

**AETNA HEALTH INC.
(MAINE)**

GROUP AGREEMENT COVER SHEET

Contract Holder: President And Trustees Of Bates College

Contract Holder Number: 396015
001, 002,003
ME01

HMO Referred Benefit Level: FLEX MEDICAL PLAN Benefits Package

Effective Date: 12:01 a.m. on January 1, 2010

Term of Group Agreement: The **Initial Term** shall be: From January 1, 2010 through December 31, 2010
Thereafter, **Subsequent Terms** shall be: From January 1st through December 31st

Premium Due Dates: The **Group Agreement Effective Date** and the 1st day of each succeeding calendar month.

Governing Law: Federal law and the laws of Maine

Notice Address for HMO: 1425 Union Meeting Road
Post Office Box 1445
Blue Bell, PA 19422

The signature below is evidence of Aetna Health's acceptance of the **Contract Holder's** Group Application on the terms hereof and constitutes execution of the **Group Agreement(s)** attached hereto on behalf of **AETNA HEALTH INC.**

AETNA HEALTH INC.

By: 
Gregory S. Martino
Vice President

Contract Holder Name: President And Trustees Of Bates College
Contract Holder Number: 396015
Contract Holder Locations: 001, 002,003
Contract Holder Service Areas: ME01
Contract Holder Group Agreement Effective Date: January 1, 2010

**AETNA HEALTH INC.
(MAINE)**

GROUP AGREEMENT

This **Group Agreement** is entered into by and between Aetna Health Inc. (“**HMO**”) and the **Contract Holder** specified in the attached Cover Sheet. This **Group Agreement** shall be effective on the **Effective Date** specified in the Cover Sheet, and shall continue in force until terminated as provided herein.

In consideration of the mutual promises hereunder and the payment of **Premiums** and fees when due, **We** will provide coverage for benefits in accordance with the terms, conditions, limitations and exclusions set forth in this **Group Agreement**.

Upon acceptance by **Us** of **Contract Holder’s** Group Application, and upon receipt of the required initial **Premium**, this **Group Agreement** shall be considered to be agreed to by **Contract Holder** and **Us**, and is fully enforceable in all respects against **Contract Holder** and **Us**.

SECTION 1. DEFINITIONS

- 1.1 The terms “**Contract Holder**”, “**Effective Date**”, “**Initial Term**”, “**Premium Due Date**” and “**Subsequent Terms**” will have the meaning set forth in the attached Cover Sheet. If any of such terms are undefined in the Cover Sheet, such undefined terms shall have the following meaning:
- “**Effective Date**” would mean the date health coverage commences for the **Contract Holder**.
 - “**Initial Term**” would be the period following the **Effective Date** as indicated on the Cover Sheet.
 - “**Premium Due Date(s)**” would be the **Effective Date** and each monthly anniversary of the **Effective Date**.
 - “**Subsequent Term(s)**” would mean the periods following the **Initial Term** as indicated on the Cover Sheet.
- 1.2 The terms “**HMO**”, “**Us**”, “**We**” or “**Our**” mean Aetna Health Inc.
- 1.3 “**Certificate**” means the Evidence of Coverage issued pursuant to this **Group Agreement**.
- 1.4 “**Grace Period**” is defined in Section 3.2.
- 1.5 “**Group Agreement**” means the **Contract Holder’s** Group Application, this document, the attached Cover Sheet; the **Certificate** and Schedule of Benefits issued hereunder; the initial rate sheet and any subsequent indication of rates issued by **Us** in connection with this **Group Agreement**; and any riders, amendments, endorsements, inserts or attachments issued pursuant hereto, all of which are incorporated into and made a part of this **Group Agreement**.
- 1.6 “**Party, Parties**” means **HMO** and **Contract Holder**.
- 1.7 “**Premium(s)**” is defined in Section 3.1.
- 1.8 “**Renewal Date**” means the first day following the end of the **Initial Term** or any **Subsequent Term**.
- 1.9 “**Term**” means the **Initial Term** or any **Subsequent Term**.

- 1.10 Capitalized and bolded terms not defined in this **Group Agreement** shall have the meaning set forth in the **Certificate**. In the event of a conflict between the terms of this **Group Agreement** and the terms of the **Certificate**, the terms of this **Group Agreement** shall prevail.

SECTION 2. COVERAGE

- 2.1 **Covered Benefits.** We will provide coverage for **Covered Benefits** to **Members** subject to the terms and conditions of this **Group Agreement**. Coverage will be provided in accordance with the reasonable exercise of **Our** business judgment, consistent with applicable law. **Members** covered under this **Group Agreement** are subject to all of the conditions and provisions contained herein and in the incorporated documents.
- 2.2 **Policies and Procedures.** We have the right to adopt reasonable policies, procedures, rules, and interpretations of this **Group Agreement** and the **Certificate** in order to promote orderly and efficient administration.

SECTION 3. PREMIUMS

- 3.1 **Premiums.** **Contract Holder** shall pay **Us** on or before each **Premium Due Date** a monthly advance premium (the "**Premium**") determined in accordance with the **Premium** rates and the manner of calculating **Premiums** specified by **HMO**. **Premium** rates and the manner of calculating **Premiums** may be adjusted in accordance with Section 3.4 below. **Premiums** are subject to adjustment, if any, for partial month participation as specified in Section 3.3 below. Membership as of each **Premium Due Date** will be determined by **Us** in accordance with **Our Member** records. A check does not constitute payment until it is honored by a bank. We may return a check issued against insufficient funds without making a second deposit attempt. We may accept a partial payment of **Premium** without waiving our right to collect the entire amount due.
- 3.2 **Past Due Premiums.** If a **Premium** payment is not paid in full by **Contract Holder** on or before the **Premium Due Date**, a late payment charge of 1 ½% of the total amount due per month (or partial month) will be added to the amount due. If all **Premiums** are not received before the end of a 30 day grace period (the "**Grace Period**"), this **Group Agreement** will be automatically terminated pursuant to Section 6.3 hereof.
- If the **Group Agreement** terminates for any reason, **Contract Holder** will continue to be held liable for all **Premiums** due and unpaid before the termination, including, but not limited to, **Premium** payments for any period of time the **Group Agreement** is in force during the **Grace Period**. **Members** shall also remain liable for **Member** cost sharing and other required contributions to coverage for any period of time the **Group Agreement** is in force during the **Grace Period**. We may recover from **Contract Holder** **Our** costs of collecting any unpaid **Premiums**, including reasonable attorneys' fees and costs of suit.
- 3.3 **Prorations.** **Premiums** shall be paid in full for **Members** whose coverage is in effect on the **Premium Due Date** or whose coverage terminates on the last day of the **Premium** period.
- 3.4 **Changes in Premium.** We may also adjust the **Premium** rates and/or the manner of calculating **Premiums** effective as of any **Premium Due Date** upon 30 days prior written notice to **Contract Holder**, provided that no such adjustment will be made during the **Initial Term** except to reflect changes in applicable law or regulation or a judicial decision having a material impact on the cost of providing **Covered Benefits** to **Members**.
- 3.5 **Membership Adjustments.** We may make retroactive adjustments to the **Contract Holder's** billings for the termination of **Members** not posted to previous billings. However, **Contract Holder** may only receive a maximum of 2 calendar months credit for **Member** terminations that occurred more than 31 days before the date **Contract Holder** notified **Us** of the termination. We may reduce any such credits by the amount of any payments We may have made on such **Members** (including capitation payments and other claim

payments). Retroactive additions will be based upon eligibility guidelines, as set forth in the **Certificate**, and are subject to the payment of all applicable **Premiums**.

SECTION 4. ENROLLMENT

4.1 **Open Enrollment.** As described in the **Certificate**, **Contract Holder** will offer enrollment in **HMO**:

- at least once during every twelve month period during the **Open Enrollment Period**; and
- within 31 days from the date the individual and any dependent becomes eligible for coverage.

Eligible individuals and dependents who are not enrolled within the **Open Enrollment Period** or 31 days of becoming eligible, may be enrolled during any subsequent **Open Enrollment Period**. Coverage will not become effective until confirmed by **Us**. **Contract Holder** agrees to hold the **Open Enrollment Period** consistent with the **Open Enrollment Period** applicable to any other group health benefit plan being offered by the **Contract Holder** and in compliance with applicable law. The **Contract Holder** shall permit **Our** representatives to meet with eligible individuals during the **Open Enrollment Period** unless the parties agree upon an alternate enrollment procedure. As described in the **Certificate**, other enrollment periods may apply.

4.2 **Waiting Period.** There may be a waiting period before individuals are eligible for coverage under this **Group Agreement**. The waiting period, if any, is specified on the **Schedule of Benefits**.

4.3 **Eligibility.** The number of eligible individuals and dependents and composition of the group, the identity and status of the **Contract Holder**, the eligibility requirements used to determine membership in the group, and the participation and contribution standards applicable to the group which exist at the **Effective Date** of this **Group Agreement** are material to the execution and continuation of this **Group Agreement** by **Us**. The **Contract Holder** shall not, during the term of this **Group Agreement**, modify the **Open Enrollment Period**, the waiting period as described on the **Schedule of Benefits**, or any other eligibility requirements as described in the **Certificate** and on the **Schedule of Benefits**, for the purposes of enrolling **Contract Holder's** eligible individuals and dependents under this **Group Agreement**, unless **We** agree to the modification in writing.

SECTION 5. RESPONSIBILITIES OF THE CONTRACT HOLDER

In addition to other obligations set forth in this **Group Agreement**, **Contract Holder** agrees to:

5.1 **Records.** Furnish to **Us**, on a monthly basis (or as otherwise required), on our form (or such other form as **We** may reasonably approve) by facsimile (or such other means as **We** may reasonably approve), such information as **We** may reasonably require to administer this **Group Agreement**. This includes, but is not limited to, information needed to enroll members of the **Contract Holder**, process terminations, and effect changes in family status and transfer of employment of **Members**.

Contract Holder represents that all enrollment and eligibility information that has been or will be supplied to **Us** is accurate. **Contract Holder** acknowledges that **We** can and will rely on such enrollment and eligibility information in determining whether an individual is eligible for **Covered Benefits** under this **Group Agreement**. To the extent such information is supplied to **Us** electronically, **Contract Holder** agrees to:

- Maintain a reasonably complete record of such information (in electronic or hard copy format, including evidence of coverage elections, evidence of eligibility, changes to such elections and terminations) for at least seven years, and to make such information available to **Us** upon request.

- Obtain from all **Subscribers** a “Disclosure of Healthcare Information” authorization in the form currently being used by **Us** in the enrollment process (or such other form as **We** may reasonably approve).

We will not be liable to **Members** for the fulfillment of any obligation prior to information being received in a form satisfactory to **Us**. **Contract Holder** must notify **Us** of the date in which a **Subscriber’s** employment ceases for the purpose of termination of coverage under this **Group Agreement**. Subject to applicable law, unless otherwise specifically agreed to in writing, **We** will consider **Subscriber’s** employment to continue until the earlier of:

- until stopped by the **Contract Holder**;
- if **Subscriber** has stopped working due to temporary lay off or leave of absence, not beyond the end of the policy month after the policy month in which the absence started; and
- if **Subscriber** stopped working due to disability, not beyond the end of the 30th policy month after the month in which the absence started.

5.2 **Access.** Make payroll and other records directly related to **Member’s** coverage under this **Group Agreement** available to **Us** for inspection, at **Our** expense, at **Contract Holder’s** office, during regular business hours, upon reasonable advance request. This provision shall survive termination of this **Group Agreement**.

5.3 **Forms.** Distribute materials to **HMO Members** regarding enrollment, health plan features, including **Covered Benefits** and exclusions and limitations of coverage. **Contract Holder** shall, within 31 days of receipt from an eligible individual, forward all completed enrollment information and other required information to **Us**.

5.4 **Policies and Procedures; Compliance Verification.** Comply with all policies and procedures established by **Us** in administering and interpreting this **Group Agreement**. **Contract Holder** shall, upon request, provide a certification of its compliance with **Our** participation and contribution requirements and the requirements for a group as defined under applicable law or regulation.

5.5 **Continuation Rights and Conversion.** Notify all eligible **Members** of their right to continue or convert coverage pursuant to applicable law.

5.6 **ERISA Requirements.** Maintain responsibility for making reports and disclosures required by the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), including the creation, distribution and final content of summary plan descriptions, summary of material modifications and summary annual reports.

SECTION 6. TERMINATION

6.1 **Termination by Contract Holder.** This **Group Agreement** may be terminated by **Contract Holder** as of any **Premium Due Date** by providing **Us** with 30 days prior written notice. However, **We** may in **Our** discretion accept an oral indication by **Contract Holder** or its agent or broker of intent to terminate.

6.2 **Non-Renewal by Contract Holder.** **We** may request from **Contract Holder** a written indication of their intention to renew or non-renew this **Group Agreement** at any time during the final three months of any **Term**. If **Contract Holder** fails to reply to such request within the timeframe specified the **Contract Holder** shall be deemed to have provided notice of non-renewal to **Us** and this **Group Agreement** shall be deemed to terminate automatically as of the end of the **Term**. Similarly, upon **Our** written confirmation to **Contract Holder**, **We** may accept an oral indication by **Contract Holder** or its agent or broker of intent to non-renew as **Contract Holder’s** notice of termination effective as of the end of the **Term**.

6.3 **Termination by Us.** This **Group Agreement** will terminate as of the last day of the **Grace Period** if the **Premium** remains unpaid at the end of the **Grace Period**. We will provide written notification to **Contract Holder** and **Members** 10 days prior to cancellation of the **Group Agreement**. This notification is not required when **We** have received written notice from the **Contract Holder** that replacement coverage has been obtained.

This **Group Agreement** may also be terminated by **Us** as follows:

- Immediately upon notice to **Contract Holder** if **Contract Holder** has performed any act or practice that constitutes fraud or made any intentional misrepresentation of a material fact relevant to the coverage provided under this **Group Agreement**;
- Immediately upon notice to **Contract Holder** if **Contract Holder** no longer has any enrollee under the Plan who resides or works in the **Service Area**;
- Upon 30 days written notice to **Contract Holder** if **Contract Holder** (i) breaches a provision of this **Group Agreement** and such breach remains uncured at the end of the notice period; (ii) ceases to meet **Our** requirements for an employer group or association; (iii) at **Renewal**, fails to meet **Our** contribution or participation requirements applicable to this **Group Agreement** (which contribution and participation requirements are available upon request); (iv) fails to provide the certification required by Section 5.4 within a reasonable period of time specified by **Us**; or (v) changes its eligibility or participation requirements without **Our** consent;
- Upon 90 days written notice to **Contract Holder** (or such shorter notice as may be permitted by applicable law, but in no event less than 30 days) if **We** cease to offer the product to which the **Group Agreement** relates;
- Upon 180 days written notice to **Contract Holder** (or such shorter notice as may be permitted by applicable law, but in no event less than 30 days) if **We** cease to offer coverage in a market in which **Members** covered under this **Group Agreement** reside;
- Upon 30 days written notice to **Contract Holder** for any other reason which is acceptable to the Department of Insurance and consistent with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or by applicable federal rules and regulations, as amended.

6.4 **Effect of Termination.** No termination of this **Group Agreement** will relieve either party from any obligation incurred before the date of termination. When terminated, this **Group Agreement** and all coverage provided hereunder will end at 12:00 midnight on the effective date of termination. **We** may charge the **Contract Holder** a reinstatement fee if coverage is terminated and subsequently reinstated under this **Group Agreement**. Upon termination, **We** will provide **Members** with Certificates of Creditable Coverage which will show evidence of a **Member's** prior health coverage with **Us** for a period of up to 18 months prior to the loss of coverage.

6.5 **Notice to Subscribers and Members.** It is the responsibility of **Contract Holder** to notify the **Members** of the termination of the **Group Agreement** in compliance with all applicable laws. However, **We** reserve the right to notify **Members** of termination of the **Group Agreement** for any reason, including non-payment of **Premium**. In accordance with the **Certificate**, the **Contract Holder** shall provide written notice to **Members** of their rights upon termination of coverage.

SECTION 7. PRIVACY OF INFORMATION

- 7.1 **Compliance with Privacy Laws.** We and **Contract Holder** will abide by all applicable laws and regulations regarding confidentiality of individually identifiable health and other personal information, including the privacy requirements of HIPAA.
- 7.2 **Disclosure of Protected Health Information.** We will not provide protected health information (“PHI”), as defined in HIPAA, to **Contract Holder**, and **Contract Holder** will not request PHI from Us, unless **Contract Holder** has either:
- provided the certification required by 45 C.F.R. § 164.504(f) and amended **Contract Holder’s** plan documents to incorporate the necessary changes required by such rule; or
 - provided confirmation that the PHI will not be disclosed to the “plan sponsor”, as such term is defined in 45 C.F.R. § 164.501.
- 7.3 **Brokers and Consultants.** A broker or consultant, acting on behalf of a **Contract Holder**, may gain access to a **Member’s** PHI. We rely on **Contract Holder’s** representations that any broker or consultant is authorized to act on **Contract Holder’s** behalf and entitled to have access to the PHI.

SECTION 8. INDEPENDENT CONTRACTOR RELATIONSHIPS

- 8.1 **Relationship Between Us and Participating Providers.** The relationship between **Us** and **Participating Providers** is a contractual relationship among independent contractors. **Participating Providers** are not agents or employees of **Us** nor are **We** an agent or employee of any **Participating Provider**.
- Participating Providers** are solely responsible for any health services rendered to their **Member** patients. **We** make no express or implied warranties or representations concerning the qualifications, continued participation, or quality of services of any **Physician, Hospital** or other **Participating Provider**. A **Provider’s** participation may be terminated at any time without advance notice to the **Contract Holder** or **Members**, subject to applicable law. **Participating Providers** provide health care diagnosis, treatment and services for **Members**. **We** administer and determine plan benefits.
- 8.2 **Relationship Between the Parties.** The relationship between the **Parties** is a contractual relationship between independent contractors. Neither **Party** is an agent or employee of the other in performing its obligations pursuant to this **Group Agreement**.

SECTION 9. MISCELLANEOUS

- 9.1 **Delegation and Subcontracting.** **Contract Holder** acknowledges and agrees that **We** may enter into arrangements with third parties to delegate functions hereunder such as utilization management, quality assurance and provider credentialing, as **We** deem appropriate in **Our** sole discretion and as consistent with applicable laws and regulations. **Contract Holder** also acknowledges that **Our** arrangements with third party vendors (i.e. pharmacy, behavioral health) are subject to change in accordance with applicable laws and regulations.
- 9.2 **Accreditation and Qualification Status.** **We** may from time to time obtain voluntary accreditation or qualification status from a private accreditation organization or government agency. **We** make no express or implied warranty about **Our** continued qualification or accreditation status.
- 9.3 **Prior Agreements; Severability.** As of the **Effective Date**, this **Group Agreement** replaces and supersedes all other prior agreements between the **Parties** as well as any other prior written or oral understandings, negotiations, discussions or arrangements between the **Parties** related to matters covered by this **Group Agreement** or the documents incorporated herein. If any provision of this **Group Agreement** is deemed to be invalid or illegal, that provision shall be fully severable and the remaining provisions of this **Group Agreement** shall continue in full force and effect.

9.4 **Amendments.** This **Group Agreement** may be amended as follows:

- This **Group Agreement** shall be deemed to be automatically amended to conform with all rules and regulations promulgated at any time by any state or federal regulatory agency or authority having supervisory authority over **Us**;
- By written agreement between both **Parties**; or
- By **Us** upon 30 days written notice to **Contract Holder**.

The **Parties** agree that an amendment does not require the consent of any employee, **Member** or other person. Except for automatic amendments to comply with law, all amendments to this **Group Agreement** must be approved and executed by **Us**. No other individual has the authority to modify this **Group Agreement**; waive any of its provisions, conditions, or restrictions; extend the time for making a payment; or bind **Us** by making any other commitment or representation or by giving or receiving any information.

9.5 **Clerical Errors.** Clerical errors or delays by **Us** in keeping or reporting data relative to coverage will not reduce or invalidate a **Member's** coverage. Upon discovery of an error or delay, an adjustment of **Premiums** shall be made. **We** may also modify or replace a **Group Agreement**, **Certificate** or other document issued in error.

9.6 **Claim Determinations.** **We** have complete authority to review all claims for **Covered Benefits** under this **Group Agreement**. In exercising such responsibility, **We** shall have discretionary authority to determine whether and to what extent eligible individuals and beneficiaries are entitled to coverage and to construe any disputed or doubtful terms under this **Group Agreement**, the **Certificate** or any other document incorporated herein. **We** shall be deemed to have properly exercised such authority unless **We** abuse our discretion by acting arbitrarily and capriciously. **Our** review of claims may include the use of commercial software (including Claim Check) and other tools to take into account factors such as an individual's claims history, a **Provider's** billing patterns, complexity of the service or treatment, amount of time and degree of skill needed and the manner of billing.

9.7 **Misstatements.** If any fact as to the **Contract Holder** or a **Member** is found to have been misstated, an equitable adjustment of **Premiums** may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is or remains in force and its amount.

9.8 **Incontestability.** Except as to a fraudulent misstatement, or issues concerning **Premiums** due:

- No statement made by **Contract Holder** or any **Member** shall be the basis for voiding coverage or denying coverage or be used in defense of a claim unless it is in writing.
- No statement made by **Contract Holder** shall be the basis for voiding this **Group Agreement** after it has been in force for two years from its effective date.

9.9 **Assignability.** No rights or benefits under this **Group Agreement** are assignable by **Contract Holder** to any other party unless approved by **HMO**.

9.10 **Waiver.** **Our** failure to implement, or insist upon compliance with, any provision of this **Group Agreement** or the terms of the **Certificate** incorporated hereunder, at any given time or times, shall not constitute a waiver of **Our** right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of **Premiums** or benefits. This applies whether or not the circumstances are the same.

9.11 **Notices.** Any notice required or permitted under this **Group Agreement** shall be in writing and shall be deemed to have been given on the date when delivered in person; or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid, and properly addressed to the address set forth in

the Group Application or Cover Sheet, or to any more recent address of which the sending party has received written notice or, if delivered by facsimile or other electronic means, on the date sent by facsimile or other electronic means.

- 9.12 **Third Parties.** This **Group Agreement** shall not confer any rights or obligations on third parties except as specifically provided herein.
- 9.13 **Non-Discrimination.** **Contract Holder** agrees to make no attempt, whether through differential contributions or otherwise, to encourage or discourage enrollment in **HMO** of eligible individuals and eligible **Dependents** based on health status or health risk.
- 9.14 **Applicable Law.** This **Group Agreement** shall be governed and construed in accordance with applicable federal law and the law of the state specified in the Cover Sheet or, if no state law is specified, **Our** domicile state.
- 9.15 **Inability to Arrange Services.** If due to circumstances not within **Our** reasonable control, including but not limited to major disaster, epidemic, complete or partial destruction of facilities, riot, civil insurrection, disability of a significant part of **Our Participating Providers** or entities with whom **We** have contracted for services under this **Group Agreement**, or similar causes, the provision of medical or **Hospital** benefits or other services provided under this **Group Agreement** is delayed or rendered impractical, **We** shall not have any liability or obligation on account of such delay or failure to provide services, except to refund the amount of the unearned prepaid **Premiums** held by **Us** on the date such event occurs. **We** are required only to make a good-faith effort to provide or arrange for the provision of services, taking into account the impact of the event.
- 9.16 **Use of the HMO Name and all Symbols, Trademarks, and Service Marks.** **We** reserve the right to control the use of **Our** name and all symbols, trademarks, and service marks presently existing or subsequently established. **Contract Holder** agrees that it will not use such name, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without **Our** prior written consent and will cease any and all usage immediately upon **Our** request or upon termination of this **Group Agreement**.
- 9.17 **Workers' Compensation.** **Contract Holder** is responsible for protecting **Our** interests in any Workers' Compensation claims or settlements with any eligible individual. **We** shall be reimbursed for all paid medical expenses which have occurred as a result of any work related injury that is compensable or settled in any manner.

On or before the **Effective Date** of this **Group Agreement** and upon renewal, **Contract Holder** shall submit proof of their Workers' Compensation coverage or an exclusion form which has been accepted by the applicable regulatory authority governing Workers' Compensation. Upon **Our** request, **Contract Holder** shall also submit a monthly report to **Us** listing all Workers' Compensation cases. Such list will contain the name, social security number, date of loss and diagnosis of all applicable eligible individuals.

AETNA HEALTH INC.
(MAINE)

CERTIFICATE OF COVERAGE

This Certificate of Coverage ("**Certificate**") is part of the Group Agreement ("**Group Agreement**") between Aetna Health Inc., hereinafter referred to as **HMO**, and the **Contract Holder**. The **Group Agreement** determines the terms and conditions of coverage. The **Certificate** describes covered health care benefits. Provisions of this **Certificate** include the Schedule of Benefits, any riders, and any amendments, endorsements, inserts, or attachments. Riders, amendments, endorsements, inserts, or attachments may be delivered with the **Certificate** or added thereafter.

HMO agrees with the **Contract Holder** to provide coverage for benefits, in accordance with the conditions, rights, and privileges as set forth in this **Certificate**. **Members** covered under this **Certificate** are subject to all the conditions and provisions of the **Group Agreement**.

Coverage is not provided for any services received before coverage starts or after coverage ends, except as shown in the Continuation and Conversion section of this **Certificate**.

Certain words have specific meanings when used in this **Certificate**. The defined terms appear in bold type with initial capital letters. The definitions of those terms are found in the Definitions section of this **Certificate**.

This Certificate is not in lieu of insurance for Workers' Compensation. This Certificate is governed by applicable federal law and the laws of Maine.

READ THIS ENTIRE CERTIFICATE CAREFULLY. IT DESCRIBES THE RIGHTS AND OBLIGATIONS OF MEMBERS AND HMO. IT IS THE CONTRACT HOLDER'S AND THE MEMBER'S RESPONSIBILITY TO UNDERSTAND THE TERMS AND CONDITIONS IN THIS CERTIFICATE.

IN SOME CIRCUMSTANCES, CERTAIN MEDICAL SERVICES ARE NOT COVERED OR MAY REQUIRE PRE-AUTHORIZATION BY HMO.

NO SERVICES ARE COVERED UNDER THIS CERTIFICATE IN THE ABSENCE OF PAYMENT OF CURRENT PREMIUMS SUBJECT TO THE GRACE PERIOD AND THE PREMIUMS SECTION OF THE GROUP AGREEMENT.

THIS CERTIFICATE APPLIES TO COVERAGE ONLY AND DOES NOT RESTRICT A MEMBER'S ABILITY TO RECEIVE HEALTH CARE SERVICES THAT ARE NOT, OR MIGHT NOT BE, COVERED BENEFITS UNDER THIS CERTIFICATE.

PARTICIPATING PROVIDERS, NON-PARTICIPATING PROVIDERS, INSTITUTIONS, FACILITIES OR AGENCIES ARE NEITHER AGENTS NOR EMPLOYEES OF HMO.

Important

Unless otherwise specifically provided, no Member has the right to receive the benefits of this plan for health care services or supplies furnished following termination of coverage. Benefits of this plan are available only for services or supplies furnished during the term the coverage is in effect and while the individual claiming the benefits is actually covered by the Group Agreement. Benefits may be modified during the term of this plan as specifically provided under the terms of the Group Agreement or upon renewal. If benefits are modified, the revised benefits (including any reduction in benefits or elimination of benefits) apply for services or supplies furnished on or after the effective date of the modification. There is no vested right to receive the benefits of the Group Agreement.

<p>Contract Holder: President And Trustees Of Bates College Contract Holder Number: 396015 Contract Holder Group Agreement Effective Date: January 1, 2010</p>

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HMO PROCEDURE

A. **Selecting a Participating Primary Care Physician.**

At the time of enrollment, each **Member** should select a **Participating Primary Care Physician (PCP)** from **HMO's** Directory of Participating Providers to access **Covered Benefits** as described in this **Certificate**. The choice of a **PCP** is made solely by the **Member**. If the **Member** is a minor or otherwise incapable of selecting a **PCP**, the **Subscriber** should select a **PCP** on the **Member's** behalf. Until a **PCP** is selected, benefits will be limited to coverage for **Medical Emergency** care.

B. **The Primary Care Physician.**

The **PCP** coordinates a **Member's** medical care, as appropriate, either by providing treatment or by issuing **Referrals** to direct the **Member** to another **Participating Provider**. The **PCP** can also order lab tests and x-rays, prescribe medicines or therapies, and arrange hospitalization. Except in a **Medical Emergency** or for certain direct access **Specialist** benefits as described in this **Certificate**, only those services which are provided by or referred by a **Member's PCP** will be covered. **Covered Benefits** are described in the Covered Benefits section of this **Certificate**. It is a **Member's** responsibility to consult with the **PCP** in all matters regarding the **Member's** medical care.

Certain **PCP** offices are affiliated with integrated delivery systems or other provider groups (i.e., Independent Practice Associations and Physician-Hospital Organizations), and **Members** who select these **PCPs** will generally be referred to **Specialists** and **Hospitals** within that system or group. However, if the group does not include a **Provider** qualified to meet the **Member's** medical needs, the **Member** may request to have services provided by nonaffiliated **Providers**.

In certain situations where a **Member** requires ongoing care from a **Specialist**, the **Member** may receive a standing **Referral** to such **Specialist**. Please refer to the Covered Benefits section of this **Certificate** for details.

