ADDENDUM NO. I

DATE: December 22, 2020

TO: All Potential Proposers

FROM: James McKeehan, Assistant Purchasing Agent, City of Knoxville

SUBJECT: Addendum No. I to RFP-Employee Health Program Consulting Services

PROPOSALS TO BE OPENED: December 30, 2020 at 11:00 AM (Eastern Time)

This addendum is being published to provide clarification regarding the above referenced RFP. This addendum becomes a part of the contract documents and modifies the original specifications as follows:

Items for Clarification:

1) Please confirm stop-loss reinsurer.

   HM Insurance Group

2) Does the onsite clinic dispense/prescribe medications?

   No, the onsite clinic does not dispense/prescribe medications

3) Which coverages are integrated with Innovu?

   Innovu receives feeds from all City of Knoxville benefits carriers

4) What is the total of compensation received by the current broker/consultant of record?

   The current contract is $150,000 annually

5) The City mentions their wellness program multiple times throughout the RFP. Would you mind elaborating on the City's current wellness program? What form does it take? What incentives are tied to it? Is it tied to the City's employee health center?

   Information on the City of Knoxville's Wellness Program can be found on the City's website: www.knoxvilletn.gov/myhealth

6) Could you please send us your pharmacy program SPD?

   Please see the attached 2020 Formulary Booklet on Page 3 of this addendum

7) Who administers the OptumRx pharmacy program?

   OptumRx administers their own pharmacy program

8) Does your current Rx administration include your workers' comp?

   No

9) Could you also please send us your EOC from BCBST?

   Please see the attached 2021 Blue Cross Blue Shield of Tennessee EOC on page 35 of this addendum

10) Do you have any direct contracting for imaging?

    No

11) The RFP mentions that you can submit electronically or submit a paper copy. Just to clarify, if we submit electronically through the portal, we do not need to also submit a paper copy correct?

    That is correct

OPTUMRx®

Your 2020 Formulary

Effective January 1, 2020

For the most current list of covered medications or if you have questions:

Call the number on your member ID card.

Visit your plan's website on your member ID card to:

- Find a participating retail pharmacy by ZIP code.
- Look up possible lower-cost medication alternatives.
- Compare medication pricing and options.

City of Knoxville

Understanding your formulary

What is a formulary?
A formulary is a list of prescribed medications or other pharmacy care products, services or supplies chosen for their safety, cost, and effectiveness. Medications are listed by categories or classes and are placed into cost levels known as tiers. It includes both brand and generic prescription medications.

To create the list, OptumRx® is guided by the Pharmacy and Therapeutics Committee. This group of doctors, nurses, and pharmacists reviews which medications will be covered, how well the drugs work, and overall value. They also make sure there are safe and covered options.

About this formulary
Where differences between this formulary and your benefit plan exist, the benefit plan documents rule. This may not be a complete list of medications that are covered by your plan. Please review your benefit plan for full details.

How do I use my formulary?
You and your doctor can use the formulary to help you choose the most cost-effective prescription medications. This guide tells you if a medication is generic or brand, and if special rules apply. Bring this list with you when you see your doctor. If your medication is not listed here, please visit your plan's website or call the number on your member ID card.

What are tiers?

Tiers are the different cost levels you pay for a medication. Each tier is assigned a cost, set by your employer or plan sponsor. This is how much you will pay when you fill a prescription.

When does the formulary change?
- Medications may move to a lower tier at any time.
- Medications may move to a higher tier when a generic equivalent becomes available.
- Medications may move to a higher tier or be excluded from coverage on January 1 or July 1 of each year.

When a medication changes tiers, you may have to pay a different amount for that medication.

Why are some medications excluded from coverage?
A medication may be excluded from coverage under your prescription benefit when it works the same as or similar to another prescription or over-the-counter (OTC) medication.

What if I don't agree with a decision about an excluded medication?
You or your authorized representative and your doctor can ask for a coverage request by calling the number on your member ID card.

Medication tips

What is the difference between brand-name and generic medications?
Generic medications contain the same active ingredients (what makes the medication work) as brand-name medications, but they often cost less. Once the patent for a brand-name medication ends, the FDA can approve a generic version with the same active ingredients.

What if my doctor writes a brand-name prescription?
If your doctor gives you a prescription for a brand-name medication, ask if a generic or lower-cost option could be right for you. Generic medications are usually your lowest-cost option.

Over-the-counter medications
An over-the-counter (OTC) medication may be the right treatment for some conditions. Talk to your doctor about OTC options. Even though OTC medications may not be covered by your pharmacy benefit, they may cost less than a prescription medication.

What if I am taking a specialty medication?
Specialty medications are for rare or complex conditions and are usually higher-cost medications. Please note, not all specialty medications are listed in the formulary. Our specialty pharmacy can provide most of your specialty medications along with helpful programs and services. Call **1-855-427-4682** and have your prescriptions delivered right to your home or doctor's office.

Reading your formulary

The formulary gives you choices so you and your doctor can decide your best course of treatment. In this formulary, brand-name medications are shown in UPPERCASE (for example, CLOBEX). Generic medications are shown in lowercase (for example, clobetasol).

Tier information
Using lower tier or preferred medications can help you pay your lowest out-of-pocket cost. Your plan may have multiple or no tiers. Please note: If you have a high-deductible plan, the tier cost levels will apply once you meet your deductible.

Drug Tier	Includes	Helpful Tips
Tier 1	$ **Preferred generics**	Use Tier 1 drugs for the lowest out-of-pocket costs.
Tier 2	$$ **Non-preferred generics**	Use Tier 2 drugs instead of Tier 3 to help reduce your out-of-pocket costs.
Tier 3	$$$ **Preferred brands**	Many Tier 3 drugs have lower-cost options in Tier 1 or 2. Ask your doctor if they could work for you.
Tier 4	**Non-preferred brands**	Many Tier 4 drugs have lower-cost options in Tier 1, 2 or 3. Ask your doctor if they could work for you.
Tier 5	**Specialty**	Tier 5 is generally highest in copayment and cost. These specialty medications are sometimes used to treat complex and chronic conditions and may require special monitoring and handling.

Drug list information
In this drug list, some medications are noted with letters next to them to help you see which ones may have coverage requirements or limits. Your benefit plan decides how these medications may be covered.

PA	**Prior Authorization** – Your doctor is required to give OptumRx more information to determine coverage.
QL	**Quantity Limit** – Medication may be limited to a certain quantity.
SP	**Specialty Medication** – Medication is designated as specialty.
ST	**Step Therapy** – Trial of lower-cost medication(s) is required before a higher-cost medication can be covered.

Table of Contents

Drug Name	Drug Tier	Notes
Analgesics - Drugs for Pain		
acetaminophen-codeine #2	1	QL
acetaminophen-codeine #3	1	QL
acetaminophen-codeine #4	1	QL
acetaminophen-codeine oral tablet 300-15 mg, 300-60 mg	1	QL
apap-caff-dihydrocodeine	2	QL
BELBUCA	3	PA; QL
butalbital-apap-caffeine oral capsule 50-300-40 mg	2	
butalbital-apap-caffeine oral capsule 50-325-40 mg	1	
butalbital-apap-caffeine oral tablet	1	
fentanyl transdermal patch 72 hour 100 mcg/hr, 12 mcg/hr, 25 mcg/hr, 50 mcg/hr, 75 mcg/hr	1	PA; QL
fentanyl transdermal patch 72 hour 37.5 mcg/hr, 62.5 mcg/hr, 87.5 mcg/hr	2	PA; QL
hydrocodone-acetaminophen oral tablet 10-300 mg, 5-300 mg, 7.5-300 mg	2	QL
hydrocodone-acetaminophen oral tablet 10-325 mg, 5-325 mg, 7.5-325 mg	1	QL
hydromorphone hcl oral tablet	1	QL
HYSINGLA ER	3	PA; QL
morphine sulfate er oral tablet extended release	1	PA; QL

Drug Name	Drug Tier	Notes
NUCYNTA	4	QL
oxycodone hcl oral tablet 10 mg, 15 mg, 30 mg, 5 mg	1	QL
oxycodone hcl oral tablet 20 mg	2	QL
oxycodone-acetaminophen	1	QL
OXYCONTIN	3	PA; QL
tramadol hcl ir	1	QL
trezix	2	QL
Analgesics - Drugs for Pain and Inflammation		
celecoxib oral	2	QL
diclofenac sodium oral	1	
diclofenac sodium transdermal gel 1 %	1	QL
etodolac oral tablet	1	
ibu oral tablet 600 mg, 800 mg	1	
ibuprofen oral tablet 400 mg, 600 mg, 800 mg	1	
indomethacin oral	1	
ketorolac tromethamine oral	1	QL
meloxicam oral	1	
nabumetone oral	1	
NAPRELAN ORAL TABLET EXTENDED RELEASE 24 HOUR 375 MG, 500 MG	4	
naproxen oral tablet	1	
naproxen sodium oral tablet 275 mg, 550 mg	1	
Anesthetics		
lidocaine external ointment	1	
lidocaine external patch	1	

For more information regarding the tiers and designations in this drug list, please see the *Reading your formulary* section of this booklet.

Drug Name	Drug Tier	Notes
Anti-Addiction / Substance Abuse Treatment Agents		
BUNAVAIL	4	QL
buprenorphine hcl sublingual	2	QL
buprenorphine hcl-naloxone hcl sublingual tablet sublingual	2	QL
CHANTIX CONTINUING MONTH PAK	1	ST; QL
CHANTIX STARTING MONTH PAK	1	ST; QL
naltrexone hcl oral	1	
NARCAN	3	
SUBOXONE	4	ST; QL
ZUBSOLV	3	QL
Antibacterials		
amoxicillin oral capsule	1	
amoxicillin oral suspension reconstituted	1	
amoxicillin oral tablet	1	
amoxicillin-potassium clavulanate oral suspension reconstituted	1	
amoxicillin-potassium clavulanate oral tablet	1	
azithromycin oral suspension reconstituted	1	
azithromycin oral tablet	1	
cefdinir	1	
cefuroxime axetil	1	
cephalexin oral capsule	1	
cephalexin oral suspension reconstituted	1	
ciprofloxacin hcl oral tablet 250 mg, 500 mg	1	
clarithromycin oral tablet	1	
clindamycin hcl oral	1	
CLINDESSE	4	

Drug Name	Drug Tier	Notes
DIFICID	4	
doxycycline hyclate oral capsule	1	
doxycycline hyclate oral tablet 100 mg, 20 mg	1	
doxycycline hyclate oral tablet 150 mg, 50 mg, 75 mg	2	
doxycycline monohydrate oral capsule	1	
doxycycline monohydrate oral tablet	2	
levofloxacin oral tablet	1	
metronidazole oral tablet	1	
metronidazole vaginal	1	
minocycline hcl oral capsule	1	
mupirocin external	1	
nitrofurantoin macrocrystal oral	1	
nitrofurantoin monohydrate macrocrystals	1	
NUZYRA ORAL	4	
penicillin v potassium oral tablet	1	
SEYSARA	4	ST
sulfamethoxazole-trimethoprim oral tablet	1	
XEPI	4	
XIMINO	4	
Anticoagulants		
BEVYXXA	4	QL
ELIQUIS	3	QL
ELIQUIS STARTER PACK	3	QL
enoxaparin sodium	5	SP; QL
PRADAXA	3	QL
SAVAYSA	4	QL
warfarin sodium oral	1	

For more information regarding the tiers and designations in this drug list, please see the *Reading your formulary* section of this booklet.

Drug Name	Drug Tier	Notes
XARELTO	3	QL
XARELTO STARTER PACK	3	QL
Anticonvulsants - Drugs for Seizures		
carbamazepine oral tablet	1	
divalproex sodium er	1	
divalproex sodium oral tablet delayed release	1	
EPIDIOLEX	5	PA; SP
gabapentin oral capsule	1	
gabapentin oral tablet	1	
lamotrigine oral tablet	1	
levetiracetam oral tablet	1	
oxcarbazepine oral tablet	1	
SYMPAZAN	4	PA
topiramate oral tablet	1	
VIMPAT	4	
zonisamide oral	1	
Antidementia Agents - Drugs for Alzheimer's Disease and Dementia		
donepezil hcl oral tablet	1	
memantine hcl oral tablet 10 mg, 5 mg	1	
NAMZARIC	3	QL
Antidepressants		
amitriptyline hcl oral	1	
bupropion hcl er (sr)	1	QL
bupropion hcl er (xl) oral tablet extended release 24 hour 150 mg, 300 mg	1	QL
BUPROPION HCL ER (XL) ORAL TABLET EXTENDED RELEASE 24 HOUR 450 MG	3	QL
bupropion hcl oral	1	
citalopram hydrobromide oral tablet	1	

Drug Name	Drug Tier	Notes
desvenlafaxine succinate er	1	QL
doxepin hcl oral capsule	1	
duloxetine hcl oral capsule delayed release particles 20 mg, 30 mg, 60 mg	1	QL
duloxetine hcl oral capsule delayed release particles 40 mg	2	QL
escitalopram oxalate oral tablet	1	
fluoxetine hcl oral capsule	1	
fluoxetine hcl oral tablet	1	
fluvoxamine maleate	1	
FORFIVO XL	4	QL
mirtazapine oral tablet	1	
nortriptyline hcl oral capsule	1	
paroxetine hcl	1	
sertraline hcl oral tablet	1	
trazodone hcl oral	1	
TRINTELLIX	4	ST; QL
venlafaxine hcl	1	
venlafaxine hcl er oral capsule extended release 24 hour	1	
venlafaxine hcl er oral tablet extended release 24 hour	2	
VIIBRYD	4	QL
VIIBRYD STARTER PACK	4	QL
Antiemetics - Drugs for Nausea and Vomiting		
meclizine hcl oral tablet	2	
metoclopramide hcl oral tablet 10 mg	1	
ondansetron hcl oral tablet 24 mg	1	QL

For more information regarding the tiers and designations in this drug list, please see the *Reading your formulary* section of this booklet.

Drug Name	Drug Tier	Notes
ondansetron hcl oral tablet 4 mg, 8 mg	1	
ondansetron odt	1	
prochlorperazine maleate oral	1	
TRANSDERM-SCOP (1.5 MG)	4	
VARUBI	4	QL
Antifungals		
CRESEMBA ORAL	4	
fluconazole oral tablet	1	
GYNAZOLE-1	4	
KERYDIN	4	PA
ketoconazole external cream	1	
ketoconazole external shampoo	1	
nystatin external cream	1	
nystatin mouth/throat	1	
terbinafine hcl oral	1	QL
terconazole vaginal cream	1	
Antigout Agents		
allopurinol oral	1	
COLCHICINE ORAL TABLET	4	ST
COLCRYS	3	
ULORIC	4	ST
Antimigraine Agents		
AIMOVIG	3	PA; QL
eletriptan hydrobromide	2	QL
EMGALITY	3	PA; QL
rizatriptan benzoate	1	QL
sumatriptan succinate oral	1	QL
Antineoplastics - Drugs for Cancer		
anastrozole oral	1	
CABOMETYX	5	PA; SP
capecitabine	5	PA; SP
IBRANCE	5	PA; SP
IDHIFA	5	PA; SP; QL
letrozole oral	1	
mercaptopurine oral	1	
REVLIMID	5	PA; SP
SPRYCEL	5	PA; SP
tamoxifen citrate oral tablet 10 mg	1	
tamoxifen citrate oral tablet 20 mg	1	
XTANDI	5	PA; SP
YONSA	5	PA; SP
Antiparasitics		
ARAKODA	4	
EMVERM	3	
hydroxychloroquine sulfate oral	1	
SOLOSEC	4	
Antiparkinson Agents		
carbidopa-levodopa oral tablet	1	
INBRIJA	5	PA; SP
pramipexole dihydrochloride	1	
ropinirole hcl	1	
Antiplatelets		
BRILINTA	3	
clopidogrel bisulfate oral	1	
ZONTIVITY	4	
Antipsychotics - Drugs for Mood Disorders		
ABILIFY MAINTENA	4	
aripiprazole oral tablet	1	QL
ARISTADA	4	
ARISTADA INITIO	4	
INVEGA SUSTENNA	4	
INVEGA TRINZA	4	

For more information regarding the tiers and designations in this drug list, please see the *Reading your formulary* section of this booklet.

Drug Name	Drug Tier	Notes
LATUDA	4	QL
olanzapine oral tablet	1	QL
PERSERIS	4	
quetiapine fumarate	1	QL
REXULTI	4	QL
risperidone oral tablet	1	QL
SAPHRIS	3	QL
VRAYLAR	4	ST; QL
ziprasidone hcl	2	QL
Antivirals		
acyclovir oral tablet	1	
ATRIPLA	4	ST
BIKTARVY	4	
CIMDUO	3	
DESCOVY	4	PA
DOVATO	3	
entecavir	5	SP; QL
EPCLUSA	5	PA; SP; QL
GENVOYA	4	
HARVONI ORAL TABLET 90-400 MG	5	PA; SP; QL
ISENTRESS ORAL TABLET	3	
JULUCA	3	
MAVYRET	5	PA; SP; QL
ODEFSEY	4	
oseltamivir phosphate oral	2	QL
PREZCOBIX	3	
PREZISTA ORAL TABLET	3	
ritonavir	1	
STRIBILD	4	
SYMFI	3	
SYMFI LO	3	
TAMIFLU ORAL CAPSULE 75 MG	4	QL

Drug Name	Drug Tier	Notes
tenofovir disoproxil fumarate	1	
TIVICAY	3	
TRIUMEQ	3	
TRUVADA	3	
valacyclovir hcl oral	1	QL
VEMLIDY	5	SP
VOSEVI	5	PA; SP; QL
XOFLUZA	4	QL
Anxiolytics - Drugs for Anxiety		
alprazolam oral tablet	1	QL
buspirone hcl oral	1	
clonazepam oral tablet	1	QL
diazepam oral tablet	1	
hydroxyzine hcl oral tablet	1	
hydroxyzine pamoate oral	1	
lorazepam oral tablet	1	QL
triazolam	1	QL
Bipolar Agents - Drugs for Mood Disorders		
lithium carbonate er	1	
lithium carbonate oral capsule	1	
Blood Products / Modifiers / Volume Expanders - Drugs for Bleeding Disorders		
ADYNOVATE	5	SP
AFSTYLA	5	SP
ARANESP (ALBUMIN FREE)	5	PA; SP
ELOCTATE	5	SP
JIVI	5	SP
KOGENATE FS	5	SP
KOVALTRY	5	SP
MULPLETA	5	PA; SP

For more information regarding the tiers and designations in this drug list, please see the *Reading your formulary* section of this booklet.

Drug Name	Drug Tier	Notes
NEULASTA	5	PA; SP
NEULASTA ONPRO	5	PA; SP
NIVESTYM	5	PA; SP
NOVOEIGHT	5	SP
NUWIQ	5	SP
RETACRIT	5	PA; SP
UDENYCA	5	PA; SP
ULTOMIRIS	5	PA; SP
ZARXIO	5	PA; SP
Cardiovascular Agents - Drugs for Heart and Circulation Conditions		
amiodarone hcl oral	1	
amlodipine besylate oral	1	
amlodipine besylate-benazepril hcl	1	
amlodipine besylate-valsartan	1	
amlodipine-olmesartan	1	
atenolol oral	1	
atenolol-chlorthalidone	1	
atorvastatin calcium oral	1	
benazepril hcl oral	1	
benazepril-hydrochlorothiazide	1	
bisoprolol fumarate	1	
bisoprolol-hydrochlorothiazide	1	
bumetanide oral	1	
BYSTOLIC	3	
cartia xt	1	
carvedilol	1	
chlorthalidone	1	
choline fenofibrate	1	
clonidine hcl oral	1	
CORLANOR ORAL TABLET	4	PA; QL
digoxin oral tablet	1	

Drug Name	Drug Tier	Notes
diltiazem hcl er beads	1	
diltiazem hcl er coated beads oral capsule extended release 24 hour 120 mg, 180 mg, 240 mg, 300 mg	1	
diltiazem hcl er coated beads oral capsule extended release 24 hour 360 mg	2	
dilt-xr	1	
doxazosin mesylate oral	1	
EDARBI	4	ST
EDARBYCLOR	4	ST
enalapril maleate oral	1	
ENTRESTO	3	QL
ezetimibe	2	
ezetimibe-simvastatin	1	
fenofibrate micronized oral capsule 134 mg, 200 mg, 67 mg	1	
fenofibrate oral tablet 120 mg, 40 mg	2	
fenofibrate oral tablet 145 mg, 160 mg, 48 mg, 54 mg	1	
fenofibric acid oral capsule delayed release	1	
flecainide acetate	1	
furosemide oral tablet	1	
gemfibrozil oral	1	
guanfacine hcl	1	
HEMANGEOL	4	
hydralazine hcl oral	1	
hydrochlorothiazide oral	1	
irbesartan	1	
irbesartan-hydrochlorothiazide	1	
isosorbide mononitrate er	1	
labetalol hcl oral	1	

For more information regarding the tiers and designations in this drug list, please see the *Reading your formulary* section of this booklet.

Drug Name	Drug Tier	Notes
lisinopril oral	1	
lisinopril-hydrochlorothiazide	1	
LIVALO	4	ST
losartan potassium	1	
losartan potassium-hctz	1	
lovastatin	1	
metoprolol succinate er	1	
metoprolol tartrate oral tablet 100 mg, 25 mg, 50 mg	1	
metoprolol tartrate oral tablet 37.5 mg, 75 mg	2	
MULTAQ	4	
nadolol oral	1	
nifedipine er	1	
nifedipine er osmotic release	1	
nitroglycerin sublingual	1	
olmesartan medoxomil oral	1	
olmesartan medoxomil-hctz	1	
omega-3-acid ethyl esters	1	PA
PRALUENT SUBCUTANEOUS SOLUTION PEN-INJECTOR 150 MG/ML, 75 MG/ML	3	PA
pravastatin sodium	1	
prazosin hcl oral capsule 1 mg, 5 mg	1	
propranolol hcl er	1	
propranolol hcl oral tablet	1	
ramipril	1	
REPATHA	3	PA
REPATHA PUSHTRONEX SYSTEM	3	PA
REPATHA SURECLICK	3	PA

Drug Name	Drug Tier	Notes
rosuvastatin calcium	1	
simvastatin oral	1	
sotalol hcl oral	1	
spironolactone oral	1	
TEKTURNA	3	
TEKTURNA HCT	3	ST
telmisartan	1	
telmisartan-hctz	1	
torsemide	1	
triamterene-hctz	1	
valsartan	1	
valsartan-hydrochlorothiazide	1	
VASCEPA	3	PA
verapamil hcl er oral capsule extended release 24 hour 120 mg, 180 mg, 240 mg, 360 mg	1	
verapamil hcl er oral tablet extended release	1	
Central Nervous System Agents - Drugs for Attention Deficit Disorder		
ADDERALL XR	4	PA; ST; QL
ADZENYS ER	4	PA; ST; QL
amphetamine-dextroamphetamine	1	PA; QL
amphetamine-dextroamphetamine er	1	PA; QL
atomoxetine hcl	1	QL
dexmethylphenidate hcl	1	PA; QL
dexmethylphenidate hcl er oral capsule extended release 24 hour 10 mg, 15 mg, 20 mg, 30 mg, 40 mg, 5 mg	1	PA; QL
dexmethylphenidate hcl er oral capsule extended release 24 hour 25 mg, 35 mg	2	PA; QL

For more information regarding the tiers and designations in this drug list, please see the *Reading your formulary* section of this booklet.

Drug Name	Drug Tier	Notes
guanfacine hcl er	1	
methylphenidate hcl er	1	PA; QL
methylphenidate hcl oral tablet	1	PA; QL
VYVANSE	3	PA; QL
Central Nervous System Agents - Drugs for Multiple Sclerosis		
AMPYRA	5	PA; SP; QL
AUBAGIO	5	PA; SP; QL
AVONEX PEN	5	PA; SP; QL
AVONEX PREFILLED	5	PA; SP; QL
BETASERON	5	PA; SP; QL
COPAXONE	5	PA; SP; QL
GILENYA	5	PA; SP; QL
REBIF	5	PA; SP; QL
REBIF REBIDOSE	5	PA; SP; QL
REBIF REBIDOSE TITRATION PACK	5	PA; SP; QL
REBIF TITRATION PACK	5	PA; SP; QL
TECFIDERA	5	PA; SP; QL
Central Nervous System Agents - Miscellaneous		
AUSTEDO	5	PA; SP; QL
CONTRAVE	3	PA
GRALISE	4	ST; QL
GRALISE STARTER	4	ST; QL
HORIZANT	4	PA; QL
LYRICA ORAL CAPSULE	4	ST; QL
phentermine hcl oral capsule 30 mg	2	PA
phentermine hcl oral tablet	2	PA
SAXENDA	4	PA
TIGLUTIK	5	PA; SP; QL

Drug Name	Drug Tier	Notes
Dental and Oral Agents - Drugs for Mouth and Throat Conditions		
chlorhexidine gluconate mouth/throat	1	
lidocaine viscous mouth/throat solution 2 %	1	
Dermatological Agents - Drugs for Skin Conditions		
ACZONE EXTERNAL GEL 7.5 %	3	
betamethasone dipropionate external cream	1	
claravis	1	PA
clindamycin phosphate-benzoyl peroxide external gel 1-5 %	1	
clindamycin phosphate external lotion	1	
clindamycin phosphate external solution	1	
clindamycin phosphate external swab	1	
CLINDAMYCIN PHOSPHATE GEL 1 % EXTERNAL	4	ST
clindamycin phosphate gel 1 % external	1	
clobetasol propionate external cream	1	
clobetasol propionate external ointment	1	
clobetasol propionate external solution	1	
clotrimazole-betamethasone external cream	1	
DUPIXENT	5	PA; SP; QL
EPIDUO FORTE	4	
EUCRISA	3	ST

For more information regarding the tiers and designations in this drug list, please see the *Reading your formulary* section of this booklet.

Drug Name	Drug Tier	Notes
fluocinonide external cream 0.05 %	1	
fluocinonide external cream 0.1 %	2	
FLUOROPLEX	4	
FLUOROURACIL EXTERNAL CREAM 0.5 %	3	
fluorouracil external cream 5 %	1	
hydrocortisone external cream 1 %	2	
hydrocortisone external cream 2.5 %	1	
hydrocortisone external ointment 1 %	2	
hydrocortisone external ointment 2.5 %	1	
metronidazole external cream	1	
metronidazole external gel 0.75 %	1	
metronidazole external gel 1 %	2	
MIRVASO	3	
mometasone furoate external cream	1	
myorisan	1	PA
ONEXTON	4	
QBREXZA	4	QL
RETIN-A MICRO PUMP EXTERNAL GEL 0.06 %, 0.08 %	3	PA
SERNIVO	4	
SOOLANTRA	3	
TACLONEX	4	QL
TOLAK	4	
tretinoin external cream	1	PA
triamcinolone acetonide external cream	1	
triamcinolone acetonide external ointment 0.025 %, 0.1 %, 0.5 %	1	
Diabetes - Antidiabetic Agents		
BYDUREON	3	ST; QL
BYDUREON BCISE AUTOINJECTOR	3	ST; QL
BYETTA 10 MCG PEN	3	ST; QL
BYETTA 5 MCG PEN	3	ST; QL
FARXIGA	4	ST
glimepiride	1	
glipizide er	1	
glipizide ir	1	
glyburide oral	1	
GLYXAMBI	3	ST
INVOKAMET	3	ST
INVOKAMET XR	3	ST
INVOKANA	3	ST
JANUMET	3	ST
JANUMET XR	3	ST
JANUVIA	3	ST
JARDIANCE	3	ST
JENTADUETO	3	ST
JENTADUETO XR	3	ST
metformin hcl er	1	
metformin hcl er (mod) oral tablet extended release 24 hour 1000 mg	1	PA
metformin hcl er (mod) oral tablet extended release 24 hour 500 mg	2	PA
metformin hcl er (osm)	1	
metformin hcl oral tablet	1	
OZEMPIC	3	ST; QL
pioglitazone hcl	1	
SOLIQUA	3	ST; QL
SYNJARDY	3	ST
SYNJARDY XR	3	ST

For more information regarding the tiers and designations in this drug list, please see the *Reading your formulary* section of this booklet.

