

MEDICA®

MEDICA CHOICE PASSPORT  
MN

CERTIFICATE OF COVERAGE

MEDICA CHOICE PASSPORT MN 2600-25% HSA

BPL #52157

DOC #36933

## Discrimination is Against the Law

Medica complies with applicable Federal civil rights laws and will not discriminate against any person on the basis of race, color, national origin, age, disability, or sex. Medica:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as: TTYcommunication and written information in other formats (large print, audio, other formats)
- Provides free language services to people whose primary language is not English, such as: Qualified interpreters and information written in other languages.

If you need these services, call the number included in this document or on the back of your Medica ID card. If you believe that Medica has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex,

you can file a grievance with:

Lori Braegelman, Civil Rights Coordinator, Mail Route CP250, PO Box 9310, Minneapolis, MN 55443-9310, 952-992-3422 (phone/fax), TTY 711, lori.braegelman@medica.com.

You can file a grievance in person or by mail, fax, or email. You may also contact the Civil Rights Coordinator if you need assistance with filing a complaint.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf> or by mail or phone at: U.S. Department of Health and Human Services 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201, 1-800-368-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

If you want free help translating this information, call the number included in this document or on the back of your Medica ID card.

Si desea asistencia gratuita para traducir esta información, llame al número que figura en este documento o en la parte posterior de su tarjeta de identificación de Medica.

Yog koj xav tau kev pab dawb kom txhais daim ntawv no, hu rau tus xov tooj nyob hauv daim ntawv no los yog nyob nraum qab ntawm koj daim npav Medica ID.

如果您需要免費翻譯此資訊，請致電本文檔中或者在您的 Medica ID卡背面包含的號碼。

Nếu quý vị muốn trợ giúp dịch thông tin này miễn phí, hãy gọi vào số có trong tài liệu này hoặc ở mặt sau thẻ ID Medica của quý vị.

Odeeffannoo kana gargaarsa tolaan akka isinii hiikamu yoo barbaaddan, lakkoobsa barruu kana keessatti argamu ykn ka dugda kaardii Waraqaa Eenyummaa Medica irra jiruun bilbila'a.

إذا كنت تريد مساعدة مجانية في ترجمة هذه المعلومات، فاتصل على الرقم الوارد في هذه الوثيقة أو على ظهر بطاقة تعريف ميديكا الخاصة بك.

Если Вы хотите получить бесплатную помощь в переводе этой информации, позвоните по номеру телефона, указанному в данном документе и на обратной стороне Вашей идентификационной карты Medica.

ຖ້າທ່ານຕ້ອງການຄວາມຊ່ວຍເຫຼືອໃນການແປຂໍ້ມູນນີ້ຟຣີ, ໃຫ້ໂທຫາເລກໝາຍທີ່ມີຢູ່ໃນເອກະສານນີ້ ຫຼື ຢູ່ດ້ານຫຼັງຂອງບັດ Medica ຂອງທ່ານ.

이 정보를 번역하는 데 무료로 도움을 받고 싶으시면, 이 문서에 포함된 전화번호나 Medica ID 카드 뒷면의 전화번호로 전화하십시오.

Si vous voulez une assistance gratuite pour traduire ces informations, appelez le numéro indiqué dans ce document ou au dos de votre carte d'identification Medica.

ຖ້າທ່ານຕ້ອງການຄວາມຊ່ວຍເຫຼືອໃນການແປຂໍ້ມູນນີ້ຟຣີ, ຫາກທ່ານມີບັດ Medica ທີ່ມີເລກໝາຍຢູ່ດ້ານຫຼັງຂອງບັດ, ຫາກທ່ານມີເລກໝາຍຢູ່ດ້ານຫຼັງຂອງບັດ Medica ທີ່ມີເລກໝາຍຢູ່ດ້ານຫຼັງຂອງບັດ.

Kung nais mo ng libreng tulong sa pagsasalín ng impormasyong ito, tawagan ang numero na kasama sa dokumentong ito o sa likod ng iyong Kard ng Medica ID.

ຖ້າທ່ານຕ້ອງການຄວາມຊ່ວຍເຫຼືອໃນການແປຂໍ້ມູນນີ້ຟຣີ, ຫາກທ່ານມີບັດ Medica ທີ່ມີເລກໝາຍຢູ່ດ້ານຫຼັງຂອງບັດ, ຫາກທ່ານມີເລກໝາຍຢູ່ດ້ານຫຼັງຂອງບັດ.

Ako želite besplatnu pomoć za prijevod ovih informacija, nazovite broj naveden u ovom dokumentu ili na poleđini svoje ID kartice Medica.

Dii t'áá jiik'e shá ata' hodoonih nínizingo éi ninaaltsoos Medica bee néiho' d'ilzinígí bine' déé' námboo biká'ígíj'í' bécsh bee hodíilnih.

Wenn Sie bei der Übersetzung dieser Informationen kostenlose Hilfe in Anspruch nehmen möchten, rufen Sie bitte die in diesem Dokument oder auf der Rückseite Ihrer Medica-ID-Karte angegebene Nummer an.

# MEDICA CUSTOMER SERVICE

Minneapolis/St. Paul  
Metro Area:  
(952) 945-8000

Outside the Metro Area:  
1-800-952-3455

TTY Users: National  
Relay Center: 711 then  
ask them to dial Medica  
at 1-800-952-3455

Find more information about your benefits by logging on to [mymedica.com](http://mymedica.com).

## **Welcome!**

We're glad you're a Medica member. Health insurance can be complicated. The information found in the pages of this Certificate of Coverage can help you better understand your coverage and how it works.

You may need to reference multiple sections to get a complete picture of your coverage and what you will pay when you receive care. If you have more than one service during a visit, you may pay a separate copayment or coinsurance for each service. The most specific section of this certificate will apply. Use the **Where to Find It** section to learn about related benefits when you access common services.

Some terms used have specific meanings.

In this certificate, the words "you," "your" and "yourself" refer to you, the member. The word "employer" refers to the organization through which you are eligible for coverage. See the **Definitions** section at the end of this document for more terms with specific meanings.

# Where to Find It

**Note:** This is a quick guide to some common benefits. For a complete understanding of your coverage, be sure to read any other related sections in this certificate.

<b><i>Do you need...</i></b>	<b><i>Read section(s):</i></b>
<p><b><i>Immediate medical attention?</i></b></p> <ul style="list-style-type: none"> <li>• Ambulance</li> <li>• Emergency room</li> <li>• Urgent care</li> </ul>	<p>Ambulance Emergency Room Care Physician/Professional Services</p>
<p><b><i>Quick access to care?</i></b></p> <ul style="list-style-type: none"> <li>• Convenience care</li> <li>• Virtual care</li> </ul>	<p>Physician/Professional Services</p>
<p><b><i>To visit a provider or clinic?</i></b></p> <ul style="list-style-type: none"> <li>• Chiropractic care</li> <li>• Office visit</li> </ul>	<p>Physician/Professional Services</p>
<p><b><i>Preventive care?</i></b></p> <ul style="list-style-type: none"> <li>• Immunizations</li> <li>• Physicals</li> <li>• Women's preventive services</li> </ul>	<p>Preventive Health Care</p>
<p><b><i>Prescription drugs or supplies?</i></b></p> <ul style="list-style-type: none"> <li>• Diabetic equipment and supplies</li> <li>• Outpatient medications</li> <li>• Preventive medications and products</li> <li>• Specialty medications</li> </ul>	<p>Prescription Drugs  Prescription Specialty Drugs</p>
<p><b><i>A medical test?</i></b> <i>Examples: blood work, ultrasounds</i></p> <ul style="list-style-type: none"> <li>• Genetic testing and counseling</li> <li>• Lab and pathology services</li> <li>• X-rays, imaging, MRI, CT and PET CT scans</li> </ul>	<p>Genetic Testing and Counseling Lab and Pathology X-Rays and Other Imaging</p>
<p><b><i>Outpatient surgery?</i></b></p> <ul style="list-style-type: none"> <li>• Anesthesia services</li> <li>• Outpatient/ambulatory surgical center services (facility charge)</li> <li>• Physician services (doctor charge)</li> </ul>	<p>Anesthesia Hospital Services  Physician/Professional Services</p>

<b><i>Do you need...</i></b>	<b><i>Read section(s):</i></b>
<p><b><i>Services provided during a hospital stay?</i></b></p> <ul style="list-style-type: none"> <li>• Anesthesia services</li> <li>• Hospital services (facility charge)</li> <li>• Physician services (doctor charge)</li> </ul>	<p>Anesthesia Hospital Services Physician/Professional Services</p>
<p><b><i>Mental health or behavioral health services?</i></b></p> <ul style="list-style-type: none"> <li>• Inpatient services</li> <li>• Office visit</li> </ul>	<p>Behavioral Health – Mental Health</p>
<p><b><i>Substance abuse services?</i></b></p> <ul style="list-style-type: none"> <li>• Inpatient services</li> <li>• Office visit</li> </ul>	<p>Behavioral Health – Substance Abuse</p>
<p><b><i>Pregnancy care services?</i></b></p> <ul style="list-style-type: none"> <li>• Breast pumps</li> <li>• Inpatient services</li> <li>• Postnatal services</li> <li>• Prenatal services</li> </ul>	<p>Durable Medical Equipment, Prosthetics and Medical Supplies Pregnancy – Maternity Care</p>
<p><b><i>Medical supplies or equipment?</i></b> <i>Examples: crutches, CPAP, wheelchair, oxygen</i></p> <ul style="list-style-type: none"> <li>• Diabetic equipment and supplies</li> <li>• Durable medical equipment and medical supplies</li> <li>• Hearing aids</li> <li>• Prosthetics</li> </ul>	<p>Durable Medical Equipment, Prosthetics and Medical Supplies</p>
<p><b><i>Medical-related dental care?</i></b></p> <ul style="list-style-type: none"> <li>• Accident-related dental services</li> <li>• Oral surgery</li> <li>• Treatment of temporomandibular joint (TMJ) and craniomandibular disorder</li> </ul>	<p>Medical-Related Dental Services Temporomandibular Joint (TMJ) and Craniomandibular Disorder</p>
<p><b><i>Help recovering?</i></b> <i>Example: Help received after a hospital stay, injury or surgery</i></p> <ul style="list-style-type: none"> <li>• Home health care services</li> <li>• Physical, speech and occupational therapies</li> <li>• Skilled nursing facility services</li> </ul>	<p>Home Health Care Physical, Speech and Occupational Therapies Skilled Nursing Facility</p>

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## Introduction

This certificate explains the benefits covered under the Contract that has been issued in Minnesota between Medica and the employer. To see the Contract between Medica and the employer, contact the employer. This certificate is provided to you by, or on behalf of, your employer. This certificate is not a legal contract between you and Medica.

### How you accept coverage

When you accept the health care coverage described in this certificate, you, on behalf of yourself and any dependents enrolled under the Contract:

1. Authorize the use of your Social Security number for purpose of identification unless otherwise prohibited by state law; and
2. Agree that the information you supplied Medica for purposes of enrollment is accurate and complete.

In addition, you understand and agree that if you intentionally omit or incorrectly state any material facts in connection with your enrollment under the Contract, Medica may retroactively cancel your coverage.

Members are subject to all terms and conditions of the Contract and health services must meet the definition of “medically necessary” (see **Definitions**).

Medica may arrange for others to administer services on its behalf, including claims processing and medical necessity reviews. To ensure that your benefits are managed appropriately, please work with these persons or vendors when needed as they conduct their work for Medica.

The employer is responsible for paying premiums to Medica and notifying you of any changes to this certificate (as required by applicable law).

### If you need language interpretation

Language interpretation services are available to help you understand your benefits under this certificate. To request these services, call Customer Service at one of the telephone numbers listed inside the front cover.

If you need alternative formats, such as Braille or large print, call Customer Service at one of the telephone numbers listed inside the front cover to request these materials.

If this certificate is translated into another language or an alternative format is used, this written English version governs all coverage decisions.

### Medica's nondiscrimination policy

Medica's policy is to treat all persons alike, without distinctions based on race, color, creed, religion, national origin, gender, gender identity, marital status, status with regard to public

assistance, disability, sexual orientation, age, genetic information or any other classification protected by law.

If you have questions, call Customer Service at one of the telephone numbers listed inside the front cover.

# Your Rights and Responsibilities

## Member bill of rights

As a member, you have the right to:

1. Available and accessible services, including emergency services (defined in this certificate) 24 hours a day, seven days a week; and
2. Information about your health condition, appropriate or medically necessary treatment options and risks, regardless of cost or benefit coverage, so you can make an informed choice about your health care; and
3. Participate with providers in decision making regarding your health care, including the right to refuse treatment recommended to you by Medica or any provider; and
4. Be treated with respect and recognition of your dignity and privacy, including privacy of your medical and financial records maintained by Medica or any network provider in accordance with existing law; and
5. Contact Medica Customer Service and Minnesota's Commissioner of Commerce to file a complaint about issues related to benefits (see **How Do I File a Complaint**). You may begin a legal proceeding if you have a problem with Medica or any provider. To file a complaint with the Minnesota Department of Commerce, call (651) 539-1600 and request insurance information; and
6. Receive information about Medica, its services, its practitioners and providers and member rights and responsibilities; and
7. Appeal a decision regarding your health care coverage by calling Customer Service at one of the telephone numbers listed inside the front cover. See **How Do I File a Complaint** for information on your appeal rights; and
8. Make recommendations regarding Medica's member rights and responsibilities statement.

## Member responsibilities

To increase the likelihood of maintaining good health and to ensure that the best quality care is received, it is important that you take an active role in your health care by:

1. Establishing a relationship with a network provider before becoming ill, as this allows for continuity of care; and
2. Providing the necessary information to health care professionals or Medica needed to determine the appropriate care. This objective is best obtained when you share:
  - a. Information about lifestyle practices; and
  - b. Personal health history; and

3. Understanding your health problems and agreeing to, and following, the plans and instructions for care given by those providing health care; and
4. Practicing self-care by knowing:
  - a. How to recognize common health problems and what to do when they occur; and
  - b. When and where to seek appropriate help; and
  - c. How to prevent health problems from recurring; and
5. Practicing preventive health care by:
  - a. Having the appropriate tests, exams and immunizations recommended for your gender and age as described in this certificate; and
  - b. Engaging in healthy lifestyle choices (such as exercise, proper diet and rest).

You will find additional information on member responsibilities in this certificate.

## Before You Access Care

This section provides information for you to consider before you access care. More information about when and where to get care can be found at [medica.com/membertips](http://medica.com/membertips).

### What you must do to receive benefits

Each time you receive health services, you must:

1. For your highest level of coverage, confirm that your provider is in the Medica Choice Passport network; and
2. Identify yourself as a Medica Choice Passport member; and
3. Present your Medica identification (ID) card. Having and using a Medica ID card does not guarantee coverage.

If your provider asks for your ID card information and you do not provide it within 180 days of when you received services, you may be responsible for paying the full cost of those services. (Network providers must submit claims within 180 days from when you receive a service.)

### Provider network

In-network benefits are available through the Medica Choice Passport provider network. To see which providers are in your plan's network, check the online search tool on [mymedica.com](http://mymedica.com) or contact Customer Service.

Additional network administrative support is provided by one or more organizations under contract with Medica.

If you access services from providers that do not have a contract with Medica, your out-of-network benefits will apply. For more information about out-of-network care, see the tip sheet at [medica.com/membertips](http://medica.com/membertips).

### Prior authorization

You may need prior authorization (approval in advance) from Medica before you receive certain services or supplies. When reviewing your request for prior authorization, Medica uses written procedures and criteria to determine whether a particular service or supply is medically necessary and is a covered benefit. To verify whether a specific service or supply requires prior authorization, please call Customer Service at one of the telephone numbers listed inside the front cover. Emergency services do not require prior authorization.

You, someone on your behalf or your attending provider may contact Customer Service to request prior authorization. Your network provider will contact Medica to request prior authorization for a service or supply. If a network provider fails to obtain prior authorization after

you have consulted with them about services requiring prior authorization, you will not be penalized for this failure.

You must contact Customer Service to request prior authorization for services or supplies received from a non-network provider.

Prior authorization is always required for:

- Solid organ and blood and marrow transplant services; this prior authorization must be obtained before the transplant workup is initiated; and
- In-network benefits for services from non-network providers, with the exception of emergency services.

Some of the services that may require prior authorization from Medica include:

- Reconstructive or restorative surgery;
- Certain drugs;
- Home health care;
- Medical supplies and durable medical equipment;
- Outpatient surgical procedures;
- Certain genetic tests; and
- Skilled nursing facility services.

Obstetrics/gynecology services do not require prior authorization and will be covered at the appropriate in-network or out-of-network benefit level.

This is not a complete list of all services and supplies that may require prior authorization.

When you, someone on your behalf or your attending provider calls, the following information may be required:

- Name and telephone number of the provider making the request;
- Name, telephone number, address and if applicable, the type of specialty of the provider to whom you are being referred;
- Services being requested and the date those services are to be provided (if scheduled);
- Specific information related to your condition (for example, a letter of medical necessity from your provider); and
- Other applicable member information (i.e., Medica member number).

Medica will review your request and respond to you and your attending provider within 10 business days of the date your request was received, provided all information reasonably necessary to make a decision has been given to Medica.

Medica will notify both you and your provider of our decision as soon as the medical condition permits. This will not exceed 72 hours from the time of the initial request if:

- your attending provider believes that an expedited review is warranted, or
- if it is concluded that a delay could seriously jeopardize your life, health or ability to regain maximum function, or

- you could be subject to severe pain that cannot be adequately managed without the care or treatment you are requesting.

If we do not approve your request for prior authorization, you have the right to appeal Medica's decision as described in the **How Do I File a Complaint** section.

Under certain circumstances, Medica may conduct concurrent reviews to verify whether services are still medically necessary. If we conclude that services are no longer medically necessary, Medica will advise both you and your attending provider in writing of our decision. If we do not approve continuing coverage, you or your attending provider may appeal our initial decision (see **How Do I File a Complaint**).

## **Referrals to non-network providers**

To receive in-network benefits for services received from a non-network provider, you will need to follow the steps described below. If you receive services from a non-network provider without following these steps, your out-of-network benefits will apply. For more information, see the tip sheet at [medica.com/membertips](http://medica.com/membertips).

Referrals will not be authorized to meet personal preferences, family convenience or other non-medical reasons. Referrals also will not be approved for care that has already been provided.

### **What you must do:**

1. Request a referral or standing referral\* from a network provider to receive medically necessary services from a non-network provider. The referral will be in writing and will:
  - a. Indicate the time period for when services must be received; and
  - b. Specify the service(s) to be provided; and
  - c. Direct you to the non-network provider selected by your network provider.
2. Ask your network provider to request prior authorization from Medica. Medica does not guarantee coverage for services that are received before you receive prior authorization.
3. If Medica approves the prior authorization request, your in-network benefit will apply.
4. Pay any amounts that were not approved for coverage by Medica.

\*A standing referral is a referral issued by a network provider and authorized by Medica for conditions that require ongoing services from a specialist. Standing referrals will only be authorized for the period of time appropriate to your medical condition. To request a standing referral, contact Customer Service. If Medica denies your request for a standing referral, you have the right to appeal this decision as described in **How Do I File a Complaint**.

### **Medica:**

1. May require that you see another network provider that Medica selects before determining that a referral to a non-network provider is medically necessary.

2. May require that you obtain a referral or standing referral (as described in this section) from a network provider to a non-network provider practicing in the same or similar specialty.
3. Will provide coverage for health services that are:
  - a. Otherwise eligible for coverage under this certificate; and
  - b. Recommended by a network physician.
4. Will notify you that your coverage is either approved or denied within ten days of receiving your request. Medica will inform both you and your provider of our decision as soon as the medical condition permits. This is not to exceed 72 hours from the time of the initial request if your attending provider believes that: 1) an expedited review is warranted or 2) Medica concludes that a delay could seriously jeopardize your life, health or ability to regain maximum function or 3) you could be subject to severe pain that cannot be adequately managed without the care or treatment you are seeking.

### **Visiting non-network providers and why you pay more**

Eligible health services and supplies are only covered as in-network benefits if they're provided by network providers, or if Medica approves them.

If the care you need is not available from a network provider, Medica may authorize non-network provider services at the in-network benefit level.

**Be aware that if you use out-of-network benefits, you will likely have to pay much more than if you use in-network benefits.** The amounts billed by the non-network provider may be more than what Medica would pay, leaving a balance for you to pay in addition to any coinsurance and deductible amount you owe. This additional amount you must pay the provider will not be counted toward your out-of-pocket maximum amount. You will owe this amount whether or not you previously reached your out-of-pocket maximum. **Please see the example calculation below.**

It is important that you do the following before receiving services from a non-network provider:

- Discuss with the non-network provider what the bill is expected to be; and
- Contact Customer Service to verify the estimated amount Medica would pay for those services; and
- Calculate your likely share of the costs; and
- To request that Medica authorize coverage of the non-network provider's services at the in-network benefit level, follow the prior authorization process described above.

### **An example of how to calculate your out-of-pocket costs\***

#### **Example:**

You choose to receive inpatient care (not an emergency) at a non-network hospital without an authorization from Medica. Your out-of-network benefits apply to these services.



### Assumptions:

1. You have previously fulfilled your deductible.
2. The non-network hospital bills \$30,000 for your hospital stay.
3. Medica's non-network provider reimbursement amount for those hospital services is \$15,000.
  - a. You must pay a portion of this amount, generally a percentage coinsurance. In this example, we will use 40% coinsurance.
  - b. In addition, the non-network provider will likely bill you for the difference between what they charge and the amount that Medica pays them.

For this non-network hospital stay, you will be required to pay:

40% coinsurance (40% of \$15,000 = \$6,000), and

The provider's billed amount that exceeds the non-network provider reimbursement amount (\$30,000 - \$15,000 = \$15,000)

Therefore, the total amount you will owe is \$6,000 + \$15,000 = \$21,000.

The \$6,000 amount you pay as coinsurance will be applied to your out-of-pocket maximum.

The \$15,000 amount you pay for billed amounts in excess of the non-network provider reimbursement amount will not be applied toward your out-of-pocket maximum. You will owe the provider this \$15,000 amount whether or not you have previously reached your out-of-pocket maximum.

**\*Note:** The numbers in this example are used only for purposes of illustrating how out-of-network benefits are calculated. The actual numbers will depend on the services you receive. For more information about out-of-network care, see the tip sheet at [medica.com/membertips](http://medica.com/membertips).

### When do I need to submit a claim

When you visit non-network providers, you will be responsible for filing claims in order to be reimbursed for the non-network provider reimbursement amount. See **How Do I Submit a Claim** for details.

### Continuity of care

In certain situations, you have a right to continuity of care.

1. If Medica terminates its contract with your current provider without cause, you may be eligible to continue care with that provider at the in-network benefit level.
2. If you are a new Medica member as a result of your employer changing health plans and your current provider is not a network provider, you may be eligible to continue care with that provider at the in-network benefit level.

This applies only if your provider agrees to comply with Medica's prior authorization requirements. This includes providing Medica with all necessary medical information related to your care, and accepting as payment in full the lesser of Medica's network provider reimbursement or the provider's customary charge for the service. This does not apply when Medica terminates a provider's contract for cause. If Medica terminates your current provider's contract for cause, we will inform you of the change and how your care will be transferred to another network provider.

Upon request, Medica will authorize continuity of care for up to 120 days as described in 1. and 2. above for the following conditions:

- an acute condition;
- a life-threatening mental or physical illness;
- pregnancy beyond the first trimester. Health services may continue to be provided, through the completion of postpartum care.
- a physical or mental disability defined as an inability to engage in one or more major life activities, provided the disability has lasted or can be expected to last for at least one year, or can be expected to result in death; or
- a disabling or chronic condition that is in an acute phase.

Authorization to continue to receive services from your current provider may extend to the remainder of your life if a physician certifies that your life expectancy is 180 days or less.

Upon request, Medica will authorize continuity of care for up to 120 days as described in 1. and 2. above in the following situations:

- if you are receiving culturally appropriate services and Medica does not have a network provider who has special expertise in the delivery of those culturally appropriate services; or
- if you do not speak English and a network provider who can communicate with you, either directly or through an interpreter, is not available.

