

**This Contract has been approved by the New Jersey Individual Health Coverage Program Board as the standard policy form for the HMO health benefits plan.**

**[Carrier] HMO PLAN**

## INDIVIDUAL HEALTH MAINTENANCE ORGANIZATION (HMO) CONTRACT

**Notice of Right to Examine Contract.** Within 30 days after delivery of this Contract to You, You may return it to Us for a full refund of any premium paid, less the cost for services provided. The Contract will be deemed void from the beginning.

**[EFFECTIVE DATE OF CONTRACT: [January 1, 2025 ]]**

[Note to Carriers: Omit Effective date here if included below]

**Renewal Provision.** Subject to all Contract terms and provisions, including those describing Termination of the Contract, You may renew and keep this Contract in force by paying the premiums as they become due. We agree to arrange or provide services under the terms and provisions of this Contract.

In consideration of the application for this Contract and the payment of premiums as stated herein, We agree to arrange [or provide] services and supplies in accordance with and subject to the terms of this Contract. This Contract is delivered in New Jersey and is governed by the laws thereof.

This Contract takes effect on the Effective Date, if it is duly attested below. It continues as long as the required premiums are paid, unless it ends as described in its General Provisions.

[Secretary                      President]

[[Member]: Jane Doe

Identification Number: 125689

Effective Date: January 1, 2025

[Product Name: XXXX]]

[Include legal name, trade name, phone, fax and e-mail numbers by which consumers may contact the carrier, including at least one toll-free number for Members]

[Include language taglines as required by 45 C.F.R. 155.205(c)(2)(iii)(A)]

*Note to carriers: Carriers may place the taglines in the location the carrier believes most appropriate.*

## **TABLE OF CONTENTS**

### **Section**

### **Page**

**SCHEDULE OF PREMIUM RATES**

**SCHEDULE OF SERVICES AND SUPPLIES**

**DEFINITIONS**

**ELIGIBILITY**

**[MEMBER] PROVISIONS**

**[COVERAGE PROVISION]**

**COVERED SERVICES AND SUPPLIES**

**NON-COVERED SERVICES AND SUPPLIES**

**COORDINATION OF BENEFITS AND SERVICES**

**FOR AUTOMOBILE RELATED INJURIES**

**GENERAL PROVISIONS**

## **SCHEDULE OF PREMIUM RATES**

The initial monthly premium rates, in U.S. dollars, for the coverage provided under this Contract are set forth on the [rate sheet] for this Contract for the effective date shown on the first page of this Contract.

We have the right to prospectively change any Premium rate(s) set forth above at the times and in the manner established by the provision of this Contract entitled "General Provisions."

[Using Copayment]

**[SERVICES** **COPAYMENTS [/COINSURANCE]:**

**CONTRACEPTIVES:** NONE

**INSULIN** [not to exceed \$35 per 30 day supply]

**PRESCRIPTION ASTHMA INHALER** [not to exceed \$50 per 30 day supply]

**INPATIENT**            [\$100 to \$500] Copayment/day for a maximum of 5 days/admission.  
Maximum Copayment [dollar amount equal to 10 times the per day copayment]/Calendar Year.  
Unlimited days.

**INPATIENT VISIT**                      \$[0] Copayment

<b>EMERGENCY ROOM</b>	\$100 Copayment/visit/Member (waived if admitted within 24 hours)
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[URGENT CARE                      [amount consistent with N.J.A.C. 11:22-5.5(a)]]

**INPATIENT** **\$0 Copayment**

OUTPATIENT	[amount consistent with N.J.A.C. 11:22-5.5(a)] Copayment/visit
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## 5

**AMBULATORY SURGERY CENTER** [amount consistent with N.J.A.C. 11:22-5.5(a)]

**HOSPITAL OUTPATIENT DEPARTMENT** [amount consistent with N.J.A.C. 11:22-5.5(a)]

*[Note to carriers: Use this text if the copay differs based on the setting.]*

**[FACILITY CHARGES FOR OUTPATIENT SURGERY:** [amount consistent with N.J.A.C. 11:22-5.5(a)]]

*[Note to carriers: Use this text if the copay is the same regardless of the setting.]*

**HOME HEALTH CARE** Unlimited days, if Pre-Approved; \$[amount consistent with N.J.A.C. 11:22-5.5(a)] Copayment per [visit] [day].

**HOSPICE SERVICES** Unlimited days, if Pre-Approved; \$0 Copayment.

**MATERNITY (PRE-NATAL CARE)** NONE

**BIRTHING CENTER SERVICES** [amount consistent with N.J.A.C. 11:22-5.5(a)]  
Copayment/visit

**THERAPEUTIC MANIPULATION** [amount consistent with N.J.A.C. 11:22-5.5(a)]  
Copayment/visit; maximum 30 visits/Calendar Year

**PRE-ADMISSION TESTING** [amount consistent with N.J.A.C. 11:22-5.5(a)]  
Copayment/visit.

**PRESCRIPTION DRUGS**

[Other than contraceptives]  
[including network contraceptives  
not included under the Contraceptives  
provision]

[50% Coinsurance] [copays consistent with  
N.J.A.C. 11:22-5.5(a) may be substituted for  
coinsurance] [0% for contraceptives]

**PRIMARY CARE PROVIDER** [amount consistent with N.J.A.C. 11:22-5.5(a)]  
Copayment/visit.

**SERVICES**

**(OUTSIDE HOSPITAL)**

Copayment does not apply if the services are Preventive Care services.

**[SPECIALIST SERVICES** [amount consistent with N.J.A.C. 11:22-5.5(a)]  
Copayment/visit.]

*[Note to carriers: Use this text if the specialist copay and the PCP copay are the same.]*

**[SPECIALIST SERVICES** [amount consistent with N.J.A.C. 11:22-5.5(a)]  
Copayment/visit]

*[Note to carriers: Use this item if the specialist copay exceeds the PCP copay.]*

<b>REHABILITATION SERVICES</b>	Subject to the Inpatient Hospital Services Copayment above. The Copayment does not apply if Admission is immediately preceded by a Hospital Inpatient Stay.
<b>SECOND SURGICAL OPINION</b>	[amount consistent with N.J.A.C. 11:22-5.5(a)] Copayment/visit.
<b>SKILLED NURSING FACILITY/ EXTENDED CARE CENTER</b>	Unlimited days, if Pre-Approved; [amount consistent with N.J.A.C. 11:22-5.5(a)] Copayment per day.
<b>THERAPY SERVICES</b>	[amount consistent with N.J.A.C. 11:22-5.5(a)] Copayment/visit.
<b>[COMPLEX IMAGING SERVICES</b>	[amount consistent with N.J.A.C. 11:22-5.5(a)]
<b>[ALL OTHER] DIAGNOSTIC SERVICES</b>	
<b>INPATIENT</b>	\$0 Copayment
<b>(OUTPATIENT)</b>	[amount consistent with N.J.A.C. 11:22-5.5(a)]
Copayment/visit	

#### **MAXIMUM OUT OF POCKET**

Maximum Out of Pocket means the annual maximum dollar amount that a Member must pay as Copayment, Deductible and Coinsurance for all Covered Services and Supplies in a Calendar Year. All amounts paid as Copayment, Deductible and Coinsurance shall count toward the Maximum Out of Pocket. Once the Maximum Out of Pocket has been reached, the Member has no further obligation to pay any amounts as Copayment, Deductible and Coinsurance for Covered Services and Supplies for the remainder of the Calendar Year.

The **Maximum Out of Pocket** for this Contract is as follows:

- Per Member per Calendar Year [\$9,200 or amount permitted by 45 C.F.R. 156.130]
- Per Family per Calendar Year [\$2X per member amount.]

**Note:** The Maximum Out of Pocket cannot be met with Non-Covered Services and Supplies.

**SCHEDULE OF INSURANCE**  
**could be used in conjunction with an HSA**

**Example High Deductible health plan text that**

**Calendar Year Cash Deductible**

Preventive Care	NONE
Contraceptives, [included under the Contraceptives provision] except as stated below	NONE
Breastfeeding Support	NONE
Immunizations and Lead screening for children as detailed in the Immunizations and Lead Screening provision	NONE
Second surgical opinion	NONE
Maternity Care (pre-natal visits)	NONE
[Prescription Drugs and] Male sterilization or Male contraceptives [Minimum deductible to qualify as a high deductible health plan under Internal Revenue Code Section 223]	
All other Covered Charges [per Member]	[the greater of: \$XXXX or the lowest amount to qualify as a high deductible health plan under Internal Revenue Code section 223] [\$XXXX] [\$XXXX or the highest amount for which deductions are permitted under Internal Revenue Code 223] [\$XXXX]
[per Covered Family]	[the greater of: \$XXXX or the lowest amount to qualify as a high deductible health plan under Internal Revenue Code section 223] [\$XXXX] [\$XXXX or the highest amount for which deductions are permitted under Internal Revenue Code 223] [\$XXXX]

**Coinsurance**

Coinsurance is the percentage of a Covered Charge that must be paid by a Member. We will waive the Coinsurance requirement once the Maximum Out of Pocket has been reached. This Contract's Coinsurance, as shown below, does not include Cash Deductibles, Copayments, penalties incurred under this Policy's Utilization Review provisions, or any other Non-Covered Charge.

The **Coinsurance** for this Contract is as follows:

Preventive Care:	0%
Contraceptives [included under the Contraceptives provision]	0%
Breastfeeding support	0%

[Vision Benefits (for Members through the end of the month in which the Member turns age 19)

V2500 – V2599 Contact Lenses [50%]

Optional lenses and treatments [50%]

[Dental Benefits (for Members through the end of the month in which the Member turns



age 19)

Preventive, Diagnostic and Restorative services	0%
Endodontic, Periodontal, Prosthodontic and Oral and Maxillofacial Surgical Services	[20%]
Orthodontic Treatment	[50%]]
All other Covered Charges	[30%, 20%]

### **Maximum Out of Pocket**

Maximum Out of Pocket means the annual maximum dollar amount that a Member or Covered Family, as applicable, must pay as Copayment, Deductible and Coinsurance for all covered services and supplies in a Calendar Year. All amounts paid as Copayment, Deductible and Coinsurance shall count toward the Maximum Out of Pocket. Once the Maximum Out of Pocket has been reached, the Member or Covered Family, as applicable, has no further obligation to pay any amounts as Copayment, Deductible and Coinsurance for covered services and supplies for the remainder of the Calendar Year.

The **Maximum Out of Pocket** for this Contract is as follows:

[per Member	[the greater of \$XXXX or the maximum amount permitted under Internal Revenue Code 223]]
[per Covered Family	[the greater of \$XXXX or the maximum amount permitted under Internal Revenue Code 223]]

**Note:** The Maximum Out of Pocket cannot be met with Non-Covered Charges.

**Limits:**

Therapeutic manipulation per Calendar Year	30 visits
Speech therapy per Calendar Year	30 visits
Note: This limit does not apply to speech therapy covered under the Diagnosis and Treatment of Autism and Other Developmental Disabilities Provision	
Cognitive therapy per Calendar Year	30 visits
Physical therapy per Calendar Year	30 visits
Note: This limit does not apply to physical therapy covered under the Diagnosis and Treatment of Autism and Other Developmental Disabilities Provision	
Occupational therapy per Calendar Year	30 visits
Note: This limit does not apply to occupational therapy covered under the Diagnosis and Treatment of Autism and Other Developmental Disabilities Provision	
Charges for hearing aids for a Member	one hearing aid per hearing impaired ear per 24-month period
[Doula Services [Global Maximum per pregnancy	[\$0-\$5,000 (amount to be determined by carrier)]]
[Standard Benefit Visit limit	
[Prenatal or Postpartum visits per pregnancy	[1-20 Visit(s) (Visit limit to be determined by carrier)]]
[Labor	[1-5 Visit(s) (Visit limit to be determined by carrier)]
[Enhanced Benefit Visit limit	
Prenatal or Postpartum visits per pregnancy	[1-20 Visit(s) (Visit limit to be determined by carrier)]
Labor	[1-5 Visit(s) (Visit limit to be determined by carrier)]

## **DEFINITIONS**

The words shown below have specific meanings when used in this Contract. Please read these definitions carefully. Throughout the Contract, these defined terms appear with their initial letters capitalized. They will help [Members] understand what services and supplies are provided.

**ACCREDITED SCHOOL.** A school accredited by a nationally recognized accrediting association, such as one of the following regional accrediting agencies: Middle States Association of Colleges and Schools, New England Association of Schools and Colleges, North Central Association of Colleges and Schools, Northwest Association of Schools and Colleges, Southern Association of Colleges and Schools, or Western Association of Schools and Colleges. An accredited school also includes a proprietary institution approved by an agency responsible for issuing certificates or licenses to graduates of such an institution.

**ALLOWED CHARGE** means an amount that is not more than the negotiated fee schedule.

**AMBULANCE.** A certified transportation vehicle for transporting Ill or Injured people that contains all life-saving equipment and staff as required by applicable state and local law.

**AMBULATORY SURGICAL CENTER.** A Facility mainly engaged in performing Outpatient Surgery. It must:

- a) be staffed by Practitioners and Nurses, under the supervision of a Practitioner;
- b) have operating and recovery rooms;
- c) be staffed and equipped to give emergency care; and
- d) have written back-up arrangements with a local Hospital for emergency care.

It must carry out its stated purpose under all relevant state and local laws and be either:

- a) accredited for its stated purpose by either The Joint Commission or the Accreditation Association for ambulatory care; or
- b) approved for its stated purpose by Medicare.

A Facility is not an Ambulatory Surgical Center, for the purpose of this Contract, if it is part of a Hospital.

**ANNUAL OPEN ENROLLMENT PERIOD.** The designated period of time each year during which:

- a) individuals are permitted to enroll in a standard health benefits plan ; and
- b) individuals who already have coverage may replace current coverage with a different standard health benefits plans.

**[APPROVED CANCER CLINICAL TRIAL.** A scientific study of a new therapy or intervention for the treatment, palliation, or prevention of cancer in human beings that meets the following requirements:

- a) The treatment or intervention is provided pursuant to an approved cancer clinical trial that has been authorized or approved by one of the following: 1) The National Institutes of Health (Phase I, II and III); (2) the United States Food and Drug Administration, in the form of an investigational new drug (IND) exemption (Phase I, II and III); 3) The United States Department of Defense; or 4) The United States Department of Veteran Affairs.

- b) The proposed therapy has been reviewed and approved by the applicable qualified Institutional Review Board.
- c) The available clinical or pre-clinical data to indicate that the treatment or intervention provided pursuant to the Approved Cancer Clinical Trial will be at least as effective as standard therapy, if such therapy exists, and is expected to constitute an improvement in effectiveness for treatment, prevention and palliation of cancer.
- d) The Facility and personnel providing the treatment are capable of doing so by virtue of their experience and training
- e) The trial consists of a scientific plan of treatment that includes specified goals, a rationale and background for the plan, criteria for patient selection, specific directions for administering therapy and monitoring patients, a definition of quantitative measures for determining treatment response and methods for documenting and treating adverse reactions. All such trials must have undergone a review for scientific content and validity, as evidenced by approval by one of the federal entities identified in item a. A cost-benefit analysis of clinical trials will be performed when such an evaluation can be included with a reasonable expectation of sound assessment.]

**BIRTHING CENTER.** A Facility which mainly provides care and treatment for women during uncomplicated pregnancy, routine full-term delivery, and the immediate post-partum period. It must:

- a) provide full-time Skilled Nursing Care by or under the supervision of Nurses;
- b) be staffed and equipped to give emergency care; and
- c) have written back-up arrangements with a local Hospital for emergency care.

It must:

- a) carry out its stated purpose under all relevant state and local laws; or
- b) be approved for its stated purpose by the Accreditation Association for Ambulatory Care; or
- c) be approved for its stated purpose by Medicare.

A Facility is not a Birthing Center, for the purpose of this Contract, if it is part of a Hospital.

**BOARD.** The New Jersey Individual Health Coverage Program Board, appointed and elected under the laws of New Jersey.

**CALENDAR YEAR.** Each successive twelve-month period starting on January 1 and ending on December 31.

**[CASH DEDUCTIBLE.** A fixed dollar amount that a Member must pay before [Carrier] provides the [Member] with coverage for Covered Services or Supplies.]

**CHURCH PLAN.** Has the same meaning given that term under Title I, section 3 of Pub.L.93-406, the “Employee Retirement Income Security Act of 1974”

**[COINSURANCE.** The percentage of Covered Services or Supplies that must be paid by a [Member]. Coinsurance does not include Copayments [or Cash Deductible].]

**[COMPLEX IMAGING SERVICES.** Any of the following services:

- a) Computed Tomography (CT),

- b) Computed Tomography Angiography (CTA),
- c) Magnetic Resonance Imaging (MRI),
- d) Magnetic Resonance Angiogram (MRA),
- e) Magnetic Resonance Spectroscopy (MRS)
- f) Positron Emission Tomography (PET),
- g) Nuclear Medicine including Nuclear Cardiology.]

**CONTRACT.** This contract, including the application and any riders, amendments or endorsements, between the Contractholder and [Carrier].

**CONTRACTHOLDER.** The person who purchased this Contract.

**COPAYMENT.** A specified dollar amount which [Member] must pay for certain Covered Services or Supplies. **NOTE:** The Emergency Room Copayment, if applicable, must be paid in addition to any other Copayments, Coinsurance [or Cash Deductible].

**COSMETIC SURGERY OR PROCEDURE.** Any surgery or procedure which involves physical appearance, but which does not correct or materially improve a physiological function and is not Medically Necessary and Appropriate.

**COVERED SERVICES OR SUPPLIES.** The types of services and supplies described in the **Covered Services and Supplies** section of this Contract.

Read the entire Contract to find out what We limit or exclude.

**CURRENT PROCEDURAL TERMINOLOGY (C.P.T.)** The most recent edition of an annually revised listing published by the American Medical Association which assigns numerical codes to procedures and categories of medical care.

**CUSTODIAL CARE.** Any service or supply, including room and board, which:

- a) is furnished mainly to help[Member] meet[Member]'s routine daily needs; or
- b) can be furnished by someone who has no professional health care training or skills.

Even if a [Member] is in a Hospital or other recognized Facility, We do not provide for that part of the care which is mainly custodial.

**DEPENDENT.**

Your:

- a) Spouse;
- b) Dependent child [who is under age 26] [through the end of the calendar year in which he or she attains age 26].

Under certain circumstances, an incapacitated child is also a Dependent. See the **Eligibility** section of this Contract.

Your " Dependent child" includes:

- a) Your biological child,
- b) Your legally adopted child,

- c) Your foster child from the time the child is placed in the home'
- d) Your step-child,
- e) the child of Your civil union partner,
- f) the child of Your Domestic Partner and
- g) children under a court appointed guardianship.

We treat a child as legally adopted from the time the child is placed in the home for purpose of adoption. We treat such a child this way whether or not a final adoption order is ever issued.

Also, any other child over whom You have legal custody or legal guardianship[ or with whom You have a legal relationship or a blood relationship] is considered a Dependent child under this Contract provided the child depends on You for most of the child's support and maintenance[ and resides in Your household]. (We may require that You submit proof of legal custody, legal guardianship, support and maintenance,[ residency in Your household, blood relationship or legal relationship,] in Our Discretion.)]

*[Note to carriers: Text in brackets in the above paragraph may be deleted by carriers when selling coverage through the [Marketplace/exchange other appropriate term] that are concerned with covering such children in the absence of being able to apply the household requirement.]*

[Please note that a Responsible Person is not eligible to enroll dependent children who qualify as dependents solely based on a legal relationship or blood relationship, without also having legal custody or legal guardianship.] [Also] [P][p]lease note], a Responsible Person is not required to have their dependent children reside in their household].

*[Note to carriers: Carriers issuing policies on the Exchange would include the second sentence from the above paragraph. Carriers issuing policies outside the Exchange would include both sentences from the above paragraph.]*

A Dependent does not include a person who resides in a foreign country. However, this does not apply to a person who is attending an Accredited School in a foreign country who is enrolled as a student for up to one year at a time.

At Our discretion, We can require proof that a person meets the definition of a Dependent.

**DEVELOPMENTAL DISABILITY or DEVELOPMENTALLY DISABLED.** Also referred to as neurodevelopmental disability or neurodevelopmentally disabled, means a neurodevelopmental disorder which is referenced by the American Psychiatric Association in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, and any subsequent editions.

**DIAGNOSTIC SERVICES.** Procedures ordered by a recognized Provider because of specific symptoms to diagnose a specific condition or disease. Some examples include, but are not limited to:

- a) radiology, ultrasound, and nuclear medicine;
- b) laboratory and pathology; and
- c) EKG's, EEG's, and other electronic diagnostic tests.

**DISCRETION/DETERMINATION/DETERMINE.** Our right to make a decision or determination. The decision will be applied in a reasonable and non-discriminatory manner.

**DOMESTIC PARTNER.** As used in this Contract and pursuant to P.L. 2003, c. 246 means an individual who is age 18 or older who is the same sex as the Contractholder, and has established a domestic partnership with the Contractholder by filing an affidavit of domestic partnership and obtaining a certificate of domestic partnership from their local registrar.

**[DOULA.** An individual who meets the national birthing doula training requirements for birthing doula care. A doula is a trained professional who provides continuous physical, emotional, and informational support to the birthing parent throughout the perinatal period. A doula does not replace a trained, licensed medical professional, and cannot perform clinical tasks. ]

**DURABLE MEDICAL EQUIPMENT.** Equipment We Determine to be:

- a) designed and able to withstand repeated use;
- b) used primarily and customarily for a medical purpose;
- c) is generally not useful to a [Member] in the absence of an Illness or Injury; and
- d) suitable for use in the home.

Durable Medical Equipment includes, but is not limited to, apnea monitors, breathing equipment, hospital-type beds, walkers, and wheelchairs.

Among other things, Durable Medical Equipment does not include: adjustments made to vehicles, air conditioners, air purifiers, humidifiers, dehumidifiers, elevators, ramps, stair glides, Emergency Alert equipment, handrails, heat appliances, improvements made to a [Member]'s home or place of business, waterbeds, whirlpool baths, exercise and massage equipment. Items such as walkers, wheelchairs and hearing aids are examples of durable medical equipment that are also habilitative devices.

**EFFECTIVE DATE.** The date on which coverage begins under this Contract for You or Your Dependents, as the context in which the term is used suggests.

**ELIGIBLE PERSON.** A person who is a Resident of New Jersey who is not covered under Part A or Part B of Title XVIII of the federal Social Security Act (42 U.S.C. § 1395 et. seq.) (Medicare). [An eligible person must be a U.S. Citizen, national or lawfully present in the United States.]

**EMERGENCY.** A medical condition manifesting itself by acute symptoms of sufficient severity including, but not limited to, severe pain, psychiatric disturbances and/or symptoms of Substance Use Disorder such that a prudent layperson, who possesses an average knowledge of health and medicine, could expect the absence of immediate medical attention to result in: placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; serious impairment to bodily functions; or serious dysfunction of a bodily organ or part. With respect to a pregnant woman who is having contractions, an Emergency exists where: there is inadequate time to effect a safe transfer to another Hospital before delivery; or the transfer may pose a threat to the health or safety of the woman or unborn child.

**ENROLLMENT DATE.** means the Effective Date of coverage under this Contract for the person.

**EXPERIMENTAL or INVESTIGATIONAL.**

Services or supplies which We Determine are:

- a) not of proven benefit for the particular diagnosis or treatment of a [Member]'s particular condition; or
- b) not generally recognized by the medical community as effective or appropriate for the particular diagnosis or treatment of a [Member]'s particular condition; or
- c) provided or performed in special settings for research purposes or under a controlled environment or clinical protocol.

Unless otherwise required by law with respect to drugs which have been prescribed for treatment for which the drug has not been approved by the United States Food and Drug Administration (FDA), We will not cover any services or supplies, including treatment, procedures, drugs, biological products or medical devices or any hospitalizations in connection with Experimental or Investigational services or supplies.

We will also not cover any technology or any hospitalization in connection with such technology if such technology is obsolete or ineffective and is not used generally by the medical community for the particular diagnosis or treatment of a [Member]'s particular condition.

Governmental approval of a technology is not necessarily sufficient to render it of proven benefit or appropriate or effective for a particular diagnosis or treatment of a [Member]'s particular condition, as explained below.

