

Checklist for  
Medical, Dental & Rx Plan Document and Summary Plan Description

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***Is this Plan considered Grandfathered under the PPACA?*** \_\_\_\_\_

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**GENERAL PLAN INFORMATION**

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Group's Full Name: \_\_\_\_\_

Group's Address: \_\_\_\_\_

\_\_\_\_\_

If above address is a post office box, street address: \_\_\_\_\_

\_\_\_\_\_

Group's Telephone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

Internal Group Number or Billing Number (if any): \_\_\_\_\_

Employer Identification Number (EIN): \_\_\_\_\_

Plan Year (month to month): \_\_\_\_\_

Original Effective Date of Plan (month & year): \_\_\_\_\_

Date of this Restatement (month & year): \_\_\_\_\_

Is this an ERISA Plan? \_\_\_\_\_

If so, ERISA Plan Number: \_\_\_\_\_

Type of Benefits Offered:    Medical    Rx    Dental \_\_\_\_\_

Participating Employers: \_\_\_\_\_

\_\_\_\_\_

Third Party Administrator: \_\_\_\_\_  
Name, Address, Phone:

\_\_\_\_\_

Is this a Union Plan: \_\_\_\_\_

If so, what is the Name of the Union: \_\_\_\_\_

What is the Local Number: \_\_\_\_\_

Is this a Government Plan: \_\_\_\_\_  
 If so, is HIPAA applicable: \_\_\_\_\_  
 Does the Plan comply with any state mandated benefits: \_\_\_\_\_  
 List all states in which the Plan has Participants: \_\_\_\_\_

Is this a Church Plan: \_\_\_\_\_  
 If so, is HIPAA applicable: \_\_\_\_\_  
 Does the Plan comply with any state mandated benefits: \_\_\_\_\_  
 List all states in which the Plan has Participants: \_\_\_\_\_

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**ELIGIBILITY FOR PARTICIPATION**

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**Am I eligible to participate in the Plan?**

As a full-time *employee* regularly scheduled to work at least [ \_\_\_\_\_ ] hours per week, you are eligible for coverage when you...

	Complete your <i>waiting period</i> of [ _____ ] days of continuous <i>active employment</i> .
	Begin <i>active employment</i> .
	Other (please specify):

As a part-time *employee* regularly scheduled to work at least [ \_\_\_\_\_ ] hours per week, you are eligible for coverage when you...

	Complete your <i>waiting period</i> of [ _____ ] days of continuous <i>active employment</i> .
	Begin <i>active employment</i> .
	Other (please specify):

You are eligible to continue to participate in the *Plan* if you are a retiree of the *participating employer* and you have completed [ \_\_\_\_\_ ] years of service with the *participating employer* before retirement. You and any eligible *dependents* must have been covered under the *Plan* on the date immediately before your retirement in order to continue your participation. Retirees who were not covered under the *Plan* on the date immediately before retirement will not be allowed to enter the *Plan* during the annual open enrollment period or as described in the section, "Special Enrollment Periods".

**OPTIONAL – KEEP or REMOVE**

**Are my dependents eligible to participate in the Plan?**

No *dependent child* may be covered as a *dependent* of more than one *employee* who is covered under the *Plan*.

**OPTIONAL – KEEP or REMOVE**

No person may be covered simultaneously under this *Plan* as both an *employee* and a *dependent*.

**OPTIONAL – KEEP or REMOVE**

Spouses eligible for coverage under another group plan are not eligible for coverage under this *Plan*, except if your spouse must wait to enroll during an open or special enrollment period of the other group plan. Then, your spouse may continue coverage under this *Plan* until your spouse is able to enroll in the other group plan at the time of an open or special enrollment period.

**OPTIONAL – KEEP or REMOVE**

**When will we become participants in the plan?**

- Coverage will become effective on the...

	first day of the month following the date you or your <i>dependents</i> are eligible...
	first day following the date you or your <i>dependents</i> are eligible...
	Other (please specify):

...provided you and your *dependents* have enrolled for coverage on a form satisfactory to the *Plan Administrator* within [ ] days following the date of eligibility.

- For a *dependent child* who is born after the date your coverage becomes effective:

	<b>If your plan requires that newborn children must be enrolled within a specified time period from birth, use this section:</b> you must make written application and agree to any required contributions during the first [ ] days from the <i>child's</i> birth. Coverage for the <i>dependent child</i> will then become effective from the moment of birth.
	<b>If your plan allows a newborn child to be covered for a specified number of days from birth, then requires enrollment to continue coverage beyond this initial period of coverage, use this section:</b> the <i>dependent child</i> will be covered from the moment of birth for [ ] days. If you wish to continue coverage beyond this [ ]-day period, you must make written application for coverage and agree to any required contribution <b>during the first [ ]-day period from birth.</b>
	<b>If your plan allows a newborn child to be covered for a specified number of days from birth, then requires enrollment to continue coverage beyond this initial period of coverage except when the employee is already making the maximum contribution for dependent coverage, use this section:</b> the <i>dependent child</i> will be covered from the moment of birth for [ ] days. If you wish to continue coverage beyond this [ ]-day period, you must make written application for coverage and agree to any required contribution <b>during the first [ ]-day period from birth.</b> However, if you already have coverage for <i>dependents</i> and are making the maximum required contribution for <i>dependent</i> coverage under the <i>Plan</i> , the requirement for written application will be waived.

- If you acquire a *dependent* while you are eligible for coverage for *dependents*, coverage for the newly acquired *dependent* will be effective on the...

	first day of the month following the date the <i>dependent</i> becomes eligible...
	first day following the date the <i>dependent</i> becomes eligible...
	Other (please specify):

...provided you make written application for the *dependent* and agree to make any required contributions, within [ ] days of the date of eligibility.

**What if I do not enroll during my original eligibility period and later decide to apply for coverage?**

	<b>If your plan allows late enrollment, you may use this section: You may use both this section and the following one, if the plan allows both late enrollees at any time and has an annual enrollment period as well:</b> If you did not enroll during your original [ ]-day eligibility period, and have now decided to apply for coverage, you may do so by making written application to the <i>Plan Administrator</i> . Likewise, if you declined to enroll any of your eligible <i>dependents</i> during the original enrollment period, you may apply for coverage for them at a later date in the same manner. In these circumstances, you and/or your eligible <i>dependents</i> will be considered <i>late enrollees</i> . Coverage will be come effective at 12:01 A.M. on the:
	First day following enrollment
	First day of the month following enrollment
	Other (please specify):

	<p><b>If your plan allows late enrollment through an annual open enrollment period, use this section. You may use both this section and the one above, if the plan allows both late enrollees at any time and has an annual enrollment period as well:</b> You and your <i>dependents</i> may enroll for coverage during the <i>Plan's</i> annual open enrollment period, which is the month of [ ] in each <i>plan year</i>. If you or your <i>dependents</i> enroll during an open enrollment period, coverage will be effective at 12:01 A.M. on the first day of the month following the open enrollment period, unless you have not satisfied the <i>waiting period</i>. In that case, coverage for you and your eligible <i>dependents</i> will be effective on the...</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 15%;"></td> <td>First day following your completion of the <i>waiting period</i>.</td> </tr> <tr> <td></td> <td>First day of the month following your completion of the <i>waiting period</i>.</td> </tr> <tr> <td></td> <td>Other (please specify):</td> </tr> </table>		First day following your completion of the <i>waiting period</i> .		First day of the month following your completion of the <i>waiting period</i> .		Other (please specify):
	First day following your completion of the <i>waiting period</i> .						
	First day of the month following your completion of the <i>waiting period</i> .						
	Other (please specify):						
	<p><b>If your plan does not permit late enrollment (except Special Enrollment), use this section:</b> If you and your <i>dependents</i> do not enroll for coverage when you are first eligible, you are not permitted to enroll in the <i>Plan</i> at a later time, except as set forth below in the section entitled "Special Enrollment Periods."</p>						

**Are there any other exceptions for enrollment?**

**The following conditions apply to any eligible *employee* and *dependents*:**

If the conditions for special enrollment are satisfied, coverage for you and your *dependent(s)* will be effective at 12:01 A.M.:

- For a marriage, on the...

