Medical Benefits Plan, to identify benefit options for outpatient or home treatment settings, and, where appropriate in the Physician's independent professional judgment, to identify and offer Plan Participants a choice of cost-effective alternatives to hospitalization. Case management nurses are licensed professionals who use their specialized skills to communicate effectively with Physicians; they do not, however, provide any medical services to Plan Participants. All treatment decisions remain exclusively with the Plan Participant and his or her physicians.

Case management services can provide the following value-added benefits for Plan Participants and the Plan:

- maximize the benefits available under the Medical Benefits Plan;
- at the same time, identify cost-effective alternatives to high-cost treatment settings such as hospitalization;
- educate Plan Participants and their Physicians on cost-effective alternatives from which they may choose;
- provide health education to Plan Participants to empower them and their families to self-manage aspects of their care as deemed appropriate by their Physician; and,
- help Plan Participants better understand and deal with the complexities of the health care system and their Medical Benefits Plan

DEFINED TERMS

The following terms have special meanings and when used in this Plan will be capitalized.

Active Employee is an Employee who is on the regular payroll of the Employer and who has begun to perform the duties of his or her job with the Employer on a full-time basis.

Allowable Charge when used in connection with covered services or supplies delivered in Arkansas, will be the amount deemed by the Claims Administrator, in its sole discretion, to be reasonable. The customary allowance is the basic Allowable Charge. However, Allowable Charge may vary, given the facts of the case and the opinion of the Claims Administrator.

Allowable Charges for services or supplies received out of Arkansas may be determined by the local Blue Cross and Blue Shield Plan. **Please note that all benefits under this Plan are subject to and shall be paid only by reference to the Allowable Charge as determined at the discretion of the Plan. This means that regardless of how much a health care Provider may bill for a given service, the benefits under this Plan will be limited by the established Allowable Charge. If services are rendered by a participating Provider, that Provider is obligated to accept the established rate as payment in full, and should only bill the member for the Deductible, Coinsurance and any non-covered services; however, if services are rendered by a non-participating Provider, the member will be responsible for all amounts billed in excess of the Allowable Charge.**

Ambulatory Surgical Center is a licensed facility that is used mainly for performing outpatient surgery, has a staff of Physicians, has continuous Physician and nursing care by registered nurses (R.N.s) and does not provide for overnight stays.

Baseline shall mean the initial test results to which the results in future years will be compared in order to detect abnormalities.

Birthing Center means any freestanding health facility, place, professional office or institution which is not a Hospital or in a Hospital, where births occur in a home-like atmosphere. This facility must be licensed and operated in accordance with the laws pertaining to Birthing Centers in the jurisdiction where the facility is located.

The Birthing Center must provide facilities for obstetrical delivery and short-term recovery after delivery; provide care under the full-time supervision of a Physician and either a registered nurse (R.N.) or a licensed nurse-midwife; and have a written agreement with a Hospital in the same locality for immediate acceptance of patients who develop complications or require pre- or post-delivery confinement.

Calendar Year means January 1st through December 31st of the same year.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Cosmetic Surgery means any surgical procedure, including corrective plastic or reconstructive plastic surgical procedures, having the primary purpose of improving physical appearance. Cosmetic Surgery also includes any procedure required in order to correct complications caused by or arising from prior Cosmetic Surgery. However, Cosmetic Surgery does not include in connection with a mastectomy, (a) reconstruction of the breast on which the mastectomy has been performed, and (b) surgery and reconstruction of the other breast to produce a symmetrical appearance.

Coverage Policy - With respect to certain drugs, treatments, services, tests, equipment or supplies, the Claims Administrator has developed specific Coverage Policies, which have been put into writing, and are available upon request from the Claims Administrator. If the Claims Administrator has developed a specific Coverage Policy that applies to the drug, treatment, service, test, equipment or supply that you received or seek to have covered under your Plan, the Coverage Policy shall be deemed to be determinative in evaluating whether such drug, treatment, service, test, equipment or supply meets the coverage criteria; however, the absence of a specific Coverage Policy with respect to any particular drug, treatment, service, test, equipment or supply shall not be construed to mean that such drug, treatment, service, test, equipment or supply meets the coverage criteria.

Covered Person is an Employee, Retiree or Dependent who is covered under this Plan.

Creditable Coverage includes most health coverage, such as coverage under a group health plan (including COBRA continuation coverage), HMO membership, an individual health insurance policy, Medicaid, Medicare or public health plans.

Creditable Coverage does not include coverage consisting solely of dental or vision benefits.

Creditable Coverage does not include coverage that was in place before a significant break of coverage of more than 63 days. With respect to the Trade Act of 2002, when determining whether a significant break in coverage has occurred, the period between the trade related coverage loss and the start of special second COBRA election period under the Trade Act, does not count.

Custodial Care is care (including room and board needed to provide that care) that is given principally for personal hygiene or for assistance in daily activities and can, according to generally accepted medical standards, be performed by persons who have no medical training. Examples of Custodial Care are help in walking and getting out of bed; assistance in bathing, dressing, feeding; or supervision over medication which could normally be self-administered.

Durable Medical Equipment means equipment which (a) can withstand repeated use, (b) is primarily and customarily used to serve a medical purpose, (c) generally is not useful to a person in the absence of an Illness or Injury and (d) is appropriate for use in the home.

Employee means a person who is an Active, regular Employee of the Employer, regularly scheduled to work for the Employer in an Employee/Employer relationship.

Employer is Arkansas State University.

Enrollment Date is the first day of coverage or, if there is a Waiting Period, the first day of the Waiting Period.

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

Essential Health Benefits include, to the extent they are covered under the Plan, ambulatory patient services; emergency services; hospitalization; maternity and newborn care; mental health and substance use disorder services, including behavioral health treatment; prescription drugs; rehabilitative and habilitative services and devices; laboratory services; preventive and wellness services and chronic disease management; and pediatric services, including oral and vision care.

Experimental and/or Investigational. The Plan shall have full discretion to determine whether a drug, device or medical treatment is experimental or investigational. Any drug, device or medical treatment may be deemed

experimental or investigational, in the Plan's discretion, if:

- (1) the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and final regulatory approval for marketing has not been announced to the public at the time the drug or device is furnished; or
- (2) the drug, device, treatment or procedure, or the patient informed consent document utilized with the drug, device, treatment or procedure, was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal law requires such review and approval;
- (3) Reliable Evidence (as defined below) shows that the drug, device or medical treatment or procedure is the subject of on-going phase I, II or III clinical trials or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with a standard means of treatment or diagnosis;
- (4) Reliable Evidence (as defined below) shows that the majority opinion among experts, as stated in the published authoritative literature, regarding the drug, device or medical treatment or procedure is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis.
- (5) Reliable Evidence (as defined below) shows that a majority opinion among experts, as stated in the published authoritative literature, regarding the drug, device or medical treatment or procedure neither supports nor denies its use for a particular condition or disease.
- (6) Reliable Evidence (as defined below) shows that the majority opinion among experts, as stated in the published authoritative literature, regarding the drug, device or medical treatment or procedure is that it should not be used as a first line therapy for a particular condition or disease.

"Reliable Evidence" shall mean only the following sources:

- (a) the patient's medical records or other information from the treating Physician(s) or from a consultant(s) regarding the patient's medical history, treatment or condition;
- (b) the written protocol(s) under which the drug, device, treatment or procedure is provided to the patient;
- (c) any consent document the patient has executed or will be asked to execute, in order to receive the drug, device, treatment or procedure;
- (d) published reports and articles in the authoritative medical and scientific literature, signed by or published in the name of a recognized medical expert, regarding the drug, device, treatment or procedure at issue as applied to the injury, illness or condition at issue; or
- (e) the written protocol(s) used by another facility studying substantially the same drug, device, medical treatment or procedure.

Family Unit is the covered Employee or Retiree and the family members who are covered as Dependents under the Plan.

Generic Drug means a Prescription Drug which has the equivalency of the brand name drug with the same use and metabolic disintegration. This Plan will consider as a Generic Drug any Food and Drug Administration approved generic pharmaceutical dispensed according to the professional standards of a licensed pharmacist and clearly designated by the pharmacist as being generic.

Genetic Information means information about genes, gene products and inherited characteristics that may derive from an individual or a family member. This includes information regarding carrier status and information derived from laboratory tests that identify mutations in specific genes or chromosomes, physical medical examinations, family histories and direct analysis of genes or chromosomes.

Health Intervention or Intervention means an item or service delivered or undertaken primarily to diagnose, detect, treat, palliate or alleviate a medical condition or to maintain or restore functional ability of the mind or body.

Home Health Care Agency is an organization that meets all of these tests: its main function is to provide Home Health Care Services and Supplies; it is federally certified as a Home Health Care Agency; and it is licensed by the state in which it is located, if licensing is required.

Home Health Care Plan must meet these tests: it must be a formal written plan made by the patient's attending Physician which is reviewed at least every 30 days; it must state the diagnosis; it must certify that the Home Health Care is in place of Hospital confinement; and it must specify the type and extent of Home Health Care required for the treatment of the patient.

Home Health Care Services and Supplies include: part-time or intermittent nursing care by or under the supervision of a registered nurse (R.N.); part-time or intermittent home health aide services provided through a Home Health Care Agency (this does not include general housekeeping services); physical, occupational and speech therapy; medical supplies; and laboratory services by or on behalf of the Hospital.

Hospice Agency is an organization where its main function is to provide Hospice Care Services and Supplies and it is licensed by the state in which it is located, if licensing is required.

Hospice Care Plan is a plan of terminal patient care that is established and conducted by a Hospice Agency and supervised by a Physician.

Hospice Care Services and Supplies are those provided through a Hospice Agency and under a Hospice Care Plan and include inpatient care in a Hospice Unit or other licensed facility, home care, and family counseling during the bereavement period.

Hospice Unit is a facility or separate Hospital Unit, that provides treatment under a Hospice Care Plan and admits at least two unrelated persons who are expected to die within six months.

Hospital means an acute general care Hospital, a psychiatric Hospital and a rehabilitation Hospital licensed as such by the appropriate state agency. It does not include any of the following, unless required by applicable law: Hospitals owned or operated by state or federal agencies, convalescent homes or Hospitals, homes for the aged, sanitariums, long term care facilities, infirmaries, or any institution operated mainly for treatment of long-term chronic diseases.

Illness means a bodily disorder, disease, physical sickness or Mental Disorder. Illness includes Pregnancy, childbirth, miscarriage or Complications of Pregnancy.

Injury means an accidental physical Injury to the body caused by unexpected external means.

In-Network refers to a provider who participates in the Preferred Provider Organization (PPO). Due to their nature, the Plan has classified certain services as “In-Network” and subject to the “In-Network” provisions even though the provider or facility may not be a member of the PPO.