Medica may require medical records or other supporting documents from your provider in reviewing your request, and will consider each request on a case-by-case basis. If we authorize your request to continue care with your current provider, we will explain how continuity of care will be provided. After that time, your services or treatment will need to be transitioned to a network provider to continue to be eligible for in-network benefits. If your request is denied, Medica will explain the criteria used to make our decision. You may appeal this decision.

To request continuity of care or if you have questions about how this may apply to you, call Customer Service at one of the telephone numbers listed inside the front cover.

## What's Covered and How Much Will I Pay

This section describes the services eligible for coverage and any expenses that you will need to pay.

### Important information about your benefits

- This is a non-qualified plan as defined by Section 62E.05 of Minnesota law. This plan is not a Qualified Health Plan as defined by the Patient Protection and Affordable Care Act.
- Before you receive some services or supplies, you may need to get prior authorization from Medica. To find out when you need to do this, see **What to keep in mind** after each benefit section or call Customer Service at one of the telephone numbers listed inside the front cover. Also refer to **Before You Access Care** for more information about the prior authorization process.
- When you use out-of-network benefits, in addition to the deductible and coinsurance, you will likely need to pay your provider any billed amount above what Medica pays the provider (the non-network provider reimbursement amount). **These charges are not applied to your deductible or out-of-pocket maximum.** Please see **Visiting non-network providers and why you pay more** in **Before You Access Care** for more information and an example showing out-of-pocket costs associated with out-of-network benefits.
- Certain benefits in this certificate have limits. These limits might include day limits, visit limits or dollar limits. These limits are noted in this certificate and apply whether or not you have met your deductible.

### Key concepts

#### Deductibles

Your plan may require that you pay a certain dollar amount before your insurance starts to pay. This amount is called a deductible. The table below shows whether your plan has a deductible, how much it is and whether you have separate deductibles for each family member or a combined deductible for everyone. Each benefit table in this certificate shows whether the deductible applies to a particular service.

Deductibles are determined by the Contract between Medica and the employer. If the deductibles increase when Medica and the employer renew the Contract, you may have additional out-of-pocket expenses as a result.

For more information about deductibles and other common cost-sharing terms, see the tip sheet at [medica.com/membertips](http://medica.com/membertips).

### Out-of-pocket maximum

Your out-of-pocket maximum is an accumulation of coinsurance and deductibles that you paid for benefits received during the calendar year. Unless otherwise noted, you won't have to pay more than this amount.

**Please note: The following amounts do not apply toward your out-of-pocket maximum:**

- **Charges for services that aren't covered; and**
- **Charges a non-network provider bills you that are more than the non-network provider reimbursement amount.**

**You will owe these amounts even if you have already reached your out-of-pocket maximum.**

## DEDUCTIBLES, OUT-OF-POCKET MAXIMUMS AND LIFETIME MAXIMUM

Deductibles, Out-Of-Pocket Maximums and Lifetime Maximum		
	Your cost if you visit a:	
	Network provider:	Non-network provider:
<b>Coinsurance</b>	See specific benefit for applicable coinsurance.	
<b>Deductible</b>		
Per member	\$2,600	\$6,000
Per family	\$5,200	\$9,900
The deductible is the amount you must pay for eligible services each calendar year before the plan will begin to pay claims. If you have family members on the plan, you will each have to meet your own individual deductible before receiving benefits, unless the family deductible is met. Once the family deductible has been met, the plan will pay benefits for all covered family members.		
<b>Out-of-pocket maximum</b>		
Per member	\$5,500	\$11,000
Per family	\$11,000	\$22,000
This plan has both a per member out-of-pocket maximum and a per family out-of-pocket maximum. The per member out-of-pocket maximum applies individually to each family member until the family out-of-pocket maximum is met. Coinsurance and deductibles paid by each covered family member for covered benefits for the calendar year count toward the individual's annual per member out-of-pocket maximum and toward the annual per family out-of-pocket maximum.		

<b>Deductibles, Out-Of-Pocket Maximums and Lifetime Maximum</b>		
<b>Your cost if you visit a:</b>		
	<b>Network provider:</b>	<b>Non-network provider:</b>
<b>Lifetime maximum amount Medica will pay per member</b>	Unlimited	Unlimited

## AMBULANCE

Ambulance			
Your cost if you visit a:			
Benefits	Network provider:	Non-network provider:	
1. Emergency ambulance services or emergency ambulance transportation	25% coinsurance after deductible	Covered as an in-network benefit.	
2. Non-emergency licensed ambulance service as described below under <b>What's covered</b>	25% coinsurance after deductible	50% coinsurance after deductible	

### What's covered

Non-emergency licensed ambulance transportation, that's arranged through an attending physician, is eligible for coverage when:

1. Transportation is from hospital to hospital, and
  - a. Care for your condition isn't available at the hospital where you were first admitted; or
  - b. If it is required by Medica; or
2. Transportation is from hospital to skilled nursing facility.

When you use out-of-network benefits, in addition to the deductible and coinsurance, you will likely need to pay your provider any billed amount above what Medica pays the provider (the non-network provider reimbursement amount). **These charges are not applied to your deductible or out-of-pocket maximum.** Please see **Visiting non-network providers and why you pay more** in **Before You Access Care** for more information and an example showing out-of-pocket costs associated with out-of-network benefits.

### What to keep in mind

Ambulance services for an emergency are covered when provided by a licensed ambulance service. If you are taken to a non-network hospital, only emergency health services at that hospital are covered as described in **Emergency Room Care**.

Non-emergency ambulance transportation that's arranged through an attending physician is eligible for coverage when certain criteria are met.

**What's not covered**

1. Ambulance transportation to another hospital when care for your condition is available at the network hospital where you were first admitted.
2. Non-emergency ambulance transportation services, except as described above.

## ANESTHESIA

Anesthesia			
Your cost if you visit a:			
Benefits	Network provider:	Non-network provider:	
1. Anesthesia services received during an office visit	25% coinsurance after deductible	50% coinsurance after deductible	
2. Anesthesia services received during an outpatient hospital or ambulatory surgical center visit	25% coinsurance after deductible	50% coinsurance after deductible	
3. Anesthesia services received during an inpatient stay	25% coinsurance after deductible	50% coinsurance after deductible	

### What to keep in mind

Anesthesia services can be received from a provider during an office visit, an outpatient hospital visit, an ambulatory surgical center visit or during an inpatient stay.



## BEHAVIORAL HEALTH – MENTAL HEALTH

Behavioral Health – Mental Health		
Benefits	Your cost if you visit a:	
	Network provider:	Non-network provider:
<p>1. Office visits, including evaluations, diagnostic and treatment services</p> <p><b>Please note:</b> Some services received during a mental health office visit may be covered under another benefit in this section. The most specific and appropriate benefit will apply for each service received during a mental health office visit.</p>	25% coinsurance after deductible	50% coinsurance after deductible
<p>2. Intensive outpatient programs</p>	25% coinsurance after deductible	50% coinsurance after deductible
<p>3. Intensive behavioral and developmental therapy for the treatment of autism spectrum disorders for members 17 years of age and younger when provided in accordance with an individualized treatment plan prescribed by the member's treating physician or mental health professional.</p> <p>Examples of such therapy include applied behavioral analysis, intensive early intervention behavior therapy and intensive behavioral intervention.</p>	25% coinsurance after deductible	50% coinsurance after deductible

Behavioral Health – Mental Health		
Benefits	Your cost if you visit a:	
	Network provider:	Non-network provider:
<p>4. Inpatient services (including residential treatment services)</p> <p><b>Please note:</b> Inpatient services in a licensed residential treatment facility for treatment of emotionally disabled children will be covered as any other health condition.</p>		
a. Room and board	25% coinsurance after deductible	50% coinsurance after deductible
b. Hospital or facility-based professional services	25% coinsurance after deductible	50% coinsurance after deductible
c. Attending psychiatrist services	25% coinsurance after deductible	50% coinsurance after deductible
d. Partial program	25% coinsurance after deductible	50% coinsurance after deductible

**What’s covered**

Outpatient mental health services include:

1. Diagnostic evaluations and psychological testing including that for attention deficit hyperactivity disorder (ADHD) or pervasive development disorders (PDD).
2. Psychotherapy and psychiatric services.
3. Mental health intensive outpatient programs, including day treatment, meaning time limited comprehensive treatment plans, which may include multiple services and modalities, delivered in an outpatient setting (up to 3 hours per day or 19 hours per week).
4. Relationship and family therapy, including individual, group and multifamily therapy, if there is a clinical diagnosis.
5. Treatment of serious or persistent disorders.
6. Services, care or treatment described as benefits in this certificate and ordered by a court on the basis of a behavioral health care evaluation performed by a physician or licensed psychologist and that includes an individual treatment plan.
7. Treatment of pathological gambling.

8. Intensive behavioral and developmental therapy for the treatment of autism spectrum disorders for members 17 years of age and younger when provided in accordance with an individualized treatment plan prescribed by the member's treating physician or mental health professional.

Inpatient mental health services include:

1. Room and board.
2. Attending psychiatric services.
3. Hospital or facility-based professional services.
4. Partial program. This may be in a freestanding facility or hospital-based. Active treatment is provided through specialized programming with medical/psychological intervention and supervision during program hours. Partial program means a treatment program of a minimum of 4 hours per day or 20 hours per week of care and may include lodging.
5. Services, care or treatment described as benefits in this certificate and ordered by a court on the basis of a behavioral health care evaluation performed by a physician or licensed psychologist and that includes an individual treatment plan.
6. Mental health residential treatment services. These services include either:
  - A residential treatment program serving children and adolescents with severe emotional disturbance, certified under Minnesota Rules parts 2960.0580 to 2960.0700; or
  - A licensed or certified mental health treatment program providing intensive therapeutic services. In addition to room and board, each individual must receive at least 30 hours of mental health services a week, including group and individual counseling, client education and other services specific to mental health treatment. Also, the program must provide an on-site medical/psychiatric assessment within 48 hours of admission, psychiatric follow-up visits at least once per week and 24-hour nursing coverage.

When you use out-of-network benefits, in addition to the deductible and coinsurance, you will likely need to pay your provider any billed amount above what Medica pays the provider (the non-network provider reimbursement amount). **These charges are not applied to your deductible or out-of-pocket maximum.** Please see **Visiting non-network providers and why you pay more** in **Before You Access Care** for more information and an example showing out-of-pocket costs associated with out-of-network benefits.

### **What to keep in mind**

Medica offers a 24/7 behavioral health crisis line for members at no additional cost. If you are experiencing a mental health crisis, you may call 1-800-848-8327 to speak with a behavioral health specialist.

Medica may require prior authorization before you receive certain mental health services or treatment. To determine if Medica requires prior authorization for a particular service or treatment, please call Medica's designated mental health and substance abuse provider at

1-800-848-8327 or TTY users, please contact: National Relay Center 711, then ask them to dial Medica Behavioral Health at 1-866-567-0550.

To be covered, services must diagnose or treat mental disorders listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM).

If you have more than one service or modality on the same day, you may pay a separate copayment or coinsurance for each service.

Medica's designated mental health and substance abuse provider will coordinate your in-network mental health services. If you require hospitalization, Medica's designated mental health and substance abuse provider will refer you to one of its hospital providers. **Please note:** The hospital network for medical services and mental health and substance abuse services are not the same.

Emergency mental health services do not require prior authorization and are eligible for coverage under in-network benefits.

Mental health services from a non-network provider listed below will be eligible for coverage under out-of-network benefits. These services must be obtained from a health care professional or facility that is licensed, certified or otherwise qualified under state law to provide the mental health services and practice independently:

- Psychiatrist
- Psychologist
- Registered nurse certified as a clinical specialist or as a nurse practitioner in psychiatric and mental health nursing
- Mental health clinic
- Mental health residential treatment center
- Independent clinical social worker
- Marriage and family therapist
- Hospital that provides mental health services
- Licensed professional clinical counselor

### **What's not covered**

1. Services for mental disorders not listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM).
2. Services, care or treatment that is not medically necessary, unless ordered by a court as specifically described in this section.
3. Relationship and family therapy, including individual, group and multifamily therapy, in the absence of a clinical diagnosis.
4. Services for telephone psychotherapy.
5. Services beyond the initial evaluation to diagnose intellectual or learning disabilities.
6. Services, including room and board charges, provided by health care professionals or facilities that are not appropriately licensed, certified or otherwise qualified under state law to provide mental health services. This includes, but is not limited to, services provided by

mental health providers who are not authorized under state law to practice independently, and services received at a halfway house, housing with support, therapeutic group home, boarding school or ranch.

7. Services to assist in activities of daily living that do not seek to cure and are performed regularly as a part of a routine or schedule.
8. Room and board charges associated with mental health residential treatment services when less than 30 hours a week of mental health services are provided per individual, an on-site medical/psychiatric assessment is not provided within 48 hours of admission and the program has not provided psychiatric follow-up visits at least once per week, or 24-hour nursing coverage.

## BEHAVIORAL HEALTH – SUBSTANCE ABUSE

Behavioral Health – Substance Abuse		
Benefits	Your cost if you visit a:	
	Network provider:	Non-network provider:
1. Office visits, including evaluations, diagnostic and treatment services  <b>Please note:</b> Some services received during a substance abuse office visit may be covered under another benefit in this section. The most specific and appropriate benefit will apply for each service received during a substance abuse office visit.	25% coinsurance after deductible	50% coinsurance after deductible
2. Intensive outpatient programs	25% coinsurance after deductible	50% coinsurance after deductible
3. Opiate replacement therapy	25% coinsurance after deductible	50% coinsurance after deductible
4. Inpatient services (including residential treatment services) <ul style="list-style-type: none"> <li>a. Room and board</li> <li>b. Hospital or facility-based professional services</li> <li>c. Attending physician services</li> <li>d. Partial program</li> </ul>	25% coinsurance after deductible	50% coinsurance after deductible

## What's covered

Outpatient substance abuse services include:

1. Diagnostic evaluations.
2. Outpatient treatment.
3. Substance abuse intensive outpatient programs, including day treatment and partial programs, which may include multiple services and modalities, delivered in an outpatient setting (3 or more hours per day, up to 19 hours per week).
4. Services, care or treatment for a member that has been placed in the Minnesota Department of Corrections' custody following a conviction for a first-degree driving while impaired offense; to be eligible, such services, care or treatment must be required and provided by the Minnesota Department of Corrections.

Inpatient substance abuse services include:

1. Room and board.
2. Attending physician services.
3. Hospital or facility-based professional services.
4. Services, care or treatment for a member that has been placed in the Minnesota Department of Corrections' custody following a conviction for a first-degree driving while impaired offense; to be eligible, such services, care or treatment must be required and provided by the Minnesota Department of Corrections.
5. Partial program. This may be in a freestanding facility or hospital-based. Active treatment is provided through specialized programming with medical/psychological intervention and supervision during program hours. Partial program means a treatment program of a minimum of 4 hours per day or 20 hours per week of care and may include lodging.
6. Substance abuse residential treatment services are services from a licensed chemical dependency rehabilitation program that provides intensive therapeutic services following detoxification. In addition to room and board, at least 30 hours (15 hours for children and adolescents) per week per individual of chemical dependency services must be provided, including group and individual counseling, client education and other services specific to chemical dependency rehabilitation.

When you use out-of-network benefits, in addition to the deductible and coinsurance, you will likely need to pay your provider any billed amount above what Medica pays the provider (the non-network provider reimbursement amount). **These charges are not applied to your deductible or out-of-pocket maximum.** Please see **Visiting non-network providers and why you pay more** in **Before You Access Care** for more information and an example showing out-of-pocket costs associated with out-of-network benefits.

## What to keep in mind

Medica offers a 24/7 behavioral health crisis line for members at no additional cost. If you are experiencing a substance use crisis, you may call 1-800-848-8327 to speak with a behavioral health specialist.

Medica may require prior authorization before you receive certain substance abuse services or treatment. To determine if Medica requires prior authorization for a particular service or treatment, please call Medica's designated mental health and substance abuse provider at 1-800-848-8327 or TTY users, please contact: National Relay Center 711, then ask them to dial Medica Behavioral Health at 1-866-567-0550.

To be covered, services must diagnose or treat substance abuse disorders listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM).

Medica's designated mental health and substance abuse provider arranges in-network substance abuse benefits. If you require hospitalization, Medica's designated mental health and substance abuse provider will refer you to one of its hospital providers. **Please note:** The hospital network for medical services and mental health and substance abuse services are not the same.

In-network benefits will apply to services, care or treatment for a member that has been placed in the Minnesota Department of Corrections' custody following a conviction for a first-degree driving while impaired offense. To be eligible, such services, care or treatment must be required and provided by the Minnesota Department of Corrections.

Emergency substance abuse services do not require prior authorization and are eligible for coverage under in-network benefits.

Substance abuse services from a non-network provider listed below will be eligible for coverage under out-of-network benefits. These services must be obtained from a health care professional or facility that is licensed, certified or otherwise qualified under state law to provide the substance abuse services and practice independently:

- Psychiatrist
- Psychologist
- Registered nurse certified as a clinical specialist or as a nurse practitioner in psychiatric and mental health nursing
- Chemical dependency clinic
- Chemical dependency residential treatment center
- Independent clinical social worker
- Marriage and family therapist
- Hospital that provides substance abuse services

## What's not covered

1. Services for substance abuse disorders not listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM).
2. Services, care or treatment that is not medically necessary.



3. Services to hold or confine a person under chemical influence when no medical services are required, regardless of where the services are received.
4. Telephonic substance abuse treatment services, unless such services are provided in accordance with Medica's telemedicine policies and procedures.
5. Services, including room and board charges, provided by health care professionals or facilities that are not appropriately licensed, certified or otherwise qualified under state law to provide substance abuse services. This includes, but is not limited to, services provided by mental health or substance abuse providers who are not authorized under state law to practice independently, and services received at a halfway house, therapeutic group home, boarding school or ranch.
6. Room and board charges associated with substance abuse treatment services providing less than 30 hours (15 hours for children and adolescents) a week per individual of chemical dependency services, including group and individual counseling, client education and other services specific to chemical dependency rehabilitation.
7. Services to assist in activities of daily living that do not seek to cure and are performed regularly as a part of a routine or schedule.

# CLINICAL TRIALS

Clinical Trials		
Your cost if you visit a:		
Benefits	Network provider:	Non-network provider:
1. Routine patient costs in connection with a qualified individual's participation in an approved clinical trial	<p>Covered at the corresponding in-network benefit level, depending on type of services provided.</p> <p>For example, office visits are covered at the office visit in-network benefit level and surgical services are covered at the surgical services in-network benefit level.</p>	<p>Covered at the corresponding out-of-network benefit level, depending on type of services provided.</p> <p>For example, office visits are covered at the office visit out-of-network benefit level and surgical services are covered at the surgical services out-of-network benefit level.</p>

**What to keep in mind**

Approved clinical trials, as defined in **Definitions**, are covered.

When you use out-of-network benefits, in addition to the deductible and coinsurance, you will likely need to pay your provider any billed amount above what Medica pays the provider (the non-network provider reimbursement amount). **These charges are not applied to your deductible or out-of-pocket maximum.** Please see **Visiting non-network providers and why you pay more** in **Before You Access Care** for more information and an example showing out-of-pocket costs associated with out-of-network benefits.

## DURABLE MEDICAL EQUIPMENT, PROSTHETICS AND MEDICAL SUPPLIES

Durable Medical Equipment, Prosthetics and Medical Supplies			
Your cost if you visit a:			
Benefits	Network provider:	Non-network provider:	
1.	Durable medical equipment and certain related supplies	25% coinsurance after deductible	50% coinsurance after deductible
2.	Prosthetics: a. External prosthetic devices that replace a limb or an external body part, limited to: i. Artificial arms, legs, feet and hands; ii. Artificial eyes, ears and noses; iii. Breast prostheses b. Scalp hair prosthesis due to alopecia areata Limited to one prosthesis (i.e., wig) per member per calendar year. c. Repair, replacement or revision of prostheses made necessary by normal wear and use	25% coinsurance after deductible	50% coinsurance after deductible

<b>Durable Medical Equipment, Prosthetics and Medical Supplies</b>			
<b>Your cost if you visit a:</b>			
<b>Benefits</b>	<b>Network provider:</b>	<b>Non-network provider:</b>	
3. Hearing aids for members 18 years of age and younger for hearing loss that is not correctable by other covered procedures	25% coinsurance after deductible  Coverage is limited to one hearing aid per ear every three years. Related services must be prescribed by a network provider.	50% coinsurance after deductible  Coverage is limited to one hearing aid per ear every three years.	
4. Breast pumps	Nothing. The deductible does not apply.	50% coinsurance after deductible	
5. Medical supplies:	25% coinsurance after deductible	50% coinsurance after deductible	
a. Blood clotting factors			
b. Dietary medical treatment of phenylketonuria (PKU)			
c. Total parenteral nutrition			
d. Amino acid-based elemental formulas for these diagnoses:			
i. Cystic fibrosis;			
ii. Amino acid, organic acid and fatty acid metabolic and malabsorption disorders;			
iii. IgE mediated allergies to food proteins;			
iv. Food protein induced enterocolitis syndrome;			

<b>Durable Medical Equipment, Prosthetics and Medical Supplies</b>			
<b>Your cost if you visit a:</b>			
<b>Benefits</b>	<b>Network provider:</b>	<b>Non-network provider:</b>	
v. Eosinophilic esophagitis; vi. Eosinophilic gastroenteritis; and vii. Eosinophilic colitis  Coverage for the diagnoses in iii.–vii. above is limited to members five years of age and younger.			
6. Eligible ostomy supplies	25% coinsurance after deductible	50% coinsurance after deductible	
7. Insulin pumps and other eligible diabetic equipment and supplies	25% coinsurance after deductible	50% coinsurance after deductible	

### **What's covered**

Medica covers only a limited selection of durable medical equipment, prosthetics and medical supplies. The repair, replacement or revision of durable medical equipment is covered if it is made necessary by normal wear and use. Hearing aids and certain durable medical equipment, prosthetics and medical supplies must meet specific criteria and some items ordered by your physician, even if they're medically necessary, may not be covered. Medica determines if durable medical equipment will be purchased or rented.

When you use out-of-network benefits, in addition to the deductible and coinsurance, you will likely need to pay your provider any billed amount above what Medica pays the provider (the non-network provider reimbursement amount). **These charges are not applied to your deductible or out-of-pocket maximum.** Please see **Visiting non-network providers and why you pay more** in **Before You Access Care** for more information and an example showing out-of-pocket costs associated with out-of-network benefits.

## What to keep in mind

Medica periodically reviews and modifies the list of eligible durable medical equipment and certain related supplies. To request the most up-to-date list, call Customer Service at one of the telephone numbers listed inside the front cover.

Quantity limits may apply to durable medical equipment, prosthetics and medical supplies.

If the durable medical equipment, prosthetic device or hearing aid is covered by Medica, but the model you choose is not Medica's standard model, you will be responsible for the cost difference.

In-network benefits apply when eligible equipment, services and supplies are prescribed by a physician and received from a network provider. Hearing aids, when prescribed by a network provider, are covered as described in the table above.

To request a list of durable medical equipment providers and/or hearing aid vendors, call Customer Service at one of the telephone numbers listed inside the front cover.

Out-of-network benefits apply when eligible equipment, services and supplies are prescribed by a physician and received from a non-network provider.

## What's not covered

1. Durable medical equipment, supplies, prosthetics, appliances and hearing aids not on the Medica eligible list.
2. Charges in excess of the Medica standard model of durable medical equipment, prosthetics or hearing aids.
3. Repair, replacement or revision of durable medical equipment, prosthetics and hearing aids, except when made necessary by normal wear and use.
4. Repair, replacement or revision of durable medical equipment, prosthetics and hearing aids, due to loss, damage or theft.
5. Duplicate durable medical equipment, prosthetics and hearing aids, including repair, replacement or revision of duplicate items.
6. Other disposable supplies and appliances, except as described in this section and **Prescription Drugs**.

## EMERGENCY ROOM CARE

Emergency Room Care		
Benefits	Your cost if you visit a:	
	Network provider:	Non-network provider:
1. Services provided in a hospital or facility-based emergency room	25% coinsurance after deductible	Covered as an in-network benefit.
2. Other services received during an emergency room visit (for example x-rays, lab, physician)	25% coinsurance after deductible	Covered as an in-network benefit.

