Welcome to Group Health Cooperative of South Central Wisconsin

Group Health Cooperative of South Central Wisconsin (GHC-SCW) respects the confidence you have shown in choosing our health plan and our many Providers. This Policy outlines the features of your Policy and is used in connection with the Benefit Summary and any plan amendments to describe your coverage with GHC-SCW. Together these documents will help you get the most out of your health care plan.

GHC-SCW Quality Improvement Statement

Each year, Group Health Cooperative of South Central Wisconsin (GHC-SCW) develops a Quality Improvement Work Plan to use as a tool to focus on and monitor performance, and to identify areas in which GHC-SCW can improve care and service to its members. GHC-SCW’s Quality Improvement Work Plan is divided into the following two sections and six categories, each containing several specific initiatives. The first section, Clinical Quality, addresses (1) disease management projects that seek to improve care to members with chronic illnesses, (2) preventive health projects, which seek to improve the delivery of preventive services such as screening exams and immunizations, and (3) general clinical monitoring projects, which measure how well GHC maintains improvements achieved in the past. The second section, Service Quality, includes (1) quality improvement projects that seek to improve the level of service experienced by members as they use the GHC-SCW system, (2) Member satisfaction monitoring that provides annual measures of how well GHC-SCW members are satisfied with various aspects of the system, and (3) service projects that require problem evaluation, root cause analysis, solution development and ongoing evaluation. The GHC-SCW Board of Directors approves the plan annually.

Reasonable and Customary Disclosure

GHC-SCW bases claims settlement for Out-of-Network Providers on the “Reasonable and Customary Fees and Charges” for covered Benefits. The “Reasonable and Customary Fees and Charges” may be less than the billed amount. For additional information, please refer to the following parts of this Certificate: Article I – Definitions and Article V – Covered Health Services; or contact the GHC-SCW Member Services Department. A range of payment methodologies may be utilized for Out-of-Network and In-Network Providers.
# 2017 LARGE GROUP HMO MEMBER CERTIFICATE

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IMPORTANT INFORMATION

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

The full corporate name of this organization is:

Group Health Cooperative of South Central Wisconsin (GHC-SCW)

Notice Regarding Pediatric Dental Coverage

This policy does not include pediatric dental services as required under the federal Patient Protection and Affordable Care Act (PPACA). This coverage is available in the insurance market and can be purchased as a stand-alone product. Please contact your insurance carrier, agent, or the Federally Facilitated Exchange if you wish to purchase pediatric dental coverage or a stand-alone dental services product.

If you have a complaint:

You may resolve your problem by taking the steps outlined in your health plan’s Grievance procedure. You may also contact the OFFICE OF THE COMMISSIONER OF INSURANCE, a state agency that enforces Wisconsin’s insurance laws, and file a complaint. You can contact the OFFICE OF THE COMMISSIONER OF INSURANCE by writing to:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI  53707-7873

Or you can call (800) 236-8517 outside of Madison or (608) 266-0103 in Madison, and request a complaint form.

IMPORTANT NOTICE
CONCERNING STATEMENTS IN THE ENROLLMENT FORM FOR YOUR INSURANCE

Please read the copy of the enrollment form attached to your Certificate or which has been otherwise previously delivered to you by the insurer or group policyholder. Omissions or misstatements in the enrollment form could cause an otherwise valid claim to be denied. Carefully check the enrollment form and write to the insurer within 10 days if any information shown on the form is not correct and complete or if any requested medical history has not been included. The insurance coverage was issued on the basis that the answers to all questions and any other material information shown on the enrollment form are correct and complete.

This Certificate is effective in accordance with the Group’s term of coverage. Most employer Groups have a 12-month term of coverage. Subscribers should contact their employer’s benefits department to determine the Group’s actual term of coverage.
2017 LARGE GROUP HMO PLAN MEMBER CERTIFICATE

This Member Certificate is issued by GHC-SCW to describe the terms and conditions of the benefits you will receive under this policy as a Subscriber or as an enrolled Dependent of a Subscriber.

If you are a Member of a Group, the terms and conditions of the Group Service Agreement are considered to be part of this Certificate.

The Benefits are provided directly by GHC-SCW, by agreement with Providers, Hospitals, and other health care providers, or by payment of Reasonable and Customary Fees and Charges.

This Certificate is issued in consideration of the timely payment by you or on your behalf of the monthly premium Rate in effect for the coverage being provided. Such monthly premium Rate is subject to change by GHC-SCW. GHC-SCW reserves the right to cancel coverage under this Certificate if timely payment is not made.

GHC-SCW may adopt reasonable policies, procedures, rules and interpretations to promote the orderly and efficient administration of this Certificate. You agree to abide by the terms and conditions of these policies, procedures, rules and interpretations.

Services provided by GHC-SCW are available to you without regard to race, color, handicap, age, sex, creed, national origin, ancestry, sexual orientation, arrest or conviction status, marital status, religion or any other legally impermissible criterion. GHC-SCW does reserve the right to adopt and interpret policies, procedures and rules applicable to all services being provided. Consistent with acceptable medical practice and applicable legal and contractual requirements, including this Certificate, GHC-SCW is committed to assisting patients with special needs and providing interpreter services and written materials to persons whose language is other than English.

This Certificate limits covered expenses received from an Out-of-Network Provider to a maximum allowable fee. The maximum allowable fee may be less than the billed amount.

GUARANTEED RENEWABLE. This policy is issued on an annual basis. We will renew this policy at the option of the Group unless the Group: fails to pay the Premium when due; engages in fraud or misrepresentation; substantially breaches contractual duties, conditions or warranties; ceases to be a member of a bona fide association on which coverage is based; fails to maintain participation or employer contribution requirements; or no longer meets the required participation requirements for members who live or work in the Service Area.
STOP HEALTH CARE FRAUD!
Fraud increases the cost of health care for everyone and increases your Premium.

Protect Yourself From Fraud – Here are some things that you can do to prevent fraud:

- Be wary of giving your plan identification (ID) number over the telephone or to people you do not know, except to your Provider, other health care Providers, or authorized plan representative.
- Let only the appropriate medical professional review your medical record or recommend services.
- Avoid using health care Providers who say that an item or service is not usually covered, but they know how to bill us to get it paid.
- Carefully review explanations of Benefits (EOBs) that you receive from us.
- Do not ask your Provider to make false entries on certificates, bills, or records in order to get us to pay for an item or service.
- If you suspect that a Provider has charged you for services you did not receive, billed you twice for the same service, or misrepresented any information, do the following:
  - Call the Provider and ask for an explanation. There may be an error.
  - If the Provider does not resolve the matter, call GHC-SCW Member Services at (608) 828-4853 or GHC-SCW’s Compliance Helpline at (608) 251-4156 ext. 4200 and explain the situation.
- Do not maintain as a family Member on your policy:
  - Your former spouse after a divorce decree or annulment is final; or
  - Your child over the age limit specified in this policy (unless he/she is disabled and incapable of self-support).
  - If you have any questions about the eligibility of a Dependent, check with your human resource department or employee Benefits department.

PRIVACY AT GHC-SCW
We understand that information about individuals and their health is personal. At GHC-SCW, we’re committed to protecting personal information to the fullest extent possible and limiting disclosures to the minimum necessary to provide cost-effective, quality care.

Our On-going Commitment
GHC-SCW employees receive on-going training and education regarding patient confidentiality and privacy, along with GHC-SCW privacy policies and procedures. GHC-SCW regularly monitors access of confidential health information to ensure its appropriate use within the organization. We take our responsibility seriously, and each year we renew our promise to protect patient confidentiality by signing a Confidentiality Agreement.

GHC-SCW’s Notice of Privacy Practices
Our Notice of Privacy Practices, which describes how medical information may be used and disclosed, certain obligations we have regarding the use and disclosure of medical information and how you can get access to this information, is distributed to all Members as a part of new Member enrollment materials, is posted and available in GHC-SCW Clinics, and is readily available on our Web site, at www.ghcscw.com.

If you have questions or concerns regarding privacy at GHC-SCW, please contact the GHC-SCW Member Services Department at (608) 828-4853.
GHC-SCW NONDISCRIMINATION NOTICE

Group Health Cooperative of South Central Wisconsin (GHC-SCW) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. GHC-SCW does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

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

If you need these services, contact GHC-SCW Member Services at (608) 828-4853 or (800) 605-4327, ext. 4504 (TTY: 1-608-828-4815).

If you believe that GHC-SCW has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with GHC-SCW’s Corporate Compliance Officer, 1265 John Q. Hammons Drive, Madison, WI 53717, Telephone: (608) 251-4156, TTY: (608) 828-4815, or Fax: (608) 257-3842. If you need help filing a grievance, GHC-SCW’s Corporate Compliance Officer is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue SW.
Room 509f, HHH Building
Washington, DC 20201
1-800-368-1019, 1-800-537-7697 (TDD).


GHC-SCW LANGUAGE ASSISTANCE SERVICES

English:
ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call 1-608-828-4853 or 1-800-605-4327, ext. 4504 (TTY: 1-608-828-4815).

Español (Spanish):
Hmoob (Hmong):

繁體中文 (Chinese):
注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-608-828-4853 or 1-800-605-4327, ext. 4504 (TTY: 1-608-828-4815)。

Deutsch (German):

العربية (Arabic):
ملحوظة: إذا كنت تتحدث اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 4504 (رقم هاتف الصم والبكم 1-608-828-4815).

Русский (Russian):
ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-608-828-4853 or 1-800-605-4327, ext. 4504 (TTY: 1-608-828-4815).

한국어 (Korean):

Tiếng Việt (Vietnamese):

Deitsch (Pennsylvania Dutch):

ພາສາລາວ (Lao):

Français (French):

Polski (Polish):
Hindi (Hindi):
ध्यान करें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-608-828-4853 or 1-800-605-4327, ext. 4504 (TTY: 1-608-828-4815) पर कॉल करें।

Shqip (Albanian):

Tagalog (Tagalog – Filipino):
ARTICLE I: DEFINITIONS

A. The following terms, when used and capitalized in this Certificate or any attachments, supplements, endorsements, amendments, or riders hereto, are defined as follows and limited to that meaning only:

1. **Adverse Benefit Determination** means either: (a) any rescission of coverage, or (b) a determination by or on behalf of GHC-SCW in which all of the following apply:
   a. GHC-SCW has reviewed an admission to a health care facility, the availability of care, the continued stay or other treatment that is a covered Benefit.
   b. The treatment does not meet GHC-SCW’s requirements for Medical Necessity, appropriateness, health care setting, level of care or effectiveness.
   c. GHC-SCW reduced, denied or terminated the treatment or payment for the treatment.
   d. The amount of the reduction or the cost or expected cost of the denied or terminated treatment or payment exceeds, or will exceed, the amount determined by the Independent Review Organization, during the course of treatment. This amount is available on the Wisconsin Office of the Commissioner of Insurance Web site: http://oci.wi.gov/oci_home.htm.

2. **Annual Deductible** means a fixed dollar amount that a Member or family is required to pay each year before any payment of eligible expenses is made by GHC-SCW. GHC-SCW calculates the Annual Deductible based upon the total amount of eligible expenses incurred during a year.

3. **Autism Spectrum Disorder Treatment** means Intensive-level services and Non-intensive level services for Autism Spectrum Disorder as classified in the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association.

4. **Benefit(s)** means the Covered Health Services contained in this Certificate, including any attachments to the policy.
   a. **In-Network Services and Benefits** means Covered Health Services provided by an In-Network Provider or received at an In-Network Facility. You are eligible for In-Network Services and Benefits when you select a Primary Care Provider to coordinate your health care. It is your responsibility to ensure that your Primary Care Provider coordinates all of your services by requesting Prior Authorization from GHC-SCW. You can verify that a Prior Authorization has been received by calling your Primary Care Provider, GHC-SCW Care Management Department or GHC-SCW Member Services.

   If Medically Necessary services are not available from an In-Network Provider, you may be eligible to receive Benefits coverage from an Out-of-Network Provider if Prior Authorized by GHC-SCW. All Benefits to be paid are limited to Reasonable and Customary Fees and Charges, which may be less than the billed amount.

   b. **Out-of-Network Services and Benefits** means all services and benefits provided by an Out-of-Network Provider or received at an Out-of-Network Facility. Out-of-Network Benefits may be available if Medically Necessary services are not available from an In-Network Provider. All Out-of-Network Benefits must be Prior Authorized by GHC-SCW, except for Emergency Conditions.
Article I: Definitions

5. **Benefit Summary** means an outline of certain covered services provided by the policy but does not include all covered services or limitations. It includes such things as Copayments, Coinsurance, Deductibles, benefit limitations and plan maximums.

6. **Calendar Year** means the period of time from January 1 of any year through December 31 of the same year, inclusive.

7. **COBRA (Consolidated Omnibus Budget Reconciliation Act)** means a federal law that requires employers to offer continued health insurance coverage to certain employees and their beneficiaries who have had their Group health insurance coverage terminated.

8. **Coinsurance** means the percentage of covered health care cost for which the Member has a financial responsibility, according to a fixed percentage. The applicable Coinsurance amounts are specified in the Member’s Benefit Summary and/or in this Member Certificate.

