

# **AultCare Insurance Company Canton, Ohio**

## **Certificate of Coverage and Benefits**

This Certificate explains the basics of Your Health Care Coverage, Benefits and duties under the Master Group Policy, which is a part of this Certificate, gives the details of Your Coverage, including exceptions to the general Exclusions, as well as the rules You must follow, and how much You may need to pay. Keep them in a safe place. Check both this Certificate and Your Benefits Chart when You have questions.

**NOTICE: IF YOU OR YOUR FAMILY MEMBERS ARE COVERED BY MORE THAN ONE HEALTH CARE PLAN, YOU MAY NOT BE ABLE TO COLLECT BENEFITS FROM BOTH PLANS. EACH PLAN MAY REQUIRE YOU TO FOLLOW ITS RULES OR USE SPECIFIC DOCTORS AND HOSPITALS, AND IT MAY BE IMPOSSIBLE TO COMPLY WITH BOTH PLANS AT THE SAME TIME. READ ALL OF THE RULES VERY CAREFULLY, INCLUDING THE COORDINATION OF BENEFITS SECTION AND COMPARE THEM WITH THE RULES OF ANY OTHER PLAN THAT COVERS YOU OR YOUR FAMILY.**

Please call 330-363-6360 or toll-free for members outside Stark County at 1-800-344-8858 to talk to the AultCare Service Center, or visit our website at [www.aultcare.com](http://www.aultcare.com). You also may write us at

**AultCare Service Center  
P.O. Box 6910  
Canton, OH 44706**

## Table of Contents

SECTION 1 – BASIC INFORMATION AT A GLANCE.....	4
SECTION 2—FRAUD WARNING.....	7
SECTION 3 – ENROLLEE RIGHTS AND RESPONSIBILITIES .....	8
SECTION 4 – LET YOUR RETIREMENT SYSTEM KNOW WHEN YOUR.....	9
RECORDS NEED TO BE UPDATED.....	9
SECTION 5 – ELIGIBILITY FOR COVERAGE AND BENEFITS.....	10
CHECK STATE TEACHERS RETIREMENT SYSTEM OF OHIO HEALTH CARE MANUAL FOR DETAILS.....	10
SECTION 6 – SPECIAL CIRCUMSTANCES FOR A CHILD WITH A DISABILITY.....	11
CHECK STATE TEACHERS RETIREMENT SYSTEM OF OHIO HEALTH CARE MANUAL FOR DETAILS.....	11
SECTION 7 —ENROLLMENT .....	12
CHECK STATE TEACHERS RETIREMENT SYSTEM OF OHIO HEALTH CARE MANUAL FOR DETAILS.....	12
SECTION 8—COVERAGE.....	13
CHECK STATE TEACHERS RETIREMENT SYSTEM OF OHIO HEALTH CARE MANUAL FOR DETAILS.....	13
SECTION 9 —COVERAGE FOR BENEFIT RECIPIENTS .....	13
CHECK STATE TEACHERS RETIREMENT SYSTEM OF OHIO HEALTH CARE MANUAL FOR DETAILS.....	13
SECTION-10 —COVERAGE FOR DEPENDENTS .....	14
CHECK STATE TEACHERS RETIREMENT SYSTEM OF OHIO HEALTH CARE MANUAL FOR DETAILS.....	14
SECTION 11—EVENTS THAT CAN AFFECT ELIGIBILITY, COVERAGE AND BENEFITS.....	15
CHECK STATE TEACHERS RETIREMENT SYSTEM OF OHIO HEALTH CARE MANUAL FOR DETAILS.....	15
SECTION 12—COBRA .....	16
SECTION 13—CONVERTING TO AN INDIVIDUAL HEALTH CARE COVERAGE CONTRACT.....	19
SECTION 14—GUARANTEED RENEWABILITY.....	20
SECTION 15—USING NETWORK PROVIDERS .....	20
SECTION 16—COVERED SERVICES (BENEFITS) .....	22
CHECK YOUR BENEFITS CHART FOR DETAILS .....	22
SECTION 17—COVERED OUTPATIENT SERVICES .....	22
CHECK YOUR BENEFITS CHART AND YOUR EXCLUSION LIST FOR DETAILS .....	22
SECTION 18 – COVERED INPATIENT HOSPITAL SERVICES.....	27
CHECK YOUR BENEFITS CHART FOR DETAILS .....	27
SECTION 19 – EMERGENCY AND URGENT CARE SERVICES.....	28
CHECK YOUR BENEFITS CHART FOR DETAILS .....	28
SECTION 20 –OTHER COVERED SERVICES.....	30
CHECK YOUR BENEFITS CHART FOR DETAILS .....	30
SECTION 21—EXCLUSIONS.....	43

<b>SECTION 22—USING YOUR AULTCARE CARD.....</b>	<b>47</b>
<b>SECTION 23—YOUR RESPONSIBILITY FOR COPAYMENTS, DEDUCTIBLES, COINSURANCE .....</b>	<b>47</b>
<b>CHECK YOUR BENEFITS CHART FOR DETAILS .....</b>	<b>47</b>
<b>SECTION 24—REFERENCE BASED PRICING (“RBP”).....</b>	<b>48</b>
<b>SECTION 25—FILING YOUR CLAIM.....</b>	<b>49</b>
<b>SECTION 26—YOUR HIPAA PRIVACY RIGHTS .....</b>	<b>50</b>
<b>SECTION 27—BENEFIT DETERMINATION.....</b>	<b>50</b>
<b>SECTION 28—COORDINATION OF THIS CONTRACT’S BENEFITS WITH OTHER BENEFITS .....</b>	<b>50</b>
<b>MEDICARE PROVISION.....</b>	<b>56</b>
<b>SECTION 29—EXPLANATION OF BENEFITS (“EOB”).....</b>	<b>56</b>
<b>SECTION 30- SUBROGATION, REIMBURSEMENT AND OTHER INSURANCE.....</b>	<b>57</b>
<b>SECTION 31- DETERMINATION OF TIME FRAMES.....</b>	<b>59</b>
<b>SECTION 32 –QUESTIONS, COMPLAINTS, REVIEW AND APPEALS.....</b>	<b>61</b>
<b>SECTION 33- EXTERNAL REVIEW .....</b>	<b>64</b>
<b>SECTION 34- EXPEDITED REVIEW .....</b>	<b>66</b>
<b>SECTION 35—OTHER RIGHTS YOU MAY HAVE.....</b>	<b>67</b>
<b>SECTION 36—DEFINITIONS .....</b>	<b>68</b>
<b>SECTION 37—HIPAA PORTABILITY .....</b>	<b>85</b>
<b>SECTION 38—IMPORTANT TELEPHONE NUMBERS AND ADDRESSES.....</b>	<b>85</b>
<b>SECTION 39 – MISCELLANEOUS.....</b>	<b>86</b>
<b>SECTION 40- OHIO LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION NOTICE.....</b>	<b>87</b>

## **Section 1 – Basic Information at a Glance**

Thank You for choosing AultCare Insurance Company.

### **A. Who We Are**

Your Coverage and Benefits are through a Master Group Policy between State Teachers Retirement System Of Ohio and AultCare Insurance Company. AultCare Insurance Company has a contract with its affiliate, AultCare Corporation, to provide Services. AultCare Insurance Company may do business as “AultCare.” Your ID card may read AultCare Insurance Company or AultCare.

We may use “AultCare,” or “We,” or “Us” to mean AultCare Insurance Company.

We will use “You” to mean You as the Benefit Recipient and to Your Eligible Dependents who are Covered under the Master Group Policy between AultCare Insurance Company and State Teachers Retirement System Of Ohio. In the case of a Retiree or Survivor plan, “You” will refer to the retiree or benefit recipient rather than the Benefit Recipient.

We will use Retirement System to mean State Teachers Retirement System Of Ohio, who is the Policyholder of the Master Group Policy.

### **B. Why You Are Receiving this Certificate**

Your Retirement System has a Master Group Policy with AultCare Insurance Company to provide health Coverage and Benefits to You and Your Eligible Dependents.

This Certificate summarizes Your Coverage and Benefits for under the Master Group Policy. It is NOT an insurance policy or insurance contract with You. It does not alter the Coverage, Benefits, or terms of the Master Group Policy.

Keep this Certificate in a safe place. Your Retirement System may give You a Summary Plan Description. In some cases, this Certificate may act as the Summary Plan Description.

### **C. Using this Certificate and Benefits Chart**

This Certificate explains the basics of Your Coverage and Benefits under the Master Group Policy. Your Benefits Chart, which is a part of this Certificate, gives the details of Your Coverage, including exceptions to the general Exclusions, as well as the rules You must follow, and how much You may need to pay. The Benefits Chart is not an insurance policy or insurance contract with You. Check both this Certificate and **Your Benefits Chart** when You have questions.

### **D. Independent Medical Decisions**

AultCare does not employ Network Providers. AultCare does not practice medicine. Your Doctor is an independent practitioner. AultCare does not tell Your Doctor how to practice medicine. AultCare does not forbid Network Providers from talking to You about treatment options, even if these options are not Covered.

Your Doctor is solely responsible for the medical care he or she provides. Hospitals and other Providers are solely responsible for the Services they provide.

AultCare is not liable if Doctors, Hospitals, pharmacies or others make mistakes about Your care. This applies to Network Providers and Non-Network Providers. You must not file a lawsuit against AultCare Insurance Company or AultCare for the negligence of Providers.

#### **E. Claim Forms**

You do not need to send in Claim forms when You go to a Network Provider. You may need to send in forms if You go to a Non-Network Provider.

Written proof of loss or Claims must be furnished to Us within 90 days after the Termination of the period for which We are liable and in cases of Claims for any other loss within 90 days after the date of loss.

Failure to furnish proof within the time required will not invalidate or reduce any Claim if it was not reasonably possible to give proof within the appropriate timeframe, provided that documentation is provided as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

#### **F. Assignment**

Benefits payable under the Policy shall be paid, with or without assignment from You, to public Hospitals or clinics for Services and supplies provided to You when a proper Claim is submitted by the public Hospital or clinic. No Benefits shall be paid to the public Hospital or clinic if such Benefits have been paid to You prior to our receipt of the Claim. Payment of Benefits to the public Hospital or clinic shall discharge us from all liability to You to the extent of such Benefits.

No properly filed assignment of Benefits to any person or organization other than a public Hospital or clinic is binding.

AultCare does not release any Plan governing documents to third parties (i.e. Providers, legal representatives, etc.) unless requested through a Court Order.

#### **G. Case Management**

Utilization Management nurses and Care Coordination Nurses coordinate Your Inpatient and Outpatient Medical or Behavioral Health/Substance Abuse/Opioid Abuse care with Providers. These teams will review Your plan of treatment, expected length of Hospital stay (if You are admitted to a Hospital), and other details of Your care to make sure You receive appropriate Benefits.

#### **H. Utilization Management**

Certain Services, such as admissions, Referrals, Home Health Care Services, Skilled Nursing Facility Services, and Durable Medical Equipment, and genetic testing need Pre-Approval by the Utilization Management Department or affiliated vendor, evCore healthcare. Please note that this is not an exhaustive list of Services that require Pre-Approval. For a complete list, please contact the AultCare Service Center.

Requests for opioid dependence treatment at any level of care throughout the continuum will be

handled as an expedited review.

We will use “UM” throughout this Certificate to mean Utilization Management. UM will promptly notify You of its decisions in writing.

If You are in the middle of ongoing Health Care, such as a Hospital stay, and a decision is made not to Cover all or part of Your stay, Coverage for Your Health Care will continue until You are notified of the decision. Benefits may stay the same for this period.

In extreme situations or catastrophic illness, You may be able to receive Benefits for Services that are not specifically Covered if they can be offered in a non-Hospital setting. Utilization Management will decide when this is appropriate.

In situations where a faster decision is needed because of Your medical condition, UM will review the case as quickly as possible. We will promptly notify You in writing. If You are unhappy with UM’s decision, You can Appeal.

Our UM Department may require Pre-Approval, Concurrent Review and Second Surgical Opinions.

### **Pre-Approval**

Pre-Approval (also called “Pre-Certification” or “Pre-Authorization”) is an evaluation of Your medical case by Your Provider and AultCare medical professionals to determine the appropriateness and Medical Necessity of Your Hospital admission and expected length of stay. If You do not receive Pre-Approval and it is later determined by our UM Department that the service is not Medically Necessary, the claim will not be paid. It means You or Your Network Provider must notify UM before You may receive certain Services, such as an elective Hospital stay, Transplants, and other Outpatient and Provider Services. Certain Referrals by Providers may require Pre-Approval. Pre-Approval is needed to help determine if other appropriate medical care possibilities have been explored and are within acceptable time elements. Charges that exceed the Reference Based Pricing allowance, also called “RBP,” are not covered. The fact that a Provider referred You for certain Services, or that Pre-Approval was given, does not guarantee that Your Claim will be paid at the Network Provider level, or at the highest Benefit Level. Pre-Approval is not required for treatment of Emergency Medical Conditions.

1. You need to be Pre-Approved when:
  - a. You are admitted to the Hospital.
  - b. You need to be seen by a Non-Network Provider, and You are requesting payment at the Network Provider rate.
  - c. You need Durable Medical Equipment with a purchase price of \$2,500 or greater.
  - d. Your Physician ordered genetic testing.
  - e. Your Physician orders or You are receiving care or treatment that requires a prior assessment to determine if the service meets clinical requirements for Medical Necessity, appropriateness, level of care, or effectiveness.

## 2. How to Request Pre-Approval:

For certain Diagnostic and Therapeutic Services including, but not limited to, CT , MRI, PET , Nuclear Cardiology, Medical Oncology, Radiation Therapy and Molecular Diagnostic Services, Your Provider may contact eviCore healthcare at 866-699-8128 to request Pre-Approval.

- a. Network Providers may contact the UM Department and request Pre-Approval or the Network Provider may;
- b. Visit the AultCare website at [www.AultCare.com](http://www.AultCare.com) to access the electronic Prior-Authorization portal.
- c. If You use a Non-Network Provider, You must ensure that the Non-Network Provider contacts the UM Department to request Pre-Approval before You receive Services.
- d. You must be Pre-Approved within two Business Days from when You become a Hospital Inpatient, or as soon as reasonably possible.

### **Concurrent Review**

Concurrent Review is completed by AultCare Nurses in the UM Department when:

1. You are in the Hospital.
2. You have ongoing mental/behavioral health or alcohol/substance abuse treatment.
3. You have Home Health Care/Skilled Nursing Facility Services.
4. You are receiving Health Care goods or Services that continue over an extended period.

### **I. Definitions**

Some terms in this Certificate have special meaning. Capitalized terms are defined in Section 37. If You do not know what a term means, call Us at 330-363-6360 or 1-800-344-8858.

### **Section 2—Fraud Warning**

Any person who intentionally sends in an application or files a Claim containing a false or deceptive statement is guilty of insurance Fraud. If You know of Fraud, or believe Fraud may be occurring, contact our website at [www.aultcare.com](http://www.aultcare.com), or call Us at the Fraud hotline **1-800-204-5119**, or **330-363-2887**, or write Us at:

**AultCare  
P.O. Box 6910  
Canton, Ohio 44706**

## **Section 3 – Enrollee Rights and Responsibilities**

Quality Health Care and Benefits are responsibilities You share with Your Doctors and Your Plan. We want You to know Your responsibilities and rights. They are based on common sense, courtesy, and honest communication. If You have a question, concern, or a recommendation for how AultCare could improve its policies for promoting Enrollee responsibilities and rights, email us via our website at [www.aultcare.com](http://www.aultcare.com).

### **You have a Right to:**

- Receive information about the organization, its Services, its practitioners and Providers, and Member rights and responsibilities.
- Receive information about Your Coverage and Services.
- A list of Doctors, Hospitals, and other Network Providers. See our website, [www.aultcare.com](http://www.aultcare.com).
- Be treated with dignity and respect.
- A frank discussion with Your Doctor about Your medical condition, including appropriate and Medically Necessary treatment options, regardless of cost or Benefit Coverage and to participate in making decisions about Your Health Care. Your Doctors are independent. They are not restricted or prohibited from discussing treatment options with You, including those that are not covered.
- Privacy of Your Health Care and Claims information. Your Protected Health Information will be used to pay Claims, as permitted by HIPAA and as described in Your Notice of Privacy Practices. Protected Health Information will not be disclosed to others without Your authorization, except as permitted by HIPAA and state law.
- Ask questions, raise concerns, make Complaints, and Appeal Denials as explained in Your Certificate or Benefits booklet.
- To make recommendations about AultCare's Member Rights and Responsibilities Policy.
- Request accommodation if you have limited knowledge of the English language.

### **You have a Responsibility to:**

- Take Your AultCare ID card when You go to the Doctor, Hospital, drug store, or Health Care Provider. It contains important information. Having Your card may help save time and prevent mistakes.
- Tell the Doctor or Nurse about Your condition. Tell Your Doctor what medications You are taking. Answer any questions the Doctor or Nurse may ask You completely and truthfully. This information may help Your Doctor form treatment goals and alternatives. Understand Your health problems and participate in developing mutually agreed-upon goals.
- Ask questions if You do not understand something about Your medical condition and the treatment alternatives (including medications) the Doctor is recommending.

- Follow Your Doctor’s medical advice and instructions. Take medications as directed. Let the Doctor know if You have a bad reaction. Let Your Doctor know if Your symptoms do not get better, or if they get worse. Schedule recommended follow-up appointments.
- Live a healthy lifestyle.
- Be an informed Enrollee by checking Your Benefits Chart (Schedule of Benefits).
- Let Your Retirement System know if there are changes with You and Your Dependents.
- Get all required Pre-Approvals (Pre-Certification).
- Call AultCare if You have questions about Your Coverage or responsibilities.

## **Section 4 – Let Your Retirement System Know When Your Records Need To Be Updated**

### **A. Keeping Your Records Up-to-Date is IMPORTANT**

Having up-to-date records about You and Your Dependents is needed to know what Services are Covered and what Benefits You may receive. Out-dated or incorrect information can cause mistakes, delays or Denial of Coverage.

### **B. Updating Records**

Tell Your Retirement System within **31** calendar days if there are changes in Your name, address, phone number, marital status, or if there are changes with Your Dependents, such as when You have a Newborn or Adopted Child.

The Coverage for newly born Children shall consist of Coverage from birth through the 31st day of life and shall include, but not be limited to, necessary care and treatment of medically diagnosed congenital defects and birth abnormalities.

If the addition of a child requires additional premium, AultCare may require payment of the required premium be paid within thirty-one days after the date of birth in order to have the coverage continue beyond such period.

You need to Tell AultCare about any changes to Your Coverage, including Coverage and Benefits You or Your Dependents may have from other insurance.

### **C. Using Your Current AultCare Card**

It is important that You use Your current AultCare card when You go to the Hospital, see Your Doctor or other Provider, or go to the drug store. Let Your Provider know when You get a new AultCare card or if Your Coverage or Benefits change.

## **Section 5 – Eligibility for Coverage and Benefits**

### **Check State Teachers Retirement System Of Ohio Health Care Manual for Details**

#### **A. Eligibility**

Eligibility means that a Benefit Recipient or Dependent meets the requirements to enroll as a Covered Person in the Master Group Policy and receive Coverage and Benefits.

#### **B. Benefit Recipient Eligibility**

You are Eligible if:

1. You meet Your Retirement System Eligibility policies. Check State Teachers Retirement System Of Ohio Health Care Manual.
2. You meet Your Retirement System Waiting Period. Check State Teachers Retirement System Of Ohio Health Care Manual.

#### **C. Eligibility of Your Spouse as a Dependent**

Your Spouse may be Eligible as a Dependent if You are legally married.

#### **D. Eligibility of Children as Dependents**

Your Children may be Eligible as Dependents if the Child is:

1. Your natural-born or legally Adopted Child who has not yet reached the end of the month in which they turn 26.
2. Your Stepchild who is under the age of 26.
3. Named in a Qualified Medical Child Support Order and is otherwise Eligible for Coverage. We will enroll for immediate Coverage under this Policy any Dependent who is the subject of a Medical Child Support Order that is not already covered by this Policy as an Eligible Dependent once we determine that such order meets the standards for qualification under Section 609 of the Employee Retirement Income Security Act.
4. A Child for whom the court has named You Guardian or named You as having legal custody or has been placed for adoption.
5. Please refer to Your Retirement System's Health Care Manual.

A Dependent Child of a Benefit Recipient is eligible for coverage if the Dependent Child:

1. Is a Dependent biological Child, a non-biological Child who is legally adopted, a Stepchild or a Child for whom You have been appointed legal guardian; and the Child is under age 26.

### **Sponsored Dependent**

To be eligible for coverage, a Child sponsored Dependent must be under age 26 and unable to qualify as a Dependent Child. An adult sponsored Dependent must be age 26 or older and unable to qualify as a Dependent Child or as a spouse. Sponsored Dependents who may qualify for Health Care Coverage include:

- A blood relative living in the home of a benefit recipient. "Home" includes a convalescent center or any other type of institution that retains the person only temporarily. To qualify as a blood relative, a person must have a direct genetic relationship to the benefit recipient, rather than a relationship through marriage.
- A blood relative not living in the home of the benefit recipient, but receiving 50% or more financial support from the recipient in the last six months.
- Any person (including the spouse of a survivor benefit recipient) living in the home of a benefit recipient and receiving 50% or more financial support from the survivor or benefit recipient in the last six months.
- Any person living in the home of an unmarried service retirement or disability benefit recipient who does not Claim the sponsored Dependent as a financial Dependent on the IRS tax return.
- Please refer to Your Retirement System's Health Care Manual for Sponsored Dependent language.