Drug Name	Drug Tier	Notes
TRADJENTA	3	ST
TRULICITY	3	ST; QL
VICTOZA	3	ST; QL
Diabetes - Glucose Monitoring		
ACCU-CHEK AVIVA CONNECT KIT W/DEVICE	3	
ACCU-CHEK AVIVA PLUS	3	
ACCU-CHEK AVIVA PLUS TEST STRIPS	3	QL
ACCU-CHEK COMPACT PLUS CARE KIT	3	
ACCU-CHEK COMPACT PLUS TEST STRIPS	3	QL
ACCU-CHEK FASTCLIX LANCET KIT	3	
ACCU-CHEK GUIDE	3	
ACCU-CHEK GUIDE TEST STRIPS	3	QL
ACCU-CHEK MULTICLIX LANCET DEVICE KIT	3	
ACCU-CHEK NANO SMARTVIEW KIT W/DEVICE	3	
ACCU-CHEK SMARTVIEW TEST STRIPS	3	QL
ACCU-CHEK SOFTCLIX LANCET DEVICE KIT	3	
CONTOUR NEXT MONITOR	4	ST
LANCETS	3	
ONETOUCH ULTRA 2	3	
ONETOUCH ULTRA BLUE TEST STRIPS	3	QL
ONETOUCH ULTRA MINI	3	
ONE TOUCH VERIO KIT W/DEVICE	3	
ONETOUCH VERIO FLEX SYSTEM KIT W/DEVICE	3	
ONETOUCH VERIO TEST STRIPS	3	QL
ONETOUCH VERIO IQ SYSTEM	3	
ONETOUCH VERIO SYNC SYSTEM KIT W/DEVICE	3	
Diabetes - Glycemic Agents		
GLUCAGON EMERGENCY	3	
Diabetes - Insulins		
HUMALOG	3	
HUMALOG KWIKPEN	3	
HUMALOG MIX 50/50 KWIKPEN	3	
HUMALOG MIX 50/50 VIAL	3	
HUMALOG MIX 75/25 KWIKPEN	3	
HUMALOG MIX 75/25 VIAL	3	
HUMALOG U-100 JUNIOR KWIKPEN	3	
HUMULIN 70/30 KWIKPEN	3	
HUMULIN 70/30 VIAL	3	
HUMULIN N KWIKPEN	3	
HUMULIN N VIAL	3	
HUMULIN R U-500 KWIKPEN	3	
HUMULIN R U-500 VIAL (CONCENTRATED)	3	
HUMULIN R VIAL	3	
LANTUS SOLOSTAR	3	
LANTUS U-100 VIAL	3	
LEVEMIR U-100 FLEXTOUCH	3	

For more information regarding the tiers and designations in this drug list, please see the *Reading your formulary* section of this booklet.

Drug Name	Drug Tier	Notes
LEVEMIR U-100 VIAL	3	
NOVOFINE AUTOCOVER PEN NEEDLE	3	
NOVOFINE PEN NEEDLE	3	
NOVOFINE PLUS PEN NEEDLE	3	
NOVOLIN 70/30 FLEXPEN	3	
NOVOLIN 70/30 VIAL	3	
NOVOLIN N VIAL	3	
NOVOLIN R VIAL	3	
NOVOLOG FLEXPEN	3	
NOVOLOG MIX 70/30 FLEXPEN	3	
NOVOLOG MIX 70/30 VIAL	3	
NOVOLOG PENFILL	3	
NOVOLOG U-100 VIAL	3	
NOVOTWIST PEN NEEDLE	3	
TOUJEO MAX SOLOSTAR	3	
TOUJEO SOLOSTAR	3	
TRESIBA	3	
TRESIBA FLEXTOUCH	3	
Electrolytes / Minerals / Metals / Vitamins		
klor-con m20	1	
LOKELMA	4	
potassium chloride crys er	1	
potassium chloride er	1	
potassium citrate er oral tablet extended release 10 meq (1080 mg), 5 meq (540 mg)	1	
potassium citrate er oral tablet extended release 15 meq (1620 mg)	2	
sodium fluoride oral tablet chewable	1	
VELTASSA	4	
Gastrointestinal Agents - Drugs for Acid Reflux and Ulcer		
DEXILANT	3	QL
esomeprazole magnesium	1	QL
famotidine oral tablet 20 mg, 40 mg	1	
lansoprazole oral capsule delayed release	1	QL
omeprazole oral capsule delayed release	1	QL
pantoprazole sodium oral	1	QL
rabeprazole sodium oral tablet delayed release	2	QL
ranitidine hcl oral capsule	1	
ranitidine hcl oral syrup	1	
ranitidine hcl oral tablet 150 mg, 300 mg	1	
sucralfate oral tablet	1	
Gastrointestinal Agents - Drugs for Bowel, Intestine and Stomach Conditions		
CLENPIQ	4	
dicyclomine hcl oral capsule	1	
dicyclomine hcl oral tablet	1	
diphenoxylate-atropine oral tablet	1	
LINZESS	3	ST; QL
MOTEGRITY	4	ST; QL
MOVANTIK	3	ST; QL
OMECLAMOX-PAK	3	
PLENVU	4	
PREPOPIK	4	

For more information regarding the tiers and designations in this drug list, please see the *Reading your formulary* section of this booklet.

Drug Name	Drug Tier	Notes
PYLERA	3	
SUPREP BOWEL PREP KIT	4	
SYMPROIC	3	ST; QL
VIBERZI	4	PA; QL
Genetic or Enzyme Disorder - Drugs for Replacement, Modification, Treatment		
CERDELGA	5	PA; SP
CREON	3	
NITYR	5	PA; SP
STRENSIQ	5	PA; SP
ZENPEP	3	
Genitourinary Agents - Drugs for Bladder, Genital and Kidney Conditions		
AURYXIA	4	
DEPEN TITRATABS	5	SP
INTRAROSA	4	
MYRBETRIQ	3	
oxybutynin chloride er	1	
oxybutynin chloride oral tablet	1	
phenazopyridine hcl oral tablet 100 mg, 200 mg	1	
tolterodine tartrate er	2	
TOVIAZ	4	
VELPHORO	4	
VESICARE	4	ST
Genitourinary Agents - Drugs for Prostate Conditions		
alfuzosin hcl er	1	
dutasteride oral	1	
finasteride oral tablet 5 mg	1	
tamsulosin hcl	1	

Drug Name	Drug Tier	Notes
terazosin hcl oral capsule 1 mg, 10 mg, 5 mg	1	
Hormonal Agents - Adrenal		
dexamethasone oral tablet	1	
hydrocortisone oral	1	
methylprednisolone oral tablet therapy pack	1	
prednisolone oral solution	1	
prednisolone sodium phosphate oral solution 10 mg/5ml, 20 mg/5ml, 25 mg/5ml	2	
prednisolone sodium phosphate oral solution 15 mg/5ml, 6.7 (5 base) mg/5ml	1	
prednisone oral tablet	1	
prednisone oral tablet therapy pack	1	
Hormonal Agents - Men's Health		
ANDRODERM	3	PA
testosterone cypionate intramuscular	2	PA
testosterone gel 50 mg/5gm (1%) transdermal	2	PA
testosterone gel 50 mg/5gm (1%) transdermal	1	PA
testosterone transdermal gel 10 mg/act (2%), 12.5 mg/act (1%)	2	PA
testosterone transdermal gel 20.25 mg/1.25gm (1.62%), 20.25 mg/act (1.62%), 25 mg/2.5gm (1%), 40.5 mg/2.5gm (1.62%)	1	PA
XYOSTED	4	PA

For more information regarding the tiers and designations in this drug list, please see the *Reading your formulary* section of this booklet.

Drug Name	Drug Tier	Notes
Hormonal Agents - Osteoporosis		
OSPHENA	4	
raloxifene hcl	1	
Hormonal Agents - Pituitary		
ACTHAR	5	PA; SP
LUPRON DEPOT (1-MONTH) INTRAMUSCULAR KIT 7.5 MG	5	PA; SP
LUPRON DEPOT (3-MONTH) INTRAMUSCULAR KIT 22.5 MG	5	PA; SP
LUPRON DEPOT (4-MONTH) INTRAMUSCULAR KIT 30MG	5	PA; SP
LUPRON DEPOT (6-MONTH) INTRAMUSCULAR KIT 45MG	5	PA; SP
NOCDURNA	4	
NORDITROPIN FLEXPRO	5	PA; SP
NUTROPIN AQ NUSPIN 10	5	PA; SP
NUTROPIN AQ NUSPIN 20	5	PA; SP
NUTROPIN AQ NUSPIN 5	5	PA; SP
OMNITROPE	5	PA; SP
ORILISSA	3	PA; QL
Hormonal Agents - Sex Hormones and Birth Control		
apri	1	
aviane	1	
BIJUVA	4	
blisovi 24 fe	1	
blisovi fe 1.5/30	1	

Drug Name	Drug Tier	Notes
CLIMARA PRO	3	
cryselle-28	1	
DIVIGEL	4	
drospirenone-ethinyl estradiol	1	
DUAVEE	3	
ELESTRIN	4	
enskyce	1	
estarylla	1	
estradiol oral	1	
estradiol transdermal	1	
estradiol vaginal cream	2	
gianvi	1	
IMVEXXY MAINTENANCE PACK	4	
IMVEXXY STARTER PACK	4	
isibloom	1	
junel 1/20	1	
junel fe 1.5/30	1	
junel fe 1/20	1	
junel fe 24	1	
kariva	1	
larissia	1	
lessina	1	
levonorgestrel-ethinyl estrad oral tablet 0.1-20 mg-mcg, 0.15-30 mg-mcg	1	
LO LOESTRIN FE	4	
loryna	1	
low-ogestrel	1	
MAKENA	5	PA; SP
medroxyprogesterone acetate intramuscular	1	
medroxyprogesterone acetate oral	1	
MINIVELLE	4	
MIRENA (52 MG)	1	

For more information regarding the tiers and designations in this drug list, please see the *Reading your formulary* section of this booklet.

Drug Name	Drug Tier	Notes
mono-linyah	1	
NATAZIA	1	
nikki	1	
norethindrone acetate oral	1	
norethindrone acet-ethinyl est oral tablet 1-20 mg-mcg	1	
norethindrone oral	1	
norgestimate-ethinyl estradiol triphasic	1	
nortrel 1/35 (21)	1	
nortrel 1/35 (28)	1	
NUVARING	1	
PREMARIN ORAL	3	
PREMARIN VAGINAL	3	
PREMPHASE	3	
PREMPRO	3	
progesterone micronized oral	2	
sprintec 28	1	
syeda	1	
TAYTULLA	4	
tri femynor	1	
tri-linyah	1	
tri-lo-marzia	1	
tri-lo-sprintec	1	
tri-sprintec	1	
vienva	1	
xulane	1	
yuvafem	2	
Hormonal Agents - Thyroid		
ARMOUR THYROID	4	ST
levothyroxine sodium oral	1	
liothyronine sodium oral	1	
methimazole oral	1	
NATURE-THROID	4	ST
SYNTHROID	4	ST
TIROSINT	4	
TIROSINT-SOL	4	
Immunological Agents - Drugs for Immune System Stimulation or Suppression		
ACTEMRA ACTPEN	5	PA; SP
ACTEMRA SUBCUTANEOUS	5	PA; SP
azathioprine oral	1	
CIMZIA	5	PA; SP
CIMZIA PREFILLED KIT	5	PA; SP
CIMZIA STARTER KIT	5	PA; SP
COSENTYX SENSOREADY (300 MG)	5	PA; SP
COSENTYX SENSOREADY PEN	5	PA; SP
cyclosporine modified oral capsule	5	SP
ENBREL SUBCUTANEOUS SOLUTION PREFILLED SYRINGE	5	PA; SP
ENBREL SURECLICK	5	PA; SP
FIRAZYR	5	PA; SP
HAEGARDA	5	PA; SP
HUMIRA	5	PA; SP
HUMIRA PEDIATRIC CROHNS START	5	PA; SP
HUMIRA PEN	5	PA; SP
HUMIRA PEN-CD/UC/HS STARTER	5	PA; SP
HUMIRA PEN-PS/UV/ADOL HS START	5	PA; SP
INFLECTRA	5	PA; SP
leflunomide oral	1	
methotrexate oral	1	
methotrexate sodium oral	1	

For more information regarding the tiers and designations in this drug list, please see the *Reading your formulary* section of this booklet.

Drug Name	Drug Tier	Notes
mycophenolate mofetil oral capsule	5	SP
mycophenolate mofetil oral tablet	5	SP
mycophenolate sodium	5	SP
ORENCIA	5	PA; SP
ORENCIA CLICKJECT	5	PA; SP
OTEZLA	5	PA; SP
RASUVO	3	PA; QL
RENFLEXIS	5	PA; SP
RUCONEST	5	PA; SP
SIMPONI	5	PA; SP
SKYRIZI (150 MG DOSE)	5	PA; SP
STELARA INTRAVENOUS	5	PA; SP
STELARA SUBCUTANEOUS SOLUTION PREFILLED SYRINGE	5	PA; SP; QL
tacrolimus oral	5	SP
TALTZ	5	PA; SP
TREMFYA	5	PA; SP
XELJANZ	5	PA; SP
XELJANZ XR	5	PA; SP
Inflammatory Bowel Disease Agents		
APRISO	3	
DIPENTUM	4	
LIALDA	4	ST
mesalamine oral tablet delayed release	1	
PENTASA	4	
PROCTOFOAM HC	3	
UCERIS RECTAL	4	

Drug Name	Drug Tier	Notes
Metabolic Bone Disease Agents - Drugs for Osteoporosis		
alendronate sodium oral tablet 10 mg, 40 mg, 5 mg	1	
alendronate sodium oral tablet 35 mg, 70 mg	1	QL
BINOSTO	4	QL
FORTEO	5	PA; SP
ibandronate sodium oral	1	QL
RAYALDEE	4	
TYMLOS	5	PA; SP
Metabolic Bone Disease Agents - Other		
calcitriol oral capsule	1	
Miscellaneous Therapeutic Agents		
BOTOX	5	PA; SP
DUROLANE	5	PA; SP
EUFLEXXA	5	PA; SP
GELSYN-3	5	PA; SP
TAKHZYRO	5	PA; SP
Ophthalmic Agents - Drugs for Eye Allergy, Infection and Inflammation		
AZASITE	4	
BESIVANCE	4	
erythromycin ophthalmic	1	
gentamicin sulfate ophthalmic	1	
INVELTYS	4	
ketorolac tromethamine ophthalmic	1	
LOTEMAX SM	4	
MOXEZA	3	
moxifloxacin hcl ophthalmic	1	
ofloxacin ophthalmic	1	

For more information regarding the tiers and designations in this drug list, please see the *Reading your formulary* section of this booklet.

Drug Name	Drug Tier	Notes
olopatadine hcl ophthalmic	1	
PAZEO	3	
prednisolone acetate ophthalmic	1	
PROLENSA	3	QL
tobramycin ophthalmic	1	
Ophthalmic Agents - Drugs for Glaucoma		
ALPHAGAN P	3	
AZOPT	3	
BETIMOL	4	
brimonidine tartrate ophthalmic	1	
COMBIGAN	3	
dorzolamide hcl-timolol mal	1	
latanoprost ophthalmic	1	
LUMIGAN	3	QL
RHOPRESSA	3	
ROCKLATAN	3	QL
SIMBRINZA	3	
timolol maleate ophthalmic solution 0.25 %, 0.5 %	1	
timolol maleate ophthalmic solution 0.5 % (daily)	2	
TRAVATAN Z	3	QL
ZIOPTAN	4	QL
Ophthalmic Agents - Drugs for Miscellaneous Eye Conditions		
LASTACAFT	4	ST
neomycin-polymyxin-dexameth ophthalmic ointment	1	

Drug Name	Drug Tier	Notes
neomycin-polymyxin-dexameth ophthalmic suspension 3.5-10000-0.1	1	
polymyxin b-trimethoprim	1	
RESTASIS	3	PA
RESTASIS MULTIDOSE OPHTHALMIC EMULSION 0.05 %	3	PA
tobramycin-dexamethasone	1	
XIIDRA	3	PA
Otic Agents - Drugs for Ear Conditions		
CIPRODEX	3	
neomycin-polymyxin-hc otic suspension	1	
ofloxacin otic	1	
Respiratory Tract / Pulmonary Agents - Drugs for Allergies, Cough, Cold		
ASTEPRO	4	QL
azelastine hcl nasal solution 0.1 %, 137 mcg/spray	1	QL
benzonatate oral capsule 100 mg, 200 mg	1	
benzonatate oral capsule 150 mg	2	
desloratadine oral tablet	2	
DYMISTA	3	QL
fluticasone propionate nasal	1	
hydrocodone polst-cpm polst er	2	PA; QL
ipratropium bromide nasal	1	
levocetirizine dihydrochloride oral tablet	1	

For more information regarding the tiers and designations in this drug list, please see the *Reading your formulary* section of this booklet.

Drug Name	Drug Tier	Notes
mometasone furoate nasal	1	QL
OMNARIS	4	QL
promethazine hcl oral tablet	1	
promethazine-codeine	1	PA; QL
promethazine-dm	1	
pseudoephedrine-bromphen-dm	2	
QNASL	4	QL
QNASL CHILDRENS	4	QL
XOLAIR SUBCUTANEOUS SOLUTION RECONSTITUTED	5	PA; SP
ZETONNA	4	QL
Respiratory Tract / Pulmonary Agents - Drugs for Asthma and Other Lung Conditions		
ADVAIR DISKUS	3	QL
ADVAIR HFA	3	QL
ALBUTEROL SULFATE HFA	4	ST; QL
albuterol sulfate inhalation	1	QL
ANORO ELLIPTA	3	QL
ARNUITY ELLIPTA	3	QL
ATROVENT HFA	4	QL
BREO ELLIPTA	3	QL
budesonide inhalation	2	QL
COMBIVENT RESPIMAT	3	QL
epinephrine injection solution 0.3 mg/0.3ml	1	
epinephrine injection solution auto-injector	1	
EPIPEN 2-PAK	4	ST
EPIPEN JR 2-PAK	4	ST
FLOVENT DISKUS	3	QL
FLOVENT HFA	3	QL

Drug Name	Drug Tier	Notes
INCRUSE ELLIPTA	3	QL
ipratropium-albuterol	1	QL
LONHALA MAGNAIR REFILL KIT	4	QL
LONHALA MAGNAIR STARTER KIT	4	QL
montelukast sodium oral tablet	1	
montelukast sodium oral tablet chewable	1	
PROAIR HFA	3	QL
PROAIR RESPICLICK	3	QL
PROVENTIL HFA	4	ST; QL
PULMICORT FLEXHALER	3	QL
QVAR REDIHALER	3	QL
SEREVENT DISKUS	3	QL
SPIRIVA HANDIHALER	3	QL
SPIRIVA RESPIMAT	3	QL
STIOLTO RESPIMAT	3	QL
SYMBICORT	3	QL
SYMJEPI	4	
TRELEGY ELLIPTA	3	QL
VENTOLIN HFA	3	QL
Respiratory Tract / Pulmonary Agents - Drugs for Cystic Fibrosis		
BETHKIS	5	SP
TOBI PODHALER	5	SP; QL
Respiratory Tract / Pulmonary Agents - Drugs for Pulmonary Hypertension		
ADEMPAS	5	PA; SP; QL
OPSUMIT	5	PA; SP; QL
ORENITRAM	5	PA; SP
sildenafil citrate oral tablet 20 mg	5	PA; SP; QL
TRACLEER	5	PA; SP; QL

For more information regarding the tiers and designations in this drug list, please see the *Reading your formulary* section of this booklet.

Drug Name	Drug Tier	Notes
Skeletal Muscle Relaxants - Drugs for Muscle Pain and Spasm		
baclofen oral	1	
carisoprodol oral tablet 250 mg	2	
carisoprodol oral tablet 350 mg	1	
cyclobenzaprine hcl oral tablet 5 mg	1	
cyclobenzaprine hcl oral tablet 7.5 mg	2	
cyclobenzaprine hcl tablet 10 mg oral	1	
metaxalone	2	
methocarbamol oral	1	
tizanidine hcl oral capsule	2	
tizanidine hcl oral tablet	1	
Sleep Disorder Agents		
eszopiclone	1	QL
modafinil	2	PA; QL
SILENOR	4	QL
temazepam	1	QL
XYREM	5	PA; SP; QL
zolpidem tartrate er	1	QL
zolpidem tartrate oral	1	QL

For more information regarding the tiers and designations in this drug list, please see the *Reading your formulary* section of this booklet.

Index of Drugs

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ATTENZIONE: in caso la lingua parlata sia l'**italiano (Italian)**, sono disponibili servizi di assistenza linguistica gratuiti. Per favore chiamate il numero di telefono verde indicato sulla vostra tessera identificativa.

ACHTUNG: Falls Sie **Deutsch (German)** sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Bitte rufen Sie die gebührenfreie Rufnummer auf der Rückseite Ihres Mitgliedsausweises an.

注意事項：日本語**(Japanese)**を話される場合、無料の言語支援サービスをご利用いただけます。健康保険証に記載されているフリーダイヤルにお電話ください。

توجه: اگر زبان شما **فارسی (Farsi)** است، خدمات امداد زبانی به طور رایگان در اختیار شما می باشد. لطفا با شماره تلفن رایگانی که روی کارت شناسایی شما قید شده تماس بگیرید.

ध्यान दें: यदि आप **हिंदी (Hindi)** बोलते है, आपको भाषा सहायता सेबाएं, नि:शुल्क उपलब्ध हैं। कृपया अपने पहचान पत्र पर सूचीबद्ध टोल-फ्री फोन नंबर पर कॉल करें।

CEEB TOOM: Yog koj hais Lus **Hmoob (Hmong)**, muaj kev pab txhais lus pub dawb rau koj. Thov hu rau tus xov tooj hu deb dawb uas teev muaj nyob rau ntawm koj daim yuaj cim qhia tus kheej.

ចំណាប់អារម្មណ៍: បើសិនអ្នកនិយាយ**ភាសាខ្មែរ(Khmer)**សេវាជំនួយភាសាដោយឥតគិតថ្លៃ គឺមានសំរាប់អ្នក។ សូមទូរស័ព្ទទៅលេខឥតគិតថ្លៃ ដែលមាននៅលើអត្តសញ្ញាណប័ណ្ណរបស់អ្នក។

PAKDAAR: Nu saritaem ti **Ilocano (Ilocano)**, ti serbisyo para ti baddang ti lengguahe nga awanan bayadna, ket sidadaan para kenyam. Maidawat nga awagan iti toll-free a numero ti telepono nga nakalista ayan iti identification card mo.

DÍÍ BAA'ÁKONÍNÍZIN: **Diné (Navajo)** bizaad bee yáníłti'go, saad bee áka›anída›awo›ígíí, t'áá jíík'eh, bee ná'ahóót'i'. T'áá shǫǫdí ninaaltsoos nitł'izí bee nééhozinígíí bine'dęę› t'áá jíík'ehgo béésh bee hane'í biká'ígíí bee hodíilnih.

OGOW: Haddii aad ku hadasho **Soomaali (Somali)**, adeegyada taageerada luqadda, oo bilaash ah, ayaad heli kartaa. Fadlan wac lambarka telefonka khadka bilaashka ee ku yaalla kaarkaaga aqoonsiga.

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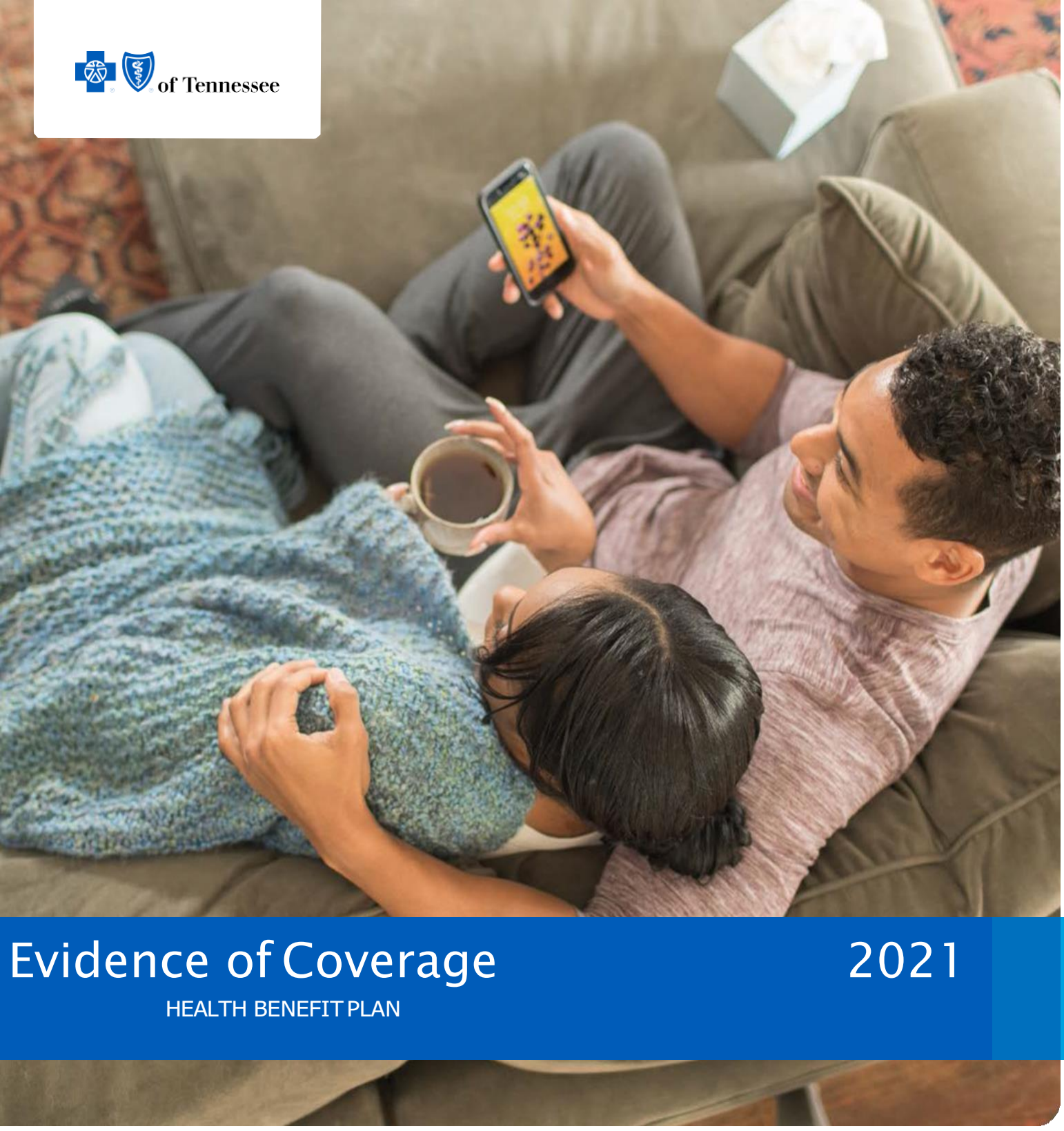
OptumRx specializes in the delivery, clinical management and affordability of prescription medications and consumer health products. We are an Optum® company — a leading provider of integrated health services. Learn more at **optum.com/optumrx**.



of Tennessee

Evidence of Coverage 2021

HEALTH BENEFIT PLAN

CITY OF KNOXVILLE
$500 and $1,000 Deductible
Network P and Network S

BlueCross BlueShield of Tennessee
1 Cameron Hill Circle | Chattanooga, TN 37402
bcbst.com

COMM-662 (3/14)
Health EOC - Group

Nondiscrimination Notice

BlueCross BlueShield of Tennessee (BlueCross) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. BlueCross does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

BlueCross:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as: (1) qualified interpreters and (2) written information in other formats, such as large print, audio and accessible electronic formats.
- Provides free language services to people whose primary language is not English, such as: (1) qualified interpreters and (2) written information in other languages.