We will apply the following five criteria in Determining whether services or supplies are Experimental or Investigational:

1. Any medical device, drug, or biological product must have received final approval to market by the FDA for the particular diagnosis or condition. Any other approval granted as an interim step in the FDA regulatory process, e.g., an Investigational Device Exemption or an Investigational New Drug Exemption, is not sufficient. Once FDA approval has been granted for a particular diagnosis or condition, use of the medical device, drug or biological product for another diagnosis or condition will require that one or more of the following established reference compendia:

- I. The American Hospital Formulary Service Drug Information; or
- II. The United States Pharmacopeia Drug Information.

recognize the usage as appropriate medical treatment. As an alternative to such recognition in one or more of the compendia, the usage of the drug will be recognized as appropriate if it is recommended by a clinical study or recommended by a review article in a major peer-reviewed professional journal. A medical device, drug, or biological product that meets the above tests will not be considered Experimental or Investigational.

In any event, any drug which the Food and Drug Administration has determined to be contraindicated for the specific treatment for which the drug has been prescribed will be considered Experimental or Investigational.

2. Conclusive evidence from the published peer-reviewed medical literature must exist that the technology has a definite positive effect on health outcomes; such evidence must include well-



designed investigations that have been reproduced by nonaffiliated authoritative sources, with measurable results, backed up by the positive endorsements of national medical bodies or panels regarding scientific efficacy and rationale;

3. Demonstrated evidence as reflected in the published peer-reviewed medical literature must exist that over time the technology leads to improvement in health outcomes, i.e., the beneficial effects outweigh any harmful effects;

4. Proof as reflected in the published peer-reviewed medical literature must exist that the technology is at least as effective in improving health outcomes as established technology, or is usable in appropriate clinical contexts in which established technology is not employable; and

5. Proof as reflected in the published peer-reviewed medical literature must exist that improvements in health outcomes, as defined in paragraph 3, is possible in standard conditions of medical practice, outside clinical investigatory settings.

**EXTENDED CARE CENTER.** See **Skilled Nursing Facility**.

**FACILITY.** A place which:

- a) is properly licensed, certified, or accredited to provide health care under the laws of the state in which it operates; and
- b) provides health care services which are within the scope of its license, certificate or accreditation.

**GOVERNMENT HOSPITAL.** A Hospital operated by a government or any of its subdivisions or agencies, including, but not limited to, a Federal, military, state, county or city Hospital.

**GOVERNMENTAL PLAN.** Has the meaning given that term under Title I, section 3 of Pub.L.93-406, the “Employee Retirement Income Security Act of 1974” and any governmental plan established or maintained for its employees by the Government of the United States or by any agency or instrumentality of that government.

**GROUP HEALTH BENEFITS PLAN.** A policy, program or plan that provides medical benefits to a group of two or more individuals.

**GROUP HEALTH PLAN.** An employee welfare benefit plan, as defined in Title I of section 3 of Pub.L.93-406, the “Employee Retirement Income Security Act of 1974” (ERISA) (29 U.S.C. § 1002(1)) to the extent that the plan provides medical care and includes items and services paid for as medical care to employees or their dependents directly or through insurance, reimbursement or otherwise.

**HEALTH BENEFITS PLAN.** Any hospital and medical expense insurance policy or certificate; health, hospital, or medical service corporation contract or certificate; or health maintenance organization subscriber contract or certificate or any other similar contract, policy, or plan delivered or issued for delivery in New Jersey not explicitly excluded from the definition of a health benefits plan. Health Benefits Plan does not include one or more, or any combination of the following: coverage only for accident or disability income insurance, or any combination thereof; coverage issued as a supplement to liability insurance; liability insurance, including

general liability insurance and automobile liability insurance; stop loss or excess risk insurance, workers' compensation or similar insurance; automobile medical payment insurance; credit-only insurance; coverage for on-site medical clinics; and other similar insurance coverage, as specified in federal regulations, under which benefits for medical care are secondary or incidental to other insurance benefits. Health Benefits Plans shall not include the following benefits if they are provided under a separate policy, certificate or contract of insurance or are otherwise not an integral part of the plan: limited scope dental or vision benefits; benefits for long term care, nursing home care, home health care, community based care, or any combination thereof; and such other similar, limited benefits as are specified in federal regulations. Health Benefits Plan shall not include hospital confinement indemnity coverage if the benefits are provided under a separate policy, certificate or contract of insurance, there is no coordination between the provision of the benefits and any exclusion of benefits under any group Health Benefits Plan maintained by the same Plan Sponsor, and those benefits are paid with respect to an event without regard to whether benefits are provided with respect to such an event under any Group Health Plan maintained by the same Plan Sponsor. Health Benefits Plan shall not include the following if it is offered as a separate policy, certificate or contract of insurance: Medicare supplemental health insurance as defined under section 1882(g)(1) of the federal Social Security Act; and coverage supplemental to the coverage provided under chapter 55 of Title 10, United States Code; and similar supplemental coverage provided to coverage under a Group Health plan.

**HEALTH STATUS-RELATED FACTOR.** Any of the following factors: health status; medical condition, including both physical and Mental Health Condition; claims experience; receipt of health care; medical history; genetic information; evidence of insurability, including conditions arising out of acts of domestic violence; and disability.

**HOME HEALTH AGENCY.** A Provider which provides Skilled Nursing Care for Ill or Injured people in their home under a home health care program designed to eliminate Hospital stays. It must be licensed by the state in which it operates, or it must be certified to participate in Medicare as a Home Health Agency.

**HOSPICE.** A Provider which provides palliative and supportive care for terminally Ill or terminally Injured people. It must carry out its stated purpose under all relevant state and local laws, and it must either:

- a) be approved for its stated purpose by Medicare; or
- b) it is accredited for its stated purpose by The Joint Commission, the Community Health Accreditation Program or the Accreditation Commission for Health Care.

**HOSPITAL.** A Facility which mainly provides Inpatient care for Ill or Injured people. It must carry out its stated purpose under all relevant state and local laws, and it must either:

- a) be accredited as a Hospital by The Joint Commission, or
- b) be approved as a Hospital by Medicare.

Among other things, a Hospital is not a convalescent, rest or nursing home or Facility, or a Facility, or part of it, which mainly provides Custodial Care, educational care or rehabilitative care. A Facility for the aged or persons with Substance Use Disorder is not a Hospital.

**ILLNESS or ILL.** A sickness or disease suffered by a [Member] or a description of a [Member] suffering from a sickness or a disease. Illness includes Mental Health Condition and Substance Use Disorder.

**INJURY or INJURED.** Damage to a [Member]'s body, and all complications arising from that damage or a description of a [Member] suffering from such damage.

**INPATIENT.** [Member] if physically confined as a registered bed patient in a Hospital or other recognized health care Facility, including the [Member]'s home when admitted under the Hospital at Home Program under P.L. 2023, c. 163; or services and supplies provided in such a setting.

**[MAIL ORDER PROGRAM.]** A program under which a [Member] can obtain Prescription Drugs from:

- a) a Participating Mail Order Pharmacy by ordering the drugs through the mail or
- b) a Participating Pharmacy that has agreed to accept the same terms, conditions, price and services as a Participating Mail Order Pharmacy.]

**[MAINTENANCE DRUG.]** Only a Prescription Drug used for the treatment of chronic medical conditions.]

**MEDICALLY NECESSARY AND APPROPRIATE.** Services or supplies provided by a recognized health care Provider that We Determine to be:

- a) necessary for the symptoms and diagnosis or treatment of the condition, Illness or Injury;
- b) provided for the diagnosis or the direct care and treatment of the condition, Illness or Injury;
- c) in accordance with generally accepted medical practice;
- d) not for a [Member]'s convenience;
- e) the most appropriate level of medical care that a [Member] needs; and
- f) furnished within the framework of generally accepted methods of medical management currently used in the United States.

In the instance of an Emergency, the fact that a Non-Network Provider prescribes, orders, recommends or approves the care, the level of care, or the length of time care is to be received, does not make the services Medically Necessary and Appropriate.

With respect to treatment of Substance Use Disorder the determination of Medically Necessary and Appropriate shall use an evidence-based and peer reviewed clinical review tool as designated in regulation by the Commissioner of Human Services.

**MEDICAID.** The health care program for the needy provided by Title XIX of the United States Social Security Act, as amended from time to time.

**MEDICARE.** Parts A and B of the health care program for the aged and disabled provided by Title XVIII of the United States Social Security Act, as amended from time to time.

**[MEMBER].** An eligible person who is covered under this Contract. Member does not include a Responsible person, as defined.

**MENTAL HEALTH FACILITY.** A Facility that mainly provides treatment for people with Mental Health Conditions. It will be considered such a place if it carries out its stated purpose under all relevant state and local laws, and it is either:

- a) accredited for its stated purpose by The Joint Commission;
- b) approved for its stated purpose by Medicare or
- c) accredited or licensed by the State of New Jersey to provide mental health services.

**MENTAL HEALTH CONDITION.** A condition which is referenced by the American Psychiatric Association in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, and any subsequent editions.

**[NETWORK] PROVIDER.** A Provider which has an agreement [directly or indirectly] with Us to provide Covered Services or Supplies. You will have access to up-to-date lists of [Network] Providers.

**NON-COVERED SERVICES.** Services or supplies which are not included within Our definition of Covered Services or Supplies, are included in the list of Non-Covered Services and Supplies, or which exceed any of the limitations shown in this Contract.

**NON- [NETWORK] PROVIDER.** A Provider which is not a [Network] Provider.

**[NON-PREFERRED DRUG.** A drug that has not been designated as a Preferred Drug.]

**NURSE.** A registered nurse or licensed practical nurse, including a nursing specialist such as a nurse mid-wife or nurse anesthetist, who:

- a) is properly licensed or certified to provide medical care under the laws of the state where the nurse practices; and
- b) provides medical services which are within the scope of the nurse's license or certificate.

**ORTHOTIC APPLIANCE.** A brace or support but does not include fabric and elastic supports, corsets, arch supports, trusses, elastic hose, canes, crutches, cervical collars, dental appliances or other similar devices carried in stock and sold by drug stores, department stores, corset shops or surgical supply facilities.

**OUTPATIENT.** [Member], if **not** confined as a registered bed patient in a Hospital or recognized health care Facility and is not an Inpatient; or services and supplies provided in such Outpatient settings.

**[PARTICIPATING MAIL ORDER PHARMACY.** A licensed and registered pharmacy operated by [ABC] or with whom [ABC] has signed a pharmacy service agreement, that is:

- a) equipped to provide Prescription Drugs through the mail; or
- b) is a Participating Pharmacy that is willing to accept the same pharmacy agreement terms, conditions, price and services as exist in the Participating Mail Order Pharmacy agreement.]

**[PARTICIPATING PHARMACY.** A licensed and registered pharmacy operated by Us or with whom We have signed a pharmacy services agreement.]

**PHARMACY.** A facility which is registered as a Pharmacy with the appropriate state licensing agency and in which Prescription Drugs are regularly compounded and dispensed by a Pharmacist.

**PRACTITIONER.** A medical practitioner who:

- a) is properly licensed or certified to provide medical care under the laws of the state where the practitioner practices; and
- b) provides medical services which are within the scope of the practitioner's license or certificate.

For purposes of Applied Behavior Analysis as included in the Diagnosis and Treatment of Autism and Other Developmental Disabilities provision, Practitioner also means a person who is credentialed by the national Behavior Analyst Certification Board as either a Board Certified Behavior Analyst – Doctoral or as a Board Certified Behavior Analyst.

As used in the Breastfeeding Support provision, Practitioner also means a person who is an International Board Certified Lactation Consultant or a Lactation Counselor as defined in P.L. 2019, c. 343.

As used in the Contraceptives provision, Practitioner also means a pharmacist authorized to furnish self-administered hormonal contraceptives as provided in P.L.2023.c.2.

[As used in the Maternity Care provision, Practitioner also means a Doula.]

**PRE-APPROVAL or PRE-APPROVED.** Specific direction or instruction from a Network Practitioner or from Us in conformance with Our policies and procedures that authorizes a [Member] to use a Provider for health care services or supplies. [For information regarding the services for which We require Pre-Approval, consult our website at [www.xxx.com]]

**[PREFERRED DRUG.** A Prescription Drug that; a) has been designated as such by either Us, or a third party with which We contract, as a Preferred Drug; b) is a drug that has been approved under the Federal Food, Drug and Cosmetic Act; and c) is included in the list of Preferred Drugs distributed to Preferred Providers and made available to Members, upon request.

The list of Preferred Drugs will be revised, as appropriate.]

**PRESCRIPTION DRUGS.** Drugs, biologicals and compound prescriptions which are sold only by prescription and which are required to show on the manufacturer's label the words: "Caution - Federal Law Prohibits Dispensing Without a Prescription" or other drugs and devices as Determined by Us, such as insulin. But We only cover drugs which are:

- a) approved for treatment of the [Member's] Illness or Injury by the Food and Drug Administration;
- b) approved by the Food and Drug Administration for the treatment of a particular diagnosis or condition other than the [Member's] and recognized as appropriate medical treatment for the [Member's] diagnosis or condition in one or more of the following established reference compendia:
  - The American Hospital Formulary Service Drug Information;
  - The United States Pharmacopeia Drug Information; or
- c) recommended by a clinical study or recommended by a review article in a major peer-reviewed professional journal.

Coverage for the above drugs also includes Medically Necessary and Appropriate services associated with the administration of the drugs.

In no event will We pay for:

- a) drugs labeled: "Caution - Limited by Federal Law to Investigational Use"; or
- b) any drug which the Food and Drug Administration has determined to be contraindicated for the specific treatment for which the drug has been prescribed.

**PREVENTIVE CARE.** Preventive care means:

- a) Evidence based items or services that are rated "A" or "B" in the current recommendations of the United States Preventive Services task Force with respect to the Member;
- b) Immunizations for routine use for Members of all ages as recommended by the Advisory Committee on Immunization Practices of the Centers of Disease Control and Prevention with respect to the Member;
- c) Evidence-informed preventive care and screenings for Members who are infants, children and adolescents, as included in the comprehensive guidelines supported by the Health Resources and Services Administration;
- d) Evidence-informed preventive care and screenings for Members as included in the comprehensive guidelines supported by the Health Resources and Services Administration; and
- e) Any other evidence-based or evidence-informed items as determined by federal and/or state law.

Examples of preventive care include, but are not limited to: routine physical examinations, including related laboratory tests and x-rays, immunizations and vaccines, well baby care, pap smears, mammography, screening tests, bone density tests, colorectal cancer screening, prostate cancer screening, and Nicotine Dependence Treatment.

**PRIMARY CARE PROVIDER (PCP).** A [Network] Provider who is a doctor specializing in family practice, general practice, internal medicine, [obstetrics/gynecology (for pre and post-natal care, birth and treatment of diseases and hygiene,)] or pediatrics [or a [Network] provider who is a nurse practitioner/advanced practice nurse certified in advance practice categories comparable to family practice, internal medicine, general practice, [obstetrics/gynecology] or pediatrics] who supervises, coordinates, arranges and provides initial care and basic medical services to a [Member]; [initiates a [Member]'s Referral for Specialist Services;] and is responsible for maintaining continuity of patient care.

**PRIVATE DUTY NURSING.** Skilled Nursing Care for Members who require individualized continuous Skilled Nursing Care provided by a registered nurse or a licensed practical nurse.

**PROSTHETIC APPLIANCE.** Any artificial device that is not surgically implanted that is used to replace a missing limb, appendage or any other external human body part including devices such as artificial limbs, hands, fingers, feet and toes, but excluding dental appliances and largely cosmetic devices such as artificial breasts, eyelashes, wigs and other devices which could not by their use have a significantly detrimental impact upon the musculoskeletal functions of the body.

**PROVIDER.** A recognized Facility or Practitioner of health care. [Tribal Provider means those providers listed in 25 U.S.C. 1603, including the Indian Health Service, Indian Tribe, Tribal Organization, or Urban Indian Organization.]

**REFERRAL.** Specific direction or instruction from a [Member]'s Primary Care Provider in conformance with our policies and procedures that directs a [Member] to a Facility or Practitioner for health care. [While HMO plans typically require [Members] to get a Referral from his or her Primary Care Provider in order to use the services of a Facility or a Practitioner, this HMO plan does NOT require Members to get a Referral.]

**REHABILITATION CENTER.** A Facility which mainly provides therapeutic and restorative services to Ill or Injured people. It must carry out its stated purpose under all relevant state and local laws, and it must either:

- a) be accredited for its stated purpose by either The Joint Commission or the Commission on Accreditation for Rehabilitation Facilities; or
- b) be approved for its stated purpose by Medicare.

In some places a Rehabilitation Center is called a “rehabilitation hospital.”

**RENEWAL DATE.** January 1 of the year immediately following the Effective Date of this Contact and each succeeding January 1 thereafter.

**RESIDENT.** A person whose primary residence is in New Jersey. We will require a person to provide proof that his or her primary residence is New Jersey.

**RESPONSIBLE PERSON.** A person who:

- a) is the parent or legal guardian of multiple children who meet the definition of Dependent; and
- b) applies to cover dependent children under this Contract without also covering the Responsible Person.

**ROUTINE FOOT CARE.** The cutting, debridement, trimming, reduction, removal or other care of corns, calluses, flat feet, fallen arches, weak feet, chronic foot strain, dystrophic nails, excrescences, helomas, hyperkeratosis, hypertrophic nails, non-infected ingrown nails, deratomas, keratosis, onychiauxis, onychocryptosis, tylomas or symptomatic complaints of the feet. Routine Foot Care also includes orthopedic shoes, and supportive devices for the foot.

**SAME TERMS AND CONDITIONS.** With respect to the treatment of Mental Health Conditions and Substance Use Disorder, means We cannot apply more restrictive non-quantitative limitations or more restrictive quantitative limitations to Mental Health Conditions and Substance Use Disorder, than We apply to substantially all other medical or surgical benefits.

**SERVICE AREA.** A geographic area We define by [ZIP codes] [county].

**SKILLED NURSING CARE.** Services which are more intensive than Custodial Care, are provided by a Nurse, and require the technical skills and professional training of a Nurse.

**SKILLED NURSING FACILITY.** A Facility which mainly provides full-time Skilled Nursing Care for Ill or Injured people who do not need to be in a Hospital. It must carry out its stated purpose under all relevant state and local laws, and it must either:

- a) be accredited for its stated purpose by The Joint Commission; or
- b) be approved for its stated purpose by Medicare.

**SPECIAL ENROLLMENT PERIOD.** A period of time that is no less than 60 days following the date of a triggering event during which:

- a) individuals are permitted to enroll in a standard health benefits plan; and
- b) individuals who already have coverage are allowed to replace current coverage with a different standard health benefits plans or standard health benefits plan with rider.

**SPECIALIST DOCTOR.** A doctor who provides medical care in any generally accepted medical or surgical specialty or sub-specialty.

**SPECIALIST SERVICES.** Medical care in specialties other than family practice, general practice, internal medicine [or pediatrics][or obstetrics/gynecology (for routine pre and post-natal care, birth and treatment of diseases and hygiene)].

**[SPECIALTY PHARMACETICALS.** Oral or injectable drugs that have unique production, administration or distribution requirements. They require specialized patient education prior to use and ongoing patient assistance while under treatment. These Prescription Drugs [must be] [may be] dispensed through specialty pharmaceutical providers.

Examples of Prescription Drugs that are considered Specialty Pharmaceuticals include some orally administered anti-cancer Prescription Drugs and those used to treat the following conditions: Crohn's Disease; Infertility; Hemophilia; Growth Hormone Deficiency; RSV; Cystic Fibrosis; Multiple Sclerosis; Hepatitis C; Rheumatoid Arthritis; and Gaucher's Disease. [Carrier] will provide a complete list of Specialty Pharmaceuticals. The list is also available on [Carrier's] website.]

**SPOUSE.** An individual: legally married to the Contractholder under the laws of the State of New Jersey; or the Contractholder's Domestic Partner pursuant to P.L. 2003, c. 246; or the Contractholder's civil union partner pursuant to P.L. 2006, c. 103, as well as a person legally joined with the Contractholder in a same sex relationship in another jurisdiction if such relationship provides substantially all of the rights and benefits of marriage.

**SUBSTANCE USE DISORDER.** The term as defined by the American Psychiatric Association in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, and any subsequent editions. Substance Use Disorder includes substance use withdrawal.

**SUBSTANCE USE DISORDER FACILITY.** A Facility that mainly provides treatment for people with Substance Use Disorder. We will recognize such a Facility if it carries out its stated purpose under all relevant state and local laws, and it is either:

- a) accredited for its stated purpose by The Joint Commission; [or]
- b) approved for its stated purpose by Medicare[.];[;]
- c) [accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF);or;
- d) credentialed by Us.]

**SURGERY.**

- a) The performance of generally accepted operative and cutting procedures, including surgical diagnostic procedures, specialized instrumentations, endoscopic examinations, and other procedures;



- b) the correction of fractures and dislocations;
- c) pre-operative and post-operative care;
- d) any of the procedures designated by the Current Procedural Terminology Codes as surgery.

**TELEHEALTH.** The use of information and communications technologies, including telephones, remote patient monitoring devices, or other electronic means, to support clinical health care, Practitioner consultation, patient and professional health-related education, public health, health administration, and other services in accordance with the provisions of N.J.S.A. 45:1-61 to -66.

**TELEMEDICINE.** The delivery of a health care service using electronic communications, information technology, or other electronic or technological means to bridge the physical distance between a Practitioner and a Member, either with or without the assistance of an intervening Practitioner, and in accordance with the provisions of N.J.S.A. 45:1-61 to -66. Telemedicine does not include the use, in isolation, of audio-only telephone conversation, electronic mail, instant messaging, phone text, or facsimile transmission.

**THE JOINT COMMISSION.** The entity that evaluates and accredits or certifies health care organizations or programs.

**THERAPEUTIC MANIPULATION.** Treatment of the articulations of the spine and musculoskeletal structures for the purpose of relieving certain abnormal clinical conditions resulting from the impingement upon associated nerves causing discomfort. Some examples are manipulation or adjustment of the spine, hot or cold packs, electrical muscle stimulation, diathermy, skeletal adjustments, massage, adjunctive, ultra-sound, doppler, whirlpool, hydrotherapy or other treatment of similar nature.

**TRIGGERING EVENT.** An event that results in an individual becoming eligible for a Special Enrollment Period. Triggering events are:

- a) The date an Eligible Person loses eligibility for minimum essential coverage, or the Eligible Person's Dependent loses eligibility for minimum essential coverage, including a loss of coverage resulting from the decertification of a qualified health plan by the [Marketplace/exchange or other appropriate term].
- b) The end of the plan or policy year under a non-calendar year group health plan or individual health insurance coverage if the plan or coverage is not renewed or the Eligible Person elects not to renew the coverage.
- c) The date an Eligible Person's Practitioner confirms the Eligible Person is pregnant; the Eligible Person and the Eligible Person's Dependents qualify for a Triggering Event.
- d) The last day of access to pregnancy-related coverage or access to health care services through coverage provided to the eligible person's unborn child.
- e) The last date of coverage under medically needy coverage as described under section 1902(a)(10)(C) of the Social Security Act.
- f) The date a Dependent child's coverage ends as a result of attaining age 26 whether or not the Dependent is eligible for continuing coverage in accordance with federal or state laws.
- g) The date a Dependent child's coverage under a parent's group plan ends as a result of attaining age 31.
- h) [The effective date of a [Marketplace/exchange or other appropriate term] redetermination of an Eligible Person's subsidy, including a determination that an Eligible Person is newly

eligible or no longer eligible for a subsidy or has a change in eligibility for cost sharing reductions] *[Note to Carriers, use this first clause for [Marketplace/exchange or other appropriate term] plans]* [The effective date of a marketplace redetermination that an Eligible Person is no longer eligible for a subsidy] *[Note to carriers for off-[Marketplace/exchange or other appropriate term] plans.]*.