Intensive Care Unit is defined as a separate, clearly designated service area which is maintained within a Hospital solely for the care and treatment of patients who are critically ill. This also includes what is referred to as a "coronary care unit" or an "acute care unit." It has: facilities for special nursing care not available in regular rooms and wards of the Hospital; special life saving equipment which is immediately available at all times; at least two beds for the accommodation of the critically ill; and at least one registered nurse (R.N.) in continuous and constant attendance 24 hours a day.

Late Enrollee means a Plan Participant who enrolls under the Plan other than during the first 31-day period in which the individual is eligible to enroll under the Plan or during a Special Enrollment Period.

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

Lifetime is a word that appears in this Plan in reference to benefit maximums and limitations. Lifetime is understood to mean while covered under this Plan. Under no circumstances does Lifetime mean during the lifetime of the Covered Person.

Medical Care Facility means a Hospital, a facility that treats one or more specific ailments or any type of Skilled Nursing Facility.

Medical Emergency means medical conditions of a recent onset and severity, including, but not limited to, severe pain that would lead a prudent lay person, possessing an average knowledge of medicine and health, to believe that a condition, sickness, or injury is of such a nature that failure to get immediate medical care could result in (a) placing the patient’s health in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part.

Medically Necessary care and treatment is recommended or approved by a Physician; is consistent with the patient's condition or accepted standards of good medical practice; is medically proven to be effective treatment of the condition; is not performed mainly for the convenience of the patient or provider of medical services; is not conducted for research purposes; and is the most appropriate level of services which can be safely provided to the patient.

All of these criteria must be met; merely because a Physician recommends or approves certain care does not mean that it is Medically Necessary.

Medicare is the Health Insurance For The Aged and Disabled program under Title XVIII of the Social Security Act, as amended.

Mental Illness means and includes (whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin, and irrespective of cause, basis or inducement) mental disorders, mental illnesses, psychiatric illnesses, mental conditions, and psychiatric conditions. This includes, but is not limited to psychoses, neurotic disorders, schizophrenic disorders, affective disorders, personality disorders and psychological or behavioral abnormalities associated with transient or permanent dysfunction of the brain or related neurohormonal systems. (This is intended to include only illnesses classified on Axes I and II in the current edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association, Washington, D.C.)

Morbid Obesity is a diagnosed condition in which the patient has a BMI of 40 or greater, or a BMI of 36-39 with the presence of other high-risk co-morbid conditions.

No-Fault Auto Insurance is the basic reparations provision of a law providing for payments without determining fault in connection with automobile accidents.

Out-of-Network refers to a provider not participating in the Preferred Provider Organization (PPO). Due to their nature, the Plan has classified certain services as “In-Network” provisions even though the provider or facility may not be a member of the PPO.

Outpatient Care is treatment including services, supplies and medicines provided and used at a Hospital under the direction of a Physician to a person not admitted as a registered bed patient; or services rendered in a Physician's office, laboratory or X-ray facility, an Ambulatory Surgical Center, or the patient's home.

Pharmacy means a licensed establishment where covered Prescription Drugs are filled and dispensed by a pharmacist licensed under the laws of the state where he or she practices.

Physician means a Doctor of Medicine (M.D.) or a Doctor of Osteopathy (D.O.) duly licensed and qualified to practice medicine and perform surgery at the time and place a claimed intervention is rendered. Physician also means a Doctor of Podiatry (D.P.M.), a Chiropractor (D.C.), a Psychologist (Ph.D.), an Oral Surgeon (D.D.S.) or an Optometrist (O.D.) duly licensed and qualified to perform the claimed health intervention at the time and place such intervention is rendered.

Plan means Arkansas State University Employee Health Benefit Plan, which is a benefits plan for certain employees of Arkansas State University and is described in this document.

Plan Participant is any Employee, Retiree or Dependent who is covered under this Plan.

Plan Year is the 12-month period beginning on either the effective date of the Plan or on the day following the end of the first Plan Year which is a short Plan Year.

A **Pre-Existing Condition** is a condition for which medical advice, diagnosis, care or treatment was recommended or received within six months prior to the person's Enrollment Date under this Plan (e.g. the six-month look-back period for an Enrollment Date of August 15 is February 15 through August 14). Genetic Information is not a condition. Treatment includes receiving services and supplies, consultations, diagnostic tests or prescribed medicines. In order to be taken into account, the medical advice, diagnosis, care or treatment must have been recommended by, or received from, a Physician.

The Pre-Existing Condition does not apply to pregnancy or to individuals enrolled in the Plan prior to their 19th birthday.

Preferred Provider means a facility or physician who has a written agreement to provide health care services and supplies to PPO Plan Participants for a set fee.

Preferred Provider Organization or **PPO** means the PPO with which this Plan has contracted to provide medical care, services and supplies to Plan Participants.

Pregnancy is childbirth and conditions associated with Pregnancy, including complications.

Prescription Drug means any of the following: a Food and Drug Administration-approved drug or medicine which, under federal law, is required to bear the legend: "Caution: federal law prohibits dispensing without prescription"; injectable insulin; hypodermic needles or syringes, but only when dispensed upon a written prescription of a licensed Physician. Such drug must be Medically Necessary in the treatment of a Sickness or Injury.

Provider means a Hospital or a Physician. Provider also means a certified registered nurse anesthetist; a licensed audiologist; a chiropractor; a dentist; a licensed certified social worker; a licensed durable medical equipment provider; an optometrist; a pharmacist; a physical therapist; a podiatrist; a psychologist; a respiratory therapist; a speech pathologist and any other type of health care Provider which the Plan Administrator, in its sole discretion, approves for reimbursement for services rendered.

Retired Employee is a former Active Employee of the Employer who was retired while employed by the Employer under the formal written plan of the Employer and elects to contribute to the Plan the contribution required from the Retired Employee.

Sickness is a person's Illness, disease or Pregnancy (including complications).

Skilled Nursing Facility is a facility that fully meets all of these tests:

- (1) It is licensed to provide professional nursing services on an inpatient basis to persons convalescing from Injury or Sickness. The service must be rendered by a registered nurse (R.N.) or by a licensed practical nurse (L.P.N.) under the direction of a registered nurse. Services to help restore patients to self-care in essential daily living activities must be provided.
- (2) Its services are provided for compensation and under the full-time supervision of a Physician.
- (3) It provides 24 hour per day nursing services by licensed nurses, under the direction of a full-time registered nurse.
- (4) It maintains a complete medical record on each patient.
- (5) It has an effective utilization review plan.
- (6) It is not, other than incidentally, a place for rest, the aged, drug addicts, alcoholics, mental retardates, Custodial or educational care or care of Mental Disorders.
- (7) It is approved and licensed by Medicare.

This term also applies to charges incurred in a facility referring to itself as an extended care facility, convalescent nursing home, rehabilitation hospital or any other similar nomenclature.

Spinal Manipulation/Chiropractic Care means skeletal adjustments, manipulation or other treatment in connection with the detection and correction by manual or mechanical means of structural imbalance or subluxation in the human body. Such treatment is done by a Physician to remove nerve interference resulting from, or related to, distortion, misalignment or subluxation of, or in, the vertebral column.

Substance Abuse means a maladaptive pattern of substance use manifested by recurrent and significant adverse consequences related to the repeated use of substances.

Total Disability (Totally Disabled) means: In the case of a Dependent, the complete inability as a result of Injury or Sickness to perform the normal activities of a person of like age and sex in good health.

Transplant Global Period means a period of time that begins on or prior to the day of the transplant procedure and extends for a number of days after the transplant procedure. The length of the Transplant Global Period varies, depending upon the type of transplant involved.

PLAN EXCLUSIONS

Note: All exclusions related to Prescription Drugs are shown in the Prescription Drug Plan.

For all Medical Benefits shown in the Schedule of Benefits, a charge for the following is not covered:

Care, treatment or supplies not specifically outlined as a covered expense of this Plan and not meeting established medically necessary guidelines and criteria.

- (1) **Abortion.** Abortion (other than when a live birth is not possible), unless the life of the mother is endangered by the continued pregnancy.
- (2) **Acupuncture.** Charges for acupuncture treatment, except when used as an anesthetic agent for covered surgery.
- (3) **Administrative Fees.** Fees incurred for acquiring or copying medical records, sales tax, preparation of records for other insurance carriers or insurance agencies, medical evaluation for life, disability or any type of insurance coverage are not covered.
- (4) **Appointments.** Charges resulting from the failure to keep a scheduled visit with a Physician or other Provider are not covered.
- (5) **Bereavement services.** Medical social services and outpatient family counseling and/or therapy for bereavement, except if provided as Hospice Care, are not covered.
- (6) **Biofeedback.** Biofeedback and other forms of self-care or self-help training, and any related diagnostic testing are not covered for any diagnosis or medical condition.
- (7) **Clinical Trials.** Services or supplies provided in connection with a phase I, II, III or IV clinical trial or any study to determine the maximum tolerated dose, toxicity, safety, efficacy, or efficacy as compared with a standard means of treatment or diagnosis of a drug, device or medical treatment or procedure are not covered.
- (8) **Comfort items.** Personal comfort items or other equipment, such as, but not limited to, air conditioners, air-purification units, humidifiers, allergy-free pillows, blanket or mattress covers, electric heating units, swimming pools, orthopedic mattresses, exercising equipment, vibratory equipment, elevators or stair lifts, blood pressure instruments, stethoscopes, clinical thermometers, scales, elastic bandages or stockings (except for support stockings required for varicose veins), nonprescription drugs and medicines, and first-aid supplies and non-hospital adjustable beds.
- (9) **Cosmetic services.** Care and treatment provided for cosmetic reasons, except as listed under "Cosmetic Surgery" in the Medical Benefits Section.
- (10) **Custodial Care.** Services or supplies for custodial, convalescent, domiciliary or support care and non-medical services to assist a Covered Person with activities of daily living are not covered.
- (11) **Custodial Care Facility.** Services or supplies furnished by an institution which is primarily a place of rest or a place for the aged are not covered. Residential long term care facilities for mental health or eating disorders are not covered. Youth homes or any similar institution are not covered.