	Date of the marriage
	First day of the calendar month following enrollment
	Other (please specify):

**If your plan provides for the choice in benefit options, this statement should be included.**

An *employee* who is already enrolled in a benefit package may enroll in another benefit package under the *Plan* if a *dependent* of that *employee* has a special enrollment right in the *Plan* because the *dependent* lost eligibility for other coverage. You must make written application for special enrollment in the new benefit package within 30 days of the date the other health coverage was lost.

**OPTIONAL – KEEP or REMOVE**

**What if I was covered under a *prior plan*?**

Eligible *employees* of an acquired company who are *actively at work* and who were covered under the prior health plan of the acquired company will be eligible for the benefits under this *Plan* on the date of acquisition. Any *waiting period* previously satisfied under the prior health plan will be applied toward satisfaction of the *waiting period* of this *Plan*. In the event that an acquired company did not have a prior health plan, you will be eligible on the date of the acquisition.

**OPTIONAL – KEEP or REMOVE**

**When you and your spouse are both *participants***

When both you and your spouse are covered *employees*, and you have family coverage for *dependent children*, the *Plan* will allow one spouse to be treated as a *dependent* for purposes of calculating the *family unit deductible* and *out-of-pocket expense* amount. This will allow for the full benefit of family coverage and reduce the *out-of-pocket expenses* for the *family unit*. The spouse with the later date of hire will be treated as a *dependent* for the purposes stated in this section unless the *Plan Administrator* determines otherwise.

**OPTIONAL – KEEP or REMOVE**

**Changing status**

When you change your coverage status between that of an *employee* and a *dependent*, and there is no break in coverage, full credit will be given for any amounts applied toward satisfaction of the current *plan year deductible* and *out-of-pocket expense* limit, and any amounts applied toward *Plan* maximums will be carried forward.

**OPTIONAL – KEEP or REMOVE**

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**SELECTION OF YOUR HEALTH CARE PROVIDER**

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**Overview of PPO/Non-PPO Option**

If you reside outside the *PPO network* area, ([\_\_\_\_\_] miles from the nearest *PPO hospital* or *PPO physician*), and use a non-*PPO network provider*, your benefits will be based on the “Out of Area” level shown in the “Schedule of Benefits.”

This also applies to *dependent children* who are covered by this *Plan*, and reside outside the *network* area.

**OPTIONAL – KEEP or REMOVE**

Services which are covered by this *Plan* and which are **not available** through a *PPO network provider* are paid at the *PPO network provider* percentage payable for *usual, customary and reasonable fees*, even when the services are provided by an non-*PPO network provider*.

**OPTIONAL – KEEP or REMOVE**

Services provided through a referral by *PPO network provider hospital*, which are rendered and billed by a non-*PPO network provider*, are reimbursed at the *PPO network provider* percentage payable for *usual, customary and reasonable fees*.

**OPTIONAL – KEEP or REMOVE**

A current list of *PPO network providers* is available, without charge, through the *third party administrator* or through the website located at [\_\_\_\_\_].

Many *PPO network providers* will require that the *Plan* offer incentives, or “steerage,” in order to encourage *participants* to use their member *providers*. This *Plan* defines “steerage” as lower costs to the *participant* through reduced charges, resulting in lower out-of-pocket amounts, or higher rates of reimbursement under the *Plan*. The *Plan Administrator* reserves the right to negotiate discounts with *providers* of service, and those discounts will be used to reduce the amount of otherwise *covered expenses* considered for payment by the *Plan*. In certain cases, the *Plan Administrator*, in its sole discretion, may determine that the benefit payable for a discounted claim will be at the *PPO network provider* reimbursement level, and such payments will be considered to be in full compliance with the terms of the *Plan*.

**OPTIONAL – KEEP or REMOVE**

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**EMPLOYEE ASSISTANCE PROGRAM**

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Does the plan have an Employee Assistance Program? \_\_\_\_\_

If so, should the employee contact the employer for more detailed information about this Program? \_\_\_\_\_

What is the name, address and phone number of the EAP administrator: \_\_\_\_\_

Can the employee contact the EAP administrator for information? \_\_\_\_\_

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**YOUR COSTS**

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If you use a combination of *PPO network providers* and non-*PPO network providers*, your total *deductible* amount required will not exceed the amount shown for non-*PPO network providers*. In other words, the amount of *deductible* expense you pay for both *PPO network providers* and non-*PPO network providers* will be combined, and the total will not exceed the amount shown for non-*PPO network providers* during a single *plan year*.

**OPTIONAL – KEEP or REMOVE**

The *Plan* limits the amount of *deductible* and out-of-pocket expense you must pay for your *family unit*, as shown in the “Schedule of Benefits.”

**OPTIONAL – KEEP or REMOVE**

Do the following *expenses* accumulate toward the *out-of-pocket expense* limit:

	Rx copayments		Amounts applied toward <i>deductibles</i>
	<i>Chiropractic care</i>		Penalty for non-emergency use of <i>hospital emergency room</i>

**SCHEDULE OF MEDICAL BENEFITS**

**Primary Care Providers**

[For plans and issuers that require or allow for the designation of primary care providers by participants or beneficiaries:] This Plan generally [requires OR allows] the designation of a primary care Provider. You have the right to designate any primary care Provider who participates in the Network and who is available to accept you or your family members.

**VARIABLE – KEEP OR REMOVE**

[If the plan or health insurance coverage designates a primary care provider automatically, insert:

Until you make this designation, the *Plan* designates one for you.

**VARIABLE – KEEP OR REMOVE**

OR

[For plans and issuers that require or allow for the designation of a primary care provider for a child:] For children, you may designate a pediatrician as the primary care Provider.

**VARIABLE – KEEP OR REMOVE**

OR

[For plans and issuers that provide coverage for obstetric or gynecological care and require the designation by a participant or beneficiary of a primary care provider, add:] You do not need prior authorization from the Plan or from any other person (including a primary care Provider) in order to obtain access to obstetrical or gynecological care from a health care professional in the Network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the Plan Administrator.

**VARIABLE – KEEP OR REMOVE**

**Deductibles, Percentage Payable and Out-of-Pocket Expense Limits**

The following amounts are applied per *participant per plan year*:

	<i>PPO Network Providers</i>	<i>Non-PPO Network Providers</i>	<i>Out-of-Area Providers</i>
<i>Deductible</i>			
• Individual	[\$_____]	[\$_____]	[\$_____]
• <i>Family Unit</i>	[\$_____]	[\$_____]	[\$_____]
Percentage Payable (unless otherwise stated)	[_____]%	[_____]%	[_____]%
Out-of-Pocket Expense Limit* for <i>essential health benefits</i>			
• Individual	[\$_____]	[\$_____]	[\$_____]

• Family Unit	\$[_____]	\$[_____]	\$[_____]
Out-of-Pocket Expense Limit* for all other benefits			
• Individual	\$[_____]	\$[_____]	\$[_____]
• Family Unit	\$[_____]	\$[_____]	\$[_____]

**\*\* If any payment levels differ from what is listed here, please see the attached chart and fill in only the differences.**

Does the plan have a 3-month carryover for deductibles? \_\_\_\_\_  
If so, is it for the individual deductible or family deductible? \_\_\_\_\_

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### MEDICAL COVERED EXPENSES

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#### Hospital Inpatient Benefits

##### Inpatient Care

If the *hospital* does not have semi-private accommodations, the *Plan* will allow coverage for...

	...an amount equal to the average semi-private rate for other <i>hospitals</i> in that geographic area.
	...the cost of the private accommodations.
	...an amount equal to 90% of the private room rate.

#### Skilled Nursing (or Extended Care) Facilities Benefits

The confinement must begin following an *inpatient* stay of at least [\_\_\_\_\_] days in a *hospital* and must be for continued treatment of the *illness* or *injury* being treated in the *hospital*.

#### Rehabilitation Facilities Benefits

The confinement must begin following an *inpatient* stay of at least [\_\_\_\_\_] days in a *hospital* and must be for continued treatment of the *illness* or *injury* being treated in the *hospital*.

#### Mental or Nervous Disorder and Substance Abuse Inpatient and Partial Hospitalization Services

##### Mental or Nervous Disorder Inpatient and Partial Hospitalization

If the *hospital* or *psychiatric treatment facility* does not have semi-private accommodations, the *Plan* will allow coverage for...