### What's covered

Emergency services provided in an emergency room of a hospital, whether network or non-network, from non-network providers will be covered as in-network benefits. In the event you receive such services, you will pay the in-network cost-share associated with the services provided. If you receive any other bill from an emergency room provider, please call Customer Service at one of the telephone numbers listed inside the front cover.

If you are confined in a non-network facility as a result of an emergency, you will be eligible for in-network benefits until your attending physician agrees it is safe to transfer you to a network facility.

If you receive scheduled or follow-up care after an emergency, you must visit a network provider to receive in-network benefits.

## GENETIC TESTING AND COUNSELING

Genetic Testing and Counseling		
Benefits	Your cost if you visit a:	
	Network provider:	Non-network provider:
<p>1. Genetic testing received in an office or outpatient hospital when test results will directly affect treatment decisions or frequency of screening for a disease or when results of the test will affect reproductive choices</p> <p><b>Please note:</b> BRCA testing, if appropriate, is covered as a women's preventive health service.</p>	<p>25% coinsurance after deductible</p>	<p>50% coinsurance after deductible</p>
<p>2. Genetic counseling, whether pre- or post-test and whether occurring in an office, clinic or telephonically</p> <p><b>Please note:</b> Genetic counseling for BRCA testing, if appropriate, is covered as a women's preventive health service.</p>	<p>25% coinsurance after deductible</p>	<p>50% coinsurance after deductible</p>

### What to keep in mind

Genetic testing is a complex and rapidly changing field. Many genetic tests require prior authorization or have criteria that must be met for the test to be covered. To better understand your coverage, please call Customer Service at one of the numbers listed on the inside cover. When you call, it's helpful to have the following information:

- The name of the test;
- The name of the lab performing the test;
- The name of the doctor ordering the test; and
- The reason you are going to have the test.



When you use out-of-network benefits, in addition to the deductible and coinsurance, you will likely need to pay your provider any billed amount above what Medica pays the provider (the non-network provider reimbursement amount). **These charges are not applied to your deductible or out-of-pocket maximum.** Please see **Visiting non-network providers and why you pay more** in **Before You Access Care** for more information and an example showing out-of-pocket costs associated with out-of-network benefits.

### **What's not covered**

1. Genetic testing when performed in the absence of symptoms or high risk factors for a genetic disease; genetic testing when knowledge of genetic status will not affect treatment decisions, frequency of screening for the disease or reproductive choices; genetic testing that has been performed in response to direct-to-consumer marketing and not under the direction of your physician.
2. Laboratory testing (including genetic testing) that has been performed in response to direct-to-consumer marketing and not under the direction of a physician.

## HOME HEALTH CARE

Home Health Care		
Benefits	Your cost if you visit a:	
	Network provider:	Non-network provider:
<p>1. Home health care services including the following:</p> <ul style="list-style-type: none"> <li>a. Intermittent skilled care when you are homebound, provided by or supervised by a registered nurse</li> <li>b. Skilled physical, speech or occupational therapy when you are homebound</li> <li>c. Home infusion therapy</li> </ul> <p>Benefits covered under a. and b. above are limited to a combined maximum of 120 visits per calendar year for in-network benefits and 60 visits per calendar year for out-of-network benefits.</p> <p>If you have Medica coverage and are also enrolled in the Medical Assistance Program, you may be eligible for additional intermittent skilled care.</p>	<p>25% coinsurance after deductible</p>	<p>50% coinsurance after deductible</p>
<p>2. Services received in your home from a physician</p>	<p>25% coinsurance after deductible</p>	<p>50% coinsurance after deductible</p>

### What's covered

Home health care is covered when directed by a physician and received from a home health care agency that is authorized by the laws of the state in which treatment is received.

Medica will waive the requirement that you be homebound for a limited number of home visits for palliative care if you have a life-threatening, non-curable condition which has a prognosis of survival of two years or less. If you are eligible to receive palliative care in the home and you are not homebound, there is a maximum of 8 visits per calendar year. Additional palliative care visits are eligible under the home health services benefit if you are homebound and meet all other requirements as defined in this section.

When you use out-of-network benefits, in addition to the deductible and coinsurance, you will likely need to pay your provider any billed amount above what Medica pays the provider (the non-network provider reimbursement amount). **These charges are not applied to your deductible or out-of-pocket maximum.** Please see **Visiting non-network providers and why you pay more** in **Before You Access Care** for more information and an example showing out-of-pocket costs associated with out-of-network benefits.

### **What to keep in mind**

Medica considers you homebound when leaving your home would directly and negatively affect your physical health. A dependent child may still be considered "confined to home" when attending school where life support specialized equipment and help are available.

**Please note:** Your place of residence is where you make your home. This may be your own dwelling, a relative's home, an apartment complex that provides assisted living services or some other type of institution. However, a hospital or skilled nursing facility will not be considered your home.

If you are a ventilator-dependent patient with communication needs, and you require private duty nurse or personal care assistant home care services in your home, Medica will cover up to 120 hours of communication training to assure adequate communication with hospital staff.

### **What's not covered**

1. Companion, homemaker and personal care services.
2. Services provided by a member of your family.
3. Custodial care and other non-skilled services.
4. Physical, speech or occupational therapy provided in your home for convenience.
5. Services provided in your home when you are not homebound.
6. Services primarily educational in nature.
7. Vocational and job rehabilitation.
8. Recreational therapy.
9. Self-care and self-help training (non-medical).
10. Health club memberships.
11. Disposable supplies and appliances, except as described in **Durable Medical Equipment, Prosthetics and Medical Supplies** and **Prescription Drugs** in this section.
12. Physical, speech or occupational therapy services when there is no reasonable expectation that the member's condition will improve over a predictable period of time according to generally accepted standards in the medical community.
13. Voice training.

14. Home health aide services, except when rendered in conjunction with intermittent skilled care and related to the medical condition under treatment.

## HOSPICE SERVICES

Hospice Services		
Benefits	Your cost if you visit a:	
	Network provider:	Non-network provider:
1. Hospice services	25% coinsurance after deductible	50% coinsurance after deductible

### What's covered

Hospice services and respite care are covered when ordered, provided or arranged under the direction of a physician and received from a hospice program.

When you use out-of-network benefits, in addition to the deductible and coinsurance, you will likely need to pay your provider any billed amount above what Medica pays the provider (the non-network provider reimbursement amount). **These charges are not applied to your deductible or out-of-pocket maximum.** Please see **Visiting non-network providers and why you pay more** in **Before You Access Care** for more information and an example showing out-of-pocket costs associated with out-of-network benefits.

### What to keep in mind

Hospice services are comprehensive palliative medical care and supportive social, emotional and spiritual services. These services are provided to terminally ill persons and their families, primarily in the patients' homes. A hospice interdisciplinary team, composed of professionals and volunteers, coordinates an individualized plan of care for each patient and family. The goal of hospice care is to make patients as comfortable as possible to enable them to live their final days to the fullest in the comfort of their own homes and with loved ones.

Medica contracts with hospice programs to provide hospice services to members. The specific services you receive may vary depending upon which program you select.

Respite care is a form of hospice services that gives your uncompensated primary caregivers (i.e., family members or friends) rest or relief when necessary to maintain a terminally ill member at home.

Respite care is limited to not more than five consecutive days.

A plan of care must be established and communicated by the hospice program staff to Medica. To be eligible for coverage, hospice services must be consistent with the hospice program's plan of care.

To be eligible for the hospice benefits described in this section, you must:

1. Be a terminally ill patient; and
2. Have chosen a palliative treatment focus (i.e., one that emphasizes comfort and supportive services rather than treatment attempting to cure the disease or condition).

You will be considered terminally ill if there is a written medical prognosis by your physician that your life expectancy is six months or less if the terminal illness runs its normal course. This certification must be made not later than two days after the hospice care is initiated.

Members who elect to receive hospice services do so in place of curative treatment for their terminal illness for the period they are enrolled in the hospice program.

You may withdraw from the hospice program at any time upon written notice to the hospice program. You must follow the hospice program's requirements to withdraw from the hospice program.

### **What's not covered**

1. Respite care for more than five consecutive days.
2. Home health care and skilled nursing facility services when services are not consistent with the hospice program's plan of care.
3. Services not included in the hospice program's plan of care, including room and board charges or fees.
4. Services not provided by the hospice program.
5. Hospice daycare, except when recommended and provided by the hospice program.
6. Any services provided by a family member or friend or individuals who are residents in your home.
7. Financial or legal counseling services, except when recommended and provided by the hospice program.
8. Housekeeping or meal services in your home, except when recommended and provided by the hospice program.
9. Bereavement counseling, except when recommended and provided by the hospice program.

## HOSPITAL SERVICES

Hospital Services		
Benefits	Your cost if you visit a:	
	Network provider:	Non-network provider:
1. Outpatient hospital or ambulatory surgical center services	25% coinsurance after deductible	50% coinsurance after deductible
2. Services provided in a hospital observation room	25% coinsurance after deductible	50% coinsurance after deductible
3. Inpatient services For associated physician services, see <b>Physician and Professional Services</b> in this section.	25% coinsurance after deductible	50% coinsurance after deductible

### What's covered

Hospital and ambulatory surgical center services are covered.

When you use out-of-network benefits, in addition to the deductible and coinsurance, you will likely need to pay your provider any billed amount above what Medica pays the provider (the non-network provider reimbursement amount). **These charges are not applied to your deductible or out-of-pocket maximum.** Please see **Visiting non-network providers and why you pay more** in **Before You Access Care** for more information and an example showing out-of-pocket costs associated with out-of-network benefits.

### What to keep in mind

A physician must direct your care.

If you remain in the hospital overnight, you may be admitted as an inpatient or kept for observation. You can check with your physician to ask which applies to you. The most appropriate benefit will apply, which will impact how much you pay.

For most hospital visits, other charges also will apply. These might include charges for physician services, anesthesia and others.

## What's not covered

1. Drugs received at a hospital on an outpatient basis, except drugs requiring intravenous infusion or injection, intramuscular injection or intraocular injection or drugs received in an emergency room or a hospital observation room. Coverage for drugs is as described in **Prescription Drugs, Prescription Specialty Drugs** or otherwise described as a specific benefit elsewhere in this section.
2. Transfers and admissions to network hospitals solely at the convenience of the member.
3. Admission to another hospital is not covered when care for your condition is available at the network hospital where you were first admitted.



## INFERTILITY DIAGNOSIS

Infertility Diagnosis			
Your cost if you visit a:			
Benefits	Network provider:		Non-network provider:
1. Office visits, including any services provided during such visits	25% coinsurance after deductible		Covered as an in-network benefit.
2. Outpatient services received at a hospital	25% coinsurance after deductible		Covered as an in-network benefit.

### What's covered

The diagnosis of infertility is covered. Coverage includes benefits for professional, hospital and ambulatory surgical center services. Services for the diagnosis of infertility must be received from or under the direction of a physician. All services, supplies and associated expenses for the treatment of infertility are not covered.

The diagnosis of infertility will be covered at the in-network benefit level whether provided by a network or non-network provider.

### What's not covered

1. Physician, hospital and ambulatory surgical center services for the treatment of infertility.
2. Infertility drugs.
3. In vitro fertilization (IVF), gamete and zygote intrafallopian transfer (GIFT and ZIFT) procedures.
4. Services for a condition that a physician determines cannot be successfully treated.
5. Services related to surrogate pregnancy for a person not covered as a member under the Contract.
6. Sperm banking.
7. Adoption.
8. Donor sperm.
9. Donor eggs.
10. Embryo and egg storage.
11. Services for intrauterine insemination (IUI).

## LAB AND PATHOLOGY

Lab and Pathology			
Your cost if you visit a:			
Benefits	Network provider:	Non-network provider:	
1. Lab and pathology services received during an office visit	25% coinsurance after deductible	50% coinsurance after deductible	
2. Lab and pathology services received during an outpatient hospital or ambulatory surgical center visit	25% coinsurance after deductible	50% coinsurance after deductible	
3. Lab and pathology services received in an inpatient setting	25% coinsurance after deductible	50% coinsurance after deductible	

## MEDICAL-RELATED DENTAL SERVICES

Medical-Related Dental Services		
Benefits	Your cost if you visit a:	
	Network provider:	Non-network provider:
<p>1. Charges for medical facilities and general anesthesia services that are:</p> <ul style="list-style-type: none"> <li>a. Recommended by a physician;</li> <li>b. Received during a dental procedure; and</li> <li>c. Provided to a member who is:                             <ul style="list-style-type: none"> <li>i. a child under age five;</li> <li>ii. is severely disabled; or</li> <li>iii. has a condition that requires hospitalization or general anesthesia for dental care treatment</li> </ul> </li> </ul>	<p>25% coinsurance after deductible</p>	<p>50% coinsurance after deductible</p>
<p>2. For a dependent child, orthodontia, dental implants and oral surgery treatment related to cleft lip and palate</p>	<p>25% coinsurance after deductible</p>	<p>50% coinsurance after deductible</p>

<b>Medical-Related Dental Services</b>		
<b>Benefits</b>	<b>Your cost if you visit a:</b>	
	<b>Network provider:</b>	<b>Non-network provider:</b>
<p>3. Accident-related dental services to treat an injury to and to repair (not replace) sound, natural teeth. The following conditions apply:</p> <p>a. Coverage is limited to services received within 24 months from the later of:</p> <p>i. The date you are first covered under the Contract; or</p> <p>ii. The date of the injury</p> <p>b. A sound, natural tooth means a tooth (including supporting structures) that is free from disease that would prevent continual function of the tooth for at least one year.</p> <p>In the case of primary (baby) teeth, the tooth must have a life expectancy of one year.</p>	25% coinsurance after deductible	50% coinsurance after deductible

Medical-Related Dental Services		
Benefits	Your cost if you visit a:	
	Network provider:	Non-network provider:
4. Oral surgery for:	25% coinsurance after deductible	50% coinsurance after deductible
a. Partially or completely unerupted impacted teeth;		
b. A tooth root without the extraction of the entire tooth (this does not include root canal therapy); or		
c. The gums and tissues of the mouth when not performed in connection with the extraction or repair of teeth		

### What's covered

Medically necessary outpatient dental services are covered as described above. Services must be received from a physician or dentist.

When you use out-of-network benefits, in addition to the deductible and coinsurance, you will likely need to pay your provider any billed amount above what Medica pays the provider (the non-network provider reimbursement amount). **These charges are not applied to your deductible or out-of-pocket maximum.** Please see **Visiting non-network providers and why you pay more** in **Before You Access Care** for more information and an example showing out-of-pocket costs associated with out-of-network benefits.

### What to keep in mind

Comprehensive dental procedures are not considered medical-related dental services and aren't covered under this Contract.

### What's not covered

1. Dental services to treat an injury from biting or chewing.
2. Diagnostic casts, diagnostic study models and bite adjustments, unless related to the treatment of temporomandibular joint (TMJ) disorder and craniomandibular disorder or cleft lip and palate.

3. Osteotomies and other procedures associated with the fitting of dentures or dental implants.
4. Dental implants (tooth replacement), except as described in this section for the treatment of cleft lip and palate.
5. Any other dental procedures or treatment, whether the dental treatment is needed because of a primary dental problem or as a manifestation of a medical treatment or condition.
6. Any orthodontia, except as described in this section for the treatment of cleft lip and palate.
7. Tooth extractions, except as described in this section.
8. Any dental procedures or treatment related to periodontal disease.
9. Endodontic procedures and treatment, including root canal procedures and treatment, unless provided as accident-related dental services as described in this section.
10. Routine diagnostic and preventive dental services.

## PHYSICAL, SPEECH AND OCCUPATIONAL THERAPIES

Physical, Speech and Occupational Therapies		
Your cost if you visit a:		
Benefits	Network provider:	Non-network provider:
<p>1. Physical therapy services received outside of your home</p> <p style="margin-left: 20px;">a. Habilitative services</p> <p style="margin-left: 20px;">b. Rehabilitative services</p>	<p>25% coinsurance after deductible</p> <p>25% coinsurance after deductible</p>	<p>50% coinsurance after deductible</p> <p>Coverage for physical and occupational therapy is limited to a combined maximum of 20 visits per calendar year.</p> <p>50% coinsurance after deductible</p> <p>Coverage for physical and occupational therapy is limited to a combined maximum of 20 visits per calendar year.</p>
<p>2. Speech therapy services received outside of your home</p> <p style="margin-left: 20px;">a. Habilitative services</p> <p style="margin-left: 20px;">b. Rehabilitative services</p>	<p>25% coinsurance after deductible</p> <p>25% coinsurance after deductible</p>	<p>50% coinsurance after deductible</p> <p>Coverage for speech therapy is limited to 20 visits per calendar year.</p> <p>50% coinsurance after deductible</p> <p>Coverage for speech therapy is limited to 20 visits per calendar year.</p>

Physical, Speech and Occupational Therapies		
Benefits	Your cost if you visit a:	
	Network provider:	Non-network provider:
3. Occupational therapy services received outside of your home		
a. Habilitative services	25% coinsurance after deductible	50% coinsurance after deductible  Coverage for physical and occupational therapy is limited to a combined maximum of 20 visits per calendar year.
b. Rehabilitative services	25% coinsurance after deductible	50% coinsurance after deductible  Coverage for physical and occupational therapy is limited to a combined maximum of 20 visits per calendar year.

### What's covered

Physical therapy, speech therapy and occupational therapy services provided on an outpatient basis are covered.

Therapy services described in this section include coverage for the treatment of autism spectrum disorders.

When you use out-of-network benefits, in addition to the deductible and coinsurance, you will likely need to pay your provider any billed amount above what Medica pays the provider (the non-network provider reimbursement amount). **These charges are not applied to your deductible or out-of-pocket maximum.** Please see **Visiting non-network providers and why you pay more** in **Before You Access Care** for more information and an example showing out-of-pocket costs associated with out-of-network benefits.

### What to keep in mind

A physician must direct your care in order for it to be eligible for coverage.

Coverage for services provided on an inpatient basis is described under **Hospital Services** in this section.



## **What's not covered**

1. Services primarily educational in nature.
2. Vocational and job rehabilitation.
3. Recreational therapy.
4. Self-care and self-help training (non-medical).
5. Health club memberships.
6. Voice training.
7. Group physical, speech and occupational therapy.
8. Physical, speech or occupational therapy services (including but not limited to services for the correction of speech impediments or assistance in the development of verbal clarity) when there is no reasonable expectation that your condition will improve over a predictable period of time according to generally accepted standards in the medical community.
9. Massage therapy, provided in any setting, even when it is part of a comprehensive treatment plan.

## PHYSICIAN AND PROFESSIONAL SERVICES

Physician and Professional Services		
Benefits	Your cost if you visit a:	
	Network provider:	Non-network provider:
<p>1. Office visits</p> <p><b>Please note:</b> Some services received during an office visit may be covered under another benefit in this section. The most specific and appropriate benefit will apply for each service received during an office visit.</p> <p>For example, certain services may be considered surgical or imaging services; see below and in <b>X-Rays and Other Imaging</b> for coverage of these services. In such instances, both an office visit coinsurance and an outpatient surgical or imaging coinsurance apply.</p>	<p>25% coinsurance after deductible</p>	<p>50% coinsurance after deductible</p>

Physician and Professional Services		
Benefits	Your cost if you visit a:	
	Network provider:	Non-network provider:
<p>2. Urgent care center visits  <b>Please note:</b> Some services received during an urgent care center visit may be covered under another benefit in this section. The most specific and appropriate benefit will apply for each service received during an urgent care center visit.</p> <p>For example, certain services may be considered surgical or imaging services; see below and in <b>X-Rays and Other Imaging</b> for coverage of these services. In such instances, both an urgent care center visit coinsurance and outpatient surgical coinsurance apply.</p>	25% coinsurance after deductible	Covered as an in-network benefit.
<p>3. Convenience care</p> <p>a. Retail health clinic</p> <p>b. Virtual care</p>	<p>25% coinsurance after deductible</p> <p>25% coinsurance after deductible</p>	<p>50% coinsurance after deductible</p> <p>50% coinsurance after deductible</p>
4. Telemedicine	25% coinsurance after deductible	50% coinsurance after deductible

<b>Physician and Professional Services</b>		
<b>Benefits</b>	<b>Your cost if you visit a:</b>	
	<b>Network provider:</b>	<b>Non-network provider:</b>
5. Chiropractic services to diagnose and to treat (by manual manipulation or certain therapies) conditions related to the muscles, skeleton and nerves of the body	25% coinsurance after deductible	50% coinsurance after deductible  Coverage is limited to a maximum of 15 visits per calendar year.
6. Surgical services (as defined in the Physicians' Current Procedural Terminology code book):		
a. Received from a physician during an office visit	25% coinsurance after deductible	50% coinsurance after deductible
b. Received from a physician during an urgent care visit or an outpatient hospital or ambulatory surgical center visit	25% coinsurance after deductible	50% coinsurance after deductible
c. Received from a physician during an inpatient stay	25% coinsurance after deductible	50% coinsurance after deductible
7. Non-surgical services received from a physician during an inpatient stay	25% coinsurance after deductible	50% coinsurance after deductible
8. Non-surgical outpatient hospital or ambulatory surgical center services received from or directed by a physician	25% coinsurance after deductible	50% coinsurance after deductible
9. Routine annual eye exams	Nothing. The deductible does not apply.	50% coinsurance after deductible
10. Allergy shots	25% coinsurance after deductible	50% coinsurance after deductible

<b>Physician and Professional Services</b>		
<b>Benefits</b>	<b>Your cost if you visit a:</b>	
	<b>Network provider:</b>	<b>Non-network provider:</b>
11. Diabetes self-management training and education, including medical nutrition therapy received from a provider in a program consistent with national educational standards (as established by the American Diabetes Association)	25% coinsurance after deductible	50% coinsurance after deductible
12. Neuropsychological evaluations/cognitive testing, limited to services necessary for the diagnosis or treatment of a medical illness or injury	25% coinsurance after deductible	50% coinsurance after deductible
13. Vision therapy and orthoptic and/or pleoptic training, to establish a home program, for the treatment of strabismus and other disorders of binocular eye movements  Coverage is limited to a combined in-network and out-of-network total of 5 training visits and 2 follow-up eye exams per calendar year.	25% coinsurance after deductible	50% coinsurance after deductible

Physician and Professional Services		
Benefits	Your cost if you visit a:	
	Network provider:	Non-network provider:
14. Treatment to lighten or remove the coloration of a port wine stain	<p>Covered at the corresponding in-network benefit level, depending on type of services provided.</p> <p>For example, office visits are covered at the office visit in-network benefit level and surgical services are covered at the surgical services in-network benefit level.</p>	<p>Covered at the corresponding out-of-network benefit level, depending on type of services provided.</p> <p>For example, office visits are covered at the office visit out-of-network benefit level and surgical services are covered at the surgical services out-of-network benefit level.</p>

### What's covered

In-network benefits apply to:

1. Professional services received from a network provider;
2. Physician services for testing and treatment of a sexually transmitted disease, and testing for AIDS and other HIV-related conditions received from either a network provider or a non-network provider;
3. Family planning services, for the voluntary planning of the conception and bearing of children, received from either a network provider or a non-network provider. Family planning services do not include infertility treatment services.
4. Emergency services received from network or non-network providers.

When you use out-of-network benefits, in addition to the deductible and coinsurance, you will likely need to pay your provider any billed amount above what Medica pays the provider (the non-network provider reimbursement amount). **These charges are not applied to your deductible or out-of-pocket maximum.** Please see **Visiting non-network providers and why you pay more** in **Before You Access Care** for more information and an example showing out-of-pocket costs associated with out-of-network benefits.

### What to keep in mind

Services described in this section must be received from or directed by a physician.

For some services, there may be a facility charge in addition to the physician services copayment or coinsurance.

Diagnosed Lyme disease is covered the same as any other illness under this certificate.

### **What's not covered**

1. Drugs provided or administered by a physician or other provider, except those requiring intravenous infusion or injection, intramuscular injection or intraocular injection. Coverage for drugs is as described in **Prescription Drugs, Prescription Specialty Drugs** or otherwise described as a specific benefit elsewhere in this section.