If the **Member's PCP** performs, suggests, or recommends a **Member** for a course of treatment that includes services that are not **Covered Benefits**, the entire cost of any such non-covered services will be the **Member's** responsibility.

C. **Availability of Providers.**

HMO cannot guarantee the availability or continued participation of a particular **Provider**. Either **HMO** or any **Participating Provider** may terminate the **Provider** contract or limit the number of **Members** that will be accepted as patients. If the **PCP** initially selected cannot accept additional patients, the **Member** will be notified and given an opportunity to make another **PCP** selection. The **Member** must then cooperate with **HMO** to select another **PCP**. Until a **PCP** is selected, benefits are limited to coverage for **Medical Emergency** care.

D. **Changing a PCP.**

A **Member** may change their **PCP** at any time by calling the Member Services toll-free telephone number listed on the **Member's** identification card or by written or electronic submission of the **HMO's** change form. A **Member** may contact **HMO** to request a change form or for assistance in completing that form. The change will become effective upon **HMO's** receipt and approval of the request.

E. **Ongoing Reviews.**

HMO conducts ongoing reviews of those services and supplies which are recommended or provided by **Health Professionals** to determine whether such services and supplies are **Covered Benefits** under this **Certificate**. If **HMO** determines that the recommended services and supplies are not **Covered Benefits**, the **Member** will be notified. If a **Member** wishes to appeal such determination, the **Member** may then

contact **HMO** to seek a review of the determination. Please refer to the Grievance Procedure section of this **Certificate**.

F. **Pre-authorization.**

Certain services and supplies under this **Certificate** may require pre-authorization by **HMO** to determine if they are **Covered Benefits** under this **Certificate**.

ELIGIBILITY AND ENROLLMENT

A. **Eligibility.**

1. To be eligible to enroll as a **Subscriber**, an individual must:
 - a. meet all applicable eligibility requirements agreed upon by the **Contract Holder** and **HMO**; and
 - b. live or work in the **Service Area**.
2. To be eligible to enroll as a **Covered Dependent**, the **Contract Holder** must provide dependent coverage for **Subscribers**, and the dependent must be:
 - a. the legal spouse of a Subscriber under this Certificate; or
 - b. a dependent unmarried child (including natural, foster, step, legally adopted children, children placed for adoption, a child under court order) who meets the eligibility requirements described in this **Certificate** and on the Schedule of Benefits.

No individual may be covered both as an employee and dependent and no individual may be covered as a dependent of more than one employee.
3. A **Member** who resides outside the **Service Area** is required to choose a **PCP** and return to the **Service Area** for **Covered Benefits**. The only services covered outside the **Service Area** are **Emergency Services** and **Urgent Care**.

B. **Enrollment.**

Unless otherwise noted, an eligible individual and any eligible dependents may enroll in **HMO** regardless of health status, age, or requirements for health services within 31 days from the eligibility date.

1. Newly Eligible Individuals and Eligible Dependents.

An eligible individual and any eligible dependents may enroll within 31 days of the eligibility date.
2. Open Enrollment Period.

Eligible individuals or dependents who are eligible for enrollment but do not enroll as stated above, may be enrolled during any subsequent **Open Enrollment Period** upon submission of complete enrollment information and **Premium** payment to **HMO**.
3. Enrollment of Newly Eligible Dependents.
 - a. Newborn Children.

A newborn child is covered for 31 days from the date of birth. To continue coverage beyond this initial period, the child must be enrolled in **HMO** within the initial 31 day period. If coverage does not require the payment of an additional **Premium** for a **Covered Dependent**, the **Subscriber** must still enroll the child within 31 days after the date of birth. The coverage for newly born, adopted children, and children placed for adoption consists of coverage of injury and sickness, including the necessary care and treatment of congenital defects and birth abnormalities, and within the limits of this **Certificate**. Coverage includes necessary transportation costs from place of birth to the nearest specialized **Participating** treatment center.

b. Adopted Children.

A legally adopted child or a child for whom a **Subscriber** is a court appointed legal guardian, and who meets the definition of a **Covered Dependent**, will be treated as a dependent from the date of adoption or upon the date the child was placed for adoption with the **Subscriber**. "Placed for adoption" means the assumption and retention of a legal obligation for total or partial support of a child in anticipation of adoption of the child. The **Subscriber** must make a written request for coverage within 31 days of the date the child is adopted or placed with the **Subscriber** for adoption.

4. Special Rules Which Apply to Children.

a. Qualified Medical Child Support Order.

Coverage is available for a dependent child not residing with a **Subscriber** and who resides outside the **Service Area**, if there is a qualified medical child support order requiring the **Subscriber** to provide dependent health coverage for a non-resident child. The child must meet the definition of a **Covered Dependent**, and the **Subscriber** must make a written request for coverage within 31 days of the court order.

b. Handicapped Children.

Coverage is available for a child who is chiefly dependent upon the **Subscriber** for support and maintenance, and who is 19 years of age or older but incapable of self-support due to mental or physical incapacity. The incapacity must have commenced prior to the age the dependent would have lost eligibility. In order to continue coverage for a handicapped child, the **Subscriber** must provide evidence of the child's incapacity and dependency to **HMO** within 31 days of the date the child's coverage would otherwise terminate. Proof of continued incapacity, including a medical examination, must be submitted to **HMO** as requested, but not more frequently than annually beginning after the 2 year period following the child's attainment of the age specified on the Schedule of Benefits. This eligibility provision will no longer apply on the date the dependent's incapacity ends.

5. Notification of Change in Status.

It shall be a **Member's** responsibility to notify **HMO** of any changes which affect the **Member's** coverage under this **Certificate**, unless a different notification process is agreed to between **HMO** and **Contract Holder**. Such status changes include, but are not limited to, change of address, change of **Covered Dependent** status, and enrollment in Medicare or any other group health plan of any **Member**. Additionally, if requested, a **Subscriber** must provide to **HMO**, within 31 days of the date of the request, evidence satisfactory to **HMO** that a dependent meets the eligibility requirements described in this **Certificate**.

6. Special Enrollment Period.

An eligible individual and eligible dependents may be enrolled during special enrollment periods. A special enrollment period may apply when an eligible individual or eligible dependent loses other health coverage or when an eligible individual acquires a new eligible dependent through marriage, birth, adoption or placement for adoption.

Special Enrollment Period for Certain Individuals Who Lose Other Health Coverage:

An eligible individual or an eligible dependent may be enrolled during a special enrollment period, if requirements a, b, c and d are met:

- a. the eligible individual or the eligible dependent was covered under another group health plan or other health insurance coverage when initially eligible for coverage under **HMO**;
- b. the eligible individual or eligible dependent declines coverage in writing under **HMO**;
- c. the eligible individual or eligible dependent loses coverage under the other group health plan or other health insurance coverage for 1 of the following reasons:
 - i. the other group health coverage is COBRA continuation coverage under another plan, and the COBRA continuation coverage under that other plan has since been exhausted; or
 - ii. the other coverage is a group health plan or other health insurance coverage, and the other coverage has been terminated as a result of loss of eligibility for the coverage or employer contributions towards the other coverage have been terminated.

Loss of eligibility includes a loss of coverage as a result of legal separation, divorce, death, termination of employment, reduction in the number of hours of employment, and any loss of eligibility after a period that is measured by reference to any of the foregoing.

Loss of eligibility does not include a loss due to failure of the individual or the participant to pay **Premiums** on a timely basis or due to termination of coverage for cause as referenced in the Termination of Coverage section of this **Certificate**; and

- d. the eligible individual or eligible dependent enrolls within 31 days of the loss.

The **Effective Date of Coverage** will be the first day of the first calendar month following the date the completed request for enrollment is received.

The eligible individual or the eligible dependent enrolling during a special enrollment period will not be subject to late enrollment provisions, if any, described in this **Certificate**.

Special Enrollment Period When a New Eligible Dependent is Acquired:

When a new eligible dependent is acquired through marriage, birth, adoption or placement for adoption, the new eligible dependent (and, if not otherwise enrolled, the eligible individual and other eligible dependents) may be enrolled during a special enrollment period.

The special enrollment period is a period of 30 days, beginning on the date of the marriage, birth, adoption or placement for adoption (as the case may be). If a completed request for enrollment is made during that period, the **Effective Date of Coverage** will be:

In the case of marriage, the first day of the first calendar month following the date the completed request for enrollment is received.

In the case of a dependent's birth, adoption or placement for adoption, the date of such birth, adoption or placement for adoption.

The eligible individual or the eligible dependents enrolling during a special enrollment period will not be subject to late enrollment provisions, if any, described in this **Certificate**.

C. Effective Date of Coverage.

Coverage shall take effect at 12:01 a.m. on the **Member's** effective date. Coverage shall continue in effect from month to month subject to payment of **Premiums** made by the **Contract Holder** and subject to the Contract Holder Termination section of the **Group Agreement**, and the Termination of Coverage section of this **Certificate**.

Hospital Confinement on **Effective Date of Coverage**.

If a **Member** is an inpatient in a **Hospital** on the **Effective Date of Coverage**, the **Member** will be covered as of that date. Such services are not covered if the **Member** is covered by another health plan on that date and the other health plan is responsible for the cost of the services. **HMO** will not cover any service that is not a **Covered Benefit** under this **Certificate**. To be covered, the **Member** must utilize **Participating Providers** and is subject to all the terms and conditions of this **Certificate**.

COVERED BENEFITS

A **Member** shall be entitled to the **Covered Benefits** as specified below, in accordance with the terms and conditions of this **Certificate**. Unless specifically stated otherwise, in order for benefits to be covered, they must be **Medically Necessary**. For the purpose of coverage, **HMO** may determine whether any benefit provided under the **Certificate** is **Medically Necessary**, and **HMO** has the option to only authorize coverage for a **Covered Benefit** performed by a particular **Provider**. Preventive care, as described below, will be considered **Medically Necessary**.

ALL SERVICES ARE SUBJECT TO THE EXCLUSIONS AND LIMITATIONS DESCRIBED IN THIS CERTIFICATE.

To be **Medically Necessary**, the service or supply must:

- be consistent with generally accepted standards of medical practice;
- be clinically appropriate in terms of type, frequency, extent, site and duration;
- be demonstrated through scientific evidence to be effective in improving health outcomes;
- be representative of "best practices" in the medical profession; and
- be not primarily for the convenience of the **Member** or **Physician**.

In determining if a service or supply is **Medically Necessary**, **HMO's** Patient Management Medical Director or its **Physician** designee will consider:

- information provided on the **Member's** health status;
- reports in peer reviewed medical literature;

- reports and guidelines published by nationally recognized health care organizations that include supporting scientific data;
- professional standards of safety and effectiveness which are generally recognized in the United States for diagnosis, care or treatment;
- the opinion of **Health Professionals** in the generally recognized health specialty involved;
- the opinions of the attending **Physicians**, which have credence but do not overrule contrary opinions; and
- any other relevant information brought to **HMO's** attention.

All **Covered Benefits** will be covered in accordance with the guidelines determined by **HMO**.

If a **Member** has questions regarding coverage under this **Certificate**, the **Member** may call the Member Services toll-free telephone number listed on the **Member's** identification card.

THE MEMBER IS RESPONSIBLE FOR PAYMENT OF THE APPLICABLE COPAYMENTS LISTED ON THE SCHEDULE OF BENEFITS.

EXCEPT FOR DIRECT ACCESS SPECIALIST BENEFITS OR IN A MEDICAL EMERGENCY OR URGENT CARE SITUATION AS DESCRIBED IN THIS CERTIFICATE, THE FOLLOWING BENEFITS MUST BE ACCESSED THROUGH THE PCP'S OFFICE THAT IS SHOWN ON THE MEMBER'S IDENTIFICATION CARD, OR ELSEWHERE UPON PRIOR REFERRAL ISSUED BY THE MEMBER'S PCP.

A. Primary Care Physician Benefits.

1. Office visits during office hours.
2. Home visits.
3. After-hours **PCP** services. **PCPs** are required to provide or arrange for on-call coverage 24 hours a day, 7 days a week. If a **Member** becomes sick or is injured after the **PCP's** regular office hours, the **Member** should:
 - a. call the **PCP's** office; and
 - b. identify himself or herself as a **Member**; and
 - c. follow the **PCP's** or covering **Physician's** instructions.

If the **Member's** injury or illness is a **Medical Emergency**, the **Member** should follow the procedures outlined under the Emergency Care/Urgent Care Benefits section of this **Certificate**.

4. **Hospital** visits.
5. Periodic health evaluations to include:
 - a. well child care from birth including immunizations and booster doses of all immunizing agents used in child immunizations which conform to the standards of the Advisory Committee on Immunization Practices of the Centers for Disease Control, U.S. Department of Health and Human Services.
 - b. routine physical examinations.

- c. routine gynecological examinations, including Pap smears, for routine care, administered by the **PCP**. Or the **Member** may also go directly to a **Participating** gynecologist without a **Referral** for routine GYN examinations and Pap smears. See the Direct Access Specialist Benefits section of this **Certificate** for a description of these benefits.
 - d. routine hearing screenings.
 - e. immunizations (but not if solely for the purpose of travel or employment).
 - f. routine vision screenings.
- 6. Injections, including allergy desensitization injections.
 - 7. Casts and dressings.
 - 8. Health Education Counseling and Information.
 - 9. Diabetic Equipment, Supplies and Education. The following equipment, supplies and education services for the treatment of diabetic conditions are covered when ordered by the **Member's PCP** and obtained through a **Participating Provider**:
 - a. Insulin;
 - b. Oral hypoglycemic agents;
 - c. Glucose monitors;
 - d. Glucose test strips;
 - e. Syringes;
 - f. Lancets.
 - g. Coverage for diabetes outpatient self-management training and educational services that are provided through ambulatory diabetes education facilities authorized by the State's Diabetes Control Project within the Bureau of Health.
 - 10. Metabolic Formula and Special Modified Low-Protein Food Products. Coverage shall include metabolic formula and special low-protein food products that have been prescribed by a licensed **Physician** for a **Member** with an inborn error of metabolism. An inborn error of metabolism means a genetically determined biochemical disorder in which a specific enzyme defect produces a metabolic block that may have pathogenic consequences at birth or later in life. A special modified low-protein food product means food formulated to reduce the protein content to less than one gram of protein per serving and does not include foods naturally low in protein. Benefit shall provide for a maximum of \$3000 per calendar year.

B. Diagnostic Services Benefits.

Services include, but are not limited to, the following:

- 1. Diagnostic, laboratory, and x-ray services.
- 2. Mammograms, by a **Participating Provider**. The **Member** is required to obtain a **Referral** from her **PCP** or gynecologist, or obtain pre-authorization from **HMO** to a **Participating Provider**.

Screening mammogram benefits for female **Members** are provided as follows:

- age 40 and older, one routine mammogram every year; or
- when **Medically Necessary**.

3. Prostate cancer screening benefits for male **Members** are provided as follows:
 - digital and prostate-specific antigen tests covered annually starting at age 50 to age 72.
 - when **Medically Necessary**.

C. **Specialist Physician Benefits.**

Covered Benefits include outpatient and inpatient services.

If a **Member** requires ongoing care from a **Specialist** for a prolonged period of time for a life threatening, degenerating or disabling condition, the **Member** may receive a standing **Referral** to such **Specialist**. If **PCP** in consultation with an **HMO** Medical Director and an appropriate **Specialist** determines that a standing **Referral** is warranted, the **PCP** shall make the **Referral** to a **Specialist**. This standing **Referral** shall be pursuant to a treatment plan approved by the **HMO** Medical Director in consultation with the **PCP**, **Specialist** and **Member**.

Member may request a second opinion regarding a proposed surgery or course of treatment recommended by **Member's PCP** or a **Specialist**. Second opinions must be obtained by a **Participating Provider** and are subject to pre-authorization. To request a second opinion, **Member** should contact their **PCP** for a **Referral**.

D. **Direct Access Specialist Benefits.**

The following services are covered without a **Referral** when rendered by a **Participating Provider**.

- Routine Gynecological Examination(s). Routine gynecological visit(s) and Pap smear(s). The maximum number of visits, if any, is listed on the Schedule of Benefits.
- Direct Access to Gynecologists. Benefits are provided to female **Members** for services performed by a **Participating** gynecologist for diagnosis and treatment of gynecological problems. See the Infertility Services section of this **Certificate** for a description of **Infertility** benefits.
- Direct Access to Participating Optometrists and Ophthalmologists for **Medical Emergency**. **Member** will be covered for up to two (2) visits, one initial and one follow-up visit, without referral from **PCP**.

The Optometrist or Ophthalmologist will submit a report containing the **Member's** complaint, history, exam results, initial diagnosis and treatment recommendations to the **Member's PCP** within three (3) working days. **HMO** and **Member** will not be liable for any services rendered if the **Provider** fails to submit this report within three (3) working days.

- Routine Eye Examinations, including refraction, as follows:
 1. if the **Member** is age 1 through 18, 1 exam every 24-month period.
 2. if the **Member** is age 19 and over, 1 exam every 24-month period.

E. **Maternity Care and Related Newborn Care Benefits.**

Outpatient and inpatient pre-natal and postpartum care and obstetrical services provided by **Participating Providers** are a **Covered Benefit**. The **Participating Provider** is responsible for obtaining any required pre-authorizations for all non-routine obstetrical services from **HMO** after the first prenatal visit.

Coverage does not include routine maternity care (including delivery) received while outside the **Service Area** unless the **Member** receives pre-authorization from **HMO**. As with any other medical condition, **Emergency Services** are covered when **Medically Necessary**.

As an exception to the **Medically Necessary** requirements of this **Certificate**, the following coverage is provided for a mother and newly born child:

1. a minimum of 48 hours of inpatient care in a **Participating Hospital** following a vaginal delivery;
2. a minimum of 96 hours of inpatient care in a **Participating Hospital** following a cesarean section; or
3. a shorter **Hospital** stay, if requested by a mother, and if determined to be medically appropriate by the **Participating Providers** in consultation with the mother.

If a **Member** requests a shorter **Hospital** stay, the **Member** will be covered for one home health care visit scheduled to occur within 24 hours of discharge. An additional visit will be covered when prescribed by the **Participating Provider**. This benefit is in addition to the home health maximum number of visits, if any, shown on the Schedule of Benefits. A **Copayment** will not apply for home health care visits.

F. Inpatient Hospital and Skilled Nursing Facility Benefits.

A **Member** is covered for services only at **Participating Hospitals** and **Participating Skilled Nursing Facilities**. All services are subject to pre-authorization by **HMO**. In the event that the **Member** elects to remain in the **Hospital** or **Skilled Nursing Facility** after the date that the **Participating Provider** and/or the **HMO** Medical Director has determined and advised the **Member** that the **Member** no longer meets the criteria for continued inpatient confinement, the **Member** shall be fully responsible for direct payment to the **Hospital** or **Skilled Nursing Facility** for such additional **Hospital, Skilled Nursing Facility, Physician** and other **Provider** services, and **HMO** shall not be financially responsible for such additional services.

Coverage for **Skilled Nursing Facility** benefits is subject to the maximum number of days, if any, shown on the Schedule of Benefits.

Inpatient **Hospital** cardiac and pulmonary rehabilitation services are covered by **Participating Providers** upon **Referral** issued by the **Member's PCP** and pre-authorization by **HMO**.

G. Transplants Benefits.

Transplants which are non-experimental or non-investigational are a **Covered Benefit**. Covered transplants must be ordered by the **Member's PCP** and **Participating Specialist Physician** and pre-authorized by **HMO's** Medical Director. The transplant must be performed at **Hospitals** specifically approved and designated by **HMO** to perform these procedures. A transplant is non-experimental and non-investigational hereunder when **HMO** has determined, in its sole discretion, that the **Medical Community** has generally accepted the procedure as appropriate treatment for the specific condition of the **Member**. Coverage for a transplant where a **Member** is the recipient includes coverage for the medical and surgical expenses of a live donor, to the extent these services are not covered by another plan or program.

H. Outpatient Surgery Benefits.

Coverage is provided for outpatient surgical services and supplies in connection with a covered surgical procedure when furnished by a **Participating** outpatient surgery center. All services and supplies are subject to pre-authorization by **HMO**.

I. Substance Abuse Benefits.

A **Member** is covered for the following services as authorized and provided by **Participating Behavioral Health Providers**.

1. Outpatient care benefits are covered for **Detoxification**. Benefits include diagnosis, medical treatment and medical referral services (including referral services for appropriate ancillary services) by the **Member's PCP** for the abuse of or addiction to alcohol or drugs.

Member is entitled to outpatient visits to a **Participating Behavioral Health Provider** upon **Referral** by the **PCP** for diagnostic, medical or therapeutic **Substance Abuse Rehabilitation** services. Coverage is subject to the limits, if any, shown on the Schedule of Benefits.

2. Inpatient care benefits are covered for **Detoxification**. Benefits include medical treatment and referral services for **Substance Abuse** or addiction. The following services shall be covered under inpatient treatment: lodging and dietary services; **Physicians**, psychologist, nurse, certified addictions counselor and trained staff services; diagnostic x-ray; psychiatric, psychological and medical laboratory testing; and drugs, medicines, equipment use and supplies.

Member is entitled to medical, nursing, counseling or therapeutic **Substance Abuse Rehabilitation** services in an inpatient, **Hospital** or non-hospital residential facility, appropriately licensed by the Department of Health, upon referral by the **Member's Participating Behavioral Health Provider** for alcohol or drug abuse or dependency. Coverage is subject to the limits, if any, shown on the Schedule of Benefits.

J. **Mental Health Benefits.**

A **Member** is covered for services for the treatment of the following **Mental or Behavioral Conditions** through **Participating Behavioral Health Providers**.

1. Outpatient benefits are covered for short-term, outpatient evaluative and crisis intervention or home health mental health services, and are subject to the maximum number of visits, if any, shown on the Schedule of Benefits.
2. Inpatient benefits may be covered for medical, nursing, counseling or therapeutic services in an inpatient, non-hospital residential facility, appropriately licensed by the Department of Health or its equivalent. Coverage, if applicable, is subject to the maximum number of days, if any, shown on the Schedule of Benefits.
3. Inpatient benefit exchanges are a **Covered Benefit**. When authorized by **HMO**, 1 mental health inpatient day, if any, may be exchanged for up to 4 outpatient or home health visits. This is limited to an exchange of up to a maximum of 10 inpatient days for a maximum of 40 additional outpatient visits. One inpatient day, if any, may be exchanged for 2 days of treatment in a **Partial Hospitalization** and/or outpatient electroshock therapy (ECT) program in lieu of hospitalization up to the maximum benefit limitation upon approval by **HMO**.

Requests for a benefit exchange must be initiated by the **Member's Participating Behavioral Health Provider** under the guidelines set forth by the **HMO**. **Member** must utilize all outpatient mental health benefits, if any, available under the **Certificate** and pay all applicable **Copayments** before an inpatient and outpatient visit exchange will be considered. The **Member's Participating Behavioral Health Provider** must demonstrate **Medical Necessity** for extended visits and be able to support the need for hospitalization if additional visits were not offered. Request for exchange must be pre-authorized by **HMO**.

4. Biologically-based mental or nervous conditions. **Member** shall be covered for outpatient and inpatient medical treatment and diagnosis of a biologically-based mental or nervous condition as defined by the most recent edition of the American Psychiatric Association's "Diagnostic and

Statistical Manual of Mental Disorders”. **Member** shall be covered, subject to the same terms and conditions as physical illness upon diagnosis of one or more of the following conditions by a **Participating Provider**:

- a. Schizophrenia;
- b. Bipolar disorders;
- c. Pervasive developmental disorder, or autism;
- d. Paranoia;
- e. Panic disorder;
- f. Obsessive-compulsive disorder; or
- g. Major depressive disorder.

K. Emergency Care/Urgent Care Benefits.

1. Emergency Care:

A **Member** is covered for **Emergency Services**, provided the service is a **Covered Benefit**, and **HMO's** review determines that a **Medical Emergency** existed at the time medical attention was sought by the **Member**.

The **Copayment** for an emergency room visit as described on the Schedule of Benefits will not apply either in the event that the **Member** was referred for such visit by the **Member's PCP** for services that should have been rendered in the **PCP's** office or if the **Member** is admitted into the **Hospital**.

The **Member** will be reimbursed for the cost for **Emergency Services** rendered by a non-participating **Provider** located either within or outside the **HMO Service Area**, for those expenses, less **Copayments**, which are incurred up to the time the **Member** is determined by **HMO** and the attending **Physician** to be medically able to travel or to be transported to a **Participating Provider**. In the event that transportation is **Medically Necessary**, the **Member** will be reimbursed for the cost as determined by **HMO**, minus any applicable **Copayments**. Reimbursement may be subject to payment by the **Member** of all **Copayments** which would have been required had similar benefits been provided during office hours and upon prior **Referral** to a **Participating Provider**.

Medical transportation is covered during a **Medical Emergency**.

2. Urgent Care:

Urgent Care Within the HMO Service Area. If the **Member** needs **Urgent Care** while within the **HMO Service Area**, but the **Member's** illness, injury or condition is not serious enough to be a **Medical Emergency**, the **Member** should first seek care through the **Member's PCP**. If the **Member's PCP** is not reasonably available to provide services for the **Member**, the **Member** may access **Urgent Care** from a **Participating Urgent Care** facility within the **HMO Service Area**.

Urgent Care Outside the HMO Service Area. The **Member** will be covered for **Urgent Care** obtained from a **Physician** or licensed facility outside of the **HMO Service Area** if the **Member** is temporarily absent from the **HMO Service Area** and receipt of the health care service cannot be delayed until the **Member** returns to the **HMO Service Area**.

A **Member** is covered for any follow-up care. Follow-up care is any care directly related to the need for **Emergency Services** which is provided to a **Member** after the **Medical Emergency** or **Urgent Care** situation has terminated. All follow-up and continuing care must be provided or arranged by a **Member's PCP**. The **Member** must follow this procedure, or the **Member** will be responsible for payment for all services received.

L. **Outpatient Rehabilitation Benefits.**

The following benefits are covered by **Participating Providers** upon **Referral** issued by the **Member's PCP** and pre-authorization by **HMO**.

1. A limited course of cardiac rehabilitation following an inpatient **Hospital** stay is covered when **Medically Necessary** following angioplasty, cardiovascular surgery, congestive heart failure or myocardial infarction.
2. Pulmonary rehabilitation following an inpatient **Hospital** stay is covered when **Medically Necessary** for the treatment of reversible pulmonary disease states.
3. Cognitive therapy associated with physical rehabilitation is covered for non-chronic conditions and acute illnesses and injuries as part of a treatment plan coordinated with **HMO**. Coverage is subject to the limits, if any, shown on the Schedule of Benefits.
4. Physical therapy is covered for non-chronic conditions and acute illnesses and injuries. Coverage is subject to the limits, if any, shown on the Schedule of Benefits.
5. Occupational therapy (except for vocational rehabilitation or employment counseling) is covered for non-chronic conditions and acute illnesses. Coverage is subject to the limits, if any, shown on the Schedule of Benefits.
6. Speech therapy is covered for non-chronic conditions and acute illnesses and injuries and is subject to the limits, if any, shown on the Schedule of Benefits. Services rendered for the treatment of delays in speech development, unless resulting from disease, injury, or congenital defects, are not covered.

M. **Home Health Benefits.**

The following services are covered when rendered by a **Participating** home health care agency. Pre-authorization must be obtained from the **Member's** attending **Participating Physician**. **HMO** shall not be required to provide home health benefits when **HMO** determines the treatment setting is not appropriate, or when there is a more cost effective setting in which to provide appropriate care.

1. Skilled nursing services for a **Homebound Member**. Treatment must be provided by or supervised by a registered nurse.
2. Services of a home health aide. These services are covered only when the purpose of the treatment is **Skilled Care**.
3. Medical social services. Treatment must be provided by or supervised by a qualified medical **Physician** or social worker, along with other **Home Health Services**. The **PCP** must certify that such services are necessary for the treatment of the **Member's** medical condition.
4. Short-term physical, speech, or occupational therapy is covered. Coverage is limited to those conditions and services under the Outpatient Rehabilitation Benefits section of this **Certificate**.

Coverage is subject to the maximum number of visits, if any, shown on the Schedule of Benefits.

N. **Hospice Benefits.**

Hospice Care services for a terminally ill **Member** are covered when pre-authorized by **HMO**. Services may include home and **Hospital** visits by nurses and social workers; pain management and symptom

control; instruction and supervision of a family **Member**; inpatient care; counseling and emotional support; and other home health benefits listed in the Home Health Benefits section of this **Certificate**.

Coverage is not provided for funeral arrangements, financial or legal counseling. Homemaker or caretaker services, and any service not solely related to the care of the **Member**, including but not limited to, sitter or companion services for the **Member** or other **Members** of the family, transportation, house cleaning, and maintenance of the house are not covered.

O. Prosthetic Appliances Benefits.

The **Member's** initial provision and replacement of a prosthetic device that temporarily or permanently replaces all or part of an external body part lost or impaired as a result of disease or injury or congenital defects is covered, when such device is prescribed by a **Participating Provider**, administered through a **Participating** or designated prosthetic **Provider** and pre-authorized by **HMO**. Coverage includes repair and replacement when due to congenital growth. Instruction and appropriate services required for the **Member** to properly use the item (such as attachment or insertion) are covered. Covered prosthetic appliances include those items covered by Medicare unless excluded in the Exclusions and Limitations section of this **Certificate**. **HMO** reserves the right to provide the most cost efficient and least restrictive level of service or item which can be safely and effectively provided.