8. **Complementary Medicine** includes forms of therapy used alone or in combination with standard/conventional medicine (sometimes referred to as allopathic or integrated medicine). Services or treatments include, but are not limited to: acupuncture, homeopathy, naturopathy, biofeedback, various types of manual therapy, various types of massage therapy and energy work, various types of stress reduction and mind/body medicine, various types of mindfulness therapy, various types of eastern practices, yoga, movement therapy, wellness classes, and lifestyle change classes.

9. **Confinement/Confined** means:
   a. the period of time between admission to and discharge from an inpatient or outpatient health care facility. The health care facility may include a Hospital, Long Term Acute Care Hospital (LTACH), Substance Use Disorder facility, Skilled Nursing Facility or licensed ambulatory surgical center.
   b. the time spent receiving Emergency Care for Illness or Injury in a Hospital. Hospital swing bed Confinement is considered the same as Confinement in a Skilled Nursing Facility. If the Member is transferred or discharged to another facility for continued treatment of the same or a related condition, it is one Confinement.

10. **Consulting Provider** means the In-Network Provider with whom the Member’s Primary Care Provider elects to consult regarding care, including but not limited to consultations about second opinions and developing an ongoing plan of care.

11. **Copayment** means a specified dollar amount for which the Member has a financial responsibility for paying when receiving treatment, services, or supplies. The applicable Copayment amounts are specified in the Member’s Benefit Summary.

13. **Coverage Month** means the monthly period of time commencing on the effective date of the Certificate and on the same date of each month thereafter.

14. **Covered Health Services** means the specific Benefits covered under this Certificate and the Group Service Agreement when covered services are:
a. Received in accordance with the procedures set forth in this Certificate and the Group Service Agreement;

b. Obtained while a Member is covered under this Certificate and the Group Service Agreement;

c. Ordered by a GHC-SCW Provider, an In-Network Provider or other properly licensed health care provider when Prior Authorized pursuant to the terms of this Certificate;

d. Medically Necessary; and

e. Prior Authorized, when required by GHC-SCW.

15. **Creditable Coverage** means coverage under any of the following: a group health plan; health insurance; part A or part B of title XVIII of the federal Social Security Act; Title XIX of the federal Social Security Act, except for coverage consisting solely of benefits under section 1928 of that act; Chapter 55 of title 10 of the United States Code; a medical care program of the Federal Indian Health Service or of an American Indian tribal organization; a state health benefits risk pool; a health plan offered under chapter 89 of title 5 of the United States Code; a public health plan, as defined in regulations issued by the federal government Department of Health and Human Services; or a health coverage plan under section 5(e) of the Federal Peace Corps Act. Creditable Coverage does not include coverage consisting solely of coverage of excepted benefits.

16. **Deductible** means a specified dollar amount which an individual Member or family must pay per year before benefits will be payable by GHC-SCW. Only charges that qualify as covered expenses may be used to satisfy the Deductible. The amount of the Deductible is listed on the Benefit Summary.

17. **Dependent** means a person having one of the following relationships to a Family Subscriber:

a. The spouse of a Family Subscriber when recognized as legally married to the Subscriber under both state and federal law. Coverage will be provided equally for both same-sex and opposite-sex married spouses; or

b. Any child of a Family Subscriber who is under 26 years of age. The term "child" means the Family Subscriber's or the spouse of the Family Subscriber's biological child, stepchild, child placed for adoption, legally adopted child or child under legal guardianship. Stepchild means the biological or legally adopted child of a Family Subscriber's spouse. Coverage for a child terminates on the date the Subscriber terminates parental rights and responsibilities for the child to another party.

i. A Dependent who turns 26 will lose coverage at the end of the month the Dependent turns 26.

ii. The child shall remain a dependent regardless of age, so long as he or she:

i. When initially called to federal active duty in the national guard or in a reserve component of the U.S. armed forces was:

a. Under the age of 27;

b. Attending on a full-time basis an institution of higher education when called to federal active duty;
c. Is not married;

d. Is not eligible for a plan or program of health insurance through gainful employment where the Dependent’s premium contribution would be less than the premium amount to provide coverage under the Subscriber’s policy; and

e. Is a full-time student, or must apply to an institution of higher education as a full-time student within 12 months from the date the adult child has fulfilled his or her active duty obligation.

ii. A child enrolled under this provision shall remain a dependent, regardless of age, until they lose full-time student status.

d. A child for whom the Subscriber or the Subscriber’s covered spouse has been appointed as legal guardian.

e. A member enrolled who loses student status due to a medically necessary leave of absence shall be able to remain covered for up to one year from the beginning of the medically necessary leave of absence, unless coverage would otherwise end according to the terms of this Certificate. The medically necessary leave of absence must be the result of a serious injury or illness.

f. If otherwise eligible, children who become incapable of self-support because of physical or mental disability that is expected to be of a long or indefinite duration may continue their Dependent status regardless of age or student status. Coverage under this section will continue as long as the Dependent remains incapable of self-support due to physical or mental disability. Written proof of disability will be required. GHC-SCW may require the Dependent be examined by an In-Network Provider for the purpose of determining incapacity. The subscriber must notify GHC-SCW as soon as reasonably possible in the event the disability or dependency ends.

g. The child of a Dependent child of the Family Subscriber (grandchild) until the Dependent child attains 18 years of age.

h. The child of a Family Subscriber required to be covered in accordance with a Qualified Medical Child Support Order. A "Qualified Medical Child Support Order" means any judgment, decree, or order, including an order approving a settlement agreement, issued by a court, which:

i. Provides for child support or for health benefit coverage for a child; or

ii. Creates or recognizes the child's right to receive benefits under a group health plan, but does not require the plan to provide any type or form of benefit not otherwise provided under this Certificate.

Such an order must include the name and address of the Family Subscriber, the name and address of the child to whom the order pertains, a reasonable description of the coverage to be provided to the child, the period to which the order applies and GHC-SCW as the provider of coverage to which the order applies.

18. **Due Date** means the day of the month on which Rates are due to be paid to GHC-SCW by the Group or Subscriber.
19. **Duplicate Service** means, if there is more than one medically established standard treatment approach available nationally and the approaches are relatively equivalent in terms of proven medical outcomes, a non-Medically Necessary request for coverage of more than one of the same medically established standard treatment approaches for identification or treatment of a Member’s illness, disease or injury.

20. **Eligible Classes** means the classes of employees or Group Members, determined upon conditions of active employment or Group membership, as set forth in the application for Group Service Agreement, who are eligible to apply for enrollment as Individual or Family Subscribers.

21. **Eligible Person(s)** means a person who is a member of one of the Eligible Classes, or who is otherwise qualified to receive the services of GHC-SCW.

22. **Eligible Employee** means an employee who works on a permanent basis and who has a work week of 30 or more hours, or a normal work week designated by the Group and approved by GHC-SCW and has completed any applicable waiting period. The term includes a sole proprietor, a business owner, including the owner of a farm business, a partner of a partnership, and a member of a limited liability company if the sole proprietor, business owner, partner or member is included as an employee under a health benefit plan of an employer. The term does not include an employee who works on a temporary or substitute basis.

23. **Embedded** means each individual Member has his/her own Deductible and Maximum Out-Of-Pocket (MOOP) for a Benefit plan. In addition, there is a shared family Deductible and Maximum Out-Of-Pocket (MOOP).

24. **Emergency Condition(s)** means a medical condition that, if a person does not seek medical attention for it, could result in death or serious injury. It means a condition that manifests itself by acute symptoms of sufficient severity, including severe pain, to lead a prudent layperson who possesses an average knowledge of health and medicine to reasonably conclude that a lack of immediate medical attention will likely result in any of the following: serious jeopardy to the person’s health or, with respect to a pregnant woman, serious jeopardy to the health of the woman or her unborn child; serious impairment to the person’s bodily functions; or serious dysfunction of one or more of the person’s body organs or parts. In the absence of a finding by the GHC-SCW Medical Director of justifying circumstances, obstetrical delivery of a child or children outside of the Service Area during or after the 9th month of pregnancy will not constitute an Emergency Condition.

25. **Enrollment Period** is that period of time established by GHC-SCW and the Group from time to time, but not less frequently than once in any 12 consecutive months, during which an Eligible Person who has not previously enrolled hereunder may enroll for coverage.

26. **ERISA** means the Employee Retirement Income Security Act of 1974, as amended. This law mandates certain reporting and disclosure requirements for group life and health plans.

27. **Essential Health Benefits** means health benefits under section 1302(b) of the Affordable Care Act. Such benefits shall include at least the following general categories of benefits:
   
   a. Ambulatory patient services;
   
   b. Emergency services;
   
   c. Hospitalization;
   
   d. Maternity and newborn care;
e. Mental health and substance use disorder services, including behavioral health treatment;

f. Prescription drugs;

g. Rehabilitative and habilitative services and devices;

h. Laboratory services;

i. Preventive and wellness services and chronic disease management; and

j. Pediatric services, including oral and vision care

28. **Experimental, Investigational or Unproven Services** means a health service, treatment, or supply used for an illness or injury which, at the time it is used, meets one or more of the following criteria:

a. is subject to approval by an appropriate governmental agency for the purpose it is being used for, such as, but not limited to the Food and Drug Administration (FDA), which has not granted that approval,

b. is not a commonly accepted medical practice in the American medical community,

c. is the subject of a written investigational or research protocol,

d. requires a written investigational or research protocol,

e. requires a written informed consent by a treating facility that makes reference to it being Experimental, Investigational, educational, for a research study, or posing an uncertain outcome, or having an unusual risk,

f. is the subject of an ongoing FDA Phase I, II, III clinical trial,

g. is undergoing review by an institutional review board,

h. lacks recognition and endorsement of nationally accepted medical panels,

i. does not have the positive endorsement of supporting medical literature published in an established, peer reviewed scientific journal,

j. has unacceptable failure rates and side effects or poses uncertain risks and outcomes,

k. is being used in place of other, more conventional and proven methods of treatment,

l. has been disapproved by the GHC-SCW Technology Assessment Committee,

m. reliable evidence shows that the consensus of opinion among experts regarding the treatment, procedure, device, drug or medicine is that further studies or clinical treatments are necessary to determine its maximum tolerated dose, toxicity, safety, efficacy or efficacy as compared with standard means of treatment or diagnosis. "Reliable evidence" shall include anything determined to be such by GHC-SCW, within the exercise of its discretion, and may include published reports and articles in the medical and scientific literature generally considered to be authoritative by the national medical professional community, the written protocol(s) used by the treating facility or the protocol(s) of another facility studying substantially the same treatment, procedure, device, drug or medicine; or the written informed consent used by the
treat by another facility studying substantially the same treatment, procedure, device, drug or medicine.

These criteria do not apply to services described in the 2005 Wisconsin Act 194 regarding Cancer Clinical Trials, or clinical trials related to cardiovascular disease; surgical musculoskeletal disorders of the spine, hip or knees; or other diseases for which a clinical trial meets the criteria for a qualifying clinical trial. GHC-SCW does not exclude coverage for the cost of any routine patient care that is administered to a Member in a Cancer Clinical Trial. All Cancer Clinical Trials services require written Prior Authorization from the GHC-SCW Care Management Department, and each case will be reviewed on a case by case basis.

As described in Wisconsin Act 194 regarding Cancer Clinical, these services may include:

n. all health care services, items, and drugs (provided outpatient prescription drugs are covered under this plan) for the treatment of cancer, and

o. all health care services, items, and drugs that are typically provided in health care; including health care services, items and drugs provided to a patient during the course of treatment in a cancer clinical trial for a condition or any of its complications; and that are consistent with the usual and customary standard of care, including the type and frequency of any diagnostic modality.

The mandated coverage for Cancer Clinical Trials is subject to all the terms, conditions, restrictions, exclusions and limitations that apply to any other coverage under this Benefit plan, including the treatment coverage provided under the plan, or contract of services performed by In-Network Providers and Out-of-Network Providers.

The above criteria does not apply to services for approved clinical trials provided for the treatment of life-threatening diseases or conditions, as required under the Affordable Care Act (ACA). All clinical trial services require written Prior Authorization from the GHC-SCW Care Management Department, and each case will be reviewed on a case by case basis. The cost(s) of routine patient care associated with a Member’s participation in clinical trial for treatment of a life-threatening disease or condition is covered under this section, except for the following cost(s):

p. The cost of the investigational item, device, or service;

q. The cost of items and services provided solely to satisfy data collection and analysis needs that are not used in direct clinical management or care; or

r. The cost for a service that is clearly inconsistent with widely accepted and established standards of care for a Member’s particular diagnosis.

For clinical trials for life-threatening diseases or conditions, approved clinical trials will include a Phase I, Phase II, Phase III, or Phase IV, clinical trial that is conducted in relation to the prevention, detection, or treatment of a life-threatening disease or condition, and is one of the following:

s. A federally funded or approved trial;

t. A clinical trial conducted under FDA (U.S. Food and Drug Administration) investigational new drug application; or,

u. A drug trial that is exempt from the requirement of an FDA investigational new drug application.
Coverage for clinical trials for life-threatening diseases or conditions is subject to all of the terms, conditions, restrictions, exclusions and limitations that apply to any other covered benefit under this Benefit plan, including the treatment coverage provided under the plan, or contract of services performed by In-Network Providers and Out-of-Network Providers.

29. **Formulary** means a list of drugs and certain medical devices currently covered under the Outpatient Prescription Drugs benefit in this Certificate. Non-prescription (over-the-counter) drugs listed on the Formulary are only covered if prescribed by a participating health care Provider.