	...an amount equal to the average semi-private rate for other <i>hospitals</i> in that geographic area.
	...the cost of the private accommodations.
	...an amount equal to 90% of the private room rate.

##### Substance Abuse Inpatient and Partial Hospitalization

If the *hospital* or *substance abuse treatment facility* does not have semi-private accommodations, the *Plan* will allow coverage for...

	...an amount equal to the average semi-private rate for other <i>hospitals</i> in that geographic area.
	...the cost of the private accommodations.
	...an amount equal to 90% of the private room rate.

#### Surgical Inpatient and Outpatient Services

##### Anesthesia Services

Covered expenses do not include anesthesia administered by the surgeon *physician*.

**OPTIONAL – KEEP or REMOVE**

##### Surgical Assistants

Coverage will be provided for these services only when rendered on an *inpatient* basis, and only when the *hospital* does not employ interns and residents qualified to perform the service.

**OPTIONAL – KEEP or REMOVE**

Does the Plan allow...

	...all secondary and subsequent procedures at a single UCR percentage
	...secondary procedures at a higher percentage than third and subsequent procedures

### Hospital Emergency Room Services

Covered expenses include:

- *Emergency treatment of an accidental injury.*  
However, you must pay a \$[ ] penalty if the *Plan* determines the charges include a non-emergency use of *hospital* emergency room facilities.  
**OPTIONAL – KEEP or REMOVE**
- *Emergency treatment of an illness.*  
[However, you must pay a \$[ ] penalty if the *Plan* determines the charges include a non-emergency use of *hospital* emergency room facilities.  
**OPTIONAL – KEEP or REMOVE**

A penalty will be applied once to each...

	...provider...
	...emergency room visit...

...when the care does not qualify as *emergency* care.

### Accident Expense Benefit

Covered expenses in connection with *injuries* which are *incurred* within [ ] days of the *accident* will be reimbursed as shown in the “Schedule of Benefits.” Covered expenses incurred more than [ ] days from the date of the *accident* will be reimbursed based on the type of service listed elsewhere in the “Schedule of Benefits.” The benefits under this provision will be paid first before the benefits under other provisions of the *Plan* may be paid.

**OPTIONAL – KEEP or REMOVE**

### Outpatient Facility Fees

#### Pre-Admission Testing

Benefits are provided for *pre-admission testing* for expenses *incurred* within [ ] days prior to the scheduled *hospital* admission, and only when the testing is not duplicated on admission.

#### Biofeedback Services

Benefits...

	...are provided for biofeedback...
	...are not provided for biofeedback...

...as part of a program approved by the *Plan Administrator* for pain management.

### Physician's Office Services

#### Office Visits

Covered services include the services of a *physician's* assistant (“P.A.”) rendered under the supervision of the *physician*, and billed by the *physician*.

**OPTIONAL – KEEP or REMOVE**

#### Allergy Care

Covered services include the services of a *physician's* assistant (“P.A.”) rendered under the supervision of the *physician*, and billed by the *physician*.

**OPTIONAL – KEEP or REMOVE**

#### Injections

Covered services include the services of a *physician's* assistant (“P.A.”) rendered under the supervision of the *physician*, and billed by the *physician*.



**OPTIONAL – KEEP or REMOVE**

**Diagnostic X-ray and Laboratory Services**

Covered services include the services of a *physician's* assistant (“P.A.”) rendered under the supervision of the *physician*, and billed by the *physician*.

**OPTIONAL – KEEP or REMOVE**

**Other Covered Expenses**

	Services provided by a licensed social worker (M.S.W.).
	Services provided by a home health aide.

**Infertility Treatment**

Covered expenses for infertility treatment include, but are not limited to, in-vitro fertilization, gamete intrafallopian transfer (GIFT), fertility *drugs*, artificial insemination, zygote intrafallopian transfer (ZIFT), reversal of a sterilization procedure, surrogate mother or donor eggs.

**OPTIONAL – KEEP or REMOVE**

**Other Covered Expenses Also Include:**

- **Blood transfusions and blood products**, to the extent not replaced. The Plan...

	...will cover expenses in connection with autologous blood acquisition and storage.
	...will not cover expenses in connection with autologous blood acquisition and storage.

- **Cochlear implants**

**OPTIONAL – KEEP or REMOVE**

- **Orthotics**

**OPTIONAL – KEEP or REMOVE**

- **Growth hormone therapy** as part of a treatment program approved by the *Plan Administrator*.

**OPTIONAL – KEEP or REMOVE**

- **Surgical extraction of bone-impacted teeth.**

**OPTIONAL – KEEP or REMOVE**

- **Prenatal vitamins.**

**OPTIONAL – KEEP or REMOVE**

- **Sterilization procedures, elective.**

**OPTIONAL – KEEP or REMOVE**

- **Acupuncture.**

**OPTIONAL – KEEP or REMOVE**

- **Oral *surgical* procedures**, including:

- Excision of tumors and cysts of the jaws, cheeks, lips, tongues, roof and floor of the mouth.
- *Emergency* repair due to *injury* to sound natural teeth.
- *Surgery* needed to correct accidental *injuries* to the jaws, cheeks, lips, tongue, floor and roof 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.

**OPTIONAL – KEEP or REMOVE**

- **Non-*surgical* treatment of temporomandibular joint dysfunction.**

**OPTIONAL – KEEP or REMOVE**

- **Chelation therapy** for a diagnosis of lead poisoning, or a diagnosis of anemia for a *child*.  
**OPTIONAL – KEEP or REMOVE**

### Replacement of Organs/Tissues and Related Services

**Note: There is new optional wording in the Medical Library for this section. It does not require prior approval, and it contains the conditions under which the plan will review a proposed transplant for approval.**

Insert Library Option M2?                      Yes \_\_\_\_\_                      No \_\_\_\_\_

The *Plan Administrator* strongly recommends that any *participant* who is a candidate for any transplant procedure contact [ \_\_\_\_\_ ] before making arrangements for the procedure. This communication may identify certain types of procedures, or expenses associated with the procedures, which will not be covered under the *Plan*, before the actual services are rendered.

In addition, the *Plan Administrator* has made arrangements with selected *providers*, called [(Network Name)], where a *participant* may receive care at a negotiated rate. Using a [(Network Name)] will normally result in lower costs to the *Plan* and the *participant*. Please contact [UR firm/PPO] for additional information about [(Network Name)].

Please list the full name of the transplant facility or network: \_\_\_\_\_  
What is the name of the UR Firm or PPO? \_\_\_\_\_

**OPTIONAL – KEEP or REMOVE**

*Covered expenses* include the following types of transplants:

#### **Bone Marrow Transplants**

Finding a donor who is an acceptable match for donation is important to the success of an allogenic/homologous bone marrow transplant. Because an immediate family member has the greatest chance of being a match, benefits for determining bone marrow matching are provided only for members of the immediate family and only if the proposed bone marrow transplantation is *medically necessary* and is not considered *experimental* or investigational. For purposes of this section, immediate family members include mother, father, biological *children* and biological siblings. If a donor match cannot be identified in the immediate family, the *Plan* will cover matching through a national registry.