If you need these services, contact a consumer advisor at the number on the back of your Member ID card or call 1-800-565-9140 (TTY: 1-800-848-0298 or 711).

If you believe that BlueCross 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 ("Nondiscrimination Grievance"). For help with preparing and submitting your Nondiscrimination Grievance, contact a consumer advisor at the number on the back of your Member ID card or call 1-800-565-9140 (TTY: 1-800-848-0298 or 711). They can provide you with the appropriate form to use in submitting a Nondiscrimination Grievance. You can file a Nondiscrimination Grievance in person or by mail, fax or email. Address your Nondiscrimination Grievance to: Nondiscrimination Compliance Coordinator; c/o Manager, Operations, Member Benefits Administration; 1 Cameron Hill Circle, Suite 0019, Chattanooga, TN 37402-0019; (423) 591-9208 (fax); Nondiscrimination_OfficeGM@bcbst.com (email).

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, DC 20201, 1–800–368–1019, 800–537–7697 (TDD). Complaint forms are available at *http://www.hhs.gov/ocr/office/file/index.html.*

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-565-9140 (TTY: 1-800-848-0298).

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-565-9140 (رقم هاتف الصم والبكم: 1-800-848-0298

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-565-9140 (TTY:1-800-848-0298)。

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn.
Gọi số 1-800-565-9140 (TTY:1-800-848-0298).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-565-9140 (TTY: 1-800-848-0298) 번으로 전화해 주십시오.

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-565-9140 (ATS : 1-800-848-0298).

ໂປດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ແມ ນມ ໄ ຍມໃຫ ທ ານ. ໂທຣ 1-800-565-9140 (TTY: 1-800-848-0298).

ማስታወሻ: የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በነጻ ሊያግዝዎት ተዘጋጀተዋል፡ ወደ ሚከተለው ቁጥር ይደውሉ 1-800-565-9140 (መስማት ለተሳናቸው: 1-800-848-0298).

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-565-9140 (TTY: 1-800-848-0298).

સૂચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો 1-800-565-9140 (TTY:1-800-848-0298)

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-565-9140 (TTY:1-800-848-0298) まで、お電話にてご連絡ください。

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-565-9140 (TTY:1-800-848-0298).

ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-800-565-9140 (TTY:1-800-848-0298) पर कॉल करें।

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-565-9140 (телетайп: 1-800-848-0298).

توجه- اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-800-565-9140 (TTY:1-800-848-0298) تماس بگیرید .

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-800-565-9140 (TTY: 1-800-848-0298).

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-565-9140 (TTY: 1-800-848-0298).

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-800-565-9140 (TTY: 1-800-848-0298).

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-565-9140 (TTY: 1-800-848-0298).

Díí baa akó nínízin: Díí saad bee yáníłti'go Diné Bizaad, saad bee áká'ánída'áwo'dęę', t'áá jiik'eh, éí ná hóló, kojį' hódíílnih 1-800-565-9140 (TTY: 1-800-848-0298).

NOTICE

PLEASE READ THIS EVIDENCE OF COVERAGE CAREFULLY AND KEEP IT IN A SAFE PLACE FOR FUTURE REFERENCE. IT EXPLAINS YOUR BENEFITS AS ADMINISTERED BY BLUECROSS BLUESHIELD OF TENNESSEE, INC. IF YOU HAVE ANY QUESTIONS ABOUT THIS EVIDENCE OF COVERAGE OR ANY OTHER MATTER RELATED TO YOUR MEMBERSHIP IN THE PLAN, PLEASE WRITE OR CALL US AT:

CUSTOMER SERVICE DEPARTMENT
BLUECROSS BLUESHIELD OF TENNESSEE, INC.,
ADMINISTRATOR
1 CAMERON HILL CIRCLE
CHATTANOOGA, TENNESSEE 37402-2555
(800) 565-9140

TABLE OF CONTENTS

INTRODUCTION

This Evidence of Health Coverage (this "EOC") was created for the Employer (listed on the cover of this EOC) as part of its employee welfare benefit plan (the "Plan"). References in this EOC to "administrator," "We," "Us," "Our," or "BlueCross" mean BlueCross BlueShield of Tennessee, Inc. The Employer has entered into an Administrative Services Agreement (ASA) with BlueCross for it to administer the claims Payments under the terms of the EOC, and to provide other services. BlueCross does not assume any financial risk or obligation with respect to Plan claims. BlueCross is not the Plan Sponsor, the Plan Administrator or the Plan Fiduciary, as those terms are defined in ERISA. The Employer is the Plan Fiduciary, the Plan Sponsor and the Plan Administrator. These ERISA terms are used in this EOC to clarify their meaning, even though the Plan is not subject to ERISA. Other federal laws may also affect Your Coverage. To the extent applicable, the Plan complies with federal requirements.

This EOC describes the terms and conditions of Your Coverage through the Plan. It replaces and supersedes any EOC or other description of benefits You have previously received from the Plan.

PLEASE READ THIS EOC CAREFULLY. IT DESCRIBES THE RIGHTS AND DUTIES OF MEMBERS. IT IS IMPORTANT TO READ THE ENTIRE EOC. CERTAIN SERVICES ARE NOT COVERED BY THE PLAN. OTHER COVERED SERVICES ARE LIMITED. THE PLAN WILL NOT PAY FOR ANY SERVICE NOT SPECIFICALLY LISTED AS A COVERED SERVICE, EVEN IF A HEALTH CARE PROVIDER RECOMMENDS OR ORDERS THAT NON-COVERED SERVICE. (SEE ATTACHMENTS A-D.)

The Employer has delegated discretionary authority to make any benefit determinations to BlueCross, its administrator, who has the authority to construe the terms of Your Coverage. BlueCross shall be deemed to have properly exercised that authority unless it abuses its discretion when making such determinations, whether or not the Employer's benefit plan is subject to ERISA. The Employer retains the authority to determine whether You or Your dependents are eligible for Coverage.

ANY GRIEVANCE RELATED TO YOUR COVERAGE UNDER THIS EOC SHALL BE RESOLVED IN ACCORDANCE WITH THE "GRIEVANCE PROCEDURE" SECTION OF THIS EOC.

In order to make it easier to read and understand this EOC, defined words are capitalized. Those words are defined in the "DEFINITIONS" section of this EOC.

Please contact one of the administrator's consumer advisors, at the number listed on the Subscriber's membership ID card, if You have any questions when reading this EOC. The consumer advisors are also available to discuss any other matters related to Your Coverage from the Plan.

BENEFIT ADMINISTRATION ERROR

If the administrator makes an error in administering the benefits under this EOC, the Plan may provide additional benefits or recover any overpayments from any person, insurance company, or plan. No such error may be used to demand more benefits than those otherwise due under this EOC.

INDEPENDENT LICENSEE OF THE BLUECROSS BLUESHIELD ASSOCIATION

BlueCross is an independent corporation operating under a license from the BlueCross BlueShield Association (the "Association.") That license permits BlueCross to use the Association's service marks within its assigned geographical location. BlueCross is not a joint venturer, agent or representative of the Association nor any other independent licensee of the Association.

RELATIONSHIP WITH NETWORK PROVIDERS

A. Independent Contractors

Network Providers are independent contractors and not employees, agents or representatives of the administrator. Network Providers contract with the administrator, which has agreed to pay them for rendering Covered Services to You. Network Providers are solely responsible for making all medical treatment decisions in consultation with their Member-patients. The Employer and the administrator do not make medical treatment decisions under any circumstances.

While the administrator has the authority to make benefit and eligibility determinations and interpret the terms of Your Coverage, the Employer, as the Plan Administrator as that term is defined in ERISA, has the discretionary authority to make the final determination regarding the terms of Your Coverage ("Coverage Decisions.") Both the administrator and the Employer make Coverage Decisions based on the terms of this EOC, the ASA, the administrator's internal guidelines, policies, procedures, and applicable State or Federal laws. The Employer retains the authority to determine whether You or Your dependents are eligible for Coverage.

You may request reconsideration of that a Coverage Decision as explained in the Grievance Procedure section of this EOC. The participation agreement requires Network Providers to fully and fairly explain the administrator's Coverage Decisions to You, upon request, if You decide to request that the administrator reconsider a Coverage Decision.

B. Termination of Providers' Participation

The administrator or a Network Provider may end their relationship with each other at any time. A Network Provider may also limit the number of Members that he, she or it will accept as patients during the term of this Agreement. The administrator does not promise that any specific Network Provider will be available to render services while You are Covered.

C. Provider Directory

A Directory of Network Providers is available at no additional charge to You. You may also check to see if a Provider is in Your Plan's Network by going online to www.bcbst.com.

NOTIFICATION OF CHANGE IN STATUS

Changes in Your status can affect the service under the Plan. To make sure the Plan works correctly, please notify the Employer when You change:

- name;
- address;
- telephone number;
- employment
- status of any other health coverage You have.

Subscribers must notify the administrator of any eligibility or status changes for themselves or Covered Dependents, including:

- the marriage or death of a family member;
- divorce;
- adoption;
- birth of additional dependents; or
- termination of employment.

ELIGIBILITY

Any Employee of the Employer and his or her family dependents who meet the eligibility requirements of this Section will be eligible for Coverage if properly enrolled for Coverage, and upon payment of the required Payment for such Coverage. If there is any question about whether a person is eligible for Coverage, the Plan shall make final eligibility determinations in accordance with the requirements of this EOC.

A. Subscriber

To be eligible to enroll as a Subscriber, an Employee must:

1. Be a regular full-time or regular part-time employee working thirty (30) hours or more per week, or the mayor, or the City judge, or elected members of City Council as defined in Rule 6.01 of the City's Administrative Rules and Regulation ,or retirees who meet the City of Knoxville's requirements of Rule 8.10 of the City's Administrative Rules and Regulations;
2. Satisfy all eligibility requirements of the Plan; and
3. Enroll for Coverage from the Plan by submitting a completed and signed Enrollment Form to the Plan. Employees can submit an Enrollment Form in any format agreed to by the Plan and Us (i.e., electronically, faxed, paper, etc.)

B. Covered Dependents

To be eligible to enroll as a Covered Dependent, a Member must be listed on the Enrollment Form completed by the Subscriber, meet all dependent eligibility criteria established by the Employer, and be:

1. The Employee's current legal spouse defined by the Employer, which may include a Domestic Partner; or
2. A dependent child up to age 26, who is the Employee's, or Employee's spouse's or qualified domestic partner's natural child, legally adopted child (including children placed for adoption), step-child, or child for whom the Employee or Employee's spouse is the legal guardian or legal custodian, or a child of the Employee, Employee's spouse or qualified domestic partner for whom a Qualified Medical Child Support Order has been issued; or
3. An Incapacitated Child of the Employee, Employee's spouse or qualified domestic partner.

The Plan's determination of eligibility under the terms of this provision shall be conclusive.

The Plan reserves the right to require proof of eligibility including a copy of a marriage license, affidavit of domestic partnership, certified copy of any Qualified Medical Child Support Order, birth certificate and/or proof of court granted legal guardianship, legal custody and/or legal separation.

C. Waiting Period

The Plan has a Waiting Period. Each Employee must wait until the first of the month following 60 days of employment.

D. Coverage For Retirees

A Subscriber who qualifies as a Retiree may still be an eligible Employee under this EOC after leaving full time employment. A Retiree is a Subscriber who:

- Retires from full time employment with Employer; and
- Meets the retiree eligibility based on Employer's Administrative Rule 8.10.

Retirees may be required to pay a portion of the Payment to the Employer. Dependents of Retirees may not continue Coverage after the Retiree ceases to be eligible, except under COBRA. Check with the Employer for full details.

E. Rehire Provision

In the event of a layoff, if a Subscriber's Coverage is reinstated within 24 months of the last date of employment, the Subscriber will be considered as having continuous Coverage under this EOC. However, expenses incurred while Coverage was not in effect, will not be considered eligible expenses.

An Employee returning from a military leave of absence of up to 24 months is eligible for benefits without a Waiting Period immediately upon return from the military.

ENROLLMENT

Eligible Employees may enroll for Coverage for themselves and their eligible dependents as set forth in this section. No person is eligible to re-enroll if the Plan previously terminated his or her Coverage for cause.

A. Initial Enrollment Period

Eligible Employees may enroll for Coverage for themselves and their eligible dependents during their eligibility Waiting Period. The Subscriber must: (1) include all requested information; (2) sign; and (3) submit an Enrollment Form to the administrator during that initial enrollment period.

B. Annual Enrollment Period

Eligible Employees shall be entitled to apply for Coverage for themselves and eligible dependents during their Employer's Annual Enrollment Period. The eligible Employee must: (1) include all requested information; (2) sign; and (3) submit an Enrollment Form to the administrator during that Annual Enrollment Period. Employees who become eligible for Coverage other than during an Annual Enrollment Period may apply for Coverage for themselves and eligible dependents within 60 days of becoming eligible for Coverage, or during a subsequent Annual Enrollment Period.

C. Adding Dependents

A Subscriber may add a dependent who became eligible after the Subscriber enrolled as follows:

1. Any new dependent, (e.g., if the Subscriber marries) may be added as a Covered Dependent if the Subscriber completes and submits a signed Enrollment Form to the administrator within 60 days of the date that person first becomes eligible for Coverage.
2. An eligible dependent who did not apply for Coverage within 60 days of first becoming eligible for Coverage under this Plan may enroll if:
   a. He or she had other coverage at the time Coverage under this Plan was previously offered; and
   b. He or she stated, in writing, at the time Coverage under this Plan was previously offered, that such other coverage was the reason for declining Coverage under this Plan; and
   c. such other coverage is:
      (1) COBRA and the COBRA coverage is exhausted; or
      (2) Non-COBRA and
         (a) You lose eligibility under the other coverage (other than for a failure to pay premiums); or
         (b) Employer contributions for the other coverage ended; and
   d. He or she applies for Coverage under this Plan and the administrator receives the change form within 60 days after the loss of the other coverage.

D. Late Enrollment

Employees or their dependents who do not enroll when becoming eligible for Coverage under (A), (B) or (C), above may enroll:

1. During a subsequent Annual Enrollment Period; or
2. If the Employee acquires a new dependent, and he or she applies for Coverage within 60 days.

E. Enrollment upon Change in Status

If You have a change in status, You may be eligible to change Your Coverage other than during the Annual Enrollment Period. Subscribers must, within the time-frame set forth below, submit a change form to the Group representative to notify the Plan of any changes in status for themselves or for a Covered Dependent. Any change in Your elections must be consistent with the change in status.

You must request the change within 60 days of the change in status for the following events: (1) marriage or divorce; (2) death of the Employee's spouse or dependent; (3) change in dependency status; (4) Medicare eligibility; (5) coverage by another Payor; (6) birth or adoption of a child of the Employee; (7) termination of employment, or commencement of employment, of the Employee's spouse or dependent; (8) switching from part-time to full-time, or from full-time to part-time status by the Employee or the Employee's spouse or dependent; (9) taking an unpaid leave of absence by the Employee or the Employee's spouse or dependent, or returning from unpaid leave of absence; (10) significant change in the health coverage of the Employee or the Employee's spouse or dependent attributable to the spouse's or dependent's employment; (11) loss of eligibility for Medicaid or CHIP coverage; or (12) becoming eligible to receive a subsidy for Medicaid or CHIP coverage.

EFFECTIVE DATE OF COVERAGE

If You are eligible, have enrolled and have paid or had the Payment for Coverage paid on Your behalf, Coverage under this EOC shall become effective on the earliest of the following dates set out below:

A. Effective Date of ASA

Coverage shall be effective on the effective date of the ASA, if all eligibility requirements are met as of that date; or

B. Enrollment During an Annual Enrollment Period

Coverage shall be effective on the first day of the Plan Year following the Annual Enrollment Period, unless otherwise agreed to by Employer; or

C. Enrollment During an Initial Enrollment Period

Coverage shall be effective on the first day of the month following completion of the Waiting Period, following the administrator's receipt of the Employee's Enrollment Form; or

D. Newly Eligible Employees

Coverage shall be effective on the date of eligibility as specified in the ASA or the date of a Change in Status if Employee requests the change as set forth in the "Enrollment" section; or

E. Enrollment of Newly Eligible Dependents

(1) Dependents acquired as the result of Employee's marriage – Coverage will be on the day of the marriage, unless otherwise agreed to by Employer and the administrator;

(2) Newborn children of the Employee or Employee's spouse- Coverage will be effective as of the date of birth;

(3) Dependents adopted or placed for adoption with Employee – Coverage will be effective as of the date of adoption or placement for adoption, whichever is first.

For Coverage to be effective, the dependent must be enrolled, and the administrator must receive any required payment for the Coverage, as set out in the "Enrollment" section.

TERMINATION OF COVERAGE

A. Termination or Modification of Coverage by BlueCross or the Employer

BlueCross or the Employer may modify or terminate the ASA. Notice to the Employer of the termination or modification of the ASA is deemed to be notice to all Members Covered under the Plan. The Employer is responsible for notifying You of such a termination or modification of Your Coverage.

All Members' Coverage through the ASA will change or terminate at 12:00 midnight on the date of such modification or termination. The Employer's failure to notify You of the modification or termination of Your Coverage does not continue or extend Your Coverage beyond the date that the ASA is modified or terminated. You have no vested right to Coverage under this EOC following the date of the termination of the ASA.

B. Termination of Coverage Due to Loss of Eligibility

Your Coverage will terminate if You do not continue to meet the eligibility requirements agreed to by the Employer and the administrator during the term of the ASA. Coverage for a Member who has lost his or her eligibility shall automatically terminate at 12:00 midnight on the last day of the month during which that loss of eligibility occurred.

C. Termination or Rescission of Coverage

The Plan may terminate Your Coverage if:

1. You fail to make a required Member payment when it is due. (The fact that You have made a Payment contribution to the Employer will not prevent the administrator from terminating Your Coverage if the Employer fails to submit the full Payment for Your Coverage to the administrator when due); or
2. You fail to cooperate with the Plan or Employer as required; or
3. You have made a misrepresentation of fact or committed fraud against the Plan. This provision includes, but is not limited to, furnishing incorrect or misleading information or permitting the improper use of the membership ID card.

At its discretion, the Plan may terminate or Rescind Coverage if You have made an intentional misrepresentation of material fact or committed fraud in connection with Coverage. If applicable, the Plan will return all Premiums paid after the termination date less claims paid after that date. If claims paid after the termination date are more than Premiums paid after that date, the Plan has the right to collect that amount from You or Your terminated dependents to the extent allowed by law. You will be notified thirty (30) days in advance of any Rescission.

D. Right to Request a Hearing

You may appeal the termination of Your Coverage or Rescission of Your Coverage, as explained in the Grievance Procedure section of this EOC. The fact that You have appealed shall not postpone or prevent the Plan from terminating Your Coverage. If Your Coverage is reinstated as part of the Grievance Procedure, You may submit any claims for services rendered after Your Coverage was terminated to the Plan for consideration in accordance with the Claims Procedure section of this EOC.

E. Payment For Services Rendered After Termination of Coverage

If You receive Covered Services after the termination of Your Coverage, the Plan may recover the amount paid for such Services from You, plus any costs of recovering such Charges, including its attorneys' fees.

SUBROGATION AND RIGHT OF REIMBURSEMENT

A. Subrogation Rights

The Plan shall be subrogated to and/or have the right to recover amounts paid to provide Covered Services to You for illnesses or injuries caused, insured or reimbursed by any parties, including the right to recover the reasonable value of services rendered by Network Providers.

The Plan has the right to recover any and all amounts equal to the Plan's payments from:

- the insurance of the injured party;
- the person, company (or combination thereof) that caused the illness or injury, or their insurance company; or
- any other source, including uninsured or underinsured motorist coverage, medical payment coverage, or similar medical reimbursement policies.

This right of recovery under this provision will apply whether recovery was obtained by suit, settlement, mediation, arbitration, or otherwise. The Plan's recovery will not be affected by any reductions due to Your negligence, nor by attorney fees and costs You incur.

B. Priority Right of Reimbursement

Separate and apart from the Plan's right of subrogation, the Plan shall have first lien and right to reimbursement. The Plan's first lien supersedes any right that You or Your estate may have to be "made whole". In other words, the Plan is entitled to the right of first reimbursement out of any recovery You or Your estate might procure regardless of whether You or Your estate have received compensation for any of Your damages or expenses, including Your or Your estate's attorneys' fees or costs. This priority right of reimbursement supersedes Your or Your estate's right to be made whole from any recovery, whether full or partial. In addition, You agree on behalf of Yourself and Your estate to do nothing to prejudice or oppose the Plan's right to subrogation and reimbursement and You acknowledge that the Plan precludes operation of the "made-whole", "attorney-fund", and "common-fund" doctrines. You agree to reimburse the Plan 100% first for any and all benefits provided through the Plan, and for any costs of recovering such amounts from those third parties from any and all amounts recovered through:

- Any settlement, mediation, arbitration, judgment, suit, or otherwise, or settlement from Your own insurance and/or from the third party (or their insurance or their estate);
- Any auto or recreational vehicle insurance coverage or benefits including, but not limited to, uninsured or underinsured motorist coverage;
- Business and homeowner medical liability insurance coverage or payments.

The Plan may notify those parties of its lien and right to reimbursement without notice to or consent from those Members.

This priority right of reimbursement applies regardless of whether such payments are designated as payment for (but not limited to) pain and suffering, medical benefits, and/or other specified damages. It also applies regardless of whether the Member is a minor.

This priority right of reimbursement will not be reduced by attorney fees and costs You or Your estate incur.

Notice and Cooperation

Members are required to notify the administrator if they are involved in an incident that gives rise to such subrogation rights and/or priority right of reimbursement, to enable the administrator to protect the Plan's rights under this section. Members are also required to cooperate with the administrator and to execute any documents that the administrator, acting on behalf of the Employer, deems necessary to protect the Plan's rights under this section.

The Member shall not do anything to hinder, delay, impede or jeopardize the Plan's subrogation rights and/or priority right of reimbursement. Failure to cooperate or to comply with this provision shall entitle the Plan to withhold any and all benefits due the Member under the Plan. This is in addition to any and all other rights that the Plan has pursuant to the provisions of the Plan's subrogation rights and/or priority right of reimbursement.

If the Plan has to file suit, or otherwise litigate to enforce its subrogation rights and/or priority right of reimbursement, You are responsible for paying any and all costs, including attorneys' fees, the Plan incurs in addition to the amounts recovered through the subrogation rights and/or priority right of reimbursement.

Legal Action and Costs

The Plan may enforce its rights of subrogation and reimbursement against, without limitation, any tortfeasors, any responsible parties or against available insurance coverages, including underinsured or uninsured motorist coverages. Such actions may be based in tort, contract or other cause of action to the fullest extent permitted by law.

If You settle any claim or action against party, You shall be deemed to have been made whole by the settlement and the Plan shall be entitled to immediately collect the present value of its subrogation and recovery rights from the settlement fund. You shall hold any such proceeds of settlement or judgment in trust for the benefit of the Plan. The Plan shall also be entitled to recover reasonable attorneys' fees incurred in collecting proceeds held by You in such circumstances.

Additionally, the Plan has the right to sue on Your behalf, against any person or entity considered responsible for any condition resulting in medical expenses, to recover benefits paid or to be paid by the Plan.

Settlement or Other Compromise

You must notify the administrator prior to settlement, resolution, court approval, or anything that may hinder, delay, impede or jeopardize the Plan's rights so that the Plan may be present and protect its subrogation rights and/or priority right of reimbursement.

The Plan's subrogation rights and priority right of reimbursement attach to any funds held, and do not create personal liability against You.

The right of subrogation and the right of reimbursement are based on the Plan language in effect at the time of judgment, payment or settlement.

The Plan, or its representative, may enforce the subrogation and priority right of reimbursement.

You agree that the proceeds subject to the Plan's lien are Plan assets and You and/or the executor or administer of Your estate will hold such assets as a trustee for the Plan's benefit and shall remit to the Plan, or its representative, such assets upon request. If represented by counsel, You agree that You and/or the executor or administrator of Your estate will direct such counsel to hold the proceeds subject to the Plan's lien in trust and to remit such funds to the Plan, or its representative, upon request. Should You and/or the executor or administrator of Your estate violate any portion of this section, the Plan shall have a right to offset future benefits otherwise payable under this plan to the extent of the value of the benefits advanced under this section to the extent not recovered by the Plan.

INTER-PLAN ARRANGEMENTS

1. Out-of-Area Services

Overview

We have a variety of relationships with other Blue Cross and/or Blue Shield Licensees. Generally, these relationships are called "Inter-Plan Arrangements." These Inter-Plan Arrangements work based on rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever You access healthcare services outside the geographic area We serve, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described below.

When You receive care outside of Our service area, You will receive it from one of two kinds of providers. Most providers ("participating providers") contract with the local Blue Cross and/or Blue Shield Plan in that geographic area ("Host Blue"). Some providers ("nonparticipating providers") don't contract with the Host Blue. We explain below how We pay both kinds of providers.

Inter-Plan Arrangements Eligibility – Claim Types

All claim types are eligible to be processed through Inter-Plan Arrangements, as described above, except for all Dental Care Benefits except when paid as medical claims/benefits, and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by Us to provide the specific service or services.

A. BlueCard® Program

Under the BlueCard® Program, when You receive Covered Services within the geographic area served by a Host Blue, We will remain responsible for doing what We agreed to in the contract. However, the Host Blue is responsible for contracting with and generally handling all interactions with its participating providers.

When You receive Covered Services outside Our service area and the claim is processed through the BlueCard Program, the amount You pay for Covered Services is calculated based on the lower of:

- The billed charges for Covered Services; or
- The negotiated price that the Host Blue makes available to Us.

Often, this "negotiated price" will be a simple discount that reflects an actual price that the Host Blue pays to Your healthcare provider. Sometimes, it is an estimated price that takes into account special arrangements with Your healthcare provider or provider group that may include types of settlements, incentive payments and/or other credits or charges. Occasionally, it may be an average price, based on a discount that results in expected average savings for similar types of healthcare providers after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing also take into account adjustments to correct for over- or underestimation of past pricing of claims, as noted above. However, such adjustments will not affect the price We have used for Your claim because they will not be applied after a claim has already been paid.