P. Injectable Medications Benefits.

Injectable medications, including those medications intended to be self administered, are a **Covered Benefit** when an oral alternative drug is not available, unless specifically excluded as described in the Exclusions and Limitations section of this **Certificate**. Medications must be prescribed by a **Provider** licensed to prescribe federal legend prescription drugs or medicines, and pre-authorized by **HMO**. If the drug therapy treatment is approved for self-administration, the **Member** is required to obtain covered medications at an **HMO Participating** pharmacy designated to fill injectable prescriptions.

Injectable drugs or medication used for the treatment of cancer or HIV are covered when the off-label use of the drug has not been approved by the FDA for that indication, provided that such drug is recognized for treatment of such indication in 1 of the standard reference compendia (the United States Pharmacopoeia Drug Information, the American Medical Association Drug Evaluations, or the American Hospital Formulary Service Drug Information) and the safety and effectiveness of use for this indication has been adequately demonstrated by at least 1 study published in a nationally recognized peer reviewed journal.

Q. Breast Cancer and Reconstructive Breast Surgery Benefits.

The following benefits are covered upon **Referral** issued by the **Member's PCP**.

1. Inpatient care in a **Participating Hospital** for such periods as is determined by the attending **Participating Physician** in consultation with the **Member** to be **Medically Necessary** after the **Member** has undergone a lymph node dissection or a lumpectomy for the treatment of breast cancer or a mastectomy.
2. Reconstructive breast surgery resulting from a mastectomy is covered. Coverage includes reconstruction of the breast on which the mastectomy is performed including areolar reconstruction and the insertion of a breast implant; surgery and reconstruction performed on the non-diseased breast to establish symmetry when reconstructive breast surgery on the diseased breast has been performed; and **Medically Necessary** physical therapy to treat the complications of mastectomy, including lymphedema.

R. Additional Benefits.

- **Chiropractic Benefits.** Services by a **Participating Provider**, including **Participating** licensed chiropractors, are covered under the following conditions.

1. A **Member** may utilize the services of a **Participating Provider** for 3 weeks or a maximum of 12 visits, whichever occurs first, of **Acute Care** treatment without the prior approval of a **Primary Care Physician**.
2. Within 3 working days of the consultation, the **Participating Provider** shall send to the **Primary Care Physician** a report containing the **Member's** complaint, related history, examination, original diagnosis and treatment plan. If the **Provider** fails to send a report to the **Primary Care Physician** within 3 working days, the **HMO** is not obligated to provide coverage for chiropractic care and the **Member** is not liable to the **Participating Provider** for any unpaid fees.
3. If the **Member** and the **Participating Provider** determine that the condition of the **Member** has not improved after 3 weeks of treatment or a maximum of 12 visits, the **Participating Provider** shall discontinue treatment and refer the **Member** to the **Primary Care Physician**. If the **Participating Provider** recommends treatment beyond 3 weeks or a maximum of 12 visits, the **Participating Provider** shall send to the **Primary Care Physician** a report containing information on the **Member's** progress and outlining a treatment plan for extended chiropractic care of up to 5 more weeks or a maximum of 12 more visits, whichever occurs first.
4. Without the approval of the **Primary Care Physician**, the **Member** may not receive coverage for more than 36 visits to a **Participating Provider** in a 12 month period. After a maximum of 36 visits, a **Member** continuing chiropractic treatment must be authorized by the **Primary Care Physician**.

A **Copayment**, a maximum annual out-of-pocket payment, and a maximum annual benefit may apply to this service. Refer to the Schedule of Benefits attached to this **Certificate**.

- **Clinical Trials.**

Members are eligible to participate in approved clinical trials in the following circumstances:

1. **Member** has a life threatening illness for which no standard treatment is effective.
2. **Member** meets the clinical trial guidelines provided by Maine State Law.

An approved clinical trial is a clinical research study or investigation approved and funded by the federal Department of Health and Human Services, National Institutes of Health or a cooperative group or center of the National Institutes of Health.

Coverage will be provided for items and services furnished in connection with the clinical trial, but not for the costs of tests or measurements conducted primarily for the purpose of the clinical trial or the costs of items or services reasonably expected to be paid for by the sponsors of the clinical trial.

- **Contraceptives.**

Consultations, examinations, procedures and medical services provided on an outpatient basis and related to the use of contraceptive methods.

Coverage is not provided if your employer is a religious organization who has elected not to provide coverage for contraceptive services or treatment.

- **Durable Medical Equipment Benefits.**

Durable Medical Equipment will be provided when pre-authorized by **HMO**. The wide variety of **Durable Medical Equipment** and continuing development of patient care equipment makes it impractical to provide a complete listing, therefore, the **HMO** Medical Director has the authority to approve requests on a case-by-case basis. Covered **Durable Medical Equipment** includes those items covered by Medicare unless excluded in the Exclusions and Limitations section of this **Certificate**. **HMO** reserves the right to provide the most cost efficient and least restrictive level of service or item which can be safely and effectively provided. The decision to rent or purchase is at the discretion of **HMO**.

Instruction and appropriate services required for the **Member** to properly use the item, such as attachment or insertion, are also covered upon pre-authorization by **HMO**. Replacement, repairs and maintenance are covered only if it is demonstrated to the **HMO** that:

1. it is needed due to a change in the **Member's** physical condition; or
2. it is likely to cost less to buy a replacement than to repair the existing equipment or to rent like equipment.

All maintenance and repairs that result from a misuse or abuse are a **Member's** responsibility.

A **Copayment**, an annual maximum out-of-pocket limit, and an annual maximum benefit may apply to this service. Refer to the Schedule of Benefits attached to this **Certificate**.

EXCLUSIONS AND LIMITATIONS

A. Exclusions.

The following are not **Covered Benefits** except as described in the Covered Benefits section of this **Certificate** or by rider(s) and/or amendment(s) attached to this **Certificate**:

- Ambulance services, for routine transportation to receive outpatient or inpatient services.
- Beam neurologic testing.
- Biofeedback, except as pre-authorized by **HMO**.
- Blood and blood plasma, except in a **Medical Emergency**, including but not limited to, provision of blood, blood plasma, blood derivatives, synthetic blood or blood products other than blood derived clotting factors, the collection or storage of blood plasma, the cost of receiving the services of professional blood donors, apheresis or plasmapheresis. Only administration, processing of blood, processing fees, and fees related to autologous blood donations are covered.
- Care for conditions that state or local laws require to be treated in a public facility, including but not limited to, mental illness commitments.
- Care furnished to provide a safe surrounding, including the charges for providing a surrounding free from exposure that can worsen the disease or injury.
- **Cosmetic Surgery**, or treatment relating to the consequences of, or as a result of, **Cosmetic Surgery**, other than **Medically Necessary Services**. This exclusion includes, but is not limited to, surgery to correct gynecomastia and breast augmentation procedures, and otoplasties. Reduction mammoplasty, except when determined to be **Medically Necessary** by an **HMO** Medical Director, is not covered. This exclusion does not apply to surgery to correct the results of injuries causing the impairment, or as a continuation of a staged reconstruction procedure including reconstruction following mastectomy, or congenital defects necessary to restore normal bodily functions, including but not limited to, cleft lip and cleft palate.

- Costs for services resulting from the commission of, or attempt to commit a felony by the **Member**.
- Court ordered services, or those required by court order as a condition of parole or probation.
- **Custodial Care.**
- Dental services, including but not limited to, services related to the care, filling, removal or replacement of teeth and treatment of injuries to or diseases of the teeth, dental services related to the gums, apicoectomy (dental root resection), orthodontics, root canal treatment, soft tissue impactions, alveolectomy, augmentation and vestibuloplasty treatment of periodontal disease, false teeth, prosthetic restoration of dental implants, and dental implants. This exclusion does not include removal of bony impacted teethbone fractures, removal of tumors, and orthodontogenic cysts. In addition, subject to pre-authorization by **HMO**, this exclusion does not apply to anesthesia or **Hospital** services performed for an inpatient or outpatient dental procedure on **Members**, including infants, exhibiting physical, intellectual or medically compromising conditions for which dental treatment under local anesthesia, with or without additional adjunctive techniques and modalities, cannot be expected to provide a successful result and for which dental treatment under general anesthesia can be expected to produce a superior result; **Members** demonstrating dental treatment needs for which local anesthesia is ineffective because of acute infection, anatomic variation or allergy; extremely uncooperative, fearful, anxious or uncommunicative children or adolescents with dental needs of such magnitude that treatment should not be postponed or deferred and for whom lack of treatment can be expected to result in dental or oral pain or infection, loss of teeth or other increased oral or dental morbidity; and Members who have sustained extensive oral-facial or dental trauma for which treatment under local anesthesia would be ineffective or compromised.
- Educational services and treatment of behavioral disorders, together with services for remedial education including evaluation or treatment of learning disabilities, minimal brain dysfunction, developmental and learning disorders, behavioral training, and cognitive rehabilitation. This includes services, treatment or educational testing and training related to behavioral (conduct) problems, learning disabilities, or developmental delays. Special education, including lessons in sign language to instruct a **Member**, whose ability to speak has been lost or impaired, to function without that ability, are not covered.
- **Experimental or Investigational Procedures**, or ineffective surgical, medical, psychiatric, or dental treatments or procedures, research studies, or other experimental or investigational health care procedures or pharmacological regimes as determined by **HMO**, unless pre-authorized by **HMO**.

This exclusion will not apply with respect to drugs:

1. that have been granted treatment investigational new drug (IND) or Group c/treatment IND status;
 2. that are being studied at the Phase III level in a national clinical trial sponsored by the National Cancer Institute; or
 3. **HMO** has determined that available scientific evidence demonstrates that the drug is effective or the drug shows promise of being effective for the disease.
 4. in which the off-label uses are to treat cancer and HIV/AIDS.
- Hair analysis.

- Hearing aids.
- Home births.
- Home uterine activity monitoring.
- Household equipment, including but not limited to, the purchase or rental of exercise cycles, water purifiers, hypo-allergenic pillows, mattresses or waterbeds, whirlpool or swimming pools, exercise and massage equipment, central or unit air conditioners, air purifiers, humidifiers, dehumidifiers, escalators, elevators, ramps, stair glides, emergency alert equipment, handrails, heat appliances, improvements made to a **Member's** house or place of business, and adjustments made to vehicles.
- Hypnotherapy, except when pre-authorized by **HMO**.
- Implantable drugs, with the exception of contraceptives.
- The treatment of male or female **Infertility**, including but not limited to:
 1. The purchase of donor sperm and any charges for the storage of sperm;
 2. The purchase of donor eggs and any charges associated with care of the donor required for donor egg retrievals or transfers or gestational carriers;
 3. Charges associated with cryopreservation or storage of cryopreserved embryos (e.g., office, **Hospital**, ultrasounds, laboratory tests, etc.);
 4. Home ovulation prediction kits;
 5. Injectable **Infertility** medications, including but not limited to menotropins, hCG, GnRH agonists, and IVIG;
 6. Artificial Insemination, in vitro fertilization (IVF), gamete intrafallopian tube transfer (GIFT), zygote intrafallopian tube transfer (ZIFT), and intracytoplasmic sperm injection (ICSI), and any other advanced reproductive technology (“ART”) procedures or services related to such procedures;
 7. Any charges associated with care required for ART (e.g., office, **Hospital**, ultrasounds, laboratory tests, etc.);
 8. Donor egg retrieval or fees associated with donor egg programs, including but not limited to fees for laboratory tests;
 9. Any charges associated with a frozen embryo transfer, including but not limited to thawing charges;
 10. Reversal of sterilization surgery; and
 11. Any charges associated with obtaining sperm for any ART procedures.
- Military service related diseases, disabilities or injuries for which the **Member** is legally entitled to receive treatment at government facilities and which facilities are reasonably available to the **Member**.
- Missed appointment charges.
- Non-medically necessary services, including but not limited to, those services and supplies:

1. which are not **Medically Necessary**, as determined by **HMO**, for the diagnosis and treatment of illness, injury, restoration of physiological functions, or covered preventive services;
 2. that do not require the technical skills of a medical, mental health or a dental professional;
 3. furnished mainly for the personal comfort or convenience of the **Member**, or any person who cares for the **Member**, or any person who is part of the **Member's** family, or any **Provider**;
 4. furnished solely because the **Member** is an inpatient on any day in which the **Member's** disease or injury could safely and adequately be diagnosed or treated while not confined;
 5. furnished solely because of the setting if the service or supply could safely and adequately be furnished in a **Physician's** or a dentist's office or other less costly setting.
- Orthotics.
 - Outpatient supplies, including but not limited to, medical consumable or disposable supplies such as syringes, incontinence pads, elastic stockings, and reagent strips.
 - Payment for that portion of the benefit for which Medicare or another party is the primary payer.
 - Personal comfort or convenience items, including those services and supplies not directly related to medical care, such as guest meals and accommodations, barber services, telephone charges, radio and television rentals, homemaker services, travel expenses, take-home supplies, and other like items and services.
 - Prescription or non-prescription drugs and medicines, except as provided on an inpatient basis.
 - Private duty or special nursing care, unless pre-authorized by **HMO**.
 - Recreational, educational, and sleep therapy, including any related diagnostic testing.
 - Religious, marital and sex counseling, including services and treatment related to religious counseling, marital/relationship counseling, and sex therapy.
 - Reversal of voluntary sterilizations, including related follow-up care and treatment of complications of such procedures.
 - Routine foot/hand care, including routine reduction of nails, calluses and corns.
 - Services for which a **Member** is not legally obligated to pay in the absence of this coverage.
 - Services for the treatment of sexual dysfunctions or inadequacies, including therapy, supplies, or counseling for sexual dysfunctions or inadequacies that do not have a physiological or organic basis.
 - Services, including those related to pregnancy, rendered before the effective date or after the termination of the **Member's** coverage, unless coverage is continued under the Continuation and Conversion section of this **Certificate**.
 - Services performed by a relative of a **Member** for which, in the absence of any health benefits coverage, no charge would be made.

- Services required by third parties, including but not limited to, physical examinations, diagnostic services and immunizations in connection with obtaining or continuing employment, obtaining or maintaining any license issued by a municipality, state, or federal government, securing insurance coverage, travel, school admissions or attendance, including examinations required to participate in athletics, except when such examinations are considered to be part of an appropriate schedule of wellness services.
- Services which are not a **Covered Benefit** under this **Certificate**, even when a prior **Referral** has been issued by a **PCP**.
- Specific non-standard allergy services and supplies, including but not limited to, skin titration (wrinkle method), cytotoxicity testing (Bryan's Test), treatment of non-specific candida sensitivity, and urine autoinjections.
- Specific injectable drugs, including:
 1. experimental drugs or medications, or drugs or medications that have not been proven safe and effective for a specific disease or approved for a mode of treatment by the Food and Drug Administration (FDA) and the National Institutes of Health (NIH), except as provided in the exceptions to the exclusion for Experimental or Investigational Procedures;
 2. needles, syringes and other injectable aids, except for diabetic supplies as listed in the Covered Benefits section;
 3. drugs related to the treatment of non-covered services; and
 4. drugs related to the treatment of **Infertility**, contraception, and performance enhancing steroids.
- Special medical reports, including those not directly related to treatment of the **Member**, e.g., employment or insurance physicals, and reports prepared in connection with litigation.
- Surgical operations, procedures or treatment of obesity, except when pre-authorized by **HMO**.
- Therapy or rehabilitation, including but not limited to, primal therapy, chelation therapy, rolfing, psychodrama, megavitamin therapy, purging, bioenergetic therapy, vision perception training, and carbon dioxide.
- Thermograms and thermography.
- Transsexual surgery, sex change or transformation, including any procedure or treatment or related service designed to alter a **Member's** physical characteristics from the **Member's** biologically determined sex to those of another sex, regardless of any diagnosis of gender role or psychosexual orientation problems.
- Treatment in a federal, state, or governmental entity, including care and treatment provided in a non-participating **Hospital** owned or operated by any federal, state or other governmental entity, except to the extent required by applicable laws.
- Treatment of mental retardation, defects, and deficiencies. This exclusion does not apply to mental health services or to medical treatment of mentally retarded Members in accordance with the benefits provided in the Covered Benefits section of this **Certificate**.

- Treatment of occupational injuries and occupational diseases, including those injuries that arise out of (or in the course of) any work for pay or profit, or in any way results from a disease or injury which does. If a **Member** is covered under a Workers' Compensation law or similar law, and submits proof that the **Member** is not covered for a particular disease or injury under such law, that disease or injury will be considered "non-occupational" regardless of cause.
- Unauthorized services, including any service obtained by or on behalf of a **Member** without a **Referral** issued by the **Member's PCP** or pre-authorized by **HMO**. This exclusion does not apply in a **Medical Emergency**, in an **Urgent Care** situation, or when it is a direct access benefit.
- Vision care services and supplies, including orthoptics (a technique of eye exercises designed to correct the visual axes of eyes not properly coordinated for binocular vision) and radial keratotomy, including related procedures designed to surgically correct refractive errors.
- Weight reduction programs, or dietary supplements.
- Acupuncture and acupuncture therapy, except when performed by a **Participating Physician** as a form of anesthesia in connection with covered surgery.
- Family planning services.
- Temporomandibular joint disorder treatment (TMJ), including but not limited to treatment performed by prosthesis placed directly on the teeth, surgical and non-surgical medical and dental services, and diagnostic or therapeutics related to TMJ

B. Limitations.

- In the event there are two or more alternative **Medical Services** which in the sole judgement of **HMO** are equivalent in quality of care, **HMO** reserves the right to provide coverage only for the least costly **Medical Service**, as determined by **HMO**, provided that **HMO** pre-authorizes coverage for the **Medical Service** or treatment in advance.
- Determinations regarding eligibility for benefits, coverage for services, benefit denials and all other terms of this **Certificate** are at the sole discretion of **HMO**, subject to the terms of this **Certificate**.

DETERMINATIONS REGARDING DENIAL OF BENEFITS DUE TO INAPPROPRIATE USE OF THE HMO NETWORK ARE AT THE SOLE DISCRETION OF THE HMO.

TERMINATION OF COVERAGE

A **Member's** coverage under this **Certificate** will terminate upon the earliest of any of the conditions listed below and termination will be effective on the date indicated on the Schedule of Benefits.

A. Termination of Subscriber Coverage.

A **Subscriber's** coverage will terminate for any of the following reasons:

1. employment terminates;
2. the **Group Agreement** terminates;
3. the **Subscriber** is no longer eligible as outlined in this **Certificate** and/or on the Schedule of Benefits; or

4. the **Subscriber** becomes covered under an alternative health benefit plan or under any other plan which is offered by, through, or in connection with, the **Contract Holder** in lieu of coverage under this **Certificate**.

B. Termination of Dependent Coverage.

A **Covered Dependent's** coverage will terminate for any of the following reasons:

1. a **Covered Dependent** is no longer eligible, as outlined in this **Certificate** and/or on the Schedule of Benefits;
2. the **Group Agreement** terminates; or
3. the **Subscriber's** coverage terminates

C. Termination For Cause.

HMO may terminate coverage for cause:

1. upon 31 days advance written notice, if the **Member** has failed to make any required **Copayment** or any other payment which the **Member** is obligated to pay. Upon the effective date of such termination, prepayments received by **HMO** on account of such terminated **Member** or **Members** for periods after the effective date of termination shall be refunded to **Contract Holder**.
2. immediately, upon discovery of an intentional material misrepresentation by the **Member** in applying for or obtaining coverage or benefits under this **Certificate** or upon discovery of the **Member's** commission of fraud against **HMO**. This may include, but is not limited to, furnishing incorrect or misleading information to **HMO**, or allowing or assisting a person other than the **Member** named on the identification card to obtain **HMO** benefits. **HMO** may, at its discretion, rescind a **Member's** coverage on and after the date that such misrepresentation or fraud occurred. It may also recover from the **Member** the reasonable and recognized charges for **Covered Benefits**, plus **HMO's** cost of recovering those charges, including reasonable attorneys' fees. In the absence of fraud or material misrepresentation, all statements made by any **Member** or any person applying for coverage under this **Certificate** will be deemed representations and not warranties. No statement made for the purpose of obtaining coverage will result in the termination of coverage or reduction of benefits unless the statement is contained in writing and signed by the **Member**, and a copy of same has been furnished to the **Member** prior to termination.

A **Member** may request that **HMO** conduct a grievance hearing, as described in the Grievance Procedure section of this **Certificate**, within 15 working days after receiving notice that **HMO** has or will terminate the **Member's** coverage as described in the Termination For Cause subsection of this **Certificate**. **HMO** will continue the **Member's** coverage in force until a final decision on the grievance is rendered, provided the **Premium** is paid throughout the period prior to the issuance of that final decision. **HMO** may rescind coverage, to the date coverage would have terminated had the **Member** not requested a grievance hearing, if the final decision is in favor of **HMO**. If coverage is rescinded, **HMO** will refund any **Premiums** paid for that period after the termination date, minus the cost of **Covered Benefits** provided to a **Member** during this period.

Coverage will not be terminated on the basis of a **Member's** health status or health care needs, nor if a **Member** has exercised the **Member's** rights under the **Certificate's** Grievance Procedure to register a complaint against **HMO**. The grievance process described in the preceding paragraph applies only to those terminations affected pursuant to the Termination For Cause subsection of this **Certificate**.

HMO shall have no liability or responsibility under this **Certificate** for services provided on or after the date of termination of coverage.

The fact that **Members** are not notified by the **Contract Holder** of the termination of their coverage due to the termination of the **Group Agreement** shall not continue the **Members'** coverage beyond the date coverage terminates.

CONTINUATION AND CONVERSION

A. **COBRA Continuation Coverage.**

COBRA is the Consolidated Omnibus Budget Reconciliation Act of 1985, and related amendments (“COBRA”). The description of COBRA which follows is intended only to summarize the **Member’s** rights under the law. Coverage provided under this **Certificate** offers no greater COBRA rights than COBRA requires and should be construed accordingly. COBRA permits eligible **Members** or eligible **Covered Dependents** to elect to continue group coverage as follows:

Employees and their Covered Dependents will not be eligible for the continuation of coverage provided by this section if the Contract Holder is exempt from the provisions of COBRA.

1. Minimum Size of Group:

The **Contract Holder** must have normally employed more than 20 employees on a typical business day during the preceding calendar year. This refers to the number of employees employed, not the number of employees covered by a health plan, and includes full-time and part-time employees.

2. Loss of coverage due to termination (other than for gross misconduct) or reduction of hours of employment:

Member may elect to continue coverage for 18 months after eligibility for coverage under this **Certificate** would otherwise cease.

3. Loss of coverage due to:

- a. divorce or legal separation, or
- b. **Subscriber's** death, or
- c. **Subscriber's** entitlement to Medicare benefits, or,
- d. cessation of **Covered Dependent** child status under the Eligibility and Enrollment section of this **Certificate**:

The **Member** may elect to continue coverage for 36 months after eligibility for coverage under this **Certificate** would otherwise cease.

4. Continuation coverage ends at the earliest of the following events:

- a. the last day of the 18 month period.
- b. the last day of the 36 month period.
- c. the first day on which timely payment of **Premium** is not made subject to the Premiums section of the **Group Agreement**.
- d. the first day on which the **Contract Holder** ceases to maintain any group health plan.

- e. the first day, after the day COBRA coverage has been elected, on which a **Member** is actually covered by any other group health plan. In the event the **Member** has a preexisting condition, and the **Member** would be denied coverage under the new plan for a preexisting condition, continuation coverage will not be terminated until the last day of the continuation period, or the date upon which the **Member's** preexisting condition becomes covered under the new plan, whichever occurs first.
 - f. the date, after COBRA coverage has been elected, when the **Member** is entitled to Medicare.
5. Extensions of Coverage Periods:
- a. The 18 month coverage period may be extended if an event which would otherwise qualify the **Member** for the 36 month coverage period occurs during the 18 month period, but in no event may coverage be longer than 36 months from the event which qualified the **Member** for continuation coverage initially.
 - b. In the event that a **Member** is determined, within the meaning of the Social Security Act, to be disabled and notifies the **Contract Holder** within 60 days of the Social Security determination and before the end of the initial 18 month period, continuation coverage for the **Member** and other qualified beneficiaries may be extended up to an additional 11 months for a total of 29 months. The **Member** must have become disabled during the first 60 days of the COBRA continuation coverage.
6. Responsibility of the **Contract Holder** to provide **Member** with notice of Continuation Rights:
- The **Contract Holder** is responsible for providing the necessary notification to **Members**, within the defined time period, as required by COBRA.
7. Responsibility to pay **Premiums** to **HMO**:
- The **Subscriber** or **Member** will only have coverage for the 60 day initial enrollment period if the **Subscriber** or **Member** pays the applicable **Premium** charges due within 45 days of submitting the application to the **Contract Holder**.
8. **Premiums** due **HMO** for the continuation of coverage under this section shall be due in accordance with the procedures of the Premiums section of the **Group Agreement** and shall be calculated in accordance with applicable federal law and regulations.

B. Extension of Benefits While Member is Receiving Inpatient Care.

Any **Member** who is receiving inpatient care in a **Hospital** or **Skilled Nursing Facility** on the date coverage under this **Certificate** terminates is covered in accordance with the **Certificate** only for the specific medical condition causing that confinement or for complications arising from the condition causing that confinement, until the earlier of:

- 1. the date of discharge from such inpatient stay;
- 2. determination by the **HMO** Medical Director in consultation with the attending **Physician**, that care in the **Hospital** or **Skilled Nursing Facility** is no longer **Medically Necessary**;
- 3. the date the contractual benefit limit has been reached;
- 4. the date the **Member** becomes covered for similar coverage from another health benefits plan; or
- 5. 12 months of coverage under this extension of benefits provision.

The extension of benefits shall not extend the time periods during which a **Member** may enroll for continuation or conversion coverage, expand the benefits for such coverage, nor waive the requirements concerning the payment of **Premium** for such coverage.

C. **Conversion Privilege.**

This subsection does not continue coverage under the **Group Agreement**. It permits the issuance of an individual health care coverage agreement (conversion coverage) under certain conditions.

Conversion is not initiated by **HMO**. The conversion privilege set forth in this subsection must be initiated by the eligible **Member**. The **Contract Holder** is responsible for giving notice of the conversion privilege in accordance with its normal procedures; however, in the event continuation coverage ceases pursuant to expiration of COBRA benefits as described in the COBRA Continuation Coverage section of this **Certificate**, the **Contract Holder** shall notify the **Member** at some time during the 180 day period prior to the expiration of coverage.

1. Eligibility.

In the event a **Member** ceases to be eligible for coverage under this **Certificate** and has been continuously enrolled for 3 months under **HMO**, such person may, within 31 days after termination of coverage under this **Certificate**, convert to individual coverage with **HMO**, effective as of the date of such termination, without evidence of insurability provided that **Member's** coverage under this **Certificate** terminated for 1 of the following reasons:

- a. coverage under this **Certificate** was terminated, and was not replaced with continuous and similar coverage by the **Contract Holder**;
- b. the **Subscriber** ceased to meet the eligibility requirements as described in this **Certificate** and on the Schedule of Benefits, in which case the **Subscriber** and **Subscriber's** dependents who are **Members** pursuant to this **Certificate**, if any, are eligible to convert;
- c. a **Covered Dependent** ceased to meet the eligibility requirements as described in this **Certificate** and on the Schedule of Benefits because of the **Member's** age or the death or divorce of **Subscriber**; or
- d. continuation coverage ceased under the COBRA Continuation Coverage section of this **Certificate**.

Any **Member** who is eligible to convert to individual coverage, may do so in accordance with the rules and regulations governing items such as initial payment, the form of the agreement and all terms and conditions thereunder as **HMO** may have in effect at the time of **Member's** application for conversion, without furnishing evidence of insurability. The conversion coverage will provide benefits no less than what is then required by, and no benefits contrary to, any applicable law or regulation. However, the conversion coverage may not provide the same coverage, and may be less than what is provided under the **Group Agreement**. Upon request, **HMO** or the **Contract Holder** will furnish details about conversion coverage.

2. A spouse has the right to convert upon the death of or divorce from the **Subscriber** and a **Covered Dependent** child has the right to convert upon reaching the age limit on the Schedule of Benefits or upon death of the **Subscriber** (subject to the ability of minors to be bound by contract).

GRIEVANCE PROCEDURE FOR OTHER THAN UTILIZATION REVIEW DETERMINATIONS

The following procedures govern complaints, grievances, and grievance appeals made or submitted by **Members**.

A. **Definitions.**

1. An “inquiry” is a **Member’s** request for administrative service, information, or to express an opinion, including but not limited to, claims regarding scope of coverage for health services, denials, cancellations, terminations or renewals, and the quality of services provided.
2. A “grievance” is a complaint that may or may not require specific corrective action, and is made in writing to **HMO**.