- (12) **Delivery Charges.** Charges for shipping, packaging, handling or delivering Medications are not separately covered.
- (13) **Dental services.** Charges in connection with dental work, dental surgery or oral surgery, except as described in the Medical Benefits Section.
- (14) **Dietitian.** Charges for services rendered by a dietitian, including charges for Diabetes Self-Management Training.
- (15) **Eating disorders.** Anorexia, bulimia and services related to eating disorders including long-term rehabilitative services are not covered.
- (16) **Educational.** Services for educational or vocational testing or training.
- (17) **Excess charges.** The part of an expense for care and treatment of an injury or sickness that is in excess of the Allowable charge.
- (18) **Exercise programs.** Charges related to exercise programs for treatment of any condition.
- (19) **Eye care.** Radial Keratotomy or other eye surgery to correct near-sightedness. Also, lenses for the eyes and exams for their fitting. This exclusion does not apply to aphakic patients and soft lenses or sclera shells intended for use as corneal bandages.
- (20) **Foot care.** The following care, treatment or supplies for the feet: orthopedic shoes; orthopedic prescription devices to be attached to or place in shoes; treatment of weak, strained, flat, unstable or unbalance feet, metatarsalgia or bunions, except open cutting operations; and treatment of corns, calluses or toenails, unless needed in treatment of diabetes, or a metabolic or peripheral-vascular disease.
- (21) **Foreign travel.** Care, treatment or supplies out of the United States if travel is for the sole purpose of obtaining medical services. Services received outside of the United States must be Medically Necessary to be considered eligible for coverage.
- (22) **Freestanding Residential Treatment Center.** Treatment received at a Freestanding Substance Abuse Residential Treatment Center or a Freestanding Psychiatric Residential Treatment Center is not covered.
- (23) **Genetic Testing.** Genetic Testing to determine the likelihood of developing a disease or condition, the likelihood of a disease or the presence of a disease in a relative, or the likelihood of passing an inheritable disease or congenital abnormality to an offspring, are not covered. Services for pre-implantation genetic diagnosis or treatment are not covered. However, genetic testing of the products of an amniocentesis, to determine the presence of a disease or congenital anomaly in the fetus, or genetic testing of a Covered Person's tissue to determine if the person has a specific disease (not to determine if the person is a carrier of a genetic abnormality), is covered, subject to established coverage criteria.
- (24) **Group Therapy.** Group therapy or group counseling at any time in any setting by any Provider is not covered.
- (25) **Hair loss.** Care and treatment for hair loss including wigs, hair transplants or any drug that promises hair growth, whether or not prescribed by a physician.

- (26) **Health and Behavior Assessment/Intervention.** Evaluation of psychosocial factors potentially impacting physical health problems and treatments are not covered. This includes health and behavior assessment procedures used to identify psychological, behavioral, emotional, cognitive, and social factors affecting physical health problems.
- (27) **Hearing aids.** Hearing aids and exams for their fitting.
- (28) **Hospital employee.** Professional services billed by a Physician or nurse who is an employee of a hospital or skilled nursing facility and paid by the hospital or facility for the service.
- (29) **Hypnotherapy.** Hypnotherapy is not covered for any diagnosis or medical condition.
- (30) **Illegal act.** Charges for services received as a result of Injury or Sickness caused by or contributed to by engaging in an illegal act or occupation; by committing or attempting to commit any crime, criminal act, assault or other felonious behavior; or by participating in a riot or public disturbance. This exclusion does not apply if the Injury resulted from an act of domestic violence or a medical (including both physical and mental health) condition.
- (31) **Jaw Joint Disorders.** Charges for correction of craniofacial disharmonies by the surgical repositioning of segments of the mandible or maxilla containing one to several teeth, or the bodily repositioning of entire jaws or TMJ disorders, except as listed under "TMJ" in the Medical Benefits Section.
- (32) **Learning Disabilities.** Services or supplies provided for learning disabilities, i.e. reading disorder, alexia, developmental dyslexia, dyscalculia, spelling difficulty, applied behavior analysis and other learning difficulties, are not covered.
- (33) **Lifetime Maximum.** Coverage of specified non-essential medical services, drugs, supplies, tests and equipment is subject to a Lifetime Benefit Maximum, as described in the Schedule of Benefits. Once a Covered Person has reached the Lifetime Benefit Maximum for that particular non-essential medical service, drug, supply, test or equipment, no further benefits for that service, drug, supply, test or equipment are available and coverage of that service, drug, supply, test or equipment under the Plan ceases.
- (34) **Medically Necessary.** Care and treatment that is either not Medically Necessary or Experimental/Investigational.
- (35) **Midwives.** Charges for services rendered by Midwives.
- (36) **No charge.** Care and treatment for which there would not have been a charge if no coverage had been in force.
- (37) **No obligation to pay.** Charges incurred for which the plan has no legal obligation to pay.
- (38) **No Physician recommendation.** Care, treatment, services or supplies not recommended and approved by a physician; or treatment, services or supplies when the covered person is not under the regular care of a physician. Regular care means ongoing medical supervision or treatment which is appropriate care for the Injury or Sickness.

- (39) **Not specified as covered.** Care, treatment or supplies not specifically outlined as a covered expense of this Plan and not meeting established medically necessary guidelines and criteria.
- (40) **Obesity.** Care and treatment of obesity, weight loss or dietary control whether or not it is, in any case, a part of the treatment plan for another Sickness. All treatment for Morbid Obesity is subject to prior approval from the Claims Administrator, acting on behalf of the Plan Administrator.
- (41) **Occupational.** Care and treatment of an Injury or Sickness that is occupational -- that is, arises from work for wage or profit including self-employment.
- (42) **Provider not defined.** Services or supplies provided by an individual or entity that is not a Provider as defined in this Plan Document are not covered.
- (43) **Relative giving service.** Professional services performed by a person who ordinarily resides in the covered person's home or is related to the covered person as a spouse, parent, child, brother or sister, whether the relationship is by blood or exists by law.
- (44) **Replacement braces.** Replacement of braces of the leg, arm, back, neck, or artificial arms or legs, unless there is sufficient change in the covered person's physical condition to make the original device no longer functional.
- (45) **Residential long term care facilities for mental health or eating disorders are not covered.** Youth homes, schools, therapeutic camps or any similar institution are not covered.
- (46) **Reversal of surgical sterilization.** Care and treatment for reversal of surgical sterilization.
- (47) **Routine services.** Charges for routine or periodic examinations, screening examinations, evaluation procedures, preventive medical care, or treatment or services not directly related to the diagnosis or treatment of a specific Injury, Sickness or pregnancy-related condition which is known or reasonably suspected, except as listed under "Routine Preventive Care in the Schedule of Benefits.
- (48) **Seasonal Affective Disorder (SAD).** Use of photo therapy or light therapy to treat seasonal affective disorder or depression is not covered.
- (49) **Self-inflicted.** Any loss due to an intentionally self-inflicted Injury, while sane or insane. This exclusion does not apply if the Injury resulted from an act of domestic violence or a medical (including both physical and mental health) condition.
- (50) **Services before or after coverage.** Care, treatment or supplies for which a charge was incurred before a person was covered under this Plan or after a person's coverage under this Plan has been terminated.
- (51) **Sex changes/sex therapy.** Care, services or treatment for non-congenital transsexualism, gender dysphoria or sexual reassignment or change are not covered. This exclusion includes medications, implants, hormone therapy, surgery, medical or psychiatric treatment or other treatment of sexual dysfunction including Prescription Medications and sex therapy.
- (52) **Smoking cessation/Caffeine addiction.** Treatment of caffeine or nicotine addiction, smoking cessation Prescription Medication products, including, but not limited to, nicotine gum and

nicotine patches are not covered, except as defined within the Prescription Drug Benefits section of this document.

- (53) **Telephone and Other Electronic Consultation.** Telephone calls or other forms of electronic consultation (e.g. e-mail, internet or video) between a Provider and a Covered Person, or between a Provider and another Provider, for medical management or coordinating care, are not covered. This includes reporting or obtaining tests or laboratory results. However, subject to all terms, conditions, exclusions and limitations of the Plan as set forth in this Benefit Certificate, communications made by a Physician responsible for the direct care of a Covered Person in Case Management with involved health care Providers are covered.
- (54) **Travel.** Charges for travel or accommodations, whether or not recommended by a physician, except as listed under "Ambulance" in the Medical Benefits Section.
- (55) **Unlicensed provider.** Coverage is not provided for treatment, procedures or services received from any person or entity, including but not limited to Physicians, who is required to be licensed to perform the treatment, procedure or service, but (1) is not so licensed, or (2) has had his license suspended, revoked or otherwise terminated for any reason, or (3) has a license that does not include within its scope the treatment, procedure or service provided.
- (56) **War.** Any loss that is due to a declared or undeclared act of war.
- (57) **Weight Control.** Medications prescribed, dispensed or used for the treatment of obesity, or for use in any program of weight control, weight reduction, weight loss or dietary control are not covered.

PRESCRIPTION DRUG BENEFITS

PHARMACY DRUG CHARGE

Participating pharmacies have contracted with the Plan to charge Covered Persons reduced fees for covered Prescription Drugs. The pharmacy benefits manager is the administrator of the pharmacy drug plan.

COPAYMENT

The copayment is applied to each covered pharmacy drug charge and is shown in the Schedule of Benefits. The copayment amount is not a covered charge under the Medical Plan. Any one prescription is limited to the greater of a 34-day supply or a 100-day supply on refills. A copay will be applied to every 34-day supply.

If a drug is purchased from a non-participating pharmacy or a participating pharmacy when the Covered Person's ID card is not used, the amount payable in excess of the copayment will be the ingredient cost and dispensing fee. The covered person will be required to submit the charges on a claim form for reimbursement.

If a brand name medication is dispensed when a generic medication is available and the physician has NOT indicated "dispense as written," the copayment required is the brand name copayment plus the difference in cost between the brand name medication and generic medication, or the cost of the drug, whichever is lower.

MAIL ORDER DRUG BENEFIT OPTION

The mail order drug benefit option is available for maintenance medications (those that are taken for long periods of time, such as drugs sometimes prescribed for heart disease, high blood pressure, asthma, etc.).

Any one prescription purchased through the Mail Order pharmacy is subject to one copay per one-month's supply, or two copays per two- and three-month's supply.

COVERED PRESCRIPTION DRUGS

- (1) All drugs, prescribed by a Physician that require a prescription either by federal or state law, except any drug not covered under this Plan.
- (2) Insulin, when prescribed by a Physician, and syringes purchased at the same time as the dispensing of insulin and which are to be used for the sole purpose of injecting insulin.

BENEFIT LIMITS

- (1) **Oral contraceptives** are covered and subject to a Preferred or Non-Preferred Brand Name Medication copay, dependent on the type of medication prescribed.
- (2) **Quantity-Verses-Time Edits.** Some medications have quantity limitations that are more restrictive than the plan's standard 34-day supply. These are medications that are appropriate for dispensing through an outpatient pharmacy, but because of their high cost and potential for misuse, should be monitored closely.

Often, physicians will write open-ended or “as needed” prescriptions for non-addictive pain treatments (such as the migraine-relief medications on this list). This allows the member to decide how much of the prescription to have filled within their 34-day benefit period.

By regulating the quantity that can be obtained each time the prescription is filled and within each 34-day period, we can monitor those cases where the member is getting a quantity that is greater than the manufacturer recommends. This is beneficial information for the prescribing physician and protects the plan’s financial risk.