- i) The date an Eligible Person gains or becomes a Dependent due to birth, adoption, placement for adoption, or placement in foster care or through a child support order or other court order; only the Eligible Person and new Dependents qualify for a triggering event.
- j) The date an Eligible Person gains or becomes a Dependent due to marriage provided at least one spouse demonstrates having minimum essential coverage for one or more days during the 60 days preceding the date of marriage; only the spouses qualify for a triggering event.
- k) The date an Eligible Person or his or her Dependent become newly eligible to enroll for [Marketplace/exchange or other appropriate term] coverage because he or she newly satisfies the requirements under 45 CFR 155.305(a)(1) or (2) which generally pertains to citizenship, status as a national, lawful presence in the United States, and not being incarcerated.
- l) The date an Eligible Person or his or her Dependent experience a decrease in income such that he or she is newly determined eligible for a subsidy provided he or she demonstrates having minimum essential coverage for one or more days during the 60 days preceding the date of the decrease in income.
- m) The date NJFamilyCare determines an applicant who submitted an application during the Open Enrollment Period or during a Special Enrollment Period is ineligible if that determination is made after the open enrollment period or special enrollment period ends.
- n) The date an Eligible Person and his or her Dependent child(ren) who are victims of domestic abuse or spousal abandonment need to enroll for coverage apart from the perpetrator of the abuse or abandonment.
- o) The date an Eligible Person gains access to plans in New Jersey as a result of a permanent move provided the Eligible Person demonstrates having minimum essential coverage for one or more days during the 60 days preceding the permanent move.
- p) The date of a [Marketplace/exchange or other appropriate term] or Carrier finding that it erroneously permitted or denied an Eligible Person enrollment in a qualified health plan.
- q) The date of a determination that an Eligible Person's enrollment or non-enrollment in a qualified health plan was unintentional, inadvertent, or erroneous and was the result of the error, misrepresentation, misconduct or inaction of the [Marketplace/exchange or other appropriate term] or a non-[Marketplace/exchange or other appropriate term] entity providing enrollment assistance or conducting enrollment activities.
- r) The date the Eligible Person demonstrates to the [Marketplace/exchange or other appropriate term] or a State regulatory agency that the qualified health plan in which he or she is enrolled substantially violated a material provision of its contract in relation to the enrollee.
- s) The date the Eligible Person demonstrates to the [Marketplace/exchange or other appropriate term] that he or she meets other exceptional circumstances as the [Marketplace/exchange or other appropriate term] may provide.
- t) One time per month for a person who gains or maintains status as an Indian, as defined by section 4 of the Indian Healthcare Improvement Act, allowing a new enrollment or a plan change through the [Marketplace/exchange or other appropriate term].
- u) One time per month for a person who is or becomes a dependent of an Indian, as defined by section 4 of the Indian Healthcare Improvement Act, and who is enrolled or who is enrolling as a Dependent of an Indian, allowing a plan change at the same time as the Indian.

- v) The effective date for an Eligible Person or Dependent under an Individual Coverage Health Reimbursement Arrangement known as ICHRA or a Qualified Small Employer Health Reimbursement Arrangement known as QSEHRA.
- w) The date an Eligible Person moves to a different county in New Jersey provided the plans available from any carrier in the new residence county differ from those available in the prior residence county and the Eligible Person demonstrates having minimum essential coverage for one or more days during the 60 days preceding the move.

Exception: A loss of coverage resulting from nonpayment of premium, fraud or misrepresentation of material fact shall not be a Triggering Event.

**URGENT CARE.** Care for a non-life threatening condition that requires care by a Provider within 24 hours.

[**WALK-IN CLINIC** means a health care facility that provides limited medical care on a scheduled and unscheduled basis. The walk-in clinic may be located in, near or within a drug store, pharmacy, retail store or supermarket. The following are not considered a walk-in clinic: Ambulatory Surgical Center; emergency room; Hospital; outpatient department of a Hospital; Practitioner's office; Urgent Care Facility.]

[**WE, US, OUR.** [Carrier].

**YOU, YOUR, AND YOURS.** The Contractholder or any Member, or Responsible person, as the context in which the term is used suggests.]

## **ELIGIBILITY**

### **Types of Coverage**

The Contractholder who completes an application for coverage may elect coverage just for him/herself and may add one or more eligible Dependents for coverage. The possible types of coverage listed below:

- **Single Coverage** - coverage under this Contract for only one person.
- **Family Coverage** - coverage under this Contract for You, Your Spouse and Your Dependent child(ren).
- **Adult and Child(ren) Coverage** - coverage under this Contract for You and Your Dependent child(ren).
- **[Single and Spouse] [Two Adults] Coverage** - coverage under this Contract for You and Your Spouse.
- **Responsible Person and Children Coverage** - coverage under this Contract for the Responsible Person's Dependent Children or coverage for multiple children for whom the Responsible Person is the legal guardian.

### **Who is Eligible to be Covered**

**The Contractholder** -You, if You are an Eligible Person, [who lives in the designated Service Area in the State of New Jersey].

**Spouse** - Your Spouse [who lives, resides or works in the designated Service Area in the State of New Jersey.], who is an Eligible Person **except:** a Spouse need not be a Resident; [but must be a U.S. Citizen, National or lawfully present in the United States]. **Child** - Your child [who lives, resides or works in the designated Service Area in the State of New Jersey.], who is an Eligible Person and who qualifies as a Dependent, as defined in this Contract, **except:** a child need not be a Resident; [but must be a U.S. Citizen, National or lawfully present in the United States].

**Children** – A Responsible Person's children who are Eligible Persons and who qualify as a Dependent, as defined in this Contract. **Note:** Children must be Residents [ and must be U.S. Citizens, Nationals or lawfully present in the United States].

You may have an unmarried child with a mental or physical handicap, or developmental disability, who is incapable of earning a living. Subject to all of the terms of this section and the Contract, such a child may stay eligible for Dependent health benefits past this Contract's age limit for eligible Dependents.

The child will stay eligible as long as the child is and remains unmarried and incapable of earning a living, if: a) the child's condition started before he or she reached this Contract's age limit; b) the child became covered under this Contract or any other policy or contract before the child reached the age limit and stayed continuously covered or covered after reaching such limit; and c) the child depends on You for most of his or her support and maintenance.

But, for the child to stay eligible, You must send Us written proof that the child is incapacitated or developmentally disabled and depends on You for most of his or her support and maintenance. You have 31 days from the date the child reaches the age limit to do this. We can ask for periodic proof that the child's condition continues. But, after two years, We cannot ask for proof more than once a year.

The child's coverage ends when Your coverage ends.

In order to obtain and continue health care coverage with Us, the Member, who is not covered as either a Dependent Spouse or as a Dependent child, must be a Resident [and a U.S. Citizen, National, or lawfully present in the United States]. We reserve the right to require proof that such Member is a Resident [and a U.S. Citizen, National, or lawfully present in the United States].

### **Adding dependents to this contract**

**Spouse** - You may apply to add Your Spouse by notifying Us in writing. If Your application is made and submitted to Us within 60 days of Your marriage or documentation of domestic partnership or civil union, the Spouse will be covered. as of the first [or fifteenth] of the month following the date We receive the application.

In case of a court order, coverage of a spouse as required by a court order will be effective as of the date specified in the court order.

If You do not submit an application within 60 days of Your Spouse becoming eligible, You may apply to add coverage for Your Spouse during an Annual Open Enrollment Period or during an applicable Special Enrollment Period.

Note: This Spouse provision does **not** apply to a Responsible Person.

**Newborn Children** - Except as stated below with respect to a newborn of a Responsible Person, We will cover Your newborn child for 60 days from the date of birth without additional premium. Coverage may be continued beyond such 60-day period as stated below:

You must give written notice to enroll the newborn child and any additional premium required for Dependent child coverage must be paid within 60 days after the date of birth for coverage to continue beyond the initial 60 days.

If the notice is not given and the premium is not paid within such 60-day period, the newborn child's coverage will end at the end of such 60-day period. You may apply for coverage for the Child during an Annual Open Enrollment Period or during any applicable Special Enrollment Period.

Note: This Newborn Children provision applies to a newborn of a Responsible Person. However, any applicable premium for the newborn child must be paid for the newborn child to be covered from the date of birth.

**Child Dependent** - If You want to add coverage for an adopted child or foster child and You submit an application to Us within 60 days of the date of placement for adoption or placement in foster care, the adopted or foster child will be covered as of the date of placement for adoption or placement in foster care.

If You do not submit an application within 60 days of the placement for adoption or placement in foster care You may apply to add coverage for adopted or foster Child during an Annual Open Enrollment Period or during an applicable Special Enrollment Period.

Except as stated below with respect to a court order, if You want to add coverage for a Child other than a newborn, adopted or foster Child and You submit an application to Us within 60 days of the date the Child is first eligible, the Child will be covered as of the first [or fifteenth] of the month following the date We receive the application.

In case of a court order, coverage of a child dependent as required by a court order will be effective as of the date specified in the court order.

If You do not submit an application within 60 days of the date the Child is first eligible, You may apply to add coverage for the Child during an Annual Open Enrollment Period or during an applicable Special Enrollment Period.

Note: This Child Dependent provision applies to an adopted or foster child of a Responsible Person.

**Please note:** A child born to Your child Dependent is not covered under this Contract unless the child is eligible to be covered as Your Dependent, as defined.

## **[MEMBER] PROVISIONS**

## **THE ROLE OF A [MEMBER'S] PRIMARY CARE PROVIDER**

A [Member's] Primary Care Provider provides basic health maintenance services and coordinates a [Member's] overall health care. Anytime a [Member] needs medical care, the [Member] should contact his or her Primary Care Provider and identify himself or herself as a [Member] of this program.

In an Emergency, a [Member] may go directly to the emergency room. If a [Member] does, then the [Member] must call his or her Primary Care Provider and [Member] Services within 48 hours. If a [Member] does not call within 48 hours, We will provide services only if We Determine that notice was given as soon as was reasonably possible.

## **SELECTING OR CHANGING A PRIMARY CARE PROVIDER**

When You first obtain this coverage You and each of Your covered Dependents must select a Primary Care Provider.

[Members] select a Primary Care Provider from Our [Physician or Practitioners Directory]; this choice is solely a [Member's]. However, We cannot guarantee the availability of a particular Practitioner. If the Primary Care Provider initially selected cannot accept additional patients, a [Member] will be notified and given an opportunity to make another Primary Care Provider selection. [If a [Member] fails to select a Primary Care Provider, We will make a selection on behalf of the [Member].]

[After initially selecting a Primary Care Provider, [Members] can transfer to different Primary Care Providers if the physician-patient relationship becomes unacceptable. The [[Member] can select another Primary Care Provider from Our [Physician or Practitioners] Directory].

[For a discretionary change of PCP, the new PCP selection will take effect no more than 14 days following the date of the request. For a change necessitated by termination of the prior PCP from the Network, the new PCP selection will take effect immediately.

## **[NETWORK**

The Member will have access to given up-to date lists of Network Providers. Except in the case of Urgent Care or a medical Emergency, a Member must obtain Covered Services and Supplies from Network Providers to receive benefits under this Contract. Services and supplies obtained from Providers that are not Network Providers will generally not be covered.

[[Some of the] Providers are classified as [Tier 1] and [Tier 2]. The cost sharing (copayment, deductible and/or coinsurance) is lower for use of [Tier 1] Providers than for [Tier 2] Providers. [In order to take advantage of the lower cost sharing for use of a Tier 1 Hospital it will be necessary to select a PCP who has admitting privileges at the Tier 1 Hospital when hospitalization becomes necessary.]]]

## **Network Provider Information**

A Member may identify network Providers using a provider directory that is available online or in paper format, or through an inquiry to Us made by phone or electronic means. If a Member relies on the information We provide and receives services from a Provider We identified as a network Provider then the member's liability for services is limited to the network level copayment, deductible, coinsurance and maximum out of pocket. If We identified a Provider as a network

Provider but the Provider was an out-of-network provider, and the Member uses the out-of-network Provider who provides services and bills and collects an amount above the network level copayment, deductible, coinsurance and maximum out of pocket, then We will reimburse the Member for the excess amount paid.

### **IDENTIFICATION CARD**

The Identification Card issued by Us to [Members] pursuant to this Contract is for identification purposes only. Possession of an Identification Card confers no right to services or benefits under this Contract, and misuse of such Identification Card constitutes grounds for termination of [Member's] coverage. If the [Member] who misuses the card is the Contractholder, coverage may be terminated for the Contractholder as well as any of his or her Dependents who are [Members]. To be eligible for services or benefits under this Contract, the holder of the card must be a [Member] on whose behalf all applicable premium charges under this Contract have been paid. Any person receiving services or benefits which he or she is not entitled to receive pursuant to the provisions of this Contract shall be charged for such services or benefits at prevailing rates.

If any [Member] permits the use of his or her Identification Card by any other person, such card may be retained by Us, and all rights of such [Member] and his or her Dependents, if any, pursuant to this Contract shall be terminated immediately, subject to the Appeals Procedures.

### **CONFIDENTIALITY**

Information contained in the medical records of [Members] and information received from physicians, surgeons, hospitals or other health professionals incident to the physician-patient relationship or hospital-patient relationship shall be kept confidential by Us; and except for use incident to bona fide medical research and education as may be permitted by law, or reasonably necessary in connection with the administration of this Contract or in the compiling of aggregate statistical data, or with respect to arbitration proceedings or litigation initiated by [Member] against Us, may not be disclosed without the [Member's] written consent, except as required or authorized by law.

### **INABILITY TO PROVIDE [NETWORK] SERVICES AND SUPPLIES**

In the event that due to circumstances not within Our reasonable control, including but not limited to major disaster, epidemic, complete or partial destruction of facilities, riot, civil insurrection, disability of a significant part of Our [Network] Providers or entities with whom We have arranged for services under this Contract, or similar causes, the rendition of medical or hospital benefits or other services provided under this Contract is delayed or rendered impractical, We shall not have any liability or obligation on account of such delay or failure to provide services. We are required only to make a good faith effort to provide or arrange for the provision of services, taking into account the impact of the event. In the event We cannot provide or arrange for any services for three or more days We will refund premium for that period for which no services are available.

### **[REFERRAL FORMS]**

A [Member] can be Referred for Specialist Services by a [Member's] Primary Care Provider.

**Except in the case of an Emergency, a [Member] will not be eligible for any services provided by anyone other than a [Member's] Primary Care Provider (including but not limited to Specialist Services) if a [Member] has not been Referred by his or her Primary Care**

**Provider. Referrals must be obtained prior to receiving services and supplies from any Practitioner other than the [Member's] Primary Care Provider.]**

*[Note to Carrier: Omit this Referral Forms text if the plan does not require members to get a referral.]*

## **NON-COMPLIANCE WITH MEDICALLY NECESSARY AND APPROPRIATE TREATMENT**

A [Member] has the right under New Jersey law to refuse procedures, medicines, or courses of treatment. A [Member] has the right to participate in decision-making regarding the [Member's] care. Further, a [Member] may, for personal, religious or cultural reasons disagree or not comply with procedures, medicines, or courses of treatment deemed Medically Necessary and Appropriate by a [Network] Practitioner. A [Member] who refuses procedures, medicines or courses of treatment has the right to seek a second opinion from another [Network] Practitioner. If such [Network] Practitioner(s) believe(s) that the recommended procedures, medicines, or courses of treatment are Medically Necessary and Appropriate, the [Network] Practitioner shall inform the [Member] of the consequences of not complying with the recommended procedures, medicines, or courses of treatment and seek to resolve the disagreement with the [Member] and or the [Member's] family or other person acting on the [Member's] behalf. If the [Member] refuses to comply with recommended procedures, medicines, or courses of treatment, We will notify the [Member] in writing that We will not provide further benefits or services for the particular condition or its consequences. The [Member's] decision to reject Medically Necessary and Appropriate procedures, medicines, or courses of treatment is subject to the Appeals Procedure and We will continue to provide all benefits covered by the Contract during the pendency of the Appeals Procedure. We reserve the right to expedite the Appeals Procedure. If the Appeals Procedure results in a decision upholding the position of the [Network] Practitioner(s) and the dispute is unresolved, We will have no further responsibility to provide any of the benefits available under this Contract for treatment of such condition or its consequences unless the [Member] asks, in writing and within 7 days of being informed of the result of the Appeals Procedure, to terminate his or her coverage under this Contract. In such event, We will continue to provide all benefits covered by this Contract for 30 days or until the date of termination, whichever comes first, and We and the [Network] Practitioner will cooperate with the [Member] in facilitating a transfer of care.

## **REFUSAL OF LIFE-SUSTAINING TREATMENT**

A [Member] has the right under New Jersey law to refuse life sustaining treatment. A [Member] who refuses life sustaining treatment remains eligible for all benefits including Home Health and Hospice benefits in accordance with this Contract. We will follow a [Member's] properly executed advance directive or other valid indication of refusal of life sustaining treatment.

## **TERMINATION FOR CAUSE**

If any of the following conditions exist, We may give written notice to the [Member] that the person is no longer covered under this Contract:

- a) **Untenable Relationship:** After reasonable efforts, We and/or [Network] Providers are unable to establish and maintain a satisfactory relationship with the [Member] or the [Member] fails to abide by our rules and regulations, or the [Member] acts in a manner which is verbally or physically abusive or the [Member] abuses the system, including but not limited to; theft, damage to [Our] [Network Provider's] property, and consistent failure to keep scheduled appointments.



- b) **Misuse of Identification Card:** The [Member] permits any other person who is not authorized by Us to use any identification card We issue to the [Member].
- c) **Furnishing Incorrect or Incomplete Information:** The [Member] furnishes material information that is either incorrect or incomplete in a statement made for the purpose of effecting coverage under this Contract. This condition is subject to the provisions of the **Incontestability of the Contract** section.
- d) **Nonpayment:** The [Member] fails to pay any Copayment [or Coinsurance] or to make any reimbursement to Us required under this Contract.
- e) **Misconduct:** The [Member] abuses the system through forgery of drug prescriptions.
- f) **Failure to Cooperate:** The [Member] fails to assist Us in coordinating benefits as described in the **Coordination of Benefits and Services** Section.

If We give the [Member] such written notice:

- a) that person will cease to be a [Member] for the coverage under this Contract immediately if termination is occurring due to **Misuse of Identification Card** (b above) or **Misconduct** (e above), otherwise, on the date 31 days after such written notice is given by Us; and
- b) no benefits will be provided to the [Member] under the coverage after that date.

Any action by Us under these provisions is subject to review in accordance with the Appeal Procedures We establish.

## REPORTS AND RECORDS

We are entitled to receive from any Provider of services to a [Member], such information We deem is necessary to administer this Contract, subject to all applicable confidentiality requirements as defined in this Contract. By accepting coverage under this Contract, You, for Yourself, and for all Dependents covered hereunder, authorizes each and every Provider who renders services to the [Member] hereunder to disclose to Us all facts and information pertaining to the care, treatment and physical condition of the [Member] and render reports pertaining to same to Us, upon request, and to permit copying of a [Member's] records by Us.

## MEDICAL NECESSITY

[Members] will receive designated benefits under the Contract only when Medically Necessary and Appropriate. We may Determine whether any benefit provided under the Contract was Medically Necessary and Appropriate, and We have the option to select the appropriate [Network] Hospital to render services if hospitalization is necessary. Decisions as to what is Medically Necessary and Appropriate are subject to review by [Our quality assessment committee or its physician designee]. We will not, however, seek reimbursement from an eligible [Member] for the cost of any covered benefit provided under the Contract that is later Determined to have been medically unnecessary and inappropriate, when such service is rendered by a Primary Care Provider or a Provider referred in writing by the Primary Care Provider without notifying the [Member] that such benefit would not be covered under this Contract.

## LIMITATION ON SERVICES

Except in cases of Emergency, services are available only from Network Providers. We shall have no liability or obligation whatsoever on account of any service or benefit sought or received by a [Member] from any Provider or other person, entity, institution or organization unless prior arrangements are made by Us.

## **PROVIDER PAYMENT**

[[Different] providers in Our Network have agreed to be paid [in different ways by Us. A Member's Provider may be paid] [each time he or she treats the Member ("fee for service")] [, or may be paid] [a set fee for each month for each Member whether or not the Member actually receives services ("capitation")] [, or may receive] [a salary]. [These payment methods may include financial incentive agreements to pay some providers more ("bonuses") or less ("withholds") based on many factors: Member satisfaction, quality of care, and control of costs and use of services among them.] If a Member desires additional information about how Our Primary Care Providers or any other Provider in Our Network are compensated, please call Us at [telephone number] or write [address].

The laws of the state of New Jersey, at N.J.S.A. 45:9-22.4 et seq., mandate that a physician, chiropractor or podiatrist who is permitted to make Referrals to other health care Providers in which he or she has a significant financial interest inform his or her patients of any significant financial interest he or she may have in a health care Provider or Facility when making a Referral to that health care Provider or Facility. If a Member wants more information about this the [Member], the [Member] should contact his or her physician, chiropractor or podiatrist. If a Member believes he or she is not receiving the information to which the Member is entitled, contact the Division of Consumer Affairs in the New Jersey Department of Law and Public Safety at (973) 504-6200 OR (800) 242-5846.]

## **APPEAL PROCEDURE**

NOTE TO CARRIERS: Insert Appeals Procedure text here. The Appeal Procedure text must satisfy the requirements of N.J.A.C. 11:24-8.5 et seq. The text must include specific information regarding the Stage 1 and External Appeals process. The text must address the specific appeals process and in-plan exception required by P.L. 2017, c. 28.

## **CONTINUATION OF CARE**

We shall provide written notice to each [Member] at least 30 business days prior to the termination or withdrawal from Our Provider Network of a [Member's] PCP and any other Provider from which the [Member] is currently receiving a course of treatment, as reported to Us. The 30-day prior notice may be waived in cases of immediate termination of a health care professional based on a breach of contract by the health care professional, a determination of fraud, or where Our medical director is of the opinion that the health care professional is an imminent danger to the patient or the public health, safety or welfare.

We shall assure continued coverage of covered services at the contract rate by a terminated health care professional for up to four months in cases where it is Medically Necessary and Appropriate for the [Member] to continue treatment with the terminated health care professional and in certain cases of active treatment for up to 90 days, as described below.

In case of a [Member] in active treatment for a health condition for which the Provider attests that discontinuing care by the Provider would worsen the [Member's] condition or interfere with anticipated outcomes, coverage of the terminated Provider shall continue for the duration of the treatment, or up to 90 days, whichever occurs first..

In case of pregnancy of a [Member], coverage of services for the terminated health care professional shall continue to the postpartum evaluation of the [Member], up to six weeks after the

delivery. With respect to pregnancy, Medical Necessity and Appropriateness shall be deemed to have been demonstrated.

For a [Member] who is receiving post-operative follow-up care, We shall continue to cover the services rendered by the health care professional for the duration of the treatment or for up to six months, whichever occurs first.

For a [Member] who is receiving oncological treatment or psychiatric treatment, We shall continue to cover services rendered by the health care professional for the duration of the treatment or for up to 12 months, whichever occurs first.

For a [Member] receiving the above services in an acute care Facility, We will continue to provide coverage for services rendered by the health care professional regardless of whether the acute care Facility is under contract or agreement with Us.

Services shall be provided to the same extent as provided while the health care professional was employed by or under contract with Us. Reimbursement for services shall be pursuant to the same schedule used to reimburse the health care professional while the health care professional was employed by or under contract with Us.

If a [Member] is admitted to a health care Facility on the date this Contract is terminated, We shall continue to provide benefits for the [Member] until the date the [Member] is discharged from the Facility.

We shall not continue services in those instances in which the health care professional has been terminated based upon the opinion of Our medical director that the health care professional is an imminent danger to a patient or to the public health, safety and welfare, a determination of fraud or a breach of contract by a health care professional. The Determination of the Medical Necessity and Appropriateness of a [Member's] continued treatment with a health care professional shall be subject to the appeal procedures set forth in this Contract. We shall not be liable for any inappropriate treatment provided to a [Member] by a health care professional who is no longer employed by or under contract with Us.

If We refer a [Member] to a [Non-Network] provider, the service or supply shall be covered as a [Network] service or supply. We are fully responsible for payment to the health care professional and the [Member's] liability shall be limited to any applicable [Network] Copayment, or Coinsurance for the service or supply.

## **[COVERAGE PROVISION**

[The Schedule lists Copayments, Deductible Amounts, and/or Coinsurance as well as Maximum Out of Pocket Amounts. These terms are explained below. [The Copayments, Deductible Amounts, Coinsurance and Maximum Out of Pocket amounts for [some] Network services are listed under [Tier 1] and [Tier 2]. The Copayment, Deductible and/or Coinsurance) is lower for use of [Tier 1] Providers than for [Tier 2] Providers.] ]

### **[The Cash Deductible**

Each Calendar Year, each Member must incur charges for Covered Services or Supplies that exceed the Cash Deductible before We provide coverage for Covered Services or Supplies to that person. The Cash Deductible is shown in the Schedule. The Cash Deductible cannot be met with Non-Covered Services or Supplies. Only charges for Covered Services or Supplies incurred by the Member while covered by this Contract can be used to meet this Cash Deductible.

Once the Cash Deductible is met, We provide coverage for other Covered Services or Supplies above the Cash Deductible incurred by that Member, less any applicable Coinsurance or Copayments, for the rest of that Calendar Year. But all charges must be incurred while that Member is covered by this Contract. What We cover is based on all the terms of this Contract.]