### **E. No Genetic Screening**

Eligibility for Coverage is not subject to genetic testing or any results of genetic testing.

### **F. Tell Your Retirement System When a Dependent No Longer is Eligible**

You must tell Your Retirement System within 31 calendar days if a Child no longer is Eligible as a Dependent.

## **Section 6 – Special Circumstances for a Child with a Disability**

### **Check State Teachers Retirement System Of Ohio Health Care Manual for Details**

A dependent Child, who cannot maintain self-sustaining employment and is primarily dependent upon the policy holder for support and maintenance because of an Intellectual disability or Physical handicap, may continue as an Eligible Dependent if:

1. The Child became incapacitated while insured as a Dependent by AultCare, or by another Health Care Plan, before that Child reaches the Limiting Age of 26.
2. You give proof of incapacity and dependence within 31 days of the Child reaching the Limiting Age of 26. We may request proof annually after the initial two years of the Child reaching the Limiting Age of 26.

## **Section 7 —Enrollment**

### **Check State Teachers Retirement System Of Ohio Health Care Manual for Details**

#### **A. Enrollment**

Enrollment means You and Your Dependents may sign up for Coverage and Benefits under Your Retirement System's Master Group Policy.

#### **B. Initial Enrollment**

Initial Enrollment is when a new Benefit Recipient must complete an Enrollment Application. Some plans permit You to complete Initial Enrollment within **31** calendar days from the date You are retired. Other plans permit Initial Enrollment **31** calendar days from the date of new Eligibility after You complete a Waiting Period. Check State Teachers Retirement System Of Ohio Health Care Manual to see if You have a Waiting Period.

#### **C. Open Enrollment**

Some Retirement Systems have Open Enrollment periods when Eligible Benefit Recipients are given the option to:

1. Pick a different Health Care Plan.
2. Add or drop Health Care Coverage.
3. Add or drop Dependents

Coverage and Benefits for the each Plan Year may stay the same, but Your Contribution Rate may change. Check with Your Retirement System.

If You choose not to enroll Yourself or Your eligible Dependents during Your Retirement System's Open Enrollment period or within 31 days following the date of any event that qualifies for special enrollment, You must wait until the next annual Open Enrollment period.

#### **D. Special Enrollment**

Special Enrollment is when an Eligible Benefit Recipient, who did not enroll in the Plan when Eligible or during Open Enrollment, may enroll because of special circumstances. Unless specifically stated otherwise, You may enroll within 31 days from the date of a triggering event

#### **E. Dependent Special Enrollment**

Dependent Special Enrollment is when an Eligible Dependent of an Employee may enroll because of marriage, birth, adoption, or Placement for Adoption. An Eligible Dependent also may enroll during the Dependent Special Enrollment Period if that Dependent previously had not been Eligible to enroll during Open Enrollment, or the Dependent did not enroll because of other Coverage, which that Dependent no longer has. If You are required by Court or Administrative Order to provide Coverage to a Child, the Child may be enrolled in this Plan without any enrollment period restrictions.

## **F. How to Enroll**

To enroll for Coverage and Benefits under the Master Group Policy, You must timely complete an Enrollment Application in a timely manner.

## **G. How to Add a Dependent**

To add an Eligible Dependent, see Your Retirement System as soon as possible. Fill out and return an Enrollment Application as soon as reasonably possible after the Triggering Event.

## **H. How to Drop a Dependent**

To drop a Dependent, see Your Retirement System as soon as possible.

## **I. When You Need to Update Enrollment Information**

There are times when You must update Enrollment information. For example, You must end Coverage for an ex-Spouse in a divorce. You must give us a time-stamped Divorce Decree. You must end Coverage for a Child who is **26** years or older, unless that Child is disabled. **Check State Teachers Retirement System Of Ohio Health Care Manual**

See Your Retirement System as soon as possible to update, change or end Coverage for Yourself or for a Dependent.

## **Section 8—Coverage**

### **Check State Teachers Retirement System Of Ohio Health Care Manual for Details**

Coverage means that period when You and Your Dependents are Eligible to receive Benefits for Covered Services under the Master Group Policy.

## **Section 9 —Coverage for Benefit Recipients**

### **Check State Teachers Retirement System Of Ohio Health Care Manual for Details**

Each Benefit Recipient who meets eligibility guidelines on the date the Master Group Policy takes effect will be eligible for Coverage on that date. Each Benefit Recipient who meets said guidelines after this date may be eligible for Coverage on the first day after he or she completes the Waiting Period.

If Your Coverage is Noncontributory, it will be Effective on the first day of the month following the day You become Eligible.

If Your Coverage is Contributory, it will be Effective after You apply for Coverage and agree in writing to pay the required Contributions. Coverage will begin on the first day of the month following the day You become eligible, unless Your Retirement System has a Waiting Period. If You are a Small Group, Coverage may begin on the first day after the Waiting Period.

Check State Teachers Retirement System Of Ohio Health Care Manual to see when Your Coverage ends.

## **Section-10 —Coverage for Dependents**

### **Check State Teachers Retirement System Of Ohio Health Care Manual for Details**

#### **A. Date Your Dependents are Eligible for Coverage**

Your Dependents will be Eligible for Coverage the later of:

1. The date You are Eligible for Benefit Recipient's Coverage, or
2. The date You gain a Dependent.
3. If the Dependent is Your Stepchild, include a copy of a complete, official, time-stamped and recorded final divorce decree or Court Order that indicates who is responsible for health coverage.

#### **B. To Add a Dependent**

1. Fill out the Enrollment form provided by Your retirement system. If You are adding a Newborn (or adopted Child). Include the Newborn Dependent's name, social security number (if available), date of birth (or other Triggering Event) and Coordination of Benefits information. If the Newborn does not yet have a social security number, You may submit the Enrollment form without the Newborn's social security number. Please apply for a social security number right away. Once You get it, give it to Your Retirement System.
2. If the Dependent is Your Stepchild, include a copy of a complete, official, time-stamped and recorded final Divorce Decree or Court Order that indicates who is responsible for Health Care Coverage.

See Your Retirement System as soon as possible to update, change or end Coverage for Yourself or for a Dependent.

#### **C. Date Dependent Coverage Takes Effect**

1. If Coverage is Noncontributory (See State Teachers Retirement System Of Ohio Health Care Manual), it will become Effective for Your Dependent on the day the Dependent becomes Eligible and Coverage becomes Effective. You must be Covered in order for Your Dependents to be Covered, unless Your Retirement System has specifically provided otherwise.
2. If Dependent Coverage is Contributory ( see State Teachers Retirement System Of Ohio Health Care Manual), it will become Effective after You apply for Dependent Coverage on the Enrollment Form and agree in writing to pay the required Contributions for Your Dependent, and on the date Your Dependent becomes Eligible.
3. On the date of birth for a Child born after the Effective Date of Your Coverage. If Your Plan requires an additional premium payment to maintain coverage for the Child, You must notify Your Employer

of the Birth and request Coverage for that Child within the 31-day period following the Child's birth in order to continue coverage after the initial 31-day coverage period.

4. On the date of adoption, Placement for Adoption, or Court or Administrative Order to provide health insurance to a Child. Coverage will be effective for the first 31 days following adoption, Placement for Adoption or Court or Administrative Order requiring You to provide health insurance to a Child. You must notify Your Retirement System of the adoption, Placement for Adoption, or Court or Administrative order as soon as reasonably possible following the date of such event. . You may need to pay an additional premium for coverage beyond the 31 days.

#### **D. To End Dependent Coverage**

1. To end Coverage for a Dependent, tell Your Retirement System within **31** calendar days from the Triggering Event.
2. If Your Spouse is ending Coverage as a Dependent, he or she must sign the Enrollment form stating that he or she no longer is Covered by Your Plan

#### **E. Date Dependent Coverage Ends**

Check State Teachers Retirement System Of Ohio Health Care Manual or ask Your Retirement System.

### **Section 11—Events that Can Affect Eligibility, Coverage and Benefits**

#### **Check State Teachers Retirement System Of Ohio Health Care Manual for Details**

#### **A. Enrolling in Medicare**

Tell Your Retirement System if You or a Dependent enrolls in Medicare. Your Coverage may no longer be Primary if You or Your Dependent enrolls in Medicare. Reference the 'Coordination of this Contract's Benefits with Other Benefits' section of this document.

#### **B. Going on Military Duty**

##### **1. USERRA**

If Coverage would terminate because You take a leave of absence under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), as modified by the Veterans' Benefits Improvement Act of 2004, Your Benefits may continue for the lesser of the period of leave or **24** months. Coverage may Continue only as long as You make the required Contributions. If You are on a USERRA leave for less than **31** calendar days, You must make the same Contribution as is required for active Benefit Recipients. If You are on a USERRA leave for **31** calendar days or longer, You may be required to pay up to 102% of the full cost (Benefit Recipient and Retirement System Contributions) of Coverage.

##### **2. Ohio Law for Reservists Called or Ordered to Active Duty**

- a. If You are a reservist who is called or ordered to active duty, Your Retirement System must notify You of the option to continue Coverage for up to **18** months after the date on which the Coverage otherwise would end because You are called or ordered to active duty. You may continue to receive Coverage for up to **18** months, so long as You or Your Retirement System pays the Premium.
- b. Coverage may be continued for up to **36** months if any of the following occur during that **18** month period:
  - i. Death, divorce or separation of the reservist.
  - ii. A reservist's Dependent Child ceases to meet Eligibility requirements.
- c. You must give Your Retirement System a written election to continue Coverage. You may be required to pay the Retirement System the first payment. Your Retirement System must receive the written election and payment no later than **31** calendar days after the date on which Your Coverage otherwise would end. You must continue to pay the monthly amount to keep Coverage. See Your Retirement System or call Us if You have any questions.

### **C. Workers' Compensation**

This Plan is not a Workers' Compensation policy and is not issued in lieu thereof. The benefits under this Certificate are not designed to duplicate benefits that Members are eligible for under the Workers' Compensation Law. All money paid or owed by Workers' Compensation for services provided to a Member shall be paid back by, or on behalf of, the Member to the Plan if the Plan has made or makes payment for the services received. It is understood that coverage under this Certificate does not replace or affect any Workers' Compensation coverage requirements and this Certificate does not satisfy any requirements for Coverage by Workers' Compensation Insurance.

This plan does not cover:

1. Charges eligible for coverage under any Workers' Compensation Law or similar law.
2. Injuries at work if Workers' Compensation is available, required, or applicable, regardless of whether a Workers' Compensation Claim is filed.
3. Charges for You, Your Dependents, or Spouse for a work related injury or illness while self-employed if eligible to obtain coverage under any Workers' Compensation Act or similar law.

### **Section 12—COBRA**

This notice contains important information about Your right to COBRA continuation coverage, which is a temporary extension of coverage under a State Teachers Retirement System Of Ohio sponsored health plan (the Plan). The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985. COBRA continuation coverage can become available to qualified beneficiaries (Spouses and Children) who lose health coverage under the Plan due to certain events. For additional information about Your rights and obligations under the Plan and under federal law, please contact Your COBRA administrator.

## **What is COBRA Continuation Coverage?**

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a “qualifying event”. Specific qualifying events are listed below. After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary”. A covered spouse or Dependent Child of a member could become a qualified beneficiary if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage are required to pay for the coverage.

1. If You are a covered spouse, You may become a qualified beneficiary if You lose Your coverage under the plan because of the following qualifying events:
  - a. Your spouse dies; or
  - b. You become divorced or legally separated from Your spouse.
2. If You are a covered Child (biological or adopted), You may become a qualified beneficiary if You lose coverage under the Plan because of the following qualifying events: (1) Your parent dies; (2) Your parents become divorced or legally separated; or (3) You are no longer eligible for coverage under the Plan as a Dependent Child.

## **When is COBRA Coverage Available?**

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the COBRA Administrator has been notified that a qualifying event has occurred.

1. When the qualifying event is failure to meet eligibility requirements or the death of a covered member or parent, SERS must notify the COBRA Administrator of the qualifying event.
2. For other qualifying events (divorce or legal separation of the member and spouse, or a Child losing eligibility for coverage as a Dependent Child), You must notify the COBRA Administrator within 60 days after the qualifying event occurs.

## **How is COBRA Coverage Provided?**

Once the COBRA Administrator receives 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 members may elect COBRA continuation coverage on behalf of their spouse, and parents may elect COBRA continuation coverage on behalf of their Children.

## **How Long Does COBRA Coverage Last?**

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the member, divorce or legal separation, or a Child losing eligibility as a Dependent Child, COBRA continuation coverage may last for up to a total of 36 months.

COBRA continuation coverage begins on the date that Plan coverage would otherwise have been lost by reason of a qualifying event and stops at the end of the maximum period. It may stop earlier if: (1) premiums are not paid on a timely basis; (2) after the COBRA election, coverage is obtained with another group health plan; Medicare coverage is obtained before COBRA election, COBRA coverage may not be discontinued, even if the other coverage continues after the COBRA election.)

**EXCEPTIONS:** There are three (3) exceptions:

1. If an Employee or family member is disabled at any time during the first sixty (60) days of continuation coverage (running from the date of termination of employment or reduction in hours), the continuation coverage period for all qualified beneficiaries under the qualifying event is twenty-nine (29) months from the date of termination or reduction in hours. The Social Security Administration must formally determine under Title II (Old Age, Survivors, and Disability Insurance) or Title XVI (Supplemental Security Income) of the Social Security Act that the disability exists and when it began. For the twenty-nine (29)-month continuation coverage period to apply, notice of the determination of disability under the Social Security Act must be provided to the Company or the Plan Administrator both within the eighteen (18)-month coverage period and within sixty (60) days after the date of the determination.
2. If a second qualifying event that gives rise to a thirty-six (36)-month maximum coverage period (for example, the Employee dies or becomes divorced) occurs within an eighteen (18)-month or twenty-nine (29)-month coverage period, the maximum coverage period becomes thirty-six (36) months from the date of the initial termination or reduction in hours for the Spouse or Dependent child.
3. If within the eighteen (18) month period after Medicare entitlement, the Employee experiences a qualifying event (due to termination or reduction of hours worked) then the period of continuation for family members, other than the Employee, who are qualified beneficiaries, is up to thirty-six (36) months from the date of Medicare entitlement.

If the Employee experiences a qualifying event on or before the date of Medicare entitlement, or after the expiration of the eighteen (18) month period after Medicare entitlement, both Employee and family members who are qualified beneficiaries are entitled to up to eighteen (18) months from the date of the qualifying event.

If the Employee's Medicare entitlement follows an initial qualifying event (due to termination or reduction of hours worked) and would have resulted in a loss of coverage had it occurred before the initial qualifying event, then other family members who are qualified beneficiaries will be allowed to elect COBRA coverage up to thirty-six (36) months from the date of the initial qualifying event.

### **For More Information**

For more information about Your COBRA rights under the Public Health Services Act, visit the Centers for Medicare & Medicaid Services (CMS) Website at [www.cms.gov/COBRAContinuationofCov](http://www.cms.gov/COBRAContinuationofCov). You can also call CMS toll-free at 1-800-633-4227.

Specific questions about Your COBRA continuation coverage rights as a State Teachers Retirement System Of Ohio enrollee should be addressed to Your COBRA Administrator:

Benefit Services A Division of Medical Mutual Services, LLC 3636 Copley Road, Suite 201 P.O.  
Box 4138 Akron, OH 44321 Phone: 1-800-367-3762 (toll-free) Fax: 330-666-6685

## **Notify Your COBRA Administrator of Address Changes**

To protect Your family's rights, You should keep the COBRA 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 COBRA Administrator.

## **Section 13—Converting To An Individual Health Care Coverage Contract**

### **A. Eligibility**

When You or Your Dependent's Coverage with AultCare ends under Your Retirement System's Master Group Policy, You may be Eligible to purchase an Individual Conversion policy if You have exhausted Your COBRA continuation Coverage.

1. An individual Health Care conversion Coverage contract may be available if Coverage under Your Retirement System's Master Group Policy ends, unless:
  - a. Your Termination of Coverage was based on non-payment of Premiums.
  - b. You are, or are eligible to be, Covered for Benefits that are at least comparable to Your former Retirement System's Master Group Policy with AultCare under:
    - i. Medicare.
    - ii. Any state or federal law.
    - iii. Any policy or insurance or Hospitalization plan providing comparable Benefits.
2. Each of Your Covered Dependents has the right to obtain an individual Health Care conversion Coverage contract if the Dependent's group Coverage ends for one of the following reasons:
  - a. Your death.
  - b. Your Spouse ceases to be an eligible Dependent due to divorce or annulment.
  - c. Your Covered Dependent Child reaches the Limiting Age.
  - d. Your covered Dependent Child ceases to be an eligible Dependent for any other reason, and You do not have the right to get an individual Health Care conversion Coverage contract at that time.

You also may be eligible for the Federal Basic or Standard Conversion Plans if You meet the definition of a Federally Eligible Individual.

## **B. Payment and Effective Date**

If You are Eligible for an individual Health Care conversion Coverage contract, You must apply for it and pay the required Premium directly to AultCare within **31** calendar days after the group Health Care Coverage for that person ends. Evidence of good health is not required.

After AultCare receives a valid application and payment, the individual Health Care conversion Coverage contract will take effect within **31** calendar days after Coverage ends.

## **C. Benefits**

Benefits under the individual Health Care conversion Coverage contract may differ from the Coverage under the Master Group Policy.

## **D. End**

Your Conversion Policy will end if You do not pay Your Premium, or if Medicare becomes Your primary insurance.

## **E. Questions**

Email Us at [www.aultcare.com](http://www.aultcare.com), or Call Us at 330-363-6360 or 1-800-344-8858 if You have questions.

## **Section 14—Guaranteed Renewability**

Your Retirement System may renew its Master Group Policy for all Eligible Benefit Recipients and Dependents. There are exceptions. We may choose not to renew the Master Group Policy or to discontinue health Coverage for one or more of the following reasons:

- A. Your Retirement System failed to pay Premiums.
- B. Your Retirement System commits Fraud or Intentionally Misrepresents a Material Fact under the terms of Coverage.
- C. The Master Group Policy is terminated.

## **Section 15—Using Network Providers**

### **A. Services from Network Providers**

1. The level of Benefits You receive under the Master Group Policy may be greater, and the amount You must pay Out-of-Pocket may be less, if You receive Covered Services from Network Providers.
2. Network Providers are listed in the Plan Directory, which is on Our website [www.aultcare.com](http://www.aultcare.com).
3. If Your Doctor no longer is a Network Provider, call Us. In some cases, We may continue to pay for Covered Services at the Network Provider rate for a period of time to let You complete a course of treatment. We also will help You find a new Network Provider.

## **B. Services from Non-Network Providers**

1. When You choose a Non-Network Provider, You may not receive the same level of Benefits. Charges that exceed the Reference Based Pricing allowance are not Covered. You may need to pay more Out-of-Pocket Expenses.
2. There may be certain services that can only be obtained from a Non-Network Provider. In order for You to avoid the increased Out-of-Pocket expense that could otherwise occur for using a Non-Network Provider, You must obtain approval in advance from AultCare for services that cannot be provided by a Network Provider. Upon AultCare's prior approval of the Non-Network care, benefits for Covered Services will be provided as if the Covered Services were provided by a Network Provider. Services provided by a Non-Network provider will still be subject to appropriate Coinsurance, Copayment, and Deductibles. Charges over RBP will also be Your responsibility. This is also referred to as Balance Billing. Please reference Section 25 for information on RBP.

Updated treatment plans will be required periodically to determine if care can be transitioned to a Network provider. We may require that Your care be transitioned to a Network provider if it is determined that in Network providers are available.

AultCare will determine whether the Covered Services can be provided by a Network Provider, and that determination will be final and conclusive, subject to any available appeals process. If You do not receive written approval in advance of receiving Covered Services from a Non-Network Provider, services will be covered at the Non-Network provider level and You will be subject to balance billing and increased out-of-pocket expenses. Services provided to You in an Emergency Medical Condition will be covered at the Network level of benefit, although You may be balanced billed for Non-Network Emergency Services.

3. Certain Services by an AultCare approved Non-Network Centers of Excellence Provider will be Covered at the same level as a Network Provider if such Services are not offered by Network Providers. Pre-Approval is required for these Services to be Covered at Network level, in which RBP may not apply. Services provided by a Non-Network Center of Excellence will still be subject to appropriate Coinsurance, Copayments, and Deductibles. Charges over RBP will also be Your responsibility. This is also referred to as Balance Billing. Please reference Section 25 for information on RBP.

Ohio's House Bill 388 and the Federal "No Surprises Act" establish patient protections including surprise bills ("balance billing") from Non-Network providers for Emergency care and other specified items or services. We will comply with these new state and federal requirements including how we process claims from certain Non-Network providers.

## **C. Emergencies or When You are Out of Town**

The Plan will cover Services for an Emergency Medical Condition treated in any Hospital Emergency department or Urgent Care Center. Plans will not require prior authorization or impose any other administrative requirements or Benefit Limitations that are more restrictive than Services received from a Network Provider.

#### **D. Emergencies When You are Traveling Out of the USA**

Generally, we may pay for limited Emergency Services that are necessary when You are traveling out of the USA, unless You are expressly traveling on business on behalf of Your Retirement System. We will consider each Claim carefully. We will not pay for Services when You go to another country to obtain medical care. We do not pay for air transport or medical evacuation. We recommend that You obtain separate medical travel and evacuation insurance if You plan to travel out of the USA.

### **Section 16—Covered Services (Benefits)**

#### **Check Your Benefits Chart for Details**

#### **A. General Description of Covered Services (Benefits)**

Covered Services are medical and health Benefits that You and Your Eligible Dependents may receive under the Master Group Policy.