## PREGNANCY – MATERNITY CARE

Pregnancy – Maternity Care		
Benefits	Your cost if you visit a:	
	Network provider:	Non-network provider:
1. Outpatient prenatal services	Nothing. The deductible does not apply.	0% coinsurance. The deductible does not apply.
2. Inpatient stay for labor and delivery services – for the mother  <b>Please note:</b> Maternity labor and delivery services are considered inpatient services regardless of the length of the hospital stay.	25% coinsurance after deductible	50% coinsurance after deductible
3. Physician services received during an inpatient stay for labor and delivery – for the mother	25% coinsurance after deductible	50% coinsurance after deductible
4. Inpatient stay – for your newborn  <b>Please note:</b> Your newborn must be added as a dependent on your plan for this coverage to apply.	25% coinsurance after deductible	50% coinsurance after deductible
5. Physician services received during an inpatient stay – for your newborn  <b>Please note:</b> Your newborn must be added as a dependent on your plan for this coverage to apply.	25% coinsurance after deductible	50% coinsurance after deductible



Pregnancy – Maternity Care		
Benefits	Your cost if you visit a:	
	Network provider:	Non-network provider:
6. Labor and delivery services at a free-standing birth center		
a. Facility services for labor and delivery – for the mother	25% coinsurance after deductible	50% coinsurance after deductible
<b>Please note:</b> Maternity labor and delivery services are considered inpatient services regardless of the length of the hospital stay.		
b. Physician services received for labor and delivery – for the mother	25% coinsurance after deductible	50% coinsurance after deductible
c. Physician services – for your newborn	25% coinsurance after deductible	50% coinsurance after deductible
<b>Please note:</b> Your newborn must be added as a dependent on your plan for this coverage to apply.		
7. Postnatal services	25% coinsurance after deductible	50% coinsurance after deductible
8. Home health care visit following delivery	25% coinsurance after deductible	50% coinsurance after deductible

### What's covered

Pregnancy services are covered and include medical services for prenatal care, labor and delivery, postnatal care and any related complications.

When you use out-of-network benefits, in addition to the deductible and coinsurance, you will likely need to pay your provider any billed amount above what Medica pays the provider (the non-network provider reimbursement amount). **These charges are not applied to your deductible or out-of-pocket maximum.** Please see **Visiting non-network providers and why you pay more** in **Before You Access Care** for more information and an example showing out-of-pocket costs associated with out-of-network benefits.

## What to keep in mind

### Enrolling your baby

Medica does not automatically know of a birth or whether you would like coverage for your baby. To enroll your newborn as a dependent, see **Who's Eligible for Coverage and How Do They Enroll**. Once enrolled, your baby will be covered from birth. If adding your baby raises your premium, Medica is entitled to all premiums due from the time the baby is born. If any premium amount is past due, Medica may reduce payment by the amount you owe when paying for your baby's health services. For more information, see **Who's Eligible for Coverage and How Do They Enroll**.

**Please note:** We encourage you to enroll your newborn in your plan within 30 days of the date of birth, date of placement for adoption or date of adoption. For more information, see **Who's Eligible for Coverage and How Do They Enroll**.

### Prenatal care

Covered prenatal services include:

- Office visits for prenatal care, including professional services, lab, pathology, x-rays and imaging;
- Hospital and ambulatory surgery center services for prenatal care, including professional services received during an inpatient stay for prenatal care;
- Intermittent skilled care or home infusion therapy due to a high-risk pregnancy; and
- Supplies for gestational diabetes.

Not all services received during your pregnancy are considered prenatal care. Some services *not* considered prenatal care include (but are not limited to) treatment of:

- Conditions that existed before (and independently of) the pregnancy, such as diabetes or lupus, even if the pregnancy has caused those conditions to require more frequent care or monitoring.
- Conditions that have arisen during the pregnancy but are not directly related to care of the pregnancy, such as back and neck pain or a skin rash.
- Miscarriage and ectopic pregnancy.

Services that are not considered prenatal care may be eligible for coverage under the most specific and appropriate section of this certificate. Please refer to those sections for coverage information. The **Where to Find It** section can help direct you to the right place.

### Labor and delivery

Labor and delivery services are considered inpatient services regardless of the length of hospital stay.

Each member's hospital admission is separate from the admission of any other member. That means a separate deductible and coinsurance will be applied to both you and your newborn for inpatient services related to labor and delivery.

### **Newborns' and Mothers' Health Protection Act of 1996**

Generally, Medica may not restrict benefits for any hospital stay in connection with childbirth for the mother or newborn child member to less than 48 hours following a vaginal delivery (or less than 96 hours following a cesarean section). However, federal law generally does not prohibit the mother or newborn child member's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours, as applicable). In any case, Medica may not require a provider to obtain prior authorization from Medica for a stay of 48 hours or less (or 96 hours, as applicable).

#### **Postnatal care**

Postnatal care includes routine follow-up care from your provider after delivery.

Your plan covers one home health care visit if it occurs within 4 days of discharge. For services received after 4 days, please see **Home Health Care** in this section.

For more information about pregnancy care, see the tip sheet at [medica.com/membertips](http://medica.com/membertips).

#### **What's not covered**

1. Health care professional services for home labor and delivery.
2. Services from a doula.
3. Childbirth and other educational classes.

## PRESCRIPTION DRUGS

### Prescription Drugs

A prescription unit is:

**Pharmacy:** 31-consecutive day supply, or in the case of contraceptives, up to a one-cycle supply

**Mail order pharmacy:** 93-consecutive day supply, or in the case of contraceptives, up to a three-cycle supply

### Your cost if you visit a:

	<b>Network pharmacy:</b>	<b>Non-network pharmacy:</b>	<b>Mail order pharmacy:</b>
<p>1. Prescription drugs received at a retail pharmacy, other than those described below or in <b>Prescription Specialty Drugs</b></p>	<p><b>Generic:</b> 25% coinsurance after deductible per prescription unit; or</p> <p><b>Preferred brand:</b> 25% coinsurance after deductible per prescription unit; or</p> <p><b>Non-preferred brand:</b> 45% coinsurance after deductible per prescription unit</p>	<p><b>Generic:</b> 50% coinsurance after deductible per prescription unit; or</p> <p><b>Preferred brand:</b> 50% coinsurance after deductible per prescription unit; or</p> <p><b>Non-preferred brand:</b> 50% coinsurance after deductible per prescription unit</p>	<p><b>Generic:</b> 25% coinsurance after deductible per prescription unit; or</p> <p><b>Preferred brand:</b> 25% coinsurance after deductible per prescription unit; or</p> <p><b>Non-preferred brand:</b> 45% coinsurance after deductible per prescription unit</p>
<p>2. Diabetic equipment and supplies, including blood glucose meters</p>	<p><b>Generic:</b> 25% coinsurance after deductible per prescription unit; or</p> <p><b>Preferred brand:</b> 25% coinsurance after deductible per prescription unit; or</p> <p><b>Non-preferred brand:</b> 45% coinsurance after deductible per prescription unit</p>	<p><b>Generic:</b> 50% coinsurance after deductible per prescription unit; or</p> <p><b>Preferred brand:</b> 50% coinsurance after deductible per prescription unit; or</p> <p><b>Non-preferred brand:</b> 50% coinsurance after deductible per prescription unit</p>	<p><b>Generic:</b> 25% coinsurance after deductible per prescription unit; or</p> <p><b>Preferred brand:</b> 25% coinsurance after deductible per prescription unit; or</p> <p><b>Non-preferred brand:</b> 45% coinsurance after deductible per prescription unit</p>

## Prescription Drugs

### A prescription unit is:

**Pharmacy:** 31-consecutive day supply, or in the case of contraceptives, up to a one-cycle supply

**Mail order pharmacy:** 93-consecutive day supply, or in the case of contraceptives, up to a three-cycle supply

### Your cost if you visit a:

	<b>Network pharmacy:</b>	<b>Non-network pharmacy:</b>	<b>Mail order pharmacy:</b>
3.	<p>All FDA-approved drugs (including certain women’s contraceptives), tobacco cessation products and other supplies and services that are considered preventive health services</p>		
	<p><b>Generic:</b> Nothing per prescription unit; or</p> <p><b>Preferred brand:</b> Nothing per prescription unit; or</p> <p><b>Non-preferred brand:</b> No coverage</p> <p>The deductible does not apply.</p>	<p><b>Generic:</b> 50% coinsurance after deductible per prescription unit; or</p> <p><b>Preferred brand:</b> 50% coinsurance after deductible per prescription unit; or</p> <p><b>Non-preferred brand:</b> No coverage</p>	<p><b>Generic:</b> Nothing per prescription unit; or</p> <p><b>Preferred brand:</b> Nothing per prescription unit; or</p> <p><b>Non-preferred brand:</b> No coverage</p> <p>The deductible does not apply.</p> <p><b>Please note:</b> Tobacco cessation products are not available through a mail order pharmacy.</p>
4.	<p>Orally-administered cancer treatment medications</p>		
	<p><b>Generic:</b> 25% coinsurance after deductible per prescription unit; or</p> <p><b>Preferred brand:</b> 25% coinsurance after deductible per prescription unit; or</p> <p><b>Non-preferred brand:</b> 25% coinsurance after deductible per prescription unit</p>	<p>No coverage. These medications must be obtained from a Medica designated specialty pharmacy.</p>	<p>No coverage. These medications must be obtained from a Medica designated specialty pharmacy.</p>

<b>Prescription Drugs</b>		
<b>A prescription unit is:</b>		
<b>Pharmacy:</b> 31-consecutive day supply, or in the case of contraceptives, up to a one-cycle supply		
<b>Mail order pharmacy:</b> 93-consecutive day supply, or in the case of contraceptives, up to a three-cycle supply		
<b>Your cost if you visit a:</b>		
<b>Network pharmacy:</b>	<b>Non-network pharmacy:</b>	<b>Mail order pharmacy:</b>
5. Outpatient medications commonly used to promote and maintain healthy outcomes for certain medical conditions		
<b>Generic:</b> Nothing per prescription unit; or	No coverage	<b>Generic:</b> Nothing per prescription unit; or
<b>Preferred brand:</b> Nothing per prescription unit; or		<b>Preferred brand:</b> Nothing per prescription unit; or
<b>Non-preferred brand:</b> Covered as a non-preferred brand benefit under 1. in this table		<b>Non-preferred brand:</b> Covered as a non-preferred brand benefit under 1. in this table
The deductible does not apply.		The deductible does not apply.

## What's covered

Prescription drugs and certain over-the-counter (OTC) drugs and supplies are covered if they are:

- Prescribed by an authorized provider;
- Included on Medica's drug list (unless identified as not covered); and
- Received from a pharmacy or a designated mail order pharmacy.

Coverage for specialty prescription drugs (drugs used to treat complex conditions and which may require special handling) is described in the next section, **Prescription Specialty Drugs**.

### What is Medica's Drug List

Medica's drug list (Drug List) is comprised of drugs that meet the medical needs of our members and have proven safety and effectiveness. It includes both brand-name and generic drugs. The drugs on this list have been approved by the Food and Drug Administration (FDA). The Drug List identifies whether a drug is classified by Medica as a generic, preferred brand or non-preferred brand drug. A team of physicians and pharmacists meets regularly to review and update the Drug List. Your doctor can use this list to select medications for your health care needs, while helping you maximize your prescription drug benefit. You will be notified in advance if there are any changes to the Drug List that affect medications you are receiving.

The terms “generic” and “brand name” are used in the health care industry in different ways. To better understand your coverage, please review the following:

**Generic:** A drug: (1) that contains the same active ingredient as a brand name drug and is chemically equivalent to a brand name drug in strength, concentration, dosage form and route of administration; or (2) that Medica identifies as a generic product. Medica uses industry standard resources to determine a drug’s classification as either brand name or generic. Not all products identified as “generic” by the manufacturer, pharmacy or your provider may be classified by Medica as generic.

Generic drugs are your lowest coinsurance option. For your lowest share of the cost, consider a generic covered drug if you and your provider decide it is appropriate for your treatment.

**Preferred brand:** A drug: (1) that is manufactured and marketed under a trademark or name by a specific drug manufacturer; or (2) that Medica identifies as a brand name product. Medica uses industry standard resources to determine a drug’s classification as either brand name or generic. Not all products identified as “brand name” by the manufacturer, pharmacy or your provider may be classified by Medica as brand name.

Preferred brand drugs have a higher coinsurance. You may consider a preferred brand covered drug to treat your condition if you and your provider decide it is appropriate.

**Non-preferred brand** drugs have the highest coinsurance. The covered non-preferred brand drugs are usually more costly.

If you have questions about Medica’s Drug List or whether a specific drug is covered (and/or whether the drug is generic, preferred brand or non-preferred brand) or if you would like to request a copy of the Drug List at no charge, call Customer Service at one of the telephone numbers listed inside the front cover. It is also available on [mymedica.com](http://mymedica.com).

## **What to keep in mind**

### What is a prescription unit

A prescription unit is the amount that will be dispensed unless it is limited by the drug manufacturer’s packaging, dosing instructions or Medica’s medication request guidelines. This includes quantity limits that are indicated on the Drug List. Coinsurance amounts will apply to each prescription unit dispensed.

One prescription unit from a pharmacy is a 31-consecutive-day supply (or, in the case of contraceptives, up to a one-cycle supply).

One prescription unit from a designated mail order pharmacy is a 93-consecutive-day supply (or, in the case of contraceptives, up to a three-cycle supply).

Three prescription units from a pharmacy may be dispensed for covered drugs prescribed to treat chronic conditions. Medica has specifically designated some network pharmacies to dispense multiple prescription units. For the list of these designated pharmacies, visit [mymedica.com](http://mymedica.com) or call Customer Service.

For some prescriptions there are special requirements that must be met in order to receive coverage. These include:

- **Prior authorization (PA)**  
Certain drugs require prior authorization (approval in advance) from Medica in order to be covered. These medications are shown on the Drug List with the abbreviation “PA.” The Drug List is available to providers, including pharmacies and the designated mail order pharmacies. Your network provider who prescribes the drug should initiate the prior authorization process. You will pay the entire cost of the drug received if you do not meet Medica’s authorization criteria.
- **Step therapy (ST)**  
Step therapy is a process that involves trying an alternative covered drug first (typically a generic drug) before moving to a preferred brand or non-preferred brand covered drug for treatment of the same medical condition. The medications subject to step therapy are shown on the Drug List with the abbreviation “ST.” You must meet applicable step therapy requirements before Medica will cover these preferred brand or non-preferred brand drugs.
- **Quantity limits (QL)**  
Certain covered drugs have limits on the maximum quantity allowed per prescription over a specific period of time. The medications subject to quantity limits are shown on the Drug List with the abbreviation “QL.” Some quantity limits are based on the manufacturer’s packaging, FDA labeling or clinical guidelines.
- **Pharmacy requirement**  
Certain self-administered cancer treatment medications must be obtained from a Medica-designated specialty pharmacy in order to be covered.

#### Exceptions to the Drug List

In certain cases, it is possible to get an exception to the coverage rules described under What is Medica’s Drug List above. **Please note that exceptions will only be allowed when specific clinical criteria are satisfied.** Any exception that Medica grants will improve the coverage by only one benefit level. However, no member cost sharing will apply for exceptions applicable to preventive health services.

Exceptions can also include antipsychotic drugs prescribed to treat emotional disturbance or mental illness, and certain drugs for diagnosed mental illness or emotional disturbance if removed from the Drug List or you change health plans. Antipsychotic drug(s) prescribed to treat emotional disturbance or mental illness will be covered if the prescribing provider:

- Certifies to Medica in writing that he/she has considered all equivalent drugs on the Drug List and has determined that the drug prescribed will best treat your condition (unless the drug was removed from Medica’s Drug List for safety reasons); or
- Indicates to Medica that drugs on the Drug List cause you to have an adverse reaction, are contraindicated for you or the prescription drug must be dispensed as written to provide maximum medical benefit to you, unless the requested drug was removed from the Drug List for safety reasons.



If you have a condition that may seriously jeopardize your life, health or ability to regain maximum function or if you are undergoing a current course of treatment with a drug not included on the Drug List, an expedited review may be requested. Medica will make a determination and provide notification on an expedited review request within 24 hours of receiving the request.

If you would like to request a copy of Medica's Drug List exception process or for more information regarding the expedited review process, call Customer Service at one of the telephone numbers listed inside the front cover.

### Mail order pharmacy

Mail order pharmacy benefits apply when covered drugs are received from a designated mail order pharmacy.

To learn more about how to use mail order pharmacy, log in to [mymedica.com](http://mymedica.com).

### Additional considerations

The table above describes your coinsurance for the prescription drug. An additional coinsurance will apply for a provider's services if you require that they administer a self-administered drug. For these purposes, "professionally administered drugs" are drugs that require intravenous infusion or injection, intramuscular injection or intraocular injection; "self-administered drugs" are all other drugs.

Coverage for tobacco cessation includes all FDA-approved tobacco cessation products that are considered preventive health services. This coverage includes up to a 180-day supply of tobacco cessation medication.

The list of covered Preventive Drugs and Other Services is specific and limited. For a current list go to [mymedica.com](http://mymedica.com) and refer to the Preventive Drug and Supply category on the Drug List or call Customer Service.

These pharmacy benefits include covered drugs for family planning services or the treatment of sexually transmitted diseases when they are prescribed by either a network or a non-network provider. Family planning services do not include fertility treatment services.

While diabetic equipment and supplies, including blood glucose meters, are covered under the prescription drug benefit, coverage for insulin pumps is described under **Durable Medical Equipment, Prosthetics and Medical Supplies**.

### **What's not covered**

1. Drugs and supplies that are not on Medica's Drug List, unless covered through the exception process described in this certificate.
2. Any amount above what Medica would have paid when you fail to identify yourself as a member to the pharmacy. (Medica will notify you before enforcement of this provision.)
3. Over-the-counter (OTC) drugs not listed on Medica's Drug List.
4. Replacement of a drug due to loss, damage or theft.

5. Appetite suppressants.
6. Sexual dysfunction medications.
7. Non-sedating antihistamines and non-sedating antihistamine/decongestant combinations.
8. Proton pump inhibitors, except for members 12 years of age and younger, and those members who have a feeding tube.
9. Tobacco cessation products or services dispensed through a mail order pharmacy.
10. Drugs prescribed by a provider who is not acting within his/her scope of licensure.
11. Homeopathic medicine.
12. Infertility drugs.
13. Specialty prescription drugs, except as described in **Prescription Specialty Drugs**.
14. Bulk powders, chemicals and products used in prescription drug compounding.
15. Products that are duplicative to, or are in the same class and category as products on Medica's Drug List.
16. New-to-market drugs: Products recently approved by the FDA and introduced into the market will not be covered until they are reviewed and considered for placement on the Drug List.

## PRESCRIPTION SPECIALTY DRUGS

Prescription Specialty Drugs	
Benefits	You pay:
1. Specialty prescription drugs received from a designated specialty pharmacy	<p><b>Preferred specialty prescription drugs:</b> 25% coinsurance after deductible up to a maximum of \$200 per prescription unit; or</p> <p><b>Non-preferred specialty prescription drugs:</b> 45% coinsurance after deductible per prescription unit</p>
2. Specialty growth hormone when prescribed by a physician for the treatment of a demonstrated growth hormone deficiency and received from a designated specialty pharmacy	<p><b>Preferred specialty prescription drugs:</b> 25% coinsurance after deductible up to a maximum of \$200 per prescription unit; or</p> <p><b>Non-preferred specialty prescription drugs:</b> 45% coinsurance after deductible per prescription unit</p>
3. Orally-administered cancer treatment medications	<p><b>Preferred specialty prescription drugs:</b> 25% coinsurance after deductible up to a maximum of \$200 per prescription unit; or</p> <p><b>Non-preferred specialty prescription drugs:</b> 25% coinsurance after deductible per prescription unit</p>

### What's covered

Specialty medications are high-technology, high cost, oral or injectable drugs used for the treatment of certain diseases that require complex therapies. Many specialty medications require special handling and in most cases are prescribed by a specialist.

Specialty prescription drugs are covered if they are:

- Prescribed by an authorized provider;
- Included on Medica's specialty drug list (unless identified as not covered); and
- Received from a designated specialty pharmacy.

### What is Medica's Specialty Drug List

Medica's specialty drug list (Specialty Drug List) is comprised of drugs that meet the medical needs of our members and have been selected based on their safety, effectiveness, uniqueness and cost. They have been approved by the Food and Drug Administration (FDA). A team of physicians and pharmacists meets regularly to review and update the Specialty Drug List.

Your doctor can use this list to select medications for your health care needs, while helping you maximize your prescription drug benefit. You will be notified in advance if there are any changes to the Specialty Drug List that affect medications you are receiving.

**Preferred** specialty prescription drugs are your lowest coinsurance option. For your lowest share of the cost, consider a preferred specialty prescription drug if you and your physician decide it is appropriate for your treatment.

**Non-preferred** specialty prescription drugs have a higher coinsurance than preferred specialty prescription drugs. Consider a non-preferred specialty prescription drug if you and your physician decide it is appropriate for your treatment.

If you have questions about Medica's Specialty Drug List or whether a specific specialty prescription drug is covered (and/or the benefit level in which the drug may be covered) or if you would like to request a copy of the Specialty Drug List, at no charge, call Customer Service at one of the telephone numbers listed inside the front cover. It is also available on [mymedica.com](http://mymedica.com).

### **What to keep in mind**

These benefits apply when covered specialty prescription drugs are received from a designated specialty pharmacy. A current list of designated specialty pharmacies is available on [mymedica.com](http://mymedica.com). You can also call Customer Service at one of the telephone numbers listed inside the front cover.

The table above describes your coinsurance for the specialty prescription drug. An additional coinsurance will apply for a provider's services if you require that they administer a self-administered drug. For these purposes, "professionally administered drugs" are drugs that require intravenous infusion or injection, intramuscular injection or intraocular injection; "self-administered drugs" are all other drugs.

### What is a prescription unit

A prescription unit is the amount that will be dispensed unless it is limited by the drug manufacturer's packaging, dosing instructions or Medica's medication request guidelines. This includes quantity limits that are indicated on the Specialty Drug List. Coinsurance amounts will apply to each prescription unit dispensed.

One prescription unit from a designated specialty pharmacy is a 31-consecutive-day supply.

For some prescriptions there are special requirements that must be met in order to receive coverage. These include:

- **Prior authorization (PA)**  
Certain specialty prescription drugs require prior authorization (approval in advance) from Medica in order to be covered. These medications are shown on the Specialty Drug List with the abbreviation “PA.” The Specialty Drug List is available to providers, including designated specialty pharmacies. Your network provider who prescribes the drug should initiate the prior authorization process. You will pay the entire cost of the drug received if you do not meet Medica’s authorization criteria.
- **Step therapy (ST)**  
Step therapy is a process that involves trying an alternative covered specialty prescription drug (typically a preferred drug) before moving to certain other preferred or non-preferred drugs. The medications subject to step therapy are shown on the Specialty Drug List with the abbreviation “ST.” You must meet applicable step therapy requirements before Medica will cover these preferred or non-preferred drugs.
- **Quantity limits (QL)**  
Certain covered specialty prescription drugs have limits on the maximum quantity allowed per prescription over a specific period of time. These specialty medications are shown on the Specialty Drug List with the abbreviation “QL.” Some quantity limits are based on the manufacturer’s packaging, FDA labeling or clinical guidelines.
- **Pharmacy requirement**  
Certain self-administered cancer treatment medications must be obtained from a Medica-designated specialty pharmacy in order to be covered.

#### Exceptions to the Specialty Drug List

In certain cases, it is possible to get an exception to the coverage rules described under What is Medica’s Specialty Drug List above. **Please note that exceptions will only be allowed when specific clinical criteria are satisfied.** Any exception that Medica grants will improve the coverage by only one benefit level.

Exceptions can also include antipsychotic drugs prescribed to treat emotional disturbance or mental illness, and certain drugs for diagnosed mental illness or emotional disturbance if removed from the Specialty Drug List or you change health plans. Antipsychotic drug(s) prescribed to treat emotional disturbance or mental illness will be covered if the prescribing provider:

- Certifies to Medica in writing that he/she has considered all equivalent drugs on the Specialty Drug List and has determined that the drug prescribed will best treat your condition (unless the drug was removed from the Specialty Drug List for safety reasons); or
- Indicates to Medica that drugs on the Specialty Drug List cause you to have an adverse reaction, are contraindicated for you or the prescription drug must be dispensed as written

to provide maximum medical benefit to you, unless the requested drug was removed from the Specialty Drug List for safety reasons.