### **[Family Deductible Limit**

This Contract has a family deductible limit of two Cash Deductibles for each Calendar Year. Once [Members] in a family meet the family Cash Deductible in a Calendar Year, We provide coverage for Covered Services and Supplies for all Members who are part of the covered family, less any applicable Coinsurance or Copayments, for the rest of that Calendar Year. What We pay is based on all the terms of this Contract.]

[Please note: There are separate Cash Deductibles for [Tier 1] and [Tier 2] as shown on the Schedule of Insurance and Premium Rates.]

[The [Tier 1] Deductible is for treatment, services or supplies given by a [Tier 1] Network Provider. The other is for treatment, services or supplies given by a [Tier 2] Network Provider. Each Cash Deductible is shown in the Schedule.

Each Calendar Year, each Member must have Covered Services and Supplies from a [Tier 1] Network Provider that exceed the Cash Deductible before We pay benefits for those types of Covered Services and Supplies to that Member. Only Covered Services and Supplies incurred by the Member for treatment, services or supplies from a [Tier 1] Network Provider, while covered by this Contract, can be used to meet this Cash Deductible. Once the Cash Deductible is met, We pay benefits for other such [Tier 1] Covered Services and Supplies above the Cash Deductible incurred by that Member, less any applicable Coinsurance or Copayments, for the rest of that Calendar Year.

Each Calendar Year, each Member must have Covered Services and Supplies from a [Tier 2] Network Provider that exceed the Cash Deductible before We pay benefits for those types of Covered Services and Supplies to that Member. Only Covered Services and Supplies incurred by the Member for treatment, services or supplies from a [Tier 2] Network Provider, while covered by this Contract, can be used to meet this Cash Deductible. Once the Cash Deductible is met, We

pay benefits for other such [Tier 2] Covered Services and Supplies above the Cash Deductible incurred by that Member, less any applicable Coinsurance or Copayments, for the rest of that Calendar Year.

Neither the [Tier 1] nor the [Tier 2] Cash Deductible can be met with Non-Covered Services and Supplies. Only Covered Services and Supplies incurred by the Member while covered by this Contract can be used to meet either Cash Deductible. What We pay is based on all the terms of this Contract.]

*(Use the above text if the Tier 1 and Tier 2 deductibles accumulate separately and independently.)*

[The [Tier 1] Deductible is for treatment, services or supplies given by a [Tier 1] Network Provider. The other is for treatment, services or supplies given by a [Tier 2] Network Provider as well as for treatment, services or supplies given by a [Tier 1] Network that are applied to the [Tier 1] Deductible. Each Cash Deductible is shown in the Schedule.

Each Calendar Year, each Member must have Covered Services and Supplies from a [Tier 1] Network Provider that exceed the Cash Deductible before We pay benefits for those types of Covered Services and Supplies to that Member. Only Covered Services and Supplies incurred by the Member for treatment, services or supplies from a [Tier 1] Network Provider, while covered by this Contract, can be used to meet this Cash Deductible. Once the Cash Deductible is met, We pay benefits for other such [Tier 1] Covered Services and Supplies above the Cash Deductible incurred by that Member, less any applicable Coinsurance or Copayments, for the rest of that Calendar Year.

Each Calendar Year, the sum of the Covered Services and Supplies for each Member from a [Tier 2] Network Provider and those from a [Tier 1] Provider must exceed the [Tier 2] Cash Deductible before We pay benefits for [Tier 1] and [Tier 2] Covered Services and Supplies to that Member. Only Covered Services and Supplies incurred by the Member for treatment, services or supplies from a [Tier 1] or a [Tier 2] Network Provider, while covered by this Contract, can be used to meet this Cash Deductible. Once the Cash Deductible is met, We pay benefits for other such Covered Services and Supplies above the Cash Deductible incurred by that Member, less any applicable Coinsurance or Copayments, for the rest of that Calendar Year.

Neither the [Tier 1] nor the [Tier 2] Cash Deductible can be met with Non-Covered Services and Supplies. Only Covered Services and Supplies incurred by the Member while covered by this Contract can be used to meet either Cash Deductible. What We pay is based on all the terms of this Contract.]

*(Use the above text if the Tier 1 deductible can be satisfied separately and allows a Member to be in benefit for further Tier 1 Covered Services and Supplies and is also applied toward the satisfaction of the Tier 2 deductible.)*

**[Deductible Credit:** For the first Calendar Year of this Contract, a [Member] will receive credit for any Deductible amounts satisfied under previous coverage within the same Calendar Year that Your first Calendar Year starts under this Contract provided there has been no lapse in coverage between the previous coverage and this Contract.

This credit will be applied whether Your previous coverage was under a plan with Us or with another carrier. You will be required to provide Us with adequate documentation of the amounts satisfied.

**NOTE:** There is no Coinsurance credit from previous coverage unless the Member is entitled to a cost sharing reduction under Federal law and as a result of an eligibility change replaces a prior contract issued by Us with this Contract where both contracts have the same classification of coverage. In addition, there is no Deductible or Coinsurance carryover into the next Calendar Year.]

### **Maximum Out of Pocket**

Maximum out of pocket means the annual maximum dollar amount that a Member must pay as Copayment, Deductible and Coinsurance for all Covered Services or Supplies in a Calendar Year. All amounts paid as Copayment, Deductible and Coinsurance shall count toward the Maximum Out of Pocket. Once the Maximum Out of Pocket has been reached, the Member has no further obligation to pay any amounts as Copayment, Deductible and Coinsurance for Covered Services or Supplies for the remainder of the Calendar Year.

Once Members in a family meet the family Maximum Out of Pocket, no other Member in that family will be required to pay any amounts as Copayments, Deductible or Coinsurance for Covered Services and Supplies for the remainder of the Calendar Year.

### **[Tier 1] and [Tier 2] Maximum Out of Pocket**

[Please note: There are separate Maximum Out of Pocket amounts for [Tier 1] and [Tier 2] as shown on the Schedule.]

[Tier 1] Network Maximum Out of Pocket means the annual maximum dollar amount that a Member must pay as Copayment, Deductible and Coinsurance for all [Tier 1] Network Covered Services and Supplies in a Calendar Year. All amounts paid as Copayment, Deductible and Coinsurance shall count toward the [Tier 1] Network Maximum Out of Pocket. Once the [Tier 1] Network Maximum Out of Pocket has been reached, the Member has no further obligation to pay any amounts as Copayment, Deductible and Coinsurance for [Tier 1] Network Covered Services and Supplies for the remainder of the Calendar Year.

Once any combination of Members in a family meet an amount equal to two times the [Tier 1] individual Maximum Out of Pocket, no Member in that family will be required to pay any amounts as Copayments, Deductible or Coinsurance for [Tier 1] Network Covered Services and Supplies for the remainder of the Calendar Year.

[Tier 2] Network Maximum Out of Pocket means the annual maximum dollar amount that a Member must pay as Copayment, Deductible and Coinsurance for all [Tier 2] Network Covered Services and Supplies in a Calendar Year. All amounts paid as Copayment, Deductible and Coinsurance shall count toward the [Tier 2] Network Maximum Out of Pocket. Once the [Tier 2] Network Maximum Out of Pocket has been reached, the Member has no further obligation to pay any amounts as Copayment, Deductible and Coinsurance for [Tier 2] Network Covered Services and Supplies for the remainder of the Calendar Year.

Once any combination of Members in a family meet an amount equal to two times the [Tier 2] individual Maximum Out of Pocket, no Member in that family will be required to pay any amounts as Copayments, Deductible or Coinsurance for Covered Services and Supplies for the remainder of the Calendar Year.]

*(Use the above Tier 1 and Tier 2 text if the MOOPS accumulate separately.)*

[[Tier 1] Network Maximum Out of Pocket means the annual maximum dollar amount that a Member must pay as Copayment, Deductible and Coinsurance for all Tier 1 Network Covered Services and Supplies in a Calendar Year. All amounts paid as Copayment, Deductible and Coinsurance shall count toward the [Tier 1] Network Maximum Out of Pocket. Once the [Tier 1] Network Maximum Out of Pocket has been reached, the Member has no further obligation to pay any amounts as Copayment, Deductible and Coinsurance for [Tier 1] Network Covered Services and Supplies for the remainder of the Calendar Year.

Once any combination of Members in a family meet an amount equal to two times the [Tier 1] individual Maximum Out of Pocket, no Member in that family will be required to pay any amounts as Copayments, Deductible or Coinsurance for [Tier 1] Covered Services and Supplies for the remainder of the Calendar Year.

[Tier 2] Network Maximum Out of Pocket means the annual maximum dollar amount that a Member must pay as Copayment, Deductible and Coinsurance for all [Tier 1] Network **and** [Tier 2] Network Covered Services and Supplies in a Calendar Year. All amounts paid as Copayment, Deductible and Coinsurance shall count toward the [Tier 2] Network Maximum Out of Pocket. Once the [Tier 2] Network Maximum Out of Pocket has been reached, the Member has no further obligation to pay any amounts as Copayment, Deductible and Coinsurance for [Tier 1] Network or [Tier 2] Network Covered Services and Supplies for the remainder of the Calendar Year.

Once any combination of Members in a family meet an amount equal to two times the [Tier 2] individual Maximum Out of Pocket, no Member in that family will be required to pay any amounts as Copayments, Deductible or Coinsurance for [Tier 1] and [Tier 2] Covered Services and Supplies for the remainder of the Calendar Year.

*(Use the above text if the Tier 1 MOOP can be met separately and the Tier 1 MOOP is also applied toward the satisfaction of the Tier 2 MOOP.)*

#### **[The Cash Deductible:**

For Single Coverage Only

Each Calendar Year, You must have Covered Charges that exceed the per Member Cash Deductible before We pay any benefits to You for those charges. The per Member Cash Deductible is shown in the Schedule. The Cash Deductible cannot be met with Non-Covered Charges. Only Covered Charges incurred by You while insured can be used to meet the Cash Deductible.

Once the per Member Deductible is met, We pay benefits for other Covered Charges above the Deductible amount incurred by You, less any applicable Coinsurance, for the rest of that Calendar Year. But all charges must be incurred while You are insured by this Contract. And what We pay is based on all the terms of this Contract including benefit limitations and exclusion provisions.

#### **Family Deductible Limit:**

#### For Other than Single Coverage

The per Member Cash Deductible is **not** applicable. This Contract has a per Covered Family Cash Deductible which applies in all instances where this Contract provides coverage that is not single only coverage. Once any combination of Members in a family meets the Per Covered Family Cash Deductible shown in the Schedule, We pay benefits for other Covered Charges incurred by any member of the covered family, less any Coinsurance, for the rest of that Calendar Year.

#### **Maximum Out of Pocket:**

The Per Member and Per Covered Family Maximum Out of Pocket amounts are shown in the Schedule.

In the case of single coverage, for a Member, the Maximum Out of Pocket is the annual maximum dollar amount that a member must pay as per Member Cash Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a Calendar Year. Once the Per member Maximum Out of Pocket has been met during a Calendar Year, no further Deductible or Coinsurance or Copayments will be required for such Member for the rest of the Calendar Year.

In the case of coverage which is other than single coverage, for a member, the per Member Maximum Out of Pocket is the annual maximum dollar amount that a Member must pay as per Covered Family Cash Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a Calendar Year. Once the Per Member Maximum Out of Pocket has been met during a Calendar Year, no further Deductible or Coinsurance or Copayments will be required for such Member for the rest of the Calendar Year.

In the case of coverage which is other than single coverage, for a Covered Family, the Maximum Out of Pocket is the annual maximum dollar amount that members of a covered family must pay as per Covered Family Cash Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a Calendar Year. Once the Per Covered Family Maximum Out of Pocket has been met during a Calendar Year, no further Deductible or Coinsurance or Copayment will be required for members of the covered family for the rest of the Calendar Year.]

*[Note to carriers: Use the above text for cash deductible, family limit and MOOP if the plan is issued as a non-tiered high deductible health plan that could be used in conjunction with an HSA.]*

[Please note: There are separate Cash Deductibles for [Tier 1] and [Tier 2] as shown on the Schedule of Insurance.

The [Tier 1] Deductible is for treatment, services or supplies given by a [Tier 1] Network Provider. The other is for treatment, services or supplies given by a [Tier 2] Network Provider [as well as for treatment, services and supplies given by a [Tier 1] Network Provider that are applied to the [Tier 1 and Tier 2] Cash Deductibles]. Each Cash Deductible is shown in the Schedule of Services and Supplies.

#### **The Cash Deductible:**

For Single Coverage Only: [Tier 1]

Each Calendar Year, You must have Covered Charges that exceed the [Tier 1] per Member Cash Deductible before We pay any benefits to You for those charges. The [Tier 1] per Member Cash Deductible is shown in the Schedule. The Cash Deductible cannot be met with Non-Covered



Charges. Only Covered Charges incurred by You while insured can be used to meet the Cash Deductible.

Once the [Tier 1] per Member Cash Deductible is met, We pay benefits for other Covered Charges above the Deductible amount incurred by You, less any applicable Coinsurance, for the rest of that Calendar Year. But all charges must be incurred while You are insured by this Contract. And what We pay is based on all the terms of this Contract including benefit limitations and exclusion provisions.

For Single Coverage Only: [Tier 2]

Each Calendar Year, You must have Covered Charges that exceed the [Tier 2] per Member Cash Deductible before We pay any benefits to You for those charges. [Covered Charges applied to the [Tier 1] per Member Cash Deductible also apply to this [Tier 2] per Member Cash Deductible.] The [Tier 2] per Member Cash Deductible is shown in the Schedule. The Cash Deductible cannot be met with Non-Covered Charges. Only Covered Charges incurred by You while insured can be used to meet the Cash Deductible.

Once the [Tier 2] per Member Cash Deductible is met, We pay benefits for other Covered Charges above the Deductible amount incurred by You, less any applicable Coinsurance, for the rest of that Calendar Year. But all charges must be incurred while You are insured by this Contract. And what We pay is based on all the terms of this Contract including benefit limitations and exclusion provisions.

#### **Family Deductible Limit:**

For Other than Single Coverage: [Tier 1]

The [Tier 1] per Member Cash Deductible is **not** applicable. This Contract has a [Tier 1] per Covered Family Cash Deductible which applies in all instances where this Contract provides coverage that is not single only coverage. Once any combination of Members in a family meets the [Tier 1] per Covered Family Cash Deductible shown in the Schedule, We pay benefits for other Covered Charges incurred by any member of the covered family, less any Coinsurance, for the rest of that Calendar Year.

For Other than Single Coverage: [Tier 2]

The [Tier 2] per Member Cash Deductible is **not** applicable. This Contract has a [Tier 2] per Covered Family Cash Deductible which applies in all instances where this Contract provides coverage that is not single only coverage. Once any combination of Members in a family meets the [Tier 2] per Covered Family Cash Deductible shown in the Schedule, We pay benefits for other Covered Charges incurred by any member of the covered family, less any Coinsurance, for the rest of that Calendar Year. [Note that Covered Charges applied to the [Tier 1] per Covered Family Cash Deductible also apply to this [Tier 2] per Covered Family Cash Deductible.]

#### **Maximum Out of Pocket:**

The [Tier 1 and Tier 2] Per Member and [Tier 1 and Tier 2] Per Covered Family Maximum Out of Pocket amounts are shown in the Schedule.

For Single Coverage Only: [Tier 1]

In the case of single coverage, for a Member, the [Tier 1] Maximum Out of Pocket is the annual maximum dollar amount that a Member must pay as per Member Cash Deductible *plus*

Coinsurance and Copayments for all covered services and supplies in a Calendar Year. Once the [Tier 1] per Member Maximum Out of Pocket has been met during a Calendar Year, no further Deductible or Coinsurance or Copayments will be required for such Member for the rest of the Calendar Year.

For Single Coverage Only: [Tier 2]

In the case of single coverage, for a Member, the [Tier 2] Maximum Out of Pocket is the annual maximum dollar amount that a Member must pay as per Member Cash Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a Calendar Year. [All per Member Cash Deductible *plus* Coinsurance and Copayments applied to the [Tier 1] per Member Maximum Out of Pocket also apply to this [Tier 2] per Member Maximum Out of Pocket.] Once the [Tier 2] per Member Maximum Out of Pocket has been met during a Calendar Year, no further Deductible or Coinsurance or Copayments will be required for such Member for the rest of the Calendar Year.

For Other than Single Coverage: [Tier 1]

In the case of coverage which is other than single coverage, for a Member, the [Tier 1] per Member Maximum Out of Pocket is the annual maximum dollar amount that a Member must pay as [Tier 1] per Covered Family Cash Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a Calendar Year. Once the [Tier 1] per Member Maximum Out of Pocket has been met during a Calendar Year, no further [Tier 1] Deductible or Coinsurance or Copayments will be required for such Member for the rest of the Calendar Year.

In the case of coverage which is other than single coverage, for a Covered Family, the [Tier 1] Maximum Out of Pocket is the annual maximum dollar amount that members of a covered family must pay as [Tier 1] per Covered Family Cash Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a Calendar Year. Once the [Tier 1] per Covered Family Maximum Out of Pocket has been met during a Calendar Year, no further [Tier 1] Deductible or Coinsurance or Copayment will be required for members of the covered family for the rest of the Calendar Year.

For Other than Single Coverage: [Tier 2]

In the case of coverage which is other than single coverage, for a Member, the [Tier 2] per Member Maximum Out of Pocket is the annual maximum dollar amount that a Member must pay as [Tier 2] per Covered Family Cash Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a Calendar Year. Once the [Tier 2] per Member Maximum Out of Pocket has been met during a Calendar Year, no further [Tier 2] Deductible or Coinsurance or Copayments will be required for such Member for the rest of the Calendar Year. [Note that amounts applied to the [Tier 1] per Member Maximum Out of Pocket also apply to this [Tier 2] per Member Maximum Out of Pocket.]

In the case of coverage which is other than single coverage, for a Covered Family, the [Tier 2] Maximum Out of Pocket is the annual maximum dollar amount that members of a covered family must pay as [Tier 2] per Covered Family Cash Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a Calendar Year. Once the [Tier 2] per Covered Family Maximum Out of Pocket has been met during a Calendar Year, no further [Tier 2] Deductible or Copayment will be required for members of the covered family for the rest of the

Calendar Year. [Note that amounts applied to the [Tier 1] per Covered Family Maximum Out of Pocket also apply to this [Tier 2] per Covered Family Maximum Out of Pocket.]]

*[Note to carriers: Use the above text for cash deductible, family limit and MOOP if the plan is issued as a tiered high deductible health plan that could be used in conjunction with an HSA.]*

### **Impact of the Consolidated Appropriations Act (CAA) on Copayments, Deductible Amounts, and/or Coinsurance, Maximum Out of Pocket Amounts and Balance Billing**

#### Emergency Services

If a Member receives emergency services at a Hospital or independent freestanding emergency department, the Member's liability for services rendered by an out-of-network Provider is limited to the network level copayment, deductible, coinsurance and maximum out-of-pocket. The Member cannot be balance billed for the services.

Except as stated below, the Member's liability for post-stabilization emergency services is also limited to the network level copayment, deductible, coinsurance and maximum out-of-pocket.

**Exception:** If **all** the following conditions are met, the out-of-network Provider may balance bill for the services:

- a) The Member's treating Practitioner determines that the Member's medical condition would allow non-medical or non-emergency transportation to a network Provider located within a reasonable travel distance;
- b) The Member's treating Practitioner determines the Member is in a condition to receive notice and provide informed consent; and
- c) The out of network Provider provides the Member with written notice as required by the CAA and obtains consent to balance bill.

#### Non-Emergency Services by Out-of-Network Practitioners at Network Facilities

If a Member receives services at a network Hospital, including Hospital outpatient department, critical access Hospital or an Ambulatory Surgical Center, the Member's liability for the following types of services will be limited to the network level copayment, deductible, coinsurance and maximum out-of-pocket. The Member cannot be balance billed for the services.

- a) Services and supplies related to emergency medicine, anesthesiology, pathology, radiology, neonatology
- b) Services and supplies provided by assistant surgeons, hospitalists and intensivists
- c) Diagnostic services, including radiology and laboratory services
- d) Services and supplies provided by an out-of-network Practitioner if there is no network Practitioner who can provide the service or supply at the Facility.

#### Air Ambulance

If a Member receives covered air ambulance services the Member's liability for such services rendered by an out-of-network air ambulance provider is limited to the network level copayment, deductible, coinsurance and maximum out-of-pocket. The Member cannot be balance billed for the services.

### **COVERED SERVICES & SUPPLIES**

[Members] are entitled to receive the benefits in the following sections when Medically Necessary and Appropriate, subject to the payment by [Members] of applicable copayments [Cash Deductible,][or Coinsurance] as stated in the applicable Schedule of Services and Supplies and subject to the terms, conditions and limitations of this Contract. Read the entire Contract to determine what treatment, services and supplies are limited or excluded.

(a) **OUTPATIENT SERVICES.** The following services are covered [only] at the Primary Care Provider's office [or other Network Facility or Practitioner's office] selected by a [Member][, or elsewhere upon prior written Referral by a [Member]'s Primary Care Provider]:

1. **Office visits** during office hours, and during non-office hours when Medically Necessary and Appropriate. [Virtual primary care] [and] [walk-in clinic visits], as described below, [is] [are] also available.

We cover virtual primary care (VPC) without deductible, copayment or coinsurance for the services listed below for [all] members [18 years of age or older]. VPC is in addition to and does not replace coverage of in-person or Telemedicine or Telehealth visits to a Primary Care Provider.

[VPC must be provided by Practitioner, whose network contract with Us is to provide VPC by Telemedicine.]

Covered VPC Telemedicine services include:

- a) General primary care consultations;
- b) Preventive care screening and counseling;
- c) Preventive care biometric review and analysis:
  - If a Member will perform self-assessments, the Member will be provided with a blood pressure cuff and heart monitor at no cost when the first VPC consultation is scheduled.
  - A Member's results may be self-reported or reviewed by a VPC Telemedicine Practitioner by a remote device;
- d) Consultations for non-emergency Illness or Injury, including prescriptions, when needed
- e) Prescription drug coordination to encourage safe and appropriate use of medications
- f) Follow-up care and coordination with Practitioners

The VPC telemedicine Practitioner can help a Member identify network Practitioners for covered services ordered during a virtual consultation, including:

- a) Diagnostic lab tests
- b) Preventive care immunizations
- c) In-person preventive care
- d) In-person biometric screenings such as cholesterol and blood sugar testing

The applicable deductible, copayment or coinsurance will apply for services not provided by a VPC Telemedicine Practitioner and for any prescription drugs.

Note: Telemedicine consultations received from a Practitioner who is not a VPC Telemedicine Practitioner are not covered under this virtual primary care provision.]

[We cover health care services provided through a Walk-in Clinic. Covered services include:

- a) Scheduled and unscheduled visits for Illnesses and Injuries that are not visits to treat an Emergency;
- b) Preventive care immunizations administered within the scope of the Walk-in Clinic's license;

- c) Telemedicine and/or Telehealth consultations;
- d) Individual screening and counseling services to address obesity or health diet as well as tobacco cessation.]

2. **Home visits** by a [Member]'s Primary Care Provider.

3. **Preventive Care, including but not limited to Periodic health examinations** such as:

- a. Well child care from birth including immunizations;
- b. Routine physical examinations, including eye examinations;
- c. Routine gynecologic exams and related services;
- d. Routine ear and hearing examination; and
- e. Routine allergy injections and immunizations (but not if solely for the purpose of travel or as a requirement of a [Member]'s employment).

4. **Maternity Care.** We pregnancies and associated maternity care the same way We would cover an Illness. Maternity care includes medically necessary prenatal and postpartum visits, laboratory and imaging services. [We also cover Doula care.]

5. **Diagnostic Services.**

6. **Casts and dressings.**

7. **Ambulance service** when certified in writing as Medically Necessary and Appropriate by a [Member]'s Primary Care Provider and Pre-Approved by Us.

8. **Orthotic or Prosthetic Appliances.** We cover charges incurred in obtaining an Orthotic Appliance or a Prosthetic Appliance if the [Member's] Practitioner determines the appliance is medically necessary. The deductible, coinsurance or copayment as applicable to a [physician visit to a non-Specialist Doctor] [PCP visit] for treatment of an Illness or Injury will apply to the Orthotic Appliance or Prosthetic Appliance.

The Orthotic Appliance or Prosthetic Appliance may be obtained from any Network licensed orthotist or prosthetist or any certified pedorthist.

Coverage for the appliances will be provided to the same extent as other charges under the Contract.

9. **Durable Medical Equipment** when ordered by a [Member]'s Primary Care Provider and arranged through Us. Items such as walkers and wheelchairs are examples of durable medical equipment that are also habilitative devices.