#### **B. Questions about Benefits and Eligible Expenses**

Ask Your Retirement System if You have questions about Covered Services and Benefits.

### **Section 17—Covered Outpatient Services**

#### **Check Your Benefits Chart and Your Exclusion List for Details**

We Cover certain Outpatient Services. You will need to make applicable Copayment and Coinsurance. **Check Your Benefits Chart.**

#### **Outpatient Services may include:**

#### **A. Physician Office Visits**

Office Visits to Your Physician for treatment of illness or injury.

This may include injectable drugs and other drugs administered in a Physician's office or other Outpatient setting, or Home Visits for medical care and consultations to examine, diagnose, and treat an illness or injury performed in your home.

#### **B. Telehealth**

Telehealth services means a mode of providing Health Care Services through synchronous or asynchronous information and communication technology by a health care professional, including interactive audio, video and other electronic media, within the professional's scope of practice, who is located at a site other than the site where the recipient is located. This includes online clinic visits.

The Plan will not exclude from coverage a Telehealth medical service, solely because the service is not provided through a face-to-face consultation.

The Plan will pay for a Telehealth Health Care Service only if the service is a Covered Benefit under the Plan, is not excluded by the Plan, and all the following requirements are met:

1. The informed consent of the Covered Person, or another appropriate person with authority to make health care treatment decisions for the Covered Person, is obtained before Telehealth Health Care Services Health Care Services are provided;
2. The Participating Health Professional is licensed or has obtained a certificate to provide Telehealth Health Care Services Health Care Services in the appropriate state of jurisdiction;
3. The participating provider complies with minimal standards of care and all requirements set forth in rules and interpretive guidance adopted or issued by the State of Ohio (including the Ohio Medical Board) and/or the appropriate state of jurisdiction governing Telehealth Health Care Services Health Care Services and prescribing to persons not seen in person by a physician;
4. The services are provided by any Doctor of Medicine (M.D.), Doctor of Osteopathic Medicine (D.O.), who are licensed to practice medicine, osteopathic medicine or podiatric medicine, a licensed Behavioral Health Provider, a Physician Assistant, or an Advanced Practice Registered Nurse,;
5. The service is for the diagnosis, prevention, treatment, cure, or relief of a health condition, illness, injury, or disease.

Telehealth services will be paid according to Your Plan with no greater Cost Share than if Services were rendered in a face-to-face setting.

Note: Subject to Network and Non-Network cost sharing. If You seek Telehealth Health Care Services Health Care Services from a Non-Network Provider, You may be billed for charges that exceed the Reference Based Pricing allowance.

### **C. Gynecology Office/Home Visits/Sterilization/Infertility**

Office Visits to Your gynecologist for Medically Necessary examinations. Sterilizations are also a covered service.

Charges for Impotency, Infertility, and Reversal of Sterilization are generally Not Covered under this Plan. Check Your Benefits Chart.

This includes:

1. Drugs used for erectile dysfunction.
2. Diagnostic testing or treatment related to infertility, artificial insemination, In-vitro fertilization (IVF), or for other types of artificial or surgical procedures of any kind for means of conception including drugs administered in connection with these procedures.

3. Reversal of voluntary sterilizations.
4. Sexual dysfunction or sexual transformation operations, procedures, consultations, and medications.
5. Elective abortion is excluded. Therapeutic abortion is covered, which is an abortion performed to save the life or health of the mother, or as a result of incest or rape.

**D. Office Visits to Medical and Surgical Specialists**

Necessary and appropriate Office Visits to medical and surgical specialists.

**E. Other Practitioner Office Visits (Nurse, Physician Assistant)**

Office Visits to another Licensed practitioner for treatment of illness or injury.

**F. Diagnostic Services**

Diagnostic Services such as laboratory, X-ray, advanced diagnostic imaging (CT, PET Scans, MRIs), cardiographic, encephalographic, electromyographic, endoscopic and organ exams. Some procedures are subject to Medical Necessity determination.

**G. Genetic Counseling and Testing**

Genetic counseling is Covered under Your Plan. Prior Authorization is required for all genetic testing and is subject to Medical Necessity determinations.

**H. Outpatient Surgery**

Medically Necessary surgical procedures, anesthesia and Outpatient Facility fees are covered. **Check Your Benefits Chart** to see if penalties apply if You are not Pre-Approved.

**I. Physical Therapy, Occupational Therapy, Respiratory Therapy, and Speech Therapy when :**

1. Care is received from a Licensed therapist acting within the scope of his or her license.
2. Treatment is prescribed in writing by a Doctor who receives progress reports.
3. Treatment for rehabilitation purposes is necessary as a result of a loss of function following a medically documented acute illness or injury.
4. When the patient fails to improve any further, even with therapy, Coverage will be discontinued.

**J. Allergy Testing and Treatment**

Appropriate and necessary allergy testing and treatment up to the Maximum Benefit. **Check Your Benefits Chart** .

**K. Mental Health Services and Alcohol/Substance Abuse Services**

Full parity is applied to all existing Mental/Behavioral Health Benefits beyond the Ohio Mental/Behavioral Health provisions, to allow for all Mental/Behavioral Health diagnoses/Services to be covered as equal to those Benefits for medical and surgical Services. Services that are Facility based must be provided by a Facility accredited by the Centers for Medicare & Medicaid Services (CMS), or by an authority deemed by CMS to be an accredited authority, including but not limited to The Joint Commission, the American Osteopathic Association, and DNV Healthcare, Inc. (or any successor organization) as a Hospital that meets the requirements as either a Hospital or Mental/Behavioral Health Care Facility.

Substance Abuse Services (provided by a facility accredited by CMS or by an authority deemed by CMS to be an accredited authority, including but not limited to The Joint Commission, the American Osteopathic Association, and DNV Healthcare, Inc. (or any successor organization) as a Hospital that meets the requirements of a Hospital or Mental/Behavioral Health Care Facility) are Services from a Provider for alcohol or drug detoxification and/or rehabilitation. Covered Services include Inpatient and Outpatient Hospital Services, Medical Services, and Mental/Behavioral Health Services to treat Alcoholism or drug addiction.

To view options regarding opioid education, disposal sites, and educational material, visit the Pharmacy page on the AultCare website at [www.aultcare.com](http://www.aultcare.com). Education material is also available by clicking the link available on the website: <https://www.cdc.gov/drugoverdose/patients/materials.html>. Members will also receive patient focused educational material on opioid therapy at the pharmacy.

Requests for opioid dependence treatment at any level of care throughout the continuum will be handled as an expedited review.

1. Inpatient and Outpatient Mental/Behavioral Health/Substance Abuse Services

We will Cover Medically Necessary Inpatient and Outpatient Service, including residential programs and treatment if Services meet the appropriate level of care.

2. Mental/Behavioral Health and Alcohol/Substance Abuse Residential Program Exclusions, We will not Cover the following:

- a. Custodial or Domiciliary Care;
- b. Supervised living or halfway houses;
- c. Room and board charges unless the treatment provided meets Medical Necessity criteria for Inpatient admission patient's condition;
- d. Services or care provided or billed by a school, halfway house, Custodial Care center for the developmentally disabled or Outward Bound programs, even if psychotherapy is included;
- e. Marital and sexual counseling/therapy; and
- f. Wilderness camps.

L. Autism

The plan will cover the screening, diagnosis, and treatment of Autism. Treatment for Autism Spectrum Disorder is defined as evidence-based care and related equipment prescribed or ordered for an individual diagnosed with an autism spectrum disorder by a licensed physician who is a developmental pediatrician or a licensed psychologist trained in autism who determines the care to be medically necessary, including any of the following:

- Pharmacy care
- Psychiatric care
- Psychological care
- Therapeutic care
- Clinical therapeutic intervention

Benefits for ASD services shall include all of the following:

1. For speech and language therapy or occupational therapy for a Covered Person that is performed by a licensed therapist, twenty (20) visits per year for each service;
2. For Clinical Therapeutic Intervention for a Covered Person that is provided by or under the supervision of a professional who is licensed, certified, or registered by an appropriate agency of the state of Ohio to perform such services in accordance with a health treatment plan, twenty (20) hours per week;
3. Mental or behavioral health Outpatient services for a Covered Person that are performed by a licensed psychologist, psychiatrist, or physician providing consultation, assessment, development, or oversight of treatment plans.

Clinical Therapeutic Intervention means therapies supported by empirical evidence, which include, but are not limited to, Applied Behavioral Analysis, that satisfy both of the following:

1. Are necessary to develop, maintain, or restore, to the maximum extent practicable, the function of an individual;
2. Are provided by or under the supervision of any of the following:
  - a. A certified Ohio behavior analyst as defined in section 4783.01 of the Ohio Revised Code;
  - b. An individual licensed under Chapter 4732. of the Ohio Revised Code to practice psychology;
  - c. An individual licensed under Chapter 4757. of the Ohio Revised Code to practice professional counseling, social work, or marriage and family therapy.

Applied Behavior Analysis means the design, implementation, and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior, including the use of direct observation, measurement, and functional analysis of the relationship between environment and behavior.

Coverage of ASD services are contingent upon both of the following:

1. The Covered Person receiving Prior Authorization for the services in question;
2. The services in question being prescribed or ordered by either a developmental pediatrician or a psychologist trained in autism.

Except for Inpatient services, if a Covered Person is receiving treatment for an ASD, the Plan may review the treatment plan annually; unless the Plan and the Covered Person's treating Physician or Psychologist agree that a more frequent review is necessary. Any such agreement between the Plan and the Covered Person's treating Physician or Psychologist shall apply only to a particular Covered Person being treated for an ASD and shall not apply to all Covered Persons being treated for ASD by a Physician or Psychologist. The Plan shall cover the cost of obtaining any review or treatment plan.

## **Section 18 – Covered Inpatient Hospital Services**

### **Check Your Benefits Chart for Details**

#### **A. Inpatient Hospital Services for Treatment of Physical Injury or Illness**

We will Cover all Inpatient Hospital Services which need Pre-Approval. Network Providers may get Pre-Approval for You. You must make sure that Your Non-Network Provider gets Pre-Approval for You. You must make sure that You get Pre-Approval before You go to a Non-Network Facility.

Inpatient Hospital Services may include:

1. Semi-private room and board.
2. Doctors' Services related to medical treatment or surgery.
3. General nursing Services.
4. Diagnostic Services, such as laboratory, X-ray, cardiographic, encephalographic, electromyographic, and endoscopic and organ exams.
5. Operating room, anesthesia and supplies.
6. Medically Necessary supplies and Services, such as:
  - a. Oxygen, including necessary equipment for its administration.
  - b. Blood and blood plasma (if not replaced), and other fluids to be injected into the circulatory system.
  - c. Braces, crutches, casts, splints, trusses, surgical dressings and ostomy supplies.
7. Prescribed drugs given while in the Hospital.
8. Physical Therapy, Occupational Therapy, and Speech Therapy up to the Plan Maximum when:
  - a. Care is received from a Licensed therapist acting within the scope of his license.

- b. Treatment is prescribed by a written order from a Doctor who receives progress reports.
- c. Treatment for rehabilitation purposes is necessary as a result of a loss of function following a medically documented acute illness or injury.

When the patient fails to improve any further even with therapy, Coverage up to the Plan Maximum will be discontinued.

- 9. Services for human organ and tissue transplants, if Pre-Approved by the UM Department, and performed in an AultCare-approved facility. **Check Your Benefits Chart.**

## **B. Inpatient Treatment for Mental Health and Alcohol/Substance Abuse**

Clinical Concurrent Review is required to determine if care is a covered service. Subject to Concurrent Review and approval by the Utilization Management Department, therapies may be a covered service.

We will Cover Inpatient treatment for Mental/Behavioral Health and Alcohol/Substance Abuse Services only if:

- 1. Service is provided for the diagnosis, evaluation or treatment of a mental/behavioral illness or alcohol/substance abuse condition that is subject to favorable modification. Benefits are not payable for the treatment of mental deficiency or mental retardation once diagnosed. Benefits are payable for Inpatient treatment of a mental/behavioral and/or alcohol/substance abuse condition.
- 2. Services are provided at a Hospital Facility that is accredited by CMS or by an authority deemed by CMS to be an accredited authority, including but not limited to The Joint Commission, the American Osteopathic Association, and DNV Healthcare, Inc., (or any successor organization) as a Hospital that meets the requirements of either a Hospital or Mental/Behavioral Health Care Facility. A free-standing Facility that is not a part of a Hospital may not qualify as a Hospital Facility for purposes Inpatient treatment. Check with Us at the time You request Pre-Approval.
- 3. Covered Mental/Behavioral Health Services include individual psychotherapy, group psychotherapy, psychological testing, family counseling (counseling with family Members to assist in Your diagnosis and treatment), and convulsive therapy (electroshock treatment or convulsive drug therapy).

## **Section 19 – Emergency and Urgent Care Services**

### **Check Your Benefits Chart for Details**

#### **A. Emergency Services**

Emergency Care (Emergency Services) - A medical screening examination that is within the capability of the Emergency department of a Hospital, including ancillary Services, and any trauma and burn center, routinely available to the Emergency department to evaluate an Emergency Condition; and within the capabilities of the staff and facilities available at the Hospital, such further medical examination and treatment as are required to Stabilize the patient.

“Stabilize” means the provision of such medical treatment as may be necessary to assure, within reasonable medical probability that no material deterioration of a covered person’s medical condition is likely to result from or occur during a transfer, if the medical condition could result in any of the following:

1. Placing the health of the individual or, with respect to a pregnant woman, the health of the woman or her unborn Child, in serious jeopardy;
2. Serious impairment to bodily functions;
3. Serious dysfunction of any bodily organ or part.
4. In the case of a woman having contractions, “stabilize” means such medical treatment as may be necessary to deliver, including the placenta.

The Plan will cover Emergency Services for an Emergency Medical Condition treated in any Hospital. Emergency Services will be Covered according to Your Benefits Chart no matter when or where You receive them. Plans will not require prior authorization or impose any other administrative requirements or benefit limitations that are more restrictive than Services received from a Network Provider. If You seek Emergency Services from a Non-Network Provider, You may be billed for charges that exceed the Reference Based Pricing allowance. This is called balance billing.

We must cover Emergency Services without regard to whether a particular Health Care Provider is a Network Provider with respect to the Services and cannot impose any Cost Share that is greater than what would be imposed if Services were provided in Network. For example, we cannot require a \$50 Copayment for a Network Emergency department visit and \$200 Copayment for a Non-Network Emergency department visit.

The Reference Based Pricing allowance (RBP) (the amount this Plan will pay the Provider) for a covered expense for Emergency Care Services provided by Non-Network Providers in a Hospital’s Emergency department is an amount equal to the greatest of:

1. The fee negotiated with Network Providers;
2. The fee calculated using the same method to determine payments for Non-Network Provider Services;
3. The fee paid by Medicare for the same Services.

If You have an Emergency Medical Condition, go immediately to the nearest Hospital or call 911 for Emergency Services. An Emergency Medical Condition is any medical condition that is severe enough to cause a prudent layperson with an average knowledge of health and medicine to believe that the absence of immediate medical attention could result in any of the following:

1. Placing the health of the individual or, with respect to a pregnant woman, the health of the woman or her unborn Child, in serious jeopardy;
2. Serious impairment to bodily functions;
3. Serious dysfunction of any bodily organ or part.

In addition, if You contact Your Physician and are referred to a Hospital Emergency room, benefits will be provided at the level for Emergency Care. Hospitals are open to treat an Emergency 24 hours a day, 7 days a week.

Emergency Services do not need to be Pre-Approved before You seek treatment. If You are admitted to a Hospital that is a Non-Network Provider through its Emergency department as a result of Emergency Services for an Emergency Medical Condition, You must inform AultCare within two Business Days after receiving care, or as soon as You can. This will allow a Case Manager to follow Your care. AultCare's UM Department may review Your Claim for Emergency Services to determine if Emergency Services were Medically Necessary. If, after applying the prudent layperson standard, the UM Department determines that Services were not Emergency Services, they may be non-approved.

#### **B. Urgent Care Services**

Urgent Care Services are Health Care Services that are appropriately provided for an unforeseen condition that usually requires medical attention, without delay, but which does not pose a threat to the life, limb, or permanent health of the injured or ill person.

Urgent Care treatment for a condition defined above does not have to be Pre-Approved. Payment may be limited to RBP if You receive Urgent Care treatment at a Non-Network Facility.

### **Section 20 – Other Covered Services**

#### **Check Your Benefits Chart for Details**

We generally may Cover the following Services:

#### **A. Ambulance Transportation Services**

Ambulance Transportation to the nearest Hospital in an Emergency by a vehicle (including ground, water, fixed wing and rotary wing air transportation) designed, equipped and used only to transport the sick, injured, and staffed by Emergency Medical Technicians (EMT), paramedics, or other certified medical professionals. Transportation must be by a Licensed, professional Ambulance Service.

Coverage includes (Pre-Approval Required):

1. Ambulance transportation between Hospitals
2. Ambulance transportation between a Hospital and a Skilled Nursing Facility; or

3. Ambulance transportation from a Hospital or Skilled Nursing Facility to Your home.

Treatment of a sickness or injury by medical professionals from an Ambulance Service when You are not transported will be covered if Medically Necessary.

Ambulance Services are a Covered Service only when Medically Necessary, except:

1. When ordered by an employer, school, fire or public safety official and the Member is not in a position to refuse; or
2. When a Member is required by Us to move from a Non-Network Provider to a Network Provider.

Ambulance trips must be made to the closest local facility that can give Covered Services appropriate for Your condition. If none of these facilities are in Your local area, You are covered for trips to the closest facility outside Your local area. Ambulance usage is not covered when another type of transportation can be used without endangering the Member's health. Any ambulance usage for the convenience of the Member, family or Physician is not a Covered Service.

Non Covered Services for Ambulance include but are not limited to, trips to:

1. Physician's office or clinic;
2. Morgue or funeral home.

Other vehicles which do not meet this definition, including but not limited to ambulances, are not Covered Services.

#### **B. Breast and Cervical Cancer Screening**

Breast and cervical cancer screening to detect breast or cervical cancer. Screening may be at a Hospital, Physician office or mobile unit.

#### **C. Manipulation Therapy/Chiropractic**

Manipulation Therapy services are used for treating problems associated with bones, joints and the back. The two therapies are similar, but chiropractic therapy focuses on the joints of the spine and the nervous system and neuromusculoskeletal disorders, while osteopathic therapy includes equal emphasis on the joints and surrounding muscles, tendons and ligaments. Manipulations whether performed and billed as the only procedure or manipulations performed in conjunction with an exam and billed as an office visit will be counted toward any maximum for Manipulation Therapy Services. Manipulation Therapy Services rendered in the home as part of Home Care Services are not covered.

Chiropractic Services from a licensed Chiropractor when Chiropractic Services are Medically Necessary are covered. Care determined to be maintenance in nature is not covered.

#### **D. Dental Services**

Certain Dental Services, such as treatment for injuries to natural teeth caused by an Accident, including the initial replacement of these injured teeth, tumors, cysts and removal of partial/full bony impacted teeth, are considered medical expenses and are paid as such. **Check Your Benefits Chart.**

#### **E. Durable Medical Equipment**

Rental or purchase of Durable Medical Equipment, including supplies, if:

1. The equipment or supply is for Your use only.
2. The equipment has a life up to **6** months.
3. The equipment or supply is primarily and customarily used for medical purposes and is not generally useful in the absence of illness or injury.
4. The equipment improves the function of a malformed body member or retards further deterioration of Your physical condition.
5. The equipment or supply can effectively be used in a non-medical facility (Your home).
6. The equipment or supply can be expected to contribute meaningfully to the treatment of the illness or injury.
7. Your Doctor certifies that the equipment is Medically Necessary.
8. The equipment is furnished by a Licensed DME supplier.

#### **F. Home Health Care Service**

Covered Services are those performed by a Home Health Care Agency or other Provider in your residence. Home Health Care includes professional, technical, health aide services, supplies, and medical equipment.

Prior-Authorization of services and a treatment plan will be required to determine whether Home Healthcare Services are medical necessity and covered by the Plan as determined by the Plan. Covered Services, subject to Prior-Authorization, include but are not limited to:

1. Intermittent Skilled Nursing Services (by an R.N. or L.P.N.);
2. Medical/Social Services;
3. Diagnostic Services;
4. Nutritional Guidance;
5. Home Health Aide Services. The Member must be receiving skilled nursing or therapy. Services must be furnished by appropriately trained personnel employed by the Home Health Care Provider. Other organizations may provide services only when approved by Us, and their duties must be assigned and supervised by a professional nurse on the staff of the Home Health Care Provider;

6. Therapy Services (except for Manipulation Therapy which will not be covered when rendered in the home). Home Care Visit limits specified in the Benefits Chart for Home Care Services apply when Therapy Services are rendered in the home;
7. Medical/Surgical Supplies;
8. Durable Medical Equipment;
9. Approved Prescription Drugs;
10. Private Duty Nursing;
11. Certain Home Health Care Services may be approved at the discretion of AultCare when the patient is not confined to the home.

**Non-Covered Services include but are not limited to:**

1. Food, housing, homemaker services and home delivered meals;
2. Physician charges;
3. Helpful environmental materials (hand rails, ramps, telephones, air conditioners, and similar services, appliances and devices);
4. Services provided by registered nurses and other health workers who are not acting as employees or under approved arrangements with a contracting Home Health Care Provider;
5. Services provided by a member of the patient's immediate family;
6. Services provided by volunteer ambulance associations for which patient is not obligated to pay, visiting teachers, vocational guidance and other counselors, and services related to outside, occupational and social activities.
7. Services that are otherwise excluded or not covered by this Plan Document and Summary Plan Description.