**OPTIONAL – KEEP or REMOVE**

#### **Other Benefits Related to Transplantation**

Benefits are also provided for:

	The preparation, acquisition, transportation and storage of human organs, bone marrow, or human tissue.						
	Transportation of the <i>participant</i> , if the organ recipient, to and from the site of the transplant procedure.						
	Specific rules apply as to the payment of benefits for the donor and recipient of the transplanted organ, bone marrow, or tissue. <table border="1" data-bbox="344 1549 1396 1885"> <tr> <td></td> <td>When the transplant recipient and donor are <b>both</b> covered under this <i>Plan</i>, payment for <i>covered expenses</i> is provided for both, subject to each <i>participant's</i> respective benefit maximums.</td> </tr> <tr> <td></td> <td>When the transplant recipient is covered under this <i>Plan</i> but the donor is not, payment for <i>covered expenses</i> is provided for both the recipient and the donor to the extent that charges for such services are not payable by any other source. Benefits payable on behalf of the donor are charged to the recipient's claim and applied to the recipient's maximums.</td> </tr> <tr> <td></td> <td>When the transplant recipient is not covered under this <i>Plan</i> but the donor is covered, payment for <i>covered expenses</i> attributable to the donor is provided to the extent that charges for such services are not payable by any other source. Benefits are not</td> </tr> </table>		When the transplant recipient and donor are <b>both</b> covered under this <i>Plan</i> , payment for <i>covered expenses</i> is provided for both, subject to each <i>participant's</i> respective benefit maximums.		When the transplant recipient is covered under this <i>Plan</i> but the donor is not, payment for <i>covered expenses</i> is provided for both the recipient and the donor to the extent that charges for such services are not payable by any other source. Benefits payable on behalf of the donor are charged to the recipient's claim and applied to the recipient's maximums.		When the transplant recipient is not covered under this <i>Plan</i> but the donor is covered, payment for <i>covered expenses</i> attributable to the donor is provided to the extent that charges for such services are not payable by any other source. Benefits are not
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	When the transplant recipient is not covered under this <i>Plan</i> but the donor is covered, payment for <i>covered expenses</i> attributable to the donor is provided to the extent that charges for such services are not payable by any other source. Benefits are not						

		provided for services attributable to the recipient.	
		No coverage is provided under this <i>Plan</i> for any expenses <i>incurred</i> by or on behalf of the donor.	

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**MEDICAL EXCLUSIONS AND LIMITATIONS**

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This Plan will not reimburse any expense that is not a *covered expense*. This *Plan* does not cover any charge for services or supplies:

- **Abortion.** That are *incurred* directly or indirectly as the result of an abortion except when the life of the mother would be threatened if the fetus were carried to term, or when complications arise.

**OPTIONAL – KEEP or REMOVE**

- **Birth control *drugs* or devices.**

	For birth control <i>drugs</i> or devices, whether or not dispensed by prescription, that are purchased or prescribed for the sole purpose of preventing conception.
	For birth control <i>drugs</i> or devices, whether or not dispensed by prescription, that are purchased or prescribed for the sole purpose of preventing conception [unless covered by the provisions of your Prescription <i>Drug</i> Card Program].

- **Cochlear implants.** For cochlear implants.

**OPTIONAL – KEEP or REMOVE**

- **Corrective shoes** For corrective shoes.

**OPTIONAL – KEEP or REMOVE**

- **Dental *hospital* admissions.**

	Related to dental <i>hospital</i> admissions.
	Related to dental <i>hospital</i> admissions[, unless determined to be <i>medically necessary</i> because of a concomitant condition].

- **Dental prescriptions.** For dental prescriptions (e.g., Peridex, fluoride).

**OPTIONAL – KEEP or REMOVE**

- **Eating disorders.** That are related to eating disorders (e.g., anorexia and bulimia). This does not apply to any care for an underlying *mental or nervous condition*.

**OPTIONAL – KEEP or REMOVE**

- **Educational.** That are related to education or vocational training.

- This exclusion does not apply to educational services rendered for diabetic counseling, peritoneal dialysis, or any other educational service deemed to be *medically necessary* by the *Plan*.

**OPTIONAL – KEEP or REMOVE**

- **Excess over semi-private rate.** That are in excess of the semi-private room rate, except as otherwise noted.

**OPTIONAL – KEEP or REMOVE**

- **Excluded providers and facilities.** That are rendered or provided by the following excluded providers or facilities:

- Midwives;

**OPTIONAL – KEEP or REMOVE**

- **Experimental.** That are *experimental*.

- In some cases, the application of an established procedure, as a course of treatment for a specific condition, may be considered *experimental*, and hence, not covered by this *Plan*.
- [This exclusion will not apply to expenses directly related to a non-*experimental*, *medically necessary* transplant procedure which is performed during the course of a clinical trial for off-label use of drugs, or the use of *experimental* drugs. Expenses related to the drugs and the clinical trial are excluded.]

#### OPTIONAL – KEEP or REMOVE HIGHLIGHTED SECTION

*You should check your stop loss policy before implementing the option above in the exclusion and verify with the carrier that it is compatible with the policy exclusion. Otherwise, the plan may be obligated to cover expenses for which it has no stop loss coverage.*

- **Eye exercises or training and orthoptics.** For eye exercises or training and orthoptics.  
**OPTIONAL – KEEP or REMOVE**
- **Genetic testing and/or counseling.** For genetic testing or counseling.  
**OPTIONAL – KEEP or REMOVE**
- **Growth hormone therapy.** For growth hormone therapy.  
**OPTIONAL – KEEP or REMOVE**
- **Impotence; sexual dysfunction.** For impotence and sexual dysfunction treatment and medications, including, but not limited to, penile implants, sexual devices or any medications or *drugs* pertaining to sexual dysfunction or impotence.  
**OPTIONAL – KEEP or REMOVE**
- **Infertility treatment.** For infertility treatment, including, but not limited to, in vitro fertilization, gamete intrafallopian transfer (GIFT), fertility *drugs*, artificial insemination, zygote intrafallopian transfer (ZIFT), reversal of a sterilization procedure, surrogate mother or donor eggs.  
**OPTIONAL – KEEP or REMOVE**
- **Marital counseling.** For marital counseling.  
**OPTIONAL – KEEP or REMOVE**
- **Never Events.** In addition, serious preventable adverse events (“*never events*”) will, in no event be covered under the *Plan*.  
**OPTIONAL – KEEP or REMOVE**
- **Obesity treatment.** For the purpose of weight loss.
  - This exclusion does not apply to benefits for surgical or non-surgical treatment of *morbid obesity* under a treatment plan that has been approved by the *Plan Administrator*.  
**OPTIONAL – KEEP or REMOVE**
- **Prenatal vitamins** For prenatal vitamins.  
**OPTIONAL – KEEP or REMOVE**
- **Vision correction.** For radial keratotomy, keratomileusis or other vision correction procedures.  
**OPTIONAL – KEEP or REMOVE**
- **Smoking cessation.** For smoking cessation programs, nicorette gum, nicotine transdermal patches or other treatment of tobacco dependency.  
**OPTIONAL – KEEP or REMOVE**
- **Travel.** For travel, even though prescribed by a *physician*.

- This exclusion may not apply to a *participant* who is an organ transplant recipient to travel to and from the site of the transplant.  
**OPTIONAL – KEEP or REMOVE**

- **Trusses, corsets and other support devices.**  
**OPTIONAL – KEEP or REMOVE**

- **Vitamins.** For vitamins, except as specifically provided under this *Plan*.  
**OPTIONAL – KEEP or REMOVE**

- **Work-related illness or injury.** Related to an *illness* or *injury*...

	...arising out of, or in the course of, any employment for wage or profit, including that of previous employers, without regard to whether such <i>illness</i> or <i>injury</i> entitles the <i>participant</i> to workers' compensation or similar benefits.
	... for which the <i>participant</i> is entitled to benefits under any workers' compensation or similar law.

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### COST CONTAINMENT PROVISIONS

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#### **Pre-certification Program for *Inpatient* Services**

This program does not apply to *inpatient* stays in facilities other than *hospitals*.

**OPTIONAL – KEEP or REMOVE**

The role of the Pre-certification Program is to establish the *medical necessity* for the **setting** of the treatment, not for the treatment itself.

**OPTIONAL – KEEP or REMOVE**

	Because communication is the basis for the program, the <i>Plan</i> <u>requires</u> that you contact the Pre-certification Program administrator at least [ _____ ] days before any non- <i>emergency inpatient</i> admission.
	Because communication is the basis for the program, the <i>Plan</i> <u>requires</u> that you contact the Utilization Review Program administrator within [ _____ ] following the <i>inpatient</i> admission.

#### **Urgent Care or *Emergency* Admissions**

For urgent, *emergency* admissions, follow your *physician's* instructions carefully, and contact the Pre-certification Program administrator within [ \_\_\_\_\_ ] of the admission.

Notification is still encouraged at the time of admission, and is required for any *hospital* stay that is in excess of the minimum length of stay. Failure to notify the Pre-certification Program administrator of any stay that is in excess of the minimum length of stay will result in application of a penalty to the *hospital* expenses.