10. [Subject to Our Pre-Approval, as applicable,] **Prescription Drugs which require a Practitioner's prescription**, [and contraceptives not covered under the Contraceptives provision] and insulin syringes and insulin needles, glucose test strips and lancets, colostomy bags, belts and irrigators when obtained through a Network Provider. [Maintenance Drugs may be obtained from a Participating Mail Order Pharmacy.]

[A prescription or refill will not include a prescription or refill that is more than:

- a) the greater of a 90 day supply or 100 unit doses for each prescription or refill; or

b) the amount usually prescribed by the [Member's] Network Provider.

A supply will be considered to be furnished at the time the Prescription Drug is received.] [We have identified certain Prescription Drugs [including Specialty Pharmaceuticals] for which Pre-Approval is required. We will provide the list of Prescription Drugs for which Pre-Approval is required to You. We will give at least 30 days advance written notice to You before revising the list of Prescription Drugs to add a Prescription Drug to the list.

We cover Medically Necessary and Appropriate supplies which require a prescription, are prescribed by a Practitioner, and are essential to the administration of the prescription drug.

[If a [Member] purchases a Brand Name Drug when there is a Generic Prescription Drug alternative, We will cover the Generic Prescription Drug subject to the applicable cost sharing, whether Deductible, Coinsurance or Copayment. Except as stated below, the [Member] is responsible for the difference between the cost of the Brand Name Drug and the Generic Prescription Drug. Exception: if the provider states "Dispense as Written" on the prescription the [Member] will be responsible for the applicable cost sharing for the Brand Name Prescription Drug.

[A [Member] must pay the appropriate Copayment shown below for each Prescription Drug each time it is dispensed by a Participating Pharmacy [or by a Participating Mail Order Pharmacy]. The Copayment must be paid before the Contract pays any benefit for the Prescription Drug. The Copayment for each prescription or refill [which is not obtained through the Mail Order Program] is shown in the Schedule.

After the Copayment is paid, We will cover the Covered Service and Supply in excess of the Copayment for each Prescription Drug dispensed by a Participating Pharmacy [or by a Participating Mail Order Pharmacy] while the [Member] is insured. What We pay is subject to all the terms of the [Contract.]

[A[ Member] and his or her Practitioner may request that a Non-Preferred Drug be covered subject to the applicable copayment for a Preferred Drug. We will consider a Non-Preferred Drug to be Medically Necessary and Appropriate if:

- a) It is approved under the Federal Food, Drug and Cosmetic Act; or its use is supported by one or more citations included or approved for inclusion in The American Hospital Formulary Service Drug Information or the United States Pharmacopoeia-Drug Information, or it is recommended by a clinical study or review article in a major peer-reviewed journal; and
- b) The Practitioner states that all Preferred Drugs used to treat the Illness or Injury have been ineffective in the treatment of the [Member's] Illness or Injury, or that all drugs have caused or are reasonably expected to cause adverse or harmful reactions in the [Member].

We shall respond to the request for approval of a Non-Preferred Drug within one business day and shall provide written confirmation within 5 business days. Denials shall include the clinical reason for the denial. The [Member] may follow the Appeals Procedure set forth in the Contract. In addition, the [Member] may appeal a denial to the Independent Health Care Appeals Program.]

The Contract only pays benefits for Prescription Drugs which are:

- a) prescribed by a Practitioner (except for insulin)
- b) dispensed by a Participating Pharmacy [or by a [Participating Mail Order Pharmacy]]; and

c) needed to treat an Illness or Injury covered under this Contract.

Such charges will not include charges made for more than:

a) [a 90-day supply for each prescription or refill[ which is not obtained through the Mail Order Program] where the copayment is calculated based on the multiple of 30-day supplies received;]

b) [a 90-day supply of a Maintenance Drug obtained through the Mail Order Program where the copayment is the copayment specified for a 90-day supply;] and

c) the amount usually prescribed by the [Member's] Practitioner.

A charge will be considered to be incurred at the time the Prescription Drug is received.

[[We will arrange for audits that will take place at a time mutually agreeable to the Participating Pharmacy [and the Participating Mail Order Pharmacy] or the pharmacist and the auditor. The audits shall only include the review of documents relating to persons and prescription plans reimbursable by Us.]

*[Note to Carriers: If a carrier elects to include audit procedures in the contract, include your specific audit procedures as an additional paragraph.]*

[We will not restrict or prohibit, directly or indirectly, a Participating Pharmacy [or a [Participating Mail Order Pharmacy] from charging the Member for charges that are in addition to charges for the Prescription Drug, for dispensing the Prescription Drug or for prescription counseling provided such other charges have been approved by the New Jersey Board of Pharmacy, and the amount of the charges for the additional services and the purchaser's out-of-pocket cost for those services has been disclosed to the Member prior to dispensing the drug.]

[Specialty Pharmaceuticals Split Fill Program: Select Specialty Drugs will be eligible for a split fill when a new prescription that will be filled at a specialty pharmacy is prescribed. Under the split fill program an initial prescription will be dispensed in two separate amounts. The first shipment will be for a 15-day supply. The [Member] will be contacted prior to dispensing the second 15-day supply in order to evaluate necessary clinical intervention due to medication side effects that may require a dose modification or discontinuation of the medication. The split-fill process will continue for the first 90 days the [Member] takes the medication. The [Member's] cost share (Copayment) amounts will be prorated to align with the quantity dispensed with each fill. If the [Member] does not wish to have a split fill of the medication, he or she may decline participation in the program. For those [Members] the Specialty Pharmacy will ship the full prescription amount and charge the [Member] the cost share for the medication dispensed. Alternatively, the [Member] may obtain the medication at a retail pharmacy.]

*[Note to Carriers: Carriers may include information regarding the pharmacy benefit manager, quantity and supply limit rules, appeals procedures and policies regarding refills and vacation overrides.]*

[As explained in the **Orally Administered Anti-Cancer Prescription Drugs** provision below additional benefits for such prescription drugs may be payable.]

11. **Nutritional Counseling** for the management of disease entities which have a specific diagnostic criteria that can be verified. The nutritional counseling must be prescribed by a [Member]'s Primary Care Provider and Pre-Approved by Us.

12. **Dental x-rays** when related to Covered Services.

13. **Oral surgery** in connection with bone fractures, removal of tumors and orthodontogenic cysts, and other surgical procedures, as We approve.

14. **Food and Food Products for Inherited Metabolic Diseases:** We cover charges incurred for the therapeutic treatment of inherited metabolic diseases, including the purchase of medical foods (enteral formula) and low protein modified food products as determined to be medically necessary by a [Member's] Practitioner.

For the purpose of this benefit:

"inherited metabolic disease" means a disease caused by an inherited abnormality of body chemistry for which testing is mandated by law;

"low protein modified food product" means a food product that is specially formulated to have less than one gram of protein per serving and is intended to be used under the direction of a Practitioner for the dietary treatment of an inherited metabolic disease, but does not include a natural food that is naturally low in protein; and

"medical food" means a food that is intended for the dietary treatment of a disease or condition for which nutritional requirements are established by medical evaluation and is formulated to be consumed or administered enterally under the direction of a Practitioner.

15. **Specialized non-standard infant formulas** are covered to the same extent and subject to the same terms and conditions as coverage is provided under this [Contract] for Prescription Drugs. We cover specialized non-standard infant formulas provided:

- a) The child's Practitioner has diagnosed the child as having multiple food protein intolerance and has determined the formula to be medically necessary; and
- b) The child has not been responsive to trials of standard non-cow milk-based formulas, including soybean and goat milk.

We may review continued Medical Necessity and Appropriateness of the specialized infant formula.

16. **Donated Human Breast Milk** is covered for Members under the age of six months subject to the following conditions:

- a) The Member is medically or physically unable to receive maternal breast milk or participate in breast feeding, or the Member's mother is medically or physically unable to produce breast milk in sufficient quantities or participate in breast feeding despite optimal lactation support; and
- b) The member's Practitioner issued an order for the donated human breast milk

We also cover pasteurized donated human breast milk as ordered by the Member's Practitioner for Members under the age of six months if the Member meets any of the following conditions:

- a) A body weight below healthy levels determined by the Member's Practitioner;
- b) A congenital or acquired condition that places the Member at a high risk for development of necrotizing enterocolitis; or
- c) A congenital or acquired condition that may benefit from the use of donor breast milk as determined by the New Jersey Department of Health.



As used in this provision, pasteurized donated human breast milk means milk obtained from a human milk bank that meets the quality guidelines established by the New Jersey Department of Health. If there is no supply of human breast milk that meets such guidelines there will be no coverage under this provision.

The pasteurized donated human breast milk may include human milk fortifiers if indicated by the Member's Practitioner.

17. **Breastfeeding Support Charges** are covered for lactation support, counseling and consultation and the rental or purchase of breastfeeding equipment as described in this provision, and subject to the requirements of P.L. 2019, c. 343. Coverage is provided in conjunction with each birth and continues for the entire period of breastfeeding. Charges covered under this provision are not subject to the Cash Deductible or Coinsurance or Copayment, if any.

We cover breastfeeding equipment as follows:

- a) Purchase of single user breast pump which can be a double electric breast pump, or if requested by the Member a manual pump. Such coverage does not require a prescription for the equipment nor are pre-authorization or evidence of medical necessity required. We also cover necessary repairs or replacement of the pump.
- b) Rental or purchase of a multi-user breast pump, as recommended by a Practitioner who is a licensed health care provider. We may require a letter of medical necessity from a Practitioner.
- c) Purchase of two breast pump kits; appropriate size breast pump flanges and other lactation accessories as recommended by a Practitioner.

We cover lactation counseling and lactation consultation without pre-authorization, referral or prescription as follows:

- a) In person, one-on-one services at a hospital, office, home or any other location
- b) Telephonic lactation assistance in addition to the services described in item a) above.
- c) Group lactation counseling including educational classes and support groups, in addition to the services described in item a) above.

18. **Abortion Care Charges** are covered, including the cost of medication or surgical abortion.

19. Unless otherwise provided in the Charges for the Treatment of Hemophilia section below, **Blood, blood products, blood transfusions** and the cost of testing and processing blood. But We do not cover blood which has been donated or replaced on behalf of the Member.

20. **Charges for the Treatment of Hemophilia.** The Providers in Our Network providing Medically Necessary and Appropriate home treatment services for bleeding episodes associated with hemophilia shall comply with standards adopted by the Department of Health and Senior Services in consultation with the Hemophilia Association of New Jersey.

We will cover the services of a clinical laboratory at a Hospital with a state-designated outpatient regional care center regardless of whether the Hospital's clinical laboratory is a [Network] Provider if the Member's Practitioner determines that the Hospital's clinical laboratory is necessary because: a) the results of laboratory tests are medically necessary immediately or sooner than the normal return time for Our network clinical laboratory; or b) accurate test results need to

be determined by closely supervised procedures in venipuncture and laboratory techniques in controlled environments that cannot be achieved by Our Network clinical laboratory.

We will pay the Hospital's clinical laboratory for the laboratory services at the same rate We would pay a Network clinical laboratory for comparable services.

21. **Colorectal Cancer Screening.** We provide coverage for colorectal cancer screening in accordance with United States Preventive Services Task Force recommendations.

We will provide coverage for the above methods at the frequency in accordance with the most recently published recommendations of the United States Preventive Services Task Force and as determined to be medically necessary by the [Member's] practitioner in consultation with the [Member].

A colonoscopy performed following a positive result on a non-colonoscopy, colorectal cancer screening test recommended by the United States Preventive Services Task Force is not subject to the Cash Deductible or Coinsurance or Copayment.

22. **Newborn Hearing Screening.** We provide coverage up to a maximum of 28 days following the date of birth for screening for newborn hearing loss by appropriate electrophysiologic screening measures. In addition, We provide coverage between age 29 days and 36 months for the periodic monitoring of infants for delayed onset hearing loss.

23. **Hearing Aids.** We cover charges for medically necessary services incurred in the purchase of a hearing aid for Members. Coverage includes the purchase of one hearing aid for each hearing-impaired ear every 24 months. Such medically necessary services include fittings, examinations, hearing tests, dispensing fees, modifications and repairs, ear molds and headbands for bone-anchored hearing implants. The hearing aid must be recommended or prescribed by a licensed physician or audiologist.

The deductible, coinsurance or copayment as applicable to a [physician visit to a non Specialist Doctor] [PCP visit] for treatment of an Illness or Injury will apply to the medically necessary services incurred in the purchase of a hearing aid.

Hearing aids are habilitative devices.

24. **Mammogram Screening.** We will provide coverage for:

- a) one baseline mammogram for a [Member], –who is 40 years of age;
- b) one mammogram, every year, for a [Member] age 40 and older; and
- c) in the case of a [Member] who is under 40 years of age and has a family history of breast cancer or other breast cancer risk factors, a mammogram examination at such age and intervals as deemed medically necessary by the [Member's] Practitioner.

In addition, if the conditions listed below are satisfied after a baseline mammogram We will cover charges for:

- a) an ultrasound evaluation;
- b) a magnetic resonance imaging scan;
- c) a three-dimensional mammography; and

- d) other additional testing of the breasts.

The above additional charges will be covered if one of following conditions is satisfied.

- a) The mammogram demonstrates extremely dense breast tissue;
- b) The mammogram is abnormal within any degree of breast density including not dense, moderately dense, heterogeneously dense, or extremely dense breast tissue; or
- c) If the Member has additional risk factors of breast cancer including but not limited to family history of breast cancer, prior personal history of breast cancer, positive genetic testing, extremely dense breast tissue based on the Breast Imaging Reporting and Data System established by the American College of Radiology or other indications as determined by the [Member's ] Practitioner.

Please note that mammograms and the additional testing described above when warranted as described above, are included under the Preventive Care provision.

See also the following benefit for **Digital Tomosynthesis**.

25. **Digital Tomosynthesis Charges** are covered when used to detect or screen for breast cancer and for diagnostic purposes as follows:

- a) When used for detection and screening for breast cancer in a Member age 40 years and older, We cover charges for digital tomosynthesis as Preventive Care which means they are covered without application of any copayment, deductible or coinsurance.
- b) When used for diagnostic purposes for a Member of any age, We cover charges for digital tomosynthesis as a diagnostic service subject to the applicable copayment, deductible and coinsurance.

26. **Orally Administered Anti-Cancer Prescription Drugs.** As used in this provision, orally administered anti-cancer prescription drugs means Prescription Drugs that are used to slow or kill the growth of cancerous cells and are administered orally. Such anti-cancer Prescription Drugs does not include those that are prescribed to maintain red or white cell counts, those that treat nausea or those that are prescribed to support the anti-cancer prescription drugs. Any such Prescription Drugs are covered under the Prescription Drugs provision of the Contract.

[Anti-cancer prescription drugs are covered subject to the terms of the **Prescription Drugs** provision of the Contract as stated above. The [Member] must pay the coinsurance required for Prescription Drugs. Using the receipt from the pharmacy, the [Member] may then submit a claim for the anti-cancer prescription drug under this Orally Administered Anti-Cancer Prescription Drugs provision of the Contract. Upon receipt of such a claim We will compare the coverage for the orally-administered anti-cancer prescription drugs as covered under the Prescription Drugs provision to the coverage the Contract would have provided if the [Member] had received intravenously administered or injected anti-cancer medications from the Network Practitioner to determine which is more favorable to the [Member] in terms of copayment, deductible and/or coinsurance. If the Contract provides different copayment, deductible or coinsurance for different places of service, the comparison shall be to the location for which the copayment, deductible and coinsurance is more favorable to the [Member]. If a [Member] paid coinsurance under the Prescription Drug provision that exceeds the copayment, deductible and/or coinsurance that would have applied for intravenously administered or injected anti-cancer medications the [Member] will be reimbursed for the difference.]

*[If a Carrier uses a different procedure to comply with the requirements of P.L. 2011, c.188 the Carrier should omit the above paragraph and insert text consistent with the Carrier's procedure. The bracketed sentence in the Prescription Drugs provision should be included if consistent with the Carrier's procedure.]*

27. **Contraceptives.** We cover prescription contraceptives which require a Practitioner's prescription and which are approved by the United States Food and Drug Administration for that purpose. In addition, We cover over-the-counter contraceptive drugs which are approved by the United States Food and Drug Administration for that purpose without a prescription.

- a) We cover the following services, drugs, devices and procedures when obtained from or provided by network providers:
  - 1. Contraceptive drugs, devices or products approved by the United States Food and Drug Administration; or
  - 2. Therapeutic equivalents of contraceptive drugs, devices or products that are approved by the United States Food and Drug Administration.
  - 3. The medical necessity for contraceptive drugs, devices or products shall be as determined by the [Member]'s Practitioner.
- b) Voluntary sterilization of a [Member] whether male or female;
- c) Patient education and counseling on contraception for a [Member];
- d) Services related to the administration and monitoring of drugs, devices, products and services covered under this Contraceptives provision, including, but not limited to:
  - 1. Management of side effects;
  - 2. Counseling for continued adherence to a prescribed regimen;
  - 3. Device insertion and removal;
  - 4. Coverage of alternative contraceptive drugs, devices or products the Member's practitioner determines are medically necessary; and
  - 5. Diagnosis and treatment services provided pursuant to or as a follow-up to services covered under this Contraceptives provision.

Coverage is provided for a twelve-month period.

[Except as stated below] Coverage under this Contraceptives provision is provided without the application of any deductible, coinsurance or copayment.

Exception: With respect to a male [Member], coverage of male sterilization and male contraceptives is subject to the minimum deductible permitted for a high deductible health plan under section 223(c)(2)(A) of the Internal Revenue Code. The deductible for this coverage is stated in the Schedule.

*[Note to Carriers: Include the Exception for High Deductible Health Plans.]*

28. **Procedures and Prescription Drugs to Enhance Fertility.** [Subject to Pre-Approval,] We cover charges for: artificial insemination; and standard dosages, lengths of treatment and cycles of therapy of Prescription Drugs used to stimulate ovulation for artificial insemination or for unassisted conception. The Prescription Drugs noted in this section are subject to the terms and conditions of the Prescription Drugs section of this Contract.

29. **Vision Benefit.** We cover the vision benefits described in this provision for [Members] through the end of the month in which the [Member] turns age 19. We cover one comprehensive eye examination by a[n] [Network] ophthalmologist or optometrist in a 12 month period. [When purchased from a Network provider] We cover one pair of standard lenses, for glasses or contact lenses, in a 12 month period. We cover one pair of standard frames in a 12 month period. Standard frames refers to frames that are not designer frames such as Coach, Burberry, Prada and other designers.

We cover charges for a one comprehensive low vision evaluation every 5 years. We cover low vision aids such as high-power spectacles, magnifiers and telescopes and medically-necessary follow-up care. As used in this provision, low vision means a significant loss of vision, but not total blindness.

29. **Practitioner's Charges for Telehealth and/or Telemedicine.** If a Network Practitioner provides Medically Necessary and Appropriate services through Telehealth and/or Telemedicine that are consistent with the requirements of N.J.S.A. 45:1-61 to -66. We cover such Network Practitioner's charges for services provided through Telehealth and/or Telemedicine.

30. **Cochlear Implants.** We cover charges for the cost of treatment related to cochlear implants, including procedures for the implantation of cochlear devices and costs for any parts, attachments, or accessories of the device, including replacement of obsolete external cochlear implant processors.

(b) **SPECIALIST DOCTOR BENEFITS.** Services are covered when rendered by a Network specialist doctor at the doctor's office or any other [Network] Facility or a [Network] Hospital outpatient department during office or business hours [upon prior written Referral by a [Member]'s Primary Care Provider].

(c) **INPATIENT HOSPICE, HOSPITAL, REHABILITATION CENTER & SKILLED NURSING CENTER BENEFITS.** The following services are covered when hospitalized by a Network Provider [upon prior written referral from a [Member]'s Primary Care Provider,] only at Network Hospitals and Network Providers (or at Non-Network facilities subject to Our Pre-Approval); however, Network Skilled Nursing Facility services and supplies are limited to those which constitute Skilled Nursing Care and Hospice services are subject to Our Pre-Approval:

1. Semi-private room and board accommodations. Except as stated below, We provide coverage for Inpatient care for:

- a) a minimum of 72 hours following a modified radical mastectomy; and
- b) a minimum of 48 hours following a simple mastectomy.

**Exception:** The minimum 72 or 48 hours, as appropriate, of Inpatient care will not be covered if the [Member], in consultation with the Network Provider, determine that a shorter length of stay is Medically Necessary and Appropriate.

As an exception to the Medically Necessary and Appropriate requirement of this Contract, We also provide coverage for the mother and newly born child for:

- a) up to 48 hours of inpatient care in a Network Hospital following a vaginal delivery; and
  - b) a minimum of 96 hours of Inpatient care in a Network Hospital following a cesarean section.
- We provide childbirth and newborn coverage subject to the following:

- a) the attending Practitioner must determine that Inpatient care is medically necessary; or
- b) the mother must request the Inpatient care.

[As an alternative to the minimum level of Inpatient care described above, the mother may elect to participate in a home care program provided by Us.]

2. Private accommodations [will be provided only when Pre-Approved by Us]. If a [Member] occupies a private room without [such] certification [Member] shall be directly liable to the Hospice, Hospital, Rehabilitation Center or Skilled Nursing Facility for the difference between payment by Us to the Hospice, Hospital, Rehabilitation Center or Skilled Nursing Facility of the per diem or other agreed upon rate for semi-private accommodation established between Us and the Network Hospice, Network Hospital, Network Rehabilitation Center or Network Skilled Nursing Facility and the private room rate.

- 3. General nursing care
- 4. Use of intensive or special care facilities
- 5. X-ray examinations including CAT scans but not dental x-rays
- 6. Use of operating room and related facilities
- 7. Magnetic resonance imaging "MRI"
- 8. Drugs, medications, biologicals
- 9. Cardiography/Encephalography
- 10. Laboratory testing and services
- 11. Pre- and post-operative care
- 12. Special tests
- 13. Nuclear medicine
- 14. Therapy Services
- 15. Oxygen and oxygen therapy
- 16. Anesthesia and anesthesia services
- 17. Blood, blood products and blood processing
- 18. Intravenous injections and solutions
- 19. Surgical, medical and obstetrical services.

We also cover reconstructive breast Surgery, Surgery to restore and achieve symmetry between the two breasts and the cost of prostheses following a mastectomy on one breast or both breasts. We also cover treatment of the physical complications of mastectomy, including lymphedemas.

21. The following transplants: Cornea, Kidney, Lung, Liver, Heart, Pancreas, Intestine, Allogeneic and Autologous Hematopoietic Stem Cell

22. Donor's costs associated with transplants if the donor does not have health coverage that would cover the medical costs associated with his or her role as a donor. We do not cover costs for travel, accommodations, or comfort items.

(d) **BENEFITS FOR MENTAL HEALTH CONDITIONS OR SUBSTANCE USE DISORDER.** Except as stated below for the treatment of Substance Use Disorder, We cover services and supplies for the treatment of Mental Health Conditions or Substance Use Disorder subject to the Same Terms and Conditions as apply to other medical or surgical benefits, if such treatment is prescribed by a Practitioner.

We provide coverage for the treatment of Substance Use Disorder at Network Facilities subject to the following:

- a) the prospective determination of Medically Necessary and Appropriate is made by the Member's Practitioner for the first 180 days of treatment during each Calendar Year and for the balance of the Calendar Year the determination of Medically Necessary and Appropriate is made by Us;
- b) pre-authorization or Pre-Approval are not required for the first 180 days of inpatient and/or outpatient treatment during each Calendar Year but may be required for inpatient treatment for the balance of the Calendar Year;
- c) concurrent and retrospective review are not required for the first 28 days of inpatient treatment during each Calendar Year but concurrent and retrospective review may be required for the balance of the Calendar Year;
- d) retrospective review is not required for the first 28 days of intensive outpatient and partial hospitalization services during each Calendar Year but retrospective review may be required for the balance of the Calendar Year;
- e) retrospective review is not required for the first 180 days of outpatient treatment including outpatient prescription drugs, during each Calendar Year but retrospective review may be required for the balance of the Calendar Year; and
- f) If no Network Facility is available to provide in-patient services the We shall approve an in-plan exception and provide benefits for in-patient services at a non-Network Facility.

The first 180 days per Plan Year assumes 180 inpatient days whether consecutive or intermittent. Extended outpatient services such as partial hospitalization and intensive outpatient are counted as inpatient days. Any unused inpatient days may be exchanged for two outpatient visits.