Visit Limitation

Home Health Care Benefits may have a maximum number of Allowable Visits. **Check Your Benefits Chart.**

**Home Infusion Therapy**

Home Infusion Therapy will be paid only if you obtain Pre-Approval for such therapy from AultCare. Benefits for home infusion therapy include a combination of nursing, durable medical equipment and pharmaceutical services which are delivered and administered intravenously in the home. Home infusion therapy includes but is not limited to: injections (intra-muscular, subcutaneous, continuous subcutaneous), Total Parenteral Nutrition (TPN), Enteral nutrition therapy, Antibiotic therapy, pain management and chemotherapy.

## Home Infusion Services

Infusion therapy can be given in the hospital or in an outpatient setting as alternative sites of care, subject to Prior-Authorization. Review for medical necessity of select IV and injectable therapy services will include determination of the medical necessity of the appropriate Site of Care (location for your infusion). Infusion therapy given at a Site of Care that is not appropriate taking into account the availability of other sites of care will not be covered as determined by the Plan. Prior approval of the Site of Care is required. Options may include homecare, an ambulatory infusion center, or a physician office.

With Prior-Authorization, non-hospital facility preferred sites of care may include:

- Physician's office;
- Infusion Center;
- Home.

With Prior-Authorization, non-preferred sites of care include:

- Hospital Outpatient setting

Non-hospital outpatient setting alternative sites of care are the preferred sites of service for medications addressed in this Certificate.

Medications reviewed under the Site of Care policy are considered not medically necessary if administered in an unapproved hospital outpatient setting when an approved Site of Care is a treatment option. All non-approved doses shall be billed through a non-hospital facility or accept non-hospital facility reimbursement.

## G. Hospice Care

### 1. Conditions for Hospice Coverage:

- a. A Doctor has diagnosed You as having a Terminal Condition.
- b. Your Doctor refers You to Hospice.
- c. You are treated in a qualified Hospice Care Program by a qualified Hospice Team.

### 2. Covered Hospice Services:

- a. All Covered Home Health Care Services listed above, except nursing Services which may be approved for up to 8 hours in any 24 hour period.
- b. Palliative Services and supplies furnished by the Hospice team, including part-time nursing care by, or under the supervision of, a Registered Nurse.
- c. Diagnostic Services.

- d. Physical, speech and inhalation therapies if part of a treatment Plan.
  - e. Prescription Drugs given by Hospice and Dietary guidance.
  - f. Durable Medical Equipment.
  - g. Bereavement counseling.
  - h. Home health aide visits.
  - i. Spiritual counseling Services.
3. Hospice related exclusions include:
- a. Homemaker Services.
  - b. Volunteer Services.
  - c. Chemotherapy or radiation therapy, if other than Palliative.
  - d. Curative treatment or Services.
  - e. Food or home-delivered meals and Custodial care.
  - f. Rest care or care for someone's convenience.
  - g. Transportation Services.
  - h. Services or supplies not provided and billed through the Hospice Care Program.

#### **H. Infertility Diagnosis/Treatment**

Your Plan may Cover the cost for infertility diagnosis and treatments that are Medically Necessary. Check Your Benefits Chart.

#### **I. Maternity Services**

1. Maternity Services include:
  - a. Hospital charges related to Your pregnancy.
  - b. Pre-natal and Post-natal care.
  - c. Treatment for complications of pregnancy or childbirth, and any obstetrical disorder, injury or condition arising from childbirth.
2. Maternity Services do not include Services or supplies provided to a person not covered under the Certificate in connection with a surrogate pregnancy (including, but not limited to, the bearing of a Child by another woman for an infertile couple). Check Your Benefits Chart.

3. Hospital Admissions (Inpatient Care).

Coverage includes a 48-hour Hospital admission for routine vaginal delivery and a 96 hour Hospital admission for routine caesarian section delivery. Please inform the UM Department of Your expected delivery date. The Hospital stay may be extended if approved by the UM Department. If discharge is prior to applicable hours, follow-up care shall be provided for 72 hours after discharge.

Follow up care shall include physical assessment of the mother and Newborn, parent education, assistance and training in breast or bottle feeding, assessment of the home support system, performance of any medically necessary and appropriate clinical tests, and any other services that are consistent with the follow-up care recommended in the protocols and guidelines developed by national organizations that represent pediatric, obstetric, and nursing professionals. The coverage shall apply to services provided in a medical setting or through home health care visits. Home health visits are covered only if the health care professional who conducts the visit is knowledgeable and experienced in maternity and Newborn care.

When a mother or Newborn receives at least the number of hours of inpatient care required to be covered, the coverage of follow-up care shall apply to follow-up care that is determined to be medically necessary by the health care professionals responsible for discharging the mother or Newborn.

Please notify the UM Department as soon as reasonably possible.

4. Newborns' and Mothers' Health Protection Act (NMHPA)

The Plan will not restrict Benefits for any Hospital length of stay in connection with Child birth for the mother or Newborn Child, following a normal vaginal delivery, to less than 48 hours, or to less than 96 hours in the case of a Cesarean section. In addition, the Plan will not require a Hospital, Physician or other medical Provider to obtain authorization or Pre-Certification from the Employer or an insurer (if applicable) or their respective medical review specialist for prescribing any length of stay described above. However, these rules do not apply where the decision to Discharge the mother or her Newborn Child prior to the expiration of the minimum length of stay periods described above is made by the mother's or Child's attending Physician in consultation with the mother.

**J. Podiatry Services**

Podiatric Services ordered or rendered by Your Podiatrist are subject to Cost Share and Coverage Exclusions.

Routine foot care is not Covered and includes:

1. Foot care to improve comfort or appearance, including care operations, and procedures for flat feet, subluxations, corns, bunions (except capsular and bone surgery) calluses and toenails unless Medically Necessary;
2. Surgical treatment of flat feet, subluxation of the foot, weak, strained, unstable feet, tarsalgia, metatarsalgia, hyperkeratosis.

## **K. Preventive Health Services**

We will Cover Preventive Health Services and supplies ordered and provided by or under the direction of a Doctor in an appropriate Health Care setting. Coverage includes tests, screenings and Services, such as:

- Screening such as cholesterol.
- Blood pressure checks.
- Physicals.

We will also cover other recommended Preventive screenings, immunizations and services as required by federal law including nutritional counseling, if You receive services from a Network Provider. For an up-to-date list of other recommended Preventive services, check with the AultCare Service Center or visit [www.Health care.gov](http://www.Health care.gov).

We will Cover Preventive Health Services and supplies ordered and provided by or under the direction of a Doctor in an appropriate Health Care setting. We also cover Child health supervision Services, meaning periodic review of a Child's physical and emotional status performed by a Physician, by a Health Care professional under the supervision of a Physician, or, in the case of hearing screening, by an individual acting in accordance with Ohio law. Periodic review means a review performed in accordance with the recommendations of the American Academy of Pediatrics and includes a history, complete physical examination, developmental assessment, anticipatory guidance, appropriate immunizations, and laboratory tests. Coverage also includes tests, screenings and Services, such as:

1. Well Child Care, including immunizations.
2. Routine screening mammograms. We will cover the following screening mammograms in accordance with State and Federal law:
  - a. If a woman is at least 35 years of age but under 40 years of age, 1 screening mammography.
  - b. If a woman is at least 40 years of age but under 50 years of age, either of the following:
    - i. 1 screening mammography every 2 years;
    - ii. If a licensed Physician has determined that the woman has risk factors to breast cancer, 1 screening mammography every year.
  - c. If a woman is at least 50 years of age but under 65 years of age, 1 screening mammography every year.

The total Benefit for a screening mammography under this Plan, regardless of the number of Claims submitted by Providers is based on the Medicare reimbursement rate (not to exceed 130%) in the state of Ohio for a screening mammography.

3. Routine Pap smears/Cytologic screening for the presence of cervical cancer at least yearly or more often if Medically Necessary.

We Cover Preventive Health Services and supplies ordered and provided by or under the direction of a Doctor in the Doctor's office. Coverage includes tests, screenings and Services, such as:

1. Screening such as cholesterol.
2. Blood pressure checks.
3. Physicals.

We will also cover other recommended Preventive screenings, immunizations and Services as required by federal law. For an up-to-date list of other recommended Preventive Services, check with the AultCare Service Center or visit [www.healthcare.gov](http://www.healthcare.gov) for the details of Coverage.

We cover Preventive Health Services as defined in federal law without any cost sharing if You receive Services from a Network Provider. You will be notified, at least 60 days in advance, if any item or service is removed from the preventive list of eligible Services. Eligible Services will be updated annually to include any new recommendations or guidelines.

#### **L. Private Duty Nurses**

Medically Necessary Services provided by Private Duty Nurses to You or Your Covered Dependent on an Outpatient basis or in the home may be Covered up to the Plan Limitation per Calendar Year. Check Your Benefits Chart.

Private duty nursing Services in the Inpatient setting are excluded.

#### **M. Reconstructive Surgery Following Mastectomy**

We will Cover Reconstructive Surgery of the breast on which a mastectomy was done and on the other breast to give symmetrical appearance. We will Cover Prosthesis and treatment of physical complications at all stages of mastectomy, including lymph edemas.

#### **N. Routine Patient Care**

We will cover Routine Patient Care administered to an insured participating in any stage of an eligible cancer clinical trial, if that care would be covered under the plan if the insured was not participating in a clinical trial. Eligible cancer clinical trial will meet the following criteria:

1. A purpose of the trial is to test whether the intervention potentially improves the trial participant's health outcomes.
2. The treatment provided as part of the trial is given with the intention of improving the trial participant's health outcomes.
3. The trial has a therapeutic intent and is not designed exclusively to test toxicity or disease pathophysiology.
4. The trial does one of the following:

- a. Tests how to administer a Health Care Service, item, or drug for the treatment of cancer with that of other Health Care Services, items, or drugs for the treatment of cancer;
  - b. Tests responses to a Health Care Service, item, or drug for the treatment of cancer;
  - c. Compares the effectiveness of a Health Care Service, item, or drug for the treatment of cancer with that of other Health Care Services, items, or drugs for the treatment of cancer;
  - d. Studies new uses of a Health Care Service, item, or drug for the treatment of cancer.
5. The trial is approved by one of the following entities:
- a. The National Institutes of Health or one of its cooperative groups or center under the United States Department of Health and Human Services;
  - b. The United States Food and Drug Administration;
  - c. The United States Department of Defense or Department of Veteran's Affairs.

**O. Skilled Nursing Facility**

1. We Cover Medically Necessary Skilled Nursing Facility Services (Check Your Benefits Chart) when:
  - a. Care is provided by a Skilled Nursing Facility.
  - b. You are admitted to the Skilled Nursing Facility after being Discharged from the Hospital and You are receiving care for the same condition for which You were Hospitalized.
  - c. Care is not Custodial.
2. Your Plan allows You to use Non-Network Providers. If You use a Non-Network Provider, You may have a higher Cost Share and be subject to Balance Billing.
3. We may cover a Non-Network Provider at the Network level if:
  - a. You resided in the Skilled Nursing Facility, or had a contract to reside in the facility, on or before September 1, 1997.
  - b. Immediately before You were Hospitalized, You were in the facility, or have a contract to reside in the facility, and following Hospitalization, reside in a part of the facility that is a Skilled Nursing Facility, even if You resided in, or had a contract to reside in, a different part of the facility before You were Hospitalized.
  - c. If the care that You require cannot be provided by a Network Provider and the facility provides the level of Skilled Nursing Care You need; the care may be approved at the Network level of care, but You may still be responsible for any amounts over RBP.

**P. Transplants**

We Cover Medically Necessary transplants, including Bone Marrow/Stem Cell, Heart, Heart/Lung, Cornea, Large and Small Bowel, Lung, Liver, Kidney, and Pancreas.

The initial evaluation and any necessary additional testing to determine Your Eligibility as a candidate for transplant by Your Provider and the harvest and storage of bone marrow/stem cells is included in the Covered Transplant Procedure Benefit regardless of the date of service.

The above Services are covered as Inpatient Services, Outpatient Services or Physician Home Visits and Office Services depending where the service is performed subject to Member Cost Share.

**We do not cover transplants that are Experimental or Investigational or those that are in Non-Approved Clinical Trials, with the exception of Services relating to Routine Patient Care.**

### **1. Covered Transplant Procedure**

- a. Any Medically Necessary human organ and stem cell/bone marrow transplants and transfusions as determined by Us including necessary acquisition procedures, harvest and storage, and including Medically Necessary preparatory myeloablative therapy.
- b. Unrelated donor searches for bone marrow/stem cell transplants for a Covered Transplant Procedure are covered under this Plan. The Unrelated donor search Benefit is limited to \$30,000 per Transplant Benefit period.
- c. Live Donor health Services are also covered under this Plan.

- d. Recipient Costs

When You or Your Dependent is the recipient, Benefits are paid for recipient costs.

When You or Your Dependent are the recipient but the donor is not a covered Dependent on Your Plan, We will cover the donor-related procurement services to the extent that such services are covered Benefits.

- e. Donor Costs

When You or Your Dependent are the donor and the recipient is not a covered Dependent on Your Plan, donor-related procurement expenses are covered only to the extent that the recipient's health coverage does not cover them.

Donor costs for organ procurement are separately reimbursed and include Hospital and surgical expenses directly related to the removal and transport of a living organ; prescription drugs related to the removal of the organ; and post-operative Inpatient services for medical complications caused as a direct result of the donation.

- f. Limits

If You or Your Dependent are not the donor, Benefits for donor costs are limited to costs directly related to the transplant procedure and related complications. Benefits do not include any medical care costs related to other treatment of the donor. Donor transportation costs are

excluded. No Benefits for recipient or donor costs are payable for Experimental, Investigational or are performed in clinical trials, with the exception of expenses relating to Routine Patient Care.

## **2. Transplant Benefit Period**

The Transplant Benefit Period starts:

One day prior to a Covered transplant procedure and continues for the applicable case rate/global time period. The number of days will vary depending on the type of transplant received and the Network transplant Provider agreement; or

Contact the UM Department for specific Network transplant Provider information for Services received at, or coordinated by, a Network transplant Provider facility.

## **3. Pre-Approval and Pre-Certification**

We require a Referral, please have Your Physician submit a request to Our UM Department to discuss Benefit Coverage when it is determined a transplant is Medically Necessary. Contact the AultCare Service Center telephone number on the back of Your Identification Card with any questions. We will assist You in maximizing Your Benefits by providing Coverage information, including details regarding what is covered and whether any clinical Coverage guidelines, medical policies, Network Transplant Provider requirements, or Exclusions are applicable. Even if We issue a prior approval for the Covered Transplant Procedure, You or Your Provider must call Us for Pre-Certification prior to the transplant whether this is performed in an Inpatient or Outpatient setting.

There are instances where Your Provider requests approval for Human Leukocyte Testing (HLA) testing, donor searches and/or a harvest and storage of stem cells prior to the final determination as to what transplant procedure will be requested. HLA is used to identify certain individual variations in a patient's immune system. Under these circumstances, the HLA testing and donor search charges are covered as routine diagnostic testing. The harvest and storage request will be reviewed for Medical Necessity. However, such an approval for HLA testing, donor search and/or a harvest and storage is NOT an approval for the subsequent requested transplant. A separate Medical Necessity determination will be made for the transplant procedure.

Contact the UM Department for specific Network transplant Provider information for Services received at, or coordinated by, a Transplant Specialty Network. A Transplant Specialty Network is a specialized network of transplant centers and providers approved to perform related services at the panel level of benefits. This network is separate from your primary medical network of facilities and providers. Not all transplant facilities are within the Transplant Specialty Network. You will receive the highest level of benefit under your plan when you use a facility within the Transplant Specialty Network.

## **4. Transportation and Lodging (Applies once Your Transplant is approved)**

The Plan will provide assistance with reasonable and necessary travel expenses as determined by Us when You obtain prior approval for Your transplant and are required to travel more than 75 miles using the most direct route from Your residence to reach the facility where Your Covered Transplant Procedure will be performed. Our assistance with travel expenses includes transportation to and from the facility

and lodging for the patient and one companion, all charges will need to be reasonable, necessary, and itemized.

If the Member receiving treatment is a minor, then reasonable and necessary expenses for transportation and lodging may be allowed for two companions. The Member must submit itemized receipts for transportation and lodging expenses in a form satisfactory to Us when Claims are filed. Contact Us for detailed information. The Transplant Transportation and Lodging benefit is limited to \$10,000 per Transplant Benefit period. The maximum daily coverage for lodging and meals shall be limited to \$250 per day.

5. **Organ Transplant related exclusions include:**

- a. Child care.
- b. Mileage within the medical transplant Facility city.
- c. Rental cars, buses, taxis, or shuttle service, except as specifically approved by Us.
- d. Frequent Flyer miles.
- e. Coupons, vouchers, or travel tickets.
- f. Prepayments or deposits.
- g. Services for a condition that is not directly related, or a direct result, of the transplant.
- h. Telephone calls.
- i. Laundry.
- j. Postage.
- k. Entertainment.
- l. Interim visits to a medical care Facility while waiting for the actual transplant procedure, travel expenses for donor companion/caregiver, return visits for the donor for a treatment of a condition found during the evaluation.
- m. Experimental organ and tissue transplants.

**Q. Vision Care**

We may Cover the cost of an initial eye examination following cataract surgery, including the initial cost of lenses and frames. **Check Your Benefits Chart.**

**R. Orally administered cancer medication**

Orally administered cancer medication Coverage shall be no less favorable than Coverage for intravenous and injected cancer medications in accordance with state law.

### **S. Gene and Cell Therapy Services**

Services for Gene & Cell Therapy are covered by the Plan, if Pre-Approved by the UM Department, and performed in an AultCare approved facility, which may include one of Our Centers of Excellence.

## **Section 21—Exclusions**

Exclusions are Services Your Retirement System's Master Group Policy does NOT cover. These are called Non-Covered Services. Your Retirement System will NOT pay for Non-Covered Services. You may receive Non-Covered Services, but You must pay for them.

Below is the list of general Exclusions, which will apply to You. The Headings will help guide You. If You have a question, contact Us.

Charges for Services that are in excess of the visit or treatment limit allowed by the Plan are excluded. Check Your Benefits Chart for Exceptions.

### **A. Before and After Coverage Period Exclusions**

1. Charges incurred by the individual before the Effective Date of Coverage, except as otherwise indicated in the Certificate.
2. Expenses incurred after the date of Termination of Coverage (except as otherwise stated in the Certificate).
3. Charges not initiated and completed while Covered under the Master Group Policy except for prosthetic devices ordered and fitted while Covered and delivered within 31 calendar days of Termination.

### **B. Late Claims, Claims Covered by Other Plans, Court Ordered Service Exclusions**

1. Claims submitted after the maximum Claims submission time of 24 months, , unless You did not know (or, in using reasonable diligence, would not have known) of the existence of the Claim within that Claims submission period.
2. Charges which would be excluded after applying the Coordination of Benefits provision of the Master Group Policy.
3. Charges for Benefits payable or Services provided under any federal, state or other governmental regulation.
4. Court Ordered treatment and testing that is not Medically Necessary.

### **C. Workers' Compensation and Injuries at Work Exclusions**

This plan is not a Workers' Compensation policy and is not issued in lieu thereof. The Certificate does not satisfy any requirements for coverage by Workers' Compensation Insurance. This plan does not cover:

- Charges for any condition, disease, defect, ailment, or injury arising out of and in the course of employment with any employer who is eligible to obtain coverage under any Workers' Compensation Act or similar law.
- Injuries at work if Workers' Compensation is available, required, or applicable, regardless of whether a Workers' Compensation claim is filed.
- Charges for You, Your Dependents or Spouse for a work related injury while self-employed if eligible to obtain coverage under any Workers' Compensation Act or similar law.

### **D. Not Pre-Approved, Not Medically Necessary, Above RBP Exclusions**

Charges that are:

1. Not Medically Necessary for Your diagnosis and treatment, duplicate charges, or charges that are above the Reference Based Pricing allowance.
2. In connection with a Hospitalization or any surgical, medical or other treatment, Services or supplies that requires Pre-Approval that have not been Pre-Approved, except for Emergency Services and Medically Necessary Covered Services. Failure to obtain Pre-Approval of Medically Necessary Covered Services may result in a Monetary Penalty or denial of payment (See Section 26); also see Benefits Chart Section II. Benefit Levels Under the Group Policy Between Your Retirement System and AultCare Insurance Company.
- 2.3. Provided by a Provider or Entity that is excluded, debarred or declared ineligible from participation in Medicare, Medicaid, or other Federal or Ohio health programs.
3. For Services You are not required to pay.
4. For Services and supplies that are not part of the diagnosis and treatment of an illness or injury, such as the cost of completing Claim forms, preparing medical records and reports, telephone consultations, mailing and handling.
5. For Private rooms unless otherwise Medically Necessary.
6. Inappropriate billing practices, such as when a Non-Network Provider fails to provide necessary information upon request.
7. Court Ordered treatment and testing that is not Medically Necessary.

## **E. Custodial, Maintenance, Screening, Comfort, and Convenience Exclusions**

Charges for:

1. Custodial Care or Residential Care Facility, except as stated in **Your Benefits Chart**.
2. Maintenance Care, including chiropractic spinal manipulation or skeletal adjustments, physical therapy, occupational therapy and speech therapy that are for Maintenance Care.
3. Routine physicals and screenings, unless stated in **Your Benefits Chart**.
4. Foot care to improve comfort or appearance, including care for flat feet, subluxations, corns, bunions (except capsular and bone surgery) calluses and toenails unless medically necessary.
5. Massotherapy by a massage therapist. Unless stated as Covered in Your Benefits Chart.
6. Personal convenience items and cost of Services to include but not limited to, televisions, telephones, and haircuts.
7. Transportation, travel, and lodging unless Services are for an approved organ transplant performed at an approved facility.
8. Home Health Services, such as meals and housekeeping, unless stated in **Your Benefits Chart**.