30. **Gestational Carrier** means a woman who receives a transfer of an embryo created by an egg and sperm from either the intended parents or a donor(s). A gestational carrier shares no genetic material with the child with which she is impregnated.

31. **GHC-SCW Clinic** means a clinic owned and operated by GHC-SCW for the purpose of providing Benefits to Members.

32. **GHC-SCW Provider** means a Provider who is employed by GHC-SCW and is qualified to provide one or more of the Benefits described in Article V of this Certificate. A contracted Provider who is not employed by GHC-SCW but provides services in a GHC-SCW Clinic is included in the definition of a GHC-SCW Provider.

33. **Grievance** means any dissatisfaction with the administration, claims practices or provision of services by GHC-SCW which is expressed in writing by or on behalf of a Member.

34. **Group** means an organization that has entered into a Group Service Agreement on behalf of a group of Subscribers and their Dependents.

35. **Group Service Agreement (GSA)** means the agreement that GHC-SCW issued to the employer, trustee, union, association, organization or other entity known as the policyholder.

36. **High Deductible Health Plan** is a health plan that satisfies certain requirements with respect to minimum deductibles and Maximum Out-of-Pocket (MOOP) limits set annually by the Internal Revenue Service.

37. **Hospital(s)** means an institution which is licensed as a Hospital providing 24-hour continuous service to patients confined therein; which is primarily engaged in providing diagnostic and therapeutic facilities for the surgical and medical diagnosis, treatment, and care of sick and injured persons by and under the supervision of a professional staff of duly licensed Providers; which provides general and specialty Hospital facilities; and which is not a place for rest, for the aged, or a nursing home.

38. **Immediate Family Member** means the spouse of the Member; the Dependents, parents, grandparents, brothers and sisters of the Member and their spouses.

39. **Independent Review Organization (IRO)** means an organization not affiliated with GHC-SCW that is certified by the Commissioner of Insurance to offer clinical expertise, confidential and unbiased decision-making regarding GHC-SCW’s Adverse Determinations based on Medical Necessity and/or Experimental, Investigational, or Unproven Services.

40. **Individual Effective Date** means the date on which the coverage of the Member becomes effective under the terms and conditions of this Certificate.

41. **Intermittent Care** means skilled nursing care that is provided or needed either:
a. Fewer than seven days each week; or

b. Fewer than eight hours each day for periods of 21 days or less.

42. **In-Network Facility** means a clinic or complex of Providers’ offices and related Outpatient diagnostic and therapeutic facilities who has entered into an agreement with GHC-SCW for the purpose of providing Benefits to Members. A GHC-SCW Clinic is included in the definition of In-Network Facility.

43. **In-Network Provider** means a Provider who has entered into an agreement with GHC-SCW and is qualified to provide one or more In-Network Benefits described in Article V of the Certificate; or any individual, organization or entity pre-approved by the GHC-SCW Medical Director to deliver In-Network Benefits. A GHC-SCW Provider is included in the definition of In-Network Provider.

44. **Large Employer Group** are employers that employ an average of at least 51 full-time employees and full-time equivalents on business days during the preceding calendar year, or, is reasonably expected to employ an average of at least 51 full-time employees and full-time equivalents during the current Calendar Year if the employer was not in existence during the preceding Calendar Year. The precise method for calculating full-time equivalents can be found in § 4980H of the Internal Revenue Code.

45. **Late Enrollee** means an Eligible Employee, or Dependent of an Eligible Employee, who does not request coverage under a policy during an Enrollment Period in which the individual is entitled to enroll in the policy, and who subsequently requests coverage under the policy.

46. **Life-Threatening Disease or Condition** means:
   a. Diseases or conditions where the likelihood of death is high, unless the disease is interrupted; and
   b. Diseases or conditions with potentially fatal outcomes, where the endpoint of clinical trial analysis is survival.

47. **LSHO** is a Limited Service Health Organization.

48. **Managed Health Care Plan** means one or more products that integrate financing and management with the delivery of health care services to an enrolled population. A group of Providers and other health care providers work together to give Members health care services.

49. **Maximum Out-of-Pocket (MOOP)** means the maximum amount of Copayments, Coinsurance and/or Deductibles a Member or a family pays every year. Once the Maximum Out-of-Pocket for covered health services is reached, covered health services are payable at 100%. Please review the Benefit Summary along with this Certificate for information on covered health services Copayments, Coinsurance and Deductibles that are applied to the Maximum Out-of-Pocket.

   The following items do not apply to the Maximum Out-of-Pocket:
   a. Any charges for non-covered health services,
   b. Charges that exceed eligible expenses,
   c. Any Copayments, Coinsurance, Deductibles or cost-sharing for services that specifically do not apply to the Maximum Out-of-Pocket.
50. **Medicaid** means a federal program administered and operated individually by participating state and territorial governments that provide medical benefits to eligible low-income persons needing health care. The costs of the program are shared by the federal and state governments.

51. **Medical Foods** means Enteral or specialized nutritional support formulas.

52. **Medical Necessity/Medically Necessary** means a service, treatment, procedure, equipment, drug, device or supply provided by a Hospital, Provider or other health care Provider that is required to identify or treat a Member’s illness, disease or injury and which is, as determined by the GHC-SCW Medical Director:

   a. consistent with the symptom(s) or diagnosis and treatment of the Member’s illness, disease or injury;

   b. appropriate under the standards of acceptable medical practice to treat that illness, disease or injury;

   c. not solely for the convenience of the Member, Provider, Hospital or other health care Provider; and

   d. the most appropriate service, treatment, procedure, equipment, drug, device or supply which can be safely provided to the Member and accomplishes the desired end result in the most economical manner. This means if there is more than one medically established standard treatment approach available nationally, and these approaches are relatively equivalent in terms of proven medical outcomes, GHC-SCW will make the determination on the selected approach to be covered.

53. **Medicare** means the health insurance benefits for the Aged and Disabled program established by the Social Security Amendments of 1965, as now or hereafter amended.

54. **Member** means any Subscriber or enrolled Dependent, as defined herein.

55. **Member Certificate (Certificate)** means a Certificate, issued to you, the Subscriber, by GHC-SCW, setting forth the Benefits and essential terms and conditions affecting eligibility, coverage conditions and termination of coverage.

56. **Mental Health Services** means Medically Necessary nonresidential treatments, therapies, procedures, or services provided by a qualified In-Network Provider for the treatment of conditions classified as a mental health disorder by the current Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association.

57. **Non-embedded** (may also be referred to as **Aggregate**) means every Member on your Benefit plan shares one Deductible and one Maximum Out-Of-Pocket (MOOP).

58. **Obstetrical Services** means medical services dealing with the care of women during pregnancy, childbirth and the recuperative period following delivery. Obstetrical services do not include those medical services provided to any newborn child(ren).

59. **Out-of-Area Service** means any service provided to Members outside of GHC-SCW’s network Service Area.
60. **Out-of-Network Facility** means any clinic or complex of Providers’ offices and related Outpatient diagnostic and therapeutic facilities who has not entered into an agreement with GHC-SCW for the purpose of providing Benefits to Members.

61. **Out-of-Network Provider** means any health care Provider who has not entered into an agreement with GHC-SCW to provide services to GHC-SCW Members.

62. **Outpatient** means that the Member is not a bed patient in a Hospital, Skilled Nursing Facility, or other institution of medical or health care at the time services are rendered.

63. **Outpatient Habilitation Services** means Medically Necessary health care services that assist an individual in partially or fully acquiring or improving skills and functioning for daily living and that are necessary to address a health condition to the extent possible for daily living. Examples include therapy for a child who is not walking or talking at the expected age.

64. **Outpatient Rehabilitation Therapies** means short-term Medically Necessary outpatient health care services for the treatment of a condition which is the result of illness or injury, and which is subject to significant improvement within a reasonable amount of time determined by the GHC-SCW Medical Director with advice from the Member’s therapist.

65. **Participating Pharmacy.** Participating Pharmacies vary based on the provider network Members choose when enrolling at GHC-SCW.

66. **Placement for Adoption** means, with respect to the Placement for Adoption of a child with a person, the assumption and retention by the person of a legal obligation for the total or partial support of the child in anticipation of the adoption of the child. A child’s Placement for Adoption with a person terminates upon the termination of the person’s legal obligation for support.

67. **Plan Year** means a consecutive 12-month period during which a group receives coverage for health benefits from GHC-SCW. A Plan Year may align with a Calendar Year or otherwise.

68. **Premium.** See the definition of Rate.

69. **Preventive Health Services** means services provided in a primary care setting by an In-Network Provider, which are preventive health procedures as deemed appropriate by the United States Preventive Services Task Force (USPSTF) or services provided by an In-Network Provider, which meet specific GHC-SCW medical criteria with respect to the age, sex, and health status of the Member. Services and/or testing for ongoing diagnosis and treatment of a condition are not preventive services.

70. **Primary Care Provider(s)** means a GHC-SCW physician, a nurse practitioner or a physician’s assistant employed, contracted or engaged by GHC-SCW to provide a Benefit to Members.

71. **Prior Authorization** means the advance authorization, with appropriate documentation, by the GHC-SCW Medical Director or his/her designee for specific medical services or treatment.

72. **Provider** means a person holding an unrestricted license to practice medicine and surgery under the Wisconsin Statutes or under a statute of the state in which he or she practices, and holding a degree of:

   a. Medical Doctor (M.D.);

   b. Doctor of Podiatric Medicine (D.P.M.);
c. Doctor of Chiropractic (D.C.);
d. Doctor of Optometry (O.D.);
e. Optician;
f. Registered Physical Therapist (R.P.T.);
g. Psychologist (Ph.D.; Ed.D.; Psy.D.);
h. Speech Therapist;
i. Occupational Therapist;
j. Registered Respiratory Therapist;
k. Anesthesiologist;
l. Osteopath (D.O.);
m. Doctor of Dental Surgery (D.D.S.) or Doctor of Dental Medicine (D.M.D.);
n. Certified Nurse Midwife (C.N.M.);
o. Certified Registered Nurse Anesthetist (C.R.N.A.);
p. Licensed Clinical Social Worker (L.C.S.W.);
q. Master of Social Work (M.S.W.);
r. Physician’s Assistant (PA-C);
s. Registered Dietitian;
t. Nurse Practitioner (N.P.);
u. Audiologist;
v. Physical Therapy Assistant (PTA);
w. Diabetes Nurse Educator;
x. Tobacco Cessation Counselor; or
y. Asthma Educator
z. Autism Qualified Providers, to include Supervising Provider(s), Qualified Therapist(s), Qualified Professional(s) and Paraprofessional(s).

73. **Provider’s Services** means services rendered by a Provider and billed for by the Provider rendering and regularly charging for such services.

74. **Rate(s)** means the monthly amount of money charged by GHC-SCW for Benefits under the Group Service Agreement or this Certificate, whether or not any such Benefits are actually required by or received by the Member in any month. Rates are payable by the Group or Subscriber to GHC-SCW.
75. **Reasonable and Customary Fees and Charges** means the fees of professional Providers of care and other Providers of services or items which, as determined by GHC-SCW neither:

a. exceed the rate, fee, or cost usually charged by the professional or other Provider for such services or items; nor

b. exceed the general level of rates, fees, or costs for similar services or items charged by others within the community where rendered or provided. In determining whether fees and charges are Reasonable and Customary, GHC-SCW will give consideration to the nature and severity of the condition being treated and any medical complications or unusual circumstances which require additional time, skill, or experience.

76. **Referral** is an order from your Primary Care Provider to receive care outside of an In-Network Clinic or through a specialty care Provider. When you visit your Primary Care Provider, he or she may determine that a referral to another specialty care Provider is necessary. After receiving a referral, a Member may still need to obtain Prior Authorization from the GHC-SCW Care Management Department in order for the service to be covered.

77. **Renewal Date** means the date each year when Benefits and/or Rates may be adjusted for a future contract year. The Renewal Date is usually the same as the Group’s contract anniversary date.

78. **Rescission** is a cancellation or discontinuance of coverage that has a retroactive effect. However, a cancellation or discontinuance of coverage is not a rescission if:

a. The cancellation or discontinuance of coverage has only a prospective effect; or

b. The cancellation or discontinuance of coverage is effective retroactively to the extent it is attributable to a failure to timely pay required Premiums or contributions towards the cost of coverage.

79. **Service Area** means a Member works for a business located in Dane County, Sauk County, and Columbia County in the state of Wisconsin. A Member is eligible for coverage if their residence is located in the service area or one of the following counties: Adams, Dodge, Green, Iowa, Jefferson, Juneau, Lafayette, Marquette, Richland, Rock, and Vernon counties.

80. **Skilled Nursing Facility** means a convalescent or chronic disease facility that:

a. Is operated pursuant to law; and

b. Is primarily engaged in providing, in addition to room and board accommodations, skilled nursing care under the supervision of a duly licensed physician; and

c. Provides continuous, 24-hours a day nursing service by or under the supervision of a registered graduate professional nurse (RN); and

d. Maintains a daily medical record of each patient.

Facilities providing services primarily for domiciliary or custodial care do not meet our definition of a Skilled Nursing Facility.
81. **Specialty Drugs** are those drugs designated as “Specialty” by the GHC-SCW Technology Assessment Committee (TAC). Please refer to [www.ghcscw.com](http://www.ghcscw.com) or contact GHC-SCW Member Services at (608) 828-4853 or (800) 605-4327, ext. 4504 for a current listing of Specialty Drugs.