B. **Grievance Review.**

1. A written notice shall be sent by **HMO** to the **Member**:
 - a. acknowledging each grievance; and
 - b. inviting the **Member** to provide any additional information to assist **HMO** in handling and deciding the grievance; and
 - c. informing the **Member** of the **Member’s** right to have an uninvolved **HMO** representative assist the **Member** in understanding the grievance process; and
 - d. informing the **Member** as to when a response should be forthcoming.
2. The Grievance Coordinator deciding the grievance shall not be any person whose decision is being appealed, any person who made the initial decision regarding the claim, or any person with previous involvement with the grievance. The Grievance Coordinator shall review and decide the grievance within 30 days of receipt unless additional information necessary to resolve the grievance is not received during such time, or by the mutual written agreement of **HMO** and the **Member**.
3. A written notice stating the result of the review by the Grievance Coordinator shall be forwarded by **HMO** to the **Member** within 10 working days of the date of the decision. Such notice shall include:
 - a. a description of the Coordinator’s understanding of the **Member’s** grievance as presented to the Grievance Coordinator (i.e., dollar amount of the disputed issue, medical facts in dispute, etc.); and
 - b. the Coordinator’s decision in clear terms, including the contract basis or medical rationale, as applicable, in sufficient detail for the **Member** to respond further to **HMO’s** position (i.e., the **Member** did not contact the **PCP**, the services were non-emergency services as identified in the medical report, the services were not covered by the **Certificate**, etc.); and
 - c. citations to the evidence or documentation used as the basis for the decision (i.e., reference to the **Certificate**, medical records, etc.); and
 - d. a statement indicating:
 - i. that the decision of the Grievance Coordinator will be final and binding unless the **Member** appeals in writing to the Grievance Appeal Committee within 30 days of the date of the notice of the decision of the Grievance Coordinator; and
 - ii. a description of the process of how to appeal to the Grievance Appeal Committee.

C. **Appeal Hearing.**

1. Upon receipt of a written appeal by the Grievance Appeal Committee, **HMO** shall provide the **Member** filing the appeal with the procedures governing appeals before the Grievance Appeal Committee. The **Member** shall be notified of the **Member's** right to have an uninvolved **HMO** representative available to assist the **Member** in understanding the appeal process.
2. The Grievance Appeal Committee shall be established by the Board of Directors of the **HMO** and shall be comprised of 3 individuals. The Grievance Appeal Committee shall not include any person previously involved with the grievance. An **HMO** Medical Director may serve as a member of the Committee if the Medical Director was not previously involved with the grievance.
3. The Grievance Appeal Committee shall hold appeal hearings in **HMO** offices on a certain day each month to consider all appeals filed 7 business days or more in advance of the hearing day. In the event a **Member** is unable to attend the hearing on the scheduled hearing day, the **Member** may request that their appeal be heard on the next scheduled hearing day. If no scheduled hearing day is suitable for the **Member**, the hearing will be scheduled for the following month.
4. The **Member** shall have the right to attend the appeal hearing, question the representative of **HMO** designated to appear at the hearing and any other witnesses, and present their case. The **Member** shall also have the right to be assisted or represented by a person of the **Member's** choice, and submit written material in support of their grievance. The **Member** may bring a **Physician** or other expert(s) to testify on the **Member's** behalf. **HMO** shall also have the right to present witnesses. Counsel for the **Member** may present the **Member's** case and question witnesses; if the **Member** is so represented, **HMO** may be similarly represented by counsel. The Grievance Appeal Committee shall have the right to question the **HMO** representative, the **Member** and any other witnesses.
5. The appeal hearing shall be informal. The Grievance Appeal Committee shall not apply formal rules of evidence in reviewing documentation or accepting testimony at the hearing. The Chair of the Grievance Appeal Committee shall have the right to exclude redundant testimony or excessive argument by any party or witness.
6. A written record of the appeal hearing shall be made.
7. Before the appeal hearing is closed, the Chair of the Grievance Appeal Committee shall ask both the **Member** and the **HMO** representative (or their counsel) whether there is any additional evidence or argument which the party wishes to present to the Grievance Appeal Committee. Once all evidence and arguments have been received, the appeal hearing shall be closed. The deliberations of the Grievance Appeal Committee shall be confidential and shall not be transcribed.
8. The Grievance Appeal Committee shall render a written decision within 30 working days of the conclusion of the appeal hearing. The decision shall contain:
 - a. a statement of the Grievance Appeal Committee's understanding of the nature of the grievance and the material facts related thereto; and
 - b. the Grievance Appeal Committee's decision and rationale; and
 - c. a summary of the evidence, including necessary document supporting the decision; and
 - d. a statement of the **Member's** right to appeal to the Bureau of Insurance, with the phone number and complete address of the Bureau of Insurance.

D. Emergency or Urgently Needed Care.

1. In the event a complaint requires specific action, and the **Member** or **HMO** believes serious medical consequences will arise in the near future, within up to 15 days from **HMO's** denial to pay for the provision of allegedly **Medically Necessary** covered health services, the **Member** shall receive expedited review of their complaint.
2. In the event the issue is of an emergent nature, an **HMO** Medical Director shall review the matter as soon as possible or within 48 hours, and communicate a decision to the **Member** by telephone.
3. In the event the issue is of an urgent nature, an **HMO** Medical Director shall review the matter and make a determination within 96 hours of receipt.
4. An adverse decision by a Medical Director in either an emergent or urgent medical situation shall be immediately reviewed by an **HMO** Regional Medical Director or his designee. The decision of the Regional Medical Director shall be provided to the **Member** by telephone and confirmed in writing.

E. Record Retention.

HMO shall retain the records of all grievances for a period of at least 7 years.

F. Fees and Costs.

Nothing herein shall be construed to require **HMO** to pay counsel fees or any other fees or costs incurred by a **Member** in pursuing a grievance or appeal.

UTILIZATION REVIEW PROCEDURES AND UTILIZATION REVIEW APPEALS

HMO has the right to monitor any health care services **Members** receive to determine if they are being provided in the most efficient manner that is medically appropriate. In making any determination about a **Member's** health care services under this **Certificate**, **HMO** may consult with any health care professional or organization that **HMO** believes could provide assistance. **HMO** also has the right to have health care professionals of **HMO's** choice examine the **Member's** medical records and physical condition. **HMO** may use this information to assist in the coordination of covered services (such as planning for the **Member's** care after discharge from the **Hospital**), to help **HMO** decide whether to pre-approve coverage of services, or to make other decisions about the **Member's** coverage under this **Certificate**. **HMO** has the final right to decide all questions about what is covered under this **Certificate**. If **Member** disagrees with **HMO's** decision the **Member** may appeal the decision.

HMO will conduct utilization review as described below.

A. Initial Determination of a Service Requiring Utilization Review.

HMO shall make a determination and notify the **Member** or the **Member's** representative and their **Provider** within two working days of obtaining all necessary information regarding a proposed admission, procedure or service requiring a review determination. **HMO** shall make a good faith effort to obtain all necessary information promptly, including the results of any face-to-face clinical evaluation or second opinion that may be required. **HMO** is responsible for the prompt retrieval of necessary information in the possession of a **Participating Provider**.

B. Concurrent Review Determination.

While the **Member** is an inpatient in a **Hospital**, **HMO** shall make a determination regarding coverage under this **Certificate** of an extended stay or additional services within one working day of obtaining all necessary information.

1. If **HMO** decides to approve under this **Certificate** for an extended stay or additional services, **HMO** shall notify the **Member** and the **Provider** rendering the services within one working day.

Written notification will include the number of additional days or the next review date, the new total number of days or services approved, and the date of admission or start of services.

2. If **HMO** decides not to approve under this **Certificate** for an extended stay or additional services, **HMO** shall notify the **Member** and the **Provider** rendering the service within one working day. The service will be continued without liability to the **Member** until the **Member** has been notified of the adverse determination.

C. Retrospective Review Determination.

For services **HMO** reviews after **HMO** has authorized them and/or after the **Member** has received them, **HMO** will make the determination within 30 working days of receiving all necessary information. If **HMO** has already approved coverage for a service and the **Member** has already received the service, **HMO** will retrospectively review that service and make an adverse determination only when fraudulent or materially incorrect information was provided to **HMO**, and the information was relied on in making the initial decision. If **HMO** has already approved a service and the **Member** has not received the service, **HMO** will retrospectively review the initial determination and make an appropriate determination.

1. If **HMO** approves coverage for the service, **HMO** will notify in writing the **Member** and the **Provider** rendering the service within five days of making the determination.
2. If **HMO** denies coverage for the service, **HMO** will notify in writing the **Member** and the **Provider** rendering the service within five working days of making the adverse determination or prior to the service if the retrospective review is for an initial determination.

D. Failure to Release Necessary Information.

If a **Provider** or **Member** will not release all clinically relevant, necessary information for review, **HMO** may deny certification of the services.

E. Written Notification of Adverse Utilization Review Determination.

HMO shall issue a written notification of an adverse determination for an Initial Determination, a Concurrent Review Determination or a Retrospective Review determination. This notification shall include the principal reason(s) for the determination, instructions for requesting an appeal or reconsideration of the determination, and instructions for requesting a written statement of the clinical rationale, including the clinical review criteria used to make the determination. The notification shall also include a telephone number the **Member** may call for assistance with initiating an appeal or reconsideration and/or requesting clinical rationale and review criteria.

F. Requests for Reconsideration of an Adverse Utilization Review Determination.

For an initial or concurrent review determination, the **Provider** rendering the service can request a reconsideration on behalf of the **Member**. The reconsideration will occur within one working day of the receipt of the request, and will be conducted between the **Provider** rendering the service and the reviewer who made the adverse determination or a qualified health care professional designated by the reviewer, if the reviewer cannot be available within one working day. If the reconsideration process does not resolve the difference of opinion, the adverse determination may be appealed by the **Member** or by the **Provider** on the **Member's** behalf. A reconsideration is not required before appealing an adverse determination.

G. First Level Appeal of an Adverse Utilization Review Determination.

1. **First level appeal procedure.**

The **Member** or the **Provider** acting on the **Member's** behalf may appeal an adverse utilization review determination. The process for a first level appeal is as follows.

If a **Member** requests a first level appeal for a utilization review determination, **HMO** will send the **Member** an acknowledgment letter within three (3) working days of receiving the request. The reviewer(s) for the appeal shall be an appropriate clinical peer and shall not be the same person(s) who made the initial adverse determination, unless the appeal presents additional information which the decision maker was not aware of at the time of the initial adverse determination.

2. **First level appeal decision.**

HMO will notify the **Member** and the attending or ordering **Provider** of the decision in writing within 20 working days following the request for the first level appeal. If this time frame cannot reasonably be met due to **HMO**'s inability to obtain necessary information from a person or entity not affiliated with or under contract with **HMO**, **HMO** will provide written notice of the delay to the **Member** and the attending or ordering provider. The notice shall explain the reasons for the delay. In the case of a delay, a decision must be issued within 20 days of **HMO**'s receipt of all necessary information.

3. **Expedited appeal.**

The **Member** or the **Provider** acting on the **Member's** behalf may request an expedited first level appeal of an adverse determination if the time frame routinely used would seriously jeopardize the life or health of the **Member** or would jeopardize the **Member's** ability to regain maximum function. If **HMO** agrees that the circumstances are such that require an expedited appeal, **HMO** shall make a decision and notify the **Member** or the **Provider** acting on the **Member's** behalf by telephone as quickly as the **Member's** medical condition requires, but in no event more than 72 hours after the review is initiated. If the expedited review is a concurrent review determination of **Emergency Services** or of an initially authorized admission or course of treatment, the service shall be continued without liability to the **Member** until the **Member** has been notified of the determination. During an expedited appeal, all necessary information shall be transmitted between **HMO** and the **Member** or **Provider** acting on the **Member's** behalf by telephone, facsimile, or electronic means. **HMO** shall provide written confirmation of its decision concerning an expedited review within two working days of providing telephone notification of that decision.

4. **Adverse decision notifications for first level appeals.**

All adverse decision notifications for first level appeals shall contain the following.

- a. The names, titles and qualifying credentials of the individual(s) that heard the appeal.
- b. A statement of understanding of the reason for the appeal.
- c. The decision in clear terms and the clinical rationale in sufficient detail.
- d. Reference to the evidence or documentation used as the basis for the decision, including the clinical review criteria used to make the decision and instructions for requesting copies of any referenced evidence or documentation not previously provided to the **Member**.
- e. If a **Member** had previously submitted a written request for the clinical review criteria relied upon by **HMO** in rendering the initial adverse determination, the notice shall include copies of any additional clinical review criteria used to make the decision.
- f. A description of how to submit a written request for a second level appeal, the procedures and time frames governing a second level appeal, and the **Member's** rights in the second level appeal process.

H. **Second Level Appeal For Adverse First Level Appeal Decision of a Utilization Review Determination.**

1. **Second level appeal procedure.**

The **Member** pursuing a second level appeal for a utilization review determination has the right to appear in person at the second level appeal hearing. **HMO** shall appoint a panel for each second level appeal involving an adverse utilization review determination.

- a. The panel shall schedule and hold a hearing within 45 working days of receiving a written request from a **Member** for a second level appeal. If a **Member** has asked to appear in person, **HMO** shall schedule the hearing during regular business hours at a location reasonably accessible to the **Member**. In cases where a face-to-face meeting is not practical for geographic reasons, **HMO** shall provide the **Member** the opportunity to communicate with the panel during the hearing, at **HMO**'s expense, by conference call.
- b. **HMO** shall notify the **Member** in writing at least 15 working days in advance of the hearing date. If **HMO** will have an attorney argue its case against the **Member** the notification will include that fact and a statement that the **Member** may be represented by an attorney at the hearing. **HMO** shall not unreasonably deny a request made by the **Member** to postpone the hearing.
- c. If requested by the **Member**, **HMO** shall provide all relevant information that is not confidential or privileged.
- d. A **Member** has the right to:
 - i) Attend the second level appeal hearing.
 - ii) Present their case to the panel.
 - iii) Submit supporting material both before and at the appeal hearing.
 - iv) Ask questions of any representative of **HMO**.
 - v) Be assisted or represented by a person of his or her choice including an attorney.
- e. The **Member's** right to a fair hearing shall not be conditional on the **Member's** appearance at the hearing.

2. **Second level appeal decision.**

HMO shall issue a written decision to the **Member** within five working days of the hearing. The second level appeal decision under this section shall be final and binding on the **HMO** and the **Member**.

3. **Adverse decision notifications for second level appeals.**

An adverse decision shall include:

- a. The names, titles and qualifying credentials of the panel participants.
- b. A statement of understanding of the appeal and all pertinent facts.
- c. The decision in clear terms and the basis for the decision.

- d. Reference to evidence or documentation used as the basis for the decision.
- e. Notice of the **Member's** right to contact the Bureau of Insurance.

COMPLAINTS AND APPEALS FOR MATTERS OTHER THAN UTILIZATION REVIEW DETERMINATIONS

HMO is committed to arranging for the provision of **Covered Benefits** in a convenient and accessible manner to promote **Member** satisfaction with the plan. On occasion, however, a **Member** may not understand or be satisfied with some aspect of the **HMO's** policies or procedures, or the care furnished by **Participating Providers**. **Members** are encouraged to communicate any question or concern directly to the involved **Participating Provider** or **HMO** administrative staff member in order to immediately resolve the issue. **Members** should call the Member Services Department at or toll-free at 1-800-with any questions they may have.

A. Questions and Complaints Concerning Quality of Care, Payment of Claims, and Other.

HMO will investigate and attempt to resolve all complaints received from **Members** concerning **Participating Providers**, plan benefits and services using the following procedures:

1. A complaint is a problem that the **Member** has not been able to satisfactorily resolve by speaking directly with the **Participating Provider**, an **HMO** representative or other involved people.
2. **Members** may lodge a complaint by contacting an **HMO** Member Services Representative by telephone, in writing or in person at **HMO's** administrative office. The Member Services Representative will respond to the complaint in a timely manner.
3. Member services will either phone or write the **Member** with resolution of the complaint.
4. **Members** may, at the time they initially lodge a complaint or if the complaint is not satisfactorily resolved, request a first level appeal for the complaint. The **Member** may request the appeal in writing or orally through **HMO's** Member Services Department.

B. First Level Appeal For Matters Other Than Utilization Review Determinations.

1. First level appeal procedure.

If a **Member** requests a first level appeal for a matter other than a utilization review determination, **HMO** will send the **Member** an acknowledgment letter within three (3) working days of receiving the request. This letter shall provide the name, address, and telephone number of the person designated to coordinate the appeal on behalf of **HMO**. A **Member** has no rights to attend or to have a representative attend the first level appeal hearing. The **Member** is, however, entitled to submit, in advance, written material for the appeal hearing.

The person(s) reviewing the appeal shall not be the same person(s) who made the initial determination denying a claim or handling the matter that is the subject of the appeal.

2. First level appeal decision.

HMO will issue a written decision to the **Member** within 20 working days after receiving an appeal request. If **HMO** cannot reasonably meet the 20 day time frame due to **HMO's** inability to obtain necessary information from a person not affiliated with or under contract with **HMO**, **HMO** shall provide written notice of the delay to the Member. The written notice shall explain the reasons for the delay. In such instances, the decision shall be issued within 20 days of **HMO's** receipt of all necessary information.

3. Adverse notifications for first level appeals.

All adverse decisions shall contain:

- a. The names, titles and qualifying credentials of the person(s) hearing the appeal.
- b. A statement of understanding of the appeal and all pertinent facts.
- c. The decision in clear terms and the basis for the decision.
- d. Reference to the evidence or documentation used as the basis for the decision.
- e. Notice of the **Member's** right to contact the Bureau of Insurance.
- f. A description of how to submit a written request for a second level appeal, the procedures and time frames governing a second level appeal, and the **Member's** rights in the second level appeal process.

C. Second Level Appeal For Matters Other Than Utilization Review Determinations.

1. Second level appeal procedure.

The **Member** pursuing a second level appeal for a non-utilization review determination has the right to appear in person during the Second Level Appeal hearing. **HMO** shall appoint a second level appeal panel for each second level appeal.

- a. The panel shall schedule and hold a hearing within 45 working days of receiving a written request from a **Member** for a second level appeal. If a **Member** has asked to appear in person, **HMO** shall schedule the hearing during regular business hours at a location reasonably accessible to the **Member**. In cases where a face-to-face meeting is not practical for geographic reasons, **HMO** shall provide the **Member** the opportunity to communicate with the review panel, at **HMO's** expense, by conference call.
- b. **HMO** shall notify the **Member** in writing at least 15 working days in advance of the hearing date. If **HMO** will have an attorney argue its case against the **Member** the notification will include that fact and a statement that the **Member** may be represented by an attorney at the hearing. **HMO** shall not unreasonably deny a request made by the **Member** for postponement of the hearing.
- c. Upon the request of the **Member**, **HMO** shall provide all relevant information that is not confidential or privileged.
- d. A **Member** has the right to:
 - i) Attend the second level hearing
 - ii) Present his or her case to the panel.
 - iii) Submit supporting material both before and at the hearing.
 - iv) Ask questions of any representative of **HMO**.
 - v) Be assisted or represented by a person of his or her choice including an attorney.

- e. The **Member's** right to a fair hearing shall not be made conditional on the **Member's** appearance at the hearing.
3. Second level appeal decision.

HMO shall issue a written decision to the **Member** within five working days of the hearing. The second level appeal decision under this section shall be final and binding on the **HMO** and the **Member**.

4. Adverse decision notifications for second level appeals.

All adverse decisions shall include:

- i) The names, titles and qualifying credentials of the panel participants.
- ii) A statement of understanding of the appeal and all pertinent facts.
- iii) The decision in clear terms and the basis for the decision.
- iv) Reference to the evidence or documentation used as the basis for the decision.
- v) Notice of the **Member's** right to contact the Bureau of Insurance.

D. Maine Bureau of Insurance Assistance

The **Member** or his or her designated representative has the right to contact the Maine Bureau of Insurance for assistance at any time. The address is:

Department of Professional and Financial Regulation
Bureau of Insurance
34 State House Station
Augusta, ME 04333-0034

The consumer toll free number is 1-800-300-5000.

EXTERNAL REVIEW

Under certain circumstances, the **Member**, or the **Member's** representative, has the right to an external review of a denial of coverage. Specifically, if **HMO** has denied coverage on the basis that the service is not **Medically Necessary**, a pre-existing condition exclusion, or is an experimental or investigational treatment.

- A. The **Member** must file a written request for external review with the Superintendent of Insurance within 12 months from the date the **Member** receives a final adverse health care treatment decision under **HMO's** Grievance Procedure.
- B. Prior to requesting an external review the **Member** must either:
 - 1. exhaust the first and second levels of the Grievance and Appeal Procedure; or
 - 2. meet the criteria for expedited review.
- C. **HMO** must advise the **Member** on notices of adverse health care treatment that expedited external review is available:
 - 1. if **HMO** has failed to issue a written decision on an internal appeal or grievance within the required time periods, and the delay is the fault of **HMO**;
 - 2. **HMO** and **Member** mutually agree in writing to bypass the internal Grievance Procedure;

3. **Member** has a medical condition where the timeframe for the **HMO's** internal Appeal and Grievance Procedure could result in serious jeopardy to the life or health of the **Member**, or could jeopardize the **Member's** ability to regain maximum function;
 4. A **Member's** representative may request an expedited external review if the **Member** has died.
- D. A written Notice of Decision is due within 30 days from the date the external review entity receives the case from the Maine Bureau of Insurance, unless the **Member** requests and is granted an expedited review. A decision on a request for an expedited review must be made by the expedited review entity within 72 hours of receipt of a completed request for an expedited review.
- E. **Member** and/or the **Member's** representative has the right to:
1. attend the external review;
 2. submit and obtain supporting materials relating to the adverse health care treatment under review;
 3. ask questions of any representative of **HMO** and have outside assistance.
- F. **HMO** must provide, within 5 days of the notification by the Maine Bureau of Insurance that an external review has been requested, copies of the following to the Bureau if in possession of **HMO** or available to **HMO** from a **Participating Provider**:
1. copies of all medical records, clinical criteria and other records considered by **HMO** in reaching its adverse health care treatment decision;
 2. **Member** may request a copy of the transcript of any appeal or grievance hearing be included in the record for external review, if such transcript has been made by **HMO**;
 3. all relevant clinical information relating to the **Member's** physical and mental condition;
 4. recommendation of the attending **Provider**;
 5. terms of coverage under the **Member's** health plan with **HMO**;
 6. all clinical standards and guidelines relied upon by **HMO** or **HMO's** utilization review entity in rendering the health care treatment decision under review; and
 7. all other documents pertaining to the health care treatment under review.
- G. **HMO** must provide any additional information requested by the external review entity, Maine Bureau of Insurance, **Member** or **Member's** representative. Requests may be made by telephone, in writing, via facsimile or by e-mail. Additional information, documents or records requested from **HMO** must be provided within 5 days unless an extension is requested and granted by the Maine Bureau of Insurance. In the case of an expedited review, **HMO** must provide the requested information as expeditiously as the **Member's** condition requires.
- H. If **HMO** wishes to exercise its right to attend the external review hearing, **HMO** must give written notification to the external review entity, Maine Bureau of Insurance, **Member** and/or **Member's** representative within 5 days of notification of the request for external review by the Maine Bureau of Insurance.
- I. **HMO** is required to pay for the cost of the external review.

- J. External review decision is binding on **HMO**. A **Member** and/or **Member's** representative may not file a request for a subsequent external review involving the same adverse health care treatment decision for which the **Member** and/or **Member's** representative has already received an external review decision.

COORDINATION OF BENEFITS

Some **Members** have health coverage in addition to the coverage provided under this **Certificate**. When this is the case, the benefits paid by other plans will be taken into account. This may mean a reduction in benefits payable under this **Certificate**, including any applicable benefits payable for dental or pharmacy services or supplies.

When coverage under this **Certificate** and coverage under another plan applies, the order in which the various plans will pay benefits must be figured. This will be done as follows using the first rule that applies:

- A. The primary plan pays or provides its benefits as if the secondary plan or plans did not exist.
- B. A plan with no rules for coordination with other benefits will be deemed to pay its benefits before a plan which contains such rules.
- C. A plan may consider the benefits paid or provided by another plan in determining its benefits only when it is secondary to that other plan.
- D. A plan which covers a person other than as a dependent will be deemed to pay its benefits before a plan which covers the person as a dependent; except that if the person is also a Medicare beneficiary and as a result of the Social Security Act of 1965, as amended, Medicare is:
1. secondary to the plan covering the person as a dependent; and
 2. primary to the plan covering the person as other than a dependent;
- the benefits of a plan which covers the person as a dependent will be determined before the benefits of a plan which:
1. covers the person as other than a dependent; and
 2. is secondary to Medicare.
- E. Except in the case of a dependent child whose parents are divorced or separated, the plan which covers the person as a dependent of a person whose birthday comes first in a calendar year will be primary to the plan which covers the person as a dependent of a person whose birthday comes later in that calendar year. If both parents have the same birthday, the benefits of a plan which covered one parent longer are determined before those of a plan which covered the other parent for a shorter period of time.
- If the other plan does not have the rule described in this provision (E) but instead has a rule based on the gender of the parent and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits.
- F. In the case of a dependent child whose parents are divorced or separated:
1. If there is a court decree which states that the parents shall share joint custody of a dependent child, without stating that one of the parents is responsible for the health care expenses of the child, the order of benefit determination rules specified in (E) above will apply.
 2. If there is a court decree which makes one parent financially responsible for the medical, dental or other health care expenses of such child, the benefits of a plan which covers the child as a dependent of such parent will be determined before the benefits of any other plan which covers the child as a dependent child.

3. If there is not such a court decree:

If the parent with custody of the child has not remarried, the benefits of a plan which covers the child as a dependent of the parent with custody of the child will be determined before the benefits of a plan which covers the child as a dependent of the parent without custody.

If the parent with custody of the child has remarried, the benefits of a plan which covers the child as a dependent of the parent with custody shall be determined before the benefits of a plan which covers that child as a dependent of the stepparent. The benefits of a plan which covers that child as a dependent of the stepparent will be determined before the benefits of a plan which covers that child as a dependent of the parent without custody.

G. If A, B, C, D, E and F above do not establish an order of payment, the plan under which the person has been covered for the longest will be deemed to pay its benefits first; except that:

The benefits of a plan which covers the person as a:

1. laid-off or retired employee; or
2. the dependent of such person;

shall be determined after the benefits of any other plan which covers such person as:

1. an employee who is not laid-off or retired; or
2. a dependent of such person.

If the other plan does not have a provision:

1. regarding laid-off or retired employees; and
2. as a result, each plan determines its benefits after the other,

then the above paragraph will not apply.

The benefits of a plan which covers the person on whose expenses claim is based under a right of continuation pursuant to federal or state law shall be determined after the benefits of any other plan which covers the person other than under such right of continuation.

If the other plan does not have a provision:

1. regarding right of continuation pursuant to federal or state law; and
2. as a result, each plan determines its benefits after the other,

then the above paragraph will not apply.

H. If the preceding rules do not determine the primary plan, the **Covered Benefits** shall be shared equally between the plans meeting the definition of plan under this section. In addition, this plan will not pay more than it would have paid had it been primary.

HMO has the right to release or obtain any information and make or recover any payment it considers necessary in order to administer this provision.

Other plan means any other plan of health expense coverage under:

1. Group insurance.
2. Any other type of coverage for persons in a group. This includes plans that are insured and those that are not.
3. No-fault and traditional "fault" auto insurance including medical payments coverage provided on other than a group basis to the extent allowed by law.

Payment of Benefits.

Under the **Coordination of Benefits** provision of this **Certificate**, the amount normally reimbursed for **Covered Benefits** under this **Certificate** is reduced to take into account payments made by other plans. The general rule is that the benefits otherwise payable under this **Certificate** for all **Covered Benefits** will be reduced by all other plan benefits payable for those expenses. When the **Coordination of Benefits** rules of this **Certificate** and an other plan both agree that this **Certificate** determines its benefits before such other plan, the benefits of the other plan will be ignored in applying the general rule above to the claim involved. Such reduced amount will be charged against any applicable benefit limit of this coverage.

Facility of Payment.

A payment made by another plan may include an amount which should have been paid under this **Certificate**. If it does, **HMO** may pay that amount to the plan that made that payment. That amount will then be treated as though it were a benefit paid by **HMO**. **HMO** will not have to pay that amount again. The term "payment made" means reasonable cash value of the benefits provided in the form of services.

Recovery of Overpayments.

If the benefits paid under this **Certificate**, plus the benefits paid by other plans, exceeds the total amount of **Covered Benefits**, **HMO** has the right to recover the amount of that excess payment if it is the secondary plan, from among 1 or more of the following: (1) any person to or for whom such payments were made; (2) other plans; or (3) any other entity to which such payments were made. This right of recovery shall be exercised at **HMO's** discretion. A **Member** shall execute any documents and cooperate with **HMO** to secure its right to recover such overpayments, upon request from **HMO**.

Medicare And Other Federal Or State Government Programs.

The provisions of this section will apply to the maximum extent permitted by federal or state law. **HMO** will not reduce the benefits due any **Member** due to that **Member's** eligibility for Medicare where federal law requires that **HMO** determine its benefits for that **Member** without regard to the benefits available under Medicare.

The coverage under this **Certificate** is not intended to duplicate any benefits for which **Members** are, or could be, eligible for under any other federal or state government programs (such as Workers' Compensation). All sums payable under such programs for services provided pursuant to this **Certificate** shall be payable to and retained by **HMO**. Each **Member** shall complete and submit to **HMO** such consents, releases, assignments and other documents as may be requested by **HMO** in order to obtain or assure reimbursement under Medicare or any other government programs for which **Members** are eligible.

A **Member** is eligible for Medicare any time the **Member** is covered under it. **Members** are considered to be eligible for Medicare or other government programs if they:

1. Are covered under a program;
2. Have refused to be covered under a program for which they are eligible;
3. Have terminated coverage under a program; or

4. Have failed to make proper request for coverage under a program.

Active Employees and Their Dependents Who Are Eligible For Medicare.