## **F. Experimental, Investigational Exclusions**

Charges for:

1. Experimental or Investigative or related to such, whether incurred prior to, in connection with, or subsequent to the Experimental /Investigative service or supply, as determined by US. The fact that a service is the only available treatment for a condition will not make it eligible for coverage if We deem it to be Experimental/Investigative.
2. Experimental organ and tissue transplants.
3. Any Drug We determine in Our sole discretion to be Experimental/Investigative is not covered under the Plan
4. Any drug that cannot be legally marketed in the United States without the final approval of the Food and Drug Administration (FDA), or other licensing or regulatory agency, and such final approval has not been granted.

## **G. Cosmetic, Weight Control, and Vitamin Exclusions**

Charges for:

1. Treatment or surgery that alters or enhances appearance, whether or not done for a psychological or emotional condition, except as specifically provided (for example, Breast Reconstruction Surgery), or as needed to correct Congenital Defects or Conditions resulting from accidental injury or surgery.

2. Expenses, treatment, or supplies for weight reduction, weight control, or physical fitness, gastric restrictive Surgery or any surgical procedure for weight reduction, even if you are obese, is not covered unless specifically addressed in Your Benefits Chart.

#### **H. Self-Administered or Administered by Relative Exclusions**

Charges for:

1. Care or Treatment You give Yourself.
2. Care or Treatment administered by a Doctor, Nurse or other Health Care Provider who is a family member or who lives with You.

#### **I. Remedial Training, Self-Help, Marital Counseling and Smoking Exclusions**

Charges for:

1. Tutoring, self-help, training, vocational testing, and treatments for developmental disorders to include Attention Deficit Disorder (once You have been evaluated for, and have been diagnosed as having a developmental disorder). This Exclusion does not apply to care-related education, such as diabetic education or wound care education.
2. Charges for marital counseling.
3. Charges for intelligence or aptitude tests.

#### **J. Eye Care, Hearing, and Dental Exclusions**

Charges for:

1. Eye refractions or examinations for the fitting of glasses, contacts or hearing aids, including the cost of glasses, contacts or hearing aids. **Check Your Benefits Chart.**
2. Radial keratotomy, radial keratoplasty, LASIK surgery or similar procedures to correct vision refractions.
3. Temporomandibular Joint Syndrome (TMJ), unless it is needed to correct another underlying medical condition, and only if it is Pre-Approved.

#### **K. Anesthesia Exclusions**

Charges for Anesthesia Services for Non-Covered surgeries.

#### **L. Exclusion for Treatment of Injuries When Committing a Felony**

Charges for treatment of injuries when You are convicted of, or plead no contest to, a felony.

#### **M. Exclusions for Acts of War or Riot**

Charges for injuries resulting in connection with acts of war or riots.

<b>N. Exclusions for Medical Services Not Specifically Covered or Not Legally Obtained</b>
--

Charges for medical Services that are not specifically Covered or required by law, as well as charges for medical Services and supplies (including drugs) that are not legally obtained or obtained out of the country.

## **Section 22—Using Your AultCare Card**

### **A. Information On Your Card**

On the front of Your AultCare Card, You will find:

1. Your name.
2. Your Group Number.
3. Your Member Identification Number.
4. Whether Your Coverage is Individual or Family.
5. The Effective Date of Coverage.
6. The amount of Your Copayment.

On the back of Your AultCare Card, You will find:

1. Our address, including where You can submit Claims.
2. Our website [www.aultcare.com](http://www.aultcare.com).
3. Our Service Center telephone numbers, 330-363-6360 and 1-800-344-8858.
4. Our weekday hours of operation.
5. The telephone number You must call to obtain Pre-Approval from our UM Department.

### **B. When You Need to Show Your AultCare Card and Why**

You will need to show Your AultCare Card when You go to a Provider for Services. Your Doctor or Health Care Provider will verify that You are Covered by checking Your Group Number and Member ID Number. If You change Your Coverage from Individual to Family or from Family to Individual, You will get a new AultCare Card. Always bring Your most current AultCare Card with You.

## **Section 23—Your Responsibility for Copayments, Deductibles, Coinsurance**

### **Check Your Benefits Chart for Details**

#### **A. Your Responsibility for Copayments**

A Copayment is the set dollar amount You pay Out-of-Pocket for each Provider Office Visit. Check State Teachers Retirement System Of Ohio Health Care Manual.

**B. Your Responsibility for Deductibles**

A Deductible means a set annual dollar amount of medical expenses You must pay before the Master Group Policy pays. **Check Your Benefits Chart.**

**C. Your Responsibility for Coinsurance**

Coinsurance is the percentage of medical expense You share with the Master Group Policy after You meet Your Annual Deductible. **Check Your Benefits Chart.**

**Section 24—Reference Based Pricing (“RBP”)**

We are committed to offering You Health Care Benefits for Covered Services at reasonable rates. Your Benefits are greatest when You receive Your Health Care Services and treatment from a Network Provider.

Some Plans require Enrollees to stay within the Network. We permit You to go outside the Network. If You go outside the Network, however, You will be responsible for paying what We do not pay, since We have no control over what Non-Network Providers charge.

The amount We pay to a Non-Network Provider often is less than the Non-Network Provider charges and may be less than the amount We pay to a Network Provider for the same Service. You are responsible for paying the balance between the total charges and the amount we pay to Non-Network Providers. Consequently, there may be a financial incentive for You to use Network Providers.

Before choosing a Non-Network Provider, We encourage You to find out what the Non-Network Provider charges for a particular service and what We will pay for that service. We also suggest that You compare what We will pay for the Non-Network Provider’s service to the amount We would pay if the service were furnished by a Network Provider. You may contact the AultCare Service Center for assistance.

**REFERENCE BASED PRICE (RBP):** “RBP” means the allowable fees for Covered Services. For Non-Network Providers, RBP means a fee level assigned based on a percentage of the allowed amount that Medicare would pay for the Covered Service or, if there is no corresponding Medicare rate for the Covered Service, a fee level that We have determined to be appropriate for the particular Covered Service, which often is less than the amount Providers actually charge. We will not pay that portion of the Non-Network Provider fees that exceed RBP. You may be responsible for paying that amount.

For example: If a Non-Network Provider charges You a fee of \$125 for a procedure, and the RBP fee level assigned for this procedure is \$100, then We will pay up to the RBP amount (\$100), minus Your Cost Share. You would be responsible for paying the amount that exceeds RBP, which is \$25 plus any Cost Share.

You are not responsible for paying any amount that exceeds the negotiated rate when You go to a Network Provider.

## **Section 25—Filing Your Claim**

### **A. Claims for Hospital Services**

When Services are provided at a Hospital, show Your AultCare Card and sign the Hospital assignment form. The Hospital will send to AultCare a Claim for Services provided to You.

### **B. Claims For Provider Office Visits**

1. Your Network Provider will file Your Claim for You.
2. If You go to a Non-Network Provider, You may need to use an Application for Benefits form. You can get a copy of this form on-line by going to Our website [www.aultcare.com](http://www.aultcare.com) or by calling Us at 330-363-6360 or 1-800-344-8858. Fill it out and sign the top half of this form. Be sure to answer all questions. Give the form to the Non-Network Provider and ask him or her to complete the bottom half. Either You or the Non-Network Provider must then send the completed form to Us at the AultCare Service Center, P.O. Box 6910, Canton, Ohio 44706. In some cases, You may be able to attach an itemized statement from Your Non-Network Provider instead of having the Non-Network Provider complete the bottom half of the form.

**Payment Cannot Be Made On Any Bill Until Your Properly Completed Application for Benefits Is Filed.** except that if you request an Application for Benefits and do not receive one from AultCare within fifteen days of your request, you may submit written proof covering the occurrence, character and the extent of the loss for which the claim is made, and once that is filed we may follow up with you with for more information.

### **C. Time Limits for Filing Claims**

Generally, You must file a Claim within **24** months from the date You received Service, unless You are not reasonably aware that it must be filed because of Coordination of Benefits or Subrogation.

### **D. Prompt Payment**

Once we have received Your Claim, we will consider it for payment according to the written guidelines of the Plan, including Cost Share (i.e. deductibles, Copayment, and coinsurance) whether Services were Network Provider or Non-Network Provider, and RBP. We will decide Your Claim within 30 days. If Your Claim is incomplete, we will extend the time for determination until we have received any requested information, generally within a timeframe not to exceed 45 days. If we do not receive additional information necessary to decide Your Claim, Your Claim may be denied. You will be notified of any Claims decisions in writing.

### **E. Questions**

If You have a question about Your Claim, how to fill out the Application for Benefits form, or whether You can send in an itemized statement, click onto our website at [www.aultcare.com](http://www.aultcare.com), or call Us at 330-363-6360 or 1-800-344-8858.

## **Section 26—Your HIPAA Privacy Rights**

The confidentiality of Your Claim and health information is very important to Us. We have adopted policies and procedures to safeguard Your Protected Health Information, as required by the Health Insurance Portability and Accountability Act (sometimes known as HIPAA) and Ohio law.

When You contact Us about Your Claim, We may ask You to verify Your identity. If You are calling about a Claim for a Dependent, including Your Spouse or a Child over the age of 18, then Your Spouse or Dependent will need to sign an Authorization that allows Us to discuss information, including Protected Health Information, with You. HIPAA's Privacy Rule prohibits Us from disclosing another's Protected Health Information without an Authorization, except in limited circumstances

## **Section 27—Benefit Determination**

### **Benefits payable are determined as follows:**

- A. Eligible Expenses incurred during any Benefit Period may be applied against the Deductible Amount until You have paid the Deductible Amount Out-of-Pocket.
- B. After You have paid the Deductible Amount, Eligible Expenses will then be paid at the Benefit Percentage stated in the Benefits Chart.

## **Section 28—Coordination of this Contract's Benefits with Other Benefits**

The Coordination of Benefits ("COB") provision applies when a person has Health Care Coverage under more than one Plan. Plan is defined below.

The order of benefit determination rules govern the order in which each Plan will pay a Claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total Allowable expense.

### **Definitions**

- A. A Plan is any of the following that provides benefits or Services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same Plan and there is no COB among those separate contracts.
  - (1) Plan includes: group and non-group insurance contracts, health insuring corporation ("HIC") contracts, closed panel Plans or other forms of group or group-type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as Skilled Nursing Care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental Plan, as permitted by law.

- (2) Plan does not include: Hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; supplemental coverage as described in Revised Code sections 3923.37 and 1751.56; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental Plans, unless permitted by law.

Each contract for coverage under (1) or (2) is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

- B. This Plan means, in a COB provision, the part of the contract providing the Health Care Benefits to which the COB provision applies and which may be reduced because of the benefits of other Plans. Any other part of the contract providing Health Care Benefits is separate from this Plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.
- C. The order of benefit determination rules determine whether This Plan is a Primary Plan or Secondary Plan when the person has Health Care Coverage under more than one Plan.

When This Plan is primary, it determines payment for its benefits first before those of any other Plan without considering any other Plan's benefits. When This Plan is secondary, it determines its benefits after those of another Plan and may reduce the benefits it pays so that all Plan benefits do not exceed 100% of the total Allowable expense.

- D. Allowable expense is a Health Care expense, including Deductibles, Coinsurance and Copayments, that is covered at least in part by any Plan covering the person. When a Plan provides benefits in the form of Services, the reasonable cash value of each service will be considered an Allowable expense and a benefit paid. An expense that is not covered by any Plan covering the person is not an Allowable expense. In addition, any expense that a Provider by law or in accordance with a contractual agreement is prohibited from charging a covered person is not an Allowable expense.

The following are examples of expenses that are not Allowable expenses:

- (1) The difference between the cost of a semi-private Hospital room and a private Hospital room is not an Allowable expense, unless one of the Plans provides coverage for private Hospital room expenses.
- (2) If a person is covered by 2 or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable expense.
- (3) If a person is covered by 2 or more Plans that provide benefits or Services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable expense.

- (4) If a person is covered by one Plan that calculates its benefits or Services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another Plan that provides its benefits or Services on the basis of negotiated fees, the Primary Plan's payment arrangement shall be the Allowable expense for all Plans. However, if the Provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Plan's payment arrangement and if the Provider's contract permits, the negotiated fee or payment shall be the Allowable expense used by the Secondary Plan to determine its benefits.
  - (5) The amount of any benefit reduction by the Primary Plan because a covered person has failed to comply with the Plan provisions is not an Allowable expense. Examples of these types of Plan provisions include, pre-certification of admissions, or preferred Provider arrangements.
- E. Closed panel Plan is a Plan that provides Health Care Benefits to covered persons primarily in the form of Services through a panel of Providers that have contracted with or are employed by the Plan, and that excludes coverage for Services provided by other Providers, except in cases of Emergency or referral by a panel member.
  - F. Custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the Child resides more than one half of the calendar year excluding any temporary visitation.

### **Order of Benefit Determination Rules**

When a person is covered by two or more Plans, the rules for determining the order of benefit payments are as follows:

- A. The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits of under any other Plan.
- B. (1) Except as provided in Paragraph (2), a Plan that does not contain a Coordination of Benefits provision that is consistent with this regulation is always primary unless the provisions of both Plans state that the complying Plan is primary.  
  
(2) Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base Plan Hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed panel Plan to provide out-of-network benefits.
- C. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.
- D. Each Plan determines its order of benefits using the first of the following rules that apply:

- (1) Non-Dependent or Dependent. The Plan that covers the person other than as a Dependent, for example as an employee, member, policyholder, subscriber or retiree is the Primary Plan and the Plan that covers the person as a Dependent is the Secondary Plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a Dependent, and primary to the Plan covering the person as other than a Dependent (e.g. a retired employee), then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, member, policyholder, subscriber or retiree is the Secondary Plan and the other Plan is the Primary Plan.
- (2) Dependent Child covered under more than one Plan. Unless there is a court decree stating otherwise, when a Dependent Child is covered by more than one Plan the order of benefits is determined as follows:
  - (a) For a Dependent Child whose parents are married or are living together, whether or not they have ever been married:
    - The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or
    - If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.
    - However, if one spouse's Plan has some other coordination rule (for example, a "gender rule" which says the father's Plan is always primary), we will follow the rules of that Plan.
  - (b) For a Dependent Child whose parents are divorced or separated or not living together, whether or not they have ever been married:
    - (i) If a court decree states that one of the parents is responsible for the Dependent Child's Health Care expenses or Health Care Coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to Plan years commencing after the Plan is given notice of the court decree;
    - (ii) If a court decree states that both parents are responsible for the Dependent Child's Health Care expenses or Health Care Coverage, the provisions of Subparagraph (a) above shall determine the order of benefits;
    - (iii) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the Health Care expenses or Health Care Coverage of the Dependent Child, the provisions of Subparagraph (a) above shall determine the order of benefits; or
  - (c) If there is no court decree allocating responsibility for the Dependent Child's Health Care expenses or Health Care Coverage, the order of benefits for the Child are as follows:
    - The Plan covering the Custodial parent;

- The Plan covering the spouse of the Custodial parent;
  - The Plan covering the non-custodial parent; and then
  - The Plan covering the spouse of the non-custodial parent.
- (d) For a Dependent Child covered under more than one Plan of individuals who are not the parents of the Child, the provisions of Subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the Child.
- (3) Active employee or retired or laid-off employee. The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan covering that same person as a retired or laid-off employee is the Secondary Plan. The same would hold true if a person is a Dependent of an active employee and that same person is a Dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.
- (4) COBRA or state continuation coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, member, subscriber or retiree or covering the person as a Dependent of an employee, member, subscriber or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.
- (5) Longer or shorter length of coverage. The Plan that covered the person as an employee, member, policyholder, subscriber or retiree longer is the Primary Plan and the Plan that covered the person the shorter period of time is the Secondary Plan.
- (6) If the preceding rules do not determine the order of benefits, the Allowable expenses shall be shared equally between the Plans meeting the definition of Plan. In addition, This Plan will not pay more than it would have paid had it been the Primary Plan.

### **Effect on the Benefits of this Plan**

- A. When This Plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a Plan year are not more than the total Allowable expenses. In determining the amount to be paid for any Claim, the Secondary Plan will calculate the benefits it would have paid in the absence of other Health Care Coverage and apply that calculated amount to any Allowable expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the Claim do not exceed the total Allowable expense for that Claim. In addition, the Secondary Plan shall credit to its Plan deductible any amounts it would have credited to its deductible in the absence of other Health Care Coverage.
- B. If a covered person is enrolled in two or more Closed panel Plans and if, for any reason, including the provision of service by a Non-Panel Provider, benefits are not payable by one Closed panel Plan, COB shall not apply between that Plan and other Closed panel Plans.

### **Right to Receive and Release Needed Information**

Certain facts about Health Care Coverage and Services are needed to apply these COB rules and to determine benefits payable under This Plan and other Plans. AultCare Insurance Company may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This Plan and other Plans covering the person Claiming benefits. AultCare Insurance Company need not tell, or get the consent of, any person to do this. Each person Claiming benefits under This Plan must give AultCare Insurance Company any facts it needs to apply those rules and determine benefits payable.

### **Facility of Payment**

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, AultCare Insurance Company may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. AultCare Insurance Company will not have to pay that amount again. The term “payment made” includes providing benefits in the form of Services, in which case “payment made” means the reasonable cash value of the benefits provided in the form of Services.

### **Right of Recovery**

If the amount of the payments made by AultCare Insurance Company is more than it should have paid under this COB provision, it may recover the excess from one or more of the persons it has paid or for whom it has paid, or any other person or organization that may be responsible for the Benefits or Services provided for the covered person. The “amount of the payments made” includes the reasonable cash value of any benefits provided in the form of Services.

### **Coordination Disputes**

If You believe that we have not paid a Claim properly, You should first attempt to resolve the problem by contacting us at 1-800-344-8858 and [www.aultcare.com](http://www.aultcare.com) (For health insuring corporations, reference evidence of coverage’s description of appeal procedures). If You are still not satisfied, You may call the Ohio Department of Insurance for instructions on filing a consumer complaint. Call 1-800-686-1526, or visit the Department’s website at <http://insurance.ohio.gov>.

### **Annual Requirement**

Each year, You will be required to fill out an Other Coverage Information Form (OCIF). This form confirms there have been no changes in any member’s status with regard to other Coverage. The OCIF needs to be filled out and returned promptly, as it may affect the processing of Your Claims. If You have questions, please contact the AultCare Service Center at 330-363-6360 or for members outside Stark County, 800-344-8858 and a Customer Service Representative will help You. You can also supply the requested information online at [www.aultcare.com](http://www.aultcare.com).

## **Medicare Provision**

Any benefits covered under both this Plan and Medicare will be paid pursuant to Medicare Secondary Payor legislation, regulations, and Centers for Medicare & Medicaid Services (CMS) guidelines, subject to federal court decisions. Federal law controls whenever there is a conflict among state law, Plan provisions, and federal law.

Except when federal law requires the Plan to be the primary payor, the benefits under this Plan for Members age 65 and older, or Members otherwise eligible for Medicare, do not duplicate any benefit for which Members are entitled under Medicare, including Parts B and/or D. Where Medicare is the Health responsible payor, all sums payable by Medicare for services provided to Members shall be reimbursed by or on behalf of the Members to the Plan, to the extent the Plan has made payment for such services. For the purposes of the calculation of benefits, if the Member has not enrolled in Medicare Part B, We will calculate benefits as if they had enrolled.

## **Section 29—Explanation of Benefits (“EOB”)**

AultCare processes an Explanation of Benefits (sometimes called an “EOB”) that describes how We handled Your Claim. An EOB is not a bill, Your Provider may send You a bill, if needed. You may visit our website at [www.aultcare.com](http://www.aultcare.com) to view Your EOB online, or, You may request a paper copy via mail.

The EOB describes the Group Number and the ID Number of the person who received Services, what Services were provided, who provided them, and the date they were provided, any adjustments to show Cost Share, additional fee adjustments or Exclusions that You may or may not be required to pay, the total amount AultCare paid on the Claim and the date it paid, and the amount, if any, You are responsible for paying.

### **Access Your Explanation of Benefits (EOBs) 24 Hours a Day**

You can access, view or print Your EOBs from Your AultCare account any time You need them.

Go to AultCare’s website at [www.aultcare.com](http://www.aultcare.com)

“Click to Login” button on the left side of the screen or tiny login button above search box.

**Registered users:** enter username and passwords. New users: click “Register for a new account” and follow the “Steps for Registration”. If You are a new user, within 2-3 weeks, You will begin receiving email notifications when an electronic EOB is posted.

### **Manage Your ready to view EOB email notification preferences:**

- Once logged in, select “account” and then “alerts & emails”
- Click Claim EOB Ready Notification
- Click “ON” = sends email
- Click “OFF” = does not send email

### **Manage Your paperless statement delivery settings:**

- Once logged in, select “account” and then “alerts & emails”
- Click Paperless Explanation of Benefits Statement
- Click “NO” to receive paper EOBs in the mail
- Click “YES” to receive EOBs electronically and no longer receive them in the mail

If You have questions or do not have internet access, call AultCare’s Customer Service at 330-363-6360 or 1-800-344-8858. A service representative can answer Your questions and help You change Your EOB options over the phone.