82. **Subscriber** means the Eligible Person:
   a. who has applied for coverage; and
   b. whose Subscriber Application or enrollment form has been received and accepted by GHC-SCW; and
   c. for whom we have received the initial premium rate; and
   d. to whom a Member Certificate has been issued by GHC-SCW; and
   e. whose coverage is in force by the terms of the Group Service Agreement or this Certificate.

A Subscriber may be:
   f. An **Individual Subscriber**, who is a person enrolled for himself or herself alone and on whose behalf the appropriate Rates are paid; or
   g. A **Family Subscriber**, who is a person enrolled for himself or herself and one or more Dependents, and on whose behalf the appropriate Premium Rates are paid.

To be eligible to enroll as a Subscriber, a person must:
   h. be in the active employment of the Group, which is hereby defined as excluding persons who are retired, laid off, on leave of absence other than a leave pursuant to the Federal Family and Medical Leave Act, on active military duty or terminated at the time of the open enrollment; and
   i. be entitled on his or her own behalf to participate in the medical and Hospital care Benefits arranged by the Group; and
   j. reside in the Service Area for at least 75% of the days in any 12 month period;
   k. must reside in the United States legally.

83. **Subscriber Application** or enrollment form is the application for enrollment under the Group Service Agreement or this Member Certificate, which is completed by the Eligible Employee.

84. **Substance Use Disorder Services** means Medically Necessary treatments, therapies, procedures, or services provided by a qualified In-Network Provider for the treatment of conditions classified as substance use disorders by the current Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association.

85. **Supportive Care** means continuing treatment or care for a chronic condition after the patient has reached maximum therapeutic benefit(s) of care. Supportive care is usually provided on a routine or regular basis. This type of treatment is also known as maintenance or long-term therapy or care.

86. **Total Disability/Totally Disabled** means a Member is unable, because of illness or injury, to perform any duties of his/her occupation for either wage or profit. If the Member is a Dependent or does not currently have a regular occupation, this means the Member’s inability, because of illness or injury, to
engage in the normal activities of a person of the same age and sex. The Totally Disabled Member must be under the regular care of a Provider. The GHC-SCW Medical Director will make the determination as to whether or not a Member is Totally Disabled.

87. **Traditional Surrogate** means a woman whose own egg is fertilized using donor sperm or the intended parent’s sperm. A traditional surrogate contributes half of the genetic material to the child with which she is impregnated.

88. **Urgent Condition** means the rapid onset of symptoms of an illness or injury which requires medical care but is not life-threatening. Within the Service Area, treatment for an Urgent Condition must be obtained from an In-Network Provider. When outside the Service Area and care cannot be safely delayed until returning to the Service Area, treatment for an Urgent Condition should be obtained from the nearest medical facility. It is recommended the Member contact GHC-SCW prior to seeking out-of-area care for an urgent condition.

89. **Virtuwell** is a contracted vendor enabling a GHC-SCW Member to electronically communicate with a Virtuwell Provider regarding a non-emergency health care concern. For certain symptoms, a Member can answer a series of questions. These answers, along with a Member’s medical record information, give a Provider the information needed to treat the Member.

90. **Waiting Period** means the period of time specified in the Application for Group Service Agreement, if any, an Eligible Employee must wait after the date of hire before coverage under this Member Certificate becomes effective.

91. **You/Your** means a Member enrolled under a policy with Group Health Cooperative of South Central Wisconsin
ARTICLE II: COVERAGE

A. Subscriber Coverage

1. Eligibility. A Subscriber who enrolls within 31 days after first becoming eligible or during an enrollment period.

2. Enrollment and Effective Date

   a. Large Employer Group Enrollment Period

      i. An Enrollment Period is that period of time established by GHC-SCW and the Group from time to time, but not less frequently than once in any 12 consecutive months, during which an Eligible Person who has not previously enrolled may enroll for coverage. An employer group’s annual open enrollment period will occur at least 30 days prior to the termination of the group’s current contract.

      ii. Enrollment is available for Eligible Persons who are considered Eligible Employees in accordance with Wisconsin Statutes and Federal health care reform regulations regarding Large Employer Groups, with respect to Calendar Year and Plan Year.

   b. New Entrant Enrollment

      A new entrant is entitled to an Enrollment Period during which he or she is entitled to enroll in coverage under the policy. GHC-SCW shall provide an Enrollment Period under a policy of at least 31 days from the date the new entrant is notified of the opportunity to enroll. If GHC-SCW offers more than one health Benefit plan to the employer group in the initial Enrollment Period under Wis. Ins. 8.59(3), and if that employer group is a large employer, then GHC-SCW shall offer the new entrant the same choice of health Benefit plans during the new entrant’s Enrollment Period.

      A new entrant means an Eligible Employee in a Large Employer Group as defined above or the Dependent of an Eligible Employee in a Large Employer Group as defined above who:

      i. Becomes part of an employer group on or after commencement of an initial Enrollment period; or

      ii. Is a spouse, minor or Dependent under a covered employee’s policy who a court orders be covered under the policy and who requests enrollment 31 days from issuance of the court order.

   c. Late Enrollee

      A Late Enrollee means an Eligible Employee, or Dependent of an Eligible Employee, who does not request coverage under a policy during an Enrollment Period in which the individual was entitled to enroll in the policy, and who subsequently requests coverage under the policy, regardless of whether the Enrollment Period was held prior to, on or after the law’s effective date. A late enrollee does not include an individual who is a new entrant as set forth in this Article II.
A late enrollee/entrant/applicant is an Eligible Employee who requests coverage 31 days or more after a qualifying event, and:

i. did not enroll for coverage during an Enrollment Period (when initially eligible as a new entrant or during annual open Enrollment Period).

ii. did not have a “special” enrollment period due to a qualifying event (marriage, birth, adoption or Placement for Adoption, loss of other creditable coverage).

iii. did not enroll timely (e.g. 31 days from a qualifying event/eligibility date).

iv. did not enroll timely (e.g. within 60 days after losing coverage through Medicaid or Children’s Health Insurance Program (CHIP))

A late enrollee’s application will be denied and the late enrollee must re-apply for coverage during the employer group’s annual open enrollment period.

b. Coverage hereunder becomes effective at 12:01am Central Standard Time as determined by your Subscriber Application, under the provisions of the Group Service Agreement

B. Dependent Coverage

1. See Article I: Definitions for the definition of an eligible Dependent.

2. Enrollment and Effective Date

   a. A Subscriber may add eligible Dependents by completing a Subscriber Application and by listing his or her Dependents for enrollment thereon,

      i. within 30 days of marriage, or

      ii. within 30 days of birth, or placement of a child for adoption, or adoption, or by providing to GHC-SCW a Qualified Medical Child Support Order requiring enrollment of a Dependent; or

      iii. within 60 days after losing coverage through Medicaid or Children’s Health Insurance Plan (CHIP).

   b. Special enrollment period: For individuals who become Dependents by marriage, birth or adoption. At that time, the employee or spouse may also elect coverage if not already covered.

      Any Dependent of a Subscriber may be enrolled pursuant to any court order, including a Qualified Medical Child Support Order, at any time without submission of any evidence of good health and upon payment of the additional Premium, if any.

3. Newborn Coverage

   a. Newborn children of a Subscriber shall be covered from the moment of birth, if otherwise eligible, provided the Subscriber notifies GHC-SCW in writing within 60 days of the birth of the child and makes payment of the additional Premium, if any. If a newborn child is not enrolled by a Subscriber within 60 days of birth, such newborn child of a Subscriber may be enrolled within
one year of the birth of the child, retroactive to the child’s birth, provided the Subscriber makes all past-due Premium payments plus interest on such payments at the rate of 5 1/2% per year.

4. **Adopted Children**
   a. Legally adopted children are covered from the date that a court makes a final order granting adoption of the child or on the date that the child is placed for adoption with the Subscriber, whichever occurs first. The Subscriber must notify GHC-SCW within 60 days after coverage is required to begin and must pay any required Premiums to provide coverage for the adopted child.

   When a child is born to parents who are not married to each other and the father is a Subscriber, he cannot claim the child as a Dependent until a court has determined paternity, a Qualified Medical Child Support Order has been entered, a statement of paternity has been filed with the Wisconsin Department of Health and Family Services (DHFS), or he is named on the birth certificate as the legal father.

5. **Legal Guardianship**
   a. The Subscriber must notify GHC-SCW within 60 days after coverage is required to begin and must pay any required Premiums to provide coverage for the new Dependent.

C. **Qualifying Events**

1. An employee who is not enrolled but who is eligible for coverage under the terms of this Group health plan, or a participant’s or employee’s Dependent who is not enrolled but who is eligible for coverage under the terms of this Group health plan, may enroll if all of the following apply:
   a. The employee or Dependent was covered under a group health plan or had health insurance coverage at the time coverage was previously offered to the employee or Dependent; and
   b. The employee or participant stated in writing at the time coverage was previously offered that coverage under a group health plan or health insurance coverage was the reason for declining enrollment under this Group health plan; and
   c. The employee or Dependent is currently covered by this Group health plan or requests enrollment 31 days of the date on which the coverage under par. (a) or (b) is exhausted or terminated.

D. **Termination of Coverage**

1. **Termination under the Group Service Agreement**
   a. The Group shall be notified 60 days prior to the non-renewal of the Group Service Agreement; it is the responsibility of the Group to inform each Subscriber of the date that coverage terminates. In cases of non-renewal due to cancellation of an entire class of business, the Group shall be notified at least 90 days before the date on which the coverage will be discontinued.
   b. The coverage of any Member shall terminate at 12:01 a.m. Central Standard Time on:
i. The date of termination of the Group Service Agreement; or

ii. The first day of the next Coverage Month following the month during which the Member ceases to qualify as an Eligible Person of a Group or as a Dependent, as the case may be; or

iii. The first day of the next Coverage Month following the month during which the Member, or Group on behalf of the Member, provides written notification to GHC-SCW to terminate coverage; or

iv. In the case of involuntary disenrollment, on the date specified by GHC-SCW.

c. The coverage of a Subscriber’s Dependent spouse shall terminate at 12:01 a.m. Central Standard Time on the first day of the next Coverage Month following the date the Dependent spouse is no longer married to the Subscriber due to divorce or annulment unless specified otherwise in the Group Service Agreement.

2. **Termination of Coverage – Hospital Confinement**

A Member confined in an inpatient Hospital/facility or Skilled Nursing Facility on the date coverage ends shall be entitled to have Benefits hereunder continued only for the condition that initiated the Hospital Confinement and only for those inpatient Hospital services related to that condition, until that time he or she is released from the inpatient Hospital/facility or Skilled Nursing Facility for that specific Confinement, subject to the terms, conditions, and limitations of such care as set forth in this Certificate.

Coverage will not be extended beyond the date on which:

a. Confinement ends;

b. The Benefit period specified in the policy ends;

c. The maximum Benefit available is exhausted; or

d. 90 consecutive days pass since the Member’s coverage ends.

3. **Termination of Policy – Total Disability**

If GHC-SCW terminates coverage under this Certificate for any reason other than failure to pay required Premiums for all Members of the Group and a Member is Totally Disabled on the date of termination, Benefits related to the disabling condition will continue until the earliest date of which:

a. the Member’s Primary Care Provider certifies that he/she is no longer Totally Disabled;

b. the end of the 12 consecutive months immediately following the date of termination of Group Service Agreement;

c. the Benefit period specified in the policy ends;

d. the maximum Benefit available is exhausted; or

e. similar coverage is provided under another group health policy for the condition(s) causing the Total Disability.
Extended coverage does not apply to dental or uncomplicated pregnancy expenses or a condition other than the condition(s) causing Total Disability.

4. **Conversion Right.** Group Subscribers and Dependents who remain within Dane County, Wisconsin, and who become ineligible for Group coverage have the right to convert to an individual direct-pay conversion plan within 31 days after Group coverage terminates.

**E. Disenrollment from the Plan**

1. **Involuntary Disenrollment.** Any Member may be involuntarily disenrolled for the following reasons:
   
a. The Member, or Group on behalf of the Member, has failed to pay required Premiums by the end of the grace period.

   b. The Member has allowed a non-Member to use the GHC-SCW identification card to obtain services or has knowingly provided fraudulent information in applying for coverage.

   c. The Member has moved outside of the Service Area. This does not include student Dependents who attend school outside the Service Area, but coverage for such Dependents while outside of the Service Area is limited to the Out-of-Area Care Benefits described in Article V. A Member disenrolled under this provision may continue coverage until the end of the month in which the Member moved outside of the service area.

   d. The Member is unable to establish or maintain a satisfactory Provider-patient relationship with the Provider responsible for the Member's care. Disenrollment of a Member for this reason shall be permitted only if GHC-SCW can demonstrate that:

   i. it provided the Member with the opportunity to select an alternate Primary Care Provider;

   ii. made a reasonable effort to assist the Member in establishing a satisfactory Provider-patient relationship; and

   iii. informed the Member that he or she may file a Grievance on the matter.

   In the event GHC-SCW shall disenroll a Member for any reason, other than failure to pay required Premium, coverage shall be continued until the Member has the opportunity to obtain replacement coverage as required by law and the Wisconsin Administrative Code.