If you have a condition that may seriously jeopardize your life, health or ability to regain maximum function or if you are undergoing a current course of treatment with a drug not included on the Specialty Drug List, an expedited review may be requested. Medica will make a determination and provide notification on an expedited review request within 24 hours of receiving the request.

If you would like to request a copy of Medica's Specialty Drug List exception process or for more information regarding the expedited review process, call Customer Service at one of the telephone numbers listed inside the front cover.

### **What's not covered**

1. Specialty prescription drugs that are not on Medica's Specialty Drug List, unless covered through the exception process described in this certificate.
2. Any amount above what Medica would have paid when you fail to identify yourself as a member to the designated specialty pharmacy. (Medica will notify you before enforcement of this provision.)
3. Replacement of a specialty prescription drug due to loss, damage or theft.
4. Specialty prescription drugs prescribed by a provider who is not acting within his/her scope of licensure.
5. Prescription drugs and OTC drugs, except as described in **Prescription Drugs** in this certificate.
6. Specialty prescription drugs received from a pharmacy that is not a designated specialty pharmacy.
7. Infertility drugs.
8. Growth hormone, except as specifically described in the benefit table above.

## PREVENTIVE HEALTH CARE

Preventive Health Care			
Your cost if you visit a:			
Benefits	Network provider:	Non-network provider:	
1. Child health supervision services, including well-baby care	Nothing. The deductible does not apply.	0% coinsurance. The deductible does not apply.	
2. Immunizations	Nothing. The deductible does not apply.	50% coinsurance after deductible	
3. Early disease detection services including physicals	Nothing. The deductible does not apply.	50% coinsurance after deductible	
4. Routine screening procedures for cancer including, but not limited to, screening for ovarian cancer and prostate cancer	Nothing. The deductible does not apply.	50% coinsurance after deductible	
5. Women's preventive health services including mammograms, screenings for cervical cancer, human papillomavirus (HPV) testing, counseling for sexually transmitted infections, counseling for human immunodeficiency virus (HIV), BRCA genetic testing and related genetic counseling (when appropriate) and sterilization	Nothing. The deductible does not apply.	50% coinsurance after deductible	
6. Tobacco use counseling and intervention	Nothing. The deductible does not apply.	50% coinsurance after deductible	
7. Other preventive health services	Nothing. The deductible does not apply.	50% coinsurance after deductible	

## What to keep in mind

Routine preventive services are as defined by state and federal law.

If you receive preventive and non-preventive health services during the same visit, the non-preventive health services may be subject to a coinsurance or deductible, as described elsewhere in this section. The most specific and appropriate benefit will apply for each service you receive during a visit. For example:

- Your plan covers routine mammograms as described above. However, if your doctor recommends additional tests, such as a breast ultrasound or MRI, your x-ray or other imaging benefits will apply. For most plans, that means you'll incur costs for those tests.

When you use out-of-network benefits, in addition to the deductible and coinsurance, you will likely need to pay your provider any billed amount above what Medica pays the provider (the non-network provider reimbursement amount). **These charges are not applied to your deductible or out-of-pocket maximum.** Please see **Visiting non-network providers and why you pay more** in **Before You Access Care** for more information and an example showing out-of-pocket costs associated with out-of-network benefits.

For more information about preventive care, see the tip sheet at [medica.com/membertips](http://medica.com/membertips).



## RECONSTRUCTIVE AND RESTORATIVE SURGERY

Reconstructive and Restorative Surgery		
Your cost if you visit a:		
Benefits	Network provider:	Non-network provider:
1. Reconstructive and restorative surgery	<p>Covered at the corresponding in-network benefit level, depending on type of services provided.</p> <p>For example, office visits are covered at the office visit in-network benefit level and surgical services are covered at the surgical services in-network benefit level.</p>	<p>Covered at the corresponding out-of-network benefit level, depending on type of services provided.</p> <p>For example, office visits are covered at the office visit out-of-network benefit level and surgical services are covered at the surgical services out-of-network benefit level.</p>

### What's covered

Professional, hospital and ambulatory surgical center services for reconstructive and restorative surgery are covered. To be eligible, reconstructive and restorative surgery services must be medically necessary and not cosmetic.

When you use out-of-network benefits, in addition to the deductible and coinsurance, you will likely need to pay your provider any billed amount above what Medica pays the provider (the non-network provider reimbursement amount). **These charges are not applied to your deductible or out-of-pocket maximum.** Please see **Visiting non-network providers and why you pay more** in **Before You Access Care** for more information and an example showing out-of-pocket costs associated with out-of-network benefits.

### What to keep in mind

After a mastectomy, Medica will cover all stages of reconstruction of the breast on which the mastectomy was performed and surgery and reconstruction of the other breast to produce a symmetrical appearance. Medica will also cover prostheses and physical complications, including lymphedemas, at all stages of mastectomy.

## What's not covered

1. Revision of blemishes on skin surfaces and scars (including scar excisions) primarily for cosmetic purposes, unless otherwise covered in **Physician and Professional Services** in this section.
2. Repair of a pierced body part and surgical repair of bald spots or loss of hair.
3. Repairs to teeth, including any other dental procedures or treatment, whether the dental treatment is needed because of a primary dental problem or as a manifestation of a medical treatment or condition.
4. Services and procedures primarily for cosmetic purposes.
5. Surgical correction of male breast enlargement primarily for cosmetic purposes.
6. Hair transplants.
7. Drugs provided or administered by a physician or other provider on an outpatient basis, except those requiring intravenous infusion or injection, intramuscular injection or intraocular injection. Coverage for drugs is as described in **Prescription Drugs**, **Prescription Specialty Drugs** or otherwise described as a specific benefit elsewhere in this section.

## SKILLED NURSING FACILITY

Skilled Nursing Facility		
Your cost if you visit a:		
Benefits	Network provider:	Non-network provider:
1. Daily skilled care or daily skilled rehabilitation services, including room and board, up to 120 days per member per calendar year for in-network and out-of-network services combined	25% coinsurance after deductible	50% coinsurance after deductible
2. Skilled physical, speech or occupational therapy when room and board is not eligible to be covered	25% coinsurance after deductible	50% coinsurance after deductible
3. Services received from a physician during an inpatient stay in a skilled nursing facility	25% coinsurance after deductible	50% coinsurance after deductible

### What's covered

Skilled nursing facility services are covered. Care must be provided under the direction of a physician.

When you use out-of-network benefits, in addition to the deductible and coinsurance, you will likely need to pay your provider any billed amount above what Medica pays the provider (the non-network provider reimbursement amount). **These charges are not applied to your deductible or out-of-pocket maximum.** Please see **Visiting non-network providers and why you pay more** in **Before You Access Care** for more information and an example showing out-of-pocket costs associated with out-of-network benefits.

### What to keep in mind

In this section, room and board includes coverage of health services and supplies.

Skilled nursing facility services are eligible for coverage only if you are admitted to a skilled nursing facility within 30 days after a hospital admission of at least three consecutive days for the same illness or condition.

## **What's not covered**

1. Custodial care and other non-skilled services.
2. Self-care or self-help training (non-medical).
3. Services primarily educational in nature.
4. Vocational and job rehabilitation.
5. Recreational therapy.
6. Health club memberships.
7. Physical, speech or occupational therapy services when there is no reasonable expectation that the member's condition will improve over a predictable period of time according to generally accepted standards in the medical community.
8. Voice training.
9. Group physical, speech and occupational therapy.
10. Long-term care.
11. Charges to hold a bed during a skilled nursing facility absence due to hospitalization or any other reason.

## TEMPOROMANDIBULAR JOINT (TMJ) AND CRANIOMANDIBULAR DISORDER

Temporomandibular Joint (TMJ) and Craniomandibular Disorder		
Benefits	Your cost if you visit a:	
	Network provider:	Non-network provider:
<p>1. Treatment of temporomandibular joint (TMJ) disorder and craniomandibular disorder</p> <p><b>Note:</b> Dental coverage is not provided under this benefit.</p>	<p>Covered at the corresponding in-network benefit level, depending on type of services provided.</p> <p>For example, office visits are covered at the office visit in-network benefit level and surgical services are covered at the surgical services in-network benefit level.</p>	<p>Covered at the corresponding out-of-network benefit level, depending on type of services provided.</p> <p>For example, office visits are covered at the office visit out-of-network benefit level and surgical services are covered at the surgical services out-of-network benefit level.</p>

### What to keep in mind

When you use out-of-network benefits, in addition to the deductible and coinsurance, you will likely need to pay your provider any billed amount above what Medica pays the provider (the non-network provider reimbursement amount). **These charges are not applied to your deductible or out-of-pocket maximum.** Please see **Visiting non-network providers and why you pay more** in **Before You Access Care** for more information and an example showing out-of-pocket costs associated with out-of-network benefits.

## TRANSPLANT SERVICES

Transplant Services		
Benefits	Your cost if you visit a:	
	Network provider:	Non-network provider:
<p>1. Solid organ and blood and marrow transplant services</p> <p><b>Prior authorization is required for all transplant services; this prior authorization must be obtained before the transplant workup is initiated.</b></p>	<p>Covered at the corresponding in-network benefit level, depending on type of services provided.</p> <p>For example, office visits are covered at the office visit in-network benefit level and surgical services are covered at the surgical services in-network benefit level.</p>	<p>No coverage</p>
<p>2. Transportation and lodging reimbursement, as described below, is available for reasonable and necessary expenses.</p> <p>Reimbursement will be for you and a companion, when you receive approved transplant services at a designated facility, and you live more than 50 miles from that facility, and will include:</p> <p>a. Transportation for you and one companion (traveling on the same day(s)) to and/or from a designated facility for transplant services for pre-transplant, transplant and post-transplant services. If you are a minor child, transportation expenses for two companions will be reimbursed.</p>	<p>Reimbursement of expenses for out-of-network services is not covered.</p>	

Transplant Services		
Benefits	Your cost if you visit a:	
	Network provider:	Non-network provider:
<p>b. Lodging for you (while not confined) and one companion. Reimbursement is available for a per diem amount of up to \$150 for one person or up to \$300 for two people. If you are a minor child, reimbursement for lodging expenses for two companions is available, up to a per diem amount of \$300.</p> <p>There is a lifetime maximum of \$10,000 per member for all transportation and lodging expenses incurred by you and your companion(s).</p> <p>Meals are not reimbursable under this benefit.</p> <p>The deductible does not apply to this reimbursement benefit. You are responsible for paying all amounts not reimbursed under this benefit. Such amounts do not count toward your out-of-pocket maximum or toward satisfaction of your deductible.</p>		

### What's covered

Certain solid organ and blood and marrow transplant services are covered if provided under the direction of a network physician and received at a designated transplant facility. These transplant and related services (including organ acquisition and procurement) must be medically necessary, appropriate for the diagnosis, without contraindications and be non-investigative.

### What to keep in mind

Prior authorization from Medica is required before you receive transplant services or supplies. See **Before You Access Care** for more information about the prior authorization process.

Benefits for each individual member will be determined based on their clinical circumstances according to medical criteria used by Medica. Because medical technology is constantly changing, Medica reserves the right to review and update these medical criteria.

Coverage is provided for the following human organ transplants, if appropriate, and those that are not otherwise excluded from coverage:

- Cornea
- Kidney
- Lung
- Heart

- Heart/lung
- Pancreas
- Liver
- Allogeneic, autologous and syngeneic bone marrow. Bone marrow transplants include the transplant of stem cells from bone marrow, peripheral blood and umbilical cord blood.

The list above is not a comprehensive list of eligible transplant services.

In-network benefits apply to transplant services provided by a network provider and received at a designated transplant facility. A designated transplant facility means a facility that has entered into a separate contract with Medica to provide certain transplant-related health services. You may be evaluated and listed as a potential transplant recipient at multiple designated transplant facilities. Contact Customer Service to be connected with a Medica case manager for your transplant care.

Medica requires that all pre-transplant, transplant and post-transplant services, from the time of the initial evaluation through no more than one year after the date of the transplant, be received at one designated facility. Based on the type of transplant you receive, Medica will determine the specific time period medically necessary.

There is no coverage for out-of-network transplant services.

### **What's not covered**

1. Supplies and services related to transplants that would not be authorized by Medica under the medical criteria referenced in this section.
2. Chemotherapy, radiation therapy, drugs or any therapy used to damage the bone marrow and related to transplants that would not be authorized by Medica under the medical criteria referenced in this section.
3. Living donor transplants that would not be authorized by Medica under the medical criteria referenced in this section.
4. Services required to meet the patient selection criteria for the authorized transplant procedure. This includes treatment of nicotine or caffeine addiction, services and related expenses for weight loss programs, nutritional supplements, appetite suppressants and supplies of a similar nature not otherwise covered under this certificate.
5. Mechanical, artificial or non-human organ implants or transplants and related services that would not be authorized by Medica under the medical criteria referenced in this section.
6. Transplants and related services that are investigative.
7. Private collection and storage of umbilical cord blood for directed use.
8. Drugs provided or administered by a physician or other provider on an outpatient basis, except those requiring intravenous infusion or injection, intramuscular injection or intraocular injection. Coverage for drugs is as described in **Prescription Drugs**, **Prescription Specialty Drugs** or otherwise described as a specific benefit elsewhere in this section.



## X-RAYS AND OTHER IMAGING

X-Rays and Other Imaging			
Your cost if you visit a:			
Benefits	Network provider:	Non-network provider:	
1. X-rays and other imaging services received during an office visit	25% coinsurance after deductible	50% coinsurance after deductible	
2. X-rays and other imaging services received during an outpatient hospital or ambulatory surgical center visit  <b>Note:</b> For these services received during an emergency room visit, see <b>Emergency Room Care</b> .	25% coinsurance after deductible	50% coinsurance after deductible	
3. X-rays and other imaging services received in an inpatient setting	25% coinsurance after deductible	50% coinsurance after deductible	
4. MRI, CT and PET CT scans  <b>Note:</b> Some types of scans may require prior authorization.	25% coinsurance after deductible	50% coinsurance after deductible	

### What to keep in mind

When you use out-of-network benefits, in addition to the deductible and coinsurance, you will likely need to pay your provider any billed amount above what Medica pays the provider (the non-network provider reimbursement amount). **These charges are not applied to your deductible or out-of-pocket maximum.** Please see **Visiting non-network providers and why you pay more** in **Before You Access Care** for more information and an example showing out-of-pocket costs associated with out-of-network benefits.

## What's Not Covered

Medica will not provide coverage for any of the services, treatments, supplies or items described in this section even if it is recommended or prescribed by a physician or it is the only available treatment for your condition.

This section describes additional exclusions to the services, supplies and associated expenses already listed as **What's not covered** in this certificate. These include:

1. Services that are not medically necessary. This includes but is not limited to services inconsistent with the medical standards and accepted practice parameters of the community and services inappropriate—in terms of type, frequency, level, setting and duration—to the diagnosis or condition.
2. Services or drugs used to treat conditions that are cosmetic in nature, unless otherwise determined to be reconstructive.
3. Refractive eye surgery, including but not limited to LASIK surgery.
4. The purchase, replacement or repair of eyeglasses, eyeglass frames or contact lenses when prescribed solely for vision correction and their related fittings.
5. Services provided by an audiologist when not under the direction of a physician.
6. Hearing aids (including internal, external or implantable hearing aids or devices) and other devices to improve hearing and their related fittings, except as described in **Durable Medical Equipment, Prosthetics and Medical Supplies** in **What's Covered and How Much Will I Pay**.
7. A drug, device or medical treatment or procedure that is investigative.
8. Services or supplies not directly related to your care.
9. Autopsies.
10. Enteral feedings, unless they are the sole source of nutrition; however, enteral feedings of standard infant formulas, standard baby food and regular grocery products used in blenderized formulas are excluded regardless of whether they are the sole source of nutrition.
11. Nutritional and electrolyte substances, except as specifically described in **Durable Medical Equipment, Prosthetics and Medical Supplies** in **What's Covered and How Much Will I Pay**.
12. Physical, occupational or speech therapy or chiropractic services when there is no reasonable expectation that the condition will improve over a predictable period of time.
13. Reversal of voluntary sterilization.
14. Personal comfort or convenience items or services.
15. Custodial care, unskilled nursing or unskilled rehabilitation services.

16. Respite or rest care, except as otherwise covered in **Hospice Services** in **What's Covered and How Much Will I Pay**.
17. Travel, transportation or living expenses, except as described in **Transplant Services** in **What's Covered and How Much Will I Pay**.
18. Household equipment, fixtures, home modifications and vehicle modifications.
19. Massage therapy, provided in any setting, even when it is part of a comprehensive treatment plan.
20. Routine foot care, except for members with diabetes, blindness, peripheral vascular disease, peripheral neuropathies and significant neurological conditions such as Parkinson's disease, Alzheimer's disease, multiple sclerosis and amyotrophic lateral sclerosis.
21. Services by persons who are family members or who share your legal residence.
22. Services for which coverage is available under workers' compensation, employer liability or any similar law.
23. Services received before coverage under the Contract becomes effective.
24. Services received after coverage under the Contract ends.
25. Unless requested by Medica, charges for duplicating and obtaining medical records from non-network providers and non-network dentists.
26. Photographs, except for the condition of multiple dysplastic syndrome.
27. Occlusal adjustment or occlusal equilibration.
28. Dental implants (tooth replacement), except as described in **Medical-Related Dental Services** in **What's Covered and How Much Will I Pay**.
29. Dental prostheses.
30. Any orthodontia, except as described in **Medical-Related Dental Services** in **What's Covered and How Much Will I Pay** for the treatment of cleft lip and palate.
31. Treatment for bruxism.
32. Services prohibited by applicable law or regulation.
33. Services to treat injuries that occur while on military duty, and any services received as a result of war or any act of war (whether declared or undeclared).
34. Exams, other evaluations or other services received solely for the purpose of employment, insurance or licensure.
35. Exams, other evaluations or other services received solely for the purpose of judicial or administrative proceedings or research, except emergency examination of a child ordered by judicial authorities.
36. Non-medical self-care or self-help training.

37. Educational classes, programs or seminars, including but not limited to childbirth classes, except as described in **Physician and Professional Services** in **What's Covered and How Much Will I Pay**.
38. Coverage for costs associated with translation of medical records and claims to English.
39. Treatment for superficial veins, also referred to as spider veins or telangiectasia.
40. Services not received from or under the direction of a physician, except as described in this certificate.
41. Orthognathic surgery for cosmetic purposes.
42. Sensory integration, including auditory integration training.
43. Services for or related to vision therapy and orthoptic and/or pleoptic training, except as described in **Physician and Professional Services** in **What's Covered and How Much Will I Pay**.
44. Services for or related to intensive behavior therapy treatment programs for the treatment of autism spectrum disorders for members 18 years of age and older. Examples of such services include, but are not limited to, Intensive Early Intervention Behavior Therapy Services (IEIBTS), Intensive Behavioral Intervention (IBI) and Lovaas therapy.
45. Health care professional services for home labor and delivery.
46. Weight loss or morbid obesity surgery, including initial procedures, surgical revisions and subsequent procedures.
47. Services for the treatment of infertility.
48. Infertility drugs.
49. Any form, mixture or preparation of cannabis for medical or therapeutic use and any device or supplies related to its administration.
50. Acupuncture.
51. Services solely for or related to the treatment of snoring.
52. Interpreter services, except as described in **Home Health Care** in **What's Covered and How Much Will I Pay**.
53. Services provided to treat injuries or illnesses that are the result of committing a felony or attempting to commit a felony.
54. Services for private duty nursing, except as described in **Home Health Care** in **What's Covered and How Much Will I Pay**. Examples of private duty nursing services include, but are not limited to, skilled or unskilled services provided by an independent nurse who is ordered by the member or the member's representative and not under the direction of a physician.
55. Laboratory testing (including genetic testing) that has been performed in response to direct-to-consumer marketing and not under the direction of a physician.

56. Medical devices that are not approved by the U.S. Food and Drug Administration (FDA), other than those granted a humanitarian device exemption.
57. Health club memberships.
58. Long-term care.
59. Expenses associated with participation in weight loss programs, including but not limited to membership fees and the purchase of food, dietary supplements or publications.
60. Any charges for mailing, interest and delivery, such as the cost for mailing medical records.
61. Animals and any service or treatment related to animals.

## What if I Have More Than One Insurance Plan

This section describes how benefits are coordinated when you are covered under more than one plan. **However, when your other plan is Medicare or TRICARE, Medica will coordinate benefits in accordance with the Medicare Secondary Payer or TRICARE provisions of Federal law.** If you have questions about how these rules apply to you or a covered family member, contact Customer Service at one of the numbers listed on the inside front cover.

### Coordination for Medicare-eligible individuals

The benefits under this Contract are not intended to duplicate any benefits to which members are, or would be, eligible for under Medicare. If we have covered a service under this Contract, any sums payable under Medicare for that service must be paid to Medica. If we need any consents, releases, assignments and other documents, complete and return to us those documents to make sure we receive reimbursement by Medicare.

If you are eligible for Medicare Part B, we will consider you covered by Medicare Part B, whether or not you are actually enrolled in Medicare Part B. We will reduce your benefits under this Contract by the amount you should have been eligible for under Medicare Part B if you had actually enrolled in Medicare Part B. You should enroll in Medicare when you are eligible to avoid large out-of-pocket expenses.

The provisions of this section will apply to the maximum extent permitted by federal or state law. We will not reduce the benefits due any insured where federal law requires that we determine our benefits for that insured without regard to the benefits available under Medicare.

### When coordination of benefits applies

1. This coordination of benefits (COB) provision applies to this plan when an employee or the employee's covered dependent has health care coverage under more than one plan. "Plan" and "this plan" are defined below.
2. If this coordination of benefits provision applies, **Order of benefit determination rules** should be looked at first. Those rules determine whether the benefits of this plan are determined before or after those of another plan. Under **Order of benefit determination rules**, the benefits of this plan:
  - a. Shall not be reduced when this plan determines its benefits before another plan; but
  - b. May be reduced when another plan determines its benefits first. The above reduction is described in **Effect on the benefits of this plan**.

## Definitions that apply to this section

1. A “*plan*” is any of these which provides benefits or services for, or because of, medical or dental care or treatment:
  - a. Group insurance or group-type coverage, whether insured or uninsured or individual coverage. This includes prepayment, group practice or individual practice coverage. It also includes coverage other than school accident-type coverage.
  - b. Coverage under a governmental plan or coverage required or provided by law. This does not include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time).

Each Contract or other arrangement for coverage under a. or b. is a separate plan. Also, if an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate plan.

2. “*This plan*” is the part of the Contract that provides benefits for health care expenses.
3. “*Primary plan/secondary plan*”. The **Order of benefit determination rules** state whether this plan is a primary plan or secondary plan as to another plan covering the person.

When this plan is a primary plan, its benefits are determined before those of the other plan and without considering the other plan's benefits.

When this plan 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 two or more plans covering the person, this plan may be a primary plan as to one or more other plans, and may be a secondary plan as to a different plan or plans.

4. “*Allowable expense*” means a necessary, reasonable and customary item of expense for health care, when the item of expense is covered at least in part by one or more plans covering the person for whom the claim is made. Allowable expense does not include the deductible for members with a primary high deductible plan and who notify Medica of an intention to contribute to a health savings account.

The difference between the cost of a private hospital room and the cost of a semi-private hospital room is not considered an allowable expense under the above definition unless the patient's stay in a private hospital room is medically necessary, either in terms of generally accepted medical practice or as specifically defined in the plan.

The difference between the charges billed by a provider and the non-network provider reimbursement amount is not considered an allowable expense under the above definition.

When a plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an allowable expense and a benefit paid.

When benefits are reduced under a primary plan because a member does not comply with the plan provisions, the amount of such reduction will not be considered an allowable

expense. Examples of such provisions are those related to second surgical opinions and preferred provider arrangements.

5. “*Claim determination period*” means a calendar year. However, it does not include any part of a year during which a person has no coverage under this plan, or any part of a year before the date this COB provision or a similar provision takes effect.