## **Section 30- Subrogation, Reimbursement and Other Insurance**

### **A. Agreement**

AultCare may pay for a Benefit that results from an injury or illness for which another person, Plan, program or insurance company may be liable and/or responsible for paying. Examples include (without limitation) payments from another person or entity, automobile insurance, other liability Coverage, and other insurance You may have (called “first-party” insurance) which pays Your Claim. If You receive payment from any source, You must pay AultCare back. AultCare’s Benefit under this policy is “excess” to several types of other insurance, which may provide Coverage for medical expenses. Accepting AultCare’s payment of a Benefit means You agree to all terms.

### **B. What is Subrogation**

When AultCare pays You a Benefit for an injury or illness that another person, Plan, program or insurance company may be responsible for paying (see Section A), then You agree to give AultCare the right to get back the Benefit it paid. This is called Subrogation.

AultCare’s Subrogation rights go into effect when it pays a Benefit for Covered Services. At that point, AultCare becomes Subrogated to all rights You have equal to the Benefit it paid (or will pay) for Covered Services for an illness or injury for which You may be entitled to receive payment from any person or entity.

AultCare’s Subrogated rights include any Claim You have to receive payments from the person or entity who caused the illness or injury, that person’s or entity’s insurer, any “Uninsured Motorist,” any “Underinsured Motorist,” any “Medical Payments,” any “No-Fault” payment, and any other similar Coverage provisions. It does not apply to Automobile Property Damage recovery. AultCare’s right of Subrogation applies equally to all state, federal or common law Claims of survivors, wrongful death, loss of companionship (called “consortium”) and other similar Claims. AultCare’s right of Subrogation will not exceed the amount of the Benefit it paid or will pay to You.

AultCare’s Subrogation right has “first priority” to any payment You receive. That means AultCare has a right to be repaid before anyone else, including You, any injured party, any attorney, any person with a Claim that arises out of, or results from, the illness or injury (called a “derivative Claim”), and any other person or entity with a Claim, right or lien on the payment. AultCare’s Subrogation right will not be reduced by the amount of any attorney fees or costs You or any other party “incur” (including, but is not limited to,

fees and costs You actually paid, as well as fees and costs for Services performed for which You or another party are responsible for paying) to receive a potential payment.

If You make a civil claim for a tort action seeking damages for injury, death, or loss to person, whether or not a lawsuit is pending, or a civil claim regarding uninsured or underinsured motorist coverage (but not a claim for breach of contractor agreement between persons), but You do not recover the full value of damages for Your claim because of: (1) comparative negligence; (2) diminishment due to joint and several liability; or (3) Your inability to collect the full value of the claim for injury, death, or loss to person due to limited liability insurance or any other cause, then notwithstanding any contractual or statutory provision to the contrary, the rights of a subrogee (including AultCare, an insurance company doing business in Ohio, a self-funded plan providing health benefits, or any other person or entity that asserts a contractual, statutory, or common law subrogation claim against a third party or injured party in a tort action) will be diminished by the same proportion that Your interest in recovering damages is diminished. If You or another person disputes the distribution of damages recovered in a tort action, then either You or the other person may file a declaratory judgment action in common pleas court to resolve that dispute.

AultCare's right to Subrogation applies even if You, any injured party, anyone with a derivative Claim, any attorney, or any other person or entity are not "made whole." That means AultCare has a right to be reimbursed for its payment, even though there may not be enough money to compensate You fully for Your loss, or You receive only partial payment for the loss.

### **C. Reimbursement**

If You receive payment from any person or entity or through any Coverage (see Sections A and B), no matter how or what You, Your legal representative or any other party may call that payment, You must hold that payment "in trust" for AultCare. That means even though You are holding onto a payment made to You, the amount of that payment equal to the Benefit AultCare paid is not Yours to keep. That amount belongs to AultCare. You must pay back AultCare the amount equal to the Benefit AultCare had paid You within 14 calendar days from the date You received that payment.

Because some or all of the payment You are holding belongs to AultCare, any payment You, any injured party, any attorney or any other person or entity receives is subject to what is called a "constructive trust," or "equitable lien" that AultCare has on that payment, so it may be reimbursed. AultCare's right to be reimbursed continues, even if You use the payment to buy real estate, personal property, or other property. If AultCare is not timely reimbursed from any payment, it may reduce future payments for a Benefit to You until it is paid back in full.

AultCare's reimbursement right is first in priority to any payment received. It takes priority over You, any injured party, any attorney, any person with a derivative Claim, and any other person or entity with a Claim, right or lien on the payment. AultCare's reimbursement right will not be reduced for any attorney fees or costs You or any other person "incur" (see definition in Section B) to get a potential payment. You, any injured party, any attorney or any other person or entity must pay any expenses, including attorney fees and court costs, that AultCare "incurs" (see definition in Section B) to enforce its reimbursement right.

AultCare's reimbursement right applies even if You, any injured party, any person with a derivative Claim, any attorney or any other person or entity are not "made whole," are not fully compensated, or You receive only partial payment for the loss.

#### **D. Your Cooperation**

You, any injured party, any attorney and any other person or entity must cooperate with AultCare in the Subrogation, Reimbursement and Other Insurance process. You, any injured party, any attorney and any other person or entity must do whatever is necessary to let AultCare recover in Subrogation, Reimbursement and when there is other Insurance. You, any injured party, any attorney or any other person or entity must sign all documents for You to assign Your rights under this Section to AultCare.

You must give AultCare any information it asks You to provide as soon as reasonably possible. You must promptly notify AultCare of how, when and where an Accident or incident resulting in personal injury to You occurred and give AultCare all information about the persons involved. You, any injured party, any attorney or any other person or entity must cooperate with AultCare in the investigation, settlement and protection of AultCare's rights.

You, any injured party, any attorney or any other person or entity must send AultCare copies of any police report, notices or other papers received in connection with the Accident or incident resulting in any illness or injury. You, any injured party, any attorney or any other person or entity must not settle or compromise any Claims, unless You notify AultCare in writing at least 30 calendar days before the settlement or compromise, and AultCare agrees to the settlement or compromise in writing.

You must complete, sign and return an Accident questionnaire and/or Subrogation agreement before We can process Your Claim for Covered Services. We cannot pay Your Claim until You return the Accident questionnaire and/or Subrogation agreement. Because a delay in returning the questionnaire and/or Subrogation agreement may prejudice our Subrogation rights, Your failure to return a completed questionnaire and/or Subrogation agreement within 30 calendar days, will result in the Denial of Your Claim. Please contact the AultCare Service Center if You have questions.

#### **E. Discretionary Authority**

AultCare has "discretionary authority" to interpret and enforce the terms and conditions of the Subrogation, Reimbursement and Other Insurance provisions and to make determinations as to the amount that may be owed.

### **Section 31- Determination of Time Frames**

- A. When You require urgent care services, as determined by Your Provider, because You would be subject to adverse health consequences without the requested treatment or Your psychological state jeopardizes the life, health or safety of yourself or others, a decision will be made once the request has been received from the Provider but no later than 48 hours after receipt of the request, unless You or Your Provider have provided insufficient information. If insufficient information has been provided to make the decision, we will notify You or Your Provider within 24 hours requesting the necessary information and will allow You or Your Provider 48 hours to respond.
  
- B. We will make Prospective Review Determinations (Pre-Service) within 10 Calendar Days after a proposed admission, procedure or Health Care Service that needs a Review Determination.

1. We will notify the Provider by secure electronic submission, phone, letter, or fax regarding the Pre-Approval and will also let You know in writing.
2. If there is an Adverse Determination, we will notify the Provider by secure electronic submission, phone, letter, or fax after making the Adverse Determination and will also let You know in writing.
3. We will not retroactively deny any approved Prospective Review Determinations if all of the following criteria has been met:
4. The health care practitioner submits a prior authorization request to the insurer or plan for a health care service, drug, or device;
5. The insurer or plan approves the prior authorization request.
6. The health care practitioner renders the health care service, drug, or device pursuant to the approved prior authorization request and all of the terms and conditions of the health care practitioner's contract with the insurer or plan;
7. The health care practitioner renders the health care service, drug, or device pursuant to the approved prior authorization request and all of the terms and conditions of the health care practitioner's contract with the insurer or plan;
8. If the health care practitioner submits a claim that includes an unintentional error and the error results in a claim that does not match the information originally submitted by the health care practitioner in the approved prior authorization request, upon receiving a denial of services from the insurer or plan, the health care practitioner may resubmit the claim pursuant to division (C) of this section with the information that matches the information included in the approved prior authorization.

**C.** We will make Concurrent Review Determinations after obtaining all Necessary Information.

1. We will notify the Provider within 24 hours by phone after making a Determination to Pre-Approve an extended stay.
2. We will notify the Provider within 24 hours by phone after making an Adverse Determination, and We will let You know in writing of that Adverse Determination. If You are receiving Services outside of the AultCare Network, You will be financially responsible for charges that exceed RBP.
3. If Your claim is an Urgent Concurrent claim, We will provide a determination and notification 24 hours prior to the end of treatment.
4. If Your claim is a Non-Urgent Concurrent claim, We will provide a determination and notification in advance of the reduction or termination of services with enough time for You to appeal Our decision.

**D.** We will make Retrospective Reviews (Post-Service) within 30 calendar days after receiving all Necessary Information.

- E. You may request an Internal Review (see below) if We fail to make a Determination or We fail to Notify You within the time frames stated in this Section.
- F. You may have rights for other Claims Review Procedures under state law. Call Us if You have questions.

## **Section 32 –Questions, Complaints, Review and Appeals**

### **A. Tell Us first if You have a Question, Disagreement, or Complaint.**

If You have a question, a Complaint or You disagree with any of Our decisions or procedures, call Us first. We want to answer Your questions, address Your Complaint and resolve any disagreements, if possible.

### **B. Types of Appeals**

There are a number of Appeals that are available to You if we cannot resolve disagreements. You can Appeal any Adverse Determination by Us as to:

1. A Service that is not Covered.
2. A Service that is not Medically Necessary, Appropriate or Effective.
3. A Service that is Experimental or Investigational.
4. Rescission of Coverage.
5. A determination You are not eligible for Coverage.

You may also request an Expedited Review if Your medical condition needs prompt attention.

In the event of a Rescission, We will give You thirty 30 days advanced notice before Coverage is Rescinded.

### **C. Complaints or Quality of Care Issues**

If You are not satisfied with the quality of care You received or the way We handled Your Claim, please call the AultCare Service Center at 330-363-6360 or 1-800-344-8858 to speak with a Customer Service Representative. You may contact us via our website at [www.aultcare.com](http://www.aultcare.com).

We will obtain all Necessary Information to investigate Your Complaint. We will contact You to let You know the status or outcome of Your Complaint within 30 calendar days after We receive Your Complaint.

If You feel the issue is not resolved, You may file a written Complaint with Our Grievance/Appeal Coordinator. You have 60 calendar days from the date You received Our notice to file this Complaint.

AultCare Grievance/Appeal Coordinator  
P.O. Box 6029  
Canton, Ohio 44706

We will send You written notice of the outcome of Your Complaint within 30 calendar days of the request for review by the Grievance and Appeals Coordinator.

Complaints may be resolved quickly and easily by contacting AultCare. If AultCare's Internal Review process has been exhausted and You still wish to file a Complaint with the Ohio Department of Insurance, You may do so at that time. If You choose to file a Complaint with the Department of Insurance, send Your written Complaint to:

Ohio Department of Insurance  
Consumer Services Division  
Third Floor - Suite 300  
50 W. Town Street  
Columbus, OH 43215

You may also call the Consumer Services Division Hotline at 1-800-686-1526 or 1-614-644-2673.

#### **D. Denial or Rescission of Coverage**

If Coverage for medical Service is denied, reduced, or terminated, You may ask Us to review the request for Service again. This is called an Internal Review of an Adverse Determination. You may ask for an Internal Review of an Adverse Determination because:

1. Service is not Covered or is Excluded or Limited under the terms of the Plan.
2. Service is does not meet requirements for Medical Necessity, appropriateness, Health Care setting or, level of care.
3. Service is Experimental or Investigational.
4. Rescission of Your Coverage.
5. You are not eligible for Coverage.

You, or someone acting for You, or Your Provider may request an Internal Review. The Provider and Health Care Facility must have Your consent to request an Internal Review. You do not have to pay for the Internal Review. You will be permitted to view Your file and present evidence and testimony. You will be provided free of charge any new or additional evidence and the rational for any adverse Benefit determination. Enrollees will be permitted to receive continued Coverage pending outcome of Appeals process.

The Company must notify You of a Benefit determination for any Claim involving Urgent Care as soon as possible but not later than 24 hours. Concurrent internal and External Reviews shall be allowed for Claims involving urgent care or an ongoing course of treatment.

You have the right to an External Review if the Company fails to adhere to internal Claims and Appeals processes. However, de minimis violations that do not cause or are not likely to cause prejudice or harm to the Claimant, which were for good cause or beyond the control of the Plan or Us, and which occurred in the context of an ongoing, good faith exchange of information will not give rise to a right to an External Review prior to the completion of an Internal Review.

Requests for Internal Review of an Adverse Determination made by eviCore can be sent to:

eviCore healthcare  
Attn: Clinical Appeals  
400 Buckwalter Place Blvd  
Bluffton, SC 29910  
Fax: 1-866-699-8128

Requests for Internal Review can be sent to the Grievance/Appeal Coordinator at:

AultCare Grievance/Appeal Coordinator  
P.O. Box 6029  
Canton, Ohio 44706

**E. Internal Review When the Adverse Determination Is Because Services Are Not Covered**

If We deny, reduce or terminate the Service because it is not Covered or is excluded or limited by the Plan, You may write to AultCare to request a review of Our decision. We will review Your request and the terms of the Plan as part of Our Internal Review. We will give You a written decision within 30 calendar days from the date We receive Your request for an Internal Review. If We do not provide a written decision in this amount of time, the internal appeals process may be deemed exhausted.

If You do not receive a decision within 30 days as described above, You may be eligible for an External Review. You should write to AultCare and We will review Your request. If We deny Your request for an External Review, We will provide a written decision within 10 days which describes why the delay in Our decision does not deem the Internal Review process exhausted. The decision will describe why the delay was the result of good cause and occurred in the course of ongoing conversations between You and AultCare.

You may ask for a review of this explanation from the Ohio Department of Insurance. You can write to the Department of Insurance, Consumer Services Division, Third Floor - Suite 300, 50 W. Town Street, Columbus, Ohio 43215, or call the Department of Insurance at 800-686-1526. If the Ohio Department of Insurance agrees with AultCare's explanation for why there was a good faith delay in an Internal Review decision as described above, You will receive a notice of the decision. You have 10 days from that decision to resubmit your request for an Internal Review to AultCare. All normal Internal Review timeframes will apply.

If We continue to deny Your request because it is not a Covered Service, You may ask for a review from the Ohio Department of Insurance as described above.

**F. Internal Review When Denial Is Because Services Are Not Medically Necessary, Appropriate or Effective**

If We deny, reduce or terminate payment for the Service based on medical judgment or medical information because the Service does not meet requirements for Medical Necessity, appropriateness, Health Care setting

or, level of care, You may ask for an Internal Review. A Clinical Peer will conduct this review. A Doctor will be the Clinical Peer when the Service being evaluated is the kind of treatment provided by Doctors.

The Clinical Peer will review Your medical records to determine if the Service meets requirements for Medical Necessity, appropriateness, Health Care setting and level of care. If the Clinical Peer determines the Service is Medically Necessary, appropriate and effective, We will Cover the Service. You still would be responsible for paying Your Cost Share. If the Clinical Peer determines that the Service is not Medically Necessary, appropriate or effective, then We may continue to deny the Service. If payment for the Service is denied, reduced or limited, You may ask for an External Review by an Independent Review Organization.

We will give You a written decision within 30 calendar days from the date We receive Your written request for an Internal Review. If Your medical condition needs a faster review (called an "Expedited Review"), We will provide You a response within 72 hours.

### **G. Internal Review When Denial Is Because Services Are Experimental or Investigative**

You may ask for an Internal Review if We deny, reduce or limit payment for Your Claim because the Service is Experimental or Investigative. A Service is Experimental or Investigative if a majority of medical authorities consider it to be Experimental or Investigative or if it is not appropriate for Your diagnosis.

We will use a Clinical Peer for an Internal Review of a Service considered Experimental or Investigative. The Clinical Peer will review Your medical records and acceptable standard of care for patients with Your medical diagnosis. The Clinical Peer also will review information submitted by the Provider who would perform the Service, and any other clinical or professional information at the Clinical Peer's professional discretion. If the Clinical Peer determines that the Service is not Experimental or Investigative, We will Cover it. You must pay Your Cost Share. If the Clinical Peer determines that the Service is Experimental or Investigative, We will deny Coverage. If You meet certain statutory requirements You may ask for an External Review, which may be Expedited.

## **Section 33- External Review**

### **A. When You May Ask For an External Review by an Independent Review Organization**

Before You ask for an External Review, You first must let Us reconsider any Adverse Determination through the Internal Review process except in limited circumstances described in the section on Expedited Reviews below. You may be able to skip the Internal Review process and go directly to an External Review by an Independent Review Organization. We must have Your permission before an External Review is conducted instead of first going through an Internal Review. If You go directly to an External Review, instead of first going through an Internal Review, You will lose the right of Reconsideration and Internal Review. We will not grant any Reconsideration or Internal Review after a decision has been made by the Independent Review Organization. If You have questions on how this works or how to ask for an External Review, contact the AultCare Service Center.

If You request an External Review for any reason, You will be required to authorize the release of Your medical records to conduct the External Review.

You may submit in writing any additional information You believe should be considered as part of the External Review. This additional information must be submitted by You within 10 business days of the date You receive notice from Us that Your request for an External Review is complete. In the case of an Expedited Review, You must submit the information immediately.

If You would like more information about the External Review process, including forms needed to commence an External Review and authorization forms, please contact the AultCare Service Center.

#### **B. External Review Because Services are Not Covered or Coverage Is Rescinded**

If We make an Adverse Determination because the Service is not Covered by this Plan, the Service is Excluded, You are not eligible for Coverage or Your Coverage was rescinded, You may request an External Review to be conducted by the Ohio Department of Insurance. You must request this review within 180 calendar days of receiving notice of the Adverse Determination as part of the Internal Review. Your request must be in writing to Us except if You request an Expedited Review, which is explained below.

#### **C. External Review When Denial Is Because Services Are Not Medically Necessary, Appropriate or Effective**

If We make an Adverse Determination based on medical judgment or medical information because the Service does not meet requirements for Medical Necessity, appropriateness, Health Care setting or level of care, You may request an External Review from an Independent Review Organization. The Independent Review Organization is not connected with AultCare.

You must request this review within 180 calendar days of receiving notice of the Adverse Determination as part of the Internal Review. Your request must be in writing except if You request an Expedited Review, which is explained below.

The Independent Review Organization will review Your medical records to determine if the Service under review meets requirements for Medical Necessity, appropriateness, Health Care setting or level of care. If the Independent Review Organization finds that the Service does meet Plan requirements for Medical Necessity, appropriateness, Health Care setting or level of care, We will Cover that Service according to the terms of the Plan. If the Independent Review Organization finds that the Service does not meet Plan requirements for Medical Necessity, appropriateness, Health Care setting or level of care, We will not pay for it.

#### **D. External Review When Denial Is Because Services Are Experimental or Investigative**

You may ask for an External Review when We make an Adverse Determination because Services were determined to be Experimental or Investigative, except if the Services are explicitly Excluded under the Plan. To qualify for this External Review You must meet all of the following criteria:

1. You request an External Review no later than 180 calendar days after the receipt of notice of the decision in the Internal Review to deny Coverage.
2. Your Doctor certifies that one of the following situations applies to Your condition:

- a. Standard therapies have not been effective in improving Your condition.
  - b. Standard therapies are not medically appropriate for You.
  - c. There is no available standard therapy Covered by the Plan that will Benefit You more than the therapy You or Your Doctor requested.
3. You have gone through all the steps in the Internal Review process.
  4. The drug, device, procedure, or other therapy would be Covered if it were not considered to be Experimental or Investigative.

If Your treating Provider certifies that the requested Services would be significantly less effective if not promptly initiated, You may request an Expedited Review of a Denial of Experimental or Investigative Services. Procedures for initiating an Expedited Review are explained below.

#### **E. Requesting an External Review by an Independent Review Organization**

You must request an External Review within 180 calendar days of receiving notice of the Adverse Determination from the Internal Review. You, someone acting for You, or Your Doctor or Provider, may ask for an External Review. The Provider must have Your written consent to request a review. You do not need the Provider's permission to request an External Review. You do not have to pay for an External Review.

The Independent Review Organization must give You a decision within 30 calendar days of Your request for a standard External Review. The decision must include:

1. The reasons for the request for the External Review.
2. The rationale for the decision.
3. References to evidence or documentation that was considered.

If the Independent Review Organization finds that the Service is Medically Necessary, We will Cover the Service. You must pay the applicable Cost Share. If the Independent Review Organization finds that the Service is not Medically Necessary, We will not Cover the Service.

### **Section 34- Expedited Review**

#### **A. Request for Expedited Review**

You may ask for an Expedited External Review by phone, fax, e-mail, orally or in writing in any of the following circumstances:

1. Your treating Physician certifies that a Denial of Coverage involves a medical condition that could seriously jeopardize Your life or health if treated after the time frame of an Expedited Review and You have filed a request for an Expedited Internal Review;

2. Your treating Physician certifies that a Denial of Coverage involves a medical condition that could seriously jeopardize Your life or health, or would jeopardize Your ability to regain maximum function if treated after the time frame of a standard External Review;
3. A Denial of Coverage concerns an admission, availability of care, continued stay, or Health Care Service for which You received Emergency Services, but You have not yet been Discharged from a facility.