**OPTIONAL – KEEP or REMOVE**

#### **Concurrent *Inpatient* Review**

Name, address and phone number of UR Company: \_\_\_\_\_

#### **Penalty**

*Covered expenses* will be reduced by \$[ \_\_\_\_\_ ] per admission, and this amount will not accumulate toward any *out-of-pocket expense* limits.

**OPTIONAL – KEEP or REMOVE**

*Covered expenses* will be reduced by [ \_\_\_\_\_ ]% to a maximum of \$[ \_\_\_\_\_ ] per admission, and this amount will not accumulate toward any *out-of-pocket expense* limits.

**OPTIONAL – KEEP or REMOVE**

Benefits otherwise payable will be calculated, then reduced by \$[ ] per admission, and this penalty amount will not accumulate toward any *out-of-pocket expense* limits.

**OPTIONAL – KEEP or REMOVE**

Benefits otherwise payable will be calculated, then reduced by [ ]% to a maximum of \$[ ] per admission, and this penalty amount will not accumulate toward any *out-of-pocket expense* limits.

**OPTIONAL – KEEP or REMOVE**

**Pre-certification Program for Outpatient Services**

Because communication is the basis for the Program, the *Plan requires* that you contact the...

	...Pre-certification Program administrator at least [ ] days before the commencement of non-emergency services of the types listed in this section.
	...Utilization Review Program administrator within [ ] following the commencement of any of the listed outpatient services.

**Non-emergency outpatient care and services of the types listed below require...**

	<b>...pre-certification:</b>
	<b>...Utilization Review:</b>

	Adaptive services and equipment.
	Cardiac catheterization performed more than one time during any 12-month period.
	Cardiac rehabilitation programs.
	Chemotherapy.
	Cochlear implants.
	Corrective shoes.
	<i>Cosmetic services for treatment of congenital malformations or accidental injuries.</i>
	<i>Cosmetic services for treatment of congenital malformations or accidental injuries, [if medically necessary].</i>
	Diabetic counseling.
	Dialysis.
	<i>Durable medical equipment</i> at or greater than a cost of \$[ ]. This includes prosthetic, orthotic, or orthopedic appliances.
	Eating disorder programs.
	Growth hormone therapy.
	<i>Home health care</i> services.
	Hospice care services.
	Magnetic resonance imaging (“MRI”).
	Morbid obesity – non-surgical treatment.
	Morbid obesity – surgical treatment.
	Occupational therapy.
	Pain management programs.
	Physical therapy.
	Positron emission tomography (PET) scan.
	Speech therapy.
	Stripping and ligation of varicose veins.

**Penalty**

	<i>Covered expenses</i> will be reduced by...
	...\$[ ]...
	...[ ]% to a maximum of \$[ ]...
	...and this amount will not accumulate toward any <i>out-of-pocket expense</i> limits.
	Benefits otherwise payable will be calculated, then reduced by...

	...\$[ ]...
	...[ ]% to a maximum of \$[ ]...
...and this penalty amount will not accumulate toward any <i>out-of-pocket expense</i> limits.	

**[Pre-determination of Medical/Surgical Benefits ]**  
**THIS ENTIRE SECTION IS OPTIONAL – KEEP or REMOVE**

This is a service offered by the *Plan* to help you determine, in advance, whether a proposed treatment...

	...is expected to cost \$[ ] or more...
	...will be a <i>covered expense</i> under the <i>Plan</i> .

It is a voluntary provision, and you are under no obligation to obtain pre-approval of your treatment. However, you are encouraged to use this service to avoid incurring *non-covered expenses* for which you will be responsible.

In order to evaluate the proposed treatment, the *Plan Administrator* will require detailed medical information from your *physician*, including:

- The identity of the patient (including date of birth and sex);
- The diagnosis code (ICD-9);
- The procedure code (CPT); and
- The amount of the proposed charge.

This information should be submitted to:

	Utilization Review Company
	Third Party Administrator
	Other (please specify name, address & phone):

You will receive a written response with the *Plan Administrator's* determination, which you may furnish to your *physician* if you so desire.

A pre-determination under this section will not be a guarantee of eligibility, coverage or benefits. All benefit determinations will be based upon the provisions of this *Plan* and the decision of the *Plan Administrator* in its sole discretion.

**Do not delay seeking medical care for any *participant* who has a serious condition that may jeopardize his life or health in order to pre-determine benefits. Pre-determination of benefits is not recommended under these circumstances.]**

Are Second *Surgical* Opinions Voluntary or Mandatory? \_\_\_\_\_  
Please complete the appropriate sections below:

**Voluntary Second *Surgical* Opinions**

This information should be submitted to:

	Utilization Review Company
	Third Party Administrator
	Other (please specify name, address & phone):

**Required Second *Surgical* Opinions - Penalty**

	<i>Covered expenses</i> for the fees of...
	...the surgeon...
	...all <i>providers</i> ...
	...will be reduced by...
	...\$[ ].

	...[ ]% to a maximum of \$[ ].
Benefits otherwise payable for...	
	...the surgeon...
	...all <i>providers</i> ...
will be reduced by...	
	...\$[ ].
	...[ ]% to a maximum of \$[ ].

### Surgical Procedures requiring Second Opinions

The following *surgical procedures* require a second opinion in order to avoid incurring a penalty to otherwise covered expenses.

	Carotid endarterectomy (cutting and cleaning of the main artery in the neck).
	Coronary bypass (fixing the blood flow for muscles of the heart).
	Dilation and curettage (D & C) (cleansing the surface of the uterus).
	<i>Mastectomy</i> (removal of breast) and other breast <i>surgery</i> , except aspiration biopsy.
	Prostatectomy (removal of the prostate).
	Transurethral resection (type of prostate <i>surgery</i> ).

## SCHEDULE OF PRESCRIPTION DRUG BENEFITS

Prescription Drugs – Medical Plan	
Prescription Drugs — Brand Name — Medical Plan	
Prescription Drugs — Generic — Medical Plan	

Prescription Drug Card Program	
Prescription Drug Card Program — Brand Name	
Prescription Drug Card Program — Brand Name, No Generic Available	
Prescription Drug Card Program — Generic	
Prescription Drug Card Program: Mail Service — Brand Name	
Prescription Drug Card Program: Mail Service — Brand Name, No Generic Available	
Prescription Drug Card Program: Mail Service — Generic	

Which of the following items are not covered under Rx benefits:

	<b>Anorexiants</b> (weight control <i>drugs</i> ).
	<b>Fertility medications.</b>
	<b>Growth hormones.</b>
	<b>Non-legend <i>drugs</i></b> , other than insulin.
	<b>Norplant.</b>
	<b>Oral contraceptives.</b>
	<b>Retin A.</b>
	<b>Rogaine.</b>
	<b>Smoking cessation products.</b>
	<b>Therapeutic devices</b> or appliances, support garments, and other non-medical substances.
	<b>Vitamins</b> , except prenatal.
	<b>Workers' Compensation:</b> prescriptions which an eligible person is entitled to receive, without charge, under any workers' compensation law, or under any municipal, state or federal program.



**If Prescription Drugs are part of a Drug Card Program, please complete the following sections. If not, please move on to “Schedule of Dental Benefits.”**

If a *participant*, who is traveling and is at least [ \_\_\_\_\_ ] miles from home, must purchase a prescription *drug* at a non-participating pharmacy due to an *emergency*, the *Plan* will reimburse the cost of the *drug* at the non-PPO *Network Provider* percentage payable after satisfaction of the non-PPO *Network Provider deductible*, shown in the “Schedule of Benefits.”

If prescription drugs are not purchased through the Plan’s Rx card program, will they be covered? \_\_\_\_\_

Who administers the *Plan’s* Rx Card Program: \_\_\_\_\_

What is the administrators phone number: \_\_\_\_\_

Where are mail order forms obtained: \_\_\_\_\_

Copayments for the Prescription Drug Card Program do not accumulate toward the *out-of-pocket expense* limit.  
**OPTIONAL – KEEP or REMOVE**

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**SCHEDULE OF DENTAL BENEFITS**

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**Limitations For First-Year Enrollees**

During your first 12 months of coverage under the Plan, your benefits will be limited as follows:

	Prosthodontic services (initial installation or replacement of bridgework or dentures)...
	...will not be covered.
	...will be limited to a maximum benefit of \$[ _____ ].
	Class III Major Repair and Restorative Services...
	...will not be covered.
	...will be limited to a maximum benefit of \$[ _____ ].
	Class IV Orthodontia Services...
	...will not be covered.
	...will be limited to a maximum benefit of \$[ _____ ].
	Only Class I services will be covered.