## Order of benefit determination rules

1. *General.* When there is a basis for a claim under this plan and another plan, this plan is a secondary plan which has its benefits determined after those of the other plan, unless:
  - a. The other plan has rules coordinating its benefits with the rules of this plan; and
  - b. Both the other plan's rules and this plan's rules, in 2. below, require that this plan's benefits be determined before those of the other plan.
2. *Rules.* This plan determines its order of benefits using the first of the following rules which applies:
  - a. *Nondependent/dependent.* The benefits of the plan that covers the person as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the plan, which covers the person as a dependent.
  - b. *Dependent child/parents not separated or divorced.* Except as stated in c. below, when this plan and another plan cover the same child as a dependent of different persons, called “parents”:
    - i. The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year; but
    - ii. If both parents have the same birthday, the *benefits* of the plan which covered one parent longer are determined before those of the plan which covered the other parent for a shorter period of time.

However, if the other plan does not have the rule described in i. immediately above, 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.

- c. *Dependent child/separated or divorced parents.* If two or more plans cover a person as a dependent child of divorced or separated parents, benefits for the child are determined in this order:
  - i. First, the plan of the parent with custody of the child;
  - ii. Then, the plan of the spouse of the parent with the custody of the child; and
  - iii. Finally, the plan of the parent not having custody of the child.



However, if the specific terms of a court decree state that one of the parents is responsible for the health care expense of the child, and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, the benefits of that plan are determined first. The plan of the other parent shall be the secondary plan. This paragraph does not apply with respect to any claim determination period or plan year during which any benefits are actually paid or provided before the entity has that actual knowledge.

- d. *Joint custody.* If the specific terms of a court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the plans covering follow the **Order of benefit determination rules** outlined in b. above.
- e. *Active/inactive employee.* The benefits of a plan which covers a person as an employee who is neither laid off nor retired (or as that employee's dependent) are determined before those of a plan which covers that person as a laid off or retired employee (or as that employee's dependent). 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.
- f. *Workers' compensation.* Coverage under any workers' compensation act or similar law applies first. You should submit claims for expenses incurred as a result of an on-duty injury to the employer, before submitting them to Medica.
- g. *No-fault automobile insurance.* Coverage under the No-Fault Automobile Insurance Act or similar law applies first.
- h. *Longer/shorter length of coverage.* If none of the above rules determines the order of benefits, the benefits of the plan which covered an employee, member or subscriber longer are determined before those of the plan which covered that person for the shorter term.

### **Effect on the benefits of this plan**

- 1. *When this section applies.* This section applies when, in accordance with **Order of benefit determination rules**, this plan is a secondary plan as to one or more other plans. In that event, the *benefits* of this plan may be reduced under this section. Such other plan or plans are referred to as *the other plans* in 2. immediately below.
- 2. *Reduction in this plan's benefits.* The benefits of this plan will be reduced when the sum of:
  - a. The benefits that would be payable for the allowable expense under this plan in the absence of this COB provision; and
  - b. The benefits that would be payable for the allowable expenses under the other plans, in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made, exceeds those allowable expenses in a claim determination period. In that case, the benefits of this plan will be reduced so that they and the

benefits payable under the other plans do not total more than those allowable expenses.

For non-emergency services received from a non-network provider and determined to be out-of-network benefits, the following reduction of benefits will apply:

When this plan is a secondary plan, this plan will pay the balance of any remaining expenses determined to be eligible under the Contract, according to the out-of-network benefits described in this certificate. Most out-of-network benefits are covered at 50 percent of the non-network provider reimbursement amount, after you pay the applicable deductible amount. In no event will this plan provide duplicate coverage.

When the benefits of this plan are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of this plan.

### **Right to receive and release needed information**

Certain facts are needed to apply these COB rules. Medica has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. Medica need not tell, or get the consent of, any person to do this, unless applicable federal or state law prevents disclosure of the information without the consent of the patient or the patient's representative. Each person claiming benefits under this plan must give Medica any facts it needs to pay the claim.

### **Facility of payment**

A payment made under another plan may include an amount, which should have been paid under this plan. If it does, Medica 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 plan. Medica will not have to pay that amount again. The term payment made includes providing benefits in the form of services, in which case payment made means reasonable cash value of the benefits provided in the form of services.

### **Right of recovery**

If the amount of the payments made by Medica is more than should have been paid under this COB provision, Medica may recover the excess from one or more of the following:

1. The persons it has paid or for whom it has paid; or
2. Insurance companies; or
3. Other organizations.

The amount of the payments made includes the reasonable cash value of any benefits provided in the form of services.

**Please note:** See **Medica's Right to Recover Payments Made to Others** for additional information.

## Medica's Right to Recover Payments Made to Others

This section describes Medica's right of recovery. Medica's rights are subject to Minnesota and federal law. For information about the effect of Minnesota and federal law on Medica's subrogation rights, contact an attorney.

1. Medica has a right of subrogation against any third party, individual, corporation, insurer or other entity or person who may be legally responsible for payment of medical expenses related to your illness or injury. Medica's right of subrogation shall be governed according to this section. Medica's right to recover its subrogation interest applies only after you have received a full recovery for your illness or injury from another source of compensation for your illness or injury.
2. Medica's subrogation interest is the reasonable cash value of any benefits received by you.
3. Medica's right to recover its subrogation interest may be subject to an obligation by Medica to pay a pro rata share of your disbursements, attorney fees and costs and other expenses incurred in obtaining a recovery from another source unless Medica is separately represented by an attorney. If Medica is represented by an attorney, an agreement regarding allocation may be reached. If an agreement cannot be reached, the matter must be submitted to binding arbitration.
4. By accepting coverage under the Contract, you agree:
  - a. That if Medica pays benefits for medical expenses you incur as a result of any act by a third party for which the third party is or may be liable, and you later obtain full recovery, you are obligated to reimburse Medica for the benefits paid in accordance to Minnesota law.
  - b. To cooperate with Medica or its designee to help protect Medica's legal rights under this subrogation provision and to provide all information Medica may reasonably request to determine its rights under this provision.
  - c. To provide prompt written notice to Medica when you make a claim against a party for injuries.
  - d. To do nothing to decrease Medica's rights under this provision, either before or after receiving benefits or under the Contract.
  - e. Medica may take action to preserve its legal rights. This includes bringing suit in your name.
  - f. Medica may collect its subrogation interest from the proceeds of any settlement or judgment recovered by you, your legal representative or the legal representative(s) of your estate or next-of-kin.

## **Harmful Use of Medical Services**

This section describes what Medica will do if it is determined you are receiving health services or prescription drugs in a quantity or manner that may harm your health.

### **When this applies**

After Medica notifies you that this applies, you have 30 days to choose one network physician, hospital and pharmacy to be your coordinating health care providers.

If you do not choose your coordinating health care providers within 30 days, Medica will choose for you. Your benefits are then restricted to services provided by or arranged through your coordinating health care providers.

Failure to receive services from or through your coordinating health care providers will result in a denial of coverage.

You must obtain a referral from your coordinating health care provider if your condition requires care or treatment from a provider other than your coordinating health care provider.

Medica will send you specific information about:

1. How to obtain approval for benefits not available from your coordinating health care providers;
2. How to obtain emergency care; and
3. When these restrictions end.

## How Do I Submit a Claim

This section describes the process for submitting a claim.

### Claims for benefits from network providers

If you receive a bill for any benefit from a network provider, you may submit the claim following the procedures described below, under **Claims for benefits from non-network providers**, or call Customer Service at one of the telephone numbers listed inside the front cover.

Network providers are required to submit claims within 180 days from when you receive a service. If your provider asks for your health care identification card and you do not identify yourself as a Medica member within 180 days of the date of service, you may be responsible for paying the cost of the service you received.

### Claims for benefits from non-network providers

Claim forms are provided in your enrollment materials. You may request additional claim forms by calling Customer Service at one of the telephone numbers listed inside the front cover. If the claim forms are not sent to you within 15 days, you may submit an itemized statement without the claim form to Medica. You should retain copies of all claim forms and correspondence for your records.

You must submit the claim in English along with a Medica claim form to Medica no later than 365 days after receiving benefits, except in the absence of legal capacity. Your Medica member number must be on the claim.

Mail to the address identified on the back of your identification card.

Upon receipt of your claim for benefits from non-network providers, Medica will generally pay to you directly the non-network provider reimbursement amount. Medica will only pay the provider of services if:

1. The non-network provider is one that Medica has determined can be paid directly; and
2. The non-network provider notifies Medica of your signature on file authorizing that payment is made directly to the provider.

Medica will notify you of authorization or denial of the claim within 30 days of receipt of the claim.

If your claim does not contain all the information Medica needs to make a determination, Medica may request additional information. Medica will notify you of its decision within 15 days of receiving the additional information. If you do not respond to Medica's request within 45 days, your claim may be denied.

## Claims for services provided outside the United States

Claims for services rendered in a foreign country will require the following additional documentation:

- Claims submitted in English with the currency exchange rate for the date health services were received.
- Itemization of the bill or claim.
- The related medical records (submitted in English).
- Proof of your payment of the claim.
- A complete copy of your passport and proof of travel.
- Such other documentation as Medica may request.

For services rendered in a foreign country, Medica will pay you directly.

Medica will not reimburse you for costs associated with translation of medical records or claims.

## Time limits

If you have a complaint or disagree with a decision by Medica, you may follow the complaint procedure outlined in **How Do I File a Complaint** or you may initiate legal action at any point.

However, you may not bring legal action more than six years after Medica has made a coverage determination regarding your claim.

## How Do I File a Complaint

This section describes what to do if you have a complaint or would like to appeal a decision made by Medica.

You may call Customer Service at one of the telephone numbers listed inside the front cover or by writing to the address below in **First level of review**. You may also contact the Commissioner of Commerce, Minnesota Department of Commerce, at (651) 539-1600 or 1-800-657-3602.

Filing a complaint may require that Medica review your medical records as needed to resolve your complaint.

You may appoint an authorized representative to make a complaint on your behalf. You may be required to sign an authorization which will allow Medica to release confidential information to your authorized representative and allow them to act on your behalf during the complaint process.

Upon request, Medica will assist you with completion and submission of your written complaint. Medica will also complete a complaint form on your behalf and mail it to you for your signature upon request.

At any time during the complaint process, you have a right to submit any information or testimony that you want Medica to consider and to review any information that Medica relied on in making its decision.

In addition to directing complaints to Customer Service as described in this section, you may direct complaints at any time to the Commissioner of Commerce at the telephone number listed at the beginning of this section.

### First level of review

You may direct any question or complaint to Customer Service by calling one of the telephone numbers listed inside the front cover or by writing to the address listed below.

1. Complaints that do not involve a medical necessity review by Medica:
  - a. For an oral complaint, if Medica does not communicate a decision within 10 calendar days from Medica's receipt of the complaint, or if you determine that Medica's decision is partially or wholly adverse to you, Medica will provide you with a complaint form to submit your complaint in writing. Mail the completed form to:

Medica Customer Service  
Route 0501  
PO Box 9310  
Minneapolis, MN 55440-9310

Medica will provide written notice of its first level of review decision to you within 30 days from the initial receipt of your complaint.



- b. For a written complaint, Medica will provide written notice of its first level of review decision to you within 30 days from initial receipt of your complaint.
  - c. If Medica's first level of review decision upholds the initial decision made by Medica, you have a right to request a second level review. The second level of review, as described below, must be exhausted before you have the right to submit a request for external review.
2. Complaints that involve a medical necessity review by Medica:
- a. Your complaint must be made within one year following Medica's initial decision and may be made orally or in writing.
  - b. Medica will provide written notice of its first level of review decision to you and your attending provider, when applicable, within 30 calendar days from receipt of your complaint.
  - c. When an initial decision by Medica does not grant a prior authorization request made before or during an ongoing service, and your attending provider believes that Medica's decision warrants an expedited review, you or your attending provider will have the opportunity to request an expedited review by telephone. Alternatively, if Medica concludes that a delay could seriously jeopardize your life, health or ability to regain maximum function, or could subject you to severe pain that cannot be adequately managed without the care or treatment you are requesting, Medica will process your claim as an expedited review. In such cases, Medica will notify you and your attending provider by telephone of its decision no later than 72 hours after receiving the request.
  - d. If Medica's first level of review decision upholds the initial decision made by Medica, you have a right to request a second level of review or submit a written request for external review as described in this section. The second level of review is optional and you may submit a request for external review without exhausting the second level of review.
  - e. If your complaint involves Medica's decision to reduce or terminate an ongoing course of treatment that Medica previously approved, the treatment will be covered pending the outcome of the review process.

## **Second level of review**

If you are not satisfied with Medica's first level of review decision, you may request a second level of review through either a written reconsideration or a hearing.

- 1. Your request can be oral or in writing. It must be provided to Medica within one year following the date of Medica's first level review decision. If your request is in writing, it must be sent to the address listed above in **First level of review**.

2. Regardless of the method chosen for review (hearing or a written reconsideration), testimony, explanation or other information provided by you, Medica staff, providers and others is reviewed.
3. Medica will provide written notice of its second level of review decision to you within:
  - a. 30 calendar days from receipt of written notice of your appeal for required second level of review; or
  - b. 45 calendar days from receipt of written notice of your appeal for optional second level of review.

For some complaints, the second level of review must be exhausted before you have the right to submit a request for external review. For other complaints, this second level of review is optional before you may submit a request for external review. Generally, a second level of review is optional if the complaint requires a medical necessity review. Medica will inform you in writing whether the second level of review is optional or required.

### **External review**

If you consider Medica's decision to be partially or wholly adverse to you, you may submit a written request for external review of Medica's decision to the Commissioner of Commerce at:

Minnesota Department of Commerce  
85 7th Place East, Suite 500  
St. Paul, MN 55101-2198

You must submit your written request for external review within six months from the date of Medica's decision. You must include a filing fee of \$25 with your written request, unless waived by the Commissioner. An independent review organization contracted with the State Commissioner of Administration will review your request. You may submit additional information that you want the review organization to consider. You will be notified of the review organization's decision within 45 days. The Department of Commerce will refund the filing fee if the review organization completely reverses Medica's decision. The external review decision will not be binding on you but will be binding on Medica. Medica may seek judicial review on grounds that the decision was arbitrary and capricious or involved an abuse of discretion. Contact the Commissioner of Commerce for more information about the external review process.

Under most circumstances, you must complete all required levels of review, described above, before you proceed to external review. You may proceed to external review without completing the required levels of review if Medica agrees that you may do so, or if Medica fails to substantially comply with the complaint and review process described in this section, including meeting any required deadlines. For complaints that involve a medical necessity review, you may request an expedited external review at the same time you request an expedited first level of review. You may also request an expedited external review if Medica's decision involves a medical condition for which the standard external review time would seriously jeopardize your life, health or ability to regain maximum function or if Medica's decision concerns an admission,

availability of care, continued stay or health care service for which you received emergency services and you have not been discharged from a facility. If an expedited review is requested and approved, a decision will be provided within 72 hours.

If Medica's decision involves a treatment that Medica considers investigative, the review organization will base its decision on all documents submitted by you and Medica, your provider's recommendation, consulting reports from health care professionals, your benefits under this certificate, federal Food and Drug Administration approval and medical or scientific evidence or evidence-based standards.

Complaints regarding fraudulent marketing practices or agent misrepresentation cannot be submitted for external review.

### **Civil action**

If you are dissatisfied with Medica's first or second level review decision or the external review decision, you have the right to file a civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA). No civil action for benefits may be brought more than three years after the time a claim for benefits is required to have been submitted under this certificate.

## Who's Eligible for Coverage and How Do They Enroll

This section describes who can enroll and how to enroll.

### Who can enroll

To be eligible to enroll for coverage you must meet the eligibility requirements of the Contract and be a subscriber or dependent as defined in this certificate.

### How to enroll

You must submit an application for coverage for yourself and any dependents to the employer:

1. During the initial enrollment period as described in this section under **Initial enrollment and effective date of coverage**; or
2. During the open enrollment period as described in this section under **Open enrollment and effective date of coverage**; or
3. During a special enrollment period as described in this section under **Special enrollment and effective date of coverage**; or
4. At any other time for consideration as a late entrant as described in this section under **Late enrollment and effective date of coverage**.

Dependents will not be enrolled without the eligible employee also being enrolled. A child who is the subject of a QMCSO can be enrolled as described in this section under **Qualified Medical Child Support Order (QMCSO)** and 6. under **Special enrollment and effective date of coverage**.

### Notification

You must notify the employer in writing within 30 days of the effective date of any changes to address or name, addition or deletion of dependents, a dependent child or eligible grandchild reaching the dependent limiting age or other facts identifying you or your dependents. (For dependent children, including eligible grandchildren, the notification period is not limited to 30 days for newborns or children newly adopted or newly placed for adoption; however, we encourage you to enroll your new dependent under the Contract within 30 days from the date of birth, date of placement for adoption or date of adoption.) Your newborn child, your newly adopted child, a child newly placed for adoption with the subscriber, a child newly placed as a foster child, a newly eligible grandchild and any child who is a member pursuant to a QMCSO will be covered without application of health screening or waiting periods.

The employer must notify Medica, as set forth in the Contract, of your initial enrollment application, changes to your name or address or changes to enrollment, including if you or your dependents are no longer eligible for coverage.

## **Initial enrollment and effective date of coverage**

Initial enrollment is a 30-day time period starting with the date an eligible employee and dependents are first eligible to enroll for coverage under the Contract. An eligible employee must enroll within this period for coverage to begin the date he or she was first eligible to enroll. (The 30-day time period does not apply to newborns or children newly adopted or newly placed for adoption; see **Special enrollment and effective date of coverage**.) An eligible employee and dependents who do not enroll during the initial enrollment period may enroll for coverage during the next open enrollment period, any applicable special enrollment periods or as a late entrant (if applicable, as described below).

An eligible employee and dependents who do not enroll during the initial enrollment period, an open enrollment period or during any applicable special enrollment period, as described in this section, will be considered late entrants.

A member who is a child entitled to receive coverage through a QMCSO is not subject to any initial enrollment period restrictions, except as noted in this section.

Your coverage begins at 12:01 a.m. on the effective date specified in the Contract.

## **Open enrollment and effective date of coverage**

A minimum 14-day period set by the employer and Medica each year during which eligible employees and dependents who are not covered under the Contract may elect coverage for the upcoming calendar year. An application must be submitted to the employer for yourself and any dependents.

Your coverage begins at 12:01 a.m. on the effective date of your coverage.

For eligible employees and dependents who enroll during the open enrollment period, coverage begins on the first day of the calendar year for which the open enrollment period was held.

## **Special enrollment and effective date of coverage**

Special enrollment periods are provided to eligible employees and dependents under certain circumstances. The effective date of coverage depends upon the type of special enrollment. In all cases, your coverage begins at 12:01 a.m. on the effective date of your coverage.

1. Loss of other coverage
  - a. A special enrollment period will apply to an eligible employee and dependent if the individual was covered under Medicaid or a State Children's Health Insurance Plan (SCHIP) and lost that coverage as a result of loss of eligibility. The eligible employee or dependent must present evidence of the loss of coverage and request enrollment within 60 days after the date such coverage terminates.

In the case of the eligible employee's loss of coverage, this special enrollment period applies to the eligible employee and all of his or her dependents. In the case of a

dependent's loss of coverage, this special enrollment period applies to both the dependent who has lost coverage and the eligible employee.

- b. A special enrollment period will apply to an eligible employee and dependent if the eligible employee or dependent was covered under qualifying coverage other than Medicaid or a State Children's Health Insurance Plan at the time the eligible employee or dependent was eligible to enroll under the Contract, whether during initial enrollment, open enrollment or special enrollment and declined coverage for that reason.

The eligible employee or dependent must present either evidence of the loss of prior coverage due to loss of eligibility for that coverage or evidence that employer contributions toward the prior coverage have terminated and request enrollment in writing within 30 days of the date of the loss of coverage or the date the employer's contribution toward that coverage terminates.

For purposes of 1.b.:

- i. Prior coverage does not include federal or state continuation coverage;
- ii. Loss of eligibility includes:
  - loss of eligibility as a result of legal separation, divorce, death, termination of employment, reduction in the number of hours of employment;
  - cessation of dependent status;
  - for dependents, the eligible employee's enrollment for benefits under Medicare;
  - if the prior coverage was offered through an individual health maintenance organization (HMO), a loss of coverage because the eligible employee or dependent no longer resides or works in the HMO's service area;
  - if the prior coverage was offered through a group HMO, a loss of coverage because the eligible employee or dependent no longer resides or works in the HMO's service area and no other coverage option is available; and
  - the prior coverage no longer offers any benefits to the class of similarly situated individuals that includes the eligible employee or dependent.
- iii. Loss of eligibility occurs regardless of whether the eligible employee or dependent is eligible for or elects applicable federal or state continuation coverage;
- iv. Loss of eligibility does not include a loss due to failure of the eligible employee or dependent to pay premiums on a timely basis, situations allowing for a rescission of coverage or voluntary termination of coverage.

In the case of the eligible employee's loss of other coverage, the special enrollment period described above applies to the eligible employee and all of his or her dependents. In the case of a dependent's loss of other coverage, the special

enrollment period described above applies only to the dependent that has lost coverage and the eligible employee. In the case of the eligible employee's enrollment in Medicare, the special enrollment period described above applies to his or her dependents.

- c. A special enrollment period will apply to an eligible employee and dependent if the eligible employee or dependent was covered under benefits available under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, or any applicable state continuation laws at the time the eligible employee or dependent was eligible to enroll under the Contract, whether during initial enrollment, open enrollment or special enrollment and declined coverage for that reason.

The eligible employee or dependent must present evidence that the eligible employee or dependent has exhausted such COBRA or state continuation coverage and has not lost such coverage due to failure of the eligible employee or dependent to pay premiums on a timely basis or for cause, and request enrollment in writing within 30 days of the date of the exhaustion of coverage.

For purposes of 1.c.:

- i. Exhaustion of COBRA or state continuation coverage includes:
- losing COBRA or state continuation coverage for any reason other than those set forth in ii. below;
  - losing coverage as a result of the employer's failure to remit premiums on a timely basis;
  - if the prior coverage was offered through a health maintenance organization (HMO), losing coverage because the eligible employee or dependent no longer resides or works in the HMO's service area and no other COBRA or state continuation coverage is available.
- ii. Exhaustion of COBRA or state continuation coverage does not include a loss due to failure of the eligible employee or dependent to pay premiums on a timely basis; termination of coverage for cause; or voluntary termination of coverage prior to exhaustion.

In the case of the eligible employee's exhaustion of COBRA or state continuation coverage, the special enrollment period described above applies to the eligible employee and all of his or her dependents. In the case of a dependent's exhaustion of COBRA or state continuation coverage, the special enrollment period described above applies only to the dependent who has lost coverage and the eligible employee.

For the special enrollment events described in 1.a., 1.b. and 1.c. above, coverage is effective on the first day of the first calendar month following the date on which the request for enrollment is received by Medica.

2. The dependent is a new spouse of the subscriber or eligible employee, provided the marriage is legal and enrollment is requested in writing within 30 days of the date of

marriage and provided the eligible employee also enrolls during this special enrollment period. Coverage is effective on the first day of the following month.

3. The dependent is a new dependent child of the subscriber or eligible employee, provided enrollment is requested in writing within 30 days of the subscriber or eligible employee acquiring the dependent (for dependent children, the notification period is not limited to 30 days for newborns or children newly adopted or newly placed for adoption) and provided the eligible employee also enrolls during this special enrollment period. In the case of birth, coverage is effective on the date of birth; in the case of adoption, placement for adoption or placement as a foster child, coverage is effective the date of adoption or placement. In all other cases, coverage is effective the date the subscriber acquires the dependent child.
4. The dependent is the spouse of the subscriber or eligible employee through whom the dependent child described in 3. above claims dependent status and:
  - a. That spouse is eligible for coverage; and
  - b. Is not already enrolled under the Contract; and
  - c. Enrollment is requested in writing within 30 days of the dependent child becoming a dependent; and
  - d. The eligible employee also enrolls during this special enrollment period.

Coverage is effective on the date coverage for the dependent child is effective, as set forth in 3. above.

5. The dependents are eligible dependent children of the subscriber or eligible employee and enrollment is requested in writing within 30 days of a dependent, as described in 2. or 3. above, becoming eligible to enroll under the coverage provided the eligible employee also enrolls during this special enrollment period. Coverage is effective on the date coverage for the dependent is effective, as set forth in 2. or 3. above (as applicable).
6. When the employer provides Medica with notice of a QMCSO and a copy of the order, as described in this section, Medica will provide the eligible dependent child with a special enrollment period provided the eligible employee also enrolls during this special enrollment period. Coverage is effective on the first day of the first calendar month following the date the completed request for enrollment is received by Medica.