If a request for an Expedited Review is complete and eligible, We will transmit all necessary documents and information to the assigned Independent Review Organization, which will give You a decision within 72 hours of being assigned the Expedited Review.

### **B. Right to Request an Expedited Review Before An Internal Review is Completed**

In certain circumstances, You may request an Expedited Review without having to first complete an Internal Review. An External Review may be requested before an Internal Review is completed in the following circumstances:

1. Your treating Physician certifies in writing that You have a medical condition where the time frame for completing an Expedited Review after an Internal Review would seriously jeopardize Your life, health or Your ability to regain maximum function, in which case You may request an Expedited Review simultaneously with an Internal Review;
2. An Adverse Determination is based on a determination that the recommended or requested Service is Experimental or Investigational and Your treating Physician certifies in writing that the Service would be significantly less effective if not promptly initiated, in which case You may request an Expedited Review simultaneously with an Internal Review; or
3. You have requested an Internal Review and We have not issued a decision to You within 30 days following the date You filed a Request for an Internal Review, and You have not requested or agreed to any delay.

### **C. Determination by the Independent Review Organization**

If the Independent Review Organization decides that the Service is Medically Necessary, appropriate and effective, We will Cover the Service. You must pay the applicable Cost Share. If the Independent Review Organization decides that the Service is not Medically Necessary, appropriate or effective, We will not Cover it.

## **Section 35—Other Rights You May Have**

You may have additional review and Appeal rights under Ohio or Federal law, as amended from time to time. We want You to know Your rights. Please check the Statement of ERISA Rights, which is attached to this document or call Your AultCare Service Representative if You have questions about Your rights.

## **Section 36—Definitions**

Note: Definitions in this Section, where applicable, are intended to correspond to, and be consistent with, the definitions in Ohio Revised Code, Chapters 3901, 3923 and 3924, as applicable and amended from time to time. If there is a material inconsistency between a definition of a term in this Section and the definition of that same term in an applicable Section of the Ohio Revised Code, then that term will be interpreted by the definition in the applicable section of the Ohio Revised Code.

Please call the AultCare Service Center if You have a question about what a term means or how it applies to You.

**ACCIDENT** means an unforeseen injury caused by sudden, unexpected and sometimes violent means.

**ACCIDENTAL BODILY INJURY** means an injury occurring as a result of an accident, either directly or indirectly, along with all other related conditions You sustained while Covered under the Master Group Policy.

**ADOPTED CHILD** means a Child that is properly placed, and that a court of competent jurisdiction has named You as the Adoptive Parent and awarded You with all legal rights and responsibilities for the Adopted Child, as if You were the natural parent.

**ADVERSE DETERMINATION** means a determination by Us that an admission, availability of care, continued stay or other Health Care Service has been reviewed and, based upon the information provided, the Health Care Service does not meet the requirements for Benefit payment under the Plan and, therefore, is denied, reduced or terminated. An Adverse Determination may include a determination You are not eligible for Coverage or a rescission of Your Coverage.

**ALCOHOLISM** means a primary, chronic disease, which includes symptoms such as craving, impaired control, increased tolerance and physical dependence on alcohol.

**ALLOWABLE EXPENSE** means the expense for Services that are Covered up to Maximum Allowable Charge.

**AMBULANCE TRANSPORTATION** means a professional, Licensed Ambulance company. It excludes private transportation.

**APPEAL** means Your right to have an Internal or External Review when there has been a Denial of Your Claim for reasons including lack of Coverage, lack of Medical Necessity, the treatment is considered Experimental or Investigational, treatment is inappropriate or ineffective including issues related to Health Care setting and level of care, Your Coverage was rescinded, or You are not eligible for Coverage.

**APPROVED REFERRAL** means a referral, made by Your Network Provider in advance, that permits You to receive Services from a Provider who is not a Network Provider. An Approved Referral does not guarantee payment of Your Claim at the highest level, or at all.

**AULTCARE** means AultCare Corporation and if affiliate AultCare Insurance Company.

**AULTCARE CARD** means the identification card that You are issued, which contains Your name, Your Group Number, Your ID number, the Effective Date of Coverage, and important telephone numbers You can call. Always show Your AultCare Card when You go to a Provider for Services.

**AULTCARE INSURANCE COMPANY** is an insurance company affiliated with, and a part of the AultCare family of Health Care Plans.

**AULTCARE NETWORK** means those Network Providers, listed in the AultCare Provider Directory, who provide medical and Health Care Services to Enrollees under the Master Group Policy.

**AULTCARE MEDICAL DIRECTOR** means a Physician who oversees the review of medical Claims and related issues for AultCare.

**AULTCARE PROVIDER DIRECTORY** means a periodic listing of Physicians, Hospitals and other Providers that have contracts to be Participating Providers in the AultCare Network.

**AULTCARE SERVICE CENTER** means the office staffed by AultCare Representatives who are available to discuss questions with You about Coverage, rights and responsibilities and to assist You.

**BENEFIT** means Covered Charges for Covered Services You are entitled to receive under the Master Group Policy.

**BENEFIT LEVEL (LEVEL OF BENEFITS)** means the percent of Covered charges We will pay, depending on the type of Service and whether the Service was provided by a Network Provider or a Non-Network Provider.

**BENEFIT PERCENTAGE** means the percent of Covered charges We will pay after You have paid the Deductible.

**BENEFIT YEAR** means that period for which Benefit payments for Covered Services under the Plan are available, subject to the Annual Maximum limit.

**BENEFITS CHART (SCHEDULE OF BENEFITS)** means an accompanying document, which includes limits and specific details about Your Benefits Plan and Cost Share amounts You must pay.

**BUSINESS DAY** means normal hours of business, Monday through Friday, excluding holidays.

**CALENDAR YEAR** means January 1 through December 31.

**CASE MANAGER** means a person who is assigned to help monitor and assist You when You are Hospitalized or receiving other complex care.

**CENTERS OF EXCELLENCE PROVIDER** means an AultCare designated Non-Network Provider that meets quality and financial criteria that may be treated as Network. Pre-approval by AultCare Utilization Management is required for Services to be paid at the Network level of Benefit in which RBP may not apply.

**CERTIFICATE** means this document, which generally explains the rules involving Eligibility, Coverage, Benefits and payment obligations, as provided in the Master Group Policy between the Retirement System and AultCare Insurance Company.

**CERTIFICATION (PRE-APPROVAL)** means a determination by our Utilization Management Department that an admission, availability of care, continued stay, or other Health Care Service has been reviewed and, based upon the information provided, the Health Care Service satisfies the requirements for Benefit payment under the Plan.

**CERTIFIED HOME CARE AIDE** means an individual, certified by the State of Ohio, and furnished through a Home Health Care Agency to provide Home Care Services, as prescribed, within the scope of his or her licensure. An immediate relative cannot act as a Home Care Aide.

**CHILD (CHILDREN)** means: A Child includes a biological, legally adopted, placed for adoption, Stepchild, or a Child for whom You have legally custody, up to 26, or regardless of age, a Child who is permanently and totally disabled, provided the disability existed prior to the Child reaching age 26. "Permanently and totally disabled" means the Child is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death, or which has lasted or can be expected to last for a continuous period of not less than 12 months. That attainment of the limiting age for dependent children shall not operate to terminate the coverage of a dependent child if the child is and continues to be incapable of self-sustaining employment by reason of mental retardation or physical handicap, and primarily dependent upon the policyholder or certificate holder for support and maintenance.

**CLAIM** means a written request on an approved form for payment of Covered Services.

**CLINICAL PEER** means a Physician or other practitioner who reviews medical records to determine whether a Service is Covered, according to accepted standards, including those for Experimental and Investigative treatment.

**COBRA** means the Consolidated Omnibus Budget Reconciliation Act of 1985, which requires that the continuation of group insurance coverage be offered to Covered Persons who lose their health insurance due to a qualifying act, as defined by the Act.

**COINSURANCE** means a percentage of medical expenses that You share with the Master Group Policy after You meet Your Annual Deductible.

**COMPLAINT** means a statement of disagreement when a Covered Person believes his or her rights may have been violated. A Complaint may be filed with AultCare or with the Ohio Department of Insurance.

**CONCURRENT REVIEW** means utilization review conducted during the patient's Hospital stay or course of treatment.

**CONFINEMENT** means You are admitted as an Inpatient at a Hospital.

**CONGENITAL DEFECT OR DEFORMITY** means an imperfection, distortion or disfigurement of the body that is present at birth.

**CONTINUATION** means Your ability to continue Coverage for a period of time under certain circumstances, even though You no longer are Covered under the Master Group Policy, so long as You meet the requirements and a Premium is paid.

**CONTRACT YEAR** means a period of **12** consecutive months as specified by the Master Group Policy.

**CONTRIBUTION OR CONTRIBUTION RATE** means the amount of Premium You are responsible for paying if Your Retirement System has a Contributory Plan.

**CONVALESCENT CARE** means Confinement in a Convalescent Facility, such as a nursing home.

**COORDINATION OF BENEFITS** means the procedure used to pay Health Care expenses when a person is covered by more than one plan. AultCare follows rules established by Ohio law to decide which plan pays first and how much the other plan must pay. This is to make sure the combined payments of all plans are no more than Your actual bills.

**COPAYMENT** means the dollar amount or percentage of costs shown in the Benefits Chart that a Covered Person must pay directly to the Provider for certain Covered Services.

**COSMETIC SURGERY** means a procedure that is focused on improving appearance through surgical and medical techniques and can be performed on all areas of the body. Surgery to improve the appearance of any body part is not medically necessary and excluded from coverage under the Plan. **Cosmetic Surgery and Plastic Surgery are not interchangeable.**

**COST SHARE** means the portion of the maximum allowed amount that You are required to pay. This includes Coinsurance, Deductible, and/or Copayments. This does not include premiums, amounts over RBP, or ineligible expenses.

**COURT ORDER** means an official judgment or document, signed and issued by a court of competent jurisdiction that is filed as a matter of public record.

**COVERAGE** means You and Your Dependents are eligible to have AultCare pay Benefits for certain Services according to the Plan and subject to Cost Share, Exclusions and Maximums.

**COVERAGE MONTH** means that period of time beginning on the first of the month and ending on the day before the first of the next month in accordance with the effective date of the Participating member's Coverage.

**COVERED PERSON** means a person Eligible under the Plan to receive Coverage and Benefits.

**COVERED SERVICES** means the health Services and items described in this Certificate, and updated in the Benefits Chart, for which AultCare provides Benefits to Covered Persons.

**CREDITABLE COVERAGE** means coverage of the individual under a group health plan, health insurance coverage, Medicare, Medicaid, military-sponsored Health Care, a program of the Indian Health Service, a State health Benefits risk pool, a health plan offered under chapter 89 of title 5, United States Code, a public health plan as defined in regulations, a health benefit plan under section 5(e) of the Peace Corps Act, or other similar Health Care provision. However, a period of Creditable Coverage is not counted if there is a

break in coverage of **63** calendar days or more (other than any applicable waiting period) between the end of the creditable coverage and the participant's or beneficiary's enrollment date under the new coverage.

**CUSTODY** means that You have the responsibility for the supervision or control of a minor or person who lacks capacity.

**CUSTODIAL CARE** means Care given solely to assist a Person in the routine activities of housekeeping, bathing, eating and other activities of daily living.

**DEDUCTIBLE (ANNUAL DEDUCTIBLE)** means a specified dollar amount of eligible Covered Services, which the Covered Person must pay before AultCare pays Benefits. Deductibles begin on January 1 of each year.

**DENIAL** means a determination by AultCare that a Claim will not be paid in full or in part for various reasons, including lack of Coverage, lack of Medical Necessity, or because the treatment is considered Experimental or Investigative. A Covered Person whose Claim has been denied has certain Reconsideration, review and Appeal rights.

**DEPENDENT** means:

- A. Your Spouse in a legal marriage.
- B. Your Child under the age of 26 years.
- C. A Child for whom You are required to provide health insurance Coverage by Court or Administrative Order.

**DIAGNOSTIC SERVICES** mean laboratory, radiological or other Services intended to diagnose Your medical condition.

**DISABILITY** means the inability to perform the material and substantial duties of Your job as the result of Accidental Bodily Injury or Sickness. Disability may be partial or total. Disability may be short term or long term. Disability may be temporary or permanent.

**DISCHARGE** means the release from Hospital Confinement.

**DIVORCE DECREE** means a Court Order, signed by a judge, which finalizes the divorce and which provides for the custody and responsibility for minor Children, including (without limitation) the responsibility for providing health insurance.

**DOCTOR** means a qualified, Licensed Doctor of medicine or osteopathy, and any other Licensed Health Care Provider that state law requires be recognized as a Doctor practicing within the scope of his/her license. This does not include the Person (You), Your Dependent, or member of Your immediate family.

**DURABLE MEDICAL EQUIPMENT** means medical equipment and/or supplies that is furnished by a Licensed supplier, which a Doctor orders as being Medically Necessary for You to use in the home for medical purposes, including improving function of a malformed body member.

**ELECTIVE SURGERY** means surgery that is not required to treat an Emergency and which could be postponed or not done at all, without danger to the patient. Elective Surgery may require Pre-Approval or a Second Surgical Opinion.

**ELIGIBLE DEPENDENT** means Your Spouse or natural or Dependent Children who meet certain requirements in order to participate as a Covered Person under the Master Group Policy and receive Benefits.

**ELIGIBLE PERSON** means a Benefit Recipient or Dependent who meets certain requirements in order to participate as a Covered Person under the Master Group Policy and receive Benefits.

**ELIGIBLE EXPENSES** mean those expenses for Covered Benefits that may be paid under the Master Group Policy after You meet Your Deductible, Copayment and any Coinsurance requirements and subject to Maximum Allowable Charges. See also Allowable Expense.

**ELIGIBILITY** means established requirements that a person must meet in order to participate as a Covered Person under the Master Group Policy and receive Benefits.

**EMBEDDED DEDUCTIBLE** means that each member of a family is looked upon as an individual in regard to the deductible. Once a member reaches the individual deductible, the plan's Coinsurance will apply. Any combination of family members may satisfy the family deductible; however, no member may satisfy more than his or her individual deductible amount.

**EMBEDDED OUT-OF-POCKET** means that each Member of a family is looked upon as an Individual in regard to the Out-of-Pocket. Once a Member reaches the Individual Out-of-Pocket maximum, the plan will begin to pay at 100% of Eligible Expenses for that Member. Any combination of family members may satisfy the family Out-of-Pocket at which time the Plan will begin to pay Eligible Medical Expenses at 100% for the entire family; however, a single Member will not be required to satisfy more than his or her Individual Out-of-Pocket amount.

**EMERGENCY MEDICAL CONDITION (MEDICAL EMERGENCY)** means any medical condition that is severe enough to cause a prudent layperson with an average knowledge of health and medicine to believe that the absence of immediate medical attention could result in any of the following:

- A. Placing the health of the individual or, with respect to a pregnant woman, the health of the woman or her unborn Child in serious jeopardy.
- B. Serious impairment to bodily functions.
- C. Serious dysfunction of any bodily organ or part.

**EMERGENCY SERVICES** means medical screening examination that is within the capability of the Emergency department of a Hospital, including ancillary Services and any trauma and burn center, routinely available to the Emergency department to evaluate an Emergency Medical Condition; and within the capabilities of the staff and facilities available at the Hospital, such further medical examination and treatment as are required to Stabilize the patient.

**ENROLLEE (MEMBER)** means You and Your Eligible Dependents who are Covered under the Master Group Policy.

**ENROLLMENT FORM** means the specified form an Eligible Person needs to complete in a timely manner during Enrollment Periods in order to sign up for Coverage for You and Your Dependents.

**ENROLLMENT PERIODS** means those times the Retirement System designates when an Eligible Person may Enroll to become a Covered Person under the Master Group Policy by completing an Enrollment Form.

**EXCLUSION** means a procedure, condition or Service that AultCare does not Cover or pay Benefits. Exclusions appear in this document and in the Benefits Chart.

**EXPEDITED REVIEW** means a review conducted not later than 72 hours after being assigned to an Independent Review Organization which is initiated for any of the following reasons:

- a. Your treating physician certifies that a denial of Coverage involves a medical condition that could seriously jeopardize Your life or health if treated after the time frame of an Expedited Review and You have filed a request for an Expedited Internal Review;
- b. Your treating physician certifies that a denial of Coverage involves a medical condition that could seriously jeopardize Your life or health, or would jeopardize Your ability to regain maximum function if treated after the time frame of a standard External Review;
- c. A Denial of Coverage concerns an admission, availability of care, continued stay, or Health Care Service for which You received Emergency Services, but You have not yet been discharged from a Facility.

**EXPERIMENTAL OR INVESTIGATIVE** means a Health Care Service (including a supply, device, drug, and dental service) is Experimental or Investigational if We determine that any of the following apply:

A Health Care Service (including a supply, device, drug, and dental service) is Experimental or Investigational if We determine that any of the following apply:

- a. There are insufficient or inconclusive outcomes data available from controlled clinical trials published in the peer-reviewed literature to substantiate the safety, effectiveness, or value of the proposed Service for the illness, injury or disease involved; or
- b. Approval is required by the U. S. Food and Drug Administration (FDA) and final approval has not been granted; or,
- c. Approval by another licensing or regulatory agency, for marketing or use and final approval has not been granted; or
- d. A recognized national medical or dental society or regulatory agency has determined, in writing, that the Services is experimental or investigational, or for research purposes; or

- e. The Service is a type of drug, device, procedure, or treatment that is the subject of a Phase I or Phase II clinical trial or the experimental or research arm of a Phase III clinical trial, using the definition of “phases” indicated in regulations and other official actions and publications of the FDA and Department of Health and Human Services; or
- f. The written protocol or protocols used by the treating facility or Provider, or the protocol or protocols of any other facility or Provider studying substantially the same drug, device, procedure, or treatment, or the written informed consent used by the treating facility or Provider or by another facility or Provider studying the same drug, device, procedure, or treatment, states that the drug, device, procedure or treatment is experimental or investigational, or for research purposes; or
- g. We otherwise determine a Service is Experimental or Investigational based on Our consideration of scientific evidence, evidence of population health outcomes, effectiveness of established alternative Services, published and peer-reviewed medical or scientific literature, evaluations of medical associations, consensus panels, or technology evaluation bodies, documents issued by or filed with regulatory agencies, written protocol(s) used by Providers, medical records, opinions of consulting Providers, or other relevant information.

We have the sole authority and discretion to identify and weigh all information and determine all questions pertaining to whether a Service is Experimental or Investigative.

**EXPLANATION OF BENEFITS (EOB)** means a statement that details Your Claim, including the Services provided, the amounts paid and Your payment responsibility.

**EXTERNAL REVIEW** means a review conducted by an Independent Review Organization.

**FACILITY (HEALTH CARE FACILITY)** means a Hospital, clinic or ambulatory center that is Licensed and/or accredited to provide health and medical Services to patients.

**FAMILY (DEPENDENT) COVERAGE** means Coverage for the Benefit Recipient and for the Eligible Dependents, including Spouse and Dependent Children.

**FRAUD** means the intentional action by an applicant or Enrollee (Member) to defraud or knowingly mislead by providing false or deceptive statements.

**GROUP POLICY** means the Master Group Policy of Insurance providing Benefits to Benefit Recipients and Dependents of the Enrollee.

**GROUP POLICY HOLDER** means the Retirement System providing Benefits to its Benefit Recipients and their Dependents.

**GUARDIAN** means a qualified person, formally appointed by a court, which issues an order naming the guardian responsible for the care, Custody, or support of a minor or person who lacks the mental capacity to care for himself (known as the ward).

**HEALTH SERVICES** means the Health Care Services and supplies Covered under the Master Group Policy, except to the extent that such Health Care Services and supplies are limited or excluded under the Master Group Policy.

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)** HIPAA's Privacy Rule assures that Health Care Providers and Group Health Plans safeguard the proper use and disclosure of Your Protected Health Information. No Authorization is needed for Health Care Providers and Group Health Plans to share Protected Health Information for Treatment, Payment and Health Care Operations. The Portability section of HIPAA assures the transferability of Health Care Coverage.

**HIPAA AUTHORIZATION** means a written consent, signed by the patient or Claimant that allows Us to disclose Protected Health Information to another for a specific purpose.

**HOME CARE (HOME HEALTH CARE)** means care that is provided to You for recuperation instead of regular Hospital Confinement. Home Health Care does not include care for progressive, debilitating conditions unless Skilled Nursing Services will render an improvement in Your condition or is a temporary need.

**HOME HEALTH CARE AGENCY** means an institution Licensed and operated for the purpose of providing Skilled Nursing Care to You in Your home.

**HOSPITAL** means a legally operated institution which:

- A. Provides diagnosis, treatment and medical care of injured and sick individuals on an Inpatient basis.
- B. Has a staff of one or more Doctors available at all times.
- C. Provides **24** hour nursing Service.
- D. Is not, other than incidentally, a convalescent Facility or a place for aged individuals.

An institution accredited by CMS or by an authority deemed by CMS to be an accredited authority, including but not limited to The Joint Commission, the American Osteopathic Association, and DNV Healthcare, Inc., (or any successor organization) as a Hospital that meets the requirements of this definition.

**HOSPICE** means a Facility that:

- A. Is Licensed, accredited or approved by the proper authority to provide a Hospice Care Program.
- B. Admits individuals who:
  - 1. Have no reasonable prospect of a cure.
  - 2. Generally have a life expectancy of **6** months or less.
  - 3. Provides care by a Hospice Team coordinating its Services with the patient's Doctor and the family of the patient.

**HOSPICE CARE PROGRAM** means a coordinated program for meeting the special needs of dying individuals and their families. The program provides Palliative and supportive medical, nursing and other health Services through home, Inpatient or Outpatient care during the illness and bereavement period.