Inpatient or day treatment may be furnished by any licensed, certified or State approved facility, including but not limited to:

- a) a Hospital
- b) a detoxification Facility licensed under New Jersey P.L. 1975, Chapter 305;
- c) a licensed, certified or state approved residential treatment Facility under a program which meets the minimum standards of care of The Joint Commission;

- d) a Mental Health Facility;
- e) a Substance Use Disorder Facility; or
- f) a combination Mental Health Facility and Substance Use Disorder Facility.

(e) **EMERGENCY CARE BENEFITS - WITHIN AND OUTSIDE OUR SERVICE AREA.** The following services are covered without prior written Referral by a [Member]'s Primary Care Provider in the event of an Emergency as Determined by Us.

1. A [Member]'s Primary Care Provider is required to provide or arrange for on-call coverage twenty-four (24) hours a day, seven (7) days a week. Unless a delay would be detrimental to a [Member]'s health, [Member] shall call a [Member]'s Primary Care Provider [or Us] prior to seeking Emergency treatment.

2. We will cover the cost of Emergency medical and hospital services performed within or outside our service area without a prior written Referral only if:

a. Our review Determines that a [Member]'s symptoms were severe and delay of treatment would have been detrimental to a [Member]'s health, the symptoms occurred suddenly, and [Member] sought immediate medical attention.

b. The service rendered is provided as a Covered Service or Supply under this Contract and is not a service or supply which is normally treated on a non-Emergency basis; and

c. We and the [Member]'s Primary Care Provider are notified within 48 hours of the Emergency service and/or admission and We are furnished with written proof of the occurrence, nature and extent of the Emergency services within 30 days. A [Member] shall be responsible for payment for services received unless We Determine that a [Member]'s failure to do so was reasonable under the circumstances. In no event shall reimbursement be made until We receive proper written proof.

3. In the event a [Member] is Hospitalized in a Non-Network Facility, coverage will only be provided until the [Member] is medically able to travel or to be transported to a Network Facility. If the [Member] elects to continue treatment with Non-Network Providers, We shall have no responsibility for payment beyond the date the [Member] is Determined to be medically able to be transported.

In the event that transportation is Medically Necessary and Appropriate, We will cover the amount We Determine to be the Allowed Charge cost. Reimbursement may be subject to payment by [Members] of all Copayments which would have been required had similar benefits been provided upon prior written Referral to a Network Provider.

4. Coverage for Emergency services includes only such treatment necessary to treat the Emergency. [Any elective procedures performed after a [Member] has been admitted to a Facility as the result of an Emergency shall require prior written Referral or the [Member] shall be responsible for payment.]

5. The Copayment for an emergency room visit will be credited toward the Hospital Inpatient Copayment if a [Member] is admitted as an Inpatient to the Hospital as a result of the Emergency.

6. Coverage for Emergency and Urgent Care include coverage of trauma services at any designated level I or II trauma center as Medically Necessary and Appropriate, which shall be continued at least until, in the judgement of the attending physician, the Member is medically stable, no longer requires critical care, and can be safely transferred to another Facility. We also provides coverage for a medical screening examination provided upon a Member's arrival in a Hospital, as required to be performed by the Hospital in accordance with Federal law, but only as necessary to determine whether an Emergency medical condition exists. . [Please note that the "911" Emergency response system may be used whenever a Member has a potentially life-



threatening condition. Information on the use of the “911” system is included on the identification card.]

(f) **THERAPY SERVICES.** The following Services are covered when rendered by a Network Provider [upon prior written Referral by a [Member]'s Primary Care Provider ]. Subject to the stated limits, We cover the Therapy Services listed below. We cover other types of Therapy Services provided they are performed by a licensed Provider, are Medically Necessary and Appropriate and are not Experimental or Investigational.

a. *Chelation Therapy* - means the administration of drugs or chemicals to remove toxic concentrations of metals from the body.

b. *Chemotherapy* - the treatment of malignant disease by chemical or biological antineoplastic agents.

c. *Dialysis Treatment* - the treatment of an acute renal failure or a chronic irreversible renal insufficiency by removing waste products from the body. This includes hemodialysis and peritoneal dialysis.

d. *Radiation Therapy* - the treatment of disease by x-ray, radium, cobalt, or high energy particle sources. Radiation therapy includes rental or cost of radioactive materials. Diagnostic Services requiring the use of radioactive materials are not radiation therapy.

e. *Respiration Therapy* - the introduction of dry or moist gases into the lungs.

f. *Cognitive Rehabilitation Therapy* - the retraining of the brain to perform intellectual skills which it was able to perform prior to disease, trauma, Surgery, or previous therapeutic process; or the training of the brain to perform intellectual skills it should have been able to perform if there were not a congenital anomaly.

Coverage for Cognitive Rehabilitation Therapy is limited to 30 visits per Calendar Year.

g. *Speech Therapy* -except as stated below, treatment for the correction of a speech impairment resulting from Illness, Surgery, Injury, congenital anomaly, or previous therapeutic processes. Coverage for Speech Therapy is limited to 30 visits per Calendar Year.

For a [Member] who has been diagnosed with autism or other Developmental Disability, speech therapy means treatment of a speech impairment. Coverage for such treatment is addressed in the Treatment of Autism and Other Developmental Disabilities provision.

h. *Occupational Therapy* - except as stated below, treatment to restore a physically disabled person's ability to perform the ordinary tasks of daily living. Coverage for Occupational Therapy is limited to 30 visits per Calendar Year.

For a [Member] who has been diagnosed with autism or other Developmental Disability, occupational therapy means treatment to develop a [Member's] ability to perform the ordinary tasks of daily living. Coverage for such treatment is addressed in the Treatment of Autism and Other Developmental Disabilities provision.

- i. *Physical Therapy* - except as stated below, the treatment by physical means to relieve pain, restore maximum function, and prevent disability following disease, Injury or loss of limb. Coverage for Physical Therapy is limited to 30 visits per Calendar Year.

For a [Member] who has been diagnosed with autism or other Developmental Disability, physical therapy means treatment to develop a [Member's] physical function. Coverage for such treatment is addressed in the Treatment of Autism and Other Developmental Disabilities provision.

- j. *Infusion Therapy* - the administration of antibiotic, nutrients, or other therapeutic agents by direct infusion.

Note: The limitations on Therapy Services contained in this Therapy Services provision do not apply to any Therapy Services that are received under the Home Health Care provision or to services provided while a Member is confined in a Facility or to therapy services received under the Diagnosis and Treatment of Autism or Other Developmental Disabilities provision.

[[k. ***Gene-based, cellular and other innovative therapies (GCIT)***]

Coverage includes GCIT provided by a Practitioner or Hospital.

This provision includes some terms which are explained below.

- A **gene** is a unit of heredity which is transferred from a parent to child and is thought to determine some feature of the child.
- **Molecular** means relating to or consisting of molecules. A molecule is a group of atoms bonded together, making the smallest vital unit of a chemical compound that can take part in a chemical reaction.
- **Therapeutic** means a treatment, therapy, or drug meant to have a good effect on the body or mind; adding to a sense of well-being.

GCIT are defined as any services that are:

- a) Gene-based
- b) Cellular and innovative therapeutics
- c) Other innovative therapies

GCIT covered services include:

- [Cellular immunotherapies.
- Genetically modified viral therapy.
- Other types of cells and tissues from and for use by the same person (autologous) and cells and tissues from one person for use by another person (allogenic) for treatment of certain conditions.
- All human gene-based therapy that seeks to change the usual function of a gene or alter the biologic properties of living cells for therapeutic use. Examples include therapies using:
  - Luxturna® (Voretigene neparvovec)
  - Zolgensma® (Onasemnogene abeparvovec-xioi)
  - Spinraza® (Nusinersen)
- Products derived from gene editing technologies, including CRISPR-Cas9.
- Oligonucleotide-based therapies. Examples include:
  - Antisense. An example is Spinraza (Nusinersen).

- siRNA.
- mRNA.
- microRNA therapies.]

**[Facilities and Practitioners for gene-based, cellular and other innovative therapies**

Members seeking GCIT services or procedures should contact Us for any needed assistance with locating Network Facilities and Practitioners who provide these services.

[Coverage also includes:

- Travel and lodging expenses
  - If a Member is using a GCIT Facility or practitioner that is 100 or more miles away from where the member lives, travel and lodging expenses are covered services for the member and a companion, to travel between home and the GCIT Facility or Practitioner. Coach class air fare, train or bus travel are examples of covered services]]

**(g) DIAGNOSIS AND TREATMENT OF AUTISM AND OTHER DEVELOPMENTAL DISABILITIES.** We provide coverage for charges for the screening and diagnosis of autism and other Developmental Disabilities. The coverage described below is subject to the Same Terms and Conditions as apply to other medical or surgical benefits.

If a Member's primary diagnosis is autism or another Developmental Disability We provide coverage for the following medically necessary therapies as prescribed through a treatment plan. These are habilitative services in that they are provided to develop rather than restore a function.

- a) occupational therapy where occupational therapy refers to treatment to develop a Member's ability to perform the ordinary tasks of daily living;
- b) physical therapy where physical therapy refers to treatment to develop a Member's physical function; and
- c) speech therapy where speech therapy refers to treatment of a Member's speech impairment.

The therapy services covered under this provision do not reduce the available therapy visits available under the Therapy Services provision. The therapy services covered under this provision are not subject to pre-approval.

If a Member's primary diagnosis is autism, in addition to coverage for the therapy services as described above, We also cover medically necessary behavioral interventions based on the principles of applied behavior analysis and related structured behavioral programs as prescribed through a treatment plan.

The treatment plan(s) referred to above must be in writing, signed by the treating physician, and must include: a diagnosis, proposed treatment by type, frequency and duration; the anticipated outcomes stated as goals; and the frequency by which the treatment plan will be updated. We may request additional information if necessary to determine the coverage under the Contract. We may require the submission of an updated treatment plan once every six months unless We and the treating physician agree to more frequent updates.

If a Member:

- a) is eligible for early intervention services through the New Jersey Early Intervention System; and
- b) has been diagnosed with autism or other Developmental Disability; and
- c) receives physical therapy, occupational therapy, speech therapy, applied behavior analysis or related structured behavior services

the portion of the family cost share attributable to such services is a covered service under this Contract. The deductible, coinsurance or copayment as applicable to a [physician visit to a non Specialist Doctor] [PCP visit] for treatment of an Illness or Injury will apply to the family cost share.

The therapy services a Member receives through New Jersey Early Intervention do not reduce the therapy services otherwise available under this Diagnosis and Treatment of Autism and Other Disabilities provision.

(h) **HOME HEALTH CARE.** The following Services are covered [upon prior written referral from a [Member]'s Primary Care Provider]. When home health care can take the place of Inpatient care, We cover such care furnished to a [Member] under a written home health care plan. We cover all Medically Necessary and Appropriate services or supplies, such as:

- 1) Routine Nursing Care furnished by or under the supervision of a registered Nurse;
- 2) physical therapy;
- 3) occupational therapy;
- 4) medical social work;
- 5) nutrition services;
- 6) speech therapy;
- 7) home health aide services;
- 8) medical appliances and equipment, drugs and medications, laboratory services and special meals to the extent such items and services would have been covered under this Contract if the [Member] had been in a Hospital; and
- 9) any Diagnostic or therapeutic service, including surgical services performed in a Hospital Outpatient department, a Practitioner's office or any other licensed health care Facility, provided such service would have been covered under the Contract if performed as Inpatient Hospital services.

Payment is subject to all of the terms of this Contract and to the following conditions:

a. The [Member's] Practitioner must certify that home health care is needed in place of Inpatient care in a recognized Facility. Home health care is covered **only** in situations where continuing hospitalization or confinement in a Skilled Nursing Facility or Rehabilitation Center would otherwise have been required if home health care were not provided.

b. The services and supplies must be:

- 1. ordered by the [Member's] Practitioner;
- 2. included in the home health care plan; and
- 3. furnished by, or coordinated by, a Home Health Agency according to the written home health care plan.

The services and supplies must be furnished by recognized health care professionals on a part-time or intermittent basis, except when full-time or 24 hour service is needed on a short-term (no more than three-day) basis.

c. The home health care plan must be set up in writing by the [Member's] Practitioner within 14 days after home health care starts. And it must be reviewed by the [Member's] Practitioner at least once every 60 days.

d. We do not pay for:

1. services furnished to family members, other than the patient; or
2. services and supplies not included in the home health care plan.

Any visit by a member of a home health care team on any day shall be considered as one home health care visit.

We **only** cover services by a Nurse for Medically Necessary and Appropriate private duty nursing care if such care is authorized as part of a written home health care plan, coordinated by a Home Health Agency, and covered under this **Home Health Care** section. Any other services for private duty nursing care are Non-Covered Services.

(i) **HOSPICE CARE** if [Members] are terminally Ill or terminally Injured with life expectancy of six months or less, as certified by the [Member]'s Primary Care Provider. Services may include home and Hospital visits by nurses and social workers; pain management and symptom control; instruction and supervision of family members, inpatient care; counseling and emotional support; and other home health care benefits listed above.

(j) **DENTAL CARE AND TREATMENT.** This Dental Care and Treatment provision applies to all [Members]. The following services are covered when rendered by a [Network] Practitioner [upon prior Referral by a [Member's] Primary Care Provider]. We cover:

- 1) the diagnosis and treatment of oral tumors and cysts; and
- 2) the surgical removal of bony impacted teeth.

We also cover treatment of an Injury to natural teeth or the jaw, but only if:

- 1) the Injury was not caused, directly or indirectly by biting or chewing; and
- 2) all treatment is finished within 6 months of the later of:
  - a) the date of the Injury; or
  - b) The effective date of the [Member's] coverage under this Contract.

Treatment includes replacing natural teeth lost due to such Injury. But in no event do We cover orthodontic treatment.

(k) **[DENTAL BENEFITS.** Subject to the applicable Deductible, Coinsurance or Copayments shown on the Schedule of Insurance and Premium rates, We cover the diagnostic, preventive, restorative, endodontic, periodontal, prosthodontic, oral and maxillofacial surgical, orthodontic and certain adjunctive services in the dental benefit package as described in this provision for Members through the end of the month in which the Member turns age 19 when services are provided by a [Network] provider.

- Dental services are available from birth with an age one dental visit encouraged.
- A second opinion is allowed.
- Emergency treatment is available without prior authorization. Emergency treatment includes, but may not be limited to treatment for: pain, acute or chronic infection, facial, oral or head and neck injury, laceration or trauma, facial, oral or head and neck swelling, extensive, abnormal bleeding, fractures of facial bones or dislocation of the mandible.

- Diagnostic and preventive services are linked to the provider, thus allowing a member to transfer to a different provider/practice and receive these services. The new provider is encouraged to request copies of diagnostic radiographs if recently provided. If they are not available radiographs needed to diagnose and treat will be allowed.
- Denials of services to the dentist shall include an explanation and identify the reviewer including their contact information.
- Services with a dental laboratory component that cannot be completed can be considered for prorated payment based on stage of completion.
- Unspecified services for which a specific procedure code does not exist can be considered with detailed documentation and diagnostic materials as needed by report.
- Services that are considered experimental in nature will not be considered.
- This Contract will not cover any charges for broken appointments.

### Diagnostic Services

\* Indicated diagnostic services that can be considered every 3 months for individuals with special healthcare needs are denoted with an asterisk.

- a) *Clinical oral evaluations once every 6 months \**
  1. Comprehensive oral evaluation– complete evaluation which includes a comprehensive and thorough inspection of the oral cavity to include diagnosis, an oral cancer screening, charting of all abnormalities, and development of a complete treatment plan allowed once per year with subsequent service as periodic oral evaluation
  2. Periodic oral evaluation – subsequent thorough evaluation of an established patient\*
  3. Oral evaluation for patient under the age of 3 and counseling with primary caregiver\*
  4. Limited oral evaluations that are problem focused
  5. Detailed oral evaluations that are problem focused
- b) Diagnostic Imaging with interpretation
  1. A full mouth series can be provided every 3 years. The number of films/views expected is based on age with the maximum being 16 intraoral films/views.
  2. An extraoral panoramic film/view and bitewings may be substituted for the full mouth series with the same frequency limit.
  3. Additional films/views needed for diagnosing can be provided as needed.
  4. Bitewings, periapicals, panoramic and cephalometric radiographic images
  5. Intraoral and extraoral radiographic images
  6. Oral/facial photographic images
  7. Maxillofacial MRI, ultrasound
  8. Cone beam image capture
- c) Tests and Examinations
- d) Viral culture
- e) Collection and preparation of saliva sample for laboratory diagnostic testing
- f) Diagnostic casts – for diagnostic purposes only and not in conjunction with other services
- g) Oral pathology laboratory
  1. Accession/collection of tissue, examination – gross and microscopic, preparation and transmission of written report
  2. Accession/collection of exfoliative cytologic smears, microscopic examination, preparation and transmission of a written report
  3. Other oral pathology procedures, by report

### Preventive Services

\*Indicates preventive services that can be considered every 3 months for individuals with special healthcare needs are denoted with an asterisk.

- a) Dental prophylaxis once every 6 months\*
- b) Topical fluoride treatment once every 6 months – in conjunction with prophylaxis as a separate service\*
- c) Fluoride varnish once every 3 months for children under the age of 6
- d) Sealants, limited to one time application to all occlusal surfaces that are unfilled and caries free, in premolars and permanent molars. Replacement of sealants can be considered with prior authorization.
- e) Space maintainers – to maintain space for eruption of permanent tooth/teeth, includes placement and removal
  1. fixed – unilateral and bilateral
  2. removable – bilateral only
  3. recementation of fixed space maintainer
  4. removal of fixed space maintainer – considered for provider that did not place appliance

### Restorative Services

- There are no frequency limits on replacing restorations (fillings) or crowns.
- Request for replacement due to failure soon after insertion, may require documentation to demonstrate material failure as the cause.
- Reimbursement will include the restorative material and all associated materials necessary to provide the standard of care, polishing of restoration, and local anesthesia.
- The reimbursement for any restoration on a tooth shall be for the total number of surfaces to be restored on that date of service.
- Only one procedure code is reimbursable per tooth except when amalgam and composite restorations are placed on the same tooth.
- Reimbursement for an occlusal restoration includes any extensions onto the occlusal one-third of the buccal, facial or lingual surface(s) of the tooth.
- Extension of interproximal restorations into self-cleansing areas will not be considered as additional surfaces. Extension of any restoration into less than 1/3 of an adjacent surface is not considered an additional surface and will not be reimbursable (or if paid will be recovered).

Restorative service to include:

- a) Restorations (fillings) – amalgam or resin based composite for anterior and posterior teeth. Service includes local anesthesia, pulp cap (direct or indirect) polishing and adjusting occlusion.
- b) Gold foil - . Service includes local anesthesia, polishing and adjusting occlusion but only covered if the place of service is a teaching institution or residency program
- c) Inlay/onlay restorations – metallic, service includes local anesthesia, cementation, polishing and adjusting occlusion but only covered if the place of service is a teaching institution or residency program
- d) Porcelain fused to metal, cast and ceramic crowns (single restoration) – to restore form and function.

1. Service requires prior authorization and will not be considered for cosmetic reasons, for teeth where other restorative materials will be adequate to restore form and function or for teeth that are not in occlusion or function and have a poor long term prognosis
  2. Service includes local anesthesia, temporary crown placement, insertion with cementation, polishing and adjusting occlusion.
  3. Provisional crowns are not covered.
- e) Recement of inlay, onlay, custom fabricated/cast or prefabricated post and core and crown,
  - f) Prefabricated stainless steel, stainless steel crown with resin window and resin crowns. Service includes local anesthesia, insertion with cementation and adjusting occlusion.
  - g) Core buildup including pins
  - h) Pin retention
  - i) Indirectly fabricated (custom fabricated/cast) and prefabricated post and core
  - j) Additional fabricated ( custom fabricated/cast) and prefabricated post
  - k) Post removal
  - l) Temporary crown (fractured tooth)
  - m) Additional procedures to construct new crown under existing partial denture
  - n) Coping
  - o) Crown repair
  - p) Protective restoration/sedative filling

#### Endodontic Services

- Service includes all necessary radiographs or views needed for endodontic treatment.
- Teeth must be in occlusion, periodontally sound, needed for function and have good long term prognosis.
- Emergency services for pain do not require prior authorization.
- Service requires prior authorization and will not be considered for teeth that are not in occlusion or function and have poor long term prognosis.

#### Endodontic service to include:

- a) Therapeutic pulpotomy for primary and permanent teeth
- b) Pulpal debridement for primary and permanent teeth
- c) Partial pulpotomy for apexogenesis
- d) Pulpal therapy for anterior and posterior primary teeth
- e) Endodontic therapy and retreatment
- f) Treatment for root canal obstruction, incomplete therapy and internal root repair of perforation
- g) Apexification: initial, interim and final visits
- h) Pulpal regeneration
- i) Apicoectomy/Periradicular Surgery
- j) Retrograde filling
- k) Root amputation
- l) Surgical procedure for isolation of tooth with rubber dam
- m) Hemisection
- n) Canal preparation and fitting of preformed dowel or post
- o) Post removal



### Periodontal Services

Services require prior authorization with submission of diagnostic materials and documentation of need.

- a) Surgical services
  1. Gingivectomy and gingivoplasty
  2. Gingival flap including root planning
  3. Apically positioned flap
  4. Clinical crown lengthening
  5. Osseous surgery
  6. Bone replacement graft – first site and additional sites
  7. Biologic materials to aid soft and osseous tissue regeneration
  8. Guided tissue regeneration
  9. Surgical revision
  10. Pedicle and free soft tissue graft
  11. Subepithelial connective tissue graft
  12. Distal or proximal wedge
  13. Soft tissue allograft
  14. Combined connective tissue and double pedicle graft
- b) Non-Surgical Periodontal Service
  1. Provisional splinting – intracoronary and extracoronary – can be considered for treatment of dental trauma
  2. Periodontal root planing and scaling – with prior authorization, can be considered every 6 months for individuals with special healthcare needs
  3. Full mouth debridement to enable comprehensive evaluation
  4. Localized delivery of antimicrobial agents
- c) Periodontal maintenance

### Prosthodontic Services

- All dentures, fixed prosthodontics (fixed bridges) and maxillofacial prosthetics require prior authorization.
- New dentures or replacement dentures may be considered every 7 ½ years unless dentures become obsolete due to additional extractions or are damaged beyond repair.
- All needed dental treatment must be completed prior to denture fabrication.
- Patient identification must be placed in dentures in accordance with State Board regulation.
- Insertion of dentures includes adjustments for 6 months post insertion.
- Prefabricated dentures or transitional dentures that are temporary in nature are not covered.

Prosthodontic services to include:

- a) Complete dentures and immediate complete dentures – maxillary and mandibular to address masticatory deficiencies. Excludes prefabricated dentures or dentures that are temporary in nature
- b) Partial denture – maxillary and mandibular to replace missing anterior tooth/teeth (central incisor(s), lateral incisor(s) and cuspid(s)) and posterior teeth where masticatory deficiencies exist due to fewer than eight posterior teeth (natural or prosthetic) resulting in balanced occlusion.
  1. Resin base and cast frame dentures including any conventional clasps, rests and teeth

2. Flexible base denture including any clasps, rests and teeth
  3. Removable unilateral partial dentures or dentures without clasps are not considered
- c) Overdenture – complete and partial
  - d) Denture adjustments – 6 months after insertion or repair
  - e) Denture repairs – includes adjustments for first 6 months following service
  - f) Denture rebase – following 12 months post denture insertion and subject to prior authorization denture rebase is covered and includes adjustments for first 6 months following service
  - g) Denture relines – following 12 months post denture insertion denture relines are covered once a year without prior authorization and includes adjustments for first 6 months following service
  - h) Precision attachment, by report
  - i) Maxillofacial prosthetics - includes adjustments for first 6 months following service
    1. Facial mouldage, nasal, auricular, orbital, ocular, facial, nasal septal, cranial, speech aid, palatal augmentation, palatal lift prosthesis – initial, interim and replacement
    2. Obturator prosthesis: surgical, definitive and modifications
    3. Mandibular resection prosthesis with and without guide flange
    4. Feeding aid
    5. Surgical stents
    6. Radiation carrier
    7. Fluoride gel carrier
    8. Commissure splint
    9. Surgical splint
    10. Topical medicament carrier
    11. Adjustments, modification and repair to a maxillofacial prosthesis
    12. Maintenance and cleaning of maxillofacial prosthesis
  - j) Implant Services – are limited to cases where facial defects and or deformities resulting from trauma or disease result in loss of dentition capable of supporting a maxillofacial prosthesis or cases where documentation demonstrates lack of retention and the inability to function with a complete denture for a period of two years.  
Covered services include: implant body, abutment and crown.
  - k) Fixed prosthodontics (fixed bridges) – are selective and limited to cases with an otherwise healthy dentition with unilateral missing tooth or teeth generally for anterior replacements where adequate space exists.
    1. The replacement of an existing defective fixed bridge is also allowed when noted criteria are met.
    2. A child with special health needs that result in the inability to tolerate a removable denture can be considered for a fixed bridge or replacement of a removable denture with a fixed bridge.
    3. Considerations and requirements noted for single crowns apply
    4. Posterior fixed bridge is only considered for a unilateral case when there is masticatory deficiency due to fewer than eight posterior teeth in balanced occlusion with natural or prosthetic teeth.
    5. Abutment teeth must be periodontally sound and have a good long term prognosis
    6. Repair and recementation
  - l) Pediatric partial denture – for select cases to maintain function and space for permanent anterior teeth with premature loss of primary anterior teeth, subject to prior authorization.