B. Special Cases: Value-Based Programs

- *BlueCard® Program*

  If You receive Covered Services under a Value-Based Program inside a Host Blue's service area, You will not be responsible for paying any of the Provider Incentives, risk-sharing, and/or Care Coordinator Fees that are a part of such an arrangement, except when a Host Blue passes these fees to Us through average pricing or fee schedule adjustments. Additional information is available upon request.

- *Value-Based Program Definitions*

  Accountable Care Organization (ACO): A group of healthcare providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability in order to manage the total cost of care for their member populations.

  Care Coordination: Organized, information-driven patient care activities intended to facilitate the appropriate responses to a Member's healthcare needs across the continuum of care.

Care Coordinator: An individual within a provider organization who facilitates Care Coordination for patients.

Care Coordination Fee: A fixed amount paid by a Blue Cross and/or Blue Shield Licensee to providers periodically for Care Coordination under a Value-Based Program.

Global Payment/Total Cost of Care: A payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services and prescription drugs.

Negotiated Arrangement, a.k.a., Negotiated National Account Arrangement: An agreement negotiated between a Control/Home Licensee and one or more Par/Host Licensees for any National Account that is not delivered through the BlueCard Program.

Patient-Centered Medical Home (PCMH): A model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.

Provider Incentive: An additional amount of compensation paid to a healthcare provider by a Blue Cross and/or Blue Shield Plan, based on the provider's compliance with agreed-upon procedural and/or outcome measures for a particular group of covered persons.

Shared Savings: A payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.

Value-Based Program (VBP): An outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.

C. Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees

Federal or state laws or regulations may require a surcharge, tax or other fee that applies to self-funded accounts. If applicable, BlueCross will include any such surcharge, tax or other fee as part of the claim charge passed on to You.

D. Nonparticipating Providers Outside Our Service Area

1. Member Liability Calculation

When Covered Services are provided outside of Our service area by nonparticipating providers, the amount You pay for such services will normally be based on either the Host Blue's nonparticipating provider local payment or the pricing arrangements required by applicable law. In these situations, You may be responsible for the difference between the amount that the nonparticipating provider bills and the payment We will make for the Covered Services as set forth in this paragraph. Federal or state law, as applicable, will govern payments for out-of-network emergency services.

2. Exceptions

In certain situations, We may use other payment methods, such as billed charges for Covered Services, the payment We would make if the healthcare services had been obtained within Our service area, or a special negotiated payment to determine the amount We will pay for services provided by nonparticipating providers. In these situations, You may be liable for the difference between the amount that the nonparticipating provider bills and the payment We will make for the Covered Services as set forth in this paragraph.

E. Blue Cross Blue Shield Global® Core

If You are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter "BlueCard service area"), You may be able to take advantage of Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance,

although Blue Cross Blue Shield Global Core assists You with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when You receive care from providers outside the BlueCard service area, You will typically have to pay the providers and submit the claims Yourself to obtain reimbursement for these services.

If You need medical assistance services (including locating a doctor or hospital) outside the BlueCard service area, You should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, can arrange a physician appointment or hospitalization, if necessary.

- **Inpatient Services**

  In most cases, if You contact the service center for assistance, hospitals will not require You to pay for covered inpatient services, except for Your cost-share amounts. In such cases, the hospital will submit Your claims to the service center to begin claims processing. However, if You paid in full at the time of service, You must submit a claim to receive reimbursement for Covered Services. **You must contact Us to obtain precertification for non-emergency inpatient services.**

- **Outpatient Services**

  Physicians, Urgent Care Centers and other outpatient providers located outside the BlueCard service area will typically require You to pay in full at the time of service. You must submit a claim to obtain reimbursement for Covered Services.

- **Submitting a Blue Cross Blue Shield Global Core Claim**

  When You pay for Covered Services outside the BlueCard service area, You must submit a claim to obtain reimbursement. For institutional and professional claims, You should complete a Blue Cross Blue Shield Global Core claim form and send the claim form with the provider's itemized bill(s) to the service center (the address is on the form) to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of Your claim. The claim form is available from Us, the service center or online at www.bcbsglobalcore.com. If You need assistance with Your claim submission, You should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

CLAIMS AND PAYMENT

When You receive Covered Services, either You or the Provider must submit a claim form to Us. We will review the claim, and let You, or the Provider, know if We need more information before We pay or deny the claim. We follow Our internal administration procedures when We adjudicate claims.

A. Claims.

Due to federal regulations, there are several terms to describe a claim: pre-service claim; post-service claim; and a claim for Urgent Care.

1. A pre-service claim is any claim that requires approval of a Covered Service in advance of obtaining medical care as a condition of receipt of a Covered Service, in whole or in part.

2. A post-service claim is a claim for a Covered Service that is not a pre-service claim – the medical care has already been provided to You. Only post-service claims can be billed to the Plan, or You.

3. Urgent Care is medical care or treatment that, if delayed or denied, could seriously jeopardize: (1) the life or health of the Member; or (2) the Member's ability to regain maximum function. Urgent Care is also medical care or treatment that, if delayed or denied, in the opinion of a physician with knowledge of the Member's medical condition, would subject the Member to severe pain that cannot be adequately managed without the medical care or treatment. A claim for denied Urgent Care is always a pre-service claim.

B. Claims Billing.

1. You should not be billed or charged for Covered Services rendered by Network Providers, except for required Member payments. The Network Provider will submit the claim directly to Us.

2. You may be charged or billed by an Out-of-Network Provider for Covered Services rendered by that Provider. If You use an Out-of-Network Provider, You are responsible for the difference between Billed Charges and the Maximum Allowable Charge for a Covered Service. You are also responsible for complying with any of the Plan's medical management policies or procedures (including obtaining Prior Authorization of such Services, when necessary).

   a. If You are charged or receive a bill, You must submit a claim to Us.

   b. To be reimbursed, You must submit the claim within 1 year from the date a Covered Service was received. If You do not submit a claim within the 1 year time period, it will not be paid. If it is not reasonably possible to submit the claim within the 1 year time period, the claim will not be invalidated or reduced.

3. Not all Covered Services are available from Network Providers. There may be some Provider types that We do not contract with. These Providers are called Non-Contracted Providers. Claims for services received from Non-Contracted Providers are handled as described in sections 2. a. and b. above. You are also responsible for complying with any of the Plan's medical management policies or procedures (including, obtaining Prior Authorization of such Services, when necessary).

4. You may request a claim form from Our customer service department. We will send You a claim form within 15 days. You must submit proof of payment acceptable to Us with the claim form. We may also request additional information or documentation if it is reasonably necessary to make a Coverage decision concerning a claim.

5. A Network Provider or an Out-of-Network Provider may refuse to render, or reduce or terminate a service that has been rendered, or require You to pay for what You believe should be a Covered Service. If this occurs:

   a. You may submit a claim to Us to obtain a Coverage decision concerning whether the Plan will Cover that service.

   b. You may request a claim form from Our customer service department. We will send You a claim form within 15 days. We may request additional information or documentation if it is reasonably necessary to make a Coverage decision concerning a claim.

6. Providers may bill or charge for Covered Services differently. Network Providers are reimbursed based on Our agreement with them. Different Network Providers have different reimbursement rates for different

services. Your Out-of-Pocket expenses can be different from Provider to Provider.

C. Payment.

1. If You received Covered Services from a Network Provider, the Plan will pay the Network Provider directly. You authorize assignment of benefits to that Network Provider. If You have paid that Provider for the same claim, You must request repayment from that Provider. Covered Services will be paid at the In-Network Benefit level.

2. Out-of-Network Providers and Non-Contracted Providers may or may not file Your claims for You. A completed claim form for Covered Services must be submitted in a timely manner. After a completed claim form has been submitted, the Plan will pay the Provider directly for Covered Services, unless You submit proof of payment to Us before payment is made to the Provider. You authorize assignment of benefits to the Provider. If the Plan pays the Provider and You have paid that Provider for the same claim, You must request repayment from that Provider. You will be responsible for any unpaid Billed Charges. The Plan's payment fully discharges its obligation related to that claim.

3. If the ASA is terminated, all claims for Covered Services rendered prior to the termination date, must be submitted to the Plan within 1 year from the date the Covered Services were received.

4. Benefits will be paid according to the Plan within 30 days after We receive a claim form that is complete. Claims are processed in accordance with current industry standards, and based on Our information at the time We receive the claim form. Neither the Plan nor We are responsible for over or under payment of claims if Our information is not complete or is inaccurate. We will make reasonable efforts to obtain and verify relevant facts when claim forms are submitted.

5. When a claim is paid or denied, in whole or part, We will produce a Claim Summary. The Claim Summary, sometimes referred to as the Explanation of Benefits (EOB) will describe how much was paid to the Provider, and also let You know if You owe an additional amount to that Provider. The administrator will make the Claim Summary available to You at www.bcbst.com, or You can obtain it at no cost by calling the customer service department at the number listed on Your membership ID card.

6. You are responsible for paying any applicable Copayments, Coinsurance, or Deductible amounts to the Provider. If We pay such amounts to a healthcare provider on Your behalf, We may collect those cost-sharing amounts directly from You.

Payment for Covered Services is more fully described in Attachment C: Schedule of Benefits.

D. Complete Information.

Whenever You need to file a claim for Yourself, We can process it for You more efficiently if You complete a claim form. This will ensure that You provide all the information needed. Most Providers will have claim forms or You can request them from Us by calling Our customer service department at the number listed on the membership ID card.

Mail all claim forms to:

BlueCross Claims Service Center
1 Cameron Hill Circle, Suite 0002
Chattanooga, Tennessee 37402-0002

PRIOR AUTHORIZATION, CARE MANAGEMENT, MEDICAL POLICY AND PATIENT SAFETY

BlueCross BlueShield of Tennessee provides services to help manage Your care including, performing Prior Authorization of certain services to ensure they are Medically Necessary, Concurrent Review of hospitalization, discharge planning, Care Management and specialty programs, such as transplant case management. BlueCross also provides Utilization Policies.

BlueCross does not make medical treatment decisions under any circumstances. You may always elect to receive services that do not comply with BlueCross' Care Management requirements or Utilization Policy, but doing so may affect the Coverage of such services.

A. Prior Authorization

BlueCross must Authorize some Covered Services in advance in order for those Covered Services to be paid at the Maximum Allowable Charge without Penalty. Obtaining Prior Authorization is not a guarantee of Coverage. All provisions of the EOC must be satisfied before Coverage for services will be provided.

Services that require Prior Authorization include, but are not limited to:

- Inpatient Hospital and Inpatient Hospice stays (except initial maternity admission)
- Skilled nursing facility and rehabilitation facility admissions
- Certain Outpatient Surgeries and/or procedures
- Certain air ambulance services
- Certain Specialty Drugs
- Certain Prescription Drugs (if Covered by a prescription drug card)
- Certain Advanced Radiological Imaging services
- Certain Durable Medical Equipment, certain Prosthetics and certain Orthotics
- Certain musculoskeletal procedures (including, but not limited to, spinal Surgeries, spinal injections, and hip, knee and shoulder Surgeries

Notice of changes to the Prior Authorization list will be made via Our web site and the Member newsletter. For the most current list of services that require Prior Authorization, call our consumer advisors or visit our web site at bcbst.com.

If You are receiving services from a Network Provider in Tennessee, and those services require a Prior Authorization the Network Provider is responsible for obtaining Prior Authorization. If the Network Provider fails to obtain Prior Authorization You are not responsible for any Penalty or reduction in benefits, unless You have signed a document agreeing to pay for the service regardless of Coverage.

If You are receiving Inpatient Facility services from a Network Provider outside of Tennessee, and those services require a Prior Authorization, the Network Provider responsible for obtaining Prior Authorization. If the Network Provider fails to obtain Prior Authorization, You are not responsible for any Penalty or reduction in benefits, unless You have signed a document agreeing to pay for the service regardless of Coverage.

If You are receiving any services, other than Inpatient Facility services, from a Network Provider outside of Tennessee, and those services require a Prior Authorization, You are responsible for obtaining Prior Authorization. If You fail to obtain Prior Authorization, Your benefits may be reduced.

If You are receiving services from an Out-of-Network Provider, and those services require a Prior Authorization, You are responsible for obtaining Prior Authorization. If You fail to obtain Prior Authorization, Your benefits may be reduced.

BlueCross may Authorize some services for a limited period of time. BlueCross must review any request for additional days or services.

B. Care Management

A number of Care Management programs are available to You across the care spectrum, including those with low-risk health conditions and/or complicated medical needs.

Care Management personnel will work with You, Your family, Your doctors and other health care Providers to coordinate care, provide education and support and to identify the most appropriate care setting. Depending on the level of Care Management needed, Our personnel will maintain regular contact with You throughout treatment, coordinate clinical and health plan Coverage matters, and help You and Your family utilize available community resources.

After evaluation of Your condition, BlueCross may, at its discretion, determine that alternative treatment is Medically Necessary and Medically Appropriate.

In that event, We may elect to offer alternative benefits for services not otherwise specified as Covered Services in Attachment A. Such benefits shall not exceed the total amount of benefits under this EOC and will only be offered in accordance with a written case management or alternative treatment plan agreed to by Your attending physician and BlueCross.

Emerging Health Care Programs - Care Management is continually evaluating emerging health care programs. These are processes that demonstrate potential improvement in access, quality, efficiency, and Member satisfaction. When We approve an emerging health care program, approved services provided through that program are Covered, even though they may normally be excluded under this EOC.

Care Management services, emerging health care programs and alternative treatment plans may be offered to eligible Members on a case-by-case basis to address their unique needs. Under no circumstances does a Member acquire a vested interest in continued receipt of a particular level of benefits. Offer or confirmation of Care Management services, emerging health care programs or alternative treatment plans to address a Member's unique needs in one instance shall not obligate the Plan to provide the same or similar benefits for any other Member.

C. Medical Policy

BlueCross medical policies address new and emerging medical technologies. Medical Policy looks at the value of new and current medical science. Its goal is to make sure that Covered Services have proven medical value.

Medical policies are based on an evidence-based research process that seeks to determine the scientific merit of a particular medical technology. Determinations with respect to technologies are made using technology evaluation criteria. "Technologies" means devices, procedures, medications and other emerging medical services.

Medical policies state whether or not a technology is Medically Necessary, Investigational or cosmetic. As technologies change and improve, and as Members' needs change, We may reevaluate and change medical policies without formal notice. Visit www.bcbst.com/mpm to review Our medical policies. Enter "medical policy" in the Search field.

BlueCross' Medical Policies are made a part of this EOC by reference.

Medical policies sometimes define certain terms. If the definition of a term defined in Our medical policy differs from a definition in this EOC, the medical policy definition controls.

D. Patient Safety

If You have a concern with the safety or quality of care You received from a Network Provider, please call Us at the number on the membership ID card. Your concern will be noted and investigated by Our Clinical Risk Management department.

HEALTH AND WELLNESS SERVICES

BlueCross provides You with resources to help improve and manage Your health. To learn more about these resources, visit bcbst.com or call the number on the back of your Member ID card.

Personal Health Assessment – This assessment tool helps You understand certain health risks and what You can do to reduce them with a personalized wellness report.

Decision Support Tools – With these resources, You can get help with handling health issues, formulate questions to ask Your doctor, understand symptoms and explore health topics and wellness tips that matter to You most.

Digital Self-Guided Programs – Our interactive and educational digital self-guided programs help to inform You about common health concerns and how to control them.

Health Trackers – The health trackers program provides You tools and reminders to keep up with Your diet and exercise habits. Progress reminders can be sent through Your preferred communications channel via mail, email, phone or text messaging.

Blue365® – The Blue365 Member discount program provides savings on a range of heal-related products and services. For more information, log in at bcbst.com.

Fitness Your Way™ – Fitness Your Way is a discount fitness program that is intended to help You get and stay fit with a nationwide network of fitness facilities.

PhysicianNow Powered by MDLIVE– This program provides You access to a licensed health care Practitioner via your telephone, tablet or computer. PhysicianNow Practitioners provide consultations for minor conditions such as allergies, bronchitis, skin infections and other dermatology services, sore throat, cold and flu, ear infections and pink eye. Counseling services are available for anxiety, depression, child behavior issues, mood swings and other conditions. Not all conditions are appropriate for a PhysicianNow consultation. Call 1-888-283-6691, for hearing impaired TTY 1-800-770-5531, or login at bcbst.com, for more information regarding services appropriate for PhysicianNow consultations.

PhysicianNow consultations do not replace emergency care or Your primary physician. Restrictions apply in some states where this service is not allowed. When You have coverage under another health care benefit plan, benefits for PhysicianNow consultations under this Plan may apply without reduction. Refer to "Attachment C: Schedule of Benefits" for benefit and cost share information.

CONTINUATION OF COVERAGE

Federal Law

If the ASA remains in effect, but Your Coverage under this EOC would otherwise terminate, the Employer may offer You the right to continue Coverage. This right is referred to as "COBRA Continuation Coverage" and may occur for a limited time subject to the terms of this Section and the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA.)

1. Eligibility

   If You have been Covered by the Plan on the day before a qualifying event, You may be eligible for COBRA Continuation Coverage. The following are qualifying events for such Coverage:

   a. Subscribers. Loss of Coverage because of:

      (1) The termination of employment except for gross misconduct.

      (2) A reduction in the number of hours worked by the Subscriber.

   b. Covered Dependents. Loss of Coverage because of:

      (1) The termination of the Subscriber's Coverage as explained in subsection (a), above.

      (2) The death of the Subscriber.

      (3) Divorce or legal separation from the Subscriber.

      (4) The Subscriber becomes entitled to Medicare.

      (5) A Covered Dependent reaches the Limiting Age.

2. Enrolling for COBRA Continuation Coverage

   The administrator, acting on behalf of the Employer, shall notify You of Your rights to enroll for COBRA Continuation Coverage after:

   a. The Subscriber's termination of employment, reduction in hours worked, death or entitlement to Medicare coverage; or

   b. The Subscriber or Covered Dependent notifies the Employer, in writing, within 60 days after any other qualifying event set out above.

   You have 60 days from the later of the date of the qualifying event or the date that You receive notice of the right to COBRA Continuation Coverage to enroll for such Coverage. The Employer or the administrator will send the forms that should be used to enroll for COBRA Continuation Coverage. If You do not send the Enrollment Form to the Employer within that 60-day period, You will lose Your right to COBRA Continuation Coverage under this Section. If You are qualified for COBRA Continuation Coverage and receive services that would be Covered Services before enrolling and submitting the Payment for such Coverage, You will be required to pay for those services. The Plan will reimburse You for Covered Services, less required Member payments, after You enroll and submit the Payment for Coverage, and submit a claim for those Covered Services as set forth in the Claim Procedure section of this EOC.

3. Payment

   You must submit any Payment required for COBRA Continuation Coverage to the administrator at the address indicated on Your Payment notice. If You do not enroll when first becoming eligible, the Payment due for the period between the date You first become eligible and the date You enroll for COBRA Continuation Coverage must be paid to the Employer (or to the administrator, if so directed by the Employer) within 45 days after the date You enroll for COBRA Continuation Coverage. After enrolling for COBRA Continuation Coverage, all Payments are due and payable on a monthly basis as required by the Employer. If the Payment is not received by the administrator on or before the due date, Coverage will be terminated, for cause, effective as of the last day for which Payment was received as explained in the Termination of Coverage Section. The administrator may use a third party vendor to collect the COBRA Payment.

4. Coverage Provided

   If You enroll for COBRA Continuation Coverage You will continue to be Covered under the Plan and this EOC. The COBRA Continuation Coverage is subject to the conditions, limitations and exclusions of this EOC and the Plan. The Plan and the Employer may agree to change the ASA and/or this EOC. The Employer may also decide to change administrators. If this happens after You enroll for COBRA Continuation Coverage, Your Coverage will be subject to such changes.

5. Duration of Eligibility for COBRA Continuation Coverage

   COBRA Continuation Coverage is available for a maximum of:

   a. 18 months if the loss of Coverage is caused by termination of employment or reduction in hours of employment; or

   b. 29 months of Coverage. If, as a qualified beneficiary who has elected 18 months of COBRA Continuation Coverage, You are determined to be disabled within the first 60 days of COBRA Continuation Coverage, You can extend Your COBRA Continuation Coverage for an additional 11 months, up to 29 months. Also, the 29 months of COBRA Continuation Coverage is available to all non-disabled qualified beneficiaries in connection with the same qualifying event. "Disabled" means disabled as determined under Title II or XVI of the Social Security Act. In addition, the disabled qualified beneficiary or any other non-disabled qualified beneficiary affected by the termination of employment qualifying event must.

      (1) Notify the Employer or the administrator of the disability determination before the close of the initial 18-month Coverage period; and

      (2) Notify the Employer or the administrator within 30 days of the date of a final determination that the qualified beneficiary is no longer disabled; or

   c. 36 months of Coverage if the loss of Coverage is caused by:

      (1) the death of the Subscriber;

      (2) loss of dependent child status under the Plan;

      (3) the Subscriber becomes entitled to Medicare; or

      (4) divorce or legal separation from the Subscriber; or

   d. 36 months for other qualifying events. If a Covered Dependent is eligible for 18 months of COBRA Continuation Coverage as described above, and there is a second qualifying event (e.g., divorce), You may be eligible for 36 months of COBRA Continuation Coverage from the date of the first qualifying event.

6. Termination of COBRA Continuation Coverage

   After You have elected COBRA Continuation Coverage, that Coverage will terminate either at the end of the applicable 18, 29 or 36 month eligibility period or, before the end of that period, upon the date that:

   a. The Payment for such Coverage is not submitted when due; or

   b. You become Covered as either a Subscriber or dependent by another group health care plan; or

   c. The ASA is terminated; or

   d. You become entitled to Medicare Coverage; or

   e. The date that You, otherwise eligible for 29 months of COBRA Continuation Coverage, are determined to no longer be disabled for purposes of the COBRA law.

7. Continued Coverage During a Family and Medical Leave Act (FMLA) Leave of Absence

   Under the Family and Medical Leave Act, Subscribers may be able to take:

   - up to 12 weeks of unpaid leave from employment due to certain family or medical circumstances, or
   - in some instances, up to 26 weeks of unpaid leave if related to certain family members' military service related hardships.

   Contact the Employer to find out if this provision applies. If it does, Members may continue health coverage during the leave, but must continue to pay the conversion options portion of the premium that the Subscriber would pay if he or she were actively working. Coverage will be subject to suspension or cancellation if the Subscriber fails to pay the premium on time. If the Subscriber takes a leave and Coverage is cancelled for any reason during that leave, Members may resume Coverage when the Subscriber returns to work without waiting for an Annual Enrollment Period.

8. Continued Coverage During a Military Leave of Absence

   A Subscriber may continue his or her Coverage and Coverage for his or her Dependents during military leave of absence in accordance with the Uniformed Services Employment and Reemployment Rights Act of

1994. When the Subscriber returns to work from a military leave of absence, the Subscriber will be given credit for the time the Subscriber was Covered under the Plan prior to the leave. Check with the Employer to see if this provision applies. If it does, Members may continue health coverage during the leave, but must continue to pay the conversion options portion of the premium that the Subscriber would pay if he or she were actively working. Coverage will be subject to suspension or cancellation if the Subscriber fails to pay the premium on time.

COORDINATION OF BENEFITS

A. Purpose of Coordination of Benefits

If another Payor provides coverage to You, the Plan may coordinate its benefits with those of that other Payor (the "Primary Plan"). The Plan will follow the "Maintenance of Benefits" alternative set forth in chapter 0780-1-53 of the Tennessee Regulations (the "State COB Regulations") to coordinate benefits when it is the secondary Plan.

When the Plan is secondary (meaning it determines its benefits after another Plan), its benefits plus those of the Primary Plan will be less than 100% of Allowable Expenses unless the Primary Plan, by itself, provides benefits at 100% of Allowable Expenses.

B. Information About Coverage From Other Payors

Information about Your Coverage by other Payors, which is set forth on the enrollment form, is material information. A Subscriber must submit a completed change form if there is any change in the Subscriber's Coverage or a Covered Dependent's Coverage by other Payors during the term of Coverage by the Plan. You must cooperate, upon reasonable request, to permit the Plan to coordinate its Coverage with that provided by other Payors.

C. Group Coordination of Benefits

The Plan shall coordinate benefits as follows:

1. Applicability

   a. This coordination of benefits (COB) provision applies when You have health care coverage under more than one plan.

   b. If this COB provision applies, the order of benefit determination rules are applied. Those rules determine whether the Plan's benefits are determined before or after those of another plan. The Plan's benefits:

      (1) Shall not be reduced when, under the order of benefit determination rules, the Plan determines its benefits before another plan (i.e. is the Primary Plan); but

      (2) May be reduced when, under the order of benefits determination rules, another plan determines its benefits first. This reduction is described in subdivision d below, "Effect on the Benefits of This Plan."

2. Definition of Terms Used in this Section

   a. A "**Plan**" provides benefits or services for medical or dental care or treatment, from:

      (1) Group insurance or group-type coverage, whether insured or uninsured. This includes health maintenance, prepayment, group practice or individual practice coverage. It also includes coverage other than school accident-type coverage.

      (2) Coverage under a governmental plan, or coverage required or provided by law. This does not include a state Medicaid Plan (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act).

   b. Primary Plan and 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 more than 2 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(s).

   c. Allowable Expense means a necessary, reasonable and customary item of expense for health care, when that expense is Covered at least in part by one or more Plans covering the person for whom the claim is made. 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 Covered person does not comply with the Plan provisions, the amount of that reduction will not be considered an Allowable Expense.

d. 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.

3. Order of Benefit Determination Rules

a. General. When there is a basis for a claim under this Plan and another Plan, this Plan is a secondary Plan, which determines its benefits after those of the other Plan, unless:

(1) The other Plan has rules coordinating its benefits with those of this Plan; and

(2) Both those rules and this Plan's rules, set forth below, require that this Plan's benefits be determined before those of the other Plan.

b. Rules. This Plan determines its order of benefits using the first of the following rules that applies:

(1) 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 that covers the person as a dependent;

(2) Dependent child/parents not separated or divorced. Except as stated in paragraph 3(b) 3, when this Plan and another Plan cover the same child as a dependent of different parents:

(a) 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

(b) If both parents have the same birthday, the benefits of the Plan that covered one parent longer are determined before those of the Plans that Covered the other parent for a shorter period of time. However, if the other Plan does not have the rule described previously in 3(b)(2)(a) or (b) 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.

(3) Dependent child/separated or divorced. 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:

(a) First, the Plan of the parent with custody of the child;

(b) Then, the Plan of the spouse of the parent with the custody of the child; and

(c) 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 Plan that is obligated to pay or provide benefits to that child under that decree has actual knowledge of those terms, the benefits of that Plan are determined first.

(4) 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 the child shall follow the order of benefit determination rules outlined in paragraph 3(b)(2).

(5) Active/inactive Employee. The benefits of a Plan that covers a person as an Employee, who is neither laid off nor retired, are determined before those of a Plan that covers that person as a laid off or retired Employee. The same would be true if a person is a dependent of a person Covered as a retiree and an Employee. If the other Plan does not have this rule and if, as a result, the Plans do not agree on the order of benefits, this rule (5) is ignored.