- (3) **Prior Authorization.** Medications that are expensive, have a high risk for misuse, or whose effectiveness is limited to very specific indications are placed on the Prior Authorization list. Also on the list are medications which cause adverse or harmful reactions, or have been ineffective in the treatment of a particular disease or condition.

To obtain coverage for a medication that requires prior authorization, the prescribing physician should provide a letter of medical necessity or contact the customer service department at the number printed on the plan participants identification card. Once a determination is made, a letter will be sent to the plan participant announcing the decision.

Prior authorization requests and inquiries may be submitted to:

Prior Authorization coordination
P.O. Box 3688
Little Rock, AR 72203-3688
FAX: (501) 378-6647

- (4) The plan has a right to deny or limit benefits for any prescription medication prescribed or dispensed in a manner that does not agree with standard medical or pharmacy practice.
- (5) Drugs purchased over-the-counter for smoking cessation are covered if prescribed by a Physician, and subject to the second tier drug copay per 34-day supply. The Plan will cover the smoking cessation drug Chantix, limited to one course of treatment (12-week supply) per Calendar Year subject to the third tier drug copay per 34-day supply.

EXPENSES NOT COVERED

This benefit will not cover a charge for any of the following:

- (1) **Administration.** Any charge for the administration of a covered Prescription Drug.
- (2) **Anti-obesity drugs.**
- (3) **Consumed on premises.** Any drug or medicine that is consumed or administered at the place where it is dispensed.
- (4) **Contraceptive devices and injections.**
- (5) **Cosmetic products.**
- (6) **Devices.** Devices, medical equipment or supplies, of any type, even though such devices may require a prescription. These include (but are not limited to) therapeutic devices, artificial appliances, braces, support garments, or any similar device.

- (7) **Experimental.** Experimental drugs and medicines, even though a charge is made to the Covered Person.
- (8) **FDA.** Any drug not approved by the Food and Drug Administration.
- (9) **Hair loss.** Rogaine, minoxidil or any other drugs, medications, solutions or preparations used for treatment of hair loss.
- (10) **Illegal use.** Medications for use or intended use which would be illegal, abusive or not medically necessary.
- (11) **Immunization.** Immunization agents, vaccines, or biological sera.
- (12) **Infusion therapy.** Fluids, solutions, nutrients or medications (including additives and chemotherapy used by intravenous or gastrointestinal (enteral) infusion.
- (13) **Injectables.** A charge for hypodermic syringes and/or needles, injectables or any prescription directing administration by injection (other than insulin) unless prior authorization has been received from the Plan.
- (14) **Investigational.** A drug or medicine labeled: "Caution - limited by federal law to investigational use."
- (15) **Medical exclusions.** A charge excluded under Medical Plan Exclusions or medications used to treat a condition, disease, injury or bodily malfunction which is not covered under the Medical Plan, or for which benefits have been exhausted.
- (16) **No charge.** A charge for Prescription Drugs which may be properly received without charge under local, state or federal programs.
- (17) **No prescription.** A drug or medicine that can legally be bought without a written prescription. This does not apply to injectable insulin.
- (18) **Topical Vitamin A,** retinoic acid, tretinoin or similar agents for individuals age 26 and above.

HOW TO SUBMIT A CLAIM

Benefits under this Plan shall be paid only if the Plan Administrator, in its discretion, interprets the Plan to provide such benefits to the Covered Person.

Claim for Benefits. "Claim for benefits" means (1) a request for payment for a service, supply, prescription drug, equipment or treatment covered by the Plan or (2) a request for prior approval for a service, supply, prescription drug, equipment or treatment covered by the Plan where the Plan conditions receipt of payment for such service, supply, prescription drug, equipment or treatment on approval in advance by the Claims Administrator.

Who Can Submit a Claim. A Covered Person, a Provider with an assignment of the claim that is approved by the Claims Administrator or a Covered Person's Authorized Representative may submit a claim. See section concerning the Authorized Representative.

The presentation of a prescription to a pharmacist in accordance with the terms of a Plan Managed Pharmacy Benefit Rider is not a claim for benefits under the terms of the Plan. However, a Covered Person may submit a claim if, upon such a presentation, the pharmacist informs the Covered Person that, because of the provisions of the Plan, the Plan will not provide benefits for the requested prescription medication.

Classifications of Claims. There are four general types of claims for benefits possible under the Plan. The type of claim involved affects the procedures for filing the claim and the timing of the benefit determination by the Claims Administrator.

- (1) **Post-Service Claims.** The most common claim involves post-service benefit determination. Such a claim results when a Covered Person obtains a medical service, prescription drug, supply, equipment or other treatment and then, in accordance with the terms of the Plan, the Covered Person or the Covered Person's Authorized Representative submits a claim for benefits to the Claims Administrator. Examples of post-service claims are claims involving physician office visits, maternity care, inpatient services and outpatient services.

You, your Provider or your Authorized Representative must submit written proof of any service, supply, prescription drug, equipment or other treatment within 15 months following the date on which such service, supply, prescription drug, equipment or treatment was received. In the case of a claim for inpatient services for multiple consecutive days, the written proof must be submitted no later than 15 months following your date of discharge for that single admission.

Post-Service Claims may be submitted electronically in accordance with the Claims Administrator's electronic claim filing procedures, or such claims may be mailed to BlueAdvantage Administrators of Arkansas, Post Office Box 1460, Little Rock, Arkansas 72203.

If the Claims Administrator is able to process your post-service claim without requesting additional information, it will notify you its claim determination within 30 days of the Claims Administrator's receipt of the claim.

If the Claims Administrator requires information reasonably necessary to determine whether or to what extent benefits are covered under the Plan, the Claims Administrator will suspend the claim and request the needed information. If you or your treating Provider supplies the Claims Administrator the required information within ninety (90) days of the claim suspension, the Claims Administrator will notify you of its claim determination within 15 days after the Claims Administrator receives such information. If the Claims Administrator does not receive the

required information within the 90-day period, the suspended claim becomes a denied claim, subject to appeal. See Claim Review Procedure Subsection that follows.

- (2) **Pre-Service Claims.** A pre-service claim results if the terms of the Plan condition receipt of benefits on the Claims Administrator or Plan Administrator giving approval in advance of the Covered Person obtaining a requested medical service, drug, supply, or equipment that such medical service, drug, supply or equipment is Medically Necessary and not Experimental or Investigational. Examples of some Plan benefits requiring pre-service claims are typically claims involving organ transplants and certain high cost injectable medications. Please note that prior approval does not guarantee payment or assure coverage; it means only that the information furnished to the Claims Administrator at the time indicates that the requested service, supply, prescription drug, equipment or treatment is Medically Necessary and not Experimental or Investigational. A pre-service claim receiving prior approval as a pre-service claim must still meet all other coverage terms, conditions and limitations. Coverage for any such pre-service claim receiving prior approval may still be limited or denied if, when, after the requested service, supply, prescription drug, equipment or treatment is completed and the Claims Administrator receives post-service claim(s), investigation shows that a benefit exclusion or limitation applies, that the Covered Person ceased to be eligible for benefits on the date services were provided, that coverage lapsed for non-payment of Employee contribution, that out-of-network limitations apply, or any other basis specified in the Plan applies to limit or exclude the claim.

Pre-Service Claims should be submitted to the BlueAdvantage Administrators of Arkansas Medical Audit and Review Services, FAX (501) 378-6647 or mailed to Post Office Box 3688, Little Rock, Arkansas 72203.

If the Claims Administrator is able to process your pre-service claim without requesting additional information, it will notify you of its determination in a time appropriate for the medical exigencies, but in no case later than 15 days from the date it received the pre-service claim.

If the Claims Administrator requires information reasonably necessary to determine whether the requested medical service, drug, supply, or equipment is Medically Necessary and not Experimental or Investigational, the Claims Administrator will suspend the claim and request the needed information. If you or your treating Provider supplies the Claims Administrator the required information within ninety (90) days of the claim suspension, the Claims Administrator will notify you of its claim determination within 15 days after the Claims Administrator receives such information. If the Claims Administrator does not receive the required information within the 90-day period, the suspended claim will become a denied claim, subject to appeal. See Claim Review Procedure Subsection that follows.

After you have received the health intervention that was the subject of an approved pre-service claim, you must submit a post-service claim in accordance with Subsection 1, above.

- (3) **Claims Involving Urgent Care.** A claim involving urgent care is a pre-service claim (See Subsection 2 above) for which a health care professional with knowledge of the claimant's condition certifies that the processing of the claim in the time period for making a non-urgent claim determination (1) could seriously jeopardize the life or health of the claimant or the ability of the claimant to maintain or regain maximum function, or (2) would subject the claimant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

A claim involving urgent care must be submitted in writing via mail, facsimile, or e-mail in a format authorized by the Claims Administrator. A claim involving urgent care must include the medical records pertinent to the urgent condition.

If the Claims Administrator is able to process your claim involving urgent care without requesting additional information, it will notify you of its determination in a time appropriate for the medical exigencies, but in no case later than 72 hours from the date it received the pre-service claim.

If the Claims Administrator requires information reasonably necessary to determine whether the requested medical service, drug, supply, or equipment is Medically Necessary and not Experimental or Investigational, the Claims Administrator will notify your physician within 24 hours of receiving the claim and request the needed information. If you or your treating Provider supplies Claims Administrator the required information within 48 hours, the Claims Administrator will notify you of its claim determination within 48 hours after the Claims Administrator receives such information. If the Claims Administrator does not receive the required information within the 48-hour period, the claim will be denied, subject to appeal. See Claim Review Procedure Subsection that follows.

If the urgent care claim is a request to extend previously approved benefits for ongoing treatment the Claims Administrator shall make a determination within 24 hours after receipt of the claim, provided the claim is received at least 24 hours prior to the expiration of the previously approved benefit.

Please note that approval of a claim involving urgent care does not guarantee payment or assure coverage; it means only that the information furnished to the Claims Administrator at the time indicates that requested service, supply, prescription drug, equipment or treatment is Medically Necessary and not Experimental or Investigational. A requested service, supply, prescription drug, equipment or treatment receiving prior approval as a claim involving urgent care, must still meet all other coverage terms, conditions, and limitations. Coverage for any such claim may still be limited or denied if, when the claimed intervention is completed and the Claims Administrator receives the post-service claim(s), investigation shows that a benefit exclusion or limitation applies, that the Covered Person ceased to be eligible for benefits on the date services were provided, that coverage lapsed for non-payment of premium, that out-of-network limitations apply, or any other basis specified in the Plan applies to limit or exclude the claim.

After you have received the health intervention that was the subject of a claim involving urgent care, you, your Provider or your Authorized Representative must submit a post-service claim in accordance with Subsection 1, above.