**INCURRED DATE** means the date treatment and Services are rendered.

**INDEPENDENT REVIEW ORGANIZATION** means a person or entity that conducts an External Review when a Claim has been denied.

**INDIVIDUAL COVERAGE** means Health Care Coverage only for the individual Benefit Recipient and not for the Benefit Recipient's Eligible Dependents.

**INPATIENT SERVICES** means treatment and Services that are rendered when the patient is confined to a Hospital.

**INTEGRATED** means Network and Non-Network Deductibles accumulate towards each other.

**INTENSIVE CARE** means special Hospital care, including 24 hour nursing Service, for the treatment of severely or critically injured or sick patients.

**INTENTIONAL MISREPRESENTATION** means the providing of false or misleading information with the intent to defraud.

**INTERNAL REVIEW** means a review conducted by AultCare when a Covered Person requests a review because a Claim has been denied.

**LEGAL CUSTODY** means a legal status by a court that vests in You the right to have physical care and control of the Child and to determine where and with whom the Child shall live, and the right and duty to protect, train, and discipline the Child and to provide the Child with food, shelter, education, and medical care; and a Child who is dependent on You for principal support according to IRS Dependency Guidelines and You Claim the Child on Your taxes.

**LICENSED PRACTICAL NURSE** means a Nurse who is Licensed by the Nursing Board of the State of Ohio and is able to perform nursing duties consistent with that license.

**LIMITATIONS** means care, Services or supplies that are not eligible for Coverage and payment of Benefits up to the Plan maximums (i.e. visits). These are listed in this document and in the Benefits Chart.

**LIMITING AGE** means the age in which a person no longer is eligible as a Dependent. For Dependent Children the Limiting Age is 26.

**LONG TERM ACUTE CARE HOSPITAL (LTACH)** means an independent and separately Licensed and accredited "Hospital-within-a-Hospital" that provides specialized acute care to medically complex patients who require intensive Hospital Services for an extended recovery period.

**MAINTENANCE CARE** means care which administered after the patient has reached the maximum level of recovery. The purpose of Maintenance Care is to maintain the patient's current state of health.

**MASTECTOMY** means the surgical removal of the entire breast, usually to treat serious breast disease, such as breast cancer.

**MASTER GROUP POLICY** means the insurance policy between the Retirement System and AultCare Insurance Company, which is affiliated with AultCare.

## **MEDICALLY NECESSARY or Medical Necessity**

A Health Care Service (including a supply, device, drug, and dental service) is Medically Necessary only if it is determined by Us to be:

- a. For the purpose of preventing, evaluating, diagnosing or treating an illness, injury or disease, or the symptom of an illness, injury or disease;
- b. Obtained from a Provider;
- c. Provided in accordance with accepted standards of medical or dental practice;
- d. Clinically appropriate, in terms of type, frequency, supply, extent, Site of Care and duration of the Service as determined in accordance with Our therapeutic and Site of Care guidelines;
- e. Not primarily for the convenience of the patient or Provider;
- f. Cost effective as compared to alternative Services or sequences of Services that are at least as likely to produce the same therapeutic or diagnostic results;
- g. Not Experimental or Investigational or Unproven; and
- h. Not otherwise subject to an exclusion under this Plan.

**MEDICARE** means a federal insurance program administered by the U.S. Social Security Administration that provides medical and health benefits to qualifying individuals over the age of 65.

**MONETARY PENALTY** means an administrative penalty that results when You do not follow Our rules, such as when You need to obtain a Second Surgical Opinion for certain surgeries. Pre-Certification when admitted to a Non-Network Hospital.

**NECESSARY INFORMATION** means face-to-face clinical evaluations, medical notes, or Second Opinions that may be required for conducting Prospective Reviews, Certifications and making determinations.

**NETWORK PROVIDER** means a Provider that has a contract to participate in an AultCare network or network that contracts with AultCare. The term Network Provider includes AultCare Providers.

**NEWBORN CHILD** means Your natural Child Dependent born on or after the effective date of Your insurance. Newborn Child does not include grandchildren.

**NON-COVERED SERVICES** means treatment and Services that are not Covered or Eligible for payment of Benefits. The patient may be financially responsible for paying for Non-Covered Services.

**NON-NETWORK PROVIDERS** means those Doctors and Licensed Health Care Providers who do not have contracts with AultCare and who are not part of the AultCare Network.

**NURSE** means a graduate Nurse other than You, Your Dependent or member of the immediate family. Nurse includes Registered Nurses and Licensed Practical Nurses.

**OCCUPATIONAL THERAPY** is a form of therapy for those recuperating from an acute illness or injury that encourages rehabilitation through the performance of activities required in daily life.

**OFFICE VISITS** mean receiving medical or Health Care Services in a Provider's private office.

**OHIO DEPARTMENT OF INSURANCE (ODI)** is a regulatory agency of the State of Ohio that is responsible for regulating insurance.

**OPEN ENROLLMENT PERIOD** means that time when the Retirement System annually permits eligible persons to submit Enrollment Forms to become new Covered Persons.

**OUT-OF-POCKET EXPENSES** mean that portion of a bill or Claim that You are required to pay. These expenses include Copayments, Deductibles, and Coinsurance.

**OUTPATIENT SERVICES** means diagnostic testing, treatment and procedures when the patient does not need to be confined overnight.

**PALLIATIVE** means care that is not Therapeutic or intended to cure, but instead is given to relieve pain and provide comfort for a patient in a Terminal Condition.

**PHYSICIAN** means a Doctor of medicine, or Doctor of osteopathic medicine, or podiatric Physician who is Licensed by the Medical Board of the State of Ohio.

**PLACEMENT FOR ADOPTION** means the assumption and retention by a person of a legal obligation for total or partial support of a Child in anticipation of the adoption of the Child. The Child's placement with a person Terminates upon the termination of that legal obligation.

**PLAN** means a health benefit plan of insurance that offers health coverage and Benefits. The Master Group Policy is the Plan between Your Retirement System and AultCare Insurance Company.

**PLASTIC SURGERY** means a procedure that may be covered in situations where a body part does not function properly and the goal is to improve the function of that body part. Plastic Surgery is considered reconstructive in nature. Prior authorization is required to determine if the requested surgery is to repair the body part that does not function properly due to birth disorders, trauma, burns, and disease, or if it is intended to improve appearance. **Plastic Surgery and Cosmetic Surgery are not interchangeable.**

**PODIATRIST** means a Doctor of podiatric medicine who is Licensed by the Medical Board of the State of Ohio.

**PRE-APPROVAL (PRE-AUTHORIZATION OR PRE-CERTIFICATION)** means the process of notification prior to an Elective Hospital stay or Elective Surgery or procedure, to aid in determining that all medical care possibilities have been explored and are within acceptable time elements. The fact that a Hospital stay, surgery or procedure is Pre-Approved, does not mean that Benefits will be Covered and paid at the highest level.

**PREMIUM** means a regular payment that We establish to pay for Coverage under the Master Group Policy, which Your Retirement System may pay if the plan is Non-Contributory, and which You and Your Retirement System may pay if the plan is Contributory.

**PREVENTIVE HEALTH SERVICES** mean medical and health Services that are concerned with preventing illness and disease, which may include physical examinations, certain screenings, diagnostic procedures, vaccinations and Well-Child Services.

**PRIMARY PLAN** means the Health Care Plan that first must pay Claims when Benefits are being coordinated under Coordination of Benefits.

**PRIVATE DUTY NURSE** means Skilled Nursing Care ordered by a Physician that is provided to an individual.

**PROSPECTIVE REVIEW DETERMINATION (PRE-SERVICE)** means a determination by our Utilization Management Department that is conducted before admission or the beginning of a course of treatment.

**PROSTHETIC DEVICE** means a replacement, corrective, or supportive device, including repair and replacement parts for the device, worn on or in the human body to artificially replace a missing portion of the body, prevent or correct physical deformity or malfunction, or support a weak or deformed portion of the body.

**PROTECTED HEALTH INFORMATION (PHI)** means Protected Health Information, which includes personally identifiable information related to a past, present and future medical or mental condition, treatment for that medical or mental condition, and payment for treatment of that medical or mental condition. HIPAA requires Health Care Providers and Group Health Plans to safeguard the confidentiality of PHI.

**PROVIDER** means a Licensed Physician or other Health Care Provider who furnishes medical or Health Care Services that may be Covered under the Master Group Policy. See Network Provider and Non-Network Provider.

**PROVIDER DIRECTORY** means the listing of available Network Providers including (but not limited to) Doctors, chiropractors, therapists, laboratories, medical equipment suppliers, Hospitals, nursing Services and dentists. The Provider Directory can be found on the AultCare website at [www.aultcare.com](http://www.aultcare.com).

**QUALIFIED MEDICAL CHILD SUPPORT ORDER** means a formal order issued in or after divorce proceedings that may create or specifically recognize the right of a Child to be covered under the Plan.

**RECONSIDERATION** means that process in which We will review a Denial of Approval or payment on a Claim, which will result in a determination whether to affirm, modify or change that Denial.

**RECONSTRUCTIVE SURGERY** means surgery performed on abnormal structures of the body caused by defect, injury, or disease for the purpose of improving function or to approximate normal appearance. It is different from, and does not include, cosmetic surgery.

**REFERENCE BASED PRICING (RBP): "RBP"** means the allowable fees for Covered Services. For Non-Network Providers, RBP means a fee level assigned based on a percentage of the allowed amount that Medicare would pay for the Covered Service or, if there is no corresponding Medicare rate for the Covered Service, a fee level that We have determined to be appropriate for the particular Covered Service, which often is less than the amount Providers actually charge. We will not pay that portion of the Non-Network Provider fees that exceed RBP. You may be responsible for paying that amount.

**REFERRAL** means that a Doctor has recommends or directs You to see another Doctor, who is often a specialist. The fact that a Network Provider makes a referral, even if it is Pre-Approved, does not guarantee that the Referral will be paid at the highest Benefit Level, or at all.

**REGISTERED NURSE** means a Nurse Licensed by the State Nursing Board of Ohio.

**RESCISSION** of Your Coverage means that the Coverage may be legally voided back to the day the Plan began to provide You with Coverage, just as if You never had Coverage under the Plan. Your Coverage can only be rescinded if You (or a person seeking Coverage on Your behalf) performs an act, practice, or omission that constitutes Fraud; or unless You (or a person seeking Coverage on Your behalf) makes an Intentional Misrepresentation of material fact, as prohibited by the terms of Your Plan.

**RESPIRATORY THERAPIST** means a Licensed Health Care professional, who provides respiratory care Services to individuals with disorders and diseases to the cardiopulmonary system.

**RETROSPECTIVE REVIEW** means utilization review of Medical Necessity that is conducted after Health Care Services have been provided to the patient.

**ROUTINE PATIENT CARE** means all Health Care Services consistent with the coverage provided in the Plan for the treatment of cancer, including the type and frequency of any diagnostic modality that is typically covered for a cancer patient who is not enrolled in a cancer clinical trial, and that was not necessitated solely because of the trial.

**SCHEDULE OF BENEFITS** is another name for BENEFITS CHART (See definition of BENEFITS CHART).

**SECOND OPINION (SECOND SURGICAL OPINION)** means an opportunity or requirement to obtain a clinical evaluation by a Provider other than the Provider originally making a recommendation for proposed Health Care Services to assess the clinical necessity and appropriateness of the proposed Health Care Service.

**SECONDARY PLAN** means the Health Care Plan that may have responsibility to pay Claims after the Primary Care Plan pays in a Coordination of Benefits situation.

**SEMI-PRIVATE** means the most common Semi-Private room rate at the Hospital.

**SERVICES (HEALTH SERVICES)** means the Health Care Services and supplies Covered under the Certificate and Benefits Chart, except to the extent that such Health Care Services and supplies are limited or excluded under the Certificate.

**SICKNESS** means illness, bodily disorder or disease and mental infirmity. The following conditions also are considered as Sicknesses:

- A. Alcoholism.
- B. Drug addiction.
- C. Pregnancy, complications of pregnancy, miscarriage and non-elective abortion. Complications of pregnancy means concurrent disease or abnormal conditions which affect in a major way the usual medical management of pregnancy.

**SITE OF CARE** means the choice for physical location of approved services. Sites of care can include, but are not limited to, hospital inpatient, hospital outpatient, community office, freestanding diagnostic testing

centers, ambulatory infusion suite, specialty pharmacy, or home-based setting. Site of Care is a component of Medical Necessity review to determine the level of benefit for reimbursement based on the appropriate location for specific services to be provided.

**SKILLED NURSING FACILITY** is a facility which mainly provides Inpatient Skilled Nursing and related Services to patients requiring convalescent and rehabilitative care. Such care is given by or under the supervision of Doctors. A Skilled Nursing Facility is not, other than incidentally, a place that provides: (A) Minimal Custodial, ambulatory, or part-time care, or (B) Treatment for mental/behavioral health illness, alcohol/substance abuse, or pulmonary tuberculosis.

**SPEECH THERAPIST** means someone who:

- A. Has a Master's Degree in speech pathology.
- B. Is Licensed by the state in which he/she practices.

**SPOUSE** means husband or wife in a legal marriage.

**STABILIZE** means the provision of such medical treatment as may be necessary to assure, within reasonable medical probability that no material deterioration of a covered person's medical condition is likely to result from or occur during a transfer, if the medical condition could result in any of the following:

- A. Placing the health of the covered person or, with respect to a pregnant woman, the health of the woman or her unborn Child, in serious jeopardy;
- B. Serious impairment to bodily functions;
- C. Serious dysfunction of any bodily organ or part.

In the case of a woman having contractions, stabilize means such medical treatment as may be necessary to deliver, including the placenta.

**STEPCHILD** means a Child of the Spouse's previous marriage or union who has not been legally adopted by You.

**SUBROGATION** means that process when AultCare has paid Benefits on Your behalf but has a legal right to recover from the person, Plan, program or insurance that is legally responsible for paying.

**TERMINAL CONDITION** means an irreversible, incurable, and untreatable condition caused by disease, illness or injury from which, to a reasonable degree of medical certainty, there can be no recovery and death is likely to occur within a relatively short time.

**TERMINATION** means the end of Your coverage with Your Retirement System.

**THERAPEUTIC** means Services intended to treat an injury, disease or pathological condition. Therapeutic Services must be Medically Necessary.

**THERAPY SERVICES** means the following prescribed medical Services performed in or out of the Hospital when such expenses are necessary for the diagnosis/treatment of a condition due to disease or illness as follows:

- A. Radiation and Chemotherapy - Benefits are provided for care/treatment in connection with chemotherapy, x-ray, or radiation.
- B. Physical, Occupational, Respiratory, and Speech Therapy - Benefits are payable for care/treatment provided that the:
  - 1. Care is rendered by a Licensed therapist acting within the scope of their license.
  - 2. Treatment is prescribed in writing by a Licensed Doctor.
  - 3. Treatment is post-operative or for the convalescent stage or an active illness or injury.
  - 4. Treatment is to restore function lost as a result of an illness/injury (Accidental).
  - 5. Treatment is necessary as a result of an acute illness or injury for rehabilitation purposes (speech therapy only).
- C. Renal Dialysis - Benefits are provided for care or treatment in connection with renal dialysis.

**TRIGGERING EVENT** means the occurrence of an event that requires You to notify Your Retirement System or Us because of a change in Eligibility, Coverage, or other circumstances that may affect Coverage and Benefits.

**UNEMBEDDED DEDUCTIBLE** means that when more than one person is insured, the entire family deductible must be satisfied before the plan's Coinsurance will apply. Either an individual member OR any combination of family members may satisfy the family deductible.

**UNPROVEN** means a Health Care Service (including a supply, device, drug, and dental service) is "unproven" if a Third Party Administrator determines that any of the following apply:

- a. The Service is determined not to be effective for treatment of the medical condition; or,
- b. There is insufficient or inconclusive clinical evidence from well-conducted randomized controlled trials or cohort studies in the prevailing published peer-reviewed medical literature of which the sample size is of sufficient power to substantiate a beneficial effect on the net health outcomes over time for the given indication, and the majority of providers practicing in the appropriate medical specialty recognize the treatment or service to be safe and effective in treating the medical condition for which it is intended.

**URGENT CARE SERVICES** means those Health Care Services that are appropriately provided for an unforeseen condition of a kind that usually requires medical attention without delay but that does not pose a threat to the life, limb, or permanent health of the injured or ill person. This may include such Health Care Services provided out of the approved Service area pursuant to indemnity payments or Service agreements.

**USERRA** means the Uniformed Services Employment and Re-employment Rights Act of 1994. It is a federal law that permits a limited continuation of Coverage up to **24** months if You are called up for military duty.

**UTILIZATION MANAGEMENT (UTILIZATION REVIEW)** means a process used to monitor the use of, or evaluate the clinical necessity, appropriateness, efficacy, or efficiency of, Health Care Services, procedures, or settings. Areas of review may include ambulatory review, Prospective Review (Second Opinion), Certification, Concurrent Review, Case Management, Discharge Planning or Retrospective Review.

**WELL CHILD CARE** means Child health supervision Services that cover the periodic review of a Child's physical and emotional status performed in accordance with the recommendations of the American Academy of Pediatrics. Review includes a history, complete physical examination, developmental assessment, anticipatory guidance, Newborn or infant hearing screenings, appropriate immunizations and laboratory tests.

**WORKERS' COMPENSATION** means a program administered by the State of Ohio to compensate persons who are injured in the course of employment.

**YOU** means the Benefit Recipient and his or her Eligible Dependents.

## **Section 37—HIPAA PORTABILITY**

HIPAA, which is short for the Health Insurance Portability and Accountability Act of 1996, is a federal law that protects health insurance coverage for workers and their families when they want to add new Dependents in a special enrollment or when they change or lose their job.

### **Special Enrollment**

Special enrollment means that You and Your Dependents who are eligible for special enrollment may sign up for health coverage without having to wait for Your group health plan to have open enrollment. If You or Your eligible Dependents have special enrollment rights, You and they may enroll for health coverage, even if Your group health plan does not have open enrollment.

You may be eligible for special enrollment if You gain a new Dependent by marriage, birth, adoption, or placement for adoption. For example, You may be eligible for special enrollment if:

- You previously turned down coverage through Your Retirement System's group health plan, but just got married and want to enroll both Yourself and Your new spouse.
- You are covered by Your Retirement System's group health plan and want to enroll Your new baby.
- You are covered by Your Retirement System's group health plan and want to enroll Your spouse and Your newly Adopted Child
- You previously turned down coverage through Your Retirement System's group health plan, but You just had a baby and now want to enroll Yourself, Your spouse, and Your new baby in Your health plan.

If one of these events occurs, You need to request special enrollment by contacting Your Retirement System within **31** calendar days from the date You gain a new Dependent.

If You become eligible for or lose Medicaid or State Children's Health Insurance Program (SCHIP), You need to request special enrollment by contacting Your Retirement System within 60 days from the date of eligibility or termination per Children's Health Insurance Program Reauthorization Act of 2009.

You may choose among whichever group health plans Your Retirement System offers during special enrollment.

If You timely request special enrollment because of a new Child, coverage for Your Newborn or newly-Adopted Child begins on the date of that Child's birth, adoption or Placement for Adoption.

## **Section 38—Important Telephone Numbers and Addresses**

If You have a question, problem, or complaint, please call the AultCare Service Center. Our hours are 7:30 a.m. to 5:00 p.m., Monday through Friday.

If You live in Stark County, call 330-363-6360. For members outside Stark County, You may also call Our toll-free number 1-800-344-8858.

You can email us at [www.aultcare.com](http://www.aultcare.com). Click on "Contact Us." We will direct Your question to the proper person to answer. We will attempt to respond promptly, but that may not be the same day in which You emailed Us. If You have a question that needs immediate attention, please call Us.

You can fax us at 330-363-7746. You can write Us at:

AultCare Service Center  
P.O. Box 6910  
Canton, Ohio 44706

If You write, please list Your Retirement System, Group Number, and AultCare ID Number in Your letter. This information is on Your AultCare card. If You call, please have Your current AultCare card in front of You.

The address for the Ohio Department of Insurance is:

Ohio Department of Insurance  
Consumer Services Division  
Third Floor - Suite 300  
50 W. Town Street  
Columbus, OH 43215

## **Section 39 – Miscellaneous**

### **A. Lawsuits**

No lawsuits may be brought to recover on this Plan within sixty (60) days after written Proof of Loss has been given. No such lawsuit may be brought after three (3) years from the time written Proof of Loss is required to be given.

### **B. Statements**

We will not use any statement, other than a fraudulent misstatement, by You to contest a claim after Your coverage has been effect continuously for two (2) years. If a claim is contested a copy of such statement will be furnished to You or Your beneficiary. All Statements, in the absence of fraud, shall be deemed representations and not warranties and no such statement shall avoid the insurance or reduce benefits unless contained in a written application.

### **C. Conformity of State Laws**

Any provision of this Policy in conflict with the laws of the State in which it is delivered, is amended to conform to the minimum requirements of those laws.

### **D. 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, AultCare 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 an Insured Person, if it is requested, the amount of overpayment will be deducted from future benefits payable.

**a. Physical Examination and Autopsy**

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

**Section 40- Ohio Life and Health Insurance Guaranty Association Notice**

The Ohio Life and Health Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Ohio. You should not rely on coverage by the Ohio Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy. Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus. You should check with your insurance company representative to determine if you are only covered in part or not covered at all.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

Ohio Life and Health Insurance Guaranty Association  
5005 Horizons Drive, Suite 200  
Columbus, Ohio 43220

Ohio Department of Insurance  
50 W. Town Street  
Third Floor, Suite 300  
Columbus, Ohio 43215