### **Late enrollment and effective date of coverage**

An eligible employee or an eligible employee and dependents who do not enroll for coverage offered through the employer during the initial or open enrollment period or any applicable special enrollment period will be considered late entrants.

Late entrants who have maintained continuous coverage may enroll and coverage will be effective the first day of the month following the date of Medica's approval of the request for enrollment. Continuous coverage will be determined to have been maintained if the late entrant



requests enrollment within 63 days after prior qualifying coverage ends. Your coverage begins at 12:01 a.m. on the effective date of your coverage.

Individuals who have not maintained continuous coverage may not enroll as late entrants.

Medica may allow enrollment at other times agreed upon between Medica and the employer. Certain restrictions stated in the Contract may apply.

### **Qualified Medical Child Support Order (QMCSO)**

Medica will provide coverage in accordance with a QMCSO pursuant to the applicable requirements under Section 609 of the Employee Retirement Income Security Act (ERISA) and Section 1908 of the Social Security Act. It is the employer's responsibility to determine whether a medical child support order is qualified.

Upon receipt of a medical child support order issued by an appropriate court or governmental agency, the employer will follow its established procedures in determining whether the medical child support order is qualified. The employer will provide Medica with notice of a QMCSO and a copy of the order, along with an application for coverage, within the greater of 30 days after issuance of the order or the time in which the employer provides notice of its determination to the persons specified in the order.

- Where a QMCSO requires coverage be provided under the Contract for an eligible employee's dependent child who is not already a member, such child will be provided a special enrollment period. If the eligible employee whose dependent child is the subject of the QMCSO is not a subscriber at the time enrollment for the dependent child is requested, the eligible employee must also enroll for coverage under the Contract during the special enrollment period.
- Where a QMCSO requires coverage be provided under the Contract for an eligible employee's dependent child who is already a member, such child will continue to be provided coverage under the Contract pursuant to the terms of the QMCSO.

## When Does My Coverage End and What Are My Options for Continuing Coverage

This section describes when coverage ends under the Contract. When this happens you may exercise your right to continue your coverage as is also described in this section.

### When your coverage ends

Unless otherwise specified in the Contract, coverage ends the earliest of the following:

1. The end of the month in which the Contract is terminated by the employer or Medica in accordance with the terms of the Contract. If coverage is terminated by Medica, Medica will notify each subscriber at least 30 days in advance of the termination.
2. The end of the month for which the subscriber last paid his or her contribution toward the premium.
3. The end of the month in which the subscriber retires or is pensioned, unless Medica and the employer have agreed to provide coverage for retirees under the Contract or a separate Medicare contract.
4. The end of the month in which the member is no longer eligible as determined by the employer. (See **Who's Eligible for Coverage and How Do They Enroll** for information on eligibility.)
5. The end of the month in which the subscriber requests that coverage end. You must notify the employer, in advance, to terminate coverage.
6. The date specified by Medica in written notice to you that coverage ended due to fraud. If coverage ends due to fraud, coverage may be retroactively terminated at Medica's discretion to the original date of coverage or the date on which the fraudulent act took place. Fraud includes but is not limited to:
  - a. Intentionally providing Medica with false material information such as:
    - i. Information related to your eligibility or another person's eligibility for coverage or status as a dependent; or
    - ii. Information related to your health status or that of any dependent; or
  - b. Intentional misrepresentation of the employer-employee relationship; or
  - c. Permitting the use of your member identification card by any unauthorized person; or
  - d. Using another person's member identification card; or
  - e. Submitting fraudulent claims;

Medica reserves its right to pursue other civil remedies in the event of fraud or intentional misrepresentation with regard to any aspect of coverage under the Contract.

7. The end of the month following the date you enter active military duty for more than 31 days. Upon completion of active military duty, contact the employer for reinstatement of coverage.
8. The date of the death of the member. In the event of the subscriber's death, coverage for the subscriber's dependents will terminate the end of the month in which the subscriber's death occurred.
9. For a spouse, the end of the month following the date of divorce.
10. For a dependent child, the end of the month in which the child is no longer eligible as a dependent.
11. For a child who is entitled to coverage through a QMCSO, the end of the month in which the earliest of the following occurs:
  - a. The QMCSO ceases to be effective; or
  - b. The child is no longer a child as that term is used in ERISA; or
  - c. The child has immediate and comparable coverage under another plan; or
  - d. The employee who is ordered by the QMCSO to provide coverage is no longer eligible as determined by the employer; or
  - e. The employer terminates family or dependent coverage; or
  - f. The Contract is terminated by the employer or Medica; or
  - g. The relevant premium or contribution toward the premium is last paid.

## Continuing your coverage

This section describes continuation coverage provisions. When coverage ends, members may be able to continue coverage under state law, federal law or both. If you are eligible under both state and federal law, the more generous provisions will generally apply.

**Please note:** All aspects of continuation coverage administration are the responsibility of the employer. Address questions related to arranging for continuation of coverage to the employer. If you have questions about your benefits under continuation coverage, contact Customer Service at one of the numbers on the inside front cover.

**Additionally, when you lose group health coverage, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.** You and your family may have coverage options through the Exchange, Medicaid or other group health plan coverage options (such as a spouse's plan). For example, you may be eligible to buy an individual or family plan through the Exchange. By enrolling in coverage through the Exchange, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees. Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [healthcare.gov](http://healthcare.gov).

State continuation is described in 1. and federal continuation is described in 2.

If your coverage ends, you should review your rights under both state law and federal law with the employer. If you are entitled to continuation rights under both, the continuation provisions run concurrently and the more favorable continuation provision will apply to your coverage.

## **1. Your right to continue coverage under state law**

Notwithstanding the provisions regarding termination of coverage described in this section, you may be entitled to extended or continued coverage as follows:

a. **Minnesota state continuation coverage.**

Continued coverage shall be provided as required under Minnesota law. Minnesota state continuation requirements apply to all group health plans that are subject to state regulation, regardless of the number of employees in the group. The employer shall, within the parameters of Minnesota law, establish uniform policies pursuant to which such continuation coverage will be provided.

b. **Notice of rights.**

Minnesota law requires that covered employees and their dependents (spouse and/or dependent children) be offered the opportunity to pay for a temporary extension of health coverage (called continuation coverage) at group rates in certain instances where health coverage under an employer sponsored group health plan(s) would otherwise end.

This notice is intended to inform you, in summary fashion, of your rights and obligations under the continuation coverage provision of Minnesota law. It is intended that no greater rights be provided than those required by Minnesota law. Take time to read this section carefully.

### **Subscriber's loss**

The subscriber has the right to continuation of coverage for him or herself and his or her dependents if there is a loss of coverage under the Contract because of the subscriber's voluntary or involuntary termination of employment (for any reason other than gross misconduct) or layoff from employment. In this section, layoff from employment means a reduction in hours to the point where the subscriber is no longer eligible for coverage under the Contract.

### **Subscriber's spouse's loss**

The subscriber's covered spouse has the right to continuation coverage if he or she loses coverage under the Contract for any of the following reasons:

- a. Death of the subscriber;
- b. A termination of the subscriber's employment (for any reason other than gross misconduct) or layoff from employment;

- c. Dissolution of marriage from the subscriber;
- d. The subscriber's enrollment for benefits under Medicare.

### **Subscriber's child's loss**

The subscriber's dependent child has the right to continuation coverage if coverage under the Contract is lost for any of the following reasons:

- a. Death of the subscriber if the subscriber is the parent through whom the child receives coverage;
- b. Termination of the subscriber's employment (for any reason other than gross misconduct) or layoff from employment;
- c. The subscriber's dissolution of marriage from the child's other parent;
- d. The subscriber's enrollment for benefits under Medicare if the subscriber is the parent through whom the child receives coverage;
- e. The subscriber's child ceases to be a dependent child under the terms of the Contract.

### **Responsibility to inform**

Under Minnesota law, the subscriber and dependents have the responsibility to inform the employer of a dissolution of marriage or a child losing dependent status under the Contract within 60 days of the date of the event or the date on which coverage would be lost because of the event.

### **Election rights**

When the employer is notified that one of these events has happened, the subscriber and the subscriber's dependents will be notified of the right to continuation coverage.

Consistent with Minnesota law, the subscriber and dependents have 60 days to elect continuation coverage for reasons of termination of the subscriber's employment or the subscriber's enrollment for benefits under Medicare measured from the later of:

- a. The date coverage would be lost because of one of the events described above; or
- b. The date notice of election rights is received.

If continuation coverage is elected within this period, the coverage will be retroactive to the date coverage would otherwise have been lost.

The subscriber and the subscriber's covered spouse may elect continuation coverage on behalf of other dependents entitled to continuation coverage. Under certain circumstances, the subscriber's covered spouse or dependent child may elect continuation coverage even if the subscriber does not elect continuation coverage.

If continuation coverage is not elected, your coverage under the Contract will end.

## **Type of coverage and cost**

If continuation coverage is elected, the subscriber's employer is required to provide coverage that, as of the time coverage is being provided, is identical to the coverage provided under the Contract to similarly situated employees or employees' dependents.

Under Minnesota law, a person continuing coverage may have to make a monthly payment to the employer of all or part of the premium for continuation coverage. The amount charged cannot exceed 102 percent of the cost of the coverage.

Surviving dependents of a deceased subscriber have 90 days after notice of the requirement to pay continuation premiums to make the first payment.

## **Duration**

Under the circumstances described above and for a certain period of time, Minnesota law requires that the subscriber and his or her dependents be allowed to maintain continuation coverage as follows:

- a. For instances where coverage is lost due to the subscriber's termination of or layoff from employment, coverage may be continued until the earliest of:
  - i. 18 months after the date of the termination of or layoff from employment;
  - ii. The date the subscriber becomes covered under another group health plan (as an employee or otherwise) that does not contain any exclusion or limitation with respect to any applicable pre-existing condition; or
  - iii. The date coverage would otherwise terminate under the Contract.
- b. For instances where the subscriber's spouse or dependent children lose coverage because of the subscriber's enrollment under Medicare, coverage may be continued until the earliest of:
  - i. 36 months after continuation was elected;
  - ii. The date coverage is obtained under another group health plan; or
  - iii. The date coverage would otherwise terminate under the Contract.
- c. For instances where dependent children lose coverage as a result of loss of dependent eligibility, coverage may be continued until the earliest of:
  - i. 36 months after continuation was elected;
  - ii. The date coverage is obtained under another group health plan; or
  - iii. The date coverage would otherwise terminate under the Contract.
- d. For instances of dissolution of marriage from the subscriber, coverage of the subscriber's spouse and dependent children may be continued until the earliest of:
  - i. The date the former spouse becomes covered under another group health plan;  
or
  - ii. The date coverage would otherwise terminate under the Contract.

If dissolution of marriage occurs during the period of time when the subscriber's spouse is continuing coverage due to the subscriber's termination of or layoff from employment, coverage of the subscriber's spouse may be continued until the earlier of:

- i. The date the former spouse becomes covered under another group health plan; or
  - ii. The date coverage would otherwise terminate under the Contract.
- e. Upon the death of the subscriber, the coverage of a subscriber's spouse or dependent children may be continued until the earlier of:
- i. The date the surviving spouse and dependent children become covered under another group health plan; or
  - ii. The date coverage would have terminated under the Contract had the subscriber lived.

### **Extension of benefits for total disability of the subscriber**

Coverage may be extended for a subscriber and his or her dependents in instances where the subscriber is absent from work due to total disability, as defined in **Definitions**. If the subscriber is required to pay all or part of the premium for the extension of coverage, payment shall be made to the employer. The amount charged cannot exceed 100 percent of the cost of the coverage.

## **2. Your right to continue coverage under federal law**

Notwithstanding the provisions regarding termination of coverage described in this section, you may be entitled to extended or continued coverage under COBRA and/or USERRA as follows:

### **COBRA continuation coverage**

Continued coverage shall be provided as required under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended (as well as the Public Health Service Act (PHSA), as amended). The employer shall, within the parameters of federal law, establish uniform policies pursuant to which such continuation coverage will be provided.

### **General COBRA information**

COBRA requires employers with 20 or more employees to offer subscribers and their families (spouse and/or dependent children) the opportunity to pay for a temporary extension of health coverage (called continuation coverage) at group rates in certain instances where health coverage under employer sponsored group health plan(s) available because of an employment relationship would otherwise end. This coverage is a group health plan for purposes of COBRA.

This section is intended to inform you, in summary fashion, of your rights and obligations under the continuation coverage provision of federal law. It is intended that no greater rights be provided than those required by federal law. Take time to read this section carefully.

### **Qualified beneficiary**

For purposes of this section, a qualified beneficiary is defined as:

- a. A covered employee (a current or former employee who is actually covered under a group health plan and not just eligible for coverage);
- b. A covered spouse of a covered employee; or
- c. A dependent child of a covered employee. (A child placed for adoption with or born to an employee or former employee receiving COBRA continuation coverage is also a qualified beneficiary.)

### **Subscriber's loss**

The subscriber has the right to elect continuation of coverage if there is a loss of coverage under the Contract because of termination of the subscriber's employment (for any reason other than gross misconduct), or the subscriber becomes ineligible to participate under the terms of the Contract due to a reduction in his or her hours of employment.

### **Subscriber's spouse's loss**

The subscriber's covered spouse has the right to choose continuation coverage if he or she loses coverage under the Contract for any of the following reasons:

- a. Death of the subscriber;
- b. A termination of the subscriber's employment (for any reason other than gross misconduct) or reduction in the subscriber's hours of employment with the employer;
- c. Divorce or legal separation from the subscriber; or
- d. The subscriber's entitlement to (actual coverage under) Medicare.

### **Subscriber's child's loss**

The subscriber's dependent child has the right to continuation coverage if coverage under the Contract is lost for any of the following reasons:

- a. Death of the subscriber if the subscriber is the parent through whom the child receives coverage;
- b. The subscriber's termination of employment (for any reason other than gross misconduct) or reduction in the subscriber's hours of employment with the employer;
- c. The subscriber's divorce or legal separation from the child's other parent;
- d. The subscriber's entitlement to (actual coverage under) Medicare if the subscriber is the parent through whom the child receives coverage; or



- e. The subscriber's child ceases to be a dependent child under the terms of the Contract.

### **Responsibility to inform**

Under federal law, the subscriber and dependent have the responsibility to inform the employer of a divorce, legal separation or a child losing dependent status under the Contract within 60 days of the date of the event or the date on which coverage would be lost because of the event.

Also, a subscriber and dependent who have been determined to be disabled under the Social Security Act as of the time of the subscriber's termination of employment or reduction of hours or within 60 days of the start of the continuation period must notify the employer of that determination within 60 days of the determination. If determined under the Social Security Act to no longer be disabled, he or she must notify the employer within 30 days of the determination.

### **Bankruptcy**

Rights similar to those described above may apply to retirees (and the spouses and dependents of those retirees), if the subscriber's employer commences a bankruptcy proceeding and these individuals lose coverage.

### **Election rights**

When notified that one of these events has happened, the employer will notify the subscriber and covered dependents of the right to choose continuation coverage.

Consistent with federal law, the subscriber and dependents have 60 days to elect continuation coverage, measured from the later of:

- a. The date coverage would be lost because of one of the events described above, or
- b. The date notice of election rights is received.

If continuation coverage is elected within this period, the coverage will be retroactive to the date coverage would otherwise have been lost.

The subscriber and the subscriber's covered spouse may elect continuation coverage on behalf of other dependents entitled to continuation coverage. However, each person entitled to continuation coverage has an independent right to elect continuation coverage. The subscriber's covered spouse or dependent child may elect continuation coverage even if the subscriber does not elect continuation coverage.

If continuation coverage is not elected, your coverage under the Contract will end.

### **Type of coverage and cost**

If the subscriber and the subscriber's dependents elect continuation coverage, the employer is required to provide coverage that, as of the time coverage is being provided, is identical to the coverage provided under the Contract to similarly situated employees or employees' dependents.

Under federal law, a person electing continuation coverage may have to pay all or part of the premium for continuation coverage. The amount charged cannot exceed 102 percent of the cost of the coverage. The amount may be increased to 150 percent of the applicable premium for months after the 18th month of continuation coverage when the additional months are due to a disability under the Social Security Act.

There is a grace period of at least 30 days for the regularly scheduled premium.

### **Duration of COBRA coverage**

Federal law requires that you be allowed to maintain continuation coverage for 36 months unless you lost coverage under the Contract because of termination of employment or reduction in hours. In that case, the required continuation coverage period is 18 months. The 18 months may be extended if a second event (e.g., divorce, legal separation or death) occurs during the initial 18-month period. It also may be extended to 29 months in the case of an employee or employee's dependent who is determined to be disabled under the Social Security Act at the time of the employee's termination of employment or reduction of hours, or within 60 days of the start of the 18-month continuation period.

If an employee or the employee's dependent is entitled to 29 months of continuation coverage due to his or her disability, the other family members' continuation period is also extended to 29 months. If the subscriber becomes entitled to (actually covered under) Medicare, the continuation period for the subscriber's dependents is 36 months measured from the date of the subscriber's Medicare entitlement even if that entitlement does not cause the subscriber to lose coverage.

Under no circumstances is the total continuation period greater than 36 months from the date of the original event that triggered the continuation coverage.

Federal law provides that continuation coverage may end earlier for any of the following reasons:

- a. The subscriber's employer no longer provides group health coverage to any of its employees;
- b. The premium for continuation coverage is not paid on time;
- c. Coverage is obtained under another group health plan (as an employee or otherwise) that does not contain any exclusion or limitation with respect to any applicable pre-existing condition; or
- d. The subscriber becomes entitled to (actually covered under) Medicare.

Continuation coverage may also end earlier for reasons which would allow regular coverage to be terminated, such as fraud.

### **USERRA continuation coverage**

Continued coverage shall be provided as required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended. The

employer shall, within the parameters of federal law, establish uniform policies pursuant to which such continuation coverage will be provided.

### **General USERRA information**

USERRA requires employers to offer employees and their families (spouse and/or dependent children) the opportunity to pay for a temporary extension of health coverage (called continuation coverage) at group rates in certain instances where health coverage under employer sponsored group health plan(s) would otherwise end. This coverage is a group health plan for purposes of USERRA.

This section is intended to inform you, in summary fashion, of your rights and obligations under the continuation coverage provision of federal law. It is intended that no greater rights be provided than those required by federal law. Take time to read this section carefully.

### **Employee's loss**

The employee has the right to elect continuation of coverage if there is a loss of coverage under the Contract because of absence from employment due to service in the uniformed services, and the employee was covered under the Contract at the time the absence began, and the employee or an appropriate officer of the uniformed services, provided the employer with advance notice of the employee's absence from employment (if it was possible to do so).

Service in the uniformed services means the performance of duty on a voluntary or involuntary basis in the uniformed services under competent authority, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and the time necessary for a person to be absent from employment for an examination to determine the fitness of the person to perform any of these duties.

Uniformed services means the U.S. Armed Services, including the Coast Guard, the Army National Guard and the Air National Guard, when engaged in active duty for training, inactive duty training or full-time National Guard duty and the commissioned corps of the Public Health Service.

### **Election rights**

The employee or the employee's authorized representative may elect to continue the employee's coverage under the Contract by making an election on a form provided by the employer. The employee has 60 days to elect continuation coverage measured from the date coverage would be lost because of the event described above. If continuation coverage is elected within this period, the coverage will be retroactive to the date coverage would otherwise have been lost. The employee may elect continuation coverage on behalf of other covered dependents; however, there is no independent right of each covered dependent to elect. If the employee does not elect, there is no USERRA continuation available for the spouse or dependent children. In addition, even if the employee does not elect USERRA continuation, the employee has the right to be reinstated under the Contract upon reemployment, subject to the terms and conditions of the Contract.

### **Type of coverage and cost**

If the employee elects continuation coverage, the employer is required to provide coverage that, as of the time coverage is being provided, is identical to the coverage provided under the Contract to similarly situated employees. The amount charged cannot exceed 102 percent of the cost of the coverage unless the employee's leave of absence is less than 31 days, in which case the employee is not required to pay more than the amount that they would have to pay as an active employee for that coverage. There is a grace period of at least 30 days for the regularly scheduled premium.

### **Duration of USERRA coverage**

When an employee takes a leave for service in the uniformed services, coverage for the employee and dependents for which coverage is elected begins the day after the employee would lose coverage under the Contract. Coverage continues for up to 24 months.

Federal law provides that continuation coverage may end earlier for any of the following reasons:

- a. The employer no longer provides group health coverage to any of its employees;
- b. The premium for continuation coverage is not paid on time;
- c. The employee loses their rights under USERRA as a result of a dishonorable discharge or other undesirable conduct;
- d. The employee fails to return to work following the completion of his or her service in the uniformed services; or
- e. The employee returns to work and is reinstated under the Contract as an active employee.

Continuation coverage may also end earlier for reasons which would allow regular coverage to be terminated, such as fraud.

### **COBRA and USERRA coverage are concurrent**

If both COBRA and USERRA apply and you elect COBRA continuation coverage in addition to USERRA continuation coverage, these coverages run concurrently.

## How Providers are Paid

### Network providers

Network providers are paid using various types of contractual arrangements, which are intended to promote the delivery of health care in a cost efficient and effective manner. These arrangements are not intended to affect your access to health care. These payment methods may include:

1. A fee-for-service method, such as per service or percentage of charges; or
2. A risk-sharing arrangement, such as an amount per day, per stay, per episode, per case, per period of illness, per member or per service with a targeted outcome.

The methods by which specific network providers are paid may change from time to time. Methods also vary by network provider. The primary method of payment under this Medica Choice Passport product is fee-for-service.

Fee-for-service payment means that the network provider is paid a fee for each service provided. If the payment is per service, the network provider's payment is determined according to a set fee schedule. The amount the network provider receives is the lesser of the fee schedule or what the network provider would have otherwise billed. If the payment is percentage of charges, the network provider's payment is a set percentage of the provider's charge. The amount paid to the network provider, less any applicable copayment, coinsurance or deductible is considered to be payment in full.

Risk-sharing payment means that the network provider is paid a specific amount for a particular unit of service, such as an amount per day, an amount per stay, an amount per episode, an amount per case, an amount per period of illness, an amount per member or an amount per service with targeted outcome. If the amount paid is less than the cost of providing or arranging for a member's health services, the network provider may bear some of the shortfall. If the amount paid to the network provider is more than the cost of providing or arranging a member's health services, the network provider may keep some of the excess.

Some network providers are authorized to arrange for a member to receive certain health services from other providers. This decision may result in a network provider keeping more or less of the risk-sharing payment.

### Withhold arrangements

For some network providers paid on a fee-for-service basis, some of the payment is held back. This is sometimes referred to as a physician contingency reserve or holdback. The withhold amount generally will not exceed 15 percent of the fee schedule amount. In general, a portion of network hospitals' fee-for-service payments is not held back. However, when it is, the withhold amount will not usually exceed 5 percent of the fee schedule amount.

Network providers may earn the withhold amount based on Medica's financial performance as determined by Medica's Board of Directors and/or certain performance standards identified in the network provider's contract, including but not limited to quality and utilization. Based on individual measures, the percentage of the withhold amount paid, if any, can vary among network providers.

### **Non-network providers**

When a service from a non-network provider is covered, the non-network provider is paid a fee for each covered service that is provided. This payment may be less than the charges billed by the non-network provider. If this happens, you are responsible for paying the difference.

## **Additional Terms of Your Coverage**

This section describes the general provisions of the Contract.

### **This plan**

Medica Insurance Company (Medica) offers Medica Choice Passport.

MINNESOTA LAW REGULATES THIS CERTIFICATE.

The benefits of the Contract providing your coverage are governed primarily by the law of a state other than Florida.

### **Examination of a member**

To settle a dispute concerning provision or payment of benefits under the Contract, Medica may require that you be examined or an autopsy of the member's body be performed. The examination or autopsy will be at Medica's expense.

### **Clerical error**

You will not be deprived of coverage under the Contract because of a clerical error. However, you will not be eligible for coverage beyond the scheduled termination of your coverage because of a failure to record the termination.