**Maximum Benefits**

The following maximums apply to each *participant*:

<b>Maximum Benefits for:</b>	
Class I Dental Services	
Class II Dental Services	
Class III Dental Services	
Class IV Dental Services	
Class I, II, III Combined Dental Services	

**Deductible[ and Out-of-Pocket Expense Limits]**

The following amounts are applied per *plan year*:

	<i>PPO Network Providers</i>	<i>Non-PPO Network Providers</i>	<b>Out-of-Pocket Expense Limit</b>
Class [ ] Expenses • Individual • <i>Family Unit</i>			
Class [ ] Expenses • Individual • <i>Family Unit</i>			
Class [ ] Expenses • Individual • <i>Family Unit</i>			

*Covered expenses incurred during the last three months of a plan year that were applied toward the...*

	<i>...individual deductible...</i>
	<i>...deductible...</i>

*...will be allowed as credit toward satisfaction of the [individual] deductible in the following plan year.*

**OPTIONAL – KEEP or REMOVE**

**Payment Levels and Limits**

The following types of *covered expenses* are **not** subject to the *deductible* unless otherwise indicated:

<b>Dental Expenses</b>		
<b>Percentage Payable For:</b>	<i>PPO Network Providers</i>	<i>Non-PPO Network Providers</i>
Class I Dental Expenses		
Class II Dental Expenses		
Class III Dental Expenses		
Class IV Dental Expenses		

*Covered expenses incurred by...*

	<i>...any participant...</i>
	<i>...any participant and family unit...</i>

*...in the last three months of any plan year which are applied to satisfy the deductible for that plan year may also be used toward satisfaction of the deductible in the next plan year.*

**OPTIONAL – KEEP or REMOVE**

**DENTAL COVERED EXPENSES**

**Class I Services (Preventive Care)**

<b>Move to Class</b>	<b>Coverages</b>				
	Routine oral examinations and prophylaxis (cleaning, scaling and polishing teeth), but not more than... <table border="1" style="width: 100%;"> <tr> <td></td> <td><i>...once in any period of [ ] consecutive months;</i></td> </tr> <tr> <td></td> <td><i>...twice per plan year;</i></td> </tr> </table>		<i>...once in any period of [ ] consecutive months;</i>		<i>...twice per plan year;</i>
	<i>...once in any period of [ ] consecutive months;</i>				
	<i>...twice per plan year;</i>				
	Periapical x-rays, as required, and bitewing x-rays once in any period of six consecutive months;				
	Sealants for dependent children under age [ ], but not more than once in any period of [ ] consecutive months;				
	Topical application of fluoride for dependent children under age [ ], but not more than once in any period of [ ]consecutive months;				

	Space maintainers (not made of precious metals) that replace prematurely lost teeth for dependent children under age [_____]. No payment will be made for duplicate space maintainers; and
	Palliative emergency treatment of an acute condition requiring immediate care.

### Class II Services (Repair and Restoration)

Move to Class	Coverages				
	Full mouth x-rays, but not more than once in any period of [_____] consecutive months;				
	Panoramic x-rays, but not more than once in any period of [_____] consecutive months;				
	Amalgam, silicate, acrylic, synthetic porcelain and composite filling restorations to restore diseased or accidentally broken teeth. Gold foil restorations... <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;"></td> <td>...are eligible;</td> </tr> <tr> <td></td> <td>...are not eligible;</td> </tr> </table>		...are eligible;		...are not eligible;
	...are eligible;				
	...are not eligible;				
	Simple extractions, except for orthodontia;				
	Endodontics, including pulpotomy, direct pulp capping and root canal treatment;				
	Anesthetic services (except local infiltration or block anesthetics) performed by, or under the direct personal supervision of, and billed for by a provider other than the operating dentist or his assistant;				
	Periodontal examinations, treatment and surgery; and				
	Consultations.				

### Class III Services (Major Dental Repair and Restoration)

[Prosthetic services (initial installation or replacement of bridgework or dentures) will be covered only when a *participant* has been covered under this *Plan* continuously for at least 12 months, unless otherwise required by applicable law.]

#### OPTIONAL – KEEP or REMOVE

Move to Class	Coverages				
	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;"></td> <td>Inlays, gold fillings, crowns, and initial installation of full or partial dentures or fixed bridgework to replace one or more natural teeth;</td> </tr> <tr> <td></td> <td>Inlays, gold fillings, crowns, and initial installation of full or partial dentures or fixed bridgework to replace one or more natural teeth, [extracted while the participant was covered under the Plan];</td> </tr> </table>		Inlays, gold fillings, crowns, and initial installation of full or partial dentures or fixed bridgework to replace one or more natural teeth;		Inlays, gold fillings, crowns, and initial installation of full or partial dentures or fixed bridgework to replace one or more natural teeth, [extracted while the participant was covered under the Plan];
	Inlays, gold fillings, crowns, and initial installation of full or partial dentures or fixed bridgework to replace one or more natural teeth;				
	Inlays, gold fillings, crowns, and initial installation of full or partial dentures or fixed bridgework to replace one or more natural teeth, [extracted while the participant was covered under the Plan];				
	Repair or re-cementing of crowns, inlays, bridgework or dentures and relining of dentures;				
	Replacement of an existing denture or fixed bridgework, or the addition of teeth to an existing partial removable denture or bridgework, to replace one or more natural teeth: Where the existing denture or bridgework was installed at least five years prior to its replacement and it cannot be made serviceable; or Where the existing denture is an immediate temporary denture, and necessary replacement by the permanent denture takes place within 12 months;				
	Periodontal root scaling and planing;				
	Veneers, for <i>dependent children</i> under age [_____] only;				
	Oral surgery.				

### Class IV Services (Orthodontics)

Orthodontic services will be eligible only when provided to covered *dependent children* who are under age [\_\_\_\_\_] when expenses are *incurred*.

#### THIS ENTIRE SECTION IS OPTIONAL – KEEP or REMOVE

#### [Pre-determination of Dental Benefits]

If a *participant's* proposed course of treatment reasonably can be expected to involve dental charges of \$[\_\_\_\_\_] or more, a description of the procedures to be performed and an estimate of the charges therefor may be filed with the *Plan Administrator* or *third party administrator* prior to the commencement of the course of treatment. **However, approval is not required prior to treatment.** Any pre-determination of dental benefits is provided only as a convenience to the *participant*.

If requested, the *Plan Administrator* or *third party administrator* will notify the *participant*, and the *dentist* or physician, of the pre-determination based upon such proposed course of treatment. In determining the amount of benefits available, consideration will be given to alternate procedures, services, supplies and courses of treatment which may be performed to accomplish the required result. **The pre-determination is not a guarantee of payment or approval of a benefit. After treatment is received, a claim must be filed as a post-service claim, which will be subject to all applicable *Plan* provisions.]**

**THIS ENTIRE SECTION IS OPTIONAL – KEEP or REMOVE**

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**DENTAL EXCLUSIONS AND LIMITATIONS**

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This Plan does not cover any charge for the following services or supplies:

	<b>Experimental.</b> Charges for <i>experimental</i> dental care... <input type="text"/> ...implantology... ...or dental care which is not customarily used or which does not meet the standards set by the <i>ADA</i> ;
	<b>Late enrollee.</b> "Late enrollee" means a person who enrolls for coverage during an <i>annual enrollment period</i> because he failed to enroll when first eligible for coverage;
	For implants, including any appliances and/or crowns and the surgical insertion or removal of implants;

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**GENERAL EXCLUSIONS AND LIMITATIONS**

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This section applies to all benefits provided under any section of this *summary plan description*. This *Plan* does not cover any charge for services or supplies:

	<b>Court-ordered services.</b> That are ordered by a court, unless determined by the <i>Plan Administrator</i> , in its discretion, to otherwise be appropriate and covered.
	<b>Illegal act.</b> Related to <i>injuries</i> sustained, or an <i>illness</i> contracted, during the commission, or attempted commission, of a felony... <input type="text"/> ...or misdemeanor, or any illegal act or illegal occupation. <input type="text"/> This exclusion will apply only if the participant is convicted of the illegal act;
	<b>Immediate relative.</b> Provided by an <i>immediate relative</i> ... <input type="text"/> ....or an individual residing in your home;
	<b>Malpractice.</b> That are required as a result of malpractice, malfeasance or misfeasance or that are to treat <i>injuries</i> that are sustained or an <i>illness</i> that is contracted, including infections and complications, while the <i>participant</i> was under the care of a provider for a condition wherein such <i>illness</i> , <i>injury</i> , infection or complication is not reasonably expected to occur. This exclusion will apply to expenses directly or indirectly resulting from the circumstances of the course of treatment that, in the opinion of the <i>Plan Administrator</i> in its sole discretion, gave rise to the expense.
	<b>Tax and shipping.</b> For taxes and shipping charges levied on <i>medically necessary</i> items and services. <input type="text"/> This exclusion does not apply to surcharges required by law to be paid by the <i>Plan</i> in applicable states.
	<b>War.</b> Resulting from war or an act of war, whether declared or undeclared, or any act of aggression, and any complication therefrom. <input type="text"/> This exclusion does not apply to <i>participants</i> who are not members of the <i>uniformed services</i> .