(6) Longer/shorter length of Coverage. If none of the previous rules determines the order of benefits, the benefits of the Plan that Covered an Employee,

Member or Subscriber for the longer period are determined before those of the Plan covering that person for the shorter period.

4. Effect On the Benefits Of This Plan

   a. When This Section Applies. This section 4 applies when, in accordance with the Order of Benefit Determination Rules, this Plan is a secondary Plan as to 1 or more other Plans (the "Other Plans"). In that event, the benefits of this Plan may be reduced under this section.

   b. Reduction in this Plan's benefits.

      (1) The benefits that would be payable for the allowable expenses under this Plan in the absence of this COB provision will be reduced by the benefits payable under the other Plans for the expenses Covered in whole or in part under this Plan. This applies whether or not claim is made under a Plan.

      (2) When a Plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both the expense incurred and the benefit payable.

      (3) 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.

5. Right to Receive and Release Needed Information

   Certain facts are needed to apply these COB rules. The Plan has the right to decide which facts it needs. It may get needed facts from or give information to any other organization or person. The Plan need not tell, or get the consent of, any person to do this. Each person claiming benefits under this plan must give the Plan any facts it needs to pay the claim.

6. Facility of Payment

   A payment made under Other Plans may include an amount that should have been paid under this Plan. If it does, the Plan may pay that amount to the Other Plan that made that payment. That amount will then be treated as though it were a benefit paid under this Plan, which 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.

7. Right of Recovery

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

   a. The person it has paid or for whom it has made such payment;

   b. Other plans; or

   c. Other organizations.

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

D. Subscribers and Covered Dependents Enrolled for Medicare

The Plan will follow applicable Medicare statutes and regulations to determine if it or Medicare should be the Primary Plan for Covered Services rendered to You when You are also eligible for Medicare Coverage. The Plan will provide You with a summary of those statutes and regulations upon request.

GRIEVANCE PROCEDURE

I. INTRODUCTION

Our Grievance procedure (the "Procedure") is intended to provide a fair, quick and inexpensive method of resolving any and all Disputes with the Plan. Such Disputes include: any matters that cause You to be dissatisfied with any aspect of Your relationship with the Plan; any Adverse Benefit Determination concerning a Claim; or any other claim, controversy, or potential cause of action You may have against the Plan. Please contact the customer service department at the number listed on the membership ID card: (1) to file a Claim; (2) if You have any questions about this EOC or other documents related to Your Coverage (e.g., a Claim Summary, sometimes referred to as the Explanation of Benefits or Monthly Claims Statement); or (3) to initiate a Grievance concerning a Dispute.

1. This Procedure is the exclusive method of resolving any Dispute. Exemplary or punitive damages are not available in any Grievance or litigation, pursuant to the terms of this EOC. Any decision to award damages must be based upon the terms of this EOC.
2. The Procedure can only resolve Disputes that are subject to Our control.
3. You cannot use this Procedure to resolve a claim that a Provider was negligent. Network Providers are independent contractors. They are solely responsible for making treatment decisions in consultation with their patients. You may contact the Plan, however, to complain about any matter related to the quality or availability of services, or any other aspect of Your relationship with Providers.
4. You may request a form from the Plan to authorize another person to act on Your behalf concerning a Dispute.
5. We, the Plan and You may agree to skip one or more of the steps of this Procedure if it will not help to resolve the Dispute.
6. Any Dispute will be resolved in accordance with applicable Tennessee or Federal laws and regulations, the ASA and this EOC.

II. DESCRIPTION OF THE REVIEW PROCEDURES

A. Inquiry

An Inquiry is an informal process that may answer questions or resolve a potential Dispute. You should contact the customer service department if You have any questions about how to file a Claim or to attempt to resolve any Dispute. Making an Inquiry does not stop the time period for filing a Claim or beginning a Dispute. You do not have to make an Inquiry before filing a Grievance.

B. First Level Grievance

You must submit a written request asking the Plan to reconsider an Adverse Benefit Determination, or take a requested action to resolve another type of Dispute (Your "Grievance"). You must begin the Dispute process within 180 days from the date We issue notice of an Adverse Benefit Determination from the Plan or from the date of the event that is otherwise causing You to be dissatisfied with the Plan. If You do not initiate a Grievance within 180 days of when We issue an Adverse Benefit Determination. We may raise Your failure to initiate a Grievance in a timely manner as a defense if You file a lawsuit against the Administrator later.

Contact the customer service department at the number listed on Your membership ID card for assistance in preparing and submitting Your Grievance. They can provide You with the appropriate form to use in submitting a Grievance. This is the first level Grievance procedure and is mandatory. BlueCross is a limited fiduciary for the first level Grievance.

1. **Grievance Process**

   After We have received and reviewed Your Grievance, Our first level Grievance committee will meet to consider Your Grievance and any additional information that You or others submit concerning that Grievance. In Grievances concerning urgent care or pre-service Claims, We will appoint one or more qualified reviewer(s) to consider such Grievances. Individuals involved in making prior determinations concerning Your Dispute are not eligible to be voting members of the first level Grievance committee or reviewers. Such determinations shall be subject to the review standards applicable to ERISA plans, even if the Plan is not otherwise governed by ERISA.

2. **Written Decision**

   The committee or reviewers will consider the information presented, and

You will receive a written decision concerning Your Grievance as follows:

(a) For a pre-service claim, within 30 days of receipt of Your request for review;

(b) For a post-service claim, within 60 days of receipt of Your request for review; and

(c) For a pre-service, urgent care claim, within 72 hours of receipt of Your request for review.

The decision of the Committee will be sent to You in writing and will contain:

(a) A statement of the committee's understanding of Your Grievance;

(b) The basis of the committee's decision; and

(c) Reference to the documentation or information upon which the committee based its decision. You may receive a copy of such documentation or information, without charge, upon written request.

C. Second Level Grievance

You may file a written request for reconsideration with Us within ninety (90) days after We issue the first level Grievance committee's decision. This is called a second level Grievance. Information on how to submit a second level Grievance will be provided to You in the decision letter following the first level Grievance review.

If the Plan is governed by ERISA, You also have the right to bring a civil action against the Plan to obtain the remedies available pursuant to Sec. 502(a) of ERISA ("ERISA Actions") after completing the mandatory first level Grievance process.

The Plan may require You to exhaust each step of this Procedure in any Dispute that is not an ERISA Action:

Your decision concerning whether to file a second level Grievance has no effect on Your rights to any other benefits under the Plan. If You file a second level Grievance concerning an ERISA Action, the Plan agrees to toll any time defenses or restrictions affecting Your right to bring a civil action against the Plan until the second level committee makes its decision. Any person involved in making a decision concerning Your Dispute (e.g. first level committee members) will not be a voting member of the second level Grievance committee.

1. **Grievance Process**

You may request an in-person or telephonic hearing before the second level Grievance committee. You may also request that the second level Grievance committee reconsider the decision of the first level committee, even if You do not want to participate in a hearing concerning Your Grievance. If You wish to participate, Our representatives will contact You to explain the hearing process and schedule the time, date and place for that hearing.

In either case, the second level committee will meet and consider all relevant information presented about Your Grievance, including:

(a) Any new, relevant information that You submit for consideration; and

(b) Information presented during the hearing. Second level Grievance committee members and You will be permitted to question each other and any witnesses during the hearing. You will also be permitted to make a closing statement to the committee at the end of the hearing.

2. **Written Decision**

After the hearing, the second level committee will meet in closed session to make a decision concerning Your Grievance. That decision will be sent to You in writing. The written decision will contain:

(a) A statement of the second level committee's understanding of Your Grievance;

(b) The basis of the second level committee's decision; and

(c) Reference to the documentation or information upon which the second level committee based its decision. Upon written request, We will send You a copy of any such documentation or information, without charge.

D. Independent Review of Medical Necessity Determinations or Coverage Rescissions

If Your Grievance involves a Medical Necessity or a Coverage rescission determination, then either: (1) after completion of the mandatory first level Grievance; or (2) after completion of the mandatory first level Grievance followed by completion of the second level Grievance, You may request that the

Dispute be submitted to a neutral third party, selected by Us, to independently review and resolve such Dispute(s). If You request an independent review following the mandatory first level Grievance, You waive Your right to a second level Grievance and Your right to present oral testimony during the Grievance Process. Your request for independent review must be submitted in writing within 180 days after the date You receive notice of the decision. Receipt shall be deemed to have occurred no more than two days after the date of issuance of the decision. Any person involved in making a decision concerning Your Dispute will not be a voting member of the independent review panel or committee.

Your decision concerning whether to request independent review has no effect on Your rights to any other benefits under the Plan. If You request independent review of an ERISA Action, We agree to toll any time defenses or restrictions affecting Your right to bring a civil action against the Employer or Employer's Plan, until the independent reviewer makes its decision.

The Employer or Employer's Plan will pay the fee charged by the independent review organization and its reviewers if You request that the Plan submit a Dispute to independent review. You will be responsible for any other costs that You incur to participate in the independent review process, including attorney's fees.

We will submit the necessary information to the independent review entity within 5 business days after receiving Your request for review. We will provide copies of Your file, excluding any proprietary information to You, upon written request. The reviewer may also request additional medical information from You. You must submit any requested information, or explain why that information is not being submitted, within 5 business days after receiving that request from the reviewer.

The reviewer must submit a written determination to Us and We will submit the determination to You within 45 days after receipt of the independent review request. In the case of a life threatening condition, the decision must be issued within 72 hours after receiving the review request. Except in cases involving a life-threatening condition, the reviewer may request an extension of up to 5 business days to issue a determination to consider additional information submitted by Us or You.

The reviewer's decision must state the reasons for the determination based upon: (1) the terms of this EOC and the ASA; (2) Your medical condition; and (3) information submitted to the reviewer. The reviewer's decision may not expand the terms of Coverage of the ASA.

No legal action shall be brought to recover under this EOC until 60 days after the claim has been filed. No such legal action shall be brought more than 3 years after the time the claim is required to be filed.

DEFINITIONS

Defined terms are capitalized. When defined words are used in this EOC, they have the meaning set forth in this section.

1. **Administrative Services Agreement or ASA** – The arrangements between the administrator and the Employer, including any amendments, and any attachments to the ASA or this EOC.

2. **Acute** – An illness or injury that is both severe and of short duration.

3. **Advanced Radiological Imaging** – Services such as MRIs, CT scans, PET scans, nuclear medicine and similar technologies.

4. **Adverse Benefit Determination** – Any denial, reduction, termination or failure to provide or make payment for what You believe should be a Covered Service. Adverse Benefit Determinations include:

   a. A determination by a health carrier or its designee utilization review organization that, based upon the information provided, a request for a benefit under the health carrier's health benefit plan does not meet the health carrier's requirements for Medical Necessity, appropriateness, health care setting, level of care or effectiveness and the requested benefit is therefore denied, reduced or terminated or payment is not provided or made, in whole or in part, for the benefit;

   b. The denial, reduction, termination or failure to provide or make payment, in whole or in part, for a benefit based on a determination by a health carrier of a Covered person's eligibility to participate in the health carrier's health benefit plan; or

   c. Any prospective review or retrospective review determination that denies, reduces, or terminates or fails to provide or make payment for, in whole or in part, a benefit.

5. **Annual Benefit Period** – The 12-month period under which Your benefits are administered, as noted in Attachment C: Schedule of Benefits.

6. **Annual Enrollment Period** – Those periods of time established by the Plan during which eligible Employees and their dependents may enroll as Members.

7. **Behavioral Health Services** – Any services or supplies that are Medically Necessary and Medically Appropriate to treat: a mental or nervous condition; alcoholism; chemical dependence; drug abuse or drug addiction.

8. **Billed Charges** – The amount that a Provider charges for services rendered. Billed Charges may be different from the amount that BlueCross determines to be the Maximum Allowable Charge for services.

9. **BlueCard PPO Participating Provider** – A physician, hospital, licensed skilled nursing facility, home health care provider or other Provider contracted with other BlueCross and/or BlueShield Association (BlueCard PPO) Plans and/or Authorized by the Plan to provide Covered Services to Members.

10. **Blue Distinction Centers for Transplants (BDCT) Network –** A network of facilities and hospitals contracted with BlueCross (or with an entity on behalf of BlueCross) to provide Transplant Services for some or all organ and bone marrow transplant procedures Covered under this EOC. Facilities obtain designation as a BDCT by transplant type; therefore, a hospital or facility may be classified as a BDCT for one type of organ or bone marrow transplant procedure but not for another type of transplant. This designation is important as it impacts the level of benefit You will receive.

11. **Calendar Year** – The period of time beginning at 12:01 A.M. on January 1st and ending 12:00 A.M. on December 31st.

12. **Care Management** – A program that promotes quality and cost effective coordination of care for Members with complicated medical needs, chronic illnesses, and/or catastrophic illnesses or injuries.

13. **CHIP** – The State Children's Health Insurance Program established under title XXI of the Social Security Act (42 U.S.C. 1396 et. seq.)

14. **Coinsurance** – The amount, stated as a percentage of the Maximum Allowable Charge for a Covered Service that is the Member's responsibility during the Annual Benefit Period after any Deductible is satisfied. The Coinsurance percentage is calculated as 100%, minus the percentage Payment of the Maximum Allowable Charge as specified in Attachment C, Schedule of Benefits.

    In addition to the Coinsurance percentage, You are responsible for the difference between the Billed Charges and the Maximum Allowable Charge for Covered Services if the Billed Charges of a Non-Contracted Provider or an Out-of-Network Provider are more than the Maximum Allowable Charge for such Services.

15. **Clinical Trials** - studies performed with human subjects to test new drugs or combinations of drugs, new approaches to surgery or radiotherapy

or procedures to improve the diagnosis of disease and the quality of life of the patient.

16. **Complications of Pregnancy** – Conditions requiring Hospital Confinement (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity, non-elective caesarian section, ectopic pregnancy that is terminated, and spontaneous termination of pregnancy, that occurs during a period of gestation in which a viable birth is not possible.

    Complications of Pregnancy does not include false labor; occasional spotting; physician prescribed rest during the period of pregnancy; morning sickness; hyperemesis gravidarum and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

17. **Concurrent Review Process** – The process of evaluating care during the period when Covered Services are being rendered.

18. **Congenital Anomaly** – A physical developmental defect present at birth and identified within the first 12 months following birth.

19. **Copayment** – The dollar amount specified in Attachment C, Schedule of Benefits, that You are required to pay directly to a Provider for certain Covered Services. You must pay such Copayments at the time You receive those Services.

20. **Cosmetic Surgery** – Any treatment intended to improve Your appearance. Our Medical Policy establishes the criteria for what is cosmetic, and what is Medically Necessary and Medically Appropriate.

21. **Covered Dependent** – A Subscriber's family member who: (1) meets the eligibility requirements of this EOC; (2) has been enrolled for Coverage; and (3) for whom the Plan has received the applicable Payment for Coverage.

22. **Covered Family Members** – A Subscriber and his or her Covered Dependents.

23. **Covered Services, Coverage or Covered** – Those Medically Necessary and Medically Appropriate services and supplies that are set forth in Attachment A of this EOC, (which is incorporated by reference). Covered Services are subject to all the terms, conditions, exclusions and limitations of the Plan and this EOC.

24. **Custodial Care** – Any services or supplies provided to assist an individual in the activities of daily living as determined by the Plan including but not limited to eating, bathing, dressing or other self-care activities.

25. **Deductible** – The dollar amount, specified in Attachment C, Schedule of Benefits, that You must incur and pay for Covered Services during an Annual Benefit Period before the Plan provides benefits for services. There are 2 separate Deductible amounts – one for Network Providers and one for Out-of-Network Providers. Satisfying the Deductible under the Network Provider benefits does not satisfy the Deductible for the Out-of-Network Provider benefits, and vice versa. The Deductible will apply to the Individual Out-of-Pocket and Family Out-of-Pocket Maximum(s).

    Copayments and any balance of charges (the difference between Billed Charges and the Maximum Allowable Charge) are not considered when determining if You have satisfied a Deductible.

26. **Effective Date –** The date Your Coverage under this EOC begins**.**

27. **Emergency** – A sudden and unexpected medical condition that manifests itself by symptoms of sufficient severity, including severe pain, that a prudent layperson, who possesses an average knowledge of health and medicine could reasonably expect to result in:

    a. serious impairment of bodily functions; or

    b. serious dysfunction of any bodily organ or part; or

    c. placing a prudent layperson's health in serious jeopardy.

    Examples of Emergency conditions include: (1) severe chest pain; (2) uncontrollable bleeding; or (3) unconsciousness.

28. **Emergency Care Services** – Those services and supplies that are Medically Necessary and Medically Appropriate in the treatment of an Emergency and delivered in a hospital Emergency department.

29. **Employee** – A person who fulfills all eligibility requirements established by the Employer and the administrator.

30. **Employer** – A corporation, partnership, union or other entity that is eligible for group coverage under State and Federal laws; and that enters into an Agreement with the administrator to provide

Coverage to its Employees and their Eligible Dependents.

31. **Enrollment Form** – A form or application that must be completed in full by the eligible Employee before he or she will be considered for Coverage under the Plan. The form or application may be in paper form, or electronic, as determined by the Plan Sponsor.

32. **ERISA** – The Employee Retirement Income Security Act of 1974, as amended.

33. **Family Coverage** – Coverage for the Subscriber and one or more Covered Dependents.

34. **Family Deductible** – The maximum dollar amount, specified in Attachment C, Schedule of Benefits, that a Subscriber and Covered Dependents must incur and pay for Covered Services during an Annual Benefit Period before the Plan provides benefits for such Services. There are 2 separate Family Deductibles – one for services rendered by Network Providers, and one for services rendered by Out-of-Network Providers.

    Once the Family Deductible, Network Provider amount has been satisfied by 2 or more Covered Family Members during an Annual Benefit Period, the Family Deductible, Network Provider, will be considered satisfied for all Covered Family Members for the remainder of that Annual Benefit Period. No specific Covered Family Member has to meet his or her Deductible in order to meet the Family Deductible. Only the Individual Deductible for each Covered Family Member can apply to the Family Deductible, Network Provider.

    Once the Family Deductible, Out-of-Network Provider amount has been satisfied, by 2 or more Covered Family Members during an Annual Benefit Period, the Family Deductible, Out-of-Network Provider will be considered satisfied for all Covered Family Members for the remainder of that Annual Benefit Period. No specific Covered Family Member has to meet his or her Deductible in order to meet the Family Deductible. Only the Individual Deductible for each Covered Family Member can apply to the Family Deductible, Out-of-Network Provider.

    The Family Deductible, Network Provider will apply to the Family Out-of-Pocket Maximum, Network Provider, and the Family Deductible, Out-of-Network Provider will apply to the Family Out-of-Pocket Maximum, Out-of-Network Provider.

    Copayments, and any balance of charges (the difference between Billed Charges and the Maximum Allowable Charge) are not considered when determining if the Family Deductible has been satisfied.

35. **Family Out-of-Pocket Maximum** – The total dollar amount, as stated in Attachment C, Schedule of Benefits that a Subscriber and Covered Dependents must incur and pay for Covered Services during the Annual Benefit Period, including Copayments, Deductible and Coinsurance. There are 2 separate Family Out-of-Pocket Maximums – one for services rendered by Network Providers, and one for services rendered by Out-of-Network Providers.

    Penalties and any balance of charges (the difference between Billed Charges and the Maximum Allowable Charge) are not considered when determining if the Family Out-of-Pocket Maximum has been satisfied.

    When the Family Out-of-Pocket Maximum, Network Provider is satisfied, 100% of available benefits is payable for other Covered Services from Network Providers for all Covered Family Members during the remainder of that Annual Benefit Period, excluding applicable Copayments and Penalties, and any balance of charges (between Billed Charges and the Maximum Allowable Charge.)

    When the Family Out-of-Pocket Maximum, Out-of-Network Provider is satisfied, 100% of available benefits is payable for other Covered Services from Out-of-Network Providers for all Covered Family Members during the remainder of that Annual Benefit Period, excluding applicable Copayments and Penalties, and any balance of charges, (the difference between Billed Charges and Maximum Allowable Charge).

36. **Hearing Aid(s) –** An instrument to amplify sounds for those with hearing loss. There are 2 types of Hearing Aids: the air conduction type, which is worn in the external acoustic meatus, and the bone conduction type, which is worn in the back of the ear over the mastoid process. Examples of Hearing Aids that would fall within this definition are the Baha® system and the Otomag™ Hearing System. Cochlear implants are a prosthetic and are not considered Hearing Aids.

37. **Hospital Confinement or Hospital Admission** – When You are treated as a registered bed patient at a Hospital or other Provider facility and incur a room and board charge.

38. **Hospital Services** – Covered Services that are Medically Appropriate to be provided by an Acute care Hospital.

39. **Incapacitated Child** – an unmarried child who is, and continues to be, both (1) incapable of self-sustaining employment by reason of intellectual or physical disability (what used to be called mental retardation or physical handicap); and (2) chiefly dependent upon the Subscriber or Subscriber's spouse for economic support and maintenance.

    a. If the child reaches this Plan's Limiting Age while Covered under this Plan, proof of such incapacity and dependency must be furnished within 31 days of when the child reaches the Limiting Age.

    b. Incapacitated dependents of Subscribers of new groups, or of Subscribers who are newly eligible under this Plan, are eligible for Coverage if they were covered under the Subscriber's or the Subscriber's spouse's previous health benefit plan. We may ask You to furnish proof of the incapacity and dependency upon enrollment and for proof that the child continues to meet the conditions of incapacity and dependency, but not more frequently than annually.

40. **In-Network Benefit** – The Plan's payment level that applies to Covered Services received from a Network Provider. See Attachment C: Schedule of Benefits.

41. **In-Transplant Network** – A network of hospitals and facilities, each of which has agreed to perform specific organ transplants. For example, some hospitals might contract to perform heart transplants, but not liver transplants.

42. **In-Transplant Network Institution** – A facility or hospital that has contracted with the administrator (or with an entity on behalf of the administrator) to provide transplant services for some or all organ and bone marrow transplant procedures Covered under this EOC. For example, some hospitals might contract to perform heart transplants, but not liver transplants. An In-Transplant Network Institution is a Network Provider when performing contracted transplant procedures in accordance with the requirements of this EOC.

43. **Investigational** – The definition of "Investigational" is based on the BlueCross and BlueShield of Tennessee's technology evaluation criteria. Any technology that fails to meet **ALL** of the following four criteria is considered to be Investigational.

    a. The technology must have final approval from the appropriate governmental regulatory bodies, as demonstrated by:

        i. This criterion applies to drugs, biological products, devices and any other product or procedure that must have final approval to market from the U.S. Food and Drug Administration or any other federal governmental body with authority to regulate the use of the technology.

        ii. Any approval that is granted as an interim step in the U.S. Food and Drug Administration's or any other federal governmental body's regulatory process is not sufficient.

    b. The scientific evidence must permit conclusions concerning the effect of the technology on health outcomes, as demonstrated by:

        i. The evidence should consist of well-designed and well-conducted investigations published in peer-reviewed journals. The quality of the body of studies and the consistency of the results are considered in evaluating the evidence.

        ii. The evidence should demonstrate that the technology could measure or alter the physiological changes related to a disease, injury, illness, or condition. In addition, there should be evidence or a convincing argument based on established medical facts that such measurement or alteration affects health outcomes.

    c. The technology must improve the net health outcome, as demonstrated by:

        i. The technology's beneficial effects on health outcomes should outweigh any harmful effects on health outcomes.

    d. The improvement must be attainable outside the Investigational settings, as demonstrated by:

        i. In reviewing the criteria above, the medical policy panel will consider physician specialty society recommendations, the view of prudent medical practitioners practicing in relevant clinical areas and any other relevant factors.

The Medical Director, in accordance with applicable ERISA standards, shall have discretionary authority to make a determination concerning whether a service or supply is an Investigational service. If the Medical Director does not Authorize the provision of a service or supply, it will not be a Covered Service. In making such determinations, the Medical Director shall rely upon any or all of the following, at his or her discretion**:**

a. Your medical records, or

b. the protocol(s) under which proposed service or supply is to be delivered, or

c. any consent document that You have executed or will be asked to execute, in order to receive the proposed service or supply, or

d. the published authoritative medical or scientific literature regarding the proposed service or supply in connection with the treatment of injuries or illnesses such as those experienced by You, or

e. regulations or other official publications issued by the FDA and HHS, or

f. the opinions of any entities that contract with the Plan to assess and coordinate the treatment of Members requiring non-experimental or Investigational services, or

g. the findings of the BlueCross BlueShield Association Technology Evaluation Center or other similar qualified evaluation entities.

44. **Late Enrollee** – An Employee or eligible Dependent who fails to apply for Coverage within: (1) 60 days after such person first became eligible for Coverage under this EOC; or (2) a subsequent Annual Enrollment period.

45. **Limiting Age (or Dependent Child Limiting Age)** – The age at which a child will no longer be considered an eligible Dependent.

46. **Maintenance Care** –Medical services, Prescription Drugs, supplies and equipment for chronic, static or progressive medical conditions where the services: (1) fail to contribute toward a cure; (2) fail to improve unassisted clinical function; (3) fail to significantly improve health; and (4) are indefinite or long-term in nature. Maintenance Care includes, but is not limited to, Prescription Drugs used to treat chemical and methadone dependency maintenance and skilled services/therapies.

47. **Maximum Allowable Charge** – The amount that the Administrator, at its discretion, has determined to be the maximum amount payable for a Covered Service. For Covered Services provided by Network Providers, that determination will be based upon the administrator's contract with the Network Provider for Covered Services rendered by that Provider. For Covered Services provided by Out-of-Network Providers, the amount payable will be based upon the administrator's Out-of-Network fee schedule for the Covered Services rendered by Out-of-Network Providers. For Out-of-Network Emergency Care Services, the Maximum Allowable Charge for a Covered Service complies with the Affordable Care Act requirement to be based ~~on~~ upon the greater of (a) the median amount negotiated with Network providers for the Emergency Care Services furnished, (b) the amount for the Emergency Care Services calculated using the same method generally used to determine payments for Out-of-Network services, or (c) the amount that would be paid under Medicare for the Emergency Care Services.

48. **Medicaid** – The program for medical assistance established under title XIX of the Social Security Act (42 U.S.C. 1396 et. seq.)

49. **Medical Director** – The physician designated by the administrator, or that physician's designee, who is responsible for the administration of the administrator's medical management programs, including its Authorization/Prior Authorization programs.

50. **Medically Appropriate** – Services that have been determined by BlueCross, in its sole discretion, to be of value in the care of a specific Member. To be Medically Appropriate, a service must meet all of the following:

    a. be Medically Necessary;

    b. be consistent with generally accepted standards of medical practice for the Member's medical condition;

    c. be provided in the most appropriate site and at the most appropriate level of service for the Member's medical condition;

    d. not be provided solely to improve a Member's condition beyond normal variation in individual development, appearance and aging; and

    e. not be for the sole convenience of the Provider, Member or Member's family.

51. **Medically Necessary or Medical Necessity** – Procedures, treatments, supplies, devices, equipment, facilities or drugs (all services) that a medical practitioner, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury or disease or its symptoms, and that are:

    - in accordance with generally accepted standards of medical practice; and
    - clinically appropriate in terms of type, frequency, extent, site and duration and considered effective for the patient's illness, injury or disease; and

- not primarily for the convenience of the patient, physician or other health care provider; and
- not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.

For these purposes, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, physician specialty society recommendations, and the views of medical practitioners practicing in relevant clinical areas and any other relevant factors.