   Any person involuntarily disenrolled has the right to appeal through the GHC-SCW Grievance process, as described in Article IV.

2. **Clerical Errors.** No clerical error made by the Group or by GHC-SCW shall invalidate the coverage of a Member otherwise validly in force, nor continue coverage otherwise validly terminated.

**G. COBRA/Continuation/USERRA**

COBRA, Wisconsin continuation and/or USERRA (applicable to certain employees who are absent due to service in the uniformed service) requirements outline certain "qualifying events" that allow "qualified beneficiaries" to continue coverage in a Group’s health plan for a specified time period. The employer is responsible for notifying an employee and/or Dependent of his or her right to continue in the Group health plan. This written notification must be made in a timely basis in accordance with the applicable COBRA, Wisconsin continuation or USERRA requirements.
law. An eligible individual has a specified number of days to elect continuation coverage. Once continuation is elected, the individual must pay the health plan Rate retroactively to the date Group coverage ceased. Continuation is not available to any employee who is or becomes covered under another group's health plan, provided the other group's health plan does not limit or exclude coverage for a present pre-existing condition, except for employees under USERRA who are covered by federal health insurance while in the uniformed service. Any Benefit or Rate changes made to the Group's health plan will also be effective on the same date for individuals with COBRA, Wisconsin continuation and/or USERRA coverage.
ARTICLE III: GENERAL PROVISIONS

A. Rights of Subrogation and Reimbursement

When used in this section the term “Expenses” shall mean the costs of all medical, surgical and Hospital care furnished to a Member and provided, arranged or paid by GHC-SCW, computed on the basis of usual, customary and reasonable fees charged by health care Providers of such services. If any Member is injured by an act or omission of a Third Party, and if such Third Party and/or any other entity, including but not limited to any liability insurer, health and accident, motor vehicle or property medical payments insurer, uninsured/underinsured motorist, school and/or no fault insurer(s) (each referred to hereafter as a “Third Party”) is subsequently determined to be liable and/or contractually responsible for the Expenses incurred because of such act or omission, GHC-SCW will be subrogated to, and may enforce the rights of the Member against the Third Party for such Expenses.

GHC-SCW shall have the right to subrogate against a Third Party or seek reimbursement from a Member for the full amount of usual, customary and reasonable Expenses necessarily incurred by the Member and related to injuries caused by a Third Party, less any percentage of causal negligence reasonably attributable to the Member. In paying Expenses for the Member, GHC-SCW may obtain discounts from health care Providers, compensate Providers on a capitated basis or enter into other arrangements under which GHC-SCW may pay less than the reasonable value of the Expenses provided to the Member. Regardless of any such arrangement, when GHC-SCW pays such Expenses it is subrogated to the Member’s rights to recover the reasonable value of the Expenses even if the reasonable value of the Expenses exceeds the amount paid by GHC-SCW.

In addition to and notwithstanding the subrogation rights granted to GHC-SCW, by becoming a Member of GHC-SCW and/or accepting Benefits or the provision of health care services by GHC-SCW, including payment for Expenses, each Member does hereby assign and shall be deemed to have assigned to GHC-SCW all rights and claims against any Third Party for such Expenses, including the right to compromise claims independently of the Member.

These Subrogation and Reimbursement rights granted to GHC-SCW shall not apply until such time as the Member has been “made whole”. The Member is made whole if a claim results in payment to the Member, by way of settlement, compromise or judgment of an amount less than the combined total of any available Third Party payments, including liability, uninsured or underinsured motorist policy proceeds. In the event of the settlement or compromise of a disputed claim, the Member is made whole when a claim results in payment for less than the total available Third Party proceeds after reducing the Member’s total damages to account for any contributory negligence attributable to Member. GHC-SCW and the Member each have a right to a hearing by a trial judge if there is a dispute as to the amount of contributory negligence reasonably attributable to the Member.

If GHC-SCW compromises a claim for expenses against a Third Party liable and/or responsible for any Expenses, then the Member shall be deemed to have released any claim he or she may have against the Third Party for the expenses. No Member shall settle, compromise, or release a claim for expenses against a Third Party, unless:

1. The rights of GHC-SCW are expressly reserved in the settlement, compromise or release; or
2. The claim of GHC-SCW is paid in full; or
3. GHC-SCW has given a written waiver of the claim after being provided written notice of the claim.
Article III: General Provisions

Each Member shall execute such forms as GHC-SCW deems necessary or appropriate, to permit GHC-SCW to enforce these Subrogation and Reimbursement rights. The Member, his/her relatives, heirs, and/or assignees shall notify GHC-SCW in writing within 31 days after the commencement of any legal proceeding against a Third Party related to the payment of the expenses, and will join GHC-SCW as a party in such proceeding in order for GHC-SCW to pursue its rights of Subrogation and Reimbursement. The Member shall not enter into any settlement, compromise, agreed judgment, or release of claims against such a Third Party without the prior written consent of GHC-SCW. The Member and GHC-SCW shall each have the right to participate or intervene in any legal proceeding against a Third Party at their own expense.

GHC-SCW and the Member shall each have the right to be represented by their own counsel in any lawsuit or to enforce any claim with regard to the Expenses, and the Expenses due GHC-SCW shall not be reduced in order to pay the Member’s attorneys’ fees or court costs, regardless of whether or not a lawsuit is filed, and regardless in whether or not the Member prevails. GHC-SCW and the Member shall be bound by the result of a legal proceeding of which they had notice and in which they had an opportunity to participate, including a judgment or settlement that terminates the claims of GHC-SCW or the Member without payment.

By becoming a Member of GHC-SCW and/or accepting medical Benefits from GHC-SCW, the Member shall be deemed to have granted GHC-SCW a first lien and security interest up to the reasonable cash value of the expenses upon any award, settlement or judgment the Member may receive, and the Member shall be deemed to have assigned said award, settlement or judgment to GHC-SCW up to the amount of the Expenses, and any funds received by the Member shall be held in trust by the Member and/or his/her attorney or other representative and paid to GHC-SCW without any deductions for attorneys’ fees or other costs.

B. Coordination of Benefits

1. Definitions. For purpose of this Section B.

   a. Allowable Expense shall mean a necessary, reasonable and customary item of expense for health care, when the item of expense is covered at least in part by one or more plans covering the person for whom the claim is made. When a plan provides Benefits in the form of services, the reasonable cash value of each service rendered shall be considered both an Allowable Expense and a Benefit paid.

   b. Claim Determination Period shall mean the Plan Year. It is the time over which Allowable Expenses are compared with total Benefits payable in the absence of a coordination of Benefits provision to determine whether over insurance exists and how much each plan will pay or provide.

2. Where Other Plan Has No Provision. The Benefits of a health Benefit plan or insurance policy which does not have a coordination of Benefits provision shall in all cases be determined and exhausted before the Benefits provided or payable under this Certificate.

3. Where Other Plan Does Have Provision. Benefits to which a Member is entitled under this Certificate may also be covered under another health Benefit plan or insurance policy. If so, the Benefits provided or payable hereunder shall be reduced to the extent that Benefits are available to such Member under such other plan or policy whether or not a claim is made for the same. In such cases, the following rules shall establish the order of Benefit determination:

   a. The Benefits of the plan which cover such Member other than as a Dependent will be determined before the Benefits of the plan which cover such Member as a Dependent;
b. For Members who are Dependent children of parents who are not legally separated or divorced:
   i. except as provided in subparagraph (b)(2) below, the Benefits of the plan which covers such Member as a Dependent child of a parent whose date of birth, excluding year of birth, occurs earlier in a Calendar Year shall be determined before the Benefits of the plan which covers the Member, as a Dependent child of a parent whose date of birth occurs later in a Calendar Year;
   ii. if both parents have the same birthday, the Benefits of the plan which covered the parent longer are determined before those of the plan which covered the other parent for the shorter period of time;
   iii. if the other plan does not have the rules described in subparagraphs (b)(1) and (b)(2) above and does not have a rule based upon the gender of the parent, then the Benefits of that other plan shall be determined before the Benefits under this Certificate;  
   iv. however, if the other plan does not have the rules described in subparagraphs (b)(1) and (b)(2) above and does have a rule based upon the gender of the parent, and if as a result, the plans do not agree on the order of Benefits, the rule of the other plan shall determine the order of Benefits.

c. For Members who are Dependent children of parents who are legally separated or divorced:
   i. if the parent with custody of the child has not remarried, the Benefits of the plan which covers the child as a Dependent of the parent with custody of the child shall be determined before the Benefits of a plan which covers the child as a Dependent of the parent without custody;
   ii. if the parent with the custody of the child has remarried, the Benefits of the plan which covers the child as a Dependent of the parent with custody shall be determined before the Benefits of the plan which covers that child as a Dependent of the step-parent shall be determined before the Benefits of the plan which covers that child as a Dependent of the parent without custody;

Notwithstanding subparagraphs (c)(1) and (c)(2) above, if there is a court decree which would otherwise establish financial responsibility for the medical, dental or other health care expenses with respect to the child who otherwise meets the eligibility requirements, the Benefits of the plan which covers such child as a Dependent of the parent with such financial responsibility shall be determined before the Benefits of any other plan which covers the child as a Dependent child.

If, however, the specific terms of a court decree state that the parents have joint custody of the child and do not specify that one parent has responsibility for the child’s health care expenses or if the court decree states that both parents shall be responsible for the health care needs of the child but gives physical custody of the child to one parent, and the entities obligated to pay or provide the Benefits of the respective parents’ plans have actual knowledge of those terms, then the Benefits for the Dependent child shall be determined pursuant to paragraph (b) above.
d. The Benefits of the plan covering the Member who is laid-off or a retired employee or enrolled Dependent of such Member, shall be determined after the Benefits of any other plan covering the person as an active employee, or Dependent of such person.

e. The Benefits of the plan covering a Member as an actively at work employee or as that employee’s Dependent shall be primary. The plan that covers a Member through a continuation plan issued pursuant to state or federal law shall be secondary. If the other plan does not have this rule and as a result the plans do not agree, this rule will not apply.

f. When rules (a), (b), (c), (d), and (e) above do not establish an order of Benefit determination, the Benefits of the plan which has covered such Member for the longer period of time shall be determined first.

g. Benefits under this Certificate will be reduced when the sum of:
   i. the Benefits that would be payable for the Allowable Expenses under the Certificate in the absence of this Article III. B., and
   ii. the Benefits that would be payable for the Allowable Expenses under any other health Benefit plan or insurance policy, in the absence of provisions with a purpose like that of this Article III. B., whether or not claim is made, exceeds those Allowable Expenses in a Claim Determination Period. In that case, the Benefits under this Certificate shall be reduced so that they and the Benefits payable under such other plan or policy do not total more than those Allowable Expenses.

When Benefits under this Certificate are reduced as described above, each Benefit is reduced in proportion. It is then charged against any applicable Benefit limitation under this Certificate.

4. No Barrier to Receipt of Services. None of the above rules as to coordination of Benefits will serve as a barrier to the Member first receiving from GHC-SCW Benefits which are covered under this Certificate.

5. Interpretation. For purposes of this Article III. B., the term "health Benefit plan” or “insurance policy” shall be broadly construed and interpreted. It shall include, but not be limited to:

a. Group insurance or group-type coverage under self-insured plans; HMO and LSHO coverage and other prepayment group practice and individual practice plans; the medical Benefits coverage in group, group-type and individual automobile “fault” and "no-fault" contracts, and premises medical expense coverage.

b. Coverage under a governmental plan or coverage that is required or provided by law. This does not include a state plan under Medicaid Title XIX, Grants to States for Medical Assistance Programs, or the United States Social Security Act as amended from time to time. It also does not include any plan whose Benefits by law, are excess to those of any private insurance program, or other non-governmental program.

Each contract or other arrangement for coverage under (a) or (b) is a separate plan. If an arrangement has two parts and coordination of Benefits rules apply only to one of the two, each part would be a separate plan.

6. Right to Recover. In the event it is determined that Benefits under this Certificate should have been reduced because of Benefits available under another health Benefit plan or insurance policy, GHC-SCW
shall have the right to recover any payments made or to assess a reasonable charge for Benefits rendered beyond its obligation hereunder.

7. **Primary Payer Shall Pay First.** The health Benefit plan or insurance policy that is determined to provide primary coverage under the coordination of Benefits rules set forth in this Article III. B. shall be required to make payments to the extent of its available coverage before the health Benefit plan or insurance policy that is determined to provide secondary coverage shall be required to make payment.

8. **Noncomplying Plans.** In the event a Noncomplying Plan is determined to be secondary, GHC-SCW will pay or provide Benefits on a primary basis. A "Noncomplying Plan" is a plan which declares its Benefits to be excess or always secondary or which uses coordination-of-Benefit guidelines inconsistent with those contained in Wis. Ins. 3.40.

If the Noncomplying Plan is determined by GHC-SCW to be primary, GHC-SCW will pay first, but the amount of the Benefits payable shall be determined as if GHC-SCW were secondary. In this situation, the payment shall be the limit of GHC-SCW's liability.

If the Noncomplying Plan fails to provide necessary information for purposes of determining Benefits within a reasonable time after it is requested to do so, GHC-SCW shall assume that the Benefits of the Noncomplying Plan are identical to its own and shall pay its Benefits accordingly. However, GHC-SCW shall adjust any payments it makes based on such assumption whenever information becomes available as to the actual Benefits of the Noncomplying Plan.