- (4) **Claims involving Ongoing Care or Concurrent Review.** The Claims Administrator's termination or reduction of a previously granted benefit under the Plan (other than by Plan amendment or termination) results in a claim involving ongoing care or concurrent review. The Claims Administrator shall give an explanation of the reduction or termination of a benefit to the Covered Person (See Explanation of Benefit Determination Subsection that follows.) with sufficient time prior to the termination or reduction to allow for an appeal (See Claim Review Procedure Subsection that follows.) to be completed before the termination or reduction takes place.

PREFERRED PAYMENT PLAN AND HOSPITAL REIMBURSEMENT PROGRAM PARTICIPATING PROVIDERS

The Plan participates in the Preferred Payment Plan (PPP) and the Hospital Reimbursement Program (HRP) with BlueAdvantage Administrators of Arkansas. Participating providers agree to accept the allowances of BlueAdvantage Administrators of Arkansas and not charge the Covered Person more than that amount. No Assignment of Benefits by the Covered Person shall be valid until approved and accepted by the Claims Administrator. The Claims Administrator reserves the right to make payment of benefits, in its sole discretion, directly to the provider of service or to the Covered Person.

Contact the Human Resources Office for a list of the participating providers or for more information about this Plan.

The Claim Process

This Plan uses a direct claims administration system. Under this approach, the PPP or HRP Provider submits the claims directly to the Claims Administrator.

Bills for Preferred Providers will be paid directly to the provider unless the provider requests payment be made directly to the Covered Person.

PREFERRED PROVIDER ORGANIZATION (PPO)

The Plan participates in a Preferred Provider Organization (PPO). Participating providers agree to accept the PPO allowances and not charge the Covered Person more than that amount.

No Assignment of Benefits by the Covered Person shall be valid until approved and accepted by the Claims Administrator. The Claims Administrator reserves the right to make payment of benefits, in its sole discretion, directly to the provider of service or to the Covered Person.

Contact the Human Resources Benefits Office for a list of the participating providers or for more information about this Plan.

The Claims Process

The Plan uses a direct claims administration system. Under this approach, the PPO Provider submits the claims directly to the Claims Administrator.

Bills for PPO Providers will be paid directly to the provider unless the provider requests payment be made directly to the Covered Person.

BLUECARD PROGRAM

The Plan participates in the BlueCard Program. In most cases, when a Plan participant receives covered health care outside of Arkansas, the claim from the provider will be eligible for processing through the Blue Cross and Blue Shield System BlueCard Program. When one obtains health care services through BlueCard outside the geographic area the Claims Administrator serves, the amount a Plan participant pays for covered services is calculated on the lower of:

- The billed charges for your covered services, or
- The negotiated price that the on-site Blue Cross and/or Blue Shield Plan (“Host Blue”) passes on to us.

Often this “negotiated price” will consist of a simple discount that reflects the actual price paid by the Host Blue. But sometimes it is an estimated price that factors into the actual price expected settlements, withholds, any other contingent payment arrangements and non-claims transactions with your health care provider or with a specific group of providers. The price that reflects average savings may result in greater variation (more or less) from the actual price paid than will the estimated price. The negotiated price may also be adjusted in the future to correct for over- or underestimation of past prices. However, the amount you pay is considered a final price.

Statutes in a small number of states may require a Host Blue to use a basis for calculating Employee or Dependent coinsurance liability for covered health care services that does not reflect the entire savings realized, or expected to be realized, on a particular claim or to add a surcharge. Should any state statutes mandate Employee or Dependent coinsurance liability calculation methods that differ from the usual BlueCard method noted above in paragraph one of this section or require a surcharge, the Claims Administrator would then calculate your liability for any covered health care services in accordance with the applicable state statute in effect at the time you received those services.

The Claims Process

The Plan uses a direct claims administration system. Under this approach, the BlueCard Participating Provider submits the claim directly to the Host Plan, which prices the claim and submits it to the Claims Administrator.

Bills from BlueCard Participating Providers will be paid directly to the provider unless the provider requests payment be made directly to the covered Person.

ALL OTHER PROVIDERS

When a Covered Person has a Claim to submit for payment that person must:

- Obtain a Claim form from the Personnel Office or the Plan Administrator.
- Complete the Employee portion of the form. **ALL QUESTIONS MUST BE ANSWERED.**
- Have the Physician complete the provider's portion of the form. For Plan reimbursements, attach bills for services rendered. **ALL BILLS MUST SHOW:**

Name of Plan
Employee's name
Name of patient
Name, address, telephone number of the provider of care
Diagnosis
Type of services rendered, with diagnosis and/or procedure codes
Date of services
Charges

Send the above to the Claims Administrator at this address:

BlueAdvantage Administrators of Arkansas
P.O. Box 1460
Little Rock, Arkansas
72203

WHEN CLAIMS SHOULD BE FILED

Claims should be filed with the Claims Administrator within 15 months from the date on which charges for the service were incurred. Benefits are based on the Plan's provisions at the time the charges were incurred. Claims filed later than that date may be declined or reduced unless it's not reasonably possible to submit the claim in that time.

In order to be a claim, the submission must comply with the filing and coding policies and procedures established by the Claims Administrator and given to your Provider. You may request a copy of the claim coding policies and procedures from the Claims Administrator or from your Provider. If the submission fails to comply with the claim filing or code policies or procedures, the Claims Administrator shall return the submission to the person that submitted it. If the claim involved is a pre-service claim, the submission shall be returned as soon as possible, but no later than 5 days (24 hours for a claim involving urgent care), and the Claims Administrator shall indicate on the returned submission the proper procedures to be followed.

The Claims Administrator will determine if enough information has been submitted to enable proper consideration of the claim. If not, more information may be requested from the claimant. The Plan reserves the right to have a Plan Participant seek a second medical opinion.

EXPLANATION OF BENEFIT DETERMINATION

Upon making a determination of a claim, the Claims Administrator will deliver to the Covered Person an Explanation of Benefit Determination containing the following information:

- (1) The specific reason or reasons for the determination;
- (2) Reference to the specific plan provision(s) on which the determination is based;
- (3) A description of any additional information necessary for the claim to be perfected and an explanation of why such information is necessary;
- (4) A description of the Plan's appeal process, see the Claims Review Procedure Section below. If the claim involves urgent care, a description of the expedited appeals process, see Expedited Appeal Procedures Subsection below;
- (5) If the determination was based in whole or in part on a Claims Administrator Coverage Policy an explanation of how to obtain a copy of the Coverage Policy at no cost;
- (6) A statement of your right to bring a legal action under section 502(a) of the Employee Retirement Income Security Act of 1974.

CLAIMS REVIEW PROCEDURE

The Plan Participant will receive an Explanation of Benefits (EOB) explaining the claim determination, and if applicable, the reason or reasons for any denial or reduction of benefits. In cases where a claim for benefits payment is denied or reduced in whole or in part, the Plan Participant or the Authorized Representative may request an informal claim review.

In a situation where the determination, after informal review, remains adverse the Plan Participant or the Authorized Representative may request an appeal of the denial.

The Plan Participant also has the right to initiate legal action subsequent to an appeal.

The request for informal review or appeal must be submitted to the Claims Administrator or the Plan Administrator within one hundred eighty (180) days after notice is received of the denial or reduction of benefits. You may submit with your request for review any additional written comments, issues, documents, records and other information relating to your claim.

The Administrator shall conduct a complete review of all information relating to the claim and shall not afford deference to the initial claim determination in conducting the review.

(1) Informal Claim Review.

Requests for review may be submitted in writing, email, or by telephone. You should provide your name, Plan identification number and reference the specific claim(s) you want to have reviewed. Additional relevant documentation may also be provided to the Claims Administrator to assist in the review. A request for an informal claim review must be submitted within one hundred eighty (180) days after notice is received of the denial or reduction in benefits.*

A determination shall be rendered within a reasonable period of time, but notification of the determination will be provided not later than sixty (60) days after received.

If the review is in regard to a Pre-Service Claim, response will be provided within thirty (30) days of receipt.

If the review is in regard to an Urgent Care Pre-Service Claim, response will be provided within seventy-two (72) hours of receipt.

(2) Appeal.

You must submit your appeal to the Plan Administrator in writing and include your name, Plan identification number and reference the specific claim(s) you want to have reviewed. However, an appeal related to a claim involving urgent care may be made orally. Although the Plan Administrator will immediately commence consideration of an oral appeal, the Plan Administrator requires written confirmation of the appeal. *

The appeal will be reviewed by the Plan Administrator utilizing personnel with appropriate expertise who is neither the individual who denied the claim that is the subject of the appeal, nor the subordinate of such individual. The Plan Administrator shall conduct a complete review of all information relating to the claim and shall not afford deference to the initial claim determination in conducting the review.

When reviewing a claim in which the determination was based in whole or in part on medical judgment, including determinations with regard to whether a particular treatment is experimental, investigational, or not medically necessary or appropriate, the Plan Administrator shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. Such health care professional shall not be an individual that was consulted in the initial claim determination, nor the subordinate of such individual. The Plan Administrator shall, upon request, provide the identity of the health care professional(s) consulted in conducting the review, without regard to whether the health care professional's advice was relied upon in making the benefit determination.

A determination shall be rendered within a reasonable period of time, but notification of the determination will be provided not later than sixty (60) days after received.

If the review is in regard to a Pre-Service Claim, response will be provided within thirty (30) days of receipt.

If the review is in regard to an Urgent Care Pre-Service Claim, you or your Authorized Representative request an expedited review and a health care professional certifies that determination as a general pre-service claim would seriously jeopardize your life or health or your ability to regain maximum function, response will be provided within seventy-two (72) hours of receipt.

If the review is in regard to a Concurrent Care Claim, response will be provided within the timeframes as noted above, depending upon whether the claim is a post-service claim, a pre-service claim or a claim involving urgent care.

The Plan Administrator shall provide notice in a printed form and written in a manner calculated to be understood by the claimant. The notice shall include:

- (a) The specific reason or reasons for the review determination.
- (b) Reference to the specific plan provision(s) on which the review determination is based.
- (c) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to the claimant's claim for benefits.

Relevant information includes:

- (i) Information relied upon in making the benefit determination.
 - (ii) Information submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record or other information was relied upon in making the benefit determination.
 - (iii) Information that demonstrates compliance with the terms of the Plan.
 - (iv) Information that constitutes a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit for the diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination.
- (d) A statement that any internal rule, guideline, protocol or other similar criterion relied upon by the Plan is available upon request and free of charge.
 - (e) A statement of your right to bring a legal action under Section 502(a) of the Employee Retirement Income Security Act of 1974.

Expedited Appeal Procedure. An appeal of a claim involving urgent care or of a claim involving ongoing care is conducted in accordance with this Plan provision. An expedited appeal may be submitted by telephone, followed by a written confirmation. The Plan Administrator will notify you and your treating health care professional of the determination of your expedited appeal within 72 hours after the Plan Administrator receives the expedited appeal.