Certain rules apply to active employees and their **Covered Dependents** who are eligible for Medicare. When an active **Subscriber**, or the **Covered Dependent** of an active **Subscriber**, is eligible for Medicare and the **Subscriber** or **Covered Dependent** belongs to a group covered by this **Certificate** with 20 or more employees, the coverage under this **Certificate** will be primary. If the **Member** belongs to a covered group of less than 20 employees, Medicare benefits will be primary and benefits payable under this **Certificate** will be secondary provided the **Contract Holder** elects to continue coverage for the active **Subscriber** or the **Covered Dependent**.

Covered Persons Who Are Disabled or Who Have End Stage Renal Disease (ESRD).

Special rules apply to **Members** who are disabled or who have End Stage Renal Disease. This **Certificate** will make primary and secondary payer determination in accordance with the Omnibus Budget Reconciliation Act (OBRA), as amended.

Provision for Coordination with Medicare

HMO reserves the right to figure the total amount of "regular benefits" for any medical benefits under this **Certificate**. (This will be the amount that would be payable if there were no Medicare benefits.) If this is more than the amount Medicare provides for the expenses involved, **HMO** will pay the difference. Otherwise, **HMO** will pay no benefits. This will be done for each claim. Charges for services used to satisfy a **Member's** Medicare Part B deductible will be applied under this **Certificate** in the order received by **HMO**. Two or more charges for services received at the same time will be applied starting with the largest first. Any rules for **Coordination of Benefits**, as outlined in this **Certificate**, will be applied after **HMO's** benefits have been calculated under the rules in this section. **Covered Benefits** will be reduced by any Medicare benefits available for those **Covered Benefits**.

SUBROGATION AND RIGHT OF RECOVERY

If **HMO** provides health care benefits under this **Certificate** to a **Member** for injuries or illness for which another party is or may be responsible, then **HMO** retains the right to repayment of the full cost of all benefits provided by **HMO** on behalf of the **Member** that are associated with the injury or illness for which another party is or may be responsible. **HMO's** rights of recovery apply to any recoveries made by or on behalf of the **Member** from the following sources, including but not limited to: payments made by a third-party tortfeasor or any insurance company on behalf of the third-party tortfeasor; any payments or awards under an uninsured or underinsured motorist coverage policy; any Workers' Compensation or disability award or settlement; medical payments coverage under any automobile policy, premises or homeowners medical payments coverage or premises or homeowners insurance coverage; any other payments from a source intended to compensate a **Member** for injuries resulting from an accident or alleged negligence.

The **Member** specifically acknowledges **HMO's** right of subrogation in writing. When **HMO** provides health care benefits for injuries or illnesses for which another party is or may be responsible, **HMO** shall be subrogated to the **Member's** rights of recovery on a fair and equitable basis against any party to the extent of the full cost of all benefits provided by **HMO**. **HMO** may proceed against any party with or without the **Member's** consent.

The **Member** also specifically acknowledges **HMO's** right of reimbursement in writing. This right of reimbursement shall be done on a fair and equitable basis. **HMO's** right of reimbursement attaches when **HMO** has provided health care benefits for injuries or illness for which another party is or may be responsible and the **Member** and/or the **Member's** representative has recovered any amounts from another party or any party making payments on the party's behalf. By providing any benefit under this **Certificate**, **HMO** is granted an assignment of the proceeds of any settlement, judgment or other payment received by the **Member** to the extent of the full cost of all benefits provided by **HMO**. **HMO's** right of reimbursement is cumulative with and not exclusive of **HMO's** subrogation right and **HMO** may choose to exercise either or both rights of recovery.

For the basis of these subrogation and reimbursement provisions, a just and equitable basis shall be defined as any factors that diminish the potential value of the **Member's** claim shall likewise reduce the share in the claim **HMO** shall receive in recompensation for benefits paid.

These factors that may diminish the potential value of the **Member's** claim shall include, but are not limited to the following:

1. legal defenses;
2. exigencies of trial; and/or
3. limits of coverage.

The **Member** and the **Member's** representatives further agree to notify **HMO** promptly and in writing when notice is given to any party of the intention to investigate or pursue a claim to recover damages or obtain compensation due to injuries or illness sustained by the **Member** that may be the legal responsibility of another party.

If the **Member** agrees, in writing, for **HMO** to exercise its subrogation and right of reimbursement rights, **Member** and the **Member's** representative agree to:

- A. Cooperate with **HMO** and do whatever is necessary to secure **HMO's** rights of subrogation and/or reimbursement under this **Certificate**;
- B. Give **HMO** a lien on any recovery, settlement or judgment or other source of compensation which may be had from any party to the extent of the full cost of all benefits associated with injuries or illness provided by **HMO** for which another party is or may be responsible (regardless of whether specifically set forth in the recovery, settlement, judgment or compensation agreement);
- C. Pay from any recovery, settlement or judgment or other source of compensation, any and all amounts due **HMO** as reimbursement for the full cost of all benefits associated with injuries or illness provided by **HMO** for which another party is or may be responsible (regardless of whether specifically set forth in the recovery, settlement, judgment, or compensation agreement), unless otherwise agreed to by **HMO** in writing; and
- D. Do nothing to prejudice **HMO's** rights as set forth above. This includes, but is not limited to, refraining from making any settlement or recovery which specifically attempts to reduce or exclude the full cost of all benefits provided by **HMO**.

RESPONSIBILITY OF MEMBERS

- A. **Members** or applicants shall complete and submit to **HMO** such application or other forms or statements as **HMO** may reasonably request. **Members** represent that all information contained in such applications, forms and statements submitted to **HMO** incident to enrollment under this **Certificate** or the administration herein shall be true, correct, and complete to the best of the **Member's** knowledge and belief.
- B. The **Member** shall notify **HMO** immediately of any change of address for the **Member** or any of the **Subscriber's Covered Dependents**, unless a different notification process is agreed to between **HMO** and **Contract Holder**.
- C. The **Member** understands that **HMO** is acting in reliance upon all information provided to it by the **Member** at time of enrollment and afterwards and represents that information so provided is true and accurate.
- D. By electing coverage pursuant to this **Certificate**, or accepting benefits hereunder, all **Members** who are legally capable of contracting, and the legal representatives of all **Members** who are incapable of

contracting, at time of enrollment and afterwards, represent that all information so provided is true and accurate and agree to all terms, conditions and provisions in this **Certificate**.

- E. **Members** are subject to and shall abide by the rules and regulations of each **Provider** from which benefits are provided.

GENERAL PROVISIONS

- A. **Identification Card.** The identification card issued by **HMO** to **Members** pursuant to this **Certificate** is for identification purposes only. Possession of an **HMO** identification card confers no right to services or benefits under this **Certificate**, and misuse of such identification card may be grounds for termination of **Member's** coverage pursuant to the Termination of Coverage section of this **Certificate**. If the **Member** who misuses the card is the **Subscriber**, coverage may be terminated for the **Subscriber** as well as any of the **Covered Dependents**. To be eligible for services or benefits under this **Certificate**, the holder of the card must be a **Member** on whose behalf all applicable **Premium** charges under this **Certificate** have been paid. Any person receiving services or benefits which such person is not entitled to receive pursuant to the provisions of this **Certificate** shall be charged for such services or benefits at billed charges.

If any **Member** permits the use of the **Member's HMO** identification card by any other person, such card may be retained by **HMO**, and all rights of such **Member** and their **Covered Dependents**, if any, pursuant to this **Certificate** shall be terminated immediately, subject to the Grievance Procedure in this **Certificate**.

- B. **Reports and Records.** **HMO** is entitled to receive from any **Provider** of services to **Members**, information reasonably necessary to administer this **Certificate** subject to all applicable confidentiality requirements as defined in the General Provisions section of this **Certificate**. By accepting coverage under this **Certificate**, the **Subscriber**, for himself or herself, and for all **Covered Dependents** covered hereunder, authorizes each and every **Provider** who renders services to a **Member** hereunder to:

1. disclose all facts pertaining to the care, treatment and physical condition of the **Member** to **HMO**, or a medical, dental, or mental health professional that **HMO** may engage to assist it in reviewing a treatment or claim;
2. render reports pertaining to the care, treatment and physical condition of the **Member** to **HMO**, or a medical, dental, or mental health professional that **HMO** may engage to assist it in reviewing a treatment or claim; and
3. permit copying of the **Member's** records by **HMO**.

- C. **Refusal of Treatment.** A **Member** may, for personal reasons, refuse to accept procedures, medicines, or courses of treatment recommended by a **Participating Provider**. If the **Participating Provider** (after a second **Participating Provider's** opinion, if requested by **Member**) believes that no professionally acceptable alternative exists, and if after being so advised, **Member** still refuses to follow the recommended treatment or procedure, neither the **Participating Provider**, nor **HMO**, will have further responsibility to provide any of the benefits available under this **Certificate** for treatment of such condition or its consequences or related conditions. **HMO** will provide written notice to **Member** of a decision not to provide further benefits for a particular condition. This decision is subject to the Grievance Procedure in this **Certificate**. Coverage for treatment of the condition involved will be resumed in the event **Member** agrees to follow the recommended treatment or procedure.

- D. **Assignment of Benefits.** All rights of the **Member** to receive benefits here under are personal to the **Member** and may not be assigned.

- E. **Legal Action.** No action at law or in equity may be maintained against **HMO** for any expense or bill unless and until the appeal process has been exhausted, and in no event prior to the expiration of 60 days after written submission of claim has been furnished in accordance with requirements set forth in the **Group Agreement**. No action shall be brought after the expiration of 3 years after the time written submission of claim is required to be furnished.

F. **Independent Contractor Relationship.**

1. **Participating Providers**, non-participating **Providers**, institutions, facilities or agencies are neither agents nor employees of **HMO**. Neither **HMO** nor any **Member** of **HMO** is an agent or employee of any **Participating Provider**, non-participating **Provider**, institution, facility or agency.
2. Neither the **Contract Holder** nor a **Member** is the agent or representative of **HMO**, its agents or employees, or an agent or representative of any **Participating Provider** or other person or organization with which **HMO** has made or hereafter shall make arrangements for services under this **Certificate**.
3. **Participating Physicians** maintain the physician-patient relationship with **Members** and are solely responsible to **Member** for all **Medical Services** which are rendered by **Participating Physicians**.
4. **HMO** cannot guarantee the continued participation of any **Provider** or facility with **HMO**. In the event a **PCP** terminates its contract or is terminated by **HMO**, **HMO** shall provide notification to **Members** in the following manner:
 - a. within 30 days of the termination of a **PCP** contract to each affected **Subscriber**, if the **Subscriber** or any **Dependent** of the **Subscriber** is currently enrolled in the **PCP's** office; and
 - b. services rendered by a **PCP** or **Hospital** to an enrollee between the date of termination of the Provider Agreement and 5 business days after notification of the contract termination is mailed to the **Member** at the **Member's** last known address shall continue to be **Covered Benefits**.
5. **Restriction on Choice of Providers:** Unless otherwise approved by **HMO**, **Members** must utilize **Participating Providers** and facilities who have contracted with **HMO** to provide services.

G. **Inability to Provide Service.** If due to circumstances not within the reasonable control of **HMO**, including but not limited to, major disaster, epidemic, complete or partial destruction of facilities, riot, civil insurrection, disability of a significant part of the Participating Provider Network, the provision of medical or **Hospital** benefits or other services provided under this **Certificate** is delayed or rendered impractical, **HMO** shall not have any liability or obligation on account of such delay or failure to provide services, except to refund the amount of the unearned prepaid **Premiums** held by **HMO** on the date such event occurs. **HMO** is required only to make a good-faith effort to provide or arrange for the provision of services, taking into account the impact of the event.

H. **Confidentiality.** Information contained in the medical records of **Members** and information received from any **Provider** incident to the provider-patient relationship shall be kept confidential in accordance with applicable law. Information may be used or disclosed by **HMO** when necessary for a **Member's** care or treatment, the operation of **HMO** and administration of this **Certificate**, or other activities, as permitted by applicable law. For other purposes, information may be disclosed only with the consent of the **Member**. **Members** can obtain a copy of **HMO's** Notice of Information Practices by calling the Member Services toll-free telephone number listed on the **Member's** identification card.

I. **Limitation on Services.** Except in cases of **Emergency Services** or **Urgent Care**, or as otherwise provided under this **Certificate**, services are available only from **Participating Providers** and **HMO** shall have no liability or obligation whatsoever on account of any service or benefit sought or received by a **Member** from any **Physician**, **Hospital**, **Skilled Nursing Facility**, home health care agency, or other person, entity, institution or organization unless prior arrangements are made by **HMO**.

- J. **Incontestability.** In the absence of fraud, all statements made by a **Member** shall be considered representations and not warranties, and no statement shall be the basis for voiding coverage or denying a claim after the **Group Agreement** has been in force for 2 years from its effective date, unless the statement was material to the risk and was contained in a written application.
- K. This **Certificate** applies to coverage only, and does not restrict a **Member's** ability to receive health care benefits that are not, or might not be, **Covered Benefits**.
- L. **Contract Holder** hereby makes **HMO** coverage available to persons who are eligible under the Eligibility and Enrollment section of this **Certificate**. However, this **Certificate** shall be subject to amendment, modification or termination in accordance with any provision hereof, by operation of law, by filing with and approval by the Maine Bureau of Insurance. This can also be done by mutual written agreement between **HMO** and **Contract Holder** without the consent of **Members**.
- M. **HMO** may adopt policies, procedures, rules and interpretations to promote orderly and efficient administration of this **Certificate**.
- N. No agent or other person, except an authorized representative of **HMO**, has authority to waive any condition or restriction of this **Certificate**, to extend the time for making a payment, or to bind **HMO** by making any promise or representation or by giving or receiving any information. No change in this **Certificate** shall be valid unless evidenced by an endorsement to it signed by an authorized representative of **HMO**.
- O. This **Certificate**, including the Schedule of Benefits, any riders, and any amendments, endorsements, inserts, or attachments, constitutes the entire **Certificate** between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous arrangements, understandings, negotiations and discussions of the parties with respect to the subject matter hereof, whether written or oral. There are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth in this **Certificate**. No supplement, modification or waiver of this **Certificate** shall be binding unless executed in writing by authorized representatives of the parties.
- P. This **Certificate** has been entered into and shall be construed according to applicable state and federal law.
- Q. From time to time **HMO** may offer or provide **Members** access to discounts on health care related goods or services. While **HMO** has arranged for access to these goods, services and/or third party provider discounts, the third party service providers are liable to the **Members** for the provision of such goods and/or services. **HMO** is not responsible for the provision of such goods and/or services nor is it liable for the failure of the provision of the same. Further, **HMO** is not liable to the **Members** for the negligent provision of such goods and/or services by third party service providers. These discounts are subject to modification or discontinuance without notice.

DEFINITIONS

The following words and phrases when used in this **Certificate** shall have, unless the context clearly indicates otherwise, the meaning given to them below:

- **Acute Care.** Treatment means treatment for accidental bodily injury or sudden severe pain that affects the ability of the **Member** to engage in the normal activities, duties or responsibilities of daily living.
- **Behavioral Health Provider.** A licensed organization or professional providing diagnostic, therapeutic or psychological services for behavioral health conditions.
- **Certificate.** This **Certificate**, including the Schedule of Benefits, any riders, and any amendments, endorsements, inserts, or attachments, which outlines coverage for a **Subscriber** and **Covered Dependents** according to the **Group Agreement**.

- **Contract Holder.** An employer or organization who agrees to remit the **Premiums** for coverage under the **Group Agreement** payable to **HMO**. The **Contract Holder** shall act only as an agent of **HMO Members** in the **Contract Holder's** group, and shall not be the agent of **HMO** for any purpose.
- **Contract Year.** A period of 1 year commencing on the **Contract Holder's Effective Date of Coverage** and ending at 12:00 midnight on the last day of the 1 year period.
- **Coordination of Benefits.** A provision that is intended to avoid claims payment delays and duplication of benefits when a person is covered by 2 or more plans providing benefits or services for medical, dental or other care or treatment. It avoids claims payment delays by establishing an order in which plans pay their claims and providing the authority for the orderly transfer of information needed to pay claims promptly. It may avoid duplication of benefits by permitting a reduction of the benefits of a plan when, by the rules established by this provision, it does not have to pay its benefits first. Refer to the Coordination of Benefits section of this **Certificate** for a description of the **Coordination of Benefits** provision.
- **Copayment.** The specified dollar amount or percentage required to be paid by or on behalf of a **Member** in connection with benefits, if any, as set forth in the Schedule of Benefits. **Copayments** may be changed by **HMO** upon 30 days written notice to the **Contract Holder**.
- **Copayment Maximum.** The maximum annual out-of-pocket amount for payment of **Copayments**, if any, to be paid by a **Subscriber** and any **Covered Dependents**.
- **Cosmetic Surgery.** Any non-medically necessary surgery or procedure whose primary purpose is to improve or change the appearance of any portion of the body to improve self-esteem, but which does not restore bodily function, correct a diseased state, physical appearance, or disfigurement caused by an accident, birth defect, or correct or naturally improve a physiological function. **Cosmetic Surgery** includes, but is not limited to, ear piercing, rhinoplasty, lipectomy, surgery for sagging or extra skin, any augmentation or reduction procedures (e.g., mammoplasty, liposuction, keloids, rhinoplasty and associated surgery) or treatment relating to the consequences or as a result of **Cosmetic Surgery**.
- **Covered Dependent.** Any person in a **Subscriber's** family who meets all the eligibility requirements of the Eligibility and Enrollment section of this **Certificate** and the Dependent Eligibility section of the Schedule of Benefits, has enrolled in **HMO**, and is subject to **Premium** requirements set forth in the Premiums section of the **Group Agreement**.
- **Covered Benefits.** Those **Medically Necessary Services** and supplies set forth in this **Certificate**, which are covered subject to all of the terms and conditions of the **Group Agreement** and **Certificate**.
- **Creditable Coverage.** Coverage of the **Member** under a group health plan (including a governmental or church plan), a health insurance coverage (either group or individual insurance), Medicare, Medicaid, a military-sponsored health care (CHAMPUS), a program of the Indian Health Service, a State health benefits risk pool, the Federal Employees Health Benefits Program (FEHBP), a public health plan, and any health benefit plan under section 5(e) of the Peace Corps Act. **Creditable Coverage** does not include coverage only for accident; Workers' Compensation or similar insurance; automobile medical payment insurance; coverage for on-site medical clinics; or limited-scope dental benefits, limited-scope vision benefits, or long-term care benefits that are provided in a separate policy.
- **Custodial Care.** Any type of care provided in accordance with Medicare guidelines, including room and board, that a) does not require the skills of technical or professional personnel; b) is not furnished by or under the supervision of such personnel or does not otherwise meet the requirements of post-hospital **Skilled Nursing Facility** care; or c) is a level such that the **Member** has reached the maximum level of physical or mental function and such person is not likely to make further significant improvement. **Custodial Care** includes, but is not limited to, any type of care where the primary purpose of the type of care provided is to attend to the **Member's** daily living activities which do not entail or require the continuing attention of trained medical or paramedical personnel. Examples of this include, but are not limited to, assistance in walking, getting in and out of bed, bathing, dressing, feeding, using the toilet,

changes of dressings of non-infected, post-operative or chronic conditions, preparation of special diets, supervision of medication which can be self-administered by the **Member**, general maintenance care of colostomy or ileostomy, routine services to maintain other service which, in the sole determination of **HMO**, based on medically accepted standards, can be safely and adequately self-administered or performed by the average non-medical person without the direct supervision of trained medical or paramedical personnel, regardless of who actually provides the service, residential care and adult day care, protective and supportive care including educational services, rest cures, convalescent care.

- **Detoxification.** The process whereby an alcohol or drug intoxicated or alcohol or drug dependent person is assisted, in a facility licensed by the appropriate regulatory authority, through the period of time necessary to eliminate, by metabolic or other means, the intoxicating alcohol or drug, alcohol or drug dependent factors or alcohol in combination with drugs as determined by a licensed **Physician**, while keeping the physiological risk to the patient at a minimum.
- **Durable Medical Equipment (DME).** Equipment, as determined by **HMO**, which is a) made for and mainly used in the treatment of a disease or injury; b) made to withstand prolonged use; c) suited for use while not confined as an inpatient in the **Hospital**; d) not normally of use to persons who do not have a disease or injury; e) not for use in altering air quality or temperature; and f) not for exercise or training.
- **Effective Date of Coverage.** The commencement date of coverage under this **Certificate** as shown on the records of **HMO**.
- **Emergency Service.** Professional health services that are provided to treat a **Medical Emergency**.
- **Experimental or Investigational Procedures.** Services or supplies that are, as determined by **HMO**, experimental. A drug, device, procedure or treatment will be determined to be experimental if:
 1. there is not sufficient outcome data available from controlled clinical trials published in the peer reviewed literature to substantiate its safety and effectiveness for the disease or injury involved; or
 2. required FDA approval has not been granted for marketing; or
 3. a recognized national medical or dental society or regulatory agency has determined, in writing, that it is experimental or for research purposes; or
 4. the written protocol or protocol(s) used by the treating facility or the protocol or protocol(s) of any other facility studying substantially the same drug, device, procedure or treatment or the written informed consent used by the treating facility or by another facility studying the same drug, device, procedure or treatment states that it is experimental or for research purposes; or
 5. it is not of proven benefit for the specific diagnosis or treatment of a **Member's** particular condition; or
 6. it is not generally recognized by the **Medical Community** as effective or appropriate for the specific diagnosis or treatment of a **Member's** particular condition; or
 7. it is provided or performed in special settings for research purposes.
- **Group Agreement.** The **Group Agreement** between **HMO** and the **Contract Holder**, including the Group Application, this **Certificate**, including the Schedule of Benefits, any riders, and any amendments, endorsements, inserts, or attachments, as subsequently amended by operation of law and as filed with and approved by the applicable public authority.
- **Health Professional(s).** A **Physician** or other professional who is properly licensed or certified to provide medical care under the laws of the state where the individual practices, and who provides **Medical Services** which are within the scope of the individual's license or certificate.

- **Health Maintenance Organization (HMO).** Aetna Health Inc., a Maine corporation licensed by Maine Bureau of Insurance as a **Health Maintenance Organization**.
- **Homebound Member.** A **Member** who is confined to the home due to an illness or injury which makes leaving the home medically contraindicated or which restricts the **Member's** ability to leave the **Member's** place of residence except with the aid of supportive devices, the use of special transportation, or the assistance of another person.
- **Home Health Services.** Those items and services provided by **Participating Providers** as an alternative to hospitalization, and coordinated and pre-authorized by **HMO**.
- **Hospice Care.** A program of care that is provided by a **Hospital, Skilled Nursing Facility**, hospice, or a duly licensed **Hospice Care** agency, and is approved by **HMO**, and is focused on a palliative rather than curative treatment for **Members** who have a medical condition and a prognosis of less than 12 months to live. **Hospice Care** service includes, but is not limited to: **Physician** services; nursing care; respite care; medical and social work services; counseling services; nutritional counseling; pain and symptom management; medical supplies and durable medical equipment; occupational, physical or speech therapies; volunteer services; **Home Health** care services and bereavement services.
- **Hospital(s).** An institution rendering inpatient and outpatient services, accredited as a **Hospital** by the Joint Commission on Accreditation of Health Care Organizations, the Bureau of Hospitals of the American Osteopathic Association, or as otherwise determined by **HMO** as meeting reasonable standards. A **Hospital** may be a general, acute care, rehabilitation or specialty institution.
- **Infertile or Infertility.** The condition of a presumably healthy **Member** who is unable to conceive or produce conception after a period of 1 year of frequent, unprotected heterosexual sexual intercourse. This does not include conditions for male **Members** when the cause is a vasectomy or orchiectomy or for female **Members** when the cause is a tubal ligation or hysterectomy.
- **Interested Parties** means **Contract Holder** and **Members**, including any and all affiliates, agents, assigns, employees, heirs, personal representatives or subcontractors of an **Interested Party**.
- **Medical Community.** A majority of **Physicians** who are Board Certified in the appropriate specialty.
- **Medical Emergency.** The existence of a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in (i) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman and her unborn child) in serious jeopardy; (ii) serious impairment to bodily functions; or (iii) serious dysfunction of any bodily organ or part.
- **Medical Services.** The professional services of **Health Professionals**, including medical, surgical, diagnostic, therapeutic, preventive care and birthing facility services.
- **Medically Necessary, Medically Necessary Services, or Medical Necessity.** Services that are appropriate and consistent with the diagnosis in accordance with accepted medical standards as described in the Covered Benefits section of this **Certificate**. **Medical Necessity**, when used in relation to services, shall have the same meaning as **Medically Necessary Services**. This definition applies only to the determination by **HMO** of whether health care services are **Covered Benefits** under this **Certificate**.
- **Member(s).** A **Subscriber** or **Covered Dependent** as defined in this **Certificate**.
- **Mental or Behavioral Condition.** A condition which manifests signs and/or symptoms which are primarily mental or behavioral, for which the primary treatment is psychotherapy, psychotherapeutic methods or procedures, and/or the administration of psychotropic medication, regardless of any underlying

physical or medical cause. Mental or behavioral disorders and conditions include, but are not limited to, psychosis, affective disorders, anxiety disorders, personality disorders, obsessive-compulsive disorders, attention disorders with or without hyperactivity, and other psychological, emotional, nervous, behavioral, or stress-related abnormalities associated with transient or permanent dysfunction of the brain or related neurohormonal systems, whether or not caused by or in any way resulting from chemical imbalance, physical trauma, or a physical or medical condition.

- **Non-Hospital Facility.** A facility, licensed by the appropriate regulatory authority, for the care or treatment of alcohol or drug dependent persons, except for transitional living facilities.
- **Open Enrollment Period.** A period each calendar year, when eligible enrollees of the **Contract Holder** may enroll in **HMO** without a waiting period or exclusion or limitation based on health status or, if already enrolled in **HMO**, may transfer to an alternative health plan offered by the **Contract Holder**.
- **Partial Hospitalization.** The provision of medical, nursing, counseling or therapeutic services on a planned and regularly scheduled basis in a **Hospital** or **Non-Hospital Facility** which is licensed as an alcohol or drug abuse or mental illness treatment program by the appropriate regulatory authority, and which is designed for a patient or client who would benefit from more intensive services than are offered in outpatient treatment but who does not require inpatient care.
- **Participating.** A description of a **Provider** that has entered into a contractual agreement with **HMO** for the provision of services to **Members**.
- **Participating Infertility Specialist.** A **Specialist** who has entered into a contractual agreement with **HMO** for the provision of **Infertility** services to **Members**.
- **Physician(s).** A duly licensed member of a medical profession, who has an M.D. or D.O. degree, who is properly licensed or certified to provide medical care under the laws of the state where the individual practices, and who provides **Medical Services** which are within the scope of the individual's license or certificate.
- **Premium(s).** The amount the **Contract Holder** or **Member** is required to pay to **HMO** to continue coverage.
- **Primary Care Physician (PCP).** A **Participating Physician** who supervises, coordinates and provides initial care and basic **Medical Services** as a general or family care practitioner, or in some cases, as an internist or a pediatrician to **Members**, initiates their **Referral** for **Specialist** care, and maintains continuity of patient care.
- **Provider(s).** A **Physician, Health Professional, Hospital, Skilled Nursing Facility**, home health agency or other recognized entity or person licensed to provide **Hospital** or **Medical Services** to **Members**.
- **Reasonable Charge.** The charge for a **Covered Benefit** which is determined by the **HMO** to be the prevailing charge level made for the service or supply in the geographic area where it is furnished. **HMO** may take into account factors such as the complexity, degree of skill needed, type or specialty of the **Provider**, range of services provided by a facility, and the prevailing charge in other areas in determining the **Reasonable Charge** for a service or supply that is unusual or is not often provided in the area or is provided by only a small number of providers in the area.
- **Referral.** Specific directions or instructions from a **Member's PCP**, in conformance with **HMO's** policies and procedures, that direct a **Member** to a **Participating Provider** for **Medically Necessary** care.
- **Respite Care.** Care furnished during a period of time when the **Member's** family or usual caretaker cannot, or will not, attend to the **Member's** needs.

- **Service Area.** The geographic area established by **HMO** and approved by the appropriate regulatory authority.
- **Skilled Care.** Medical care that requires the skills of technical or professional personnel.
- **Skilled Nursing Facility.** An institution or a distinct part of an institution that is licensed or approved under state or local law, and which is primarily engaged in providing skilled nursing care and related services as a **Skilled Nursing Facility**, extended care facility, or nursing care facility approved by the Joint Commission on Accreditation of Health Care Organizations or the Bureau of Hospitals of the American Osteopathic Association, or as otherwise determined by **HMO** to meet the reasonable standards applied by any of the aforesaid authorities.
- **Specialist(s).** A **Physician** who provides medical care in any generally accepted medical or surgical specialty or subspecialty.
- **Subscriber.** A person who meets all applicable eligibility requirements as described in this **Certificate** and on the Schedule of Benefits, has enrolled in **HMO**, and is subject to **Premium** requirements as set forth in the Premiums section of the **Group Agreement**.
- **Substance Abuse.** Any use of alcohol and/or drugs which produces a pattern of pathological use causing impairment in social or occupational functioning or which produces physiological dependency evidenced by physical tolerance or withdrawal.
- **Substance Abuse Rehabilitation.** Services, procedures and interventions to eliminate dependence on or abuse of legal and/or illegal chemical substances, according to individualized treatment plans.
- **Totally Disabled or Total Disability.** A **Member** shall be considered **Totally Disabled** if:
 1. the **Member** is a **Subscriber** and is prevented, because of injury or disease, from performing any occupation for which the **Member** is reasonably fitted by training, experience, and accomplishments; or
 2. the **Member** is a **Covered Dependent** and is prevented because of injury or disease, from engaging in substantially all of the normal activities of a person of like age and sex in good health.
- **Urgent Care.** Non-preventive or non-routine health care services which are **Covered Benefits** and are required in order to prevent serious deterioration of a **Member's** health following an unforeseen illness, injury or condition if: (a) the **Member** is temporarily absent from the **HMO Service Area** and receipt of the health care service cannot be delayed until the **Member** returns to the **HMO Service Area**; or, (b) the **Member** is within the **HMO Service Area** and receipt of the health care services cannot be delayed until the **Member's Primary Care Physician** is reasonably available.