52. **Medicare** – Title XVIII of the Social Security Act, as amended.

53. **Medication Assisted Treatment (MAT)** – Treatment for persons diagnosed with indicated alcohol or substance use disorder with the use of medications, in combination with counseling and behavioral therapies, to provide a whole-patient approach to treatment.

54. **Member, You, Your** – Any person enrolled as a Subscriber or Covered Dependent under the Plan.

55. **Member Payment** – The dollar amounts for Covered Services that You are responsible for as set forth in Attachment C: Schedule of Benefits, including Copayments, Deductibles, Coinsurance and Penalties. The administrator may require proof that You have made any required Member Payment.

56. **Network Provider** – A Provider who has contracted with the administrator to provide Covered Services to Members at specified rates. Such Providers may be referred to as BlueCard PPO Participating Providers, Network hospitals, In-Transplant Network, etc. Some providers may have contracted with the administrator to provide a limited set of Covered Services, such as only Emergency Care Services, and are treated as Network Providers for this limited set of Covered Services.

57. **Non-Contracted Provider** – A Provider that renders Covered Services to a Member, in the situation where We have not contracted with that Provider type to provide those Covered Services. These Providers can change, as We contract with different Providers. A Provider's status as a Non-Contracted Provider, Network Provider, or Out-of-Network Provider can and does change. We reserve the right to change a Provider's status.

58. **Non-Routine Diagnostic Services** – Services listed under Non-Routine Diagnostic Services in Attachment A: Covered Services.

59. **Out-of-Network Provider** – Any Provider who is an eligible Provider type but who does not hold a contract with the administrator to provide Covered Services.

60. **Out-of-Pocket Maximum** – The total dollar amount, as stated in Attachment C, Schedule of Benefits, that a Member must incur and pay for Covered Services during the Annual Benefit Period, including Copayments, Deductible and Coinsurance. There are 2 Out-of-Pocket Maximums – one for services rendered by Network Providers and one for services rendered by Out-of-Network Providers.

    Penalties and any balance of charges (the difference between Billed Charges and the Maximum Allowable Charge) are not considered when determining if the Out-of-Pocket Maximum has been satisfied.

    When the Out-of-Pocket Maximum, Network Providers is satisfied, 100% of available benefits is payable for other Covered Services from Network Providers incurred by the Member during the remainder of that Annual Benefit Period, excluding applicable Copayments and Penalties, and any balance of charges (the difference between Billed Charges and the Maximum Allowable Amount).

    When the Out-of-Pocket Maximum, Out-of-Network Providers is reached, 100% of available benefits is payable for expenses for other Covered Services from Out-of-Network Providers incurred by the Member during the remainder of that Annual Benefit Period, excluding applicable Copayments and Penalties, and any balance of charges (the difference between Billed Charges and the Maximum Allowable Amount).

61. **Payment** – The total payment for Coverage under the Plan, including amounts paid by You and the Employer for such Coverage.

62. **Payor(s)** – An insurer, health maintenance organization, no-fault liability insurer, self-insurer or other entity that provides or pays for a Member's health care benefits.

63. **Penalty/Penalties** – A reduction in benefit amounts paid by Us as a result of failure to comply with Plan requirements such as failing to obtain Prior Authorization for certain Covered Services shown in Attachment C, Schedule of Benefits, as requiring such Prior Authorization. The Penalty will be a

reduction in the Plan payment for Covered Services and does not apply to the Out-of-Pocket Maximum.

64. **Periodic Health Screening** – An assessment of patient's health status at intervals set forth in the administrator's Medical Policy for the purpose of maintaining health and detecting disease in its early state. This assessment should include:
    a. a complete history or interval update of the patient's history and a review of systems; and
    b. a physical examination of all major organ systems, and preventive screening tests per the administrator's Medical Policy.
65. **Practitioner** – A person licensed by the State to provide medical or behavioral health services.
66. **Prescription Drug** – A medication that may not be dispensed under applicable state or federal law without a Prescription.
67. **Prior Authorization, Authorization** – A review conducted by the administrator, prior to the delivery of certain services, to determine if such services will be considered Covered Services.
68. **Provider** – A person or entity that is engaged in the delivery of health services who or that is licensed, certified or practicing in accordance with applicable State or Federal laws.
69. **Qualified Medical Child Support Order** – A medical child support order, issued by a court of competent jurisdiction or state administrative agency, that creates or recognizes the existence of a child's right to receive benefits for which a Subscriber is eligible under the Plan. Such order shall identify the Subscriber and each such child by name and last known mailing address; give a description of the type and duration of coverage to be provided to each child; and identify each health plan to which such order applies.
70. **Rescind or Rescission** – A retroactive termination of Coverage because You committed fraud or made an intentional misrepresentation of a material fact in connection with Coverage. Actions that are fraudulent or an intentional misrepresentation of a material fact include, but are not limited to, knowingly enrolling or attempting to enroll an ineligible individual in Coverage, permitting the improper use of Your Member ID card, or claim fraud. A Rescission does not include a situation in which the Plan retroactively terminates Coverage in the ordinary course of business for a period for which You did not pay the Premium. An example would be if You left Your job on January 31, but Coverage was not terminated until March 15. In that situation, the Plan may retroactively terminate Your Coverage effective February 1 if You did not pay any Premium after You left Your job (subject to any right You may have to elect continuation coverage). This is not a Rescission.
71. **Specialty Drugs** – Injectable, infusion and select oral medications that require complex care, including special handling, patient education and continuous monitoring. Specialty Drugs are listed on the administrator's Specialty Drug list. Specialty Drugs are categorized as provider-administered in this EOC. Specialty Drugs may be available as a Generic Drug, Preferred Brand Drug or Non-Preferred Brand Drug.
72. **Subscriber** – An Employee who meets all applicable eligibility requirements, has enrolled for Coverage and who has submitted the applicable Payment for Coverage.
73. **Telehealth** – Remote consultation that meets Medical Necessity criteria.
74. **Transplant Network** – A network of hospitals and facilities, each of which has agreed to perform specific organ transplants. A hospital or facility may be in Our Transplant Network for one type of organ or bone marrow transplant procedure but not for another type of transplant. The Transplant Network is not the same as the Blue Distinction Centers for Transplants (BDCT) Network.
75. **Transplant Services** – Medically Necessary and Medically Appropriate Services listed as Covered under the "Organ Transplants" section in Attachment A of this EOC.
76. **Urgent Care Center –** A medical clinic with expanded hours that operates in a location distinct from a freestanding or hospital-based Emergency department.
77. **Utilization Policy(ies)** – Refers to any policy, guideline or limitation used by BlueCross in the determination of Coverage.
78. **Waiting Period** – The time that must pass before an Employee or Dependent may be Covered for benefits under the Plan.
79. **Well Child Care** – A routine visit to a pediatrician or other qualified Practitioner to include Medically Necessary and Medically Appropriate Periodic Health Screenings, immunizations and injections for children up to the age of 6 years.
80. **Well Woman Exam** – A routine visit every Annual Benefit Period to a Provider. The visit may include Medically Necessary and Medically Appropriate mammogram and cervical cancer screenings.

ATTACHMENT A:
COVERED SERVICES AND LIMITATIONS ON COVERED SERVICES

EVIDENCE OF COVERAGE

The Plan will pay the Maximum Allowable Charge for Medically Necessary and Medically Appropriate services and supplies described below and provided in accordance with the reimbursement schedules set forth in Attachment C, Schedule of Benefits of this EOC, which is incorporated herein by reference. Charges in excess of the reimbursement rates set forth in the Schedule of Benefits are not eligible for reimbursement or payment.

To be eligible for reimbursement or payment, all services or supplies must be provided in accordance with Utilization Policies. (See Prior Authorization, Care Management, Medical Policy and Patient Safety Section.)

Covered Services and Limitations set forth in this Attachment are arranged according to:

- Eligible Providers, and
- Eligible services.

An advantage of using PPO Network Providers is these Providers have agreed to accept the Maximum Allowable Charge set by the Plan for Covered Services. Network Providers have also agreed not to bill You for amounts above these amounts.

However, Out-of-Network Providers do not have a contract with the Plan. This means they may be able to charge You more than the allowable amount set by the Plan in its contracts. With Out-of-Network Providers, You will be responsible for any unpaid Billed Charges.

Obtaining services not listed in this Attachment or not in accordance Utilization Policies may result in the denial of payment or a reduction in reimbursement for otherwise eligible Covered Services. The administrator's Medical Policies can help Your Provider determine if a proposed service will be Covered.

I. ELIGIBLE PROVIDERS OF SERVICE

A. Practitioners

All services must be rendered by a Practitioner type listed in the administrator's Provider Directory of Network Providers, or as otherwise required by Tennessee law. The services provided by a Practitioner must be within his or her specialty or degree. All services must be rendered by the Practitioner, or the delegate actually billing for the Practitioner, and be within the scope of his or her licensure.

B. Network Provider

A Provider who has contracted with the administrator to provide Covered Services.

C. Non-Contracted Provider

A Provider that renders Covered Services to a Member but is in a specialty category or type with which We do not contract. A Non-Contracted Provider is not eligible to hold a contract with the administrator.

D. Out-of-Network Provider

Any Provider who is an eligible Provider type but who does not hold a contract with the administrator to provide Covered Services.

E. Other Providers of Service

An individual or facility, other than a Practitioner, duly licensed to provide Covered Services.

A Clinical Trial is a prospective biomedical or behavioral research study of human subjects that is designed to answer specific questions about biomedical or behavioral interventions (vaccines, drugs, treatments, devices, or new ways of using known drugs, treatments, or devices). Clinical Trials are used to determine whether new biomedical or behavioral interventions are safe, efficacious, and effective. **Only routine patient care associated with a Clinical Trial (but not the Clinical Trial itself) will be Covered under the Plan's benefits in accordance with Utilization Policies.**

II. ELIGIBLE SERVICES:

A. Practitioner Office Services

Medically Necessary and Medically Appropriate Covered Services in a Practitioner's office.

1. Covered

   a. Services and supplies for the diagnosis and treatment of illness or injury, including those relating to hearing, speech, voice or language other than for a functional nervous disorder.

   b. Injections and medications, except Specialty Drugs. (See the Specialty Drugs section for information on Coverage).

   c. Allergy care including basic testing, evaluations, allergy extract and injections. (Note that allergy skin testing is Covered only in the practitioner office setting. Medically Necessary RAST (radioallergosorbent test), FAST (fluorescent allergosorbent test), or MAST (multiple radioallergosorbent test) allergy testing is Covered in the practitioner office setting and in a licensed laboratory.)

   d. Casts and dressings.

   e. Nutritional guidance and education.

   f. Foot care necessary to prevent the complications of an existing disease state.

   g. Pre and post-natal maternity care.

   h. Second surgical opinions given by a Provider who is not in the same medical group as the physician who initially recommended the surgery.

   i. Rehabilitative therapies.

   j. Emergency conditions presented to the Practitioner's Office.

   k. Telehealth.

   l. Preventive/Well care services.

      Preventive health exam for adults and children in accordance with federal regulations, as outlined below and performed by the physician during the preventive health exam or referred by the physician as appropriate, including:

      (1) Screenings and counseling services with an A or B recommendation by the United States Preventive Services Task Force (USPSTF)

      (2) Bright Futures recommendations for infants, children and adolescents supported by the Health Resources and Services Administration (HRSA)

      (3) Preventive care and screening for women as provided in the guidelines supported by HRSA, and

      (4) Immunizations recommended by the Advisory Committee on Immunization Practices (ACIP) that have been adopted by the Centers for Disease Control and Prevention (CDC).

2. Exclusions

   a. Routine foot care for the treatment of: (1) flat feet; (2) corns; (3) bunions; (4) calluses; (5) toenails; (6) fallen arches; (7) weak feet or chronic foot strain.

   b. Foot orthotics, shoe inserts and custom made shoes, except as required by law for diabetic patients or as a part of a leg brace.

   c. Rehabilitative therapies in excess of the limitations of the Therapeutic/ Rehabilitative benefit.

   d. Office visits and physical exams for: (1) school; (2) camp; (3) employment; (4) travel; (5) insurance; (6) marriage or legal proceedings; and (7) related immunizations and tests.

B. Office Surgery

Medically Necessary and Medically Appropriate surgeries/procedures performed in a Practitioner's office. Surgeries involve an excision or incision of the body's skin or mucosal tissues, treatment of broken or dislocated bones, and/or insertion of instruments for exploratory or diagnostic purposes into a natural body opening.

Some procedures may require Prior Authorization. Network Providers are responsible for obtaining Prior Authorization. If Your provider is an Out-of-Network Provider, call the customer service department to find out which surgeries require Prior Authorization.

1. Covered

   a. Excisions of skin lesions and incisions.

   b. Repair of lacerations.

c. Removal of foreign bodies from skin, eyes, or orifices.

d. Sigmoidoscopy, pharyngoscopy, or other endoscopies.

e. Biopsies.

f. Colposcopy.

g. Incision and drainage of abscess.

h. Cyst aspiration.

i. Joint injection and aspiration.

j. Toenail excision.

k. Cryosurgery of skin lesions and cervical lesions.

l. Casting and splinting.

m. Vasectomy.

n. Medically Necessary balloon sinuplasty for treatment of chronic sinusitis.

o. Medically Necessary proton beam therapy for the treatment of prostate cancer. Proton beam radiotherapy for treatment of prostate cancer is considered Medically Necessary for individuals with an intact prostate who have no evidence of metastic disease when ultra-high dose radiation (greater than 72 Gy) is planned.

2. Exclusions

a. Dental procedures, except as otherwise indicated in this EOC.

b. Some Covered procedures may require pre-certification (or Prior Authorization) and/or special consent, in accordance with the administrator's medical policy and procedures. Call the customer service department to find out which surgeries require Prior Authorization.

C. <u>Inpatient Hospital Services</u>

Medically Necessary and Medically Appropriate services and supplies in a hospital that: (1) is a licensed Acute care institution; (2) provides Inpatient services; (3) has surgical and medical facilities primarily for the diagnosis and treatment of disease and injury; and (4) has a staff of physicians licensed to practice medicine and provides 24 hour nursing care. Psychiatric hospitals are not required to have a surgical facility.

Prior Authorization for Covered Services (except initial maternity admission) must be obtained from the Administrator or benefits will be reduced or denied.

1. Covered

a. Room and board; general nursing care; medications, injections, diagnostic services and special care units.

b. Prescription Drugs that are prescribed, dispensed or intended for use while the Covered Person is confined in a hospital, skilled nursing facility or other similar facility.

c. Attending Practitioner's services for professional care.

d. Maternity and delivery services, including routine nursery care and Complications of Pregnancy. If the hospital provides newborn services other than routine nursery care, benefits may be Covered for the newborn and mother as separate Members, requiring payment of applicable Member Copayments and/or Deductibles.

e. Observation stays.

f. Blood/plasma is Covered unless free.

g. Bariatric surgery for the treatment of morbid obesity is covered when Medical Necessity criteria are met. Contact customer service for further information.

h. Medically Necessary balloon sinuplasty for treatment of chronic sinusitis.

i. Medically Necessary proton beam therapy for the treatment of prostate cancer. Proton beam radiotherapy for treatment of prostate cancer is considered Medically Necessary for individuals with an intact prostate who have no evidence of metastic disease when ultra-high dose radiation (greater than 72 Gy) is planned.

2. Exclusions

a. Inpatient stays primarily for therapy (such as physical or occupational therapy). See the "Skilled Nursing/Rehabilitative Facility Services" section for benefits.

b. Private duty nursing.

c. Services that could be provided in a less intensive setting.

D. <u>Hospital Emergency Care Services</u>

Medically Necessary and Medically Appropriate health care services and supplies furnished in a hospital that are required to determine, evaluate and/or treat an Emergency Medical Condition until such condition is stabilized, as directed or ordered by the Practitioner or hospital protocol.

1. Covered

    a. Medically Necessary and Medically Appropriate Emergency services, supplies and medications necessary for the diagnosis and stabilization of Your Emergency condition.

    b. Practitioner services.

An observation stay and/or Surgery that occurs in conjunction with an ER visit may be subject to Member cost share under the "Outpatient Facility Services" section of "Attachment C: Schedule of Benefits" in addition to Member cost share for the ER visit.

2. Exclusions

    a. Services rendered for inpatient care or transfer to another facility once Your medical condition has stabilized, unless Prior Authorization is obtained from the administrator within 24 hours or the next working day.

E. <u>Ambulance Services</u>

Medically Necessary and Medically Appropriate ground or air transportation, services, supplies and medications by a licensed ambulance service when time or technical expertise is essential to reduce the probability of harm to You. Prior Authorization may be required for certain air ambulance services.

1. Covered Services

    a) Ambulance Services – Air

        1) Medically Necessary and Medically Appropriate air transportation from the scene of an accident or Emergency to the nearest appropriate hospital. Air transportation is Covered only when Your condition requires immediate and rapid transport that cannot be provided by ground transport.

    b) Ambulance Services – Ground

        1) Medically Necessary and Medically Appropriate ground transportation from the scene of an accident or Emergency to the nearest appropriate hospital.

        2) Medically Necessary and Medically Appropriate treatment at the scene (paramedic services) without ambulance transportation.

        3) Medically Necessary and Medically Appropriate ground transport when Your condition requires basic or advanced life support.

2. Exclusions

    a) Transportation for the convenience of You, Your family and/or Your physician or other Provider.

    b) Transportation that is not essential to reduce the probability of harm to You.

F. Urgent Care Center Services

Medically Necessary and Medically Appropriate treatment at an Urgent Care Center.

1. Covered Services

    a. Diagnosis and treatment of illness or injury.

    b. Diagnostic services (such as x-rays and laboratory services).

    c. Injections and medications administered in an Urgent Care Center, except Specialty Drugs. See the "Specialty Drugs" section for more information on Coverage.

    d. Surgery and supplies.

    e. Telehealth.

2. Exclusions

    f. Rehabilitative therapies in excess of the terms of the "Therapeutic/Rehabilitative Services" section.

G. <u>Outpatient Facility Services</u>

Medically Necessary and Medically Appropriate diagnostics, therapies and surgery occurring in an outpatient facility that includes outpatient surgery centers, the outpatient center of a hospital and outpatient diagnostic centers.

Some procedures may require Prior Authorization. Network Providers are responsible for obtaining Prior Authorization. If Your provider is an Out-of-Network Provider, call the customer service department to find out which surgeries require Prior Authorization.

1. Covered

    a. Practitioner services.

    b. Outpatient diagnostics (such as x-rays and laboratory services).

c. Outpatient treatments (such as medications and injections.)

d. Outpatient surgery and supplies.

e. Observation stays.

f. Telehealth.

2. Exclusions

a. Rehabilitative therapies in excess of the terms of the Therapeutic/ Rehabilitative benefit.

b. Services that could be provided in a less intensive setting.

c. Outpatient services that require Prior Authorization, but were not Authorized by the administrator. Call the customer service department to find out which services require Prior Authorization.

H. Family Planning and Reproductive Services

Medically Necessary and Medically Appropriate family planning services and those services to diagnose and treat diseases that may adversely affect fertility.

1. Covered

a. Benefits for family planning, history, physical examination, diagnostic testing and genetic testing.

b. Sterilization procedures.

c. Services or supplies for infertility evaluation and testing.

d. Medically Necessary and Medically Appropriate termination of a pregnancy.

e. Injectable and implantable hormonal contraceptives and vaginal barrier methods including initial fitting and insertion.

2. Exclusions

a. Services or supplies that are designed to create a pregnancy, enhance fertility or improve conception quality, including but not limited to: (1) artificial insemination; (2) in vitro fertilization; (3) fallopian tube reconstruction; (4) uterine reconstruction; (5) assisted reproductive technology (ART) including but not limited to GIFT and ZIFT; (6) fertility injections; (7) fertility drugs, (8) services for follow-up care related to infertility treatments.

b. Services or supplies for the reversals of sterilizations.

c. Induced abortion unless: (1) the health care Practitioner certifies in writing that the pregnancy would endanger the life of the mother; (2) the fetus is not viable (3) the pregnancy is a result of rape or incest; or (4) the fetus has been diagnosed with a lethal or otherwise significant abnormality.

I. Reconstructive Surgery

Medically Necessary and Medically Appropriate surgical procedures intended to restore normal form or function.

1. Covered

a. Surgery to correct significant defects from congenital causes (except where specifically excluded), accidents or disfigurement from a disease state.

b. Reconstructive breast surgery as a result of a mastectomy (other than lumpectomy) including surgery on the non-diseased breast needed to establish symmetry between the two breasts.

c. Surgeries to change gender (transsexual Surgery).

Treatment options for gender dysphoria may include:

- Changes in gender expression and role, which may involve living part time or full time in another gender role, consistent with one's gender identity;
- Hormone therapy to feminize or masculinize the body;
- Surgery to change primary and/or secondary sex characteristics (e.g., breasts/chest, external and/or internal genitalia, facial features, body contouring);
- Psychotherapy (individual, couple, family, or group) for purposes such as exploring gender identity, role, and expression; addressing the negative impact of gender dysphoria and stigma on mental health; alleviating internalized transphobia; enhancing social and peer support; improving body image; or promoting resilience.

2. Exclusions

a. Services, supplies or prosthetics primarily to improve appearance.

b. Surgeries to correct or repair the results of a prior surgical procedure, the primary purpose of which was to improve appearance.

c. Voice modification Surgery or voice therapy.

d. Transportation, meals, lodging, or similar expenses.

J. Skilled Nursing/Rehabilitative Facility Services

Medically Necessary and Medically Appropriate Inpatient care provided to patients requiring medical, rehabilitative or nursing care in a restorative setting. Services shall be considered separate and distinct from the levels of Acute care rendered in a hospital setting, or custodial or functional care rendered in a nursing home.

1. Covered

a. Room and board in a semi-private room; general nursing care; medications, diagnostics and special care units.

b. The attending Practitioner's services for professional care.

c. Coverage is limited as indicated in Attachment C: Schedule of Benefits.

d. Therapy services such as physical and occupational therapy.

2. Exclusions

a. Custodial, domiciliary or private duty nursing services.

b. Skilled Nursing services not received in a Medicare certified skilled nursing facility.

c. Services that were not Authorized by the administrator.

e. Inpatient neurocognitive therapy, unless it is provided in combination with other Medically Necessary treatment or therapy.

K. Therapeutic/Rehabilitative Services

Medically Necessary and Medically Appropriate therapeutic and rehabilitative services intended to restore or improve bodily function lost as the result of Acute illness, Acute injury, autism or congenital anomaly. For Therapeutic/Rehabilitative services received in the home health setting, Home Health Care benefits will apply.

1. Covered

a. Outpatient, home health or office therapeutic and rehabilitative services that are expected to result in significant and measurable improvement in Your condition resulting from an Acute disease, injury, autism, or cleft palate. The services must be performed by, or under the direct supervision of a licensed therapist, upon written authorization of the treating Practitioner.

b. Therapeutic/rehabilitative services include: (1) physical therapy; (2) speech therapy for restoration of speech; (3) occupational therapy; (4) manipulative therapy; (5) cardiac and pulmonary rehabilitative services; and (6) acupuncture.

(1) Speech therapy is Covered only for disorders of articulation and swallowing, resulting from Acute illness, Acute injury, stroke, autism, or congenital anomaly.

c. Coverage is limited as indicated in Attachment C, Schedule of Benefits.

d. The services must be performed in a doctor's office, outpatient facility or Home Health setting. The limit on the number of visits for therapy applies to all visits for that therapy, regardless of the place of service.

e. Services received during an inpatient hospital, skilled nursing or rehabilitative facility stay are Covered as shown in the inpatient hospital, skilled nursing or rehabilitative facility section, and are not subject to the therapy visit limits.

f. Telehealth.

2. Exclusions

a. Treatment beyond what can reasonably be expected to significantly improve health, including therapeutic treatments for ongoing maintenance or palliative care.

b. Enhancement therapy that is designed to improve Your physical status beyond Your pre-injury or pre-illness state.

c. Complementary and alternative therapeutic services, including, but not limited to: (1) massage therapy; (2) craniosacral therapy; and (3) vision exercise therapy.

d. Modalities that do not require the attendance or supervision of a licensed therapist. These include, but are not

limited to: (1) activities that are primarily social or recreational in nature; (2) simple exercise programs; (3) hot and cold packs applied in the absence of associated therapy modalities; (4) repetitive exercises or tasks that You can perform without a therapist, in a home setting; (5) routine dressing changes; and (6) custodial services that can ordinarily be taught to You or a caregiver.

e. Behavioral therapy, play therapy, communication therapy, and therapy for self-correcting language dysfunctions as part of speech therapy, physical therapy or occupational therapy programs. Behavioral therapy and play therapy for behavioral health diagnoses may be Covered under the Behavioral Health section (if applicable to Your Group Coverage).

f. Duplicate therapy. For example, when You receive both occupational and speech therapy, the therapies should provide different treatments and not duplicate the same treatment.

L. <u>Organ Transplants</u>

1. Organ transplant benefits are complex. In order to maximize Your benefits, You are **strongly encouraged** to contact the Administrator's Transplant Case Management department by calling the number on the back of Your ID card as soon as Your Practitioner tells You that You might need a transplant. Prior Authorization

   Transplant Services require Prior Authorization. Benefits for Transplant Services that have not received Prior Authorization will be reduced or denied.

2. Benefits

   Transplant benefits are different than benefits for other services. If a facility in the Blue Distinction Centers for Transplants (BDCT) Network is not used, benefits may be subject to reduced levels as outlined in Attachment C: Schedule of Benefits. All Transplant Services must meet medical criteria for the medical condition for which the transplant is recommended.

   You have access to three levels of benefits:

   a. **Blue Distinction Centers for Transplants (BDCT) Network:** If you have a transplant performed at a facility in the BDCT Network, You will receive the highest level of benefits for Covered Services. The administrator will pay at the benefit level listed in Attachment C: Schedule of Benefits for the BDCT Network. A facility in the BDCT Network cannot bill You for any amount over Your Out-of-Pocket Maximum, which limits Your liability. **Not all Network Providers are in the BDCT Network. Please check with Transplant Case Management to determine which facilities are in the BDCT Network for Your specific transplant type.**

   b. **Transplant Network:** If You want to receive the maximum benefit, You should use a facility in the BDCT Network. If You instead have a transplant performed at a facility in the Transplant Network (non-BDCT), the Administrator will pay at the benefit level listed in "Attachment C: Schedule of Benefits" for the Transplant Network. **Not all Network Providers are in the Transplant Network. Please check with the Transplant Case Management department to determine if the Transplant Network is the best network available for Your specific transplant type.**

   c. **Out-of-Network transplants:** If You have a transplant performed at a facility that is not in the BDCT Network or Transplant Network, You will receive the lowest level of benefits for Covered Services. The Administrator will pay at the benefit level listed in Attachment C: Schedule of Benefits for Out-of-Network Providers. **The Out-of-Network Provider has the right to bill You for any unpaid Billed Charges; this amount may be substantial. Please check with the Transplant Case Management department to determine if there are facilities available in the BDCT or Transplant Network for Your specific transplant type.**

   d. Note: When the BDCT Network does not include a facility that performs Your specific transplant type, the Plan will pay at the benefit level listed in "Attachment C: Schedule of Benefits" for either the Transplant Network or for Out-of-Network Provider, based on the facility that is used. **available in the BDCT Network for Your specific transplant type.**

3. Covered Services

   Benefits are payable for the following transplants if Medical Necessity and Medically Appropriate is determined and Prior Authorization is obtained:

   - Pancreas
   - Pancreas/Kidney
   - Kidney
   - Liver
   - Heart
   - Heart/Lung
   - Lung
   - Bone Marrow or Stem Cell transplant (allogeneic and autologous) for certain conditions
   - Small Bowel
   - Multi-organ transplants as deemed Medically Necessary

   Benefits may be available for other organ transplant procedures that, in Our discretion, are not Investigational and that are Medically Necessary and Medically Appropriate.