* You and the treating health care professional are required to provide the Claims Administrator or the Plan Administrator, upon request, access to information necessary to make a determination. Such information should be provided not later than five (5) days after the date on

which the request for information is received, or, in the case of a claim involving urgent care or concurrent review, at such earlier time as may be necessary to comply with the applicable timelines. Your failure to provide access to such information shall not remove the obligation of the Plan Administrator to make a determination, but the determination may be affected if such requested information is not provided.

AUTHORIZED REPRESENTATIVE

One Authorized Representative. A Covered Person may have one representative, and only one representative at a time, to assist in submitting a claim or appealing an unfavorable claim determination.

Authority of Authorized Representative. An Authorized Representative shall have the authority to represent the Covered Person in all matters concerning the Covered Person's claim or appeal of a claim determination. If the Covered Person has an Authorized Representative, references to "You" or "Covered Person" in the provision of this document entitled "How to Submit a Claim" refer to the Authorized Representative.

Designation of Authorized Representative. One of the following persons may act as a Covered Person's Authorized Representative:

- (1) An individual designated by the Covered Person in writing in a form approved by the Claims Administrator;
- (2) The treating provider, if the claim is a claim involving urgent care, or if the Covered Person has designated the provider in writing in a form approved by the Claims Administrator;
- (3) A person holding the Covered Person's durable power of attorney;
- (4) If the Covered Person is incapacitated due to illness or injury, a person appointed as guardian to have care and custody of the Covered Person by a court of competent jurisdiction; or
- (5) If the Covered Person is a minor, the Covered Person's parent or legal guardian, unless the Claims Administrator is notified that the Covered Person's claim involves health care services where the consent of the Covered Person's parent or legal guardian is or was not required by law and the Covered Person shall represent himself or herself with respect to the claim.

Term of the Authorized Representative. The authority of an Authorized Representative shall continue for the period specified in the Covered Person's appointment of the Authorized Representative or until the Covered Person is legally competent to represent himself or herself and notifies the Claims Administrator in writing that the Authorized Representative is no longer required.

Communication with Authorized Representative.

- (1) If the Authorized Representative represents the Covered Person because the Authorized Representative is the Covered Person's parent or legal guardian or attorney in fact under a durable power of attorney, the Claims Administrator shall send all correspondence, notices and benefit determinations in connection with the Covered Person's claim to the Authorized Representative.
- (2) If the Authorized Representative represents the Covered Person in connection with the submission of a pre-service claim, including a claim involving urgent care, or in connection with an appeal,

the Claims Administrator shall send all correspondence, notices and benefit determinations in connection with the Covered Person's claim to the Authorized Representative.

- (3) If the Authorized Representative represents the Covered Person in connection with the submission of a post-service claim, the Claims Administrator will send all correspondence, notices and benefit determinations in connection with the Covered Person's claim to the Covered Person, but the Claims Administrator will provide copies of such correspondence to the Authorized Representative upon request.
- (4) The Covered Person understands that it will take the Claims Administrator at least thirty (30) days to notify all its personnel about the termination of the Covered Person's Authorized Representative and it is possible that the Claims Administrator may communicate information about the Covered Person to the Authorized Representative during this 30-day period.

COORDINATION OF BENEFITS

Coordination of the benefit plans. Coordination of benefits sets out rules for the order of payment of Covered Charges when two or more plans -- including Medicare -- are paying. When a Covered Person is covered by this Plan and another plan, or the Covered Person's Spouse is covered by this Plan and by another plan or the couple's Covered children are covered under two or more plans, the plans will coordinate benefits when a claim is received.

The plan that pays first according to the rules will pay as if there were no other plan involved. The secondary and subsequent plans will pay the balance due up to 100% of the total allowable expenses.

Benefit plan. This provision will coordinate the medical benefits of a benefit plan. The term benefit plan means this Plan or any one of the following plans:

- (1) Group or group-type plans, including franchise or blanket benefit plans.
- (2) Blue Cross and Blue Shield group plans.
- (3) Group practice and other group prepayment plans.
- (4) Federal government plans or programs. This includes Medicare.
- (5) Other plans required or provided by law. This does not include Medicaid or any benefit plan like it that, by its terms, does not allow coordination.
- (6) No Fault Auto Insurance, by whatever name it is called, when not prohibited by law.

Eligible Charge. For a charge to be eligible it must be an Allowable Charge and at least part of it must be covered under this Plan.

In the case of service type plans where services are provided as benefits, the reasonable cash value of each service will be the allowable charge.

Automobile Limitations. When medical payments are available under vehicle insurance, the Plan shall pay excess benefits only, without reimbursement for vehicle plan deductibles. This Plan shall always be considered the secondary carrier regardless of the individual's election under PIP (personal injury protection) coverage with the auto carrier.

Benefit Plan Payment Order. When two or more plans provide benefits for the same allowable charge, benefit payment will follow these rules.

- (1) Plans that do not have a coordination provision, or one like it, will pay first. Plans with such a provision will be considered after those without one.
- (2) Plans with a coordination provision will pay their benefits up to the Allowable Charge:
 - (a) The benefits of the plan which covers the person directly (that is, as an employee, member or subscriber) ("Plan A") are determined before those of the plan which covers the person as a dependent ("Plan B").

- (b) The benefits of a benefit plan which covers a person as an Employee who is neither laid off nor retired are determined before those of a benefit plan which covers that person as a laid-off or Retired Employee. The benefits of a benefit plan which covers a person as a Dependent of an Employee who is neither laid off nor retired are determined before those of a benefit plan which covers a person as a Dependent of a laid off or Retired Employee. If the other benefit plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule does not apply.
- (c) The benefits of a benefit plan which covers a person as an Employee who is neither laid off nor retired or a Dependent of an Employee who is neither laid off nor retired are determined before those of a plan which covers the person as a COBRA beneficiary.
- (d) When a child is covered as a Dependent and the parents are not separated or divorced, these rules will apply:
 - (i) The benefits of the benefit plan of the parent whose birthday falls earlier in a year are determined before those of the benefit plan of the parent whose birthday falls later in that year;
 - (ii) If both parents have the same birthday, the benefits of the benefit plan which has covered the patient for the longer time are determined before those of the benefit plan which covers the other parent.
- (e) When a child's parents are divorced or legally separated, these rules will apply:
 - (i) This rule applies when the parent with custody of the child has not remarried. The benefit plan of the parent with custody will be considered before the benefit plan of the parent without custody.
 - (ii) This rule applies when the parent with custody of the child has remarried. The benefit plan of the parent with custody will be considered first. The benefit plan of the stepparent that covers the child as a Dependent will be considered next. The benefit plan of the parent without custody will be considered last.
 - (iii) This rule will be in place of items (i) and (ii) above when it applies. A court decree may state which parent is financially responsible for medical and dental benefits of the child. In this case, the benefit plan of that parent will be considered before other plans that cover the child as a Dependent.
 - (iv) If the specific terms of the court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child shall follow the order of benefit determination rules outlined above when a child is covered as a Dependent and the parents are not separated or divorced.

- (f) If there is still a conflict after these rules have been applied, the benefit plan which has covered the patient for the longer time will be considered first. When there is a conflict in coordination of benefit rules, the Plan will never pay more than 50% of allowable charges when paying secondary.
- (3) Medicare will pay primary, secondary or last to the extent stated in federal law. When Medicare is to be the primary payer, this Plan will base its payment upon benefits that would have been paid by Medicare under Parts A and B, regardless of whether or not the person was enrolled under both of these parts.
- (4) If a Plan Participant is under a disability extension from a previous benefit plan, that benefit plan will pay first and this Plan will pay second.

Claims Determination Period. Benefits will be coordinated on a Calendar Year basis. This is called the claims determination period.

Right to Receive or Release Necessary Information. To make this provision work, this Plan may give or obtain needed information from another insurer or any other organization or person. This information may be given or obtained without the consent of or notice to any other person. A Covered Person will give this Plan the information it asks for about other plans and their payment of allowable charges.

Facility of Payment. This Plan may repay other plans for benefits paid that the Plan Administrator determines it should have paid. That repayment will count as a valid payment under this Plan.

Right of Recovery. This Plan may pay benefits that should be paid by another benefit plan. In this case this Plan may recover the amount paid from the other benefit plan or the Covered Person. That repayment will count as a valid payment under the other benefit plan.

Further, this Plan may pay benefits that are later found to be greater than the allowable charge. In this case, this Plan may recover the amount of the overpayment from the source to which it was paid.

THIRD PARTY RECOVERY PROVISION

Reimbursement

This section applies when a Covered Person, or the legal representative, estate or heirs of the Covered Person (sometimes collectively referred to as the "Covered Person") recovers damages, by settlement, verdict or otherwise, for an injury, sickness or other condition. If the Covered Person has made, or in the future may make, such a recovery, including a recovery from any insurance carrier, the Plan will not cover either the reasonable value of the services to treat such an injury or illness or the treatment of such an injury or illness. These benefits are specifically excluded.

However, if the Plan does advance moneys or provide care for such an injury, sickness or other condition, the Covered Person shall promptly convey moneys or other property from any settlement, arbitration award, verdict or any insurance proceeds or monetary recovery from any party received by the Covered Person (or by the legal representative, estate or heirs of the Covered Person), to the Plan for the reasonable value of the medical benefits advanced or provided by the Plan to the Covered Person, regardless of whether or not [1] the Covered Person has been fully compensated, or "made-whole" for his/her loss; [2] liability for payment is admitted by the Covered Person or any other party; or [3] the recovery by the Covered Person is itemized or called anything other than a recovery for medical expenses incurred.

If a recovery is made, the Plan shall have first priority in payment over the Covered Person, or any other party, to receive reimbursement of the benefits advanced on the Covered Person's behalf. This reimbursement shall be from any recovery made by the Covered Person, and includes, but is not limited to, uninsured and underinsured motorist coverage, any no-fault insurance, medical payment coverage (auto, homeowners or otherwise), workers' compensation settlement, compromises or awards, other group insurance (including student plans), and direct recoveries from liable parties.

In order to secure the rights of the Plan under this section, and because of the Plan's advancement of benefits, the Covered Person hereby [1] acknowledges that the Plan shall have first priority against proceeds of any such settlement, arbitration award, verdict, or any other amounts received by the Covered Person; and [2] assigns the Plan any benefits the Covered Person may have under any automobile policy or other coverage, to the extent of the Plan's claim for reimbursement. The Covered Person shall sign and deliver, at the request of the Plan or its agents, any documents needed to protect such priority or reimbursement right, or to effect such assignment of benefits. By accepting any benefits advanced by the Plan under this section, the Covered Person acknowledges that any proceeds of settlement or judgment, including a Covered Person's claim to such proceeds held by another person, held by the Covered Person or by another, are being held for the benefit of the Plan under these provisions.