GHC-SCW shall advance to or on behalf of the Member an amount equal to the difference if the Noncomplying Plan reduces its Benefits so that the Member receives less in Benefits than he or she would have received had GHC-SCW paid or provided its Benefits as the Secondary Plan and the Noncomplying Plan paid or provided its Benefits as the Primary Plan.

In no event shall GHC-SCW advance more than it would have paid had it been the primary plan less any amount it previously paid. In consideration of such advance, GHC-SCW shall be subrogated to all rights of the Member against the Noncomplying Plan. Such advance by GHC-SCW shall also be without prejudice to any claim it may have against the Noncomplying Plan in the absence of such subrogation.

9. **Information and Cooperation to be Provided.** Any Member claiming Benefits under this Certificate must furnish to GHC-SCW all information deemed necessary by it to implement the provisions of this Article III. B. GHC-SCW may require a Member to take such action as may be necessary or appropriate and to cooperate fully with GHC-SCW to preserve its right to recover as a result of Benefits which may be available under another health plan or insurance policy as set forth in the provision of subsection III.B.6, above.

C. **Medicare**

Benefits provided under a Group Service Agreement or this Certificate for Members entitled to Medicare payments are not designed to duplicate Benefits to which they are entitled under the Medicare Act. All sums payable for Benefits provided pursuant to a Group Service Agreement or this Certificate shall be payable to and retained by GHC-SCW. Each Member shall complete and submit such consents, releases, assignments and other documents reasonably requested by GHC-SCW in order to obtain or assure Medicare reimbursement. This Section C., however, shall not be applicable when the Member has remained employed by the Member's employer with whom GHC-SCW has a Group Service Agreement and:

1. where the Group employs 20 or more employees; or
2. where the Member is part of a Group which employs 20 or more employees and is entitled to Medicare due to End Stage Renal Disease (ESRD). In such a case, this Section C is not applicable to the Member for the first 30 months following the earlier of (a) the first month the Member would have become entitled to Medicare had the Member applied; or (b) the Member’s entitlement to Medicare; or

3. where the Member is entitled to Medicare due to disability and the Member’s Group employs 100 or more employees.

In the event that a Group has any Member for whom Medicare coverage is primary and coverage under the Group Service Agreement as secondary, Group shall promptly notify GHC-SCW in writing at such time as Group employs 20 or more full and/or part-time employees for each working day in each of 20 or more calendar weeks in the current year or in the preceding year.

**PLEASE NOTE:** GHC-SCW suggests that, if a Member is eligible for Medicare and Medicare would be the primary plan for that Member, that the Member enroll in both Medicare Part A and Part B. Failure to enroll in Medicare Part A and B will result in the Member paying out-of-pocket expenses for services that Medicare might have covered, because GHC-SCW will process the Member’s claims as if the Member is enrolled in Medicare.

D. **Workers’ Compensation**

This Certificate is not issued in lieu of, nor does it affect, any requirements for coverage by Workers’ Compensation. Items or services for injuries or sickness which are job, employment or work related for which Benefits are provided or payable under any Workers’ Compensation or Occupational Disease Act of Law, are excluded from coverage by GHC-SCW. However, if Benefits are paid by GHC-SCW and it determines the Member is eligible to receive Workers’ Compensation for the same incident, GHC-SCW has the right to recover as described in the Rights of Subrogation and Reimbursement in (Article III). As a condition of receiving Benefits on a contested work or occupational claim, the Member will consent to reimburse GHC-SCW when entering into any settlement, compromise agreement or at any Workers’ Compensation Division Hearing. GHC-SCW reserves the right to recover against the Member even though:

1. The Workers’ Compensation Benefits are in dispute or are made by means of settlement or compromise;

2. No final determination is made that the injury or sickness was sustained in the course of, or resulted from employment;

3. The amount of Workers’ Compensation due to medical or health care is not agreed upon or defined by the Member or the Workers’ Compensation carrier; or

4. The medical or health care Benefits are specifically excluded from the Workers’ Compensation settlement or compromise.

A Member will not enter into a compromise or hold harmless agreement relating to any work related claims paid by GHC-SCW, whether or not such claims are disputed by the Workers’ Compensation insurer, without the express written agreement of GHC-SCW.

E. All Benefits payable hereunder shall, at the option of GHC-SCW, be paid to the Provider of services rendering the service and billing for the same. Indemnity in the form of cash will not be paid to any Member except in reimbursement for payments made by the Member to a Provider or other Provider of service for which the Member had express authorization by GHC-SCW, and for which GHC-SCW was liable at the time of payment.
F. Any Member making claim for cash reimbursement for the cost of Benefits provided under Article V shall furnish, as soon as possible, to GHC-SCW affirmative proof of the Benefits received and the charges thereof. Proof shall include full particulars of the illness, injury or condition, treatment received and contemplated, and such other information as may assist GHC-SCW in determining the amount due and payable.

G. Stipulations of Legal Action. No action at law or suit in equity shall be commenced to recover under this Certificate or under the Group Service Agreement until 60 days after written proof of claim shall be given to GHC-SCW. Nor shall any such action or suit be brought more than three years after the Benefits to which such related claim shall have been rendered.

H. GHC-SCW Determination of Benefits. In the event that a Subscriber is a Member of a Group, this Certificate constitutes an "employee welfare Benefit plan" in accordance with and subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and constitutes the plan instrument. GHC-SCW is the named fiduciary for purpose of determining Benefits and reviewing Grievances under this Certificate. The Group has delegated to GHC-SCW the discretion to determine whether Members are entitled to Benefits under the Certificate. In making such determinations, GHC-SCW has authority to review requests for Benefits and Grievances in accordance with the procedures contained herein and any policies, procedures, rules and interpretations adopted pursuant to the terms of the Group Service Agreement or the Certificate and to construe this Certificate to determine whether Members are entitled to Benefits.

I. GHC-SCW may adopt reasonable policies, procedures, rules and interpretations to promote the orderly and efficient administration of this Certificate. Members agree to abide by the terms and conditions of such policies, procedures, rules and interpretations.

J. No interest in this Certificate may be transferred or assigned.

K. No person other than a Member is entitled to any Benefit under this Certificate or the Group Service Agreement. This Certificate shall not be transferable and shall be forfeited if any Member attempts to transfer it or aids, or attempts to aid, any other person in obtaining any Benefit under it.

L. Prior Authorization Services.

Prior Authorization is the process by which GHC-SCW provides prior written approval for coverage of specific Benefits, treatments, Durable and Disposable Medical Equipment (DME), Prescription Drugs and supplies. The purpose of Prior Authorization is to determine and authorize the following:

1. The specific type and extent of care, Durable and Disposable Medical Equipment, Prescription Drug or supply that is necessary;

2. The number of visits, or the period of time, during which care will be provided;

3. The Provider to whom the Member is being referred; and

4. Whether the Member should receive coverage for the services from an Out-of-Network Provider because necessary services are not available from an In-Network Provider.

Prior Authorization does not guarantee that services will be fully covered. Coverage is determined by the terms and conditions of the Certificate. Services and items requiring Prior Authorization are listed on GHC-SCW’s website at www.ghcscw.com. Contact GHC-SCW’s Member Services Department at (608) 828-4853 for details on the Prior Authorization process.
Article III: General Provisions

If a GHC-SCW Provider or GHC-SCW Clinic offers specialty medical care required by a Member, a Member shall utilize the GHC-SCW Provider or GHC-SCW clinic. Specialty medical care provided by a non-GHC-SCW Provider, whether or not the Provider is an In-Network Provider, is not covered if the service requested may be provided by a specialty GHC-SCW Provider. Members must receive care from In-Network Providers. Use of Out-of-Network Providers will result in the Member being financially responsible for full payment of services, unless Member has obtained Prior Authorization for such Out-of-Network services from GHC-SCW.

Additional services recommended by a Provider after rendering the services authorized by the original Prior Authorization are covered only if a new Prior Authorization is issued by GHC-SCW prior to receiving additional services from the Provider.

Member Responsibility Regarding Prior Authorization

It is the Member’s responsibility to ensure a Prior Authorization has been obtained when required. Failure to obtain Prior Authorization when required may result in the Member receiving a reduction in or no Benefit. If Prior Authorization is not received prior to the date of service and/or receipt of supplies, your Provider should contact GHC-SCW’s Care Management Department for a determination of Medical Necessity.

Prior Authorization Guidance

Article V identifies GHC-SCW’s Prior Authorization requirement for each Covered Health Service. Members should also be aware that many services, treatments, supplies and procedures will overlap multiple Benefits and, therefore, Members are encouraged to always contact GHC-SCW for a Prior Authorization regarding their own unique medical needs. For your reference:

Prior Authorization Not Required: For the identified Benefit and all subparagraphs pertaining to the identified Benefit, no Prior Authorization is required by GHC-SCW.

Prior Authorization Required: For the identified Benefit and all subparagraphs pertaining to the identified Benefit, Prior Authorization is always required by GHC-SCW.

Prior Authorization May Be Required: For the identified Benefit and all subparagraphs pertaining to the identified Benefit, Prior Authorization may be required by GHC-SCW. Prior Authorization requirements may vary depending on the Benefit, Provider, and/or location where the Benefit is received. Members should contact GHC-SCW’s Member Services and/or Care Management for confirmation of whether or not a specific Benefit will require Prior Authorization.

M. Second opinions are a covered Benefit when provided by another In-Network Provider. Members should contact their Primary Care Provider and GHC-SCW Care Management for a Prior Authorization for a second opinion.

N. Continuity of Care. With respect to covered Benefits, coverage shall be provided to a Member for the services of a Provider whose participation with the plan terminates under the following circumstances and for the following lengths of time:

1. Members shall be provided coverage from their chosen Primary Care Provider until the end of the current year; or

2. Members who are undergoing a course of treatment with a Consulting Provider shall be provided coverage for the remainder of the course of treatment, 90 days after the consulting Provider’s participation with the plan terminates, or until the end of the current year, whichever is shortest; or
3. If maternity care is the course of treatment and the Member is in the 2nd or 3rd trimester of pregnancy when the Provider’s participation with the plan terminates, coverage shall be provided until the completion of postpartum care for the woman and infant.

Continuity of care will be discontinued if the Provider no longer practices in the Service Area or is terminated for misconduct.

O. **GHC-SCW Provider Contract Discounts.** GHC-SCW delivers most care through contracted arrangements with Providers. Coinsurance amounts are typically applied to the GHC-SCW contracted fee. In limited situations, a Provider may calculate Coinsurance amounts as a percentage of their charges rather than as a percentage of their contracted rate. GHC-SCW has no liability or responsibility for Provider Coinsurance calculations based on these amounts.

P. **Authorization Does Not Guarantee Benefits.** GHC-SCW authorizes services or supplies based on the information that is available at the time of the authorization. Such authorization does not guarantee a Member’s eligibility or Benefits under his or her health plan. GHC-SCW makes Benefit determinations in accordance with all the terms, conditions, limitations and exclusions of this Certificate and the Group Service Agreement. Payment may be required in accordance with plan Benefits. In addition, GHC-SCW reserves the right to review each claim if there are questions regarding Medical Necessity. Any subsequent adjustment of Benefits as a result of this claim review will be given to the Member in writing.

Q. **Notice Requirements.** To qualify for Benefits for health services listed in the Member Certificate, GHC-SCW must be notified within the timeframes stated below. The phone number to call for Prior Authorization is listed on Members’ GHC-SCW Identification Card, and on the Benefit Summary.

1. **Services requiring Prior Authorization.** As soon as possible, but not later than 15 working days before health services are received unless it is for an Urgent Condition or Emergency Condition.

2. **Maternity notice.** GHC-SCW should be notified during the 5th month, but no later than one month prior to the anticipated delivery date.

R. **Concurrent Review.** GHC-SCW will also conduct a concurrent review of those health services listed in the Benefit Summary and the Member Certificate. GHC-SCW will remain in contact with the treating Provider throughout the course of treatment to review extensions due to medical complications. Each extension will be reviewed on a case-by-case basis.

S. **Coordinated Care.** GHC-SCW will provide case management services for cases that are potentially complex, chronic, catastrophic or costly. GHC-SCW will assess each case individually, look beyond the current medical episode and manage the underlying illness on an ongoing basis, if appropriate. GHC-SCW will facilitate and coordinate Medically Necessary and appropriate, cost-effective care in the most appropriate setting. This is a collaborative process that includes the Member, family, physician and any other Provider to maintain continuity of care and promote health within the confines of this Benefit plan.

T. **Right to Exchange Information.** Each Member agrees that GHC-SCW may obtain all information (including medical records) with respect to that Member from any medical Provider and provide this information to any person or organization where it is reasonably necessary to administer the Benefits under the policy. Each Member agrees to give and authorize others to give GHC-SCW medical information and records relating to the Member. This includes test results and records of care for mental illness/substance abuse. By acceptance of coverage under the policy, each Member shall be deemed to have waived any claim of privilege or confidentiality to such information when released or obtained for these purposes.
U. **Member Record Change of Sex/Gender Designation:**

A Member’s sex/gender designation in his or her record may be modified upon providing documentation to GHC-SCW of one of the following:

1. Full-validity, 10-year U.S. passport showing the Member’s new gender;
2. State-issued amended birth certificate showing the new gender;
3. Court order directing legal recognition of change of gender; or
4. Medical certification of appropriate clinical treatment for gender transition in the form of an original letter from a licensed physician.