4. Organ and Tissue Procurement

   Organ and tissue acquisition/procurement are Covered Services, subject to the benefit level listed in "Attachment C: Schedule of Benefits" and limited to the services directly related to the Transplant itself:

   - Donor Search
   - Testing for donor's compatibility
   - Removal of the organ/tissue from the donor's body
   - Preservation of the organ/tissue
   - Transportation of the tissue/organ to the site of transplant
   - Donor follow up care directly related to the organ donation, except as otherwise indicated under Exclusions

   Note: Covered Services for the donor are Covered only to the extent not covered by other health coverage.

5. Travel Expenses for Transplant Recipients

   Travel Expenses for Transplant Services are Covered only if you go to a facility in the BDCT Network.

   Covered travel and lodging expenses must be approved by Transplant Case Management and include travel to and from the facility in the BDCT Network for a Covered transplant procedure and required post-transplant follow-up. Any travel expenses for follow-up visits occurring more than 12 months from the date of the transplant are not Covered. Covered travel expenses will not apply to the Deductible or Out-of-Pocket Maximum.

   - Meals and lodging expenses are Covered up to $150 per day, subject to the following:
     - Lodging expenses are limited to $50 per person per day
     - Meals are only Covered when provided at the facility where You are receiving inpatient medical care.
     - The aggregate limit for travel expenses, including meals and lodging, is $5,000 per Covered Transplant.

       For full details on available travel expenses, visit bcbst.com to review our administrative services policy. Enter "travel, meals and lodging" in the *Search* field.

6. Travel Expenses for Live Kidney Donors

   Travel expenses are available to help offset the costs a donor may incur when donating a kidney to Our Member, subject to the limits stated below.

   Covered travel expenses must be approved by the Transplant Case Management department and include travel to and from the transplant facility for the kidney donation procedure and required post-donation follow-up care.

   a. Covered travel expenses will not apply to the Deductible or Out-of-Pocket Maximum if donor is a Member.

   b. Meals and lodging expenses are Covered up to $150 per day, subject to the following:

      i. Lodging expenses are limited to $50 per person per day.

      ii. Meals are only Covered when provided at the facility where You are receiving inpatient medical care.

      iii. The aggregate limit for travel expenses, including meals and lodging, is $5,000 per kidney donation.

   For full details on available travel expenses, visit bcbst.com to review Our administrative services policy. Enter "travel, meals and lodging" in the *Search* field.

7. Exclusions

The following services, supplies and charges are not Covered under this section:

a. Transplant and related services, including donor services, that did not receive Prior Authorization;

b. Any attempted Covered Procedure that was not performed, except where such failure is beyond Your control;

c. Non-Covered Services;

d. Services that would be covered by any private or public research fund, regardless of whether You applied for or received amounts from such fund;

e. Any non-human, artificial or mechanical organ not determined to be Medically Necessary;

f. Payment to an organ donor or the donor's family as compensation for an organ, or payment required to obtain written consent to donate an organ;

g. Removal of an organ from a Member for purposes of transplantation into another person, except as Covered by the Donor Organ Procurement provision as described above;

h. Harvest, procurement, and storage of stem cells, whether obtained from peripheral blood, cord blood, or bone marrow when reinfusion is not scheduled or anticipated to be scheduled within an appropriate time frame for the patient's covered stem cell transplant diagnosis;

i. Other non-organ transplants (e.g., cornea) are not Covered under this Section, but may be Covered as an Inpatient Hospital Service or Outpatient Facility Service, if Medically Necessary.

j. Complications, side effects or injuries as a result of organ donation.

M. <u>Dental Services</u>

Medically Necessary and Medically Appropriate services performed by a doctor of dental surgery (DDS), a doctor of medical dentistry (DMD) or any Practitioner licensed to perform dental related oral surgery except as indicated below.

1. 1. Covered

a. Dental services and oral surgical care to treat head and neck cancer or to treat accidental injury to the jaw, sound natural teeth, mouth, or face, due to external trauma. The surgery and services to treat accidental injury must be started within 3 months and completed within 12 months of the accident.

b. General anesthesia, nursing and related hospital expenses in connection with an inpatient or outpatient dental procedure. This section does not provide Coverage for the dental procedure other than those set forth in subsection a. above, just the related expenses. Prior Authorization is required. Coverage of general anesthesia, nursing and related hospital expenses is provided for the following:

(1) Complex oral surgical procedures that have a high probability of complications due to the nature of the surgery;

(2) Concomitant systemic disease for which the patient is under current medical management and that significantly increases the probability of complications;

(3) Mental illness or behavioral condition that precludes dental surgery in the office;

(4) Use of general anesthesia and the Member's medical condition requires that such procedure be performed in a hospital; or

(5) Dental treatment or surgery performed on a Member 8 years of age or younger, where such procedure cannot be provided safely in a dental office setting.

c. Oral Appliances to treat obstructive sleep apnea, if Medically Necessary.

2. Exclusions

a. Treatment for routine dental care and related services including, but not limited to: (1) crowns; (2) caps; (3) plates; (4) bridges; (5) dental x-rays; (6) fillings; (7) tooth extraction; (8) periodontal surgery; (9) prophylactic removal of teeth; (10) root canals (11) preventive care (cleanings, x-rays); (12) replacement of teeth (including implants, false teeth, bridges); (13) bone grafts (alveolar surgery); (14) treatment of injuries caused by biting and chewing; (15) treatment of teeth roots; and (16) treatment of gums surrounding the teeth.

b. Treatment for correction of underbite, overbite, and misalignment of the teeth, including, but not limited to, braces for dental indications, and occlusal splints. This exclusion does not apply to Medically Necessary orthognathic Surgery.

c. Removal of impacted teeth, including wisdom teeth.

N. Temporomandibular Joint Dysfunction (TMJ)

Medically Necessary and Medically Appropriate services to diagnose and treat temporomandibular joint syndrome or dysfunction (TMJ or TMD).

1. Covered

   a. Diagnosis and treatment of TMJ or TMD. Non-surgical treatment of TMJ or TMD is limited as indicated in Attachment C: Schedule of Benefits.

   b. Surgical treatment of TMJ or TMD, if performed by a qualified oral surgeon or maxillofacial surgeon.

   c. Non-surgical TMJ includes: (1) history exam; (2) office visit; (3) x-rays; (4) diagnostic study casts; (5) medications; and (6) appliances to stabilize jaw joint and medications.

2. Exclusions

   a. Treatment for routine dental care and related services including, but not limited to: (1) crowns; (2) caps; (3) plates; (4) bridges; (5) dental x-rays; (6) fillings; (7) periodontal surgery; (8) prophylactic removal of teeth; (9) root canals; (10) preventive care (cleanings, x-rays); (11) replacement of teeth (including implants, false teeth, bridges); (12) bone grafts (alveolar surgery); (13) treatment of injuries caused by biting and chewing; (14) treatment of teeth roots; and (15) treatment of gums surrounding the teeth.

   b. Treatment for correction of underbite, overbite, and misalignment of the teeth including braces for dental indications.

O. Diagnostic Services

Medically Necessary and Medically Appropriate diagnostic radiology services and laboratory tests.

1. Covered

   a. Non-routine Diagnostic Services (see Attachment C: Schedule of Benefits for a list of Non-routine Diagnostic Services) ordered by a Practitioner.

   b. All other diagnostic services ordered by a Practitioner.

2. Exclusions

   a. Diagnostic services that are not Medically Necessary and Medically Appropriate.

   b. Diagnostic services not ordered by a Practitioner.

P. Durable Medical Equipment (DME)

Medically Necessary and Medically Appropriate medical equipment or items that: (1) in the absence of illness or injury, are of no medical or other value to You; (2) can withstand repeated use in an ambulatory or home setting; (3) require the prescription of a Practitioner for purchase; (4) are approved by the FDA for the illness or injury for which it is prescribed; and (5) are not for Your convenience.

1. Covered

   a. Rental of Durable Medical Equipment - Maximum allowable rental charge not to exceed the total Maximum Allowable Charge for purchase. If You rent the same type of equipment from multiple DME Providers, and the total rental charges from the multiple Providers exceed the purchase price of a single piece of equipment, You will be responsible for amounts in excess of the Maximum Allowable Charge for purchase.

   b. DME that meets the medical need for which it was requested, whether that be safety, assistance with activities of daily living, or support of bodily functions.

   c. The repair, adjustment or replacement of components and accessories necessary for the effective functioning of Covered Durable Medical Equipment.

   d. Supplies and accessories necessary for the effective functioning of Covered Durable Medical Equipment.

   e. The replacement of items needed as the result of normal wear and tear, defects, obsolescence or aging.

   f. Electric breast pump (one per pregnancy.

2. Exclusions

   a. Charges exceeding the total cost of the Maximum Allowable Charge to purchase the Durable Medical Equipment.

   b. Unnecessary repair, adjustment or replacement or duplicates of any such Durable Medical Equipment.

   c. Supplies and accessories that are not necessary for the effective functioning of the Covered Durable Medical Equipment.

   d. Items to replace those that were lost, damaged, stolen or prescribed as a result of new technology, except when the new technology is replacing items as a result of normal wear and tear, defects, or obsolescence and aging.

   e. Items that require or are dependent on alteration of home, workplace or transportation vehicle.

   f. Motorized scooters, exercise equipment, hot tubs, pools, saunas.

   g. Additional components or upgrades for appearance or functions not directly related to the medical need.

   h. Portable ramp for a wheelchair.

Q. Prosthetics/Orthotics

Medically Necessary and Medically Appropriate devices used to correct or replace all or part of a body organ or limb that may be malfunctioning or missing due to: (1) birth defect; (2) accident; (3) illness; or (4) surgery.

1. Covered

   a. The initial purchase of surgically implanted prosthetic or orthotic devices, including cochlear implants.

   b. The repair, adjustment or replacement of components and accessories necessary for the effective functioning of Covered equipment.

   c. Splints and braces that are custom made or molded, and are incident to a Practitioner's services or on a Practitioner's order.

   d. The replacement of Covered items required as a result of growth, normal wear and tear, defects or aging.

   e. The initial purchase of artificial limbs or eyes.

2. Exclusions

   a. Prosthetics primarily for cosmetic purposes, including but not limited to wigs, or other hair prosthesis or transplants.

   b. Items to replace those that were lost, damaged, stolen or prescribed as a result of new technology.

c. Foot orthotics, shoe inserts and custom made shoes except as required by law for diabetic patients or as a part of a leg brace.

d. Duplicate equipment.

R. Hearing Aids

Medically Necessary and Medically Appropriate Hearing Aids used to enhance hearing when sustained loss is due to (1) birth defect; (2) accident; (3) illness; or (4) Surgery. Cochlear implants are not considered Hearing Aids; see the "Prosthetics/Orthotics" section for benefits.

3. Covered Services

a) The initial purchase of Covered Hearing Aids for Members under age 18, limited as indicated in "Attachment C: Schedule of Benefits."

b) The repair, adjustment or replacement of components and accessories necessary for the effective functioning of Covered equipment, except as otherwise indicated under Exclusions.

4. Exclusions

a) Hearing Aids for Members age 18 or older.

b) Hearing Aid batteries, cords and other assistive listening devices such as FM systems.

c) Items to replace those that were lost, damaged, stolen or prescribed as a result of new technology.

S. Diabetes Treatment

Medically Necessary and Medically Appropriate diagnosis and treatment of diabetes. In order to be Covered, such services must be prescribed and certified by a Practitioner as Medically Necessary. The treatment of diabetes consists of medical equipment, supplies, and outpatient self-management training and education, including nutritional counseling.

1. Covered

a. Blood glucose monitors, including monitors designed for the legally blind;

b. Test strips for blood glucose monitors;

c. Visual reading and urine test strips;

d. Insulin;

e. Injection aids;

f. Syringes;

g. Lancets;

h. Insulin pumps, infusion devices, and appurtenances;

i. Oral hypoglycemic agents;

j. Podiatric appliances for prevention of complications associated with diabetes; and

k. Glucagon emergency kits.

2. Exclusions

a. Treatments or supplies that are not prescribed and certified by a Practitioner as being Medically Necessary.

b. Supplies not required by state statute.

c. Duplicate podiatric appliances.

T. Supplies

Medically Necessary and Medically Appropriate expendable and disposable supplies for the treatment of disease or injury.

1. Covered

a. Supplies for the treatment of disease or injury used in a Practitioner's office, outpatient facility, or inpatient facility.

b. Supplies for treatment of disease or injury that are prescribed by a Practitioner and cannot be obtained without a Practitioner's prescription.

2. Exclusions

a. Supplies that can be obtained without a prescription, except for diabetic supplies. Examples include but are not limited to: (1) Band-Aids; (2) dressing material for home use; (3) antiseptics, (4) medicated creams and ointments; (5) Q-Tips; and (6) eyewash.

U. Home Health Care Services

Medically Necessary and Medically Appropriate services and supplies authorized by the Plan and provided in Your home by a Practitioner who is primarily engaged in providing home health care services. Home visits by a skilled nurse require Prior Authorization. Therapy performed in the home does not require Prior Authorization.

1. Covered

a. Part-time, intermittent health services, supplies and medications, by or under the supervision of a registered nurse.

b. Home infusion therapy.

c. Rehabilitative therapies such as physical therapy, occupational therapy, etc.

(subject to the limitations of the Therapeutic/Rehabilitative benefit).

d. Medical social services.

e. Dietary guidance.

f. Coverage is limited as indicated in Attachment C: Schedule of Benefits.

2. Exclusions

a. Items such as non-treatment services for: (1) routine transportation; (2) homemaker or housekeeping services; (3) behavioral counseling; (4) supportive environmental equipment; (5) Maintenance Care or Custodial Care; (6) social casework; (7) meal delivery; (8) personal hygiene; (9) convenience items; and (10) home health aides.

b. Services that were not Authorized by the Plan.

V. Hospice

Medically Necessary and Medically Appropriate services and supplies for supportive care where life expectancy is 6 months or less.

1. 1. Covered

a. Benefits will be provided for: (1) part-time intermittent nursing care; (2) medical social services; (3) bereavement counseling; (4) medications for the control or palliation of the illness; (5) home health aide services; and (6) physical or respiratory therapy for symptom control.

2. Exclusions

a. Services such as: (1) homemaker or housekeeping services; (2) meals; (3) convenience or comfort items not related to the illness; (4) supportive environmental equipment; (5) private duty nursing; (6) routine transportation; (7) funeral or financial counseling.

W. Behavioral Health Services

Medically Necessary and Medically Appropriate treatment of mental health and substance abuse disorders, including Medication Assisted Treatment characterized by abnormal functioning of the mind or emotions and in which psychological, emotional or behavioral disturbances are the dominant features.

Prior Authorization is required for:

a) All inpatient levels of care, which include Acute care and residential care.

b) Partial hospitalization programs.

c) Intensive outpatient treatment programs.

d) Certain outpatient Behavioral Health Services including, but not limited to, electro-convulsive therapy (ECT), transcranial magnetic stimulation (TMS), applied behavior analysis (ABA) therapy, and psychological testing.

Visit bcbst.com or call the number on the back of Your ID card if You have questions about Prior Authorization requirements for Behavioral Health Services.

1. Covered

a. Inpatient services for care and treatment of mental health and substance use disorders.

b. Outpatient facility services, including partial hospitalization and intensive outpatient treatment programs for treatment of mental health and substance use disorders.

c. Practitioner visits for care and treatment of mental health and substance use disorders.

d. Drugs used for substance use disorder administered or dispensed directly by a Practitioner.

e. Telehealth.

2. Exclusions

a. Pastoral counseling.

b. Marriage and family counseling without a behavioral health diagnosis.

c. Vocational and educational training and/or services.

d. Custodial or domiciliary care.

e. Conditions without recognizable ICD codes, such as adult child of alcoholics, co-dependency and self-help programs.

f. Sleep disorders.

g. Court ordered examinations and treatment, unless Medically Necessary.

h. Pain management.

i. Hypnosis or regressive hypnotic techniques.

IMPORTANT NOTE: All inpatient treatment (including acute, residential, partial hospitalization and intensive outpatient

treatment) requires Prior Authorization. If You receive inpatient treatment, including treatment for substance abuse, that did not receive Prior Authorization, and You sign a Provider's waiver stating that You will be responsible for the cost of the treatment, You will not receive Plan benefits for the treatment if We determine that these services are not Medically Necessary. You will be financially responsible, according to the terms of the waiver.

Call the toll-free number indicated on the back of the membership ID card if You have questions about Your Behavioral Health Services benefit.

X. Vision

Medically Necessary and Medically Appropriate diagnosis and treatment of diseases and injuries that impair vision.

1. Covered
   a. Services and supplies for the diagnosis and treatment of diseases and injuries to the eye.
   b. First set of eyeglasses or contact lens required to adjust for vision changes due to cataract surgery and obtained within 6 months following the surgery.
   c. Contact lenses for treatment of keratoconus.
   d. One (1) retinopathy screening for diabetics per Annual Benefit Period.
2. Exclusions

   Benefits will not be provided for the following services, supplies or charges:

   a. Routine vision services, including services, Surgeries and supplies to detect or correct refractive errors of the eyes.
   b. Eyeglasses, contact lenses and examinations for the fitting of eyeglasses and contact lenses.
   c. Eye exercises and/or therapy.
   d. Visual training.
   e. The replacement of contacts after the initial pair has been provided following cataract Surgery.

Y. Drugs – Medical Coverage

Medically Necessary and Medically Appropriate Prescription Drugs for the treatment of disease or injury. .

Prior Authorization may be required for certain Prescription Drugs.

1. Covered
   a. Treatment of phenylketonuria (PKU), including special dietary formulas while under the supervision of a Practitioner.
   b. As prescribed for the treatment of diabetes: blood glucose monitors, including monitors designed for the legally blind; test strips for glucose monitoring; visual reading and urine test strips; insulin; injection aids; syringes; lancets; oral hypoglycemic agents; glucagon emergency kits; and injectable incretin mimetics when usedin conjunction with selected Prescription Drugs for the treatment of diabetes.
   c. Drugs, dietary supplements and vitamins with a Prescription that are listed with an A or B recommendation by the United States Preventive Services Task Force (USPSTF).
2. Exclusions
   a. Prescription Drugs except as indicated in this EOC.
   b. Those pharmaceuticals that may be purchased without a prescription.

Z. Specialty Drugs

Medically Necessary and Medically Appropriate Specialty Drugs used to treat chronic, complex conditions and that typically require special handling, administration or monitoring. Prior Authorization is required for certain Specialty Drugs; if Prior Authorization is not obtained benefits will be reduced. Call customer service at the number listed on Your membership ID card or check Our web site (www.bcbst.com) to find out which Specialty Drugs require Prior Authorization.

1. Covered
   a. Provider administered Specialty Drugs as identified on the Provider-administered Specialty Drug list. The current list can be found at bcbst.com or by calling the number on the back of Your ID card.
2. Exclusions
   a. Self-administered Specialty Drugs.
   b. FDA-approved drugs used for purposes other than those approved by the FDA, unless the drug is recognized for the treatment of the particular indication in one of the standard reference compendia.

EVIDENCE OF COVERAGE

ATTACHMENT B:
EXCLUSIONS FROM COVERAGE

This EOC does not provide benefits for the following services, supplies or charges:

1. Services or supplies not listed as Covered Services under Attachment A: Covered Services.
2. Services or supplies that are determined to be not Medically Necessary and Medically Appropriate or have not been authorized by the Plan.
3. Services or supplies that are Investigational in nature including, but not limited to: (1) drugs; (2) biologicals; (3) medications; (4) devices; and (5) treatments.
4. When more than one treatment alternative exists, each is Medically Appropriate and Medically Necessary, and each would meet Your needs, the Plan reserves the right to provide payment for the least expensive Covered Service alternative.
5. Illness or injury resulting from war and covered by: (1) veteran's benefit; or (2) other coverage for which You are legally entitled and that occurred before Your Coverage began under this EOC.
6. Self-treatment or training.
7. Staff consultations required by hospital or other facility rules.
8. Services that are free.
9. Services or supplies for the treatment of work related illness or injury, regardless of the presence or absence of workers' compensation coverage.
10. Personal, physical fitness, recreational and convenience items and services such as: (1) barber and beauty services; (2) television; (3) air conditioners; (4) humidifiers; (5) air filters; (6) heaters, (7) physical fitness equipment; (8) saunas; (9) whirlpools; (10) water purifiers; (11) swimming pools; (12) tanning beds; (13) weight loss programs; (14) physical fitness programs; or (15) self-help devices, programs or applications (including but not limited to mobile medical applications) of any type, whether for medical, behavioral health or non-medical use, unless such mobile application is approved in advance by BlueCross to be used in connection with a wellness program offered by BlueCross.
11. Services that are not ordered, provided, or Authorized by Your physician.
12. Services or supplies received before Your effective date for Coverage with this Plan.
13. Services or supplies related to a Hospital Confinement received before Your effective date for Coverage with this Plan.
14. Services or supplies received in a dental or medical department maintained by or on behalf of the Employer, mutual benefit association, labor union or similar group.
15. Charges for telephone consultations, e-mail or web based consultations, except as otherwise stated in this EOC.
16. Services for providing requested medical information or completing forms. We will not charge You or Your legal representative for statutorily required copying charges.
17. Court ordered examinations and treatment, unless Medically Necessary.
18. Room, board and general nursing care rendered on the date of discharge, unless admission and discharge occur on the same day.
19. Charges in excess of the Maximum Allowable Charge for Covered Services.
20. Any service stated in Attachment A as a non-Covered Service or limitation.
21. Charges for services performed by You or Your spouse, or Your or Your spouse's parent, sister, brother or child.
22. Any charges for handling fees.
23. Safety items, or items to affect performance primarily in sports-related activities.
24. Services considered Cosmetic, except as appropriate per medical policy. This exclusion also applies to surgeries to improve appearance following a prior Surgical Procedure, even if that prior procedure was a Covered Service. Cosmetic services include, but are not limited to: (1) breast augmentation; (2) sclerotherapy injections, laser or other treatment of spider veins and varicose veins; (3) rhinoplasty, (4) panniculectomy/abdominoplasty, and (5) Botulinum toxin.
25. Services that are always considered Cosmetic include, but are not limited to, (1) removal of

tattoos; (2) facelifts; (3) body contouring or body modeling; (4) injections to smooth wrinkles; (5) piercing ears or other body parts; (6) rhytidectomy or rhytidoplasty; (7) thighplasty; (8) brachioplasty; (9) keloid removal; (10) dermabrasion; (11) chemical peels; (12) lipectomy; and (13) laser resurfacing.

26. Charges relating to surrogate pregnancy when the surrogate mother is not a Covered Member under this Plan.
27. Sperm preservation.
28. Services or supplies for Maintenance Care.
29. Private duty nursing.
30. Removal of impacted teeth, including wisdom teeth.
31. Services or supplies related to treatment of complications (except complications of pregnancy) that are a direct or closely related result of a Member's refusal to accept treatment, medicines, or a course of treatment that a Provider has recommended or has been determined to be Medically Necessary, including leaving an inpatient medical facility against the advice of the treating physician.
32. Professional services for maternity delivery in a home setting or location other than a licensed hospital or birthing center.
33. Services or supplies related to complications of non-covered services.
34. Intradiscal annuloplasty to treat discogenic back pain. This procedure provides controlled delivery of heat to the intervertebral disc through an electrode or coil.
35. Travel immunizations.

EVIDENCE OF COVERAGE

ATTACHMENT C: PPO SCHEDULE OF BENEFITS

Group Name: City of Knoxville
Group Number: 111174
Effective Date: January 1, 2021
Network: P and S
Options 1 and 2

Benefit percentages apply to the BlueCross Maximum Allowable Charge. In-Network level applies to services received from Network Providers and Non-Contracted Providers.

Out-of-Network benefit percentages apply to BlueCross Maximum Allowable Charge. Member is responsible for any amount exceeding the Maximum Allowable Charge for services received from Out-of-Network Providers and Non-Contracted Providers.