**AETNA HEALTH INC.
(Maine)**

METABOLIC FORMULA/SPECIAL LOW-PROTEIN AMENDMENT

Contract Holder Group Agreement Effective Date: January 1, 2010

The subsection concerning Metabolic Formula and Special Modified Low-Protein Food Products in the Primary Care Physician Benefits subsection in the **Covered Benefits** section of the **Certificate** and **Rider** is hereby deleted and replaced with the following:

Metabolic Formula and Special Modified Low-Protein Food Products. Coverage shall include metabolic formula and special low-protein food products that have been prescribed by a licensed **Physician** for a **Member** with an inborn error of metabolism. An inborn error of metabolism means a genetically determined biochemical disorder in which a specific enzyme defect produces a metabolic block that may have pathogenic consequences at birth or later in life. A special modified low-protein food product means food formulated to reduce the protein content to less than one gram of protein per serving and does not include foods naturally low in protein. Benefit shall provide for a maximum of \$3000 per calendar year on special low-protein food products and the metabolic formula benefit is unlimited.

**Aetna Health Inc.
(Maine)**

CERTIFICATE OF COVERAGE AMENDMENT

Contract Holder Group Agreement Effective Date: January 1, 2010

The Covered Benefits section of the **Certificate** is hereby amended to include the following provision:

- **Basic Infertility Services Benefits.**

Benefits include only those **Infertility** services provided to a **Member**: a) by a **Participating Provider** to diagnose **Infertility**; and b) by a **Participating Infertility Specialist** to surgically treat the underlying medical cause of **Infertility**.

**Aetna Health Inc.
(Maine)**

AMENDMENT TO CERTIFICATE OF COVERAGE

Contract Holder Group Agreement Effective Date: January 1, 2010

The Aetna Health Inc. **Certificate of Coverage** is hereby amended as follows:

1. The Conversion Privilege provision in the Continuation section is hereby deleted.
2. All references to “and Conversion”, “or Conversion” are hereby deleted.

**AETNA HEALTH INC.
(MAINE)**

CERTIFICATE OF COVERAGE AMENDMENT

Contract Holder Group Agreement Effective Date: January 1, 2010

The Aetna Health Inc. **HMO Certificate** is hereby amended as follows:

1. The following sentence contained in the Calculation; Determination of Benefits provision within the Method of Payment section of the **Certificate** is hereby deleted:

“It is solely within the discretion of **HMO** to determine when benefits are covered under this **Certificate**”

and replaced with:

“**HMO** will determine when benefits are covered under this **Certificate** subject to the applicable **Complaint, Appeals** or External Review Procedures section of the **Certificate**.”

2. The following provisions contained under the Limitations section within the Limitation and Exclusions section of the **Certificate** are hereby deleted:

- “In the event there are 2 or more alternative **Medical Services** which in the sole judgment of **HMO** are equivalent in quality of care, **HMO** reserves the right to provide coverage only for the least costly **Medical Service**, as determined by **HMO**, provided that **HMO** pre-authorizes the **Medical Service** or treatment.”
- “Determinations regarding eligibility for benefits, coverage for services, benefit denials and all other terms of this **Certificate** are at the sole discretion of **HMO**, subject to the terms of this **Certificate**.”

“**DETERMINATION REGARDING DENIAL OF BENEFITS DUE TO INAPPROPRIATE USE OF THE HMO NETWORK ARE AT THE SOLE DISCRETION OF THE HMO.**”

and replaced with the following:

- “In the event there are 2 or more alternative **Medical Services** which in the judgment of **HMO** are equivalent in quality of care, **HMO** reserves the right to provide coverage only for the least costly **Medical Service**, as determined by **HMO**, subject to the applicable **Complaint, Appeals** or External Review Procedures section of the **Certificate**, provided that **HMO** pre-authorizes the **Medical Service** or treatment.”
- “Determinations regarding eligibility for benefits, coverage for services, benefit denials and all other terms of this **Certificate** will be determined by **HMO**, subject to the applicable **Complaint, Appeals** or External Review Procedures section and the terms of this **Certificate**.”

“**DETERMINATION REGARDING DENIAL OF BENEFITS DUE TO INAPPROPRIATE USE OF THE HMO NETWORK WILL BE DETERMINED BY HMO SUBJECT TO THE**

APPLICABLE COMPLAINT, APPEALS OR EXTERNAL REVIEW PROCEDURES SECTION OF THE CERTIFICATE.”

3. The following sentence within the **Custodial Care** definition under the Definitions section of the **Certificate** is hereby deleted:

“Examples of this include, but are not limited to, assistance in walking, getting in and out of bed, bathing, dressing, feeding, using the toilet, changes of dressings of non-infected, post-operative or chronic conditions, preparation of special diets, supervision of medication which can be self-administered by the **Member**, general maintenance care of colostomy or ileostomy, routine services to maintain other service which, in the sole determination of **HMO**, based on medically accepted standards, can be safely and adequately self-administered or performed by the average non-medical person without the direct supervision of trained medical or paramedical personnel, regardless of who actually provides the service, residential care and adult day care, protective and supportive care including educational services, rest cures, convalescent care.”

and replaced with the following:

“Examples of this include, but are not limited to, assistance in walking, getting in and out of bed, bathing, dressing, feeding, using the toilet, changes of dressings of non-infected, post-operative or chronic conditions, preparation of special diets, supervision of medication which can be self-administered by the **Member**, general maintenance care of colostomy or ileostomy, routine services to maintain other service which, in the determination of **HMO**, subject to the applicable **Complaint, Appeals** or External Review Procedures section of the **Certificate**, based on medically accepted standards, can be safely and adequately self-administered or performed by the average non-medical person without the direct supervision of trained medical or paramedical personnel, regardless of who actually provides the service, residential care and adult day care, protective and supportive care including educational services, rest cures, convalescent care.”

**AETNA HEALTH INC.
(MAINE)**

CERTIFICATE OF COVERAGE AMENDMENT

Contract Holder Group Agreement Certificate of Coverage Effective Date: January 1, 2010

The following is added to the Termination of Coverage section of the **Certificate**:

A **Member** who is diagnosed with Organic Brain Syndrome may:

1. designate a third party to receive notice of cancellation of coverage under this **Certificate**;
2. change the third party designation on the notice of cancellation of coverage; and
3. receive any applicable coverage reinstatement information on the notice of cancellation of coverage.

The Third Party Notice Request Form shall be mailed or delivered to the **Member** within 10 days after the **Member**'s request for the Third Party Notice Request Form.

**AETNA HEALTH INC.
(MAINE)**

CERTIFICATE OF COVERAGE AMENDMENT

Contract Holder Group Agreement Effective Date: January 1, 2010

Paragraph 4 of the Mental Health Benefits provisions under the Covered Benefits section of the **Certificate** is hereby deleted and replaced with the following:

4. Biologically-based mental illness. **Member** shall be covered for outpatient and inpatient medical treatment and diagnosis of a biologically-based mental illness as defined by the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders." **Member** shall be covered under the terms and conditions that are no less extensive than the benefits provided for medical treatment of a physical illness upon diagnosis of one or more of the following conditions by a **Participating Provider**:
 - a. Psychotic disorders, including schizophrenia;
 - b. Dissociative disorders;
 - c. Mood disorders;
 - d. Anxiety disorders;
 - e. Personality disorders;
 - f. Paraphilias
 - g. Attention deficit and disruptive behavior disorders;
 - h. Pervasive developmental disorders;
 - i. Tic disorders;
 - j. Eating disorders, including bulimia and anorexia; and
 - k. Substance abuse-related disorders.

AETNA HEALTH INC.
(MAINE)

COORDINATION OF BENEFITS AMENDMENT

Contract Holder Effective Date: January 1, 2010

The definitions of **Allowable Expense** and **Coordination of Benefits** shown in the **Definitions** section of the **Certificate** are hereby deleted.

The **Coordination of Benefits** section of the Certificate is deleted in its entirety and is replaced with the following:

COORDINATION OF BENEFITS

Definitions. When used in this provision, the following words and phrases have the following meaning:

Allowable Expense. A health care service or expense, including **Deductibles**, coinsurance and **Copayments**, that is covered at least in part by any of the **Plans** covering the **Member**. 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. This **Plan** limits coordination of healthcare services or expenses with those services or expenses that are covered under similar types of **Plans**, e.g. coordination with Medical/Pharmacy coverage is coordinated with Medical/Pharmacy **Plans**. An expense or service that is not covered by any of the **Plans** is not an **Allowable Expense**. The following are examples of expenses and services that are not **Allowable Expenses**:

1. If a **Member** is confined in a private **Hospital** room, the difference between the cost of a semi-private room in the **Hospital** and the private room (unless the **Member's** stay in the private **Hospital** room is **Medically Necessary** in terms of generally accepted medical practice, or one of the **Plans** routinely provides coverage of **Hospital** private rooms) is not an **Allowable Expense**.
2. If a **Member** is covered by 2 or more **Plans** that compute their benefit payments on the basis of **Reasonable Charge**, any amount in excess of the highest of the **Reasonable Charges** for a specific benefit is not an **Allowable Expense**.
3. If a **Member** 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**, unless the **Secondary Plan's** provider's contract prohibits any billing in excess of the provider's agreed upon rates.
4. The amount a benefit is reduced by the **Primary Plan** because a **Member** does not comply with the **Plan** provisions. Examples of these provisions are second surgical opinions, pre-authorization of admissions, and preferred provider arrangements.

If a **Member** is covered by 1 **Plan** that calculates its benefits or services on the basis of **Reasonable Charges** and another **Plan** that provides its benefits or services on the basis of negotiated fees, the **Primary Plan's** payment arrangements shall be the **Allowable Expense** for all the **Plans**.

Claim Determination Period(s). Usually, the calendar year.

Closed Panel Plan(s). A **Plan** that provides health benefits to **Members** primarily in the form of services through a panel of **Providers** that have contracted with or are employed by the **Plan**, and that limits or

excludes benefits for services provided by other **Providers**, except in cases of **Emergency Services** or **Referral** by a panel **Provider**.

Coordination of Benefits (COB). A provision that is intended to avoid claims payment delays and duplication of benefits when a person is covered by 2 or more **Plans**. It avoids claims payment delays by establishing an order in which **Plans** pay their claims and providing the authority for the orderly transfer of information needed to pay claims promptly. It may avoid duplication of benefits by permitting a reduction of the benefits of a **Plan** when, by the rules established by this provision, it does not have to pay its benefits first.

Custodial Parent. A parent awarded custody by a court decree. In the absence of a court decree, it is the parent with whom the child resides more than one half of the calendar year without regard to any temporary visitation.

Medicare. The health insurance provided by Title XVIII of the Social Security Act, as amended. It includes **HMO** or similar coverage that is an authorized alternative to Parts A and B of **Medicare**.

Plan(s). Any **Plan** providing benefits or services by reason of medical or dental care or treatment, which benefits or services are provided by one of the following:

1. Group, blanket, or franchise health insurance policies issued by insurers, including health care service contractors;
2. Other prepaid coverage under service plan contracts, or under group or individual practice;
3. Uninsured arrangements of group or group-type coverage;
4. Labor-management trustee plans, labor organization plans, employer organization plans, or employee benefit organization plans;
5. Medical benefits coverage in group, group-type, and individual automobile “no-fault” and traditional automobile “fault” type contracts;
6. **Medicare** or other governmental benefits;
7. Other group-type contracts. Group type contracts are those which are not available to the general public and can be obtained and maintained only because of membership in or connection with a particular organization or group.

If the **Plan** includes both medical and dental coverage, those coverages will be considered separate **Plans**. The Medical/Pharmacy coverage will be coordinated with other Medical/Pharmacy **Plans**. In turn, the dental coverage will be coordinated with other dental **Plans**.

Plan Expenses. Any necessary and reasonable health expenses, part or all of which are covered under this **Plan**.

Primary Plan/Secondary Plan. The order of benefit determination rules state whether coverage under this **Certificate** is a **Primary Plan** or **Secondary Plan** as to another **Plan** covering the **Member**.

When coverage under this **Certificate** is a **Primary Plan**, its benefits are determined before those of the other **Plan** and without considering the other **Plan’s** benefits.

When coverage under this **Certificate** is a **Secondary Plan**, its benefits are determined after those of the other **Plan** and may be reduced because of the other **Plan’s** benefits.

When there are more than 2 **Plans** covering the person, coverage under this **Certificate** may be a **Primary Plan** as to 1 or more other **Plans**, and may be a **Secondary Plan** as to a different **Plan(s)**.

This **Coordination of Benefits (COB)** provision applies to this **Certificate** when a **Subscriber** or the **Covered Dependent** has medical and/or dental coverage under more than 1 **Plan**.

The Order of Benefit Determination Rules below determines which **Plan** will pay as the **Primary Plan**. The **Primary Plan** pays first without regard to the possibility that another **Plan** may cover some expenses. A **Secondary Plan** pays after the **Primary Plan** and may reduce the benefits it pays. If this **Plan** is the **Secondary Plan**, a **Member Copayment** required under this **Certificate** may be covered by this **Plan** depending on the amount of payment provided by the **Primary Plan** for **Allowable Expenses**.

Order of Benefit Determination.

When 2 or more **Plans** pay benefits, the rules for determining the order of payment are as follows:

- A. The **Primary Plan** pays or provides its benefits as if the **Secondary Plan(s)** did not exist.
- B. A **Plan** with no rules for **COB** with other benefits will be deemed to pay its benefits before a **Plan**, which contains such rules.
- C. A **Plan** may consider the benefits paid or provided by another **Plan** in determining its benefits only when it is secondary to that other **Plan**.
- D. The first of the following rules that describes which **Plan** pays its benefits before another **Plan** is the rule which will govern:

- 1. **Non-Dependent or Dependent.** The **Plan** that covers the person other than as a dependent, for example as an employee, **Subscriber** or retiree is primary and the **Plan** that covers the person as a dependent is secondary. 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 2 **Plans** is reversed so that the **Plan** covering the person as an employee, **Subscriber** or retiree is secondary and the other **Plan** is primary.

- 2. **Dependent Child Covered Under More Than One Plan.** The order of benefits when a child is covered by more than one **Plan** is:

- a. The **Primary Plan** is the **Plan** of the parent whose birthday is earlier in the year if:

- The parents are married;
- The parents are not separated (whether or not they ever have been married); or
- A court decree awards joint custody without specifying that 1 party has the responsibility to provide health care coverage.

If both parents have the same birthday, the **Plan** that covered either of the parents longer is primary.

- b. If the specific terms of a court decree state that one of the parents is responsible for the 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 **Claim Determination Periods** or **Plan** years commencing after the **Plan** is given notice of the court decree.

- c. If the parents are not married, or are separated (whether or not they ever have been married) or are divorced, the order of benefits is:

- The **Plan** of the **Custodial Parent**;

- The **Plan** of the spouse of the **Custodial Parent**;
 - The **Plan** of the non-custodial parent; and then
 - The **Plan** of the spouse of the non-custodial parent.
3. **Active or Inactive Employee.** The **Plan** that covers a person as an employee who is neither laid off nor retired, is the **Primary Plan**. The same holds true if a person is a dependent of a person covered as a retiree and an employee. If the other **Plan** does not have this rule, and if, as a result, the **Plans** do not agree on the order of benefits, this rule is ignored. Coverage provided to an individual as a retired worker and as a dependent of an actively working spouse will be determined under this section.
 4. **Continuation Coverage.** If a person whose coverage is provided under a right of continuation provided by federal or state law also is covered under another **Plan**, the **Plan** covering the person as an employee, **Subscriber** or retiree (or as that person's dependent) is primary, and the continuation coverage is secondary. If the other **Plan** does not have this rule, and if, as a result, the **Plans** do not agree on the order of benefits, this rule is ignored.
 5. **Longer or Shorter Length of Coverage.** The **Plan** that covered the person as an employee, **Member** or **Subscriber** longer is primary.
 6. **If the preceding rules do not determine the Primary Plan,** the **Allowable Expenses** shall be shared equally between the **Plans** meeting the definition of **Plan** under this section. In addition, this **Plan** will not pay more than it would have paid had it been primary.

Effect on Benefits of this Certificate.

- A. Under the **Coordination of Benefits** provision of this **Certificate**, the amount normally reimbursed for **Covered Benefits** under this **Certificate** is reduced to take into account payments made by other plans. The general rule is that the benefits otherwise payable under this **Certificate** for all **Covered Benefits** will be reduced by all other plan benefits payable for those expenses. When the **Coordination of Benefits** rules of this **Certificate** and an other plan both agree that this **Certificate** determines its benefits before such other plan, the benefits of the other plan will be ignored in applying the general rule above to the claim involved. Such reduced amount will be charged against any applicable benefit limit of this coverage.
- B. If a **Member** is enrolled in 2 or more **Plans** that use a provider network and if, for any reason, benefits are not payable by 1 of the **Plans**, COB shall not be applied between the 2 **Plans**.

Effect of Medicare.

The following provisions explain how the benefits under this **Certificate** interact with benefits available under **Medicare**.

A **Member** is eligible for **Medicare** if **Member**:

1. Is covered under **Medicare** by reason of age, disability, or End Stage Renal Disease;
2. Is not covered under **Medicare** because of:
 - Having refused **Medicare**;
 - Having dropped **Medicare**; or
 - Having failed to make proper request for **Medicare**.

If a **Member** is eligible for **Medicare**, coverage under this **Certificate** will be determined as follows:

If a **Member's** coverage under this **Certificate** is based on current employment with the **Contract Holder**, coverage under this **Certificate** will act as the primary payor for the **Medicare** beneficiary who is eligible for **Medicare**:

1. solely due to age if this **Plan** is subject to the Social Security Act requirements for **Medicare** with respect to working aged (i.e., generally a plan of an employer with 20 or more employees);
2. due to diagnosis of End Stage Renal Disease, but only during the first 30 months of such eligibility for **Medicare** benefits. But this does not apply if at the start of such eligibility the **Member** was already eligible for **Medicare** benefits and this **Plan's** benefits were payable on a **Secondary Plan** basis;
3. solely due to any disability other than End Stage Renal Disease; but only if this **Plan** meets the definition of a large group health plan in the Internal Revenue Code (i.e., generally a plan of an employer with 100 or more employees).

Otherwise, coverage under this **Certificate** will cover the benefits as the **Secondary Plan**. Coverage under this **Certificate** will pay the difference between the benefits of this **Plan** and the benefits that **Medicare** pays, up to 100% of **Plan Expenses**.

Charges used to satisfy a **Member's** Part B deductible under **Medicare** will be applied under this **Plan** in the order received by **HMO**. Two or more charges received at the same time will be applied starting with the largest first.

Any rule for coordinating "other plan" benefits with those under this **Plan** will be applied after this **Plan's** benefits have been figured under the above rules.

Those charges for non-emergency care or treatment furnished by a **Member's Physician** under a Private Contract are excluded. A Private Contract is a contract between a **Medicare** beneficiary and a **Physician** who has decided not to provide services through **Medicare**.

This exclusion applies to services an "opt out" **Physician** has agreed to perform under a Private Contract signed by the **Member**. **Physicians** who have decided not to provide services through **Medicare** must file an "opt out" affidavit with all carriers who have jurisdiction over claims the **Physician** would otherwise file with **Medicare** and be filed no later than 10 days after the first private contract to which the affidavit applies is entered into with a **Medicare** beneficiary.

Multiple Coverage Under this Plan.

If a **Member** is covered under this **Plan** both as a **Subscriber** and a **Covered Dependent** or as a **Covered Dependent** of 2 **Subscribers**, the following will also apply:

- The **Member's** coverage in each capacity under this **Plan** will be set up as a separate “**Plan**”.
- The order in which various **Plans** will pay benefits will apply to the “**Plans**” set up above and to all other **Plans**.
- This provision will not apply more than once to figure the total benefits payable to the person for each claim under this **Plan**.

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 under this **Plan** and other **Plans**. **HMO** has the right to release or obtain any information and make or recover any payments it considers necessary in order to administer this provision.

Facility of Payment.

Any payment made under another **Plan** may include an amount which should have been paid under coverage under this **Certificate**. If so, **HMO** may pay that amount to the organization, which made that payment. That amount will then be treated as though it were a benefit paid under this **Certificate**. **HMO** will not have to pay that amount again. The term “payment made” means reasonable cash value of the benefits provided in the form of services.

Right of Recovery.

If the amount of the payments made by **HMO** 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 **Member**. The “amount of the payments made” includes the reasonable cash value of any benefits provided in the form of services.

**AETNA HEALTH INC.
(MAINE)**

CERTIFICATE OF COVERAGE AMENDMENT

Contract Holder Group Agreement Effective Date: January 1, 2010

The Aetna Health Inc. Certificate of Coverage is hereby amended as follows:

1. The following has been added to the Mental Health Benefits provision appearing under the Covered Benefits section of the **Certificate**:

For the purpose of this section, home health mental services shall mean:

Home health care services rendered by a licensed provider of mental health services to provide medically necessary health care to a **Member** suffering from a mental illness in the **Member's** place of residence if:

1. Hospitalization or confinement in a residential treatment facility would otherwise have been required if home health care services were not provided;
2. Hospitalization or confinement in a residential treatment facility is not required as an antecedent to the provision of home health care services; and
3. The services are prescribed in writing by a licensed allopathic or osteopathic physician or a licensed psychologist who is trained and has received a doctorate in psychology specializing in the evaluation and treatment of mental illness.

**AETNA HEALTH INC.
(MAINE)**

REHABILITATION AMENDMENT

Contract Holder Group Agreement Effective Date: January 1, 2010

The Aetna Health Inc. **Certificate** is hereby amended as follows:

The **Outpatient Rehabilitation Benefits** provision under the Covered Benefits section of the **Certificate** is hereby deleted and replaced with the following:

Rehabilitation Benefits.

The following benefits are covered when rendered by **Participating Providers** upon **Referral** issued by the **Member's PCP** and pre-authorized by **HMO**.

1. Cardiac and Pulmonary Rehabilitation Benefits.
 - a. Cardiac rehabilitation benefits are available as part of a **Member's** inpatient **Hospital** stay. A limited course of outpatient cardiac rehabilitation is covered when **Medically Necessary** following angioplasty, cardiovascular surgery, congestive heart failure or myocardial infarction.
 - b. Pulmonary rehabilitation benefits are available as part of a **Member's** inpatient **Hospital** stay. A limited course of outpatient pulmonary rehabilitation is covered when **Medically Necessary** for the treatment of reversible pulmonary disease states.
2. Cognitive Therapy, Physical Therapy, Occupational Therapy and Speech Therapy Rehabilitation Benefits.

Coverage is subject to the limits, if any, shown on the Schedule of Benefits. For inpatient rehabilitation benefits for the services listed below, refer to the Inpatient Hospital and Skilled Nursing Facility benefits provision under the **Covered Benefits** section of this **Certificate**.

- a. Cognitive therapy associated with physical rehabilitation is covered when the cognitive deficits have been acquired as a result of neurologic impairment due to trauma, stroke, or encephalopathy, and when the therapy is coordinated with **HMO** as part of a treatment plan intended to restore previous cognitive function.
- b. Physical therapy is covered for non-chronic conditions and acute illnesses and injuries.
- c. Occupational therapy (except for vocational rehabilitation or employment counseling) is covered for non-chronic conditions and acute illnesses and injuries.
- d. Speech therapy is covered for non-chronic conditions and acute illnesses and injuries.

Therapies for the treatment of delays in development, unless resulting from acute illness or injury, or congenital defects amenable to surgical repair (such as cleft lip/palate), are not covered. Examples of non-covered diagnoses include Pervasive Developmental Disorders (including Autism), Down Syndrome, and Cerebral Palsy, as they are considered both developmental and/or chronic in nature.

**AETNA HEALTH INC.
(MAINE)**

WORKERS' COMPENSATION AMENDMENT

Contract Holder Group Agreement Effective Date: January 1, 2010

The Aetna Health Inc. **Certificate** is hereby amended as follows:

The **Recovery Rights Related To Workers' Compensation** provision is hereby added to the **Certificate**:

RECOVERY RIGHTS RELATED TO WORKERS' COMPENSATION

If benefits are provided by **HMO** for Illness or Injuries to a **Member** and **HMO** determines the **Member** received Workers' Compensation benefits for the same incident that resulted in the illness or injuries, **HMO** has the right to recover as described below. "Workers' Compensation benefits" includes benefits paid in connection with a Workers' Compensation claim, whether paid by an employer directly, a Workers' Compensation insurance carrier, or any fund designed to provide compensation for Workers' Compensation claims.

The Recovery Rights will be applied as follows:

For Compensable Claims:

- a) The **HMO** may exercise its Recovery Rights against the provider in the event that the work-related injury is deemed compensable either by the Workers' Compensation carrier, an order of the Maine Workers' Compensation Board approving a settlement agreement; or by a final adjudication of the claim pursuant to Maine Workers' Compensation laws. In such case, the **HMO** may request that the provider rebill the Workers' Compensation carrier for medical treatment provided as a result of the compensable sickness or injury; or
- b) The **HMO** may exercise its Recovery Rights directly against the provider when the provider has previously been paid by the carrier directly, resulting in a duplicate payment; or
- c) The **HMO** may exercise its Recovery Rights directly against the Workers' Compensation carrier in an amount equal to the total benefits paid by the **HMO** for compensable work-related sickness or injury.

For Claims Paid by Means of Settlement or Compromise:

- d) The **HMO** may exercise its Recovery Rights against the **Member** when the disputed claim is paid in a lump sum by means of settlement or compromise; or
- e) The **HMO** may exercise its Recovery Rights against the Workers' Compensation carrier when the disputed claim is paid in a lump sum by means of settlement or compromise in an amount equal to the total benefits paid by the **HMO**.

By accepting benefits under this Plan, the **Member** and the **Member's** representatives further agree to:

- A. Comply with 02-031 Code of Maine Rules Chapter 530 Section 4 by pursuing any disputed claim against an employer/Workers' Compensation carrier through the mediation level established pursuant to 39A M.R.S.A. 153(6);

- B. Notify **HMO** promptly and in writing when notice is given to any party of the intention to investigate or pursue a claim to recover damages or obtain compensation due to work-related illness or injuries sustained by the **Member**;
- C. Cooperate with **HMO**, provide **HMO** with requested information, and do whatever is necessary to secure **HMO's** Recovery Rights under this **Certificate**;
- D. Pay from any recovery, settlement, judgment, or other source of compensation, any and all amounts due **HMO** as reimbursement for the full cost of all benefits associated with work-related illness or injuries provided by this Plan;
- E. Do nothing to prejudice **HMO's** rights as set forth above. This includes, but is not limited to, refraining from making any settlement or recovery which specifically attempts to reduce or exclude the full cost of all benefits paid by this Plan.

For those cases deemed compensable by a workers' compensation carrier or by the Workers' Compensation Board, no court costs or attorney fees may be deducted from **HMO's** recovery, and **HMO** is not required to pay or contribute to paying court costs or attorney's fees for the attorney hired by the **Member** to pursue the **Member's** claim or lawsuit against any Responsible Party without the prior express written consent of **HMO**. However, in those cases that resulted in a negotiated settlement, consideration would be given to a fair and equitable reduction for attorney fees. In the event the **Member** or the **Member's** representative fails to cooperate with **HMO**, the **Member** shall be responsible for all benefits provided by this plan in addition to costs and attorney's fees incurred by **HMO** in obtaining payment.

**AETNA HEALTH INC.
(MAINE)**

HOME HEALTH CARE AMENDMENT

Contract Holder Group Agreement Effective Date: January 1, 2010

Aetna Health Inc. **Certificate** is hereby amended as follows:

The Definitions of “**Custodial Care**”, “**Homebound Member**”, “**Skilled Care**” and “**Skilled Nursing Facility**” are hereby deleted and replaced with the following definitions:

- **Custodial Care.** Services and supplies that are primarily intended to help a **Member** meet their personal needs. Care can be **Custodial Care** even if it is prescribed by a **Physician**, delivered by trained medical personnel, or even if it involves artificial methods (or equipment) such as feeding tubes, monitors, or catheters. Examples of **Custodial Care** include, but are not limited to:
 1. Changing dressings and bandages, periodic turning and positioning in bed, administering oral medication, watching or protecting a **Member**.
 2. Care of a stable tracheostomy, including intermittent suctioning.
 3. Care of a stable colostomy/ileostomy.
 4. Care of stable gastrostomy/jejunostomy/nasogastric tube (intermittent or continuous) feedings.
 5. Care of a stable indwelling bladder catheter, including emptying/changing containers and clamping tubing.
 6. Respite care, adult (or child) day care, or convalescent care.
 7. Helping a **Member** perform an activity of daily living, such as: walking, grooming, bathing, dressing, getting in and out of bed, toileting, eating, or preparing food.
 8. Any services that an individual without medical or paramedical training can perform or be trained to perform.