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**TERMINATION OF COVERAGE**

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**When does my participation end?**

Your participation will end at 12:01 A.M. on the earliest of the following dates:

	The date of termination
	The last day of the month following the termination.

**Will my participating employer continue our coverage?**

Coverage will be continued for you and your dependents should the following occur:

	In the event of a layoff, coverage will continue for [ ] (days, weeks, months) following the date of layoff;
	In the event of total disability, coverage will continue for [ ] (days, weeks, months) following the date of the disability;
	In the event you take a leave of absence which does not meet the requirements of FMLA, your coverage will continue for [ ] (days, weeks, months) following the date of the leave;

The period of continued coverage under this section (will OR will not) reduce the maximum time for which you may elect to continue coverage under COBRA.

Does the Plan have an annual enrollment period? \_\_\_\_\_

Would you like condensed or detailed language for USERRA? \_\_\_\_\_

Are retirees covered under the Plan? \_\_\_\_\_

**How long does COBRA continuation coverage last?**

When the qualifying event is "entitlement to Medicare," the 36-month continuation period is measured from the date of the original qualifying event.

**OPTIONAL – KEEP or REMOVE**

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**CLAIM PROCEDURES**

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Does the plan have one or two appeal levels? \_\_\_\_\_

Should questions regarding claims be directed to the Plan Administrator or the TPA? \_\_\_\_\_

Post service claims must be filed within [ ] days of the date charges were incurred.

Any legal action for the recovery of any benefits must be commenced within [ ] days after the Plan's claim review procedures have been exhausted.

**External Review – (ONLY complete if the Plan is a Non-Grandfathered Plan)**

Name of unit that administers the external review program: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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**COORDINATION OF BENEFITS**

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**Which COB language should the Plan contain:**

	COB with full "allowable expenses" and COB recoverable on a calendar year basis
	"Carve-out" on a per-claim basis
	Full allowable expenses on a per-claim basis

**Order of Benefit Determination**

- If the person on whose expenses the claim is based is an inactive employee (e.g. retired or on layoff) or the dependent of an inactive employee, the benefits of the plan covering the person in an active status will be determined before the benefits of a plan covering the person in an inactive status; and  
**OPTIONAL – KEEP or REMOVE**

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**DEFINITIONS**

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**“Administrative period”** means period of time immediately following an *initial measurement period* or a standard measurement period when the *participating employer* determines which “variable hour” and/or “ongoing” *employees* are eligible for coverage and to notify and enroll those eligible *employees*. The *administrative period* lasts [\_\_\_\_\_] **(90 days is standard)** days.

**“Annual enrollment period”** means the period from [\_\_\_\_\_] through [\_\_\_\_\_] each year during which *employees* may make new coverage elections.

**“Chiropractic care”** means...

	All services related to a chiropractic visit
--	--

**OR (choose covered services)...**

	office visits
	x-rays
	Manipulations
	Supplies
	Heat treatment
	Cold treatment
	Massages

Does the plan cover complications of pregnancy for dependent children? \_\_\_\_\_

**“Dependent”** means one or more of the following person(s):

- An *employee’s domestic partner* who has the same principal place of abode for more than one-half of the calendar year, and who relies on the employee for more than one half of his or her support for the calendar year in which the *domestic partner* is enrolled for coverage under the *Plan*

**OPTIONAL – KEEP or REMOVE**

	An <i>employee’s child</i> , regardless of age, who is mentally or physically incapable of sustaining his or her own living.
	An <i>employee’s child</i> , regardless of age, [who was continuously covered prior to attaining the limiting age under the bullets above,] who is mentally or physically incapable of sustaining his or her own living.

Such *child* must have been mentally or physically incapable of earning his or her own living prior to attaining the limiting age under the bullets above.

**OPTIONAL – KEEP or REMOVE**

Written proof of such incapacity and dependency satisfactory to the *Plan* must be furnished and approved by the *Plan* within [\_\_\_\_\_]days after the date the *child* attains the limiting age under the bullets above.

The time limit for written proof of incapacity and dependency is [\_\_\_\_\_] days following the original eligibility date for a new or re-enrolling employee.

**OPTIONAL – KEEP or REMOVE**

**“Domestic partner”** means a person of the same sex sharing the same residence with the *employee*, and living as a couple in a committed relationship with the *employee* for...

	...a significant period of time.
--	----------------------------------

...Other (please specify):

A domestic partner must be at least 18 years of age, not married or related to the *employee* by blood, and consent to a domestic partnership.

**OPTIONAL – KEEP or REMOVE**

**“Emergency”** means

For purposes of the “Dental Benefits” section of the Plan, emergency means a dental problem requiring immediate treatment for relief of extreme pain, acute infection, bleeding or *injury* to the gums and/or teeth.

**OPTIONAL – KEEP or REMOVE**

**“Employee”** means...Such person must be scheduled to work at least [ ] hours per week in order to be considered “full-time.”

**“Experimental”** means services, supplies, care, procedures, treatments or courses of treatment, which:

- Are rendered on a research basis as determined by the United States Food and Drug Administration and the *AMA’s Council on Medical Specialty Societies*.

	All phases of clinical trials shall be considered experimental.
	Phase I, II and III clinical trials shall be considered experimental.

For purposes of the “Dental Benefits” section of the Plan, experimental means services, supplies, care, procedures, treatments or courses of treatment, which:

- Do not constitute accepted dental practice under the standards of the case and by the standards of a reasonable segment of the dental community or government oversight agencies at the time rendered; or
- Are rendered on a research basis as determined by the United States Food and Drug Administration or by a recognized national medical or dental society.

**OPTIONAL – KEEP or REMOVE**

**“Impregnation and infertility treatment”** means...

...artificial insemination,
...fertility <i>drugs</i> ,
...G.I.F.T. (Gamete Intrafallopian Transfer),
... impotency <i>drugs</i> such as Viagra™,
... in-vitro fertilization,
... sterilization,
...reversal of a sterilization operation,
... surrogate mother,
...donor eggs,

... or any type of artificial impregnation procedure, whether or not such procedure is successful.

**“Initial measurement period”** means the initial [ ] [6-12 (that is no shorter in duration than the *standard measurement period*)] consecutive calendar month period of employment for a variable hour *employee* that the *participating employer* will use to look-back and determine your employment status for benefit purposes.

**“Plan year”** means the period commencing [ ] and continuing until the next succeeding anniversary.

**“Stability period”** means the [ ] [6-12 (that is no shorter in duration than the *standard measurement period*)] consecutive calendar month period that begins after the *administrative period*.

**“Standard measurement period”** means the [ ] [3-12] consecutive calendar month period that your *participating employer* will use to look-back and determine your employment status for benefit purposes.

**“Total disability” or “totally disabled”** means...

...the inability of an employee to perform substantially all of the duties of his occupation due to an
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	illness or injury.
	...the inability of an employee to perform the duties of any occupation for which he may be qualified by reason of training, education or experience.