Covered Services	In-Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
Preventive Health Care Services		
Well Child Care (to age 6)	100%	60% of the Maximum Allowable Charge after Deductible
Well Woman Exam	100%	60% of the Maximum Allowable Charge after Deductible
Preventive Mammogram, Cervical Cancer Screening and Prostate cancer Screening	100%	60% of the Maximum Allowable Charge after Deductible
Immunizations	100%	60% of the Maximum Allowable Charge after Deductible
Preventive/Well Care Services Includes preventive health exam, screenings and counseling services. Tobacco use counseling performed in a primary care setting, limited to 8 visits per Annual Benefit Period; Alcohol misuse counseling performed in a primary care setting, limited to 8 visits per Annual Benefit Period; Dietary counseling for adults with hyperlipidemia, hypertension, obesity, Type 2 diabetes, coronary artery disease and/or congestive heart failure limited to 12 visits annually.	100%	60% of the Maximum Allowable Charge after Deductible
Other Wellcare Screenings, age 6 and above, including flexible sigmoidoscopy or colonoscopy	100%	60% of the Maximum Allowable Charge after Deductible
Lactation counseling by a trained provider during pregnancy or in the post-partum period. Limited to one visit per pregnancy.	100%	60% of the Maximum Allowable Charge after Deductible
Manual or Electric Breast Pump, limited to one per pregnancy	100%	60% of the Maximum Allowable Charge after Deductible
FDA-approved contraceptive methods, sterilization procedures and counseling for women with reproductive capacity.	100%	60% of the Maximum Allowable Charge after Deductible

Covered Services	In-Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
One (1) retinopathy screening for diabetics per Annual Benefit Period	100%	Not Covered
Hemoglobin A1C test	100%	60% of the Maximum Allowable Charge after Deductible
Services Received at the Practitioner's office		
Office Exams and Consultations		
Diagnosis and treatment of injury or illness, including medical and behavioral health conditions	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Behavioral Health office visits	80%	60% of the Maximum Allowable Charge after Deductible
Maternity care	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Injections and Immunizations		
Allergy injections and allergy extract	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Provider-administered Specialty Drugs	100% after $40 Copayment	60% of the Maximum Allowable Charge after Deductible
All other injections, excluding Specialty Drugs For surgery injections, please see Office Surgery under the Other office procedures, services or supplies section.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Diagnostic Services (e.g. x-ray and labwork)		
Allergy Testing	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Advanced Radiological Imaging Includes CT scans, MRIs, PET scans, nuclear medicine and other similar technologies	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
All Other Diagnostic Services for illness or injury	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Maternity care diagnostic services	80% after Deductible	60% of the Maximum Allowable Charge after Deductible

Covered Services	In-Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
Other office procedures, services or supplies		
Office Surgery, including anesthesia, performed in and billed by the Practitioner's office Some procedures require Prior Authorization. Call Our consumer advisors to determine if Prior Authorization is required. If Prior Authorization is required and not obtained, benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers). (See the Prior Authorization section for more information). Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization. Surgeries include incisions, excisions, biopsies, injection treatments, fracture treatments, applications of casts and splints, sutures, and invasive diagnostic services (e.g., colonoscopy, sigmoidoscopy and endoscopy).	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Sterilization procedures	100%	60% of the Maximum Allowable Charge after Deductible
Therapy Services: Physical and occupational unlimited with Prior Authorization. Speech limited to 30 visits per Annual Benefit Period Chiropractic limited to 20 visits per Annual Benefit Period Cardiac and pulmonary rehab limited to 36 visits per Annual Benefit Period Limits do not apply to services for treatment of autism spectrum disorders.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Non-routine treatments: Includes renal dialysis, radiation therapy, chemotherapy and infusions. Does not apply to Specialty Drugs.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
DME, Orthotics and Prosthetics	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Supplies	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
All Other Office services	80% after Deductible	60% of the Maximum Allowable Charge after Deductible

Covered Services	In-Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
Services Received at a Facility		
Inpatient Hospital Stays and Behavioral Health Services: Inpatient hospital stays (except initial maternity admission) and Behavioral Health Services require a Prior Authorization. Benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers) when Prior Authorization is not obtained. (See the Prior Authorization section for more information) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization.		
Facility charges and Hospice Care	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Practitioner charges (including global maternity delivery charges billed as inpatient service)	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Sterilization procedures	100%	60% of the Maximum Allowable Charge after Deductible
Skilled Nursing or Rehab Facility stays **(Limited to 60 days per Annual Benefit Period)** Prior Authorization required. Benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers) when Prior Authorization is not obtained. (See the Prior Authorization section for more information.) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization.		
Facility charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Practitioner charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Hospital Emergency Care Services (Whether the Practitioner is considered an Emergency physician and therefore reimbursable under this benefit is determined by the place of service on the claim.)		
Emergency Room charges	100% after $150 Copayment	100% of the Maximum Allowable Charge after $150 Copayment
Advanced Radiological Imaging Services Includes CT scans, MRIs, PET scans, nuclear medicine and other similar technologies.	80% after Deductible	80% of the Maximum Allowable Charge after Deductible
All Other Hospital charges	100%	100% of the Maximum Allowable Charge
Practitioner Charges	100%	100% of the Maximum Allowable Charge
Outpatient Facility Services including Behavioral Health Intensive Outpatient and Partial Hospitalization Some procedures require Prior Authorization. Call Our consumer advisors to determine if Prior Authorization is required. If Prior Authorization is required and not obtained, benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers). (See the Prior Authorization section for more information.) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization. Surgeries include invasive diagnostic services (e.g., colonoscopy, sigmoidoscopy).		
Facility charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Practitioner charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Sterilization procedures	100%	60% of the Maximum Allowable Charge after Deductible

Covered Services	In-Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
Outpatient Diagnostic Services		
Advanced Radiological Imaging Includes CT scans, MRIs, PET scans, nuclear medicine and similar technologies.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
All other Diagnostic Services for illness or injury	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Maternity care diagnostic services	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Other Outpatient procedures services, or supplies		
Non-routine injections, immunizations and treatments: Includes renal dialysis, radiation therapy, chemotherapy and infusions. Does not apply to Specialty Drugs. See Provider Administered Specialty Drugs section for applicable benefit.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Therapy Services: Physical and occupational unlimited with Prior Authorization. Speech limited to 30 visits per Annual Benefit Period Chiropractic limited to 20 visits per Annual Benefit Period Cardiac and pulmonary rehab limited to 36 visits per Annual Benefit Period Acupuncture limited to 20 visits per Annual Benefit Period Limits do not apply to services for treatment of autism spectrum disorders.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
DME, Orthotics and Prosthetics	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Supplies	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Provider-administered Specialty Drugs	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
All Other services received at an Outpatient Facility, including chemotherapy, radiation therapy, injections, infusions, and dialysis	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Other Services		
Ground Ambulance	80% of the Billed Charges after Deductible	80% of the Billed Charges after Deductible
Air Ambulance	80% after Deductible	80% of the Billed Charges after Deductible
Home Health Care Services, including home infusion therapy Prior Authorization is required for skilled nurse visits in the home. Therapy provided in the home does not require Prior Authorization.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible

Covered Services	In-Network Benefits for Covered Services received from Network Providers		Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
Outpatient Hospice Care	100%		60% of the Maximum Allowable Charge after Deductible
DME, Orthotics and Prosthetics	80% after Deductible		60% of the Maximum Allowable Charge after Deductible
Supplies	80% after Deductible		60% of the Maximum Allowable Charge after Deductible
Hearing Aids for Members under age 18 Limited to one per ear every 3 years (as determined by Your Annual Benefit Period)	80% after Deductible		60% of the Maximum Allowable Charge after Deductible
Evaluation & Testing of Infertility	80% after Deductible		60% of the Maximum Allowable Charge after Deductible
PhysicianNow consultations for medical, dermatology and counseling services via telephone, tablet or computer See the "Health and Wellness" section of this EOC for more information.	$10 Copayment per visit		Not Covered
On-site clinic	$10 Copayment for radiology services and allergy testing/treatment $10 Copay for ancillary services if billed with no office visit. No Copayment applies for ancillary services if office visit billed. Maximum $10 Copayment per Provider per date of service		Not Covered
Medical Vision Care			
Vision exam for the treatment of injuries and diseases of the eye	80% after Deductible		60% of the Maximum Allowable Charge after Deductible
Frames, lenses, and contacts Covered following treatment and surgery to repair certain injuries and diseases that impair vision	80% after Deductible		60% of the Maximum Allowable Charge after Deductible
Organ Transplant Services			
Transplant Services All Transplant Services require Prior Authorization. Call customer service before any pre-transplant evaluation or other transplant service is performed to request Prior Authorization, and to determine if there are facilities available in the BDCT Network for Your specific transplant type. See the "Prior Authorization, Care Management, Medical Policy and Patient Safety" and "Organ Transplants" section of this EOC for more information.	**Blue Distinction Centers for Transplants (BDCT) Network:** 80% after Network Deductible, Network Out-of-Pocket Maximum applies.	**Transplant Network:** 80% after Network Deductible, Network Out-of-Pocket Maximum applies.	**Out-of-Network Providers**: 60% of the Maximum Allowable Charge, after Out-of-Network Deductible, Out-of-Network Out-of-Pocket Maximum applies.

Miscellaneous Limits:	In-Network Providers	Out-of-Network Providers

	In-Network Services received from Network Providers	Out-of-Network Services received from Out-of-Network Providers
Deductible		
Individual	$500	$1,000
Family	$1,000	$2,000
Out-of-Pocket Maximum		
Individual	$2,500	$7,500
Family	$5,000	$15,000

EVIDENCE OF COVERAGE

ATTACHMENT C: PPO SCHEDULE OF BENEFITS

Group Name: City of Knoxville
Group Number: 111174
Effective Date: January 1, 2021
Network: P and S
Options 3 and 4

Benefit percentages apply to the BlueCross Maximum Allowable Charge. In-Network level applies to services received from Network Providers and Non-Contracted Providers.

Out-of-Network benefit percentages apply to BlueCross Maximum Allowable Charge. Member is responsible for any amount exceeding the Maximum Allowable Charge for services received from Out-of-Network Providers and Non-Contracted Providers.

Covered Services	In-Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
Preventive Health Care Services		
Well Child Care (to age 6)	100%	60% of the Maximum Allowable Charge after Deductible
Well Woman Exam	100%	60% of the Maximum Allowable Charge after Deductible
Preventive Mammogram, Cervical Cancer Screening and Prostate cancer Screening	100%	60% of the Maximum Allowable Charge after Deductible
Immunizations	100%	60% of the Maximum Allowable Charge after Deductible
Preventive/Well Care Services Includes preventive health exam, screenings and counseling services performed in a primary care setting, limited to 8 visits per Annual Benefit Period; Alcohol misuse counseling performed in a primary care setting, limited to 8 visits per Annual Benefit Period; Dietary counseling for adults with hyperlipidemia, hypertension, obesity, Type 2 diabetes, coronary artery disease and/or congestive heart failure limited to 12 visits annually.	100%	60% of the Maximum Allowable Charge after Deductible
Other Well Care Screenings, age 6 and above, including flexible sigmoidoscopy or colonoscopy	100%	60% of the Maximum Allowable Charge after Deductible
Lactation counseling by a trained provider during pregnancy or in the post-partum period. Limited to one visit per pregnancy.	100%	60% of the Maximum Allowable Charge after Deductible
Manual /Electric Breast Pump, limited to one per pregnancy	100%	60% of the Maximum Allowable Charge after Deductible
FDA-approved contraceptive methods, sterilization procedures and counseling for women with reproductive capacity.	100%	60% of the Maximum Allowable Charge after Deductible
One (1) retinopathy screening for diabetics per Annual Benefit Period	100%	Not Covered
Hemoglobin A1C test	100%	60% of the Maximum Allowable Charge after Deductible

Covered Services	In-Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
Services Received at the Practitioner's office		
Office Exams and Consultations		
Diagnosis and treatment of injury or illness, including medical and behavioral health conditions	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Behavioral Health office visits	80%	60% of the Maximum Allowable Charge after Deductible
Maternity care	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Injections and Immunizations		
Allergy injections and allergy extract	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Provider-administered Specialty Drugs	100% after $40 Copayment	60% of the Maximum Allowable Charge after Deductible
All other injections, excluding Specialty Drugs For surgery injections, please see Office Surgery under the Other office procedures, services or supplies section.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Diagnostic Services (e.g. x-ray and labwork)		
Allergy Testing	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Advanced Radiological Imaging Includes CT scans, MRIs, PET scans, nuclear medicine and other similar technologies	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
All Other Diagnostic Services for illness or injury	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Maternity care diagnostic services	80% after Deductible	60% of the Maximum Allowable Charge after Deductible

Covered Services	In-Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
Other office procedures, services or supplies		
Office Surgery, including anesthesia, performed in and billed by the Practitioner's office Some procedures require Prior Authorization. Call Our consumer advisors to determine if Prior Authorization is required. If Prior Authorization is required and not obtained, benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers). (See the Prior Authorization section for more information). Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization. Surgeries include incisions, excisions, biopsies, injection treatments, fracture treatments, applications of casts and splints, sutures, and invasive diagnostic services (e.g., colonoscopy, sigmoidoscopy and endoscopy).	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Sterilization procedures	100%	60% of the Maximum Allowable Charge after Deductible
Therapy Services: Physical and occupational unlimited visits with Prior Authorization. Speech limited to 30 visits per Annual Benefit Period. Chiropractic limited to 20 visits per Annual Benefit Period Cardiac and pulmonary rehab limited to 36 visits per Annual Benefit Period Limits do not apply to services for treatment of autism spectrum disorders.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Non-routine treatments: Includes renal dialysis, radiation therapy, chemotherapy and infusions. Does not apply to Specialty Drugs.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
DME, Orthotics and Prosthetics	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Supplies	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
All Other Office services	80% after Deductible	60% of the Maximum Allowable Charge after Deductible

Covered Services	In-Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
Services Received at a Facility		
Inpatient Hospital Stays and Behavioral Health Services: Inpatient hospital stays (except initial maternity admission) and Behavioral Health Services require a Prior Authorization. Benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers) when Prior Authorization is not obtained. (See the Prior Authorization section for more information) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization.		
Facility charges and Hospice Care	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Practitioner charges (including global maternity delivery charges billed as inpatient service)	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Sterilization procedures	100%	60% of the Maximum Allowable Charge after Deductible
Skilled Nursing or Rehab Facility stays **(Limited to 60 days per Annual Benefit Period)** Prior Authorization required. Benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers) when Prior Authorization is not obtained. (See the Prior Authorization section for more information.) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization.		
Facility charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Practitioner charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Hospital Emergency Care Services (Whether the Practitioner is considered an Emergency physician and therefore reimbursable under this benefit is determined by the place of service on the claim.)		
Emergency Room charges	80% after Deductible	80% of the Maximum Allowable Charge after Deductible
Advanced Radiological Imaging Services Includes CT scans, MRIs, PET scans, nuclear medicine and other similar technologies.	80% after Deductible	80% of the Maximum Allowable Charge after Deductible
All Other Hospital charges	80% after Deductible	80% of the Maximum Allowable Charge after Deductible
Practitioner Charges	80% after Deductible	80% of the Maximum Allowable Charge after Deductible
Outpatient Facility Services including Behavioral Health Intensive Outpatient and Partial Hospitalization Some procedures require Prior Authorization. Call Our consumer advisors to determine if Prior Authorization is required. If Prior Authorization is required and not obtained, benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers). (See the Prior Authorization section for more information.) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization. Surgeries include invasive diagnostic services (e.g., colonoscopy, sigmoidoscopy).		
Facility charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Practitioner charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Sterilization procedures	100%	60% of the Maximum Allowable Charge after Deductible

Covered Services	In-Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
Outpatient Diagnostic Services		
Advanced Radiological Imaging Includes CT scans, MRIs, PET scans, nuclear medicine and similar technologies.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
All other Diagnostic Services for illness or injury	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Maternity care diagnostic services	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Other Outpatient procedures services, or supplies		
Non-routine injections, immunizations and treatments: Includes renal dialysis, radiation therapy, chemotherapy and infusions. Does not apply to Specialty Drugs. See Provider Administered Specialty Drugs section for applicable benefit.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Therapy Services: Physical and occupational unlimited visits with Prior Authorization. Speech limited to 30 visits per Annual Benefit Period. Chiropractic limited to 20 visits per Annual Benefit Period Cardiac and pulmonary rehab limited to 36 visits per Annual Benefit Period Acupuncture limited to 20 visits per Annual Benefit Period Limits do not apply to services for treatment of autism spectrum disorders.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
DME, Orthotics and Prosthetics	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Supplies	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Provider-administered Specialty Drugs	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
All Other services received at an Outpatient Facility, including chemotherapy, radiation therapy, injections, infusions, and dialysis	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Other Services		
Ground Ambulance	80% of the Billed Charges after Deductible	80% of the Billed Charges after Deductible
Air Ambulance	80% after Deductible	80% of the Billed Charges after Deductible

Covered Services	In-Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
Home Health Care Services, including home infusion therapy Prior Authorization is required for skilled nurse visits in the home. Therapy provided in the home does not require Prior Authorization.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Outpatient Hospice Care	100%	60% of the Maximum Allowable Charge after Deductible
DME, Orthotics and Prosthetics	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Supplies	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Hearing Aids for Members under age 18 Limited to one per ear every 3 years (as determined by Your Annual Benefit Period)	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Evaluation & Testing of Infertility	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
PhysicianNow consultations for medical, dermatology and counseling services via telephone, tablet or computer See the "Health and Wellness" section of this EOC for more information.	$10 Copayment per visit	Not Covered
On-site clinic	$10 Copayment for radiology services and allergy testing/treatment $10 Copay for ancillary services if billed with no office visit. No Copayment applies for ancillary services if office visit billed. Maximum $10 Copayment per Provider per date of service	N/A
Medical Vision Care		
Vision exam for the treatment of injuries and diseases of the eye	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Frames, lenses, and contacts Covered following treatment and surgery to repair certain injuries and diseases that impair vision	80% after Deductible	60% of the Maximum Allowable Charge after Deductible

Covered Services	In-Network Benefits for Covered Services received from Network Providers		Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
Organ Transplant Services			
Transplant Services All Transplant Services require Prior Authorization. Call customer service before any pre-transplant evaluation or other transplant service is performed to request Prior Authorization, and to determine if there are facilities available in the BDCT Network for Your specific transplant type. See the "Prior Authorization, Care Management, Medical Policy and Patient Safety" and "Organ Transplants" section of this EOC for more information.	**Blue Distinction Centers for Transplants (BDCT) Network:** 80% after Network Deductible, Network Out-of-Pocket Maximum applies.	**Transplant Network:** 80% after Network Deductible, Network Out-of-Pocket Maximum applies	**Out-of-Network Providers**:60% of the Maximum Allowable Charge, after Out-of-Network Deductible, Out-of-Network Out-of-Pocket Maximum applies.

Miscellaneous Limits:	In-Network Providers	Out-of-Network Providers
	In-Network Services received from Network Providers	Out-of-Network Services received from Out-of-Network Providers
Deductible		
Individual	$1,000	$2,000
Family	$2,000	$4,000
Out-of-Pocket Maximum		
Individual	$2,500	$7,500
Family	$5,000	$15,000

REWARDS OR INCENTIVES

Any reward or incentive You receive under a health or wellness program may be taxable. Talk to Your tax advisor for guidance. Rewards or incentives may include cash or cash equivalents, merchandise, gift cards, debit cards, Premium discounts or rebates, contributions toward Your health savings account (if applicable), or modifications to a co-payment, co-insurance, or deductible amount.

OUR PAYMENT METHODS FOR NETWORK PROVIDERS

Our agreements with Network Providers include different payment arrangements. We use various alternative Provider payment methodologies including, but not limited to, Diagnosis Related Group (DRG) payments, discounted fee-for-service payments, patient-centered medical home programs, bundled payments for episodes of care, pay-for-performance initiatives, and other quality improvement and/or cost containment programs.

STATEMENT OF RIGHTS UNDER THE NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Under federal law, group health plans and health insurance issuers offering group health insurance coverage generally may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a delivery by cesarean section. However, the plan or issuer may pay for a shorter stay if the attending provider (e.g., Your physician, nurse midwife, or physician assistant), after consultation with the mother, discharges the mother or newborn earlier. Also, under federal law, plans and issuers may not set the level of benefits or out-of pocket costs so that any later portion of the 48-hour (or 96-hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay. In addition, a plan or issuer may not, under federal law, require that a physician or other health care provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, to use certain providers or facilities, or to reduce Your Out of-Pocket costs, You may be required to obtain precertification. For information on precertification, contact Your plan administrator.

IMPORTANT NOTICE FOR MASTECTOMY PATIENTS

Patients who undergo a mastectomy and who elect breast reconstruction in connection with the mastectomy are entitled to coverage for:

- All stages of Reconstruction of the breast on which the mastectomy was performed;
- surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- prostheses and treatment of physical complications at all stages of the mastectomy, including lymphedemas

The Coverage will be provided subject to the same Coinsurance, Copays and Deductibles established for other benefits under this Plan. Please refer to the Covered Services section of this EOC for details.

UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994

A Subscriber may continue his or her Coverage and Coverage for his or her Dependents during military leave of absence in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994. When the Subscriber returns to work from a military leave of absence, the Subscriber will be given credit for the time the Subscriber was covered under the Plan prior to the leave. Check with the Employer to see if this provision applies.

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW HEALTH PLAN INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW THIS NOTICE CAREFULLY, THEN KEEP IT ON FILE FOR REFERENCE.

LEGAL OBLIGATIONS

Employer and some subsidiaries and affiliates are required to maintain the privacy of all health plan information, which may include Your: name, address, diagnosis codes, etc., as required by applicable laws and regulations (hereafter referred to as "legal obligations"); provide this notice of privacy practices to all Members; inform Members of the Employer's legal obligations; and advise Members of additional rights concerning their health plan information. Employer must follow the privacy practices contained in this notice from its effective date until this notice is changed or replaced.

Employer reserves the right to change its privacy practices and the terms of this notice at any time, as permitted by the legal obligations. Any changes made in these privacy practices will be effective for all health plan information that is maintained including health plan information created or received **before the changes are made**. All Members will be notified of any changes by receiving a new notice of the Employer's privacy practices.

You may request a copy of this notice of privacy practices at any time by contacting the Employer at the address at the end of this notice.

ORGANIZATIONS COVERED BY THIS NOTICE

This notice applies to the privacy practices of the Employer and may apply to some subsidiaries or affiliates. Health plan information about Members may be shared among these organizations as needed for treatment, payment or health care operations. As the Employer procures or creates new business lines, they may be required to follow the terms defined in this notice of privacy practices.

Subsidiaries or affiliates that do not receive or have access to Your health plan information and are to be excluded from this notice of privacy practices include: The non-healthcare components of the Employer.

USES AND DISCLOSURES OF YOUR INFORMATION

Your health plan information may be used and disclosed for treatment, payment, and health care operations. For example:

TREATMENT: Your health plan information may be disclosed to a healthcare provider that asks for it to provide treatment.

PAYMENT: Your health plan information may be used or disclosed to pay claims for services or to coordinate benefits that are covered under Your health insurance policy.

HEALTH CARE OPERATIONS: Your health plan information may be used and disclosed to determine premiums, conduct quality assessment and improvement activities, to engage in care coordination or case management, accreditation, conducting and arranging legal services, fraud prevention and investigation, wellness, disease management, and for other similar administrative purposes.

AUTHORIZATIONS: You may provide written authorization to use Your health plan information or to disclose it to anyone for any purpose. You may revoke Your authorization in writing at any time. That revocation will not affect any use or disclosure permitted by Your authorization while it was in effect. Employer cannot use or disclose Your health plan information except those described in this notice, without Your written authorization. Examples of where an authorization would be required include: most uses and disclosures of psychotherapy notes (if recorded by a covered entity), uses and disclosures for marketing purposes, disclosures that constitute a sale of PHI, other uses and disclosures not described in this notice.

PERSONAL REPRESENTATIVE: Your health plan information may be disclosed to a family member, friend or other person as necessary to help with Your health care or with payment for Your health care. You must agree the Employer may do so, as described in the Individual Rights section of this notice.

PLAN SPONSORS: Your health plan information and the health plan information of others enrolled in Your group health plan may be disclosed to Your plan sponsor in order to perform plan administration functions. Please see Your plan documents for a full description of the uses and disclosures the plan sponsor may make of Your health plan information in such circumstances.

UNDERWRITING: Your health plan information may be received for underwriting, premium rating or other activities relating to the creation, renewal or replacement of a health insurance or benefits contract. If the Employer does not issue that contract, Your health plan information will not be used or further disclosed for any other purpose, except as required by law. Additionally, health plans are prohibited from using or disclosing genetic information of an individual for underwriting purposes pursuant to the Genetic Information Nondiscrimination Act of 2008 (GINA).

MARKETING: Your health plan information may be used to provide information about health-related benefits, services or treatment alternatives that may be of interest to You. Your health plan information may be disclosed to a business associate assisting us in providing that information to You. We will not market products or services other than health-related products or services to You unless You affirmatively opt-in to receive information about non-health products or services We may be offering. You have the right to opt out of fundraising communications.

RESEARCH: Your health plan information may be used or disclosed for research purposes, as allowed by law.

YOUR DEATH: If You die, Your health plan information may be disclosed to a coroner, medical examiner, funeral director or organ procurement organization.

AS REQUIRED BY LAW: Your health plan information may be used or disclosed as required by state or federal laws.

COURT OR ADMINISTRATIVE ORDER: Health plan information may be disclosed in response to a court or administrative order, subpoena, discovery request, or other lawful process, under certain circumstances.

VICTIM OF ABUSE: If You are reasonably believed to be a victim of abuse, neglect, domestic violence or other crimes, health plan information may be released to the extent necessary to avert a serious threat to Your health or safety or to the health or safety of others. Health plan information may be disclosed, when necessary, to assist law enforcement officials to capture an individual who has admitted to participation in a crime or has escaped from lawful custody.

MILITARY AUTHORITIES: Health plan information of Armed Forces personnel may be disclosed to military authorities under certain circumstances. Health plan information may be disclosed to authorized federal officials as required for lawful intelligence, counterintelligence, and other national security activities.

INDIVIDUAL RIGHTS

1. **DESIGNATED RECORD SET:** You have the right to look at or get copies of Your health plan information, with limited exceptions. You must make a written request, using a form available from the Privacy Office, to obtain access to Your health plan information. If You request copies of Your health plan information, You will be charged 25¢ per page, $10 per hour for staff time required to copy that information, and postage if You want the copies mailed to You. If You request an alternative format, the charge will be based upon the cost of providing Your health plan information in the requested format. If You prefer, the Employer will prepare a summary or explanation of Your health plan information for a fee. For a more detailed explanation of the fee structure, please contact the Privacy Office. Employer requires advance payment before copying Your health plan information.
2. **ACCOUNTING OF DISCLOSURES:** You have the right to receive an accounting of any disclosures of Your health plan information made by the Employer or a business associate for any reason, other than treatment, payment, health care operations purposes within the past six years. This accounting will include the date the disclosure was made, the name of the person or entity the disclosure was made to, a description of the health plan information disclosed, the reason for the disclosure, and certain other information. If You request an accounting more than once in a 12-month period, there may be a reasonable cost-based charge for responding to those additional requests. Please contact the Privacy Office for a more detailed explanation of the fees charged for such accountings.
3. **RESTRICTION REQUESTS:** You have the right to request restrictions on the Employer's use or disclosure of Your health plan information. Employer is not required to agree to such requests. Employer will only restrict the use or disclosure of Your health plan information as set forth in a written agreement that is signed by a representative of the Privacy Office on behalf of the Employer.
4. **BREACH NOTICE:** You have the right to notice following a breach of unsecured protected health information. The notice of a breach of unsecured protected health information shall at a minimum include the following: The date of the breach, the type of data disclosed in the breach, who made the non-permitted access, use or disclosure of unsecured protected health information and who received the non-permitted disclosure, and what corrective business action was or will be taken to prevent further non-permitted access, uses or disclosures of unsecured protected health information.

5. **CONFIDENTIAL COMMUNICATIONS:** If You reasonably believe that sending health plan information to You in the normal manner will endanger You, You have the right to make a written request that the Employer communicate that information to You by a different method or to a different address. If there is an immediate threat, You may make that request by calling the Employer. Follow up with a written request is required as soon as possible. Employer must accommodate Your request if it: is reasonable, specifies how and where to communicate with You, and continues to permit collection of premium and payment of claims under Your health plan.

6. **AMENDMENT REQUESTS:** You have the right to make a written request that the Employer amend Your health plan information. Your request must explain why the information should be amended. Employer may deny Your request if the health plan information You seek to amend was not created by the Employer or for other reasons permitted by its legal obligations. If Your request is denied, the Employer will provide a written explanation of the denial. If You disagree, You may submit a written statement that will be included with Your health plan information. If the Employer accepts Your request, reasonable efforts will be made to inform the people that You designate about that amendment. Any future disclosures of that information will be amended.

7. **RIGHT TO REQUEST WRITTEN NOTICE:** If You receive this notice on the Employer's web site or by electronic mail (e-mail), You may request a written copy of this notice by contacting the Privacy Office.

QUESTIONS AND COMPLAINTS

If You want more information concerning the Employer's privacy practices or have questions or concerns, please contact the Privacy Office.

If You: (1) are concerned that the Employer has violated Your privacy rights; (2) disagree with a decision made about access to Your health plan information or in response to a request You made to amend or restrict the use or disclosure of Your health plan information; or (3) request that the Employer communicate with You by alternative means or at alternative locations, please contact the Privacy Office. You may also submit a written complaint to the U.S. Department of Health and Human Services. Employer will furnish the address where You can file a complaint with the U.S. Department of Health and Human Services upon request.

Employer supports Your right to protect the privacy of Your health plan information. There will be no retaliation in any way if You choose to file a complaint with the Employer or subsidiaries and affiliates, or with the U.S. Department of Health and Human Services.

The Privacy Office
City of Knoxville
400 Main Street
Knoxville, TN 37902

1 Cameron Hill Circle
Chattanooga, Tennessee
37402

www.bcbst.com

BENEFIT QUESTIONS?

Call the Customer Service Number on the membership I.D. Card

CORE 3

SELF-FUNDED EOC (10/05)

END OF ADDENDUM I