## Oral and Maxillofacial Surgical Services

Local anesthesia, suturing and routine post op visit for suture removal are included with service.

- a) Extraction of teeth:
  - 1. Extraction of coronal remnants – deciduous tooth,
  - 2. Extraction, erupted tooth or exposed root
  - 3. Surgical removal of erupted tooth or residual root
  - 4. Impactions: removal of soft tissue, partially bony, completely bony and completely bony with unusual surgical complications
- b) Extractions associated with orthodontic services must not be provided without proof that the orthodontic service has been approved.
- c) Other surgical Procedures
  - 1. Oroantral fistula
  - 2. Primary closure of sinus perforation and sinus repairs
  - 3. Tooth reimplantation of an accidentally avulsed or displaced by trauma or accident
  - 4. Surgical access of an unerupted tooth
  - 5. Mobilization of erupted or malpositioned tooth to aid eruption
  - 6. Placement of device to aid eruption
  - 7. Biopsies of hard and soft tissue, exfoliative cytological sample collection and brush biopsy
  - 8. Surgical repositioning of tooth/teeth
  - 9. Transseptal fiberotomy/supra crestal fiberotomy
  - 10. Surgical placement of anchorage device with or without flap
  - 11. Harvesting bone for use in graft(s)
- d) Alveoloplasty in conjunction or not in conjunction with extractions
- e) Vestibuloplasty
- f) Excision of benign and malignant tumors/lesions
- g) Removal of cysts (odontogenic and nonodontogenic) and foreign bodies
- h) Destruction of lesions by electrosurgery
- i) Removal of lateral exostosis, torus palatinus or torus mandibularis
- j) Surgical reduction of osseous tuberosity
- k) Resections of maxilla and mandible - Includes placement or removal of appliance and/or hardware to same provider.
- l) Surgical Incision
  - 1. Incision and drainage of abscess - intraoral and extraoral
  - 2. Removal of foreign body
  - 3. Partial ostectomy/sequestrectomy
  - 4. Maxillary sinusotomy
- m) Fracture repairs of maxilla, mandible and facial bones – simple and compound, open and closed reduction. Includes placement or removal of appliance and/or hardware to same provider.
- n) Reduction of dislocation and management of other temporomandibular joint dysfunctions (TMJD), with or without appliance. Includes placement or removal of appliance and/or hardware to same provider.
  - 1. Reduction - open and closed of dislocation. Includes placement or removal of appliance and/or hardware to same provider.
  - 2. Manipulation under anesthesia
  - 3. Condylectomy, discectomy, synovectomy
  - 4. Joint reconstruction

5. Services associated with TMJD treatment require prior authorization
- o) Arthrotomy, arthroplasty, arthrocentesis and non-arthroscopic lysis and lavage
- p) Arthroscopy
- q) Occlusal orthotic device – includes placement and removal to same provider
- r) Surgical and other repairs
  1. Repair of traumatic wounds – small and complicated
  2. Skin and bone graft and synthetic graft
  3. Collection and application of autologous blood concentrate
  4. Osteoplasty and osteotomy
  5. LeFort I, II, III with or without bone graft
  6. Graft of the mandible or maxilla – autogenous or nonautogenous
  7. Sinus augmentations
  8. Repair of maxillofacial soft and hard tissue defects
  9. Frenectomy and frenoplasty
  10. Excision of hyperplastic tissue and pericoronal gingiva
  11. Sialolithotomy, sialodochoplasty, excision of the salivary gland and closure of salivary fistula
  12. Emergency tracheotomy
  13. Coronoidectomy
  14. Implant – mandibular augmentation purposes
  15. Appliance removal – “by report” for provider that did not place appliance, splint or hardware

#### Orthodontic Services

Medical necessity must be met by demonstrating severe functional difficulties, developmental anomalies of facial bones and/or oral structures, facial trauma resulting in functional difficulties or documentation of a psychological/psychiatric diagnosis from a mental health provider that orthodontic treatment will improve the mental/psychological condition of the child.

- Orthodontic treatment requires prior authorization and is not considered for cosmetic purposes.
- Orthodontic consultation can be provided once annually as needed by the same provider.
- Pre-orthodontic treatment visit for completion of the HLD (NJ-Mod2) assessment form and diagnostic photographs and panoramic radiograph/views is required for consideration of services.
- Orthodontic cases that require extraction of permanent teeth must be approved for orthodontic treatment prior to extractions being provided. The orthodontic approval should be submitted with referral to oral surgeon or dentist providing the extractions and extractions should not be provided without proof of approval for orthodontic service.
- Initiation of treatment should take into consideration time needed to treat the case to ensure treatment is completed prior to 19<sup>th</sup> birthday.
- Periodic oral evaluation, preventive services and needed dental treatment must be provided prior to initiation of orthodontic treatment.
- The placement of the appliance represents the treatment start date.

- Reimbursement includes placement and removal of appliance. Removal can be requested by report as separate service for provider that did not start case and requires prior authorization.
- Completion of treatment must be documented to include diagnostic photographs and panoramic radiograph/view of completed case and submitted when active treatment has ended and bands are removed. Date of service used is date of band removal.

Orthodontic service to include:

- Limited treatment for the primary, transitional and adult dentition
- Interceptive treatment for the primary and transitional dentition
- Minor treatment to control harmful habits
- Continuation of transfer cases or cases started outside of the program
- Comprehensive treatment for handicapping malocclusions of adult dentition. Case must demonstrate medical necessity based on score total equal to or greater than 26 on the HLD (NJ-Mod2) assessment form with diagnostic tools substantiation or total scores less than 26 with documented medical necessity.
- Orthognathic Surgical Cases with comprehensive orthodontic treatment
- Repairs to orthodontic appliances
- Replacement of lost or broken retainer
- Rebonding or recementing of brackets and/or bands

Request for treatment must include diagnostic materials to demonstrate need, the completed HDL (NJ-Mod2) form and documentation that all needed dental preventive and treatment services have been completed.

Approval for comprehensive treatment is for up to 12 visits at a time with request for continuation to include the previously mentioned documentation and most recent diagnostic tools to demonstrate progression of treatment.

#### Adjunctive General Services

- Palliative treatment for emergency treatment – per visit
- Anesthesia
  - Local anesthesia NOT in conjunction with operative or surgical procedures.
  - Regional block
  - Trigeminal division block.
  - Deep sedation/general anesthesia provided by a dentist regardless of where the dental services are provided for a medical condition covered by this Contract which requires hospitalization or general anesthesia. 2 hour maximum time
  - Intravenous conscious sedation/analgesia – 2 hour maximum time
  - Nitrous oxide/analgesia
  - Non-intravenous conscious sedation – to include oral medications
- Behavior management – for additional time required to provide services to a child with special needs that requires more time than generally required to provide a dental service. Request must indicate specific medical diagnosis and clinical appearance.
  - One unit equals 15 minutes of additional time
  - Utilization thresholds are based on place of service as follows. Prior authorization is required when thresholds are exceeded.
    - Office or Clinic maximum – 2 units

- Inpatient/Outpatient hospital – 4 units
- Skilled Nursing/Long Term Care – 2 units
- d) Consultation by specialist or non-Primary Care Provider
- e) Professional visits
  - House or facility visit – for a single visit to a facility regardless of the number of members seen on that day.
  - Hospital or ambulatory surgical center call
    - For cases that are treated in a facility.
    - For cases taken to the operating room –dental services are provided for patient with a medical condition covered by this Contract which requires this admission as in-patient or out-patient. Prior authorization is required.
    - General anesthesia and outpatient facility charges for dental services are covered
    - Dental services rendered in these settings by a dentist not on staff are considered separately
  - Office visit for observation – (during regular hours) no other service performed
- f) Drugs
  - Therapeutic parenteral drug
    - Single administration
    - Two or more administrations - not to be combined with single administration
  - Other drugs and/or medicaments – by report
- g) Application of desensitizing medicament – per visit
- h) Occlusal guard – for treatment of bruxism, clenching or grinding
- i) Athletic mouth guard covered once per year
- j) Occlusal adjustment
  - Limited - (per visit)
  - Complete (regardless of the number of visits), once in a lifetime
- k) Odontoplasty
- l) Internal bleaching ]

*Note to carriers: the above Dental benefits provision is variable and may be deleted as described in the Explanation of Brackets. If the provision is deleted include the following heading such that the under age 6 provision would be part of the Dental Care and Treatment provision.*

[Additional benefits for a child under age 6]

For a Member who is severely disabled or who is a child under age 6, We cover:

- a) general anesthesia and Hospitalization for dental services; and
- b) dental services rendered by a dentist regardless of where the dental services are provided for a medical condition covered by this Contract which requires Hospitalization or general anesthesia.

**(l) TREATMENT FOR TEMPOROMANDIBULAR JOINT DISORDER (TMJ).** The following services are covered when rendered by a [Network] Practitioner [upon prior Referral by a [Member's] Primary Care Provider]. We cover services and supplies for the Medically Necessary and Appropriate surgical and non-surgical treatment of TMJ in a [Member]. However, with respect to treatment of TMJ We do not cover any services or supplies for orthodontia, crowns or bridgework.

(m) **THERAPEUTIC MANIPULATION.** Therapeutic manipulation is covered when rendered by a [Network] Practitioner [upon prior Referral by a [Member's] Primary Care Provider ]. We limit what We cover for therapeutic manipulation to 30 visits per Calendar Year. And We cover no more than two modalities per visit. Services and supplies beyond 30 visits are not covered.

(n) **[CANCER CLINICAL TRIAL.** We cover practitioner fees, laboratory expenses and expenses associated with Hospitalization, administering of treatment and evaluation of the Member during the course of treatment or a condition associated with a complication of the underlying disease or treatment, which are consistent with usual and customary patterns and standards of care incurred whenever a Member receives medical care associated with an Approved Cancer Clinical Trial. We will cover charges for such items and services only if they would be covered for care and treatment in a situation other than an Approved Cancer Clinical Trial.

We do not cover the cost of investigational drugs or devices themselves, the cost of any non-health services that might be required for a Member to receive the treatment or intervention, or the costs of managing the research, or any costs which would not be covered under this Contract for treatments that are not Experimental or Investigational.]

(o) **CLINICAL TRIAL.** The coverage described in this provision applies to Members who are eligible to participate in an approved clinical trial, Phase I, II, III and/or IV according to the trial protocol with respect to the treatment of cancer or another life threatening condition. We provide coverage for the clinical trial if the Member's practitioner is participating in the clinical trial and has concluded that the Member's participation would be appropriate; or the Member provides medical and scientific information establishing that his or her participation in the clinical trial would be appropriate.

We provide coverage of routine patient costs for items and services furnished in connection with participation in the clinical trial.

We will not deny a qualified Member participation in an approved clinical trial with respect to the treatment of cancer or another life threatening disease or condition. We will not deny or limit or impose additional conditions on the coverage of routine patient costs for items and services furnished in connection with participation in the clinical trial. We will not discriminate against the Member on the basis of the Member's participation in the clinical trial.

(p) **SURGICAL TREATMENT OF MORBID OBESITY.** Coverage is provided for surgical treatment of morbid obesity for one surgical procedure within a two-year period, measured from the date of the first surgical procedure to treat morbid obesity, unless a multi-stage procedure is planned, and We authorize coverage for such multi-stage procedure. In addition, We will cover surgery required as a result of complications that may arise from surgical treatment of morbid obesity.

For the purpose of this coverage, morbid obesity means a body mass index that is greater than 40 kilograms per meter squared; or equal to or greater than 35 kilograms per meter squared with a high risk comorbid condition. Body mass index is calculated by dividing the weight in kilograms by the height in meters squared.

(q) **TREATMENT OF DIABETES.** We cover expenses incurred for the following equipment and supplies for the treatment of diabetes, if recommended or prescribed by a Practitioner, including a nurse practitioner/clinical nurse specialist: blood glucose monitors and blood glucose monitors for the legally blind; test strips for glucose monitors and visual reading and urine testing strips; insulin; injection aids; cartridges for the legally blind; syringes; insulin pumps and appurtenances thereto; insulin infusion devices; and oral agents for controlling blood sugar.

Coverage under this provision for a short-acting, intermediate acting, rapid acting, long-acting, and pre-mixed insulin product is provided without the application of any deductible, and any copayment or coinsurance for the purchase of such insulin product shall not exceed \$35 per 30-day supply.

We cover expenses incurred for diabetes self-management education to ensure that Covered Persons with diabetes are educated as to the proper self-management and treatment of their diabetic condition, including information on proper diet. Diabetes self-management education shall be provided by a dietitian registered by a nationally recognized professional association of dietitians, or a health care professional recognized as a Certified Diabetes Educator by the American Association of Diabetes Educators or a registered pharmacist in the State qualified with regard to management education for diabetes by any institution recognized by the board of pharmacy of the State of New Jersey.

## **NON-COVERED SERVICES AND SUPPLIES**

### **THE FOLLOWING ARE NOT COVERED SERVICES UNDER THIS CONTRACT.**

Care or treatment by means of **acupuncture** except when used as a substitute for other forms of anesthesia.

[The amount of any charge which is greater than the **Allowed Charge**.]

Services for **ambulance** for transportation from a Hospital or other health care Facility, unless [Member] is being transferred to another Inpatient health care Facility.

**Blood or blood plasma** which is replaced by or for a [Member].

[**Broken appointments**.]

Care and/or treatment by a **Christian Science Practitioner**.

**Completion of claim forms.**

Services or supplies related to **Cosmetic Surgery**, except as otherwise stated in this Contract; complications of Cosmetic Surgery; drugs prescribed for cosmetic purposes

Services related to **Custodial** or **domiciliary** care.



**Dental care** or treatment, including appliances and dental implants, except as otherwise stated in this Contract.

Care or treatment by means of **dose intensive chemotherapy**, except as otherwise stated in this Contract.

Services or supplies, the primary purpose of which is **educational** providing the [Member] with any of the following: training in the activities of daily living; instruction in scholastic skills such as reading and writing; preparation for an occupation; or treatment for behavior problems or learning disabilities, except as otherwise stated in this Contract.

**Experimental or Investigational** treatments, procedures, hospitalizations, drugs, biological products or medical devices, except as otherwise stated in this Contract.

**Extraction of teeth**, except for bony impacted teeth and as otherwise stated in this Contract.

Services or supplies for or in connection with:

- a) except as otherwise stated in this Contract for Members through the end of the month in which he or she turns age 19, exams to determine the need for (or changes of) **eyeglasses** or lenses of any type;
- b) except as otherwise stated in this Contract for members through the end of the month in which he or she turns age 19, eyeglasses or lenses of any type; this exclusion does not apply to initial replacements for loss of the natural lens; or
- c) eye surgery such as radial keratotomy or Lasik surgery, when the primary purpose is to correct myopia (nearsightedness), hyperopia (farsightedness) or astigmatism (blurring).

Services or supplies provided by one of the following members of Your **family**: Spouse, child, parent, in-law, brother, sister or grandparent.

Services or supplies furnished in connection with any procedures to enhance **fertility** which involve harvesting, storage and/or manipulation of eggs and sperm. This includes, but is not limited to, the following: a) procedures: invitro fertilization; embryo transfer; embryo freezing; and Gamete Intra-fallopian Transfer (GIFT) and Zygote Intra-fallopian Transfer (ZIFT); donor sperm, surrogate motherhood; b) Prescription Drugs not eligible under the Prescription Drugs section of the Contract; and c) ovulation predictor kits. See also the separate Exclusion addressing sterilization reversal. .

Except as otherwise stated in this Contract, services or supplies related to **hearing aids and hearing examinations** to determine the need for hearing aids or the need to adjust them.

Services or supplies related to **herbal medicine**.

Services or supplies related to **hypnotism**.

Services or supplies necessary because the [Member] engaged, or tried to engage, in an **illegal occupation** or committed or tried to commit an indictable offense in the jurisdiction in which it is committed, or a felony.

Except as stated below, **Illness or Injury**, including a condition which is the result of disease or bodily infirmity, which occurred on the job and which is covered or could have been covered for benefits provided under workers' compensation, employer's liability, occupational disease or similar law;

**Exception:** This exclusion does not apply to the following persons for whom coverage under workers' compensation is optional unless such persons are actually covered for workers' compensation: a self-employed person or a partner of a limited liability partnership, members of a limited liability company or partners of a partnership who actively perform services on behalf of the self-employed business, the limited liability partnership, limited liability company or the partnership.

**Local anesthesia** charges billed separately if such charges are included in the fee for the Surgery.

**Membership costs** for health clubs, weight loss clinics and similar programs.

Services and supplies related to **marriage, career or financial counseling, sex therapy or family therapy, and related services.**

Charges for **missed appointments.**

Any **Non-Covered Service or Supply** specifically limited or not covered elsewhere in this Contract, or which is not Medically Necessary and Appropriate.

**Non-prescription drugs** or supplies, except;

- a) blood glucose monitors and blood glucose monitors for the legally blind; test strips for glucose monitors and visual reading and urine testing strips; insulin; injection aids; cartridges for the legally blind; syringes; insulin pumps and appurtenances thereto; insulin infusion devices; and oral agents for controlling blood sugar;
- b) colostomy bags, belts, and irrigators;
- c) as stated in this Contract for food and food products for inherited metabolic diseases; and
- d) as stated in this Contract for contraceptives.

Services provided by a **pastoral counselor** in the course of his or her normal duties as a religious official or practitioner.

**Personal convenience** or comfort items including, but not limited to, such items as TV's, telephones, first aid kits, exercise equipment, air conditioners, humidifiers, saunas, hot tubs.

[The following exclusions apply specifically to *Outpatient* coverage of **Prescription Drugs**

a) Charges to administer a Prescription Drug.

b) Charges for:

- immunization agents, [unless the immunization is otherwise covered under this Contract, such as immunizations to help prevent influenza, and is administered at the pharmacy[. Refer to [carrier website] for the list of immunizations that may be administered at the pharmacy.],
- allergens and allergy serums,
- biological sera, blood or blood plasma, [unless they can be self-administered].

- c) Charges for a Prescription Drug which is: labeled "Caution — limited by Federal Law to Investigational use"; or experimental.
- d) Charges for refills in excess of that specified by the prescribing Practitioner, or refilled too soon, or in excess of therapeutic limits.
- e) Charges for refills dispensed after one year from the original date of the prescription.
- f) Charges for Prescription Drugs as a replacement for a previously dispensed Prescription Drug that was lost, misused, stolen, broken or destroyed
- g) Charges for drugs, except insulin and contraceptives, which can be obtained legally without a Practitioner's prescription.
- h) Charges for a Prescription Drug which is to be taken by or given to the [Member], in whole or in part, while confined in:
- a Hospital
  - a rest home
  - a sanitarium
  - an Extended Care Facility
  - a Hospice
  - a Substance Use Disorder Facility
  - a Mental Health Facility
  - a convalescent home
  - a nursing home or similar institution
  - a provider's office.
- i) Charges for:
- therapeutic devices or appliances
  - hypodermic needles or syringes, except insulin syringes
  - support garments; and
  - other non-medical substances, regardless of their intended use.
- j) Charges for topical dental fluorides.
- k) Charges for any drug used in connection with baldness.
- l) Charges for drugs needed due to conditions caused, directly or indirectly, by a [Member] taking part in a riot or other civil disorder; or the
- m) [Member] taking part in the commission of a felony.
- n) Charges for drugs needed due to conditions caused, directly or indirectly, by declared or undeclared war or an act of war.
- o) Charges for drugs dispensed to a [Member] while on active duty in any armed force.
- p) Charges for drugs for which there is no charge. This usually means drugs furnished by the [Member's] employer, labor union, or similar group in its medical department or clinic; a Hospital or clinic owned or run by any government body; or any public program, except Medicaid, paid for or sponsored by any government body. But, if a charge is made, and We are legally required to pay it, We will.
- q) Charges for drugs covered under Home Health Care; or Hospice Care section of the [Contract.]
- r) Except as stated below, charges for drugs needed due to an on-the-job or job-related Injury or Illness; or conditions for which benefits are payable by Workers' Compensation, or similar laws.
- Exception:** This exclusion does not apply to the following persons for whom coverage under workers' compensation is optional unless such persons are actually covered for workers' compensation: a self-employed person or a partner of a limited liability partnership, members of a limited liability company or partners of a partnership who actively perform services on behalf of

the self-employed business, the limited liability partnership, limited liability company or the partnership.

s) Compounded drugs that do not contain at least one ingredient that requires a Prescription Order.

[t) Prescription Drugs or new dosage forms that are used in conjunction with a treatment or procedure that is determined to not be a Covered Service.]

u) Drugs when used for cosmetic purposes. This exclusion is not applicable to [Members] with a medically diagnosed congenital defect or birth abnormality who have been covered under the policy from the moment of birth.

v) Drugs used solely for the purpose for weight loss.

[w) Life enhancement drugs for the treatment of sexual dysfunction, (e.g. Viagra).]

x) Prescription Drugs dispensed outside of the United States, except as required for Emergency treatment.

[Any service provided without prior written Referral by the [Member]'s **Primary Care Provider**, except as specified in this Contract.]

Services related to **Private Duty Nursing**, except as provided under the Home Health Care section of this Contract.

Services or supplies related to **rest or convalescent cures**.

**Room and board charges** for a [Member] in any Facility for any period of time during which he or she was not physically present overnight in the Facility.

Services or supplies related to **Routine Foot Care, except:**

- a) an open cutting operation to treat weak, strained, flat, unstable or unbalanced feet, metatarsalgia or bunions;
- b) the removal of nail roots; and
- c) treatment or removal of corns, calluses or toenails in conjunction with the treatment of metabolic or peripheral vascular disease.

**Self-administered services** such as: biofeedback, patient-controlled analgesia on an Outpatient basis, related diagnostic testing, self-care and self-help training.

**Services or supplies:**

- a) eligible for payment under either federal or state programs (except Medicaid and Medicare). This provision applies whether or not the [Member] asserts his or her rights to obtain this coverage or payment for these services;
- b) for which a charge is not usually made, such as a Practitioner treating a professional or business associate, or services at a public health fair;
- c) for which a [Member] would not have been charged if he or she did not have health care coverage;
- d) for which the Member has no legal obligation to reimburse the Provider;
- e) provided by or in a Government Hospital except as stated below, or unless the services are for treatment:
  - of a non-service Emergency; or
  - by a Veterans' Administration Hospital of a non-service related Illness or Injury;

Exception: This exclusion does not apply to military retirees, their Dependents and the Dependents of active duty military personnel who are covered under both this Contract and under military health coverage and who receive care in facilities of the Uniformed Services.

**Stand-by services** required by a Provider.

**Sterilization reversal** - services and supplies rendered for reversal of sterilization.

[**Telephone consultations**, except as stated in the Outpatient Services provision.]

Charges for **third party requests** for physical examinations, diagnostic services and immunizations in connection with: obtaining or continuing employment; obtaining or maintaining a license issued by a municipality, state or federal government; obtaining insurance coverage; foreign travel; school admissions; or attendance including examinations required for participation in athletic activities.

**Transplants**, except as otherwise listed in the Contract.

**Transportation**; travel.

**Vision therapy**.

**Vitamins and dietary supplements** except as otherwise covered under this Contract as Preventive Care.

Services or supplies received as a result of a **war**, or an act of war, if the Illness or Injury occurs while the [Member] is serving in the military, naval or air forces of any country, combination of countries or international organization and Illness or Injury suffered as a result of special hazards incident to such service if the Illness or Injury occurs while the Member is serving in such forces and is outside the home area

**Weight reduction or control**, including surgical procedures, medical treatments, weight control/loss programs, dietary regimens and supplements, food or food supplements, appetite suppressants or other medications; exercise programs, exercise or other equipment; and other services and supplies that are primarily intended to control weight or treat obesity, including morbid obesity, or for the purpose of weight reduction, regardless of the existence of comorbid conditions, except as otherwise provided in the Surgical Treatment of Morbid Obesity section of this Contract.