- **Homebound Member.** A **Member** who is confined to their place of residence due to an illness or injury which makes leaving the home medically contraindicated or if the act of transport would be a serious risk to their life or health.

Examples where a **Member** would not be considered homebound are:

1. A **Member** who does not often travel from home because of feebleness and/or insecurity brought on by advanced age (or otherwise).
 2. A wheelchair bound **Member** who could safely be transported via wheelchair accessible transport.
- **Skilled Nursing.** Services that require the medical training of and are provided by a licensed nursing professional and are not **Custodial Care**.

- **Skilled Nursing Facility.** An institution or a distinct part of an institution that is licensed or approved under state or local law, and which is primarily engaged in providing **Skilled Nursing** care and related services for residents who require medical or nursing care, or rehabilitation services for the rehabilitation of injured, disabled, or sick persons. **Skilled Nursing Facility** does not include institutions which provide only minimal care, **Custodial Care** services, ambulatory or part-time care services, or institutions which primarily provide for the care and treatment of mental illness and substance abuse. The facility must qualify as a **Skilled Nursing Facility** under Medicare or as an institution accredited by the Joint Commission on Accreditation of Health Care Organizations, the Bureau of Hospitals of the American Osteopathic Association, the Commission on the Accreditation of Rehabilitative Facilities, or as otherwise determined by the health insurer to meet the reasonable standards applied by any of the aforesaid authorities. Examples of **Skilled Nursing Facilities** include Rehabilitation Hospitals (all levels of care, e.g. acute) and portions of a **Hospital** designated for Skilled or Rehabilitation services.

The **Home Health Benefits** provision under the Covered Benefits section of the **Certificate** is hereby deleted and replaced with the following:

Home Health Benefits.

The following services are covered for a **Homebound Member** when provided by a **Participating** home health care agency. Pre-authorization must be obtained from the **HMO** by the **Member's** attending **Participating Physician**. **HMO** shall not be required to provide home health benefits when **HMO** determines the treatment setting is not appropriate, or when there is a more cost effective setting in which to provide covered health care services. Coverage for **Home Health Services** is not determined by the availability of caregivers to perform the services; the absence of a person to perform a non-skilled or **Custodial Care** service does not cause the service to become covered. If the **Member** is a minor or an adult who is dependent upon others for non-skilled care (e.g. bathing, eating, toileting), coverage for **Home Health Services** will only be provided during times when there is a family member or caregiver present in the home to meet the **Member's** non-skilled needs. Coverage is subject to the maximum number of visits, if any, shown on the Schedule of Benefits.

Skilled Nursing services that require the medical training of and are provided by a licensed nursing professional are a covered benefit. Services must be provided during intermittent visits of 4 hours or less with a daily maximum of 3 visits. Up to 12 hours (3 visits) of continuous **Skilled Nursing** services per day within 30 days of an inpatient **Hospital** or **Skilled Nursing Facility** discharge may be covered, when all home health care criteria are met, for transition from the **Hospital** or **Skilled Nursing Facility** to home care. Services are subject to the limits, if any, listed in the Outpatient Home Health Visits section of the Schedule of Benefits.

Services of a home health aide are covered only when they are provided in conjunction with **Skilled Nursing** services and directly support the **Skilled Nursing**. Services must be provided during intermittent visits of 4 hours or less with a daily maximum of 3 visits. Services are subject to the limits, if any, listed in the Outpatient Home Health Visits section of the Schedule of Benefits.

Medical social services are covered only when they are provided in conjunction with **Skilled Nursing** services and must be provided by a qualified social worker.

Outpatient home health short-term physical, speech, or occupational therapy is covered when the above home health care criteria are met. Coverage is subject to the conditions and limits listed in the Outpatient Rehabilitation Benefit section of the **Certificate** and the Outpatient Rehabilitation section of the Schedule of Benefits.

The Private Duty Nursing exclusion under the Exclusions and Limitations section of the **Certificate** is hereby deleted and replaced with the following:

- Private Duty Nursing (*See the Home Health Benefits section regarding coverage of nursing services*).

The Exclusions and Limitations section of the **Certificate** is hereby amended to include the following:

- Nursing and home health aide services provided outside of the home (such as in conjunction with school, vacation, work or recreational activities).

**AETNA HEALTH INC.
MAINE**

CERTIFICATE OF COVERAGE AMENDMENT

Contract Holder Group Agreement Effective Date: January 1, 2010

The Definitions section of the **Certificate** is amended to add the following:

- **Self-injectable Drug(s)**. Prescription drugs that are intended to be self administered by injection to a specific part of the body to treat certain chronic medical conditions. An updated copy of the list of **Self-injectable Drugs** that are not **Covered Benefits** shall be available upon request by the **Member** or may be accessed at the **HMO** website, at www.aetna.com. The list is subject to change by **HMO** or an affiliate.

The Injectable Medications Benefits in the Covered Benefits section of the **Certificate** is hereby deleted and replaced with the following:

- **Injectable Medications Benefits.**

Injectable medications, except **Self-injectable Drugs** eligible for coverage under the Prescription Drug Rider, are a **Covered Benefit** when an oral alternative drug is not available, unless specifically excluded as described in the Exclusions and Limitations section of this **Certificate**. Medications must be prescribed by a **Provider** licensed to prescribe federal legend prescription drugs or medicines, and pre-authorized by **HMO**. If the drug therapy treatment is approved for self-administration, the **Member** is required to obtain covered medications at an **HMO Participating** pharmacy designated to fill injectable prescriptions.

Injectable drugs or medication used for the treatment of cancer or HIV are covered when the off-label use of the drug has not been approved by the FDA for that indication, provided that such drug is recognized for treatment of such indication in 1 of the standard reference compendia (the United States Pharmacopoeia Drug Information, the American Medical Association Drug Evaluations, or the American Hospital Formulary Service Drug Information) and the safety and effectiveness of use for this indication has been adequately demonstrated by at least 1 study published in a nationally recognized peer reviewed journal.

**AETNA HEALTH INC.
(MAINE)**

METHOD OF PAYMENT AMENDMENT

Contract Holder Group Agreement Effective Date: January 1, 2010

The Aetna Health Inc. **Certificate** is hereby amended as follows:

The Definitions Section of the **Certificate** is hereby amended such that the following definitions are added in their entirety as follows:

The Method of Payment Section of the **Certificate** is deleted and replaced in its entirety as follows:

METHOD OF PAYMENT

A **Member** will be entitled to **Covered Benefits** after the **Member** has satisfied the **Deductible** amount, if any, specified on the Schedule of Benefits. After satisfying the **Deductible**, the **Member** must pay any applicable **Copayment** for **Covered Benefits**. The **Copayments** for **Covered Benefits** to which the **Deductible** does not apply do not count towards satisfying the **Deductible**.

The Deductible.

The **Deductible** applies to each **Member**, subject to any family **Deductible**, if any, listed on the Schedule of Benefits. For purposes of the **Deductible**, "family" means the **Subscriber** and **Covered Dependents**. The **Deductible** must be satisfied once each **calendar year**, except for:

- the Common Accident Provision: if the **Deductible** applies to accident expenses and if 2 or more members of 1 family receive **Covered Benefits** because of disabilities resulting from injuries sustained in any 1 accident, the **Deductible** will be applied only once with respect to all **Covered Benefits** received as a result of the accident.

Covered Benefits applied toward satisfaction of the **Deductible** will be counted toward any applicable visit or day maximums for **Covered Benefits** under this **Certificate**.

Maximum Out-of-Pocket Limit.

If a **Member's Copayments**, plus the **Deductible**, reach the Maximum Out-of-Pocket Limit set forth on the **HMO** Schedule of Benefits, **HMO** will pay 100% of the contracted charges for **Covered Benefits** for the remainder of that **calendar year**, up to the Maximum Benefit, if any, listed on the Schedule of Benefits. **Covered Benefits** must be rendered to the **Member** during that **calendar year**.

Benefit Limitations.

HMO will provide coverage to **Members** up to the Maximum Benefit for all Services and Supplies, if any, set forth on the Schedule of Benefits.

Calculations; Determination of Benefits.

A **Member's** financial responsibility for the costs of services will be calculated on the basis of when the service or supply is provided, not when payment is made. Benefits will be pro-rated to account for treatment or portions of stays that occur in more than 1 **calendar year**. It is solely within the discretion of **HMO** to determine when benefits are covered under this **Certificate**.

All other terms and conditions of the **Certificate** shall remain in full force and effect except as amended herein.

**AETNA HEALTH INC.
(MAINE)**

HEARING AIDS AMENDMENT

Contract Holder Group Agreement Effective Date: January 1, 2010

The Aetna Health Inc. **Certificate of Coverage** is hereby amended as follows:

The following provision is added to the Covered Benefits section:

Hearing Aid Expenses

This Plan pays charges for the purchase of a hearing aid for each hearing-impaired ear for an individual who is under 19 years of age.

Hearing aid means a non-experimental, wearable instrument or device designed for the ear and offered for the purpose of aiding or compensating for impaired human hearing.

The hearing loss must be documented by a physician or audiologist licensed pursuant to Maine Title 32, chapter 77. The hearing aid must be purchased from a audiologist licensed pursuant to Maine Title 32, chapter 77 or a licensed hearing aid dealer licensed pursuant to Maine Title 32, chapter 23-A.

Limitations:

No benefits will be payable for a charge which is for:

- Batteries, cords and other assistive listening devices, including, but not limited to, frequency modulation systems.

The maximum benefit payable is limited to \$1,400 per hearing aid for each hearing-impaired ear every 36 months.

**AETNA HEALTH INC.
(MAINE)**

HIPAA SPECIAL ENROLLMENT/PORTABILITY AMENDMENT

Contract Holder Group Agreement Effective Date: January 1, 2010

The Aetna Health Inc. **Certificate** is amended as follows:

The **Special Enrollment Period** provision under the Eligibility and Enrollment section is deleted and replaced with the following:

6. Special Enrollment Period.

An eligible individual and eligible dependents may be enrolled during special enrollment periods. A special enrollment period may apply when an eligible individual or eligible dependent loses other health coverage or when an eligible individual acquires a new eligible dependent through marriage, birth, adoption or placement for adoption.

Special Enrollment Period for Certain Individuals Who Lose Other Health Coverage:

An eligible individual or an eligible dependent may be enrolled during a special enrollment period, if requirements a, b, c and d are met:

- a. the eligible individual or the eligible dependent was covered under another group health plan or other health insurance coverage when initially eligible for coverage under **HMO**;
- b. the eligible individual or eligible dependent previously declined coverage in writing under **HMO**;
- c. the eligible individual or eligible dependent loses coverage under the other group health plan or other health insurance coverage for 1 of the following reasons:
 - i. the other group health coverage is COBRA continuation coverage under another plan, and the COBRA continuation coverage under that other plan has since been exhausted; or
 - ii. the other coverage is a group health plan or other health insurance coverage, and the other coverage has been terminated as a result of loss of eligibility for the coverage or employer contributions towards the other coverage have been terminated.

Loss of eligibility includes the following:

- a loss of coverage as a result of legal separation, divorce or death;
- termination of employment;
- reduction in the number of hours of employment;
- any loss of eligibility after a period that is measured by reference to any of the foregoing;

- termination of **HMO** coverage due to **Member** action-movement outside of the **HMO**'s service area; and also the termination of health coverage including Non-**HMO**, due to plan termination.
- plan ceases to offer coverage to a group of similarly situated individuals;
- cessation of a dependent's status as an eligible dependent
- termination of benefit package

Loss of eligibility does not include a loss due to failure of the individual or the participant to pay **Premiums** on a timely basis or due to termination of coverage for cause as referenced in the Termination of Coverage section of this **Certificate**; and

- d. the eligible individual or eligible dependent enrolls within 30-31 days of the loss.

The **Effective Date of Coverage** will be the first day of the first calendar month following the date the completed request for enrollment is received.

The eligible individual or the eligible dependent enrolling during a special enrollment period will not be subject to late enrollment provisions, if any, described in this **Certificate**.

Special Enrollment Period When a New Eligible Dependent is Acquired:

When a new eligible dependent is acquired through marriage, birth, adoption or placement for adoption, the new eligible dependent (and, if not otherwise enrolled, the eligible individual and other eligible dependents) may be enrolled during a special enrollment period.

The special enrollment period is a period of 30-90 days, beginning on the date of the marriage, birth, adoption or placement for adoption (as the case may be). If a completed request for enrollment is made during that period, the **Effective Date of Coverage** will be:

- In the case of marriage, the first day of the first calendar month following the date the completed request for enrollment is received.
- In the case of a dependent's birth, adoption or placement for adoption, the date of such birth, adoption or placement for adoption.

The eligible individual or the eligible dependents enrolling during a special enrollment period will not be subject to late enrollment provisions, if any, described in this **Certificate**.

The Definition of "**Creditable Coverage**" is deleted and replaced with the following definition:

- **Creditable Coverage.** Coverage of the **Member** under a group health plan (including a governmental or church plan), a health insurance coverage (either group or individual insurance), Medicare, Medicaid, a military-sponsored health care (CHAMPUS), a program of the Indian Health Service, a State health benefits risk pool, the Federal Employees Health Benefits Program (FEHBP), a public health plan, including coverage received under a plan established or maintained by a foreign country or political subdivision as well as one established and maintained by the government of the United States, any health benefit plan under section 5(e) of the Peace Corps Act and the State Children's Health Insurance Program (S-Chip). **Creditable Coverage** does not

include coverage only for accident; Workers' Compensation or similar insurance; automobile medical payment insurance; coverage for on-site medical clinics; or limited-scope dental benefits, limited-scope vision benefits, or long-term care benefits that are provided in a separate policy.

**AETNA HEALTH INC.
(MAINE)**

CERTIFICATE OF COVERAGE AMENDMENT

Contract Holder Group Agreement Effective Date: January 1, 2010

The Aetna Health Inc. **HMO Certificate** is amended as follows:

The **Definitions** section of the **Certificate** is hereby amended to add the following:

Residential Treatment Facility – (Mental Disorders)

This is an institution that meets all of the following requirements:

- On-site licensed **Behavioral Health Provider** 24 hours per day/7 days a week.
- Provides a comprehensive patient assessment (preferably before admission, but at least upon admission).
- Is admitted by a **Physician**.
- Has access to necessary medical services 24 hours per day/7 days a week.
- Provides living arrangements that foster community living and peer interaction that are consistent with developmental needs.
- Offers group therapy sessions with at least an RN or Masters-Level Health Professional.
- Has the ability to involve family/support systems in therapy (required for children and adolescents; encouraged for adults).
- Provides access to at least weekly sessions with a **Psychiatrist** or psychologist for individual psychotherapy.
- Has peer oriented activities.
- Services are managed by a licensed **Behavioral Health Provider** who, while not needing to be individually contracted, needs to (1) meet the **HMO** credentialing criteria as an individual practitioner, and (2) function under the direction/supervision of a licensed psychiatrist (Medical Director).
- Has individualized active treatment plan directed toward the alleviation of the impairment that caused the admission.
- Provides a level of skilled intervention consistent with patient risk.
- Meets any and all applicable licensing standards established by the jurisdiction in which it is located.
- Is not a Wilderness Treatment Program or any such related or similar program, school and/or education service.

Residential Treatment Facility – (Alcoholism and Drug Abuse)

This is an institution that meets all of the following requirements:

- On-site licensed **Behavioral Health Provider** 24 hours per day/7 days a week
- Provides a comprehensive patient assessment (preferably before admission, but at least upon admission).
- Is admitted by a **Physician**.
- Has access to necessary medical services 24 hours per day/7 days a week.
- If the member requires detoxification services, must have the availability of on-site medical treatment 24 hours per day/7days a week, which must be actively supervised by an attending **Physician**.

- Provides living arrangements that foster community living and peer interaction that are consistent with developmental needs.
- Offers group therapy sessions with at least an RN or Masters-Level Health Professional.
- Has the ability to involve family/support systems in therapy (required for children and adolescents; encouraged for adults).
- Provides access to at least weekly sessions with a **Psychiatrist** or psychologist for individual psychotherapy.
- Has peer oriented activities.
- Services are managed by a licensed **Behavioral Health Provider** who, while not needing to be individually contracted, needs to (1) meet the **HMO** credentialing criteria as an individual practitioner, and (2) function under the direction/supervision of a licensed psychiatrist (Medical Director).
- Has individualized active treatment plan directed toward the alleviation of the impairment that caused the admission.
- Provides a level of skilled intervention consistent with patient risk.
- Meets any and all applicable licensing standards established by the jurisdiction in which it is located.
- Is not a Wilderness Treatment Program or any such related or similar program, school and/or education service.
- Ability to assess and recognize withdrawal complications that threaten life or bodily functions and to obtain needed services either on site or externally.
- 24-hours per day/7 days a week supervision by a **Physician** with evidence of close and frequent observation.
- On-site, licensed **Behavioral Health Provider**, medical or substance abuse professionals 24 hours per day/7 days a week.

**AETNA HEALTH INC.
(MAINE)**

CERTIFICATE OF COVERAGE AMENDMENT

Contract Holder Group Agreement Effective Date: January 1, 2010

The **Dependent Eligibility** section of the **Aetna Health Inc. HMO Certificate** is hereby amended to add the following:

Eligibility for Dependent Children Who Are Students

When enrollment in school on a full-time basis (as defined in the Certificate) is a requirement for continued eligibility for health insurance coverage, such requirement will be waived if a dependent child is unable to remain in school on a full-time basis due to a mental or physical illness or an accidental injury. However, such eligibility will cease at the age at which coverage for dependent children who are students would cease as defined in the Certificate. Aetna will have the right to require that the student provide written proof from a health care provider and the student's school that the student is no longer enrolled in school on a full-time basis due to a mental or physical illness or an accidental injury.

**AETNA HEALTH INC.
(MAINE)**

DISCOUNT PROGRAMS CERTIFICATE OF COVERAGE AMENDMENT

Contract Holder Group Agreement Effective Date: January 1, 2010

The Aetna Health Inc. **Certificate** is hereby amended as follows:

The Discount provision appearing in the General Provisions section of the **Certificate** is hereby deleted and replaced with the following:

Q. Additional Provisions:

1. Discount Arrangements: From time to time, **HMO** may offer, provide, or arrange for discount arrangements or special rates from certain service **Providers** such as pharmacies, optometrists, dentist, alternative medicine, wellness and healthy living providers to **Members** or persons who become **Members**. Some of these arrangements may be available through third parties who may make payments to **HMO** in exchange for making these services available. The third party service **Providers** are independent contractors and are solely responsible to **Members** for the provision of any such goods and/or services. **HMO** reserves the right to modify or discontinue such arrangements at any time. These discount arrangements do not constitute benefits provided under the **Group Agreement**. There are no benefits payable to **Members** nor does **HMO** compensate **Providers** for services they may render.

2. Incentives: In order to encourage **Members** to access certain medical services when deemed appropriate by the **Member**, in consultation with the **Member's Physician** or other service **Provider**, **HMO** may, from time to time, offer to waive or reduce a **Member's Copayment, Coinsurance**, and/or a **Deductible** otherwise required under this **Certificate** or offer coupons or other financial incentives. **HMO** has the right to determine the amount and duration of any waiver, reduction, coupon, or financial incentive and to limit the **Members** to whom these arrangements are available.

**AETNA HEALTH INC.
(MAINE)**

GENERAL PROVISIONS AMENDMENT

Contract Holder Group Agreement Effective Date: January 1, 2010

The Aetna Health Inc. **Certificate** is hereby amended as follows:

The Assignment of Benefits provision now appearing in Item D. of the **Certificate** Section entitled "General Provisions" is hereby deleted and replaced with the following.

D. **Assignment of Benefits.** All rights of the **Member** to receive benefits hereunder are personal to the **Member**. To the extent allowed by law, **HMO** may choose not to accept assignment to a provider including but not limited to an assignment of:

- The benefits due under the **Group Agreement**;
- The right to receive payments due under the **Group Agreement**; or
- Any claim the Member makes for damage resulting from a breach, or alleged breach, of the term of the **Group Agreement**.

HMO will notify the **Member** in writing, at the time it receives a claim, when an assignment of benefits to a health care **Provider** will not be accepted.

**AETNA HEALTH INC.
(MAINE)**

PHARMACY COPAYMENT AMENDMENT

Contract Holder Group Agreement Effective Date: January 1, 2010

The Aetna Health Inc. Prescription Plan Rider is hereby amended. The following provision is added to the **Copayments** section:

As to dollar **Copayment** amounts, if any: The **Copayment** will be the lesser of the **Copayment** specified in the Prescription Plan Rider and the **Participating Pharmacy's** usual and customary price of filling the prescription.

As to percentage **Copayment** amounts, if any: The **Copayment** will be based on the lesser of the **Contracted Rate** and the **Participating Pharmacy's** usual and customary price of filling the prescription.

**AETNA HEALTH INC.
(MAINE)**

INFANT FORMULA AMENDMENT

Contract Holder Group Agreement Effective Date: January 1, 2010

The Aetna Health Inc. **Certificate of Coverage** is hereby amended as follows:

The following provision is added to the Primary Care Physician Benefits subsection in the Covered Benefits section:

Amino Acid-Based Elemental Infant Formula

Amino acid-based elemental infant formula for children 2 years of age and under, regardless of the method of delivery of the formula, when a licensed physician has submitted documentation that the amino acid-based elemental infant formula is medically necessary health care as defined under Maine law, that the amino acid-based elemental infant formula is the predominant source of nutritional intake at a rate of 50% or greater and that other commercial infant formulas, including cow milk-based and soy milk-based formulas have been tried and have failed or are contraindicated. A licensed physician may be required to confirm and document ongoing medical necessity at least annually.

Such documentation includes when a licensed physician has diagnosed and through medical evaluation has documented one of the following conditions:

- Symptomatic allergic colitis or proctitis;
- Laboratory- or biopsy-proven allergic or eosinophilic gastroenteritis;
- A history of anaphylaxis;
- Gastroesophageal reflux disease that is nonresponsive to standard medical therapies;
- Severe vomiting or diarrhea resulting in clinically significant dehydration requiring treatment by a medical provider;
- Cystic fibrosis; or
- Malabsorption of cow milk-based or soy milk-based infant formula.

**AETNA HEALTH INC.
(MAINE)**

COLORECTAL CANCER SCREENING AMENDMENT

Contract Holder Group Agreement Effective Date: January 1, 2010

The Aetna Health Inc. **Certificate of Coverage** is hereby amended as follows:

The following provision is added to the Diagnostic Services Benefits subsection in the Covered Benefits section:

Colorectal cancer screening for asymptomatic individuals who are:

- 50 years of age or older; or
- Less than 50 years of age and at high risk for colorectal cancer according to the most recently published colorectal cancer screening guidelines of a national cancer society.

Colorectal cancer screening means a colorectal cancer examination and laboratory test (colonoscopy) recommended by a health care provider in accordance with the most recently published colorectal cancer screening guidelines of a national cancer society.

**AETNA HEALTH INC.
(MAINE)**

HIPAA/CHIPRA SPECIAL ENROLLMENT AMENDMENT

Contract Holder Group Agreement Effective Date: January 1, 2010

The Aetna Health Inc. **Certificate**, and/or any applicable amendment to the **Certificate** is hereby amended as follows:

The **Special Enrollment Period** provision under the Eligibility and Enrollment section is deleted and replaced with the following:

6. Special Enrollment Period.

An eligible individual and eligible dependents may be enrolled during a Special Enrollment Period. A Special Enrollment Period may apply when an eligible individual or eligible dependent loses other health coverage or when an eligible individual acquires a new eligible dependent through marriage, birth, adoption or placement for adoption.

Special Enrollment Period for Certain Individuals Who Lose Other Health Coverage:

An eligible individual or an eligible dependent may be enrolled during a Special Enrollment Period, if the following requirements, as applicable, are met:

- a. the eligible individual or the eligible dependent was covered under another group health plan or other health insurance coverage when initially eligible for coverage under **HMO**;
- b. the eligible individual or eligible dependent previously declined coverage in writing under **HMO**;
- c. the eligible individual or eligible dependent becomes eligible for State premium assistance in connection with coverage under **HMO**.
- d. the eligible individual or eligible dependent loses coverage under the other group health plan or other health insurance coverage for one of the following reasons:
 - i. the other group health coverage is COBRA continuation coverage under another plan, and the COBRA continuation coverage under that other plan has since been exhausted;
 - ii. the other coverage is a group health plan or other health insurance coverage, and the other coverage has been terminated as a result of loss of eligibility for the coverage or employer contributions towards the other coverage have been terminated; or
 - iii. the other health insurance coverage is Medicaid or an S-Chip plan and the eligible individual or eligible dependent no longer qualifies for such coverage.

Loss of eligibility includes the following:

- a loss of coverage as a result of legal separation, divorce or death;
- termination of employment;
- reduction in the number of hours of employment;
- any loss of eligibility after a period that is measured by reference to any of the foregoing;
- termination of **HMO** coverage due to **Member** action- movement outside of the **HMO's** service area; and also the termination of health coverage including **Non-HMO**, due to plan termination.

- plan ceases to offer coverage to a group of similarly situated individuals;
- cessation of a dependent's status as an eligible dependent
- termination of benefit package

Loss of eligibility does not include a loss due to failure of the individual or the participant to pay **Premiums** on a timely basis or due to termination of coverage for cause as referenced in the Termination of Coverage section of this **Certificate**.

To be enrolled in **HMO** during a Special Enrollment Period, the eligible individual or eligible dependent must enroll within:

- a. 31 days, beginning on the date of the eligible individual's or eligible dependent's loss of other group health plan or other health insurance coverage; or
- b. 60 days, beginning on the date the eligible individual or eligible dependent
 - (i) becomes eligible for premium assistance in connection with coverage under **HMO**, or
 - (ii) is no longer qualified for coverage under Medicaid or S-Chip.

The **Effective Date of Coverage** will be the first day of the first calendar month following the date the completed request for enrollment is received.

Special Enrollment Period When a New Eligible Dependent is Acquired:

When a new eligible dependent is acquired through marriage, birth, adoption or placement for adoption, the new eligible dependent (and, if not otherwise enrolled, the eligible individual and other eligible dependents) may be enrolled during a special enrollment period.

The special enrollment period is a period of 31 days, beginning on the date of the marriage, birth, adoption or placement for adoption (as the case may be). If a completed request for enrollment is made during that period, the **Effective Date of Coverage** will be:

- In the case of marriage, the first day of the first calendar month following the date the completed request for enrollment is received.
- In the case of a dependent's birth, adoption or placement for adoption, the date of such birth, adoption or placement for adoption.

The eligible individual or the eligible dependent enrolling during a special enrollment period will not be subject to late enrollment provisions, if any, described in this **Certificate**.

**AETNA HEALTH INC.
(MAINE)**

**AMENDMENT TO THE CERTIFICATE OF COVERAGE
CONTINUATION COVERAGE FOR DEPENDENT STUDENTS ON MEDICAL LEAVE OF ABSENCE**

Contract Holder Group Agreement Effective Date: January 1, 2010

The **HMO Certificate of Coverage** is hereby amended as follows:

The following sub-section "Continuation Coverage for Dependent Students on Medical Leave of Absence" is hereby added to the "Continuation and Conversion" section of the **Certificate**:

Continuation Coverage for Dependent Students on Medical Leave of Absence

If a **Member**, who is eligible for coverage and enrolled in **HMO** by reason of his or her status as a full-time student at a postsecondary educational institution, ceases to be eligible due to:

1. a medically necessary leave of absence from school; or
2. a change in his or her status as a full-time student,

resulting from a serious illness or injury, such **Member's** coverage under the **Group Agreement** and this **Certificate** may continue.

Any **Covered Dependent's** coverage provided under this continuation provision will cease upon the first to occur of the following events:

1. the end of the 12 month period following the first day of the dependent child's leave of absence from school, or change in his or her status as a full-time student;
2. the dependent child's coverage would otherwise end under the terms of this plan;
3. the **Contract Holder** discontinues dependent coverage under this plan; or
4. the **Subscriber** fails to make any required contributions toward the cost of this coverage.

To be eligible for this continuation, the dependent child must have been enrolled in this plan and attending school on a full-time basis immediately before the first day of the leave of absence or the change in his or her status as a full-time student.

In order to continue coverage for a dependent child under this provision, the **Subscriber** must notify the **Contract Holder** as soon as possible after the child's leave of absence begins or a change in full time student status occurs. **HMO** may require a written certification from the treating **physician** which states that the child is suffering from a serious illness or injury and that the resulting leave of absence (or other change in full-time student status) is medically necessary. If:

1. a dependent child's eligibility under a prior plan is a result of his or her status as a full-time student at a postsecondary educational institution; and
2. such dependent child is in a period of coverage continuation pursuant to a medically necessary leave of absence from school (or change in full-time student status); and
3. this plan provides coverage for eligible dependents;

coverage under **HMO** will continue uninterrupted as to such dependent child for the remainder of the continuation period as provided above.

All other terms and conditions of the **Group Agreement** and this **Certificate of Coverage** shall remain in full force and effect except as amended herein.