The documentation must provide enough biographical data to clearly identify the Member requesting the change of sex/gender designation.

A Member’s record requires a sex/gender designation of either male or female (not gender neutral).

V. **Physical Examination.** GHC-SCW, at its own expense, may examine a Member when reasonably necessary, to determine the Member’s eligibility for claimed services or Benefits (including issues relating to subrogation and coordination of Benefits). Each Member shall be deemed to have waived any legal rights he or she may have to refuse to consent to an examination or autopsy, by acceptance of coverage from GHC-SCW.

W. **Non-Waiver and Severability.** No delay or failure by GHC-SCW to exercise any remedy or right accruing to GHC-SCW under the terms of this Certificate shall impair any such remedy or right, be construed to be a waiver of any such remedy or right, nor shall it affect any subsequent remedy or rights GHC-SCW may have under this Certificate, whether or not the circumstances are the same. The unenforceability or invalidity of any provision or provisions of this Certificate as to any person or circumstances shall not render them unenforceable or invalid. Also the unenforceability or invalidity of any provision shall not render the remainder of this Certificate invalid or unenforceable.

X. **Benefit Determination and Certificate Interpretation.** GHC-SCW has the discretionary authority to determine eligibility for Benefits and to construe the terms of this Certificate. Any such determination or construction shall be final and binding for all parties unless arbitrary and capricious.

Y. **Conformity with Statutes.** Any provisions which, on the effective date of this policy, are in conflict with federal or Wisconsin law are amended to conform to the minimum requirements of those laws.

Z. **Services Outside of the United States.** Services and supplies obtained while in a foreign country, with the exception of Urgent and Emergency Care, are excluded.

AA. **Provider and Hospital Reports.** Providers and Hospitals, from time to time, must give us reports to help us determine Member Benefits. By accepting coverage under this Policy, you have agreed to authorize Providers and Hospitals to release any necessary records to us. This is a condition of our issuing this contract and paying Benefits.

BB. **Misrepresentation/Right of Rescission.** Intentional misrepresentation or fraudulent statements made when applying for coverage could cause an otherwise valid claim to be denied, or your Policy to be rescinded. Carefully check the information provided when applying for coverage and write to us within 10 days if any information given on the application is not correct and complete or if any medical history has not been included.
The application is part of the insurance policy. The insurance policy was issued on the basis that the statements and representations when applying for coverage are correct and complete.

We will rescind coverage if the information received indicates an intentional misrepresentation or fraudulent statement was made by an individual when applying for insurance and the person knew the representation was false and:

1. we relied on the misrepresentation or fraudulent information, which was material; or
2. the misrepresentation was made with intent to deceive; or
3. the fact misrepresented or fraudulently stated contributes to a loss under the Policy.

We will notify you within 60 days after acquiring knowledge of an intentional misrepresentation or fraudulent information of our intention to either rescind coverage or defend against a claim if one should arise, or within 120 days if we determine that it is necessary to secure additional medical information.

If your coverage is rescinded due to an intentional misrepresentation or fraudulent information, you will not be eligible for continuation or conversion coverage.

CC. Submit Claims to:

Group Health Cooperative of South Central Wisconsin

c/o GHC-SCW Claims Department

P.O. Box 44971

Madison, WI 53744-4971
ARTICLE IV: COMPLAINT RESOLUTION/GRIEVANCE PROCESS

A. Complaint Resolution Process

Members are encouraged to discuss their complaints with the GHC-SCW staff involved as soon as possible. If the complaint is not resolved to the Member’s satisfaction, it should be brought to the attention of the Member Services Department. The Department will:

1. Interview the Member and record the details.
2. Investigate the complaint and seek resolution.
3. Refer those cases which require further review or investigation to the appropriate committee.
4. Act as ombudsperson for the Member, including facilitating the processing and resolution of the complaint.

The Department will attempt to resolve the complaint of the Member within 10 days of the filing of the complaint.

B. Grievance Process

1. Member Appeals Committee

A Member, or authorized representative on behalf of the Member, may file a written expression of dissatisfaction (a Grievance) with the administration, policy rescission, claims practices or provisions of services by GHC-SCW following receipt of GHC-SCW’s notification of denial. (Expedited Appeals do not require a written grievance, see below.) The Grievance will be evaluated by the Member Appeals Committee and a response will be made to the Member within 30 calendar days. The Grievance should be mailed to:

   ATTN: Member Appeals
   GHC-SCW Member Services Department
   P.O. Box 44971
   Madison, WI 53744-4971

GHC-SCW will acknowledge receipt of the Grievance within five business days of receipt and the Grievance will be added to the agenda of the next scheduled Member Appeals Committee meeting. No fewer than seven calendar days prior to the meeting, the Member will be notified of the date and time in case the Member would like to present his or her Grievance in person. GHC-SCW will provide the Member with any new or additional evidence considered, relied upon, or generated by GHC-SCW in connection with the appeal. GHC-SCW will send the Member a written determination of the Grievance within 30 calendar days of receipt of the Grievance. GHC-SCW will notify the Member in writing that (a) GHC-SCW has not resolved the Grievance, (b) when the resolution of the Grievance may be expected, and (c) the reason additional time is needed.

2. Expedited Appeal

A Member, or the authorized representative on behalf of the Member, may request GHC-SCW to resolve a Grievance for an urgent care situation. Grievances handled on an expedited basis will be resolved
within 24 hours of the date the Grievance is received. GHC-SCW's Medical Director will determine if the Member’s request for an expedited Grievance meets the criteria for an urgent care situation. An urgent care situation is one where medical care and/or treatment is required to prevent serious deterioration in an individual’s health; or, may jeopardize the life or health of the individual to regain maximum function; or in the opinion of a physician with knowledge of the individual’s medical situation, would subject the individual to severe pain that cannot be adequately managed without the care or treatment that is the subject of the expedited appeal. These criteria will be used to determine whether a Grievance should be processed on an expedited basis.

3. **Independent (External) Review**

GHC-SCW provides Members with an Independent (External) Review process according to the processes developed by the federal law under PPACA. This process becomes available to the Member after the Member has exhausted the GHC-SCW Internal Appeals process (outlined above) or when federal law allows the Member to bypass the internal appeals process.

**Qualification for Independent (External) Review.** In order to qualify for Independent (external) Review process, the following criteria must be met:

a. The situation or issue must involve an adverse Benefit coverage determination based on:
   i. Medical judgment (for example: Medical Necessity, appropriateness, health care setting, level of care, effectiveness of a covered Benefit, or experimental and investigational treatments).
   ii. A denial of a request for out-of-network services when the Member believes that the clinical expertise of the Out-of-Network Provider is Medically Necessary (but only if the treatment or service would otherwise be a covered Benefit under the plan)’’.
   iii. A policy rescission.

b. Exhaustion of Internal Grievance Process. In most cases, the Member must have completed GHC-SCW’s internal grievance process prior to requesting an Independent (External) Review. Exceptions to this circumstance are:
   i. The Member and GHC-SCW agree that the matter may proceed directly to Independent (external) Review; or
   ii. The Member needs immediate medical care or services. If this is the case, a Member may submit an Urgent Independent (External) Review appeal (see below) if they believe that the time period for resolving an internal grievance would cause a delay that could jeopardize their life or health.

**Decisions not subject to Independent (External) Review.** A Member may not request an Independent (external) Review if:

c. the requested treatment is not a covered Benefit under this Certificate;

d. the decision involves contractual or legal interpretation without any use of medical judgment. For example, if this Certificate or any amendments to or the Summary of Benefits specifically excludes coverage for weight loss treatment and the Member requests coverage for weight loss
treatments, such issue would not be eligible for Independent (External) Review even if the Member believes that the treatment is/was Medically Necessary.

e. for administration issues such as the application of premiums to the correct account. (However, this could be reviewed under the Internal Appeals process). GHC-SCW publishes and provides Members with information regarding the availability of their right to Independent (External) Review Process at least once annually through the Member newsletter (HouseCalls) and in this Certificate and other Member materials.

C. Procedure

1. Once the Member has completed the internal appeals process, Member Services will send the Member a written notification of their Independent (External) Review rights. The notice will include information about the Member’s right to request an Independent (External) Review in the following manner:
   a. in writing by sending the request electronically (through email) to: DisputedClaim@opm.gov;
   b. by faxing it to 202-606-0036; or,
   c. by sending a written request to:
      Disputed Claims
      P O Box 791
      Washington DC 20044

Member questions or concerns during the external review process may be directed to:

d. Disputed Claims at 877-549-8152;

Members may submit written comments and information to the Independent (External) Reviewer at the mailing address (above) and such information will be shared with GHC-SCW.

2. Limitations:

A Member may file a request for an Independent (External) Review within 4 months after the date of notice of GHC-SCW’s adverse Benefit determination or final internal adverse Benefit determination.

3. Independent (External) Review Determination process:

If the External Review Disputed Claim examiner determines that the claim is not eligible for Independent (external) Review the examiner will notify the Member and GHC-SCW in writing or electronically that the claim is not eligible.

If the claim proceeds through the process, the External Review Disputed Claim examiner will provide written notice of their decision within 45 days (from the initial request for the Independent (external) Review by the Member). Notice of the decision will be sent to the Member and to GHC-SCW.

If the External Review Disputed Claim examiner reverses GHC-SCW’s previous decision GHC-SCW will:

a. promptly provide coverage or payment (including promptly authorizing or promptly paying Benefits) for the claim.

4. Process for Expedited Independent (External) Review:
The Member may make a written or oral request to the Disputed Claim representative for an Expedited Independent (External) Review at the time the Member receives:

a. an adverse Benefit determination that involves a medical condition for which the timeframe for completion of an Internal (external) appeal would seriously jeopardize the life or health of the Member: or, would jeopardize the Member’s ability to regain maximum function; and

b. if the adverse Benefit determination concerns an admission, availability of care, continued stay, or health care item or service for which the Member has received services but has not been discharged from the facility and the Member has filed a request for an Expedited Internal (external) Appeal; or

c. if the Member’s medical condition is such that the timeframe for completion of the standard Independent (External) Review would seriously jeopardize the life or health of the Member or would jeopardize his or her ability to regain maximum function or the final adverse Benefit determination concerns an admission, availability of care, continued stay or health care item or service for which the Member received services but has not been discharged from the facility.

The External Review Disputed Claim examiner will provide a notice of his/her decision within 72 hours of the request for expedited Independent (External) Review. For urgent care situations an external review decision will be provided within 24 hours.

D. Commissioner of Insurance

A Member may resolve his or her problem by taking the steps outlined in the above Complaint Resolution/Grievance Process. A Member may also contact the OFFICE OF THE COMMISSIONER OF INSURANCE, a state agency which enforces Wisconsin’s insurance laws, and file a complaint. A Member may contact the OFFICE OF THE COMMISSIONER OF INSURANCE by writing to:

Office of the Commissioner of Insurance, Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873

or by visiting [http://oci.wi.gov](http://oci.wi.gov)

Call (800) 236-8517 outside of Madison or (608) 266-0103 in Madison and request a complaint form.
ARTICLE V: COVERED HEALTH SERVICES

Members are entitled to Covered Health Services subject to the terms and conditions of their health plan, as set forth in this Certificate, Benefit Summary, Summary of Benefits and Coverage and any Amendments attached to this Certificate.

Services and supplies that are not Medically Necessary are excluded. Services and supplies must meet the definition of Covered Health Services for coverage. Certain services are only available when provided by or at the direction of a GHC-SCW Provider, and/or received at a GHC-SCW Clinic.

In addition to the Benefits specified in this Certificate, please refer to the Benefit Summary, Summary of Benefits and Coverage, and Amendments for additional information related to:

- Coinsurance
- Copayments
- Annual Deductible
- Maximum Out-of-Pocket

Prior Authorization

Prior Authorization is the process by which GHC-SCW provides prior written approval for coverage of specific Benefits, treatments, Durable and Disposable Medical Equipment (DME), Prescription Drugs and supplies. The purpose of Prior Authorization is to determine and authorize the following:

1. The specific type and extent of care, Durable and Disposable Medical Equipment, Prescription Drug or supply that is necessary;
2. The number of visits, or the period of time, during which care will be provided;
3. The Provider to whom the Member is being referred; and
4. Whether the Member should receive coverage for the services from an Out-of-Network Provider because necessary services are not available from an In-Network Provider.

Prior Authorization does not guarantee that services will be fully covered. Coverage is determined by the terms and conditions of the Certificate. Services and items requiring Prior Authorization are listed on GHC-SCW’s website at www.ghcscw.com. Contact GHC-SCW’s Member Services Department at (608) 828-4853 for details on the Prior Authorization process.

If a GHC-SCW Provider or GHC-SCW Clinic offers specialty medical care required by a Member, a Member shall utilize the GHC-SCW Provider or GHC-SCW clinic. Specialty medical care provided by a non-GHC-SCW Provider, whether or not the Provider is an In-Network Provider, is not covered if the service requested may be provided by a specialty GHC-SCW Provider. Members must receive care from In-Network Providers. Use of Out-of-Network Providers will result in the Member being financially responsible for full payment of services, unless Member has obtained Prior Authorization for such Out-of-Network services from GHC-SCW.