The Covered Person shall cooperate with the Plan and its agents, and shall sign and deliver such documents as the Plan or its agents reasonably request to protect the Plan's right of reimbursement, provide any relevant information, and take such actions as the Plan or its agents reasonably request to assist the Plan making a full recovery of the reasonable value of the benefits provided. The Covered Person shall not take any action that prejudices the Plan's rights of reimbursement and consents to the right of the Plan, by and through its agent, to impress an equitable lien or constructive trust on the proceeds of any settlement to enforce the Plan's rights under this section, and/or to set off from any future benefits otherwise payable under the Plan the value of benefits advanced under this section to the extent not recovered by the Plan.

The Plan shall be responsible only for those legal fees and expenses to which it agrees in writing. No Covered Person hereunder shall incur any expenses on behalf of the Plan in pursuit of the Plan's rights hereunder. Specifically, no court costs or attorney's fees may be deducted from the Plan's recovery without the express

written consent of the Plan. Any so-called “Fund Doctrine” or “Common Fund Doctrine” or “Attorney’s Fund Doctrine” shall not defeat this right.

The Plan shall recover the full amount of benefits advanced and paid hereunder, without regard to any claim or fault on the part of any beneficiary of Covered Person, whether under comparative negligence or otherwise.

Subrogation

This section applies when another party is, or may be considered, liable for a Covered Person’s injury, sickness or other condition (including insurance carriers who are so financially liable) and the Plan has advanced benefits.

In consideration for the advancement of benefits, the Plan is subrogated to all of the rights of the Covered Person against any party liable for the Covered Person’s injury or illness, or is or may be liable for the payment for the medical treatment of such injury or occupational illness (including any insurance carrier), to the extent of the value of the medical benefits advanced to the Covered Person under the Plan. The Plan may assert this right independently of the Covered Person. This right includes, but is not limited to, the Covered Person’s rights under uninsured and underinsured motorist coverage, any no-fault insurance, medical payment coverage (auto, homeowners or otherwise), workers’ compensation coverage, or other insurance, as well as the Covered Person’s rights under the Plan to bring an action to clarify his or her rights under the Plan. The Plan is not obligated in any way to pursue this right independently or on behalf of the Covered Person, but may choose to pursue its rights to reimbursement under the Plan, at its sole discretion.

The Covered Person is obligated to cooperate with the Plan and its agents in order to protect the Plan’s subrogation rights. Cooperation means providing the Plan or its agents with any relevant information requested by them, signing and delivering such documents as the Plan or its agents reasonably request to secure the Plan’s subrogation claim, and obtaining the consent of the Plan or its agents before releasing any party from liability for payment of medical expenses.

If the Covered Person enters into litigation or settlement negotiations regarding the obligations of other parties, the Covered Person must not prejudice, in any way, the subrogation rights of the Plan under this section. In the event that the Covered Person fails to cooperate with this provision, including executing any documents required herein, the Plan may, in addition to remedies provided elsewhere in the Plan and/or under the law, set off from any future benefits otherwise payable under the Plan the value of benefits advanced under this section to the extent not recovered by the Plan.

The costs of legal representation of the Plan in matters related to subrogation shall be borne solely by the Plan. The costs of legal representation of the Covered Person shall be borne solely by the Covered Person.

COBRA CONTINUATION OPTIONS

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain Employees and their families will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not take away any rights under the law or grant any rights not provided under the law.

Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA.

What is COBRA continuation coverage? COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the Plan coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

Who can become a Qualified Beneficiary? In general, a Qualified Beneficiary can be:

- (1) Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the Plan coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.
- (2) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the Plan coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes not only common-law employees (whether part-time or full-time) but also any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan (e.g., self-employed individuals, independent contractor, or corporate director).

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

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

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

- (1) The death of a covered Employee.
- (2) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
- (3) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's group health coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.
- (4) A covered Employee's enrollment in any part of the Medicare program.
- (5) A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of the COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

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

What factors should be considered when determining to elect COBRA continuation coverage? You should take into account that a failure to continue your group health coverage will affect your rights under federal law. First, you can lose the right to avoid having pre-existing condition exclusions applied by other group health plans if there is more than a 63-day gap in health coverage and election of COBRA continuation coverage may help you avoid such a gap. Second, if you do not elect COBRA continuation coverage and pay the appropriate premiums for the maximum time available to you, you will lose the right to convert to an individual health insurance policy, which does not impose such pre-existing condition exclusions. Finally, you should take into account that you have special enrollment rights under federal law (HIPAA). You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a

plan sponsored by your Spouse's employer) within 30 days after your group health coverage ends due to a Qualifying Event listed above. You will also have the same special right at the end of COBRA continuation coverage if you get COBRA continuation coverage for the maximum time available to you.

What is the procedure for obtaining COBRA continuation coverage? The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

What is the election period and how long must it last? The election period is the time period within which the Qualified Beneficiary can elect COBRA continuation coverage under the Plan. The election period must begin not later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and must not end before the date that is 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage.

Note: If a covered employee who has been terminated or experienced a reduction of hours qualifies for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 2002, and the employee and his or her covered dependents have not elected COBRA coverage within the normal election period, a second opportunity to elect COBRA coverage will be made available for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months immediately after their group health plan coverage ended. Any person who qualifies or thinks that he and/or his family members may qualify for assistance under this special provision should contact the Plan Administrator for further information.

Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event? The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The employer (if the employer is not the Plan Administrator) will notify the Plan Administrator of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- (1) the end of employment or reduction of hours of employment,
- (2) death of the employee,
- (3) commencement of a proceeding in bankruptcy with respect to the employer, or
- (4) enrollment of the employee in any part of Medicare.

IMPORTANT:

For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Sponsor.

NOTICE PROCEDURES:

Any notice that you provide must be ***in writing***. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the Human Resource office at the Employer's location of operation.

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the **name of the plan or plans** under which you lost or are losing coverage,
- the **name and address of the employee** covered under the plan,
- the **name(s) and address(es) of the Qualified Beneficiary(ies)**, and
- the **Qualifying Event** and the **date** it happened.

If the Qualifying Event is a **divorce or legal separation**, your notice must include **a copy of the divorce decree or the legal separation agreement**.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives ***timely notice*** that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

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

Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare? Qualified beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage (but only after any applicable preexisting condition exclusions of that other plan have been exhausted or satisfied).

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

- (1) The last day of the applicable maximum coverage period.

- (2) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- (3) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- (4) The date, after the date of the election, that the Qualified Beneficiary first becomes covered under any other Plan that does not contain any exclusion or limitation with respect to any pre-existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the Qualified Beneficiary.
- (5) The date, after the date of the election, that the Qualified Beneficiary first enrolls in the Medicare program (either part A or part B, whichever occurs earlier).
- (6) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
 - (a) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or
 - (b) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

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

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

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

- (b) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.
- (3) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.
- (4) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

Under what circumstances can the maximum coverage period be expanded? If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of the second Qualifying Event within 60 days of the second Qualifying Event. This notice must be sent to the Plan Sponsor.

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

Does the Plan require payment for COBRA continuation coverage? For any period of COBRA continuation coverage under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage. Qualified beneficiaries will pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments? Yes. The Plan is also permitted to allow for payment at other intervals.

What is Timely Payment for payment for COBRA continuation coverage? Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

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

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

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

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Sponsor. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at www.dol.gov/ebsa.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

RESPONSIBILITIES FOR PLAN ADMINISTRATION

PLAN ADMINISTRATOR. Arkansas State University Employee Health Benefit Plan is the benefit plan of Arkansas State University, the Plan Administrator, also called the Plan Sponsor. It is to be administered by the Plan Administrator in accordance with the provisions of ERISA. An individual or committee may be appointed by Arkansas State University to be Plan Administrator and serve at the convenience of the Employer. If the Plan Administrator or a committee member resigns, dies or is otherwise removed from the position, Arkansas State University shall appoint a new Plan Administrator as soon as reasonably possible.

The Plan Administrator shall administer this Plan in accordance with its terms and establish its policies, interpretations, practices, and procedures. It is the express intent of this Plan that the Plan Administrator shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make determinations regarding issues which relate to eligibility for benefits, to decide disputes which may arise relative to a Plan Participant's rights, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of the Plan Administrator will be final and binding on all interested parties.

Service of legal process may be made upon the Plan Administrator.

DUTIES OF THE PLAN ADMINISTRATOR.

- (1) To administer the Plan in accordance with its terms.
- (2) To interpret the Plan, including the right to remedy possible ambiguities, inconsistencies or omissions.
- (3) To decide disputes which may arise relative to a Plan Participant's rights.
- (4) To prescribe procedures for filing a claim for benefits and to review claim denials.
- (5) To keep and maintain the Plan documents and all other records pertaining to the Plan.
- (6) To appoint a Claims Administrator to pay claims.
- (7) To perform all necessary reporting as required by ERISA.
- (8) To establish and communicate procedures to determine whether a medical child support order is qualified under ERISA Sec. 609.
- (9) To delegate to any person or entity such powers, duties and responsibilities as it deems appropriate.

PLAN ADMINISTRATOR COMPENSATION. The Plan Administrator serves **without** compensation; however, all expenses for plan administration, including compensation for hired services, will be paid by the Plan.

FIDUCIARY. A fiduciary exercises discretionary authority or control over management of the Plan or the disposition of its assets, renders investment advice to the Plan or has discretionary authority or responsibility in the administration of the Plan.

FIDUCIARY DUTIES. A fiduciary must carry out his or her duties and responsibilities for the purpose of providing benefits to the Employees and their Dependent(s), and defraying reasonable expenses of administering the Plan. These are duties which must be carried out:

- (1) with care, skill, prudence and diligence under the given circumstances that a prudent person, acting in a like capacity and familiar with such matters, would use in a similar situation;
- (2) by diversifying the investments of the Plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so; and
- (3) in accordance with the Plan documents to the extent that they agree with ERISA.

THE NAMED FIDUCIARY. A "named fiduciary" is the one named in the Plan. A named fiduciary can appoint others to carry out fiduciary responsibilities (other than as a trustee) under the Plan. These other persons become fiduciaries themselves and are responsible for their acts under the Plan. To the extent that the named fiduciary allocates its responsibility to other persons, the named fiduciary shall not be liable for any act or omission of such person unless either:

- (1) the named fiduciary has violated its stated duties under ERISA in appointing the fiduciary, establishing the procedures to appoint the fiduciary or continuing either the appointment or the procedures; or
- (2) the named fiduciary breached its fiduciary responsibility under Section 405(a) of ERISA.

CLAIMS ADMINISTRATOR IS NOT A FIDUCIARY. A Claims Administrator is **not** a fiduciary under the Plan by virtue of paying claims in accordance with the Plan's rules as established by the Plan Administrator.

FUNDING THE PLAN AND PAYMENT OF BENEFITS

The cost of the Plan is funded as follows:

For Employee Coverage: Funding is derived from the funds of the Employer and contributions made by the covered Employees.