**AETNA HEALTH INC.
(MAINE)**

ENROLLMENT ENDORSEMENT

Contract Holder Group Agreement Effective Date: January 1, 2010

The Aetna Health Inc. **Certificate** is hereby amended as follows:

ELIGIBILITY AND ENROLLMENT

The Eligibility and Enrollment section of the **Certificate** is amended to include the following:

Employees will be permitted to enroll in **HMO** at any time during the year provided the circumstances surrounding the enrollment involve a "Life Event" occurrence and the enrollment form is received by **HMO** within 31 days of when the event occurs.

"Life Events" are limited to:

- a marriage or divorce of the employee;
- the death of the employee's spouse or a dependent;
- the birth, proposed adoption or adoption of a child of the employee;
- the termination or commencement of employment of the employee's spouse;
- the switching from part-time to full-time employment status or from full-time to part-time status by the employee or employee's spouse;
- the taking of an unpaid leave of absence of the employee or employee's spouse;
- a significant change in health coverage of employee or spouse attributable to spouse's employment.

**AETNA HEALTH INC.
(MAINE)**

DOMESTIC PARTNER RIDER

Certificate of Coverage **Group Agreement** Effective Date: January 1, 2010

The Domestic Partner rider for this contract is effective January 1, 2010

Subsection A.2.a of the Eligibility and Enrollment section of the **Certificate** is hereby deleted and replaced with the following:

Section B. 3. a. of The Eligibility; Effective Date of Coverage section of the Certificate of Coverage is hereby deleted and replaced with the following:

- a. The **Subscriber's** legal spouse or domestic partner of a **Subscriber** under this **Certificate**, and who, as of the date of enrollment (with respect to a domestic partner):
 - i. is a mentally competent adult;
 - ii. has a close, committed and monogamous personal relationship;
 - iii. has been sharing the same household on a continuous basis for at least 6 months;
 - iv. is not married to, or separated from, another individual;
 - v. demonstrates evidence of domestic partnership by submission of an affidavit of partnership, if requested, which shows documentation of:
 - a) common ownership of real property or a common leasehold interest in such property;
 - b) common ownership of joint personal property;
 - c) joint bank accounts or credit accounts; or
 - d) assignment of a durable power of attorney or health care power of attorney.

Subscriber may not enroll another individual as a domestic partner under an individual or group contract until 12 months after the termination of coverage for a prior domestic partner.

HMO may request documentation of any of the foregoing prior to commencing coverage for a domestic partner; or

AETNA HEALTH INC.
(MAINE)

PRESCRIPTION PLAN RIDER

Group Agreement Effective Date: January 1, 2010

HMO and **Contract Holder** agree to provide to **Members** the **HMO** Prescription Plan Rider, subject to the following provisions:

DEFINITIONS

The Definitions section of the **Certificate** is amended to include the following definitions:

- **Brand Name Prescription Drug(s).** Prescription drugs and insulin with a proprietary name assigned to it by the manufacturer or distributor and so indicated by MediSpan or any other similar publication designated by **HMO** or an affiliate. **Brand Name Prescription Drugs** do not include those drugs classified as **Generic Prescription Drugs** as defined below.
- **Contracted Rate.** The negotiated rate between **HMO** or an affiliate and the **Participating Retail or Mail Order Pharmacy**. This rate does not reflect or include any amount **HMO** or an affiliate may receive under a rebate arrangement between **HMO** or an affiliate and a drug manufacturer for any drugs, including any drugs on the **Drug Formulary**.
- **Drug Formulary.** A list of prescription drugs and insulin established by **HMO** or an affiliate, which includes both **Brand Name Prescription Drugs**, and **Generic Prescription Drugs**. This list is subject to periodic review and modification by **HMO** or an affiliate. A copy of the **Drug Formulary** will be available upon request by the **Member** or may be accessed at the pharmacy website, at www.aetna.com.
- **Drug Formulary Exclusions List.** A list of prescription drugs excluded from the **Drug Formulary**, subject to change from time to time at the sole discretion of **HMO**.
- **Generic Prescription Drug(s).** Prescription drugs and insulin, whether identified by their chemical, proprietary, or non-proprietary name, that are accepted by the U.S. Food and Drug Administration as therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient and so indicated by MediSpan or any other similar publication designated by **HMO** or an affiliate.
- **Maintenance Drug(s).** A listing of prescription drugs or medications established by **HMO** or an affiliate which is subject to periodic review and modification by **HMO** or an affiliate. The list consists of prescription drugs or medications that are taken for extended periods of time, and which do not vary frequently in terms of dosage (such as high blood pressure medication).
- **Non-Formulary Prescription Drug(s).** A product or drug not listed on the **Drug Formulary** which includes drugs listed on the **Drug Formulary Exclusions List**.
- **Participating Mail Order Pharmacy.** A pharmacy, which has contracted with **HMO** or an affiliate to provide covered outpatient prescription drugs or medicines, and insulin to **Members** by mail or other carrier.
- **Participating Retail Pharmacy.** A community pharmacy which has contracted with **HMO** or an affiliate to provide covered outpatient prescription drugs to **Members**.
- **Precertification Program.** For certain outpatient prescription drugs, prescribing **Physicians** must contact **HMO** or an affiliate to request and obtain coverage for such drugs. The list of drugs requiring

precertification is subject to change by **HMO** or an affiliate. An updated copy of the list of drugs requiring precertification shall be available upon request by the **Member** or may be accessed at the pharmacy website, at www.aetna.com.

- **Step Therapy Program.** A form of precertification under which certain prescription drugs will be excluded from coverage, unless a first-line therapy drug(s) is used first by the **Member**. The list of step therapy drugs is subject to change by **HMO** or an affiliate. An updated copy of the list of drugs subject to step therapy shall be available upon request by the **Member** or may be accessed at the pharmacy website, at www.aetna.com.

COVERED BENEFITS

The Covered Benefits section of the **Certificate** is amended to add the following provision:

A. Outpatient Prescription Drug Open Formulary Benefit

Medically Necessary outpatient prescription drugs and insulin are covered when prescribed by a **Provider** licensed to prescribe federal legend prescription drugs or medicines subject to the terms, **HMO** policies, Exclusions and Limitations section described in this rider and the **Certificate**. Coverage is based on **HMO's** or an affiliate's determination if a prescription drug is covered. Some items are covered only with pre-authorization from **HMO**. Items covered by this rider are subject to drug utilization review by **HMO** and/or **Member's Participating Provider** and/or **Member's Participating Retail or Mail Order Pharmacy**.

- B.** Each prescription is limited to a maximum 90 day supply when filled by the **Participating Retail or Mail Order Pharmacy** designated by **HMO**. Except in an emergency or **Urgent Care** situation, or when the **Member** is traveling outside the **HMO Service Area**, prescriptions must be filled at a **Participating Retail or Mail Order Pharmacy**. Coverage of prescription drugs may, in **HMO's** sole discretion, be subject to **Precertification**, the **Step Therapy Program** or other **HMO** requirements or limitations.

- C.** FDA approved prescription drugs are covered when the off-label use of the drug has not been approved by the FDA for that indication, including the treatment of cancer, HIV and AIDS, provided that such drug is recognized for treatment of such indication in one of the standard reference compendia (the United States Pharmacopoeia Drug Information, the American Medical Association Drug Evaluations, or the American Hospital Formulary Service Drug Information), or the safety and effectiveness of use for this indication has been adequately demonstrated by at least one study published in a nationally recognized peer reviewed journal. Coverage of off label use of these drugs may, in **HMO's** sole discretion, be subject to **Precertification Program**, the **Step Therapy Program** or other **HMO** requirements or limitations.

- D. Emergency Prescriptions** - Emergency prescriptions are covered subject to the following terms:

When a **Member** needs a prescription filled in an emergency or **Urgent Care** situation, or when the **Member** is traveling outside of the **HMO Service Area**, **HMO** will reimburse the **Member** as described below.

When a **Member** obtains an emergency or out-of-area **Urgent Care** prescription at a non-**Participating Retail Pharmacy**, **Member** must directly pay the pharmacy in full for the cost of the prescription. **Member** is responsible for submitting a request for reimbursement in writing to **HMO** with a receipt for the cost of the prescription. Reimbursement requests are subject to professional review by **HMO** to determine if the event meets **HMO's** requirements. Upon approval of the claim, **HMO** will directly reimburse the **Member** 100% of the cost of the prescription, less the applicable **Copayment** specified below and any **Brand Name Prescription Drug** cost differentials as applicable. Coverage for items obtained from a non-**Participating** pharmacy is limited to items obtained in connection with covered emergency and out-of-area **Urgent Care** services. **Members** must access a **Participating Retail Pharmacy** for **Urgent Care** prescriptions inside the **HMO Service Area**.

When a **Member** obtains an emergency or **Urgent Care** prescription at any **Participating Retail Pharmacy**, including an out-of-area **Participating Retail Pharmacy**, **Member** will pay to the **Participating Retail Pharmacy** the **Copayment(s)**, plus the **Brand Name Prescription Drug** cost differentials where applicable and as described below. **Members** are required to present their ID card at the time the prescription is filled. Emergency or **Urgent Care** prescriptions submitted as a direct reimbursement request from a **Member** for a prescription purchased at a **Participating Retail Pharmacy** will be reimbursed at the **Participating Retail Pharmacy's Contracted Rate**, less the applicable **Copayment**. **Members** must access a **Participating Retail Pharmacy** for **Urgent Care** prescriptions inside the **HMO Service Area**.

E. **Mail Order Prescription Drugs.** Subject to the terms and limitations set forth in this rider, **Medically Necessary** outpatient prescription drugs are covered when dispensed by the **Participating Mail Order Pharmacy** designated by **HMO** and when prescribed by a **Provider** licensed to prescribe federal legend prescription drugs. Outpatient prescription drugs will not be covered if dispensed by a **Participating Mail Order Pharmacy** in quantities that are less than a 31 day supply or more than a 90 day supply (if the **Provider** prescribes such amounts).

F. **Additional Benefits.**

The following prescription drugs, medicines, and supplies are also covered subject to the terms described in this rider:

- **Diabetic Supplies.**

The following diabetic supplies are covered if **Medically Necessary** upon prescription or upon **Physician's** order only at a **Participating Retail** or **Mail Order Pharmacy**; the **Member** must pay applicable **Copayments** as described in the **Copayments** section below.

1. Diabetic needles/syringes.
2. Test strips for glucose monitoring and/or visual reading.
3. Diabetic test agents.
4. Lancets/lancing devices.
5. Alcohol swabs.

- **Contraceptives.**

The following contraceptives and contraceptive devices are covered upon prescription or upon the **Participating Physician's** order only at a **Participating Retail** or **Mail Order Pharmacy**:

1. Oral Contraceptives.
2. Diaphragms, 1 per 365 consecutive day period.
3. Injectable contraceptives, the prescription plan **Copayment** applies for each vial up to a maximum of 5 vials per calendar year.
4. Contraceptive patches
5. Contraceptive rings
6. Norplant and IUDs are covered when obtained from a **Participating Physician**. The **Participating Physician** will provide insertion and removal of the device. An office visit **Copayment** will apply, if any. A **Copayment** for the contraceptive device may also apply.

Coverage is not provided if your employer is a religious organization that has elected not to provide coverage for contraceptive services or treatment.

G. **Copayments:**

Member is responsible for the **Copayments** specified in this rider. The **Copayment**, if any, is payable directly to the **Participating Retail** or **Mail Order Pharmacy** for each prescription or refill at the time the prescription or refill is dispensed. If the **Member** obtains more than a 30 day supply of prescription drugs or medicines at the **Participating Retail** or **Mail Order Pharmacy**, not to exceed a 90 day supply, 2 **Copayments** are payable for supply dispensed. The **Copayment** does not apply to the Maximum Out-of-Pocket Limit shown in the Schedule of Benefits for the medical plan, if any.

Prescription Drug/Medicine Quantity	Generic Formulary Prescription Drugs	Brand Name Formulary Prescription Drugs	Non-Formulary Prescription Drugs
Less than a 31 day supply	\$10	\$25	\$40

EXCLUSIONS AND LIMITATIONS

The Exclusions and Limitations section of the **Certificate** is amended to include the following exclusions and limitations:

A. Exclusions.

Unless specifically covered under this rider, the following are not covered:

1. Any drug which does not, by federal or state law, require a prescription order (i.e., an over-the-counter (OTC) drug) or for which an equivalent over-the-counter product in strength, is available even when a prescription is written, unless otherwise covered by **HMO**.
2. Any drug determined not to be **Medically Necessary** for the treatment of disease or injury unless otherwise covered under this rider.
3. Any charges for the administration or injection of prescription drugs or injectable insulin and other injectable drugs covered by **HMO**.
4. Cosmetic or any drugs used for cosmetic purposes or to promote hair growth, including but not limited to health and beauty aids.
5. Insulin pumps or tubing or other ancillary equipment and supplies for insulin pumps.
6. Needles and syringes, not including diabetic needles and syringes.
7. Any medication which is consumed or administered at the place where it is dispensed, or while a **Member** is in a **Hospital**, or similar facility; or take home prescriptions dispensed from a **Hospital** pharmacy upon discharge, unless the pharmacy is a **Participating Retail Pharmacy**.
8. Immunization or immunological agents, including but not limited to, biological sera, blood, blood plasma or other blood products administered on an outpatient basis, allergy sera and testing materials.
9. Drugs used for the purpose of weight reduction (e.g., appetite suppressants), including the treatment of obesity.
10. Any refill in excess of the amount specified by the prescription order. Before recognizing charges, **HMO** may require a new prescription or evidence as to need, if a prescription or refill appears excessive under accepted medical practice standards.
11. Any refill dispensed more than 1 year from the date the latest prescription order was written, or as otherwise permitted by applicable law of the jurisdiction in which the drug is dispensed.
12. Drugs prescribed for uses other than uses approved by the Food and Drug Administration (FDA) under the Federal Food, Drug and Cosmetic Law and regulations, or any drug labeled "Caution: Limited by Federal Law to Investigational Use", or experimental drugs except as otherwise covered under this rider.
13. Medical supplies, devices and equipment and non-medical supplies or substances regardless of their intended use, including but not limited to wound dressings, home test kits, blood pressure kits and **Durable Medical Equipment**.
14. Test agents and devices, not including diabetic test agents.
15. Injectable drugs used for the purpose of treating **Infertility**, unless otherwise covered by **HMO**.

16. Injectable drugs, except for insulin.
17. Oral and implantable contraceptives and contraceptive devices, unless otherwise covered under this rider.
18. Prescription orders filled prior to the effective date or after the termination date of the coverage provided by this rider.
19. Replacement for lost or stolen prescriptions.
20. Performance, athletic performance or lifestyle enhancement drugs and supplies.
21. Drugs and supplies when not indicated or prescribed for a medical condition as determined by **HMO** or otherwise specifically covered under this rider or the medical plan.
22. Drugs dispensed by other than a **Participating Retail** or **Mail Order Pharmacy**, except as **Medically Necessary** for treatment of an emergency or **Urgent Care** condition.
23. Medication packaged in unit dose form. (Except those products approved for payment by **HMO**).
24. Prophylactic drugs for travel.
25. Drugs recently approved by the FDA, but which have not yet been reviewed by the Aetna Health Inc. Pharmacy Management Department and Therapeutics Committee.
26. Drugs for the convenience of **Members** or for preventive purposes.
27. Drugs listed on the **Formulary Exclusions List** unless otherwise covered through a medical exception as described in this rider or unless otherwise covered under this rider.
28. Sildenafil citrate, phentolamine, apomorphine and alprostadil in oral, injectable and topical (including but not limited to gels, creams, ointments and patches) forms or any other form used internally or externally. Any prescription drug in oral, topical or any other form that is in a similar or identical class, has a similar or identical mode of action or exhibits similar or identical outcomes unless otherwise covered under this rider.
29. Nutritional supplements.
30. Smoking cessation aids or drugs.
31. Growth hormones.

B. Limitations:

1. A **Participating Retail** or **Mail Order Pharmacy** may refuse to fill a prescription order or refill when in the professional judgment of the pharmacist the prescription should not be filled.
2. Non-emergency and non-**Urgent Care** prescriptions will be covered only when filled at a **Participating Retail Pharmacy** or the **Participating Mail Order Pharmacy**. **Members** are required to present their ID card at the time the prescription is filled. A **Member** who fails to verify coverage by presenting the ID card will not be entitled to direct reimbursement from **HMO**, and **Member** will be responsible for the entire cost of the prescription. Refer to the **Certificate** for a description of emergency and **Urgent Care** coverage. **HMO** will not reimburse **Members** for out-of-pocket expenses for prescriptions purchased from a **Participating Retail Pharmacy; Participating Mail Order Pharmacy** or a non-**Participating Retail** or **Mail Order Pharmacy** in non-emergency, non-**Urgent Care** situations. **HMO** retains the right to review all requests for reimbursement and make reimbursement determinations subject to the Grievance Procedure section of the **Certificate**.
3. **HMO** is not responsible for the cost of any prescription drug for which the actual charge to the **Member** is less than the required **Copayment** or payment which applies to the **Prescription Drug Deductible Amount**, if any, or for any drug for which no charge is made to the recipient.
4. **Member** will be charged the **Non-Formulary Prescription Drug Copayment** for prescription drugs covered on an exception basis.
5. The Continuation and Conversion section of the **Certificate**, if any, is hereby amended to include the following provision: The conversion privilege does not apply to the **HMO** Prescription Plan.

AETNA HEALTH INC.
MAINE

AMENDMENT TO THE PRESCRIPTION PLAN RIDER

Contract Holder Group Agreement Effective Date: January 1, 2010

The Aetna Health Inc. Prescription Plan Rider is hereby amended as follows:

The Definition of “**Contracted Rate**”, appearing in the Definitions section of the Prescription Drug Rider is hereby deleted and, all references to “**Contracted Rate**” are replaced by “**Negotiated Charge**” and the following definition is added to the Definitions section of the Prescription Drug Rider:

- **Negotiated Charge.** The compensation amount negotiated between **HMO** or an affiliate and a **Participating Retail Pharmacy, Participating Mail Order Pharmacy, or Specialty Pharmacy Network** pharmacy for **Medically Necessary** outpatient prescription drugs and insulin dispensed to a **Member** and covered under the **Member’s** benefit plan. This negotiated compensation amount does not reflect or include any amount **HMO** or an affiliate may receive under a rebate arrangement between **HMO** or an affiliate and a drug manufacturer for any drug, including drugs on the **Drug Formulary**.

The Definitions section of the Prescription Plan Rider is amended to add the following:

- **Self-injectable Drug(s).** Prescription drugs that are intended to be self administered by injection to a specific part of the body to treat certain chronic medical conditions. An updated copy of the list of covered **Self-injectable Drugs**, designated by **HMO** as eligible for coverage under this amendment, shall be available upon request by the **Member** or may be accessed at the **HMO** website, at www.aetna.com. The list is subject to change by **HMO** or an affiliate.
- **Specialty Pharmacy Network.** A network of **Participating** pharmacies designated to fill **Self-injectable Drugs** prescriptions.

The Additional Benefits section of the Prescription Plan Rider is amended to include the following benefits:

- **Self-injectable Drugs.**

Self-injectable Drugs, eligible for coverage under this amendment, are covered when prescribed by a **Provider** licensed to prescribe federal legend prescription drugs or medicines. The initial prescription must be filled at a **Participating Retail Pharmacy, Participating Mail Order Pharmacy or Specialty Pharmacy Network** pharmacy. All refills must be filled by a **Participating Mail Order Pharmacy or Specialty Pharmacy Network** pharmacy. Coverage of **Self-injectable Drugs** may, in **HMO’s** sole discretion, be subject to the **Precertification Program**, the **Step Therapy Program** or other **HMO** requirements or limitations.

Food and Drug Administration (FDA) approved **Self-injectable Drugs**, eligible for coverage under this amendment, are covered when the off-label use of the drug has not been approved by the FDA for that indication, provided that such drug is recognized for treatment of such indication in one of the standard reference compendia (the United States Pharmacopoeia Drug Information, the American Medical Association Drug Evaluations, or the American Hospital Formulary Service Drug Information), or the safety and effectiveness of use for this indication has been adequately demonstrated by at least one study published in a nationally recognized peer-reviewed journal. Coverage of off-label use of these drugs may, in **HMO’s** sole discretion, be subject to the **Precertification Program**, the **Step Therapy Program** or other **HMO** requirements or limitations.

Member is responsible for the payment of the applicable **Copayment** for each prescription or refill. The **Copayment** is specified in the Prescription Plan Rider.

The exclusion for Injectable drugs, except for insulin in the Exclusions and Limitations section of the Prescription Plan Rider is hereby deleted and replaced with the following:

- Injectable drugs, except for insulin and **Self-injectable Drugs**.

Coverage is subject to the terms and conditions of the **Certificate**.

AETNA HEALTH INC.
(MAINE)

SCHEDULE OF BENEFITS

FLEX MEDICAL PLAN

President And Trustees Of Bates College

Contract Holder Group Agreement Effective Date: January 1, 2010

Contract Holder Number: 396015

Contract Holder Locations: 001

Contract Holder Service Areas: ME01

<u>Benefit</u>	BENEFITS	<u>Deductible/Maximums</u>
Deductible Amount		\$500 per Member per calendar year \$1,000 per family per calendar year
The family Deductible is a cumulative Deductible for all family Members .		
The Deductible may not apply to certain Covered Benefits . If the Deductible does not apply to a Covered Benefit , the Member's Copayment for that Covered Benefit will not count toward satisfying the Deductible Amount.		
Maximum Out-of-Pocket Limit		\$1,500 per Member per calendar year \$3,000 per family per calendar year
The family Maximum Out-of-Pocket Limit is a cumulative Maximum Out-of-Pocket Limit for all family members.		
Member must demonstrate the Coinsurance/Copayments that have been paid during the year.		
Maximum Benefit		Unlimited per Member per lifetime

OUTPATIENT BENEFITS

<u>Benefit</u>	<u>Copayment</u>
Primary Care Physician Office Visit	
Adult Physical Examination	\$20 per visit

Member is not responsible for more than the contracted rate for Preferred providers.

Well Child Physical Examination including Immunizations	\$20 per visit
Office Hours Visits	\$20 per visit
After Hours and Home Visits	\$25 per visit
Metabolic Formula For Members with inborn errors of metabolism \$3,000 per calendar year	\$0 per prescription or refill.
Specialist Physician Services Office Visits	\$25 per visit
Outpatient Rehabilitation Benefits 60 visits per calendar year	\$25 per visit
First Prenatal Visit	\$25
Routine Gynecological Exam(s) 1 visit(s) per 365 day period	\$25 per visit
Outpatient Facility Visits	\$25 per visit
Diagnostic X-Ray Testing	\$0 per visit
Complex Imaging Services, including, but not limited to: Magnetic Resonance Imaging (MRI); Computerized Axial Tomography (CAT); and Positron Emission Tomography (PET)	\$50 per visit
Mammography Screening	\$25 per visit
Diagnostic Mammography	\$25 per visit
Diagnostic Laboratory Testing	\$0 per visit
Outpatient Radiation Therapy and Chemotherapy	\$25 per visit

Member is not responsible for more than the contracted rate for Preferred providers.

Outpatient Emergency Services Hospital Emergency Room, Urgent Care Facility, or Outpatient Department	\$100 per visit
Copayment or Copayment percentage waived if Member is admitted to the Hospital.	
Ambulance	\$0 per trip
Outpatient Mental Health Visits Biologically-Based Mental Illness Coverage for treatment of Biologically-Based Mental Illness will be treated the same as any other illness.	\$25 per visit
Outpatient Mental Health Visits Non-Biologically-Based Mental Illness Unlimited visits per calendar year	\$25 per visit
Outpatient Substance Abuse Visits Detoxification	\$25 per visit/day
Outpatient Substance Abuse Visits Rehabilitation: Unlimited visits per calendar year	\$25 per visit/day
Outpatient Surgery	20% (of the contracted rate) after Deductible per visit The Copayment percentage and Deductible apply to all Covered Benefits incurred during a Member's outpatient surgery.
Outpatient Home Health Visits Limited to 3 intermittent visit(s) per day provided by a Participating home health care agency; 1 visit equals a period of 4 hours or less. Unlimited visits per calendar year. Copayments may not exceed \$50 per day.	\$0 per visit
Outpatient Hospice Care Visits	\$0 per visit
Injectable Medications	\$20 per visit or per prescription or refill
Chiropractic Benefits 36 visits per calendar year	\$25 per visit
Durable Medical Equipment (DME)	\$0 per item; Member cost-sharing shall not exceed 50% of the contracted rate.
DME Maximum Benefit	Unlimited per Member, per calendar year

Member is not responsible for more than the contracted rate for Preferred providers.

INPATIENT BENEFITS

<u>Benefit</u>	<u>Copayment</u>
Acute Care	20% (of the contracted rate) after Deductible per admission
	The Copayment percentage and Deductible apply to all Covered Benefits incurred during a Member's inpatient stay.
Mental Health	
Biologically-Based Mental Illness Coverage for treatment of Biologically-Based mental illness will be treated the same as any other illness.	20% (of the contracted rate) after Deductible per admission
	The Copayment percentage and Deductible apply to all Covered Benefits incurred during a Member's inpatient stay.
Non-Biologically-Based Mental Illness Maximum of Unlimited days per calendar year	20% (of the contracted rate) after Deductible per admission
	The Copayment percentage and Deductible apply to all Covered Benefits incurred during a Member's inpatient stay.
Substance Abuse Detoxification	20% (of the contracted rate) after Deductible per admission
	The Copayment percentage and Deductible apply to all Covered Benefits incurred during a Member's inpatient stay.
Substance Abuse Rehabilitation: Maximum of Unlimited days per 365 day period	20% (of the contracted rate) after Deductible per admission
	The Copayment percentage and Deductible apply to all Covered Benefits incurred during a Member's inpatient stay.
Maternity	20% (of the contracted rate) after Deductible per admission

Member is not responsible for more than the contracted rate for Preferred providers.

The Copayment percentage and Deductible apply to all Covered Benefits incurred during a Member's inpatient stay.

Skilled Nursing Facility

Maximum of 100 days per calendar year

20% (of the contracted rate) after Deductible per admission

The Copayment percentage and Deductible apply to all Covered Benefits incurred during a Member's inpatient stay.

Hospice Care

20% (of the contracted rate) after Deductible per admission

The Copayment percentage and Deductible apply to all Covered Benefits incurred during a Member's inpatient stay.

OPTIONAL BENEFITS

<u>Benefit</u>	<u>Copayment</u>
Eye Examination by a Specialist (including refraction) as per schedule in the Certificate	\$25 per visit
Subscriber Eligibility:	All active full-time and part time employees of the Contract Holder who regularly work at least the minimum number of hours per week as defined by the Contract Holder and agreed to by HMO . Eligible for benefits 1st of the month after 1 full calendar month of service from the date of hire.
Dependent Eligibility:	A dependent unmarried child as described in the Eligibility and Enrollment section of the Certificate who is: i. under 19 years of age; or ii. under 25 years of age, dependent on a parent or guardian Member , and attending a recognized college or university, trade or secondary school on a full-time basis; or iii. chiefly dependent upon the Subscriber for support and maintenance, and is 19 years of age or older but incapable of self-support due to mental or physical incapacity, either of which commenced prior to: 19, or if a student, 25.

Member is not responsible for more than the contracted rate for Preferred providers.

Termination of Coverage:

Coverage of the **Subscriber** and the **Subscriber's** dependents who are **Members**, if any, will terminate on the earlier of the date the **Group Agreement** terminates or on the next **Premium** due date following the date on which the **Subscriber** ceased to meet the eligibility requirements.

Coverage of **Covered Dependents** will cease on the next **Premium** due date following the date on which the dependent ceased to meet the eligibility requirements.

Member is not responsible for more than the contracted rate for Preferred providers.

General Plan Information (HMO)

Plan Name: Bates College HMO Medical Plan

Type of Plan: A group medical plan

Plan Year: January 1 – December 31

Plan Number: 526

Type of Plan Administration: This plan is fully insured. Benefits are provided under a group insurance contract entered into between Bates College and Aetna (the Insurance Company). Claims for benefits are sent to the Insurance Company, not Bates College.

Funding Medium: Insurance premiums for employees and their families are paid in part by the Plan Sponsor out of its general assets, and in part by employees' payroll deductions. The Plan Sponsor pays a portion of employee premiums and a portion of the dependent premiums.

Plan Sponsor: Bates College
215 College Street
Lewiston, ME 04240
Telephone: 207-786-6140

Plan Sponsor's Employer Identification Number: 01-0211781

Insurance Company: Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156

Plan Administrator: Bates College
215 College Street
Lewiston, ME 04240
Telephone: 207-786-6140
Attention: Human Resources

Named Fiduciary: Bates College
215 College Street
Lewiston, ME 04240
Telephone: 207-786-6140

Agent for Service of Legal Process: Bates College
215 College Street
Lewiston, ME 04240
Telephone: 207-786-6140

Service of legal process may also be made on the Plan Administrator.

This information is intended to supplement your plan booklet/certificate. In the event of a discrepancy, the plan document and/or governing State or Federal law will prevail.

Statement of ERISA Rights

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites, all documents governing the plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series), if any, filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration. Obtain, on written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies. Receive a summary of the Plan's annual financial report, if any is required by ERISA to be prepared. The Plan Administrator is required by law to furnish each participant with a copy of any required summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties on the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a plan benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report (if any) from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA or HIPAA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

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