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**HIPAA PRIVACY PRACTICES**

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**Disclosure of Protected Health Information (“PHI”) to the *Plan Sponsor* for *Plan Administration* Purposes**

- The following employees, or classes of employees, or other persons under control of the *Plan Sponsor*, shall be given access to the *PHI* to be disclosed:




**Payment Levels and Limits**

The deductible will not apply to covered expenses unless otherwise noted in this section.

<b>Hospital Inpatient Services</b>			
<b>Percentage Payable For:</b>	<b>PPO Network Providers</b>	<b>Non-PPO Network Providers</b>	<b>Limits:</b>
Medical/Surgical Room & Board & Ancillary			
Intensive Care Unit Room & Board			
Personal Items			
Extended Skilled Nursing Facility, Room & Board & Ancillary			
Rehabilitation Facility Room & Board & Ancillary			

<b>Hospital Newborn Care</b>			
<b>Percentage Payable For:</b>	<b>PPO Network Providers</b>	<b>Non-PPO Network Providers</b>	<b>Limits:</b>
Neo-Natal Room & Board & Ancillary			
Newborn Nursery & Ancillary			

<b>Hospital Mental or Nervous Disorder &amp; Substance Abuse Services</b>			
<b>Percentage Payable For:</b>	<b>PPO Network Providers</b>	<b>Non-PPO Network Providers</b>	<b>Limits</b>
<i>Mental or Nervous Disorder Partial Hospitalization</i> ❖ 2 days equal to 1 inpatient day			
<i>Mental or Nervous Disorder Inpatient Room &amp; Board &amp; Ancillary</i>			
<i>Substance Abuse Care Partial Hospitalization</i> ❖ 2 days equal to 1 inpatient day			
<i>Substance Abuse Care Inpatient Room &amp; Board &amp; Ancillary</i>			

<b>Physician In-Hospital Services</b>			
<b>Percentage Payable For:</b>	<b>PPO Network Providers</b>	<b>Non-PPO Network Providers</b>	<b>Limits</b>
<i>Physician Medical Hospital Visit</i>			
<i>Physician Newborn Visit</i>			
<i>Consultant Visit</i>			

<b>Physician In-Hospital Services</b>			
<b>Percentage Payable For:</b>	<b>PPO Network Providers</b>	<b>Non-PPO Network Providers</b>	<b>Limits</b>
<i>Mental or Nervous Disorder Hospital Visit</i>			
<i>Substance Abuse Hospital Visit</i>			
❖ 2 partial days equal to 1 inpatient day			

<b>Surgical Inpatient Services</b>			
<b>Percentage Payable For:</b>	<b>PPO Network Providers</b>	<b>Non-PPO Network Providers</b>	<b>Limits</b>
Anesthesia			
Assistant Surgeon			
Obstetrical			
Surgeon			

<b>Surgical Outpatient Services</b>			
<b>Percentage Payable For:</b>	<b>PPO Network Providers</b>	<b>Non-PPO Network Providers</b>	<b>Limits</b>
Anesthesia			
Assistant Surgeon			
Obstetrical			
Surgeon			

<b>Professional Interpretation Services Inpatient and Outpatient</b>			
<b>Percentage Payable For:</b>	<b>PPO Network Providers</b>	<b>Non-PPO Network Providers</b>	<b>Limits</b>
Pathologist Fee			
Radiologist Fee			

<b>Hospital Emergency Room Services</b>			
<b>Percentage Payable For:</b>	<b>PPO Network Providers</b>	<b>Non-PPO Network Providers</b>	<b>Limits</b>
<i>Emergency Room - Accident</i>			
\$[_____] penalty for non-emergency use of emergency facilities			
<i>Emergency Room Physician – Accident</i>			
<i>Emergency Room – Illness</i>			
\$[_____] penalty for non-emergency use of emergency facilities			
<i>Emergency Room Physician – Illness</i>			

<b>Accident Expense Benefit</b>			
<b>Percentage Payable For:</b>	<b><i>PPO Network Providers</i></b>	<b><i>Non-PPO Network Providers</i></b>	<b>Limits</b>
All Covered Expenses Within [ ] days of the Accident			

<b>Outpatient Diagnostic Services</b>			
<b>Percentage Payable For:</b>	<b><i>PPO Network Providers</i></b>	<b><i>Non-PPO Network Providers</i></b>	<b>Limits</b>
Diagnostic Laboratory			
Diagnostic X-ray			
Pre-Admission Testing Within [ ] days of admission			

<b>Outpatient Facility Fees</b>			
<b>Percentage Payable For:</b>	<b><i>PPO Network Providers</i></b>	<b><i>Non-PPO Network Providers</i></b>	<b>Limits</b>
Ambulatory Surgery Center			

<b>Outpatient Therapy Services</b>			
<b>Percentage Payable For:</b>	<b><i>PPO Network Providers</i></b>	<b><i>Non-PPO Network Providers</i></b>	<b>Limits</b>
Biofeedback — Medical			
Cardiac Rehabilitation			
Chemotherapy			
Dialysis			
Intravenous Therapy			
Occupational Therapy			
Physical Therapy			
Radiation Therapy			
Speech Therapy			

<b>Physician's Office Services</b>			
<b>Percentage Payable For:</b>	<b><i>PPO Network Providers</i></b>	<b><i>Non-PPO Network Providers</i></b>	<b>Limits</b>
Office Visit			
Allergy Care (extracts, serums, injections)			
Injections			
Diagnostic X-ray			
Diagnostic Laboratory			

<b>Chiropractic Services</b>			
<b>Percentage Payable For:</b>	<b><i>PPO Network Providers</i></b>	<b><i>Non-PPO Network Providers</i></b>	<b>Limits</b>
Chiropractic Visit and Therapies			
Chiropractic X-ray			

<b>Outpatient <i>Mental or Nervous Disorder</i> and <i>Substance Abuse</i> Services</b>			
<b>Percentage Payable For:</b>	<b><i>PPO Network Providers</i></b>	<b><i>Non-PPO Network Providers</i></b>	<b>Limits</b>
Biofeedback – <i>Mental or Nervous Disorder</i> or <i>Substance Abuse</i>			
<i>Mental or Nervous Disorder</i> Office Visit - Outpatient			
<i>Mental or Nervous Disorder</i> Testing and Evaluation			
Social Worker Visit			
<i>Substance Abuse</i> Visit Outpatient			

<b>Preventive Care Services</b>			
<b>Percentage Payable For:</b>	<b><i>PPO Network Providers</i></b>	<b><i>Non-PPO Network Providers</i></b>	<b>Limits</b>
Gynecology Exam			
Immunization (up to [_____] years of age)			
Mammogram (for asymptomatic females over the age of [_____] )			
Pap Test			
Preventive Lab Screening			
General Medical Examination			
Eye Examination			
Hearing Examination			
Preventive X-ray Screening			
Prostate Examination			
Well <i>Child</i> Care (for <i>children</i> up to [_____] [years/months] of age)			

<b>Second Surgical Opinion Services</b>			
<b>Percentage Payable For:</b>	<b><i>PPO Network Providers</i></b>	<b><i>Non-PPO Network Providers</i></b>	<b>Limits</b>
Office Visit For Second Surgical Opinion			

<b>Other Covered Expenses</b>			
<b>Percentage Payable For:</b>	<b><i>PPO Network Providers</i></b>	<b><i>Non-PPO Network Providers</i></b>	<b>Limits</b>
Ambulance — Air Transportation			
Ambulance — Ground Transportation			
Blood and Administration			
<i>Durable Medical Equipment</i>			
Home Health Services			
Hospice			

<b>Other Covered Expenses</b>			
<b>Percentage Payable For:</b>	<b><i>PPO Network Providers</i></b>	<b><i>Non-PPO Network Providers</i></b>	<b>Limits</b>
Lenses Following Cataract Surgery			
Oxygen and Administration			
Prosthetic Devices			
RN & LPN Services Outpatient			
<i>[For non-grandfathered]</i> Routine Patient Costs for an Approved Clinical Trial			
All Other Covered Expenses			

<b>Replacement of Organs/Tissues (Transplant Procedures)</b>			
<b>Percentage Payable For:</b>	<b><i>PPO Network Provider</i></b>	<b><i>Non-PPO Network Provider</i></b>	<b>Limits</b>
Organ procurement and acquisition			
Transplant Procedure			