For Dependent Coverage: Funding is derived from the funds of the Employer and contributions made by the covered Employees.

The level of any Employee contributions will be set by the Plan Administrator. These Employee contributions will be used in funding the cost of the Plan as soon as practicable after they have been received from the Employee or withheld from the Employee's pay through payroll deduction.

Benefits are paid directly from the Plan through the Claims Administrator.

HIPAA PRIVACY FIREWALL

The following summary establishes the circumstances under which the Plan may share a Plan participant's protected health information with the Plan Administrator (the Employer), and limits the uses and disclosures that the Plan Administrator may make of a Plan participant's protected health information. This is intended to establish the firewall protections required under the Health Insurance Portability and Accountability Act of 1996 and its attendant privacy regulations, 45 C.F.R. Parts 160 and 164, as amended (the "HIPAA Privacy Rules" or "Rules").

There are three circumstances under which the Plan may disclose a Plan participant's protected health information to the Plan Administrator.

First, the Plan may inform the Plan Administrator whether a Plan participant is enrolled in the Plan.

Second, the Plan may disclose summary health information to the Plan Administrator. The Plan Administrator must limit its use of that information to obtaining quotes from reinsurers or modifying, amending, or terminating the Plan. Summary health information is information that summarizes claims history, claims expenses, or types of claims without identifying the Plan participant.

Third, the Plan may disclose a Plan participant's protected health information to the Plan Administrator for Plan administrative purposes. This is because employees of the Plan Administrator perform many of the administrative functions necessary for the management and operation of the Plan.

CERTIFICATION OF FIREWALL AMENDMENT

The Plan Administrator hereby certifies to the Plan that the Plan's terms have been amended to incorporate the terms of this summary. The Plan Administrator has agreed to abide by the terms of this summary. The Plan's privacy notice also permits the Plan to disclose the Plan participant's protected health information to the Plan Administrator as described in this summary.

RESTRICTIONS ON USE OR DISCLOSURE OF PHI

Here are the restrictions that apply to the Plan Administrators use and disclosure of a Plan participant's protected health information.

- (1) The Plan Administrator will only use or disclose a Plan participant's protected health information for Plan administrative purposes, as required by law, or as permitted under the HIPAA Privacy Rules. See the Plan's privacy notice for more information about permitted uses and disclosures of protected health information under HIPAA.
- (2) If the Plan Administrator discloses any protected health information to any of its agents or subcontractors, the Plan Administrator will require the agent or subcontractor to keep Plan participants' protected health information as required by the HIPAA Privacy Rules.
- (3) The Plan Administrator will not use or disclose a Plan participant's protected health information for employment-related actions or decisions or in connection with any other benefit or benefit plan of the Plan Administrator.
- (4) The Plan Administrator will promptly report to the Plan any use or disclosure of a Plan participant's protected health information that is inconsistent with the uses or disclosures allowed in this summary.
- (5) The Plan Administrator will allow a Plan participant or the Plan to inspect and copy any protected health information about the Plan participant that is in the Plan Administrator's custody and control, as permitted or required by the HIPAA Privacy Rules, subject to certain exceptions recognized in the Rules.
- (6) The Plan Administrator will amend, or allow the Plan to amend, any portion of a Plan participant's protected health information to the extent permitted or required under the HIPAA Privacy Rules.

- (7) With respect to some types of disclosures for purposes other than payment or health care operations, the Plan Administrator will keep a disclosure log. The disclosure log will go back for six years (but not before April 14, 2003). Plan participants have a right to see the disclosure log. The Plan Administrator does not have to maintain the log if disclosures are for certain Plan related purposes, such as payment of benefits or health care operations, or if a Plan participant authorized the disclosures.
- (8) The Plan Administrator will make its internal practices, books, and records, relating to its use and disclosure of a Plan participant's protected health information available to the Plan and to the U.S. Department of Health and Human Services upon their request.
- (9) The Plan Administrator will, if feasible, return or destroy all of protected health information in the Plan Administrator's custody or control that the Plan Administrator has received from the Plan or from any business associate when the Plan Administrator no longer needs the protected health information to administer the Plan. If it is not feasible for the Plan Administrator to return or destroy protected health information, the Plan Administrator will limit the use or disclosure of any protected health information that it cannot feasibly return or destroy to those purposes that make return or destruction of the information infeasible.

DESIGNATION OF FIREWALL DEPARTMENT

The following classes of employees or other workforce members under the control of the Plan Administrator (sometimes referred to as the "Firewall Department" for HIPAA Privacy Rules purposes) are hereby designated in accordance with HIPAA Privacy Rules firewall provisions to be given access to protected health information for the purposes set forth in this document:

Employees assigned to and working in the Human Resources Department, including but not limited to all employees whose job duties require communication and interaction with the third party administrator for the group health plan regarding any plan administration, claims or eligibility-related matters.

The above designation includes every class of employees or other workforce members under the control of the Plan Administrator who may receive protected health information. If any of these employees or workforce members use or disclose protected health information in violation of the rules that are set out in this summary, the employees or workforce members will be subject to disciplinary action and sanctions, including the possibility of termination of employment. If the Plan Administrator becomes aware of any such violations, the Plan Administrator will promptly report the violation to the Plan and will cooperate with the Plan to correct the violation, to impose appropriate sanctions, and to mitigate any harmful effects to Plan participants.

PLAN IS NOT AN EMPLOYMENT CONTRACT

The Plan is not to be construed as a contract for or of employment.

CLERICAL ERROR

Any clerical error by the Plan Administrator or an agent of the Plan Administrator in keeping pertinent records or a delay in making any changes will not invalidate coverage otherwise validly in force or continue coverage validly terminated. An equitable adjustment of contributions will be made when the error or delay is discovered.

If, due to a clerical error, an overpayment occurs in a Plan reimbursement amount, the Plan retains a contractual right to the overpayment. The person or institution receiving the overpayment will be required to

return the incorrect amount of money. In the case of a Plan Participant, if it is requested, the amount of overpayment will be deducted from future benefits payable.

AMENDING AND TERMINATING THE PLAN

If the Plan is terminated, the rights of the Plan Participants are limited to expenses incurred before termination.

The Employer intends to maintain this Plan indefinitely; however, it reserves the right, at any time, to amend, suspend or terminate the Plan in whole or in part. This includes amending the benefits under the Plan or the Trust agreement (if any).

CERTAIN EMPLOYEE RIGHTS UNDER ERISA

Plan Participants in this Plan are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA specifies that all Plan Participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office, all Plan documents and copies of all documents governing the Plan, including a copy of the latest annual report (form 5500 series) filed by the Plan with the U. S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefits Administration.

Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

Continue health care coverage for a Plan Participant, Spouse, or dependents if there is a loss of coverage under the Plan as a result of a qualifying event. Employees or dependents may have to pay for such coverage. Review this summary plan description and the documents governing the Plan on the rules governing COBRA continuation coverage rights.

Reduction or elimination of exclusionary periods of coverage for Pre-Existing Conditions under this group health Plan, if an Employee or Dependent has Creditable Coverage from another plan. The Employee or dependent should be provided a certificate of Creditable Coverage, free of charge, from the group health plan when coverage is lost under the plan, when a person becomes entitled to elect COBRA continuation coverage, when COBRA continuation coverage ceases, if a person requests it before losing coverage, or if a person requests it up to 24 months after losing coverage. Without evidence of Creditable Coverage, a Plan Participant may be subject to a Pre-Existing Conditions exclusion for 12 months (18 months for Late Enrollees) after the Enrollment Date of coverage.

In addition to creating rights for Plan Participants, ERISA imposes obligations upon the individuals who are responsible for the operation of the Plan. The individuals who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of the Plan Participants and their beneficiaries. No one, including the Employer or any other person, may fire a Plan Participant or otherwise discriminate against a Plan Participant in any way to prevent the Plan Participant from obtaining benefits under the Plan or from exercising his or her rights under ERISA.

If a Plan Participant's Claim for a benefit is denied or ignored, in whole or in part, the participant has a right to know why this was done, to obtain copies of documents relating to the decision, without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps a Plan Participant can take to enforce the above rights. For instance, if a Plan Participant requests a copy of Plan documents or the latest annual report from the Plan and does not receive

them within 30 days, he or she may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and to pay the Plan Participant up to \$110 a day until he or she receives the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If the Plan Participant has a Claim for benefits which is denied or ignored, in whole or in part, the participant may file suit in state or federal court.

In addition, if a Plan Participant disagrees with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, he or she may file suit in federal court.

If it should happen that the Plan fiduciaries misuse the Plan's money, or if a Plan Participant is discriminated against for asserting his or her rights, he or she may seek assistance from the U.S. Department of Labor, or may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the Plan Participant is successful, the court may order the person sued to pay these costs and fees. If the Plan Participant loses, the court may order him or her to pay these costs and fees, for example, if it finds the claim or suit to be frivolous.

If the Plan Participant has any questions about the Plan, he or she should contact the Plan Administrator. If the Plan Participant has any questions about this statement or his or her rights under ERISA or the Health Insurance Portability and Accountability Act (HIPAA), that Plan Participant should contact either the nearest area office of the Pension and Welfare Benefits Administration, U.S. Department of Labor listed in the telephone directory or the Division of Technical Assistance and Inquires, Pension and Welfare Benefits Administration, at 200 Constitution Avenue, N.W., Washington, DC 20210.

GENERAL PLAN INFORMATION

TYPE OF ADMINISTRATION

The Plan is a self-funded health plan and the administration is provided through a third party Claims Administrator. The funding for the benefits is derived from the funds of the Employer and contributions made by covered Employees. The Plan is not insured.

PLAN NAME

Arkansas State University Employee Health Benefit Plan

PLAN NUMBER: 520

TAX ID NUMBER: 716000556

PLAN EFFECTIVE DATE: July 1, 1994

PLAN YEAR ENDS: December 31

EMPLOYER INFORMATION

Arkansas State University
P.O. Box 1500
State University, Arkansas 72467-1500
(870) 972-3454

PLAN ADMINISTRATOR, FIDUCIARY, AND AGENT FOR SERVICE OF LEGAL PROCESS

Arkansas State University
P.O. Box 1500
State University, Arkansas 72467-1500

CLAIMS ADMINISTRATOR

BlueAdvantage Administrators of Arkansas
P.O. Box 1460
Little Rock, Arkansas 72203-1460
1-888-872-2531

BlueAdvantage Administrators of Arkansas is an independent licensee of the Blue Cross and Blue Shield Association. BlueAdvantage Administrators does not underwrite or assume any financial risk with respect to the claims liability of the Plan.

BY THIS AGREEMENT, Arkansas State University Employee Health Benefit Plan is hereby adopted as shown.

IN WITNESS WHEREOF, this instrument is executed for Arkansas State University on or as of the day and year first below written.

By _____
Arkansas State University

Date _____

Witness _____

Date _____