**Wigs, toupees, hair transplants, hair weaving or any drug** if such drug is used in connection with baldness.

## **COORDINATION OF BENEFITS AND SERVICES**

### **Purpose Of This Provision**

A Member may be covered under this Contract and subsequently become covered under Medicare or a group Health Benefits Plan, Group Health Plan, Governmental Plan, or Church Plan. This provision allows Us to coordinate the services and supplies We provide with what Medicare pays. This provision also allows us to coordinate benefits with what a group Health Benefits Plan, Group

Health Plan, Governmental Plan, or Church Plan pays. Coordination of benefits is intended to avoid duplication of benefits while at the same time preserving certain rights to coverage under all Plans under which the Member is covered.

In the absence of enrollment in other primary coverage, such as Medicare, We will not take that other coverage into account when paying for covered services or supplies. We will not limit or exclude coverage based on eligibility for other coverage. Coordination of benefits occurs only when the Covered Person is enrolled in other coverage.

Please note: The ONLY circumstances in which a person may be covered under both this Contract and under coverage under Medicare or a group Health Benefits Plan, Group Health Plan, Governmental Plan, or Church Plan occur when a Member is already covered under this Contract and subsequently becomes eligible for Medicare or coverage under a group Health Benefits Plan, Group Health Plan, Governmental Plan, or Church Plan.

## DEFINITIONS

The words shown below have special meanings when used in this provision. Please read these definitions carefully. [Throughout this provision, these defined terms appear with their initial letter capitalized.]

**Allowable Expense:** The charge for any health care service, supply or other item of expense for which the Member is liable when the health care service, supply or other item of expense is covered at least in part under any of the Plans involved, except where a statute requires another definition, or as otherwise stated below.

We will not consider the difference between the cost of a private hospital room and that of a semi-private hospital room as an Allowable Expense unless the stay in a private room is Medically Necessary and Appropriate.

**Allowed Charge:** An amount that is not more than allowance for the service or supply as determined by Us, based on a standard which is most often charged for a given service by a Provider within the same geographic area.

**Claim Determination Period:** A Calendar Year, or portion of a Calendar Year, during which a Member is covered by this Contract and covered by a Plan and incurs one or more Allowable Expense(s) under such Plans.

**Plan:** Coverage with which coordination of benefits is allowed. Plan includes:

- a) Group insurance and group subscriber contracts, including insurance continued pursuant to a Federal or State continuation law;
- b) Self-funded arrangements of group or group-type coverage, including insurance continued pursuant to a Federal or State continuation law;
- c) Group or group-type coverage through a health maintenance organization (HMO) or other prepayment, group practice and individual practice plans, including insurance continued pursuant to a Federal or State continuation law;
- d) Group hospital indemnity benefit amounts that exceed \$150 per day;
- e) Medicare or other governmental benefits, except when, pursuant to law, the benefits must be treated as in excess of those of any private insurance plan or non-governmental plan.

For purposes of determining plans with which this plan can coordinate, Plan does not include:

- a) Individual or family insurance contracts or subscriber contracts;
- b) Individual or family coverage through a health maintenance organization or under any other prepayment, group practice and individual practice plans;
- c) Group or group-type coverage where the cost of coverage is paid solely by the [Member], except that coverage being continued pursuant to a Federal or State continuation law shall be considered a Plan;
- d) Group hospital indemnity benefit amounts of \$150 per day or less;
- e) School accident –type coverage;
- f) A State plan under Medicaid.

### **PRIMARY AND SECONDARY PLAN**

We consider each plan separately when coordinating payments.

For the purpose of coordinating benefits with this individual contract, Medicare or coverage under a group Health Benefits Plan, Group Health Plan, Governmental Plan, or Church Plan is always the Primary Plan and this Contract is always the Secondary Plan. Medicare or coverage under a group Health Benefits Plan, Group Health Plan, Governmental Plan, or Church Plan pays or provides services or supplies first, without taking into consideration the existence of this Contract.

This Contract takes into consideration the benefits provided by Medicare or coverage under a group Health Benefits Plan, Group Health Plan, Governmental Plan, or Church Plan. During each Claim Determination Period, this Contract will pay up to the remaining unpaid allowable expenses, but this Contract will not pay more than it would have paid if it had been the Primary Plan. The method this Contract uses to determine the amount to pay is set forth below in the “**Procedures to be Followed by the Secondary Plan to Calculate Benefits**” section of this provision.

This Contract shall not reduce Allowable Expenses for Medically Necessary and Appropriate services or supplies on the basis that precertification, preapproval, notification or second surgical opinion procedures were not followed.

### **Procedures to be Followed by the Secondary Plan to Calculate Benefits**

In order to determine which procedure to follow it is necessary to consider:

- a) the basis on which the Primary Plan and the Secondary Plan pay benefits; and
- b) whether the provider who provides or arranges the services and supplies is in the network of either the Primary Plan or the Secondary Plan.

Benefits may be based on the Allowed Charge (AC), or some similar term. This means that the provider bills a charge and the Member may be held liable for the full amount of the billed charge. In this section, a Plan that bases benefits on an allowed charge is called an “AC Plan.”

Benefits may be based on a contractual fee schedule, sometimes called a negotiated fee schedule, or some similar term. This means that although a provider, called a network provider, bills a charge, the Member may be held liable only for an amount up to the negotiated fee. In this section, a Plan that bases benefits on a negotiated fee schedule is called a “Fee Schedule Plan.” An HMO and Exclusive Provider Organization (EPO) are examples of network only plans that could use a

fee schedule. If the Member uses the services of a non-network provider, the plan will be treated as an AC Plan even though the plan under which he or she is covered allows for a fee schedule.

Payment to the provider may be based on a “capitation”. This means that then HMO or other plans pays the provider a fixed amount per Member. The Member is liable only for the applicable deductible, coinsurance or copayment. If the Member uses the services of a non-network provider, the HMO, EPO or other plans will only pay benefits in the event of emergency care or urgent care. In this section, a Plan that pays providers based upon capitation is called a “Capitation Plan.”

In the rules below, “provider” refers to the provider who provides or arranges the services or supplies and “HMO” refers to a health maintenance organization plan, and “EPO” refers to Exclusive Provider Organization.

Primary Plan is AC Plan and Secondary Plan is AC Plan

The Secondary Plan shall pay the lesser of:

- a) the difference between the amount of the billed charges and the amount paid by the Primary Plan; or
- b) the amount the Secondary Plan would have paid if it had been the Primary Plan.

When the benefits of the Secondary Plan are reduced as a result of this calculation, each benefit shall be reduced in proportion, and the amount paid shall be charged against any applicable benefit limit of the plan.

Primary Plan is Fee Schedule Plan and Secondary Plan is Fee Schedule Plan

If the provider is a network provider in both the Primary Plan and the Secondary Plan, the Allowable Expense shall be the fee schedule of the Primary Plan. The Secondary Plan shall pay the lesser of:

- a) The amount of any deductible, coinsurance or copayment required by the Primary Plan; or
- b) the amount the Secondary Plan would have paid if it had been the Primary Plan.

The total amount the provider receives from the Primary plan, the Secondary plan and the Member shall not exceed the fee schedule of the Primary Plan. In no event shall the Member be responsible for any payment in excess of the copayment, coinsurance or deductible of the Secondary Plan.

Primary Plan is AC Plan and Secondary Plan is Fee Schedule Plan

If the provider is a network provider in the Secondary Plan, the Secondary Plan shall pay the lesser of:

- a) the difference between the amount of the billed charges for the Allowable Expenses and the amount paid by the Primary Plan; or
- b) the amount the Secondary Plan would have paid if it had been the Primary Plan.

The Member shall only be liable for the copayment, deductible or coinsurance under the Secondary Plan if the Member has no liability for copayment, deductible or coinsurance under the Primary Plan and the total payments by both the primary and Secondary Plans are less than the provider’s billed charges. In no event shall the Member be responsible for any payment in excess of the copayment, coinsurance or deductible of the Secondary Plan.

Primary Plan is Fee Schedule Plan and Secondary Plan is AC Plan

If the provider is a network provider in the Primary Plan, the Allowable Expense considered by the Secondary Plan shall be the fee schedule of the Primary Plan. The Secondary Plan shall pay the lesser of:



- a) The amount of any deductible, coinsurance or copayment required by the Primary Plan; or
- b) the amount the Secondary Plan would have paid if it had been the Primary Plan.

Primary Plan is Fee Schedule Plan and Secondary Plan is AC Plan or Fee Schedule Plan

If the Primary Plan is an HMO or EPO plan that does not allow for the use of non-network providers except in the event of urgent care or emergency care and the service or supply the Member receives from a non-network provider is not considered as urgent care or emergency care, the Secondary Plan shall pay benefits as if it were the Primary Plan.

Primary Plan is Capitation Plan and Secondary Plan is Fee Schedule Plan or AC Plan

If Member receives services or supplies from a provider who is in the network of both the Primary Plan and the Secondary Plan, the Secondary Plan shall pay the lesser of:

- a) The amount of any deductible, coinsurance or copayment required by the Primary Plan; or
- b) the amount the Secondary Plan would have paid if it had been the Primary Plan.

Primary Plan is Capitation Plan or Fee Schedule Plan or R&C Plan and Secondary Plan is Capitation Plan

If the Member receives services or supplies from a provider who is in the network of the Secondary Plan, the Secondary Plan shall be liable to pay the capitation to the provider and shall not be liable to pay the deductible, coinsurance or copayment imposed by the Primary Plan. The Member shall not be liable to pay any deductible, coinsurance or copayments of either the Primary Plan or the Secondary Plan.

[Primary Plan is an HMO and Secondary Plan is an HMO or EPO]

If the Primary Plan is an HMO or EPO plan that does not allow for the use of non-network providers except in the event of urgent care or emergency care and the service or supply the Member receives from a non-network provider is not considered as urgent care or emergency care, but the provider is in the network of the Secondary Plan, the Secondary Plan shall pay benefits as if it were the Primary Plan. Except that the Primary Plan shall pay out-of-Network services, if any, authorized by the Primary Plan.]

*[Note to carriers: This paragraph should only be included in plans issued as HMO or EPO coverage.]*

## **SERVICES FOR AUTOMOBILE RELATED INJURIES**

This section will be used to determine a [Member's] coverage under this Contract when services are provided as a result of an automobile related Injury.

### **Definitions**

"Automobile Related Injury" means bodily Injury sustained by a [Member] as a result of an accident:

- a) while occupying, entering, leaving or using an automobile; or
- b) as a pedestrian;

caused by an automobile or by an object propelled by or from an automobile.

"Allowable Expense" means a medically necessary, reasonable and customary item of expense covered at least in part as an eligible expense or eligible services by:

- a) this Contract;

- b) PIP; or
- c) OSAIC.

"Eligible Services" means services provided for treatment of an Injury which is covered under this Contract without application of Cash Deductibles and Copayments, if any or Coinsurance.

"Out-of-State Automobile Insurance Coverage" or "OSAIC" means any coverage for medical expenses under an automobile insurance policy other than PIP. OSAIC includes automobile insurance policies issued in another state or jurisdiction.

"PIP" means personal injury protection coverage provided as part of an automobile insurance policy issued in New Jersey. PIP refers specifically to provisions for medical expense coverage.

**Determination of primary or secondary coverage.**

This Contract provides secondary coverage to PIP unless health coverage has been elected as primary coverage by or for the [Member] under this Contract. This election is made by the named insured under a PIP policy. Such election affects that person's family members who are not themselves named insureds under another automobile policy. This Contract may be primary for one [Member], but not for another if the person has a separate automobile policy and has made different selection regarding primacy of health coverage.

This Contract is secondary to OSAIC, unless the OSAIC contains provisions which make it secondary or excess to the Contractholder's plan. In that case this Contract will be primary.

If there is a dispute as to which policy is primary, this Contract will pay benefits or provide services as if it were primary.

**Services this Contract will provide if it is primary to PIP or OSAIC.**

If this Contract is primary to PIP or OSAIC it will provide benefits for eligible expenses in accordance with its terms.

**Benefits this Contract will pay if it is secondary to PIP or OSAIC.**

If this Contract is secondary to PIP or OSAIC the actual benefits payable will be the lesser of:

- a) the Allowable Expenses left uncovered after PIP or OSAIC has provided coverage after applying Cash Deductibles and Copayments, or
- b) the equivalent value of services if this Contract had been primary.

## GENERAL PROVISIONS

### AMENDMENT

We may make amendments to the Contract upon 30 days' notice to the Contractholder, and as provided in (b) and (c) below. An amendment will not affect benefits for a service or supply furnished before the date of change; and no change to the benefits under this Contract will be made without the approval of the Board.

Only Our officers have authority: to waive any conditions or restrictions of the Contract, to extend the time in which a premium may be paid, to make or change a Contract, or to bind Us by a promise or representation or by information given or received.

No change in the Contract is valid unless the change is shown in one of the following ways:

- a) it is shown in an endorsement on it signed by one of Our officers.
- b) if a change has been automatically made to satisfy the requirements of any state or federal law that applies to the Contract, as provided in the section of this Contract called **Conformity With Law**, it is shown in an amendment to it that is signed by one of Our officers.
- c) if a change is required by Us, it is accepted by the Contractholder, as evidenced by payment of a premium on or after the effective date of such change.
- d) if a written request for a change is made by the Contractholder, it is shown in an amendment to it signed by the Contractholder and by one of Our officers.

### ASSIGNMENT

No assignment or transfer by the Contractholder of any of the Contractholder's interest under this Contract or by a [Member] of any of his or her interest under this Contract is valid unless We consent thereto.

### CLERICAL ERROR - MISSTATEMENTS

No clerical error nor programming or systems error by the Contractholder or by Us in keeping any records pertaining to coverage under this Contract will reduce a [Member]'s Coverage. Neither will delays in making entries on those records reduce it. However, if We discover such an error or delay, a fair adjustment of premiums will be made.

Premium adjustments involving return of unearned premium to the Contractholder will be limited to the period of 12 months preceding the date of Our receipt of satisfactory evidence that such adjustments should be made.

If Your age, or any other relevant facts, are found to have been misstated, and the premiums are thereby affected, an equitable adjustment of premiums will be made. If such misstatement involves whether or not the person's coverage would have been accepted by Us, subject to this Contract's **Incontestability** section, the true facts will be used in determining whether coverage is in force under the terms of this Contract.

### CONFORMITY WITH LAW

Any provision of this Contract which, is in conflict with the laws of the State of New Jersey, or with Federal law, shall be construed and applied as if it were in full compliance with the minimum requirements of such State law or Federal law.

### CONTINUING RIGHTS

Our failure to apply terms or conditions does not mean that We waive or give up any future rights under this Contract.

### **GOVERNING LAW**

This entire Contract is governed by the laws of the State of New Jersey.

### **INCONTESTABILITY OF THE CONTRACT**

There will be no contest of the validity of the Contract, except for not paying premiums, after it has been in force for two years.

No statement in any application, except a fraudulent statement, made by the Contractholder or by a [Member] covered under this Contract shall be used in contesting the validity of his or her coverage or in denying benefits after such coverage has been in force for two years during the person's lifetime. Note: There is no time limit with respect to a contest in connection with fraudulent statements.

### **LIMITATION ON ACTIONS**

No action at law or in equity shall be brought to recover on the Contract until 60 days after a [Member] files written proof of loss. No such action shall be brought more than three years after the end of the time within which proof of loss is required.

### **NOTICES AND OTHER INFORMATION**

Any notices, documents, or other information under the Contract may be sent by United States Mail, postage prepaid, addressed as follows:

If to Us: To Our last address on record with the Contractholder.

If to the Contractholder: To the last address provided by the Contractholder on an enrollment or change of address form actually delivered to Us.

If to a [Member]: To the last address provided by the [Member] on an enrollment or change of address form actually delivered to Us.

### **OFFSET**

We reserve the right, before paying benefits to You, to use the amount of payment due to offset any claims payment previously made to You in error.

### **OTHER RIGHTS**

We are only required to provide benefits to the extent stated in this Contract, its riders and attachments. We have no other liability.

Services and supplies are to be provided in the most cost-effective manner practicable as Determined by Us.

We reserve the right to use Our subsidiaries or appropriate employees or companies in administering this Contract.

We reserve the right to modify or replace an erroneously issued Contract.

Information in Your application may not be used by Us to void this Contract or in any legal action unless the application or a duplicate of it is attached to this Contract or has been furnished to You for attachment to this Contract.

### **PAYMENT OF PREMIUMS - GRACE PERIOD**

The following paragraph only applies to [Members] who are NOT recipients of the premium tax credit and [Members] who are recipients of the premium tax credit but have not paid at least one full month's premium during the calendar year

Premiums are due on each premium due date. Each premium other than the first must be paid within 31 days of the premium due date. Those days are known as the grace period. Premiums must be paid from the first day the Contract is in force in order for this Contract to be considered in force on a premium paying basis. Premiums must be paid for the time the Contract stays in effect. If any premium is not paid by the end of the grace period, [this Contract will continue in force without premium payment during the grace period and this Contract will end when the grace period ends.][coverage will end as of the end of the period for which premium has been paid. You may be responsible for the payment of charges incurred for services or supplies received during the grace period.]

The following paragraph only applies to [Members] who ARE recipients of the premium tax credit who have paid at least one full month's premium during the calendar year.

Premiums are due on each premium due date. While each premium is due by the premium due date there is a grace period for each premium other than the first that runs for 3 consecutive months from the premium due date. We will pay all appropriate claims for services and supplies received during the first month of the grace period. We will pend the payment of claims for services beyond the first month through the end of the 3 month grace period. We will send You a notice if payment is not made by the premium due date and if payment is not made, the Contract will end 30 days following the date of the notice. Premium must be paid for the time coverage stays in effect. We will notify the Federal Department of Health and Human Services if the required premium is not paid by the premium due date. We will also notify the Providers for the pended claims that the claims may be denied.

### **REINSTATEMENT**

If We, or one of Our duly authorized agents accept the payment of premium after the end of the grace period without requiring an application for reinstatement, such acceptance of premium shall reinstate the Contract. However, if We or one of Our duly authorized agents require an application for reinstatement and issue a conditional receipt for the premium paid, the Contract will be reinstated upon Our approval of the application, or lacking Our approval, it will be reinstated on the forty-fifth day following the date for the conditional receipt unless We have previously notified You of Our disapproval of the reinstatement application. [Premiums accepted by Us after the end of the grace period are subject to a late payment interest charge determined as a percentage of the amount unpaid. That percentage will be Determined by Us from time to time, but will not be more than the maximum allowed by law.] The reinstated Contract shall cover only loss resulting from Injury or Illness that begins more than 10 days after the date of reinstatement. In all other respects, We and the Member shall have the same rights under the Contract as before the end of the grace period.

## **PREMIUM RATE CHANGES**

The premium rates in effect on the Effective Date are shown in the [Premium Rates and Provisions section of the Contract] [Contract's Schedule of Premium Rates]. We have the right to prospectively change premium rates as of any of these dates:

any premium due date;

any date that the extent or nature of the risk under the Contract is changed:

- by amendment of the Contract; or
- by reason of any provision of law or any government program or regulation;

at the discovery of a clerical error or misstatement as described in the General Provisions section of this Contract.

We will give You 30 days written notice when a change in the premium rates is made.

## **STATEMENTS**

No statement will void the coverage, or be used in defense of a claim under this Contract, unless it is contained in a writing signed by a [Member], and We furnish a copy to the [Member].

All statements will be deemed representations and not warranties.

## **RENEWAL PRIVILEGE – TERMINATION**

All periods of insurance hereunder will begin at 12:01 a.m. and end at midnight Eastern Standard Time.

The Contractholder may renew this Contract for a term of one (1) year, on the first and each subsequent Renewal Date. All renewals are subject to the payment of premiums then due, computed as provided in this Contract's **Premium Rates** section and to the provisions stated below.

We have the right to non-renew this Contract on the Renewal Date following written notice to the Contractholder for the following reasons:

- a) subject to 180 days advance written notice, We cease to do business in the individual health benefits market;
- b) subject to 90 days advance written notice, We cease offering and non-renew a particular type of Health Benefits Plan in the individual market provided We act uniformly without regard to any Health Status-Related Factor of Members or persons who may become eligible for coverage;
- c) subject to 90 days advance written notice the Board terminates a standard plan or a standard plan option;[or]
- d) [with respect to coverage issued through the [Marketplace/ exchange or other appropriate term] , decertification of the plan.]

The advance written notice for non-renewal for the reasons stated in items a, b and c above shall comply with the requirements of N.J.A.C. 11:20-18. Any notice provided in the event of item [d] above will be subject to [Marketplace/exchange or other appropriate term] requirements, if any.

During or at End of Grace Period - Failure to Pay Premiums: If any premium is not paid by the end of its grace period, the Contract will end as described in the Grace Period provision.

Termination by Request - If You want to end the Contract because you are replacing this Contract with another individual Health Benefits Plan, You must give us notice of the replacement within 30 days after the effective date of the new Plan. This Contract will end at midnight. on the day before the effective date of the new Plan and any unearned premium will be refunded.

If You want to end this Contract for any other reason, You may write to Us, in advance of the requested termination date, to ask that the Contract be terminated. The Contract will end on the date requested.

This Contract will be renewed automatically each year on the Renewal Date, unless coverage is terminated on or before the Renewal Date due to one of the following circumstances:

- a) Premiums have not been paid in accordance with the terms of the Contract, or We have not received timely premium payments; ([Coverage will end as described In the Grace Period provision.]
- b) You have performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of the Contract; (Coverage will end [as of the effective date][immediately].)
- c) with respect to a Member other than a Dependent, termination of eligibility if You are no longer a Resident, (We will give You at least 30 days written notice that coverage will end.)
- d) You become covered under another individual Health Benefits Plan; (Coverage will end at midnight on the day before the date the individual Health Benefits Plan takes effect, provided We receive notice of the replacement within 30 days after the effective date of the new plan.)
- e) [You no longer reside, live or work in the Service Area, or in an area for which We are authorized to do business, provided that coverage is terminated uniformly without regard to any Health Status-Related Factor of Members.]
- f) with respect to a catastrophic plan, the date of a [Marketplace/exchange or other appropriate term] redetermination of exemption eligibility that finds the Member is no longer eligible for an exemption, or until the end of the plan year in which the Member attains age 30, whichever occurs first.

#### **TERMINATION OF DEPENDENT COVERAGE**

If You fail to pay the cost of Dependent coverage, Your Dependent coverage will end. It will end on the last day of the period for which You made the required payments, unless coverage ends earlier for other reasons.

A Dependent's coverage ends at midnight on the date the Dependent is no longer a Dependent, as defined in the Contract. However, for a Dependent child who is no longer a dependent due to the attainment of age 26 coverage ends at midnight on the last day of the calendar year in which the Dependent attains age 26.

Also, Dependent coverage ends when the Contract holder's coverage ends.

#### **THE CONTRACT**

This Contract, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance.

## **WORKERS' COMPENSATION**

The health benefits provided under this Contract are not in place of, and do not affect requirements for coverage by Workers' Compensation.

## **CONVERSION RIGHTS FOR DIVORCED SPOUSES**

### **IF YOUR MARRIAGE OR DOMESTIC PARTNERSHIP OR CIVIL UNION ENDS**

If Your marriage ends by legal divorce or annulment, or Your domestic partnership or civil union dissolves, the individual coverage for Your former Spouse ends. The former Spouse may convert to an individual contract during the conversion period. The former Spouse may cover under his or her individual contract any of his or her Dependent children who were covered under this Contract on the date this coverage ends. See **Exceptions** below.

### **Exceptions**

No former Spouse may use this conversion right:

- a) if he or she is eligible for Medicare;
- b) if it would cause him or her to be excessively covered; This may happen if the Spouse is covered or eligible for coverage providing similar benefits provided by any other plan, insured or not insured. We will Determine if excessive coverage exists using Our standards for excessive coverage. or
- c) [if he or she permanently relocates outside the Service Area.]

### **HOW AND WHEN TO CONVERT**

The conversion period means the 31 days after the date this coverage ends. The former Spouse must apply for the individual contract in writing and pay the first premium for such contract during the conversion period. Evidence of good health will not be required.

### **THE CONVERTED CONTRACT**

The individual contract will provide the medical benefits that We are required to offer. The individual contract will take effect on the day after coverage under this Contract ends.