### **Relationship between parties**

The relationships between Medica, the employer and network providers are contractual relationships between independent contractors. Network providers are not agents or employees of Medica. The relationship between a provider and any member is that of health care provider and patient. The provider is solely responsible for health care provided to any member.

### **Assignment**

Medica will have the right to assign any and all of its rights and responsibilities under the Contract to any subsidiary or affiliate of Medica or to any other appropriate organization or entity.

### **Notice**

Except as otherwise provided in this certificate, written notice given by Medica to an authorized representative of the employer will be deemed notice to all affected in the administration of the Contract in the event of termination or nonrenewal of the Contract.

However, notice of termination for nonpayment of premium shall be given by Medica to an authorized representative of the employer and to each subscriber.

## **Entire agreement**

This certificate, the master group contract and its appendices and any amendments, the group application and the member enrollment forms are the entire Contract between the employer and Medica, and replace all other agreements as of the effective date of the Contract.

## **Amendment**

This certificate may be amended in accordance with the Contract. When this happens, you will receive a new certificate or an amendment approved and signed by an executive officer of Medica. No other person or entity has authority to make any changes or amendments to this certificate. All amendments must be in writing.

## **Discretionary authority**

Medica has discretion to interpret and construe all of the terms and conditions of the Contract and make determinations regarding benefits and coverage under the Contract; provided, however, that this provision shall not be construed to specify a standard of review upon which a court may review a claim denial or any other decision made by Medica with respect to a member.

## **Medical Loss Ratio (MLR) standards under the federal Public Health Service Act**

Federal law establishes standards concerning the percentage of premium revenue that insurers pay out for claims expenses and health care quality improvement activities. If the amount an insurer pays out for such expenses and activities is less than the applicable MLR standard, the insurer is required to provide a premium rebate. MLR calculations are based on aggregate market data rather than on a group by group basis. In the event Medica is required to pay rebates pursuant to federal law, Medica will pay such rebates to your employer, unless prohibited by federal law.

## **Health Savings Accounts (HSA)**

This coverage is designed to comply with the requirements of the Internal Revenue Code Section 223 for a federally qualified high-deductible health plan. This coverage may qualify you to make a pre-tax contribution to a health savings account. You are responsible for the cost of all health services, other than preventive care, up to your deductible amount.

For more information about health savings accounts, see the tip sheet at [medica.com/membertips](http://medica.com/membertips).



## Definitions

Words and phrases with specific meanings are defined in this section.

**Approved clinical trial.** A phase I, phase II, phase III or phase IV clinical trial that is conducted in relation to the prevention, detection or treatment of cancer or other life-threatening condition, is not designed exclusively to test toxicity or disease pathophysiology and is described in any of the following subparagraphs:

1. The study or investigation is conducted under an investigational new drug application reviewed by the U.S. Food and Drug Administration.
2. The study or investigation is a drug trial that is exempt from having such an investigational new drug application.
3. The study or investigation is approved or funded by one of the following: (i) the National Institutes of Health (NIH), the Centers for Disease Control and Prevention, the Agency for Health Care Research and Quality, the Centers for Medicare and Medicaid Services or cooperating group or center of any of the entities described in this item; (ii) a cooperative group or center of the United States Department of Defense or the United States Department of Veterans Affairs; (iii) a qualified non-governmental research entity identified in the guidelines issued by the NIH for center support grants; or (iv) the United States Departments of Veterans Affairs, Defense or Energy if the trial has been reviewed or approved through a system of peer review determined by the secretary to: (a) be comparable to the system of peer review of studies and investigations used by the NIH, and (b) provide an unbiased scientific review by qualified individuals who have no interest in the outcome of the review.

**Benefits.** The health services or supplies (described in this certificate and any subsequent amendments) approved by Medica as eligible for coverage.

**Claim.** An invoice, bill or itemized statement for benefits provided to you.

**Coinsurance.** The percentage amount you must pay to the provider for benefits received. Full coinsurance payments may apply to scheduled appointments canceled less than 24 hours before the appointment time or to missed appointments.

For in-network benefits, the coinsurance amount is based on the lesser of the:

1. Charge billed by the provider (i.e., retail); or
2. Negotiated amount that the provider has agreed to accept as full payment for the benefit (i.e., wholesale).

When the wholesale amount is not known nor readily calculated at the time the benefit is provided, Medica uses an amount to approximate the wholesale amount.

For services from some network providers, however, the coinsurance is based on the provider's retail charge. The provider's retail charge is the amount that the provider would charge to any patient, whether or not that patient is a Medica member.

For out-of-network benefits, the coinsurance will be based on the lesser of the:

1. Charge billed by the provider (i.e., retail); or
2. Non-network provider reimbursement amount.

For out-of-network benefits, in addition to any coinsurance and deductible amounts, you will be responsible for any charges billed by the provider in excess of the non-network provider reimbursement amount.

In addition, for the network pharmacies described in **Prescription Drugs** and **Prescription Specialty Drugs** in **What's Covered and How Much Will I Pay**, the calculation of coinsurance amounts as described above do not include possible reductions for any volume purchase discounts or price adjustments that Medica may later receive related to certain prescription drugs and pharmacy services.

The coinsurance may not exceed the charge billed by the provider for the benefit.

**Complaint.** Any grievance against Medica, submitted by you or another person on your behalf, that is not the subject of litigation. Complaints may involve, but are not limited to, the scope of coverage for health care services; retrospective denials or limitations of payment for services; eligibility issues; denials, cancellations or non-renewals of coverage; administrative operations; and the quality, timeliness and appropriateness of health care services rendered. If the complaint is from an applicant, the complaint must relate to the application. If the complaint is from a former member, the complaint must relate to services received during the time the individual was a member.

**Continuous coverage.** The maintenance of continuous and uninterrupted qualifying coverage by an eligible employee or dependent. An eligible employee or dependent is considered to have maintained continuous coverage if enrollment is requested under the Contract within 63 days of termination of the previous qualifying coverage.

**Contract.** An agreement between Medica and the employer. The agreement outlines coverage details and responsibilities for Medica, the employer and the employer's employees

**Cosmetic.** Services and procedures that improve physical appearance but do not correct or improve a physiological function, and that are not medically necessary, unless the service or procedure meets the definition of reconstructive.

**Custodial care.** Services to assist in activities of daily living that do not seek to cure, are performed regularly as a part of a routine or schedule, and, due to the physical stability of the condition, do not need to be provided or directed by a skilled medical professional. These services include help in walking, getting in or out of bed, bathing, dressing, feeding, using the toilet, preparation of special diets and supervision of medication that can usually be self-administered.

**Deductible.** The fixed dollar amount you must pay for eligible services or supplies before claims for health services or supplies received from network or non-network providers are reimbursable as in-network or out-of-network benefits under this certificate.

**Dependent.** Unless otherwise specified in the Contract, the following are considered dependents:

1. The subscriber's spouse. For these purposes, spouse is defined as any individual who is legally married under the laws of the jurisdiction (foreign or domestic) in which the marriage occurred.
2. The following dependent children up to the dependent limiting age of 26:
  - a. The subscriber's or subscriber's spouse's natural or adopted child;
  - b. A child placed for adoption with the subscriber or subscriber's spouse;
  - c. A child for whom the subscriber or the subscriber's spouse has been appointed legal guardian; however, upon request by Medica, the subscriber must provide satisfactory proof of legal guardianship;
  - d. The subscriber's stepchild;
  - e. A child placed as a foster child with the subscriber or the subscriber's spouse; and
  - f. The subscriber's or subscriber's spouse's grandchild who is dependent upon and resides with the subscriber or subscriber's spouse continuously from birth.

For residents of a state other than Minnesota, the dependent limiting age may be higher if required by applicable state law.

3. The subscriber's or subscriber's spouse's disabled child who is a dependent incapable of self-sustaining employment by reason of developmental disability, mental illness, mental disorder or physical disability and is chiefly dependent upon the subscriber for support and maintenance. An illness that does not cause a child to be incapable of self-sustaining employment will not be considered a physical disability. This dependent may remain covered under the Contract regardless of age and without application of health screening or waiting periods. To continue coverage for a disabled dependent, you must provide Medica with proof of such disability and dependency within 31 days of the child reaching the dependent limiting age set forth in 2. above. Beginning two years after the child reaches the dependent limiting age, Medica may require annual proof of disability and dependency.
4. The subscriber's or subscriber's spouse's disabled dependent who is incapable of self-sustaining employment by reason of developmental disability, mental illness, mental disorder or physical disability and is chiefly dependent upon the subscriber or subscriber's spouse for support and maintenance. For coverage of a disabled dependent, you must provide Medica with proof of such disability and dependency at the time of the dependent's enrollment.

**Designated facility.** A network hospital that Medica has authorized to provide certain benefits to members, as described in this certificate.

**Designated mental health and substance abuse provider.** An organization, entity or individual selected by Medica to provide or arrange for the mental health and substance abuse services covered under this certificate.

**Emergency.** A condition or symptom (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, would believe requires immediate treatment to:

1. Preserve your life; or
2. Prevent serious impairment to your bodily functions, organs or parts; or
3. Prevent placing your physical or mental health (or, if you are pregnant, the health of your unborn child) in serious jeopardy.

**Enrollment date.** The date of the eligible employee's or dependent's first day of coverage under the Contract or, if earlier, the first day of the waiting period for the eligible employee's or dependent's enrollment.

**Genetic testing.** An analysis of human DNA, RNA, chromosomes, proteins or metabolites, if the analysis detects genotypes, mutations or chromosomal changes. Genetic testing includes pharmacogenetic testing. Genetic testing does not include an analysis of proteins or metabolites that is directly related to a manifested disease, disorder or pathological condition. For example, an HIV test, complete blood count or cholesterol test is not a genetic test.

**Habilitative.** Health care services are considered habilitative when they are provided to help a person who has not learned or acquired a particular skill or function for daily living to learn, improve or keep such skill or function, as long as measurable progress can be documented.

**Hospital.** A licensed facility that provides diagnostic, medical, therapeutic, rehabilitative and surgical services by, or under the direction of, a physician and with 24-hour R.N. nursing services. The hospital is not mainly a place for rest or custodial care and is not a nursing home or similar facility.

**Inpatient.** An uninterrupted stay, following formal admission to a hospital, skilled nursing facility or licensed acute care facility.

**Investigative.** As determined by Medica, a drug, device, diagnostic or screening procedure, or medical treatment or procedure is investigative if reliable evidence does not permit conclusions concerning its safety, effectiveness or effect on health outcomes. Medica will make its determination based upon an examination of the following reliable evidence, none of which shall be determinative in and of itself:

1. Whether there is final approval from the appropriate government regulatory agency, if required, including whether the drug or device has received final approval to be marketed for its proposed use by the United States Food and Drug Administration (FDA), or whether the treatment is the subject of ongoing Phase I, II or III trials;
2. Whether there are consensus opinions and recommendations reported in relevant scientific and medical literature, peer-reviewed journals or the reports of clinical trial committees and other technology assessment bodies; and
3. Whether there are consensus opinions of national and local health care providers in the applicable specialty or subspecialty that typically manages the condition as determined by a survey or poll of a representative sampling of these providers.

Notwithstanding the above, a drug being used for an indication or at a dosage that is an accepted off-label use for the treatment of cancer will not be considered by Medica to be investigative. Medica will determine if a use is an accepted off-label use based on published reports in authoritative peer-reviewed medical literature, clinical practice guidelines or parameters approved by national health professional boards or associations, and entries in any authoritative compendia as identified by the Medicare program for use in the determination of a medically accepted indication of drugs and biologicals used off-label.

**Late entrant.** An eligible employee or dependent who requests enrollment under the Contract other than during:

1. The initial enrollment period set by the employer; or
2. The open enrollment period set by the employer; or
3. A special enrollment period as described in **Who's Eligible for Coverage and How Do They Enroll.**

In addition, a member who is a child entitled to receive coverage through a QMCSO is not subject to any initial or open enrollment period restrictions.

**Life-threatening condition.** Any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

**Medical necessity review.** Medica's evaluation of the necessity, appropriateness and efficacy of the use of health care services, procedures and facilities, for the purpose of determining the medical necessity of the service or admission.

**Medically necessary.** Diagnostic testing and medical treatment, consistent with the diagnosis of and prescribed course of treatment for your condition, and preventive services. Medically necessary care must meet the following criteria:

1. Be consistent with the medical standards and accepted practice parameters of the community as determined by health care providers in the same or similar general specialty as typically manages the condition, procedure or treatment at issue; and
2. Be an appropriate service, in terms of type, frequency, level, setting and duration, to your diagnosis or condition; and
3. Help to restore or maintain your health; or
4. Prevent deterioration of your condition; or
5. Prevent the reasonably likely onset of a health problem or detect an incipient problem.

**Member.** A person who is enrolled under the Contract.

**Mental disorder.** A physical or mental condition having an emotional or psychological origin, as defined in the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM).

**Network.** A provider (such as a hospital, physician, home health agency, skilled nursing facility or pharmacy) that has entered into a written agreement to provide benefits to you. The participation status of providers will change from time to time.

The network provider directory will be furnished automatically, without charge.

**Non-network.** A provider not under contract as a network provider.

**Non-network provider reimbursement amount.** The amount that Medica will pay to a non-network provider for each benefit is based on one of the following, as determined by Medica:

1. A percentage of the amount Medicare would pay for the service in the location where the service is provided. Medica generally updates its data on the amount Medicare pays within 30-60 days after the Centers for Medicare and Medicaid Services updates its Medicare data; or
2. A percentage of the provider's billed charge; or
3. A nationwide provider reimbursement database that considers prevailing reimbursement rates and/or marketplace charges for similar services in the geographic area in which the service is provided; or
4. An amount agreed upon between Medica and the non-network provider.

Contact Customer Service for more information concerning which method above pertains to your services, including the applicable percentage if a Medicare-based approach is used.

For certain benefits, you must pay a portion of the non-network provider reimbursement amount as a copayment or coinsurance.

In addition, if the amount billed by the non-network provider is greater than the non-network provider reimbursement amount, the non-network provider will likely bill you for the difference. This difference may be substantial, and it is in addition to any coinsurance or deductible amount you may be responsible for according to the terms described in this certificate. Furthermore, such difference will not be applied toward the out-of-pocket maximum described in **What's Covered and How Much Will I Pay**. Additionally, you will owe these amounts regardless of whether you previously reached your out-of-pocket maximum with amounts paid for other services. As a result, the amount you will be required to pay for services received from a non-network provider will likely be much higher than if you had received services from a network provider.

**Out-of-pocket maximum.** An accumulation of coinsurance and deductibles paid for benefits received during a calendar year. Unless otherwise specified, you will not be required to pay more than the applicable per member out-of-pocket maximum for benefits received during a calendar year.

The time period used to calculate whether you have met the out-of-pocket maximum (calendar year or Contract year) is determined by the Contract between Medica and the employer. If this time period changes when Medica and the employer renew the Contract, you will receive a new certificate of coverage that will specify the newly applicable time period and may have additional out-of-pocket expenses associated with this change.

After an applicable out-of-pocket maximum has been met, all other covered benefits received during the rest of the calendar year will be covered at 100 percent, except for any charge not covered by Medica or charge in excess of the non-network provider reimbursement amount.

Note that out-of-pocket maximum amounts are determined by the Contract between Medica and the employer and may increase when Medica and the employer renew the Contract. If this occurs, the new out-of-pocket maximum will apply for the rest of the current calendar year, whether or not you had met the previously applicable out-of-pocket maximum. This means that it is possible that your out-of-pocket maximum will increase mid-year when your employer's Contract with Medica is renewed and that you may have additional out-of-pocket expenses as a result.

Medica refunds the amount over the out-of-pocket maximum during any calendar year when proof of excess coinsurance and deductibles is received and verified by Medica.

**Pharmacogenetic testing.** A type of genetic testing that attempts to use personal gene-based information to determine the proper drug and dosage for an individual. Pharmacogenetic testing seeks to determine how a drug is absorbed, metabolized or cleared from the body of an individual based on their genetic makeup.

**Physician.** A Doctor of Medicine (M.D.), Doctor of Osteopathy (D.O.), Doctor of Podiatry (D.P.M.), Doctor of Optometry (O.D.) or Doctor of Chiropractic (D.C.) practicing within the scope of his or her licensure.

**Placed as a foster child.** The acceptance of the placement in your home of a child who has been placed away from his or her parents or guardians in 24-hour substitute care and for whom a state agency has placement and care responsibility. Eligibility for a child placed as a foster child with the subscriber or subscriber's spouse ends when such placement is terminated.

**Placed for adoption.** The assumption and retention of the legal obligation for total or partial support of the child in anticipation of adopting such child.

(Eligibility for a child placed for adoption with the subscriber ends if the placement is interrupted before legal adoption is finalized and the child is removed from placement.)

**Premium.** The monthly payment required to be paid by the employer on behalf of or for you.

**Prenatal care.** The comprehensive package of medical and psychosocial support provided throughout a pregnancy and related directly to the care of the pregnancy, including risk assessment, serial surveillance, prenatal education and use of specialized skills and technology, when needed, as defined by Standards for Obstetric-Gynecologic Services issued by the American College of Obstetricians and Gynecologists.

**Prescription drug.** A drug approved by the FDA for the prescribed use and route of administration.

**Preventive health service.** The following are considered preventive health services:

1. Evidence-based items or services that have in effect a rating of A or B in the current recommendations of the United States Preventive Services Task Force;
2. Immunizations for routine use that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the member involved;

3. With respect to members who are infants, children and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration;
4. With respect to members who are women, such additional preventive care and screenings not described in 1. as provided for in comprehensive guidelines supported by the Health Resources and Services Administration.

Contact Customer Service for information regarding specific preventive health services, services that are rated A or B and services that are included in guidelines supported by the Health Resources and Services Administration.

**Provider.** A health care professional or facility licensed, certified or otherwise qualified under state law to provide health services.

**Qualified individual.** (1) An individual who is eligible to participate in an approved clinical trial according to the trial protocol with respect to treatment of cancer or other life-threatening conditions, and (2) either (a) the referring health care professional is a network provider and has concluded that the individual's participation in the trial would be appropriate, or (b) the individual provides medical or scientific information establishing that their participation would be appropriate.

**Qualifying coverage.** Health coverage provided under one of the following plans:

1. A health plan in which a health carrier has issued a policy, contract or certificate for the coverage of medical and hospital benefits, including blanket accident and sickness insurance other than accident only coverage;
2. Part A or Part B of Medicare;
3. A medical assistance medical care plan as defined under Minnesota law;
4. A general assistance medical care plan as defined under Minnesota law;
5. Minnesota Comprehensive Health Association (MCHA);
6. A self-insured health plan;
7. The MinnesotaCare program as defined under Minnesota law;
8. The public employee insurance plan as defined under Minnesota law;
9. The Minnesota employees insurance plan as defined under Minnesota law;
10. TRICARE or other similar coverage provided under federal law applicable to the armed forces;
11. Coverage provided by a health care network cooperative or by a health provider cooperative;
12. The Federal Employees Health Benefits Plan or other similar coverage provided under federal law applicable to government organizations and employees;
13. A medical care program of the Indian Health Service or of a tribal organization;



14. A health benefit plan under the Peace Corps Act;
15. State Children's Health Insurance Program (SCHIP); or
16. A public health plan similar to any of the above plans established or maintained by a state, the U.S. government, a foreign country or any political subdivision of a state, the U.S. government or a foreign country.

Coverage of the following types, including any combination of the following types, are not qualifying coverage:

1. Coverage only for disability or income protection insurance;
2. Automobile medical payment coverage;
3. Liability insurance or coverage issued as a supplement to liability insurance;
4. Coverage for a specified disease or illness or to provide payments on a per diem, fixed indemnity or non-expense-incurred basis, if offered as independent, non-coordinated coverage;
5. Credit accident and health insurance as defined under Minnesota law;
6. Coverage designed solely to provide dental or vision care;
7. Accident only coverage;
8. Long-term care coverage as defined under Minnesota law;
9. Medicare supplemental health insurance as defined under Minnesota law;
10. Workers' compensation insurance; or
11. Coverage for on-site medical clinics operated by an employer for the benefit of the employer's employees and their dependents, in connection with which the employer does not transfer risk.

**Reconstructive.** Surgery to rebuild or correct a:

1. Body part when such surgery is incidental to or following surgery resulting from injury, sickness or disease of the involved body part; or
2. Congenital disease or anomaly which has resulted in a functional defect as determined by your physician.

In the case of mastectomy, surgery to reconstruct the breast on which the mastectomy was performed and surgery and reconstruction of the other breast to produce a symmetrical appearance shall be considered reconstructive.

Surgery that is cosmetic is not reconstructive.

**Rehabilitative.** Health care services are considered rehabilitative when they are provided to restore physical function or speech that has been impaired due to illness or injury.

**Rescission.** The cancellation or discontinuance of coverage under a health plan that has a retroactive effect. Coverage will only be rescinded for fraud or intentional misrepresentation of material fact.

**Restorative.** Surgery to rebuild or correct a physical defect that has a direct adverse effect on the physical health of a body part and for which the restoration or correction is medically necessary.

**Retail health clinic.** Professional evaluation and medical management services provided to patients in a health care clinic located in a setting such as a retail store, grocery store or pharmacy. Services include treatment of common illnesses and certain preventive health care services.

**Routine foot care.** Services that are routine foot care may require treatment by a professional and include but are not limited to any of the following:

1. Cutting, paring or removing corns and calluses;
2. Nail trimming, clipping or cutting; and
3. Debriding (removing toenails, dead skin or underlying tissue).

Routine foot care may also include hygiene and preventive maintenance such as:

1. Cleaning and soaking the feet; and
2. Applying skin creams in order to maintain skin tone.

**Routine patient costs.** All items and services that would be covered benefits if not provided in connection with a clinical trial. In connection with a clinical trial, routine patient costs do not include an investigative or experimental item, device or service; items or services provided solely to satisfy data collection and analysis needs and not used in clinical management; or a service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

**Skilled care.** Nursing or rehabilitation services requiring the skills of technical or professional medical personnel to develop, provide and evaluate your care and assess your changing condition. Long-term dependence on respiratory support equipment and/or the fact that services are received from technical or professional medical personnel do not by themselves define the need for skilled care.

**Skilled nursing facility.** A licensed bed or facility (including an extended care facility, hospital swing-bed and transitional care unit) that provides skilled nursing care, skilled transitional care or other related health services including rehabilitative services.

**Subscriber.** The person:

1. On whose behalf premium is paid; and
2. Whose employment is the basis for membership, according to the Contract; and
3. Who is enrolled under the Contract.

**Telemedicine.** Telemedicine is the delivery of health care services or consultations while the patient is at an originating site and the licensed health care provider is at a distant site. An originating site includes a health care facility at which a patient is located at the time the services are provided by means of telemedicine. A distant site means a site at which a licensed health care provider is located while providing health care services or consultations by means of

telemedicine. A communication between a licensed health care provider and a patient that consists solely of an email or facsimile transmission does not constitute telemedicine consultations or services.

**Total disability.** Disability due to injury, sickness or pregnancy that requires regular care and attendance of a physician, and in the opinion of the physician renders the employee unable to perform the duties of his or her regular business or occupation during the first two years of the disability and, after the first two years of the disability, renders the employee unable to perform the duties of any business or occupation for which he or she is reasonably fitted.

**Urgent care center.** A health care facility distinguishable from an affiliated clinic or hospital whose primary purpose is to offer and provide immediate, short-term medical care for minor, immediate medical conditions on a regular or routine basis.

**Virtual care.** Professional evaluation and medical management services provided to patients, in locations such as their home or office, through e-mail, telephone or webcam. Virtual care is used to address non-urgent medical symptoms for members describing new or ongoing symptoms to which providers respond with substantive medical advice. Virtual care does not include telephone calls for reporting normal lab or test results or solely calling in a prescription to a pharmacy.

**Waiting period.** In accordance with applicable state and federal laws, the period of time that must pass before an otherwise eligible employee and/or dependent is eligible to become covered under the Contract (as determined by the employer's eligibility requirements). However, if an eligible employee or dependent enrolls as a late entrant or through a special enrollment period as set forth in **Who's Eligible for Coverage and How Do They Enroll**, any period before such late or special enrollment is not a waiting period. Periods of employment in an employment classification that is not eligible for coverage under the Contract do not constitute a waiting period.