Additional services recommended by a Provider after rendering the services authorized by the original Prior Authorization are covered only if a new Prior Authorization is issued by GHC-SCW prior to receiving additional services from the Provider.
**Member Responsibility Regarding Prior Authorization**

It is the Member’s responsibility to ensure a Prior Authorization has been obtained when required. Failure to obtain Prior Authorization when required may result in the Member receiving a reduction in or no Benefit. If Prior Authorization is not received prior to the date of service and/or receipt of supplies, your Provider should contact GHC-SCW’s Care Management Department for a determination of Medical Necessity.

**Prior Authorization Guidance**

This Article identifies GHC-SCW’s Prior Authorization requirement for each Covered Health Service. Members should also be aware that many services, treatments, supplies and procedures will overlap multiple Benefits and, therefore, Members are encouraged to always contact GHC-SCW for a Prior Authorization regarding their own unique medical needs. For your reference:

**Prior Authorization Not Required:** For the identified Benefit and all subparagraphs pertaining to the identified Benefit, no Prior Authorization is required by GHC-SCW.

**Prior Authorization Required:** For the identified Benefit and all subparagraphs pertaining to the identified Benefit, Prior Authorization is always required by GHC-SCW.

**Prior Authorization May Be Required:** For the identified Benefit and all subparagraphs pertaining to the identified Benefit, Prior Authorization may be required by GHC-SCW. Prior Authorization requirements may vary depending on the Benefit, Provider, and/or location where the Benefit is received. Members should contact GHC-SCW’s Member Services and/or Care Management for confirmation of whether or not a specific Benefit will require Prior Authorization.

On or after the Individual Policy Effective Date, subject to the Exclusions and Limitations contained in Article VI, a Member is entitled to:

**A. ADVANCED RADIOLOGY**

**Prior Authorization Required**

1. Services for Medically Necessary CT scans, PET scans, MRI, MRA, nuclear medicine and major diagnostic services received on an outpatient basis at a Hospital or other In-Network Facility.

   Benefits under this section include:

   a. The facility charge and the charge for supplies and equipment.

   b. Physician services

**B. AMBULANCE SERVICES**

**Prior Authorization May Be Required**

GHC-SCW will pay the Reasonable and Customary Fees and Charges for ground ambulance service for a Member requiring emergency medical or Hospital services, provided that such Benefit is determined by GHC-SCW, prospectively or retrospectively, to be Medically Necessary. Air ambulance will be covered only:

1. when, in the professional judgment of the GHC-SCW Medical Director, medical circumstances are such that ground ambulance transportation would further endanger the Member’s health; or
2. for emergency transportation from locations where a ground ambulance or any other appropriate form of transportation is not available.

C. AUTISM SPECTRUM DISORDER DIAGNOSIS

Prior Authorization Required

Diagnostic services used to verify the diagnosis of Autism Spectrum Disorder when conducted by a Provider skilled in testing. For the diagnosis to be valid, the testing tool shall be appropriate to the age of the Member and use an empirically validated tool for the determination of Autism Spectrum Disorder. GHC-SCW may require confirmation of a primary diagnosis through completion of empirically validated tools or tests from each of the following categories: intelligence, parent report, language skills, adaptive behavior, and direct observation of the child. The evaluation should also assess language impairment, cognitive functioning, and the presence of nonspecific behavioral disorders. In addition, GHC-SCW may require a second opinion from a Provider experienced in the use of empirically validated tools specific for Autism Spectrum Disorders. If GHC-SCW requires the second opinion, we will cover the cost of the second opinion and such cost will not be counted against the total Benefit for Autism Spectrum Disorders.

D. AUTISM SPECTRUM DISORDER TREATMENT

Prior Authorization Required

Treatment of Autism Spectrum Disorder is covered as required by Wis. Stat. 632.895 (12m).

1. Intensive-Level Services means evidence-based behavioral Autism Spectrum therapy (efficacious treatment) that is directly based on, and related to, a Member’s therapeutic goals and skills as prescribed by a treating physician and provided by an Autism Qualified Provider, and when the prescribed therapy is for the treatment of Autism Spectrum Disorder, where the majority of treatment is provided in the Member’s home where a parent or legal guardian is present and engaged in the therapy session(s) and meets the following requirements:

   a. Is based upon a treatment plan developed by an Autism Qualified Provider. The treatment plan must include at least 20 or more hours of therapies per week over a six-month period of time with specific cognitive, social, communicative, self-care, or behavioral goals that are clearly defined, directly observed and continually measured and address the characteristics of Autism Spectrum Disorders. The treatment plan shall require that the Member be diagnosed with a primary diagnosis of Autism Spectrum Disorder, be present and engaged in the intervention and that progress be assessed and documented throughout the course of treatment. GHC-SCW may request and review the Member’s treatment plan and summary of progress on a periodic basis; and

   b. Provides evidence-based behavioral intensive therapy, treatment, and services in an environment most conducive to achieving the goals of the Member’s treatment plan; and

   c. Provides training and consultation, participation in team meetings and active involvement of the Member’s family and treatment team for implementation of the therapeutic goals developed by the team; and

   d. Commences after the Member is two years of age and before the Member is nine years of age; and
Article V: Covered Health Services

2. **Non Intensive-Level Services** means evidence-based behavioral therapy that occurs after the completion of treatment with Intensive-Level Services and that is designed to sustain and maximize gains made during Intensive-Level Services, or, for the Member who has not and will not receive Intensive-Level Services, evidence-based therapy that will improve the Member’s condition as prescribed by an Autism Qualified Provider when the prescribed therapy meets the following requirements:

   a. Is based upon a treatment plan developed by an Autism Qualified Provider that develops, supervises and implements a treatment plan with specific cognitive, social, communicative, self-care, or behavioral goals that are clearly defined, directly observed and continually measured and addresses the characteristics of Autism Spectrum Disorders. The treatment plan shall require that the Member be diagnosed with a primary diagnosis of Autism Spectrum Disorder, be present and engaged in the intervention and that progress be assessed and documented throughout the course of treatment. GHC-SCW may request and review the Member’s treatment plan and summary of progress on a periodic basis, and

   b. Provides evidence-based behavioral therapy, treatment, and services in an environment most conducive to achieving the goals of the Member’s treatment plan; and

   c. Provides training and consultation, participation in team meetings and active involvement of the Member’s family and treatment team for implementation of the therapeutic goals developed by the team, and

   d. Provides supervision for Autism Qualified Providers by a qualified Supervising Provider on the treatment plan team.

3. **For Specific Benefit Exclusions applicable to Autism Spectrum Disorder see Article VI, Exclusions & Limitations.** All other policy plan provisions, limitations and exclusions apply. Coverage for pharmaceuticals and durable medical equipment is covered according to the Benefits, provisions, limitations and exclusions.

4. **Notification of Transition from Intensive-Level Services to Non-Intensive-Level Services:** GHC-SCW will notify the Member or the Member’s authorized representative regarding a change in the Member’s level of treatment. The notice will indicate the reason for transition that may include any of the following:

   a. The Member no longer requires Intensive-Level Services supported by documentation from a Qualified Provider or Supervising Provider; or

   b. The Member no longer receives evidence-based behavioral therapy at least 20 hours per week over a six month period of time.
5. **Request for Postponement of Intensive-Level Services by Member:** The Member or the Member’s authorized representative must notify GHC-SCW if the Member still requires Intensive-Level Services but is unable to receive these services for an extended period of time due to the following:

   a. A significant medical condition,
   b. Surgical intervention and recovery,
   c. A catastrophic event, or
   d. Other significant event GHC-SCW determines to be acceptable.

   In this case, GHC-SCW will affirm the Member’s notification and GHC-SCW’s acceptance of the Intensive-Level treatment plan postponement. GHC-SCW will not deny Intensive-Level Services to the Member for failing to maintain at least 20 hours of evidence-based behavior therapy over a six month period during the accepted postponement period.

6. **Verification of Autism Qualified Providers, to include Supervising Provider(s), Qualified Therapist(s), Qualified Professional(s) and Paraprofessional(s):** GHC-SCW will verify the licensure, certification, training and credentials of Qualified Providers, Supervising Providers, Qualified Therapists, Qualified Professionals and Paraprofessionals as defined within Wis. Admin. Code 3.36 (3) and (14). Only Providers who meet these standards will be approved for providing services and care to our Members. GHC-SCW Members must receive care through In-Network Providers for services to be covered. Use of Out-of-Network Providers will result in the Member being financially responsible for full payment of services unless written approval for such Out-of-Network services has been obtained from GHC-SCW. Also, please see plan provisions, under Article III: General Provisions K, Prior Authorization Services.

E. **AUTOLOGOUS BLOOD TRANSFUSIONS AND STORAGE**

   **Prior Authorization May Be Required**

   Autologous blood transfusions and storage are covered Benefits. Autologous transfusion is the process of donating one’s own blood prior to a surgical procedure to be used if a blood transfusion is necessary.

F. **CHIROPRACTIC SERVICES**

   **Prior Authorization Not Required**

   Medically Necessary Chiropractic Services when provided by a chiropractor designated by GHC-SCW. Chiropractic Services are Medically Necessary when all of the criteria are met:

   1. The Member has a neuromusculoskeletal disorder; and
   2. The Medical Necessity for the treatment is clearly documented; and
   3. Improvement is documented within the initial two (2) weeks of chiropractic care

   Maintenance therapy and maintenance care related to Chiropractic Services is not covered.

G. **COMPLEMENTARY MEDICINE SERVICES**

   **Prior Authorization Not Required**
Complementary Medicine professional services, when provided at a GHC-SCW Clinic by a GHC-SCW Provider designated to provide Complementary Medicine professional services. Information on cost-sharing for Complementary Medicine Services can be found at www.ghcscw.com. Complementary Medicine Services do not apply to the Member’s Maximum Out-of-Pocket (MOOP).

H. DENTAL RELATED SERVICES

Prior Authorization May Be Required

1. Initial Repair of Accidental Injury to Sound, Natural Teeth. Coverage for Members under this section is only available for injury that is the result of a single event or occurrence. Injury due to consistent, repetitive, or prolonged damage will not be covered under this section (ex. grinding of teeth/bruxism). Also, damage to teeth caused by chewing or biting does not constitute an accidental injury. Treatment must be initiated within 90 days of the accident and treatment must be completed within 12 months of the accident.

2. Treatment of Temporomandibular Joint (TMJ). Medically Necessary diagnostic procedures and Medically Necessary surgical or non-surgical treatment (including intraoral splint therapy devices) for the correction of temporomandibular disorders caused by congenital, developmental, or acquired deformity, disease or injury. Coverage is limited to procedures or devices used to control or eliminate infection, pain, disease or dysfunction. Intraoral splints are covered under this provision. A physical therapy evaluation is required before an intraoral splint is considered as a treatment option. Any cosmetic or elective orthodontic care is not covered under this Benefit.

3. Dental-related hospital and anesthetic services for Dependent children or those Members with a chronic disability or a medical condition that requires hospitalization or general anesthesia for dental care.

4. Oral Surgical Procedures (including local anesthesia and related x-rays) when received from a dentist, dental Provider or dental group designated by GHC-SCW, is limited to:
   a. Incision and drainage of cellulitis,
   b. Incision and removal of a foreign body,
   c. Surgical procedures to correct accidental injuries to the lips and oral soft tissues,
   d. Surgical correction of cleft lip, cleft palate and severe functional malocclusion,
   e. Treatment of fractures and dislocations to facial bones,
   f. Hard and soft tissue biopsies,
   g. Excision of tumors, cysts, and lesions of the jaws, oral mucous membrane, and underlying soft tissue that require pathological examination,
   h. Incision of maxillary sinus and salivary glands or ducts for removal of a foreign body,
   i. Extraction of impacted teeth,
   j. Frenectomy,
   k. Apicoectomy,
l. Excision of exostoses,
m. Alveloectomy,
n. Removal of retained residual root.

Coverage for emergency oral surgical procedures not performed by the dental Providers designated by GHC-SCW must also meet the definition of an Emergency Condition.

I. DIABETIC DRUGS, SUPPLIES, EQUIPMENT, AND EDUCATION

Prior Authorization May Be Required

Insulin and other drugs for the treatment of diabetes, syringes for insulin administration, blood glucose meters, and disposable blood glucose testing supplies, when on the formulary, are covered under the Outpatient Prescription Drugs Benefit outlined in this Article V.

Insulin infusion pumps and supplies are covered under the Durable Medical Equipment Benefit only when Medically Necessary.

Diabetic education services are covered under this section when deemed Medically Necessary.

J. DIAGNOSTIC X-RAY AND LABORATORY TESTS

Prior Authorization May Be Required

Diagnostic X-ray and Laboratory Tests, when ordered or prescribed by an In-Network Provider or a Provider to whom the Member has been referred by an In-Network Provider.

Diagnostic laboratory tests shall include blood tests for lead poisoning for children, which shall be conducted in accordance with recommended lead screening methods and intervals contained in rules promulgated by the Wisconsin Department of Health and Family Services (DHFS).

When Members are referred to non-GHC-SCW facilities for specialty appointments, diagnostic x-ray and laboratory tests that are not acutely necessary for the completion of the specialty visit must be performed at the Members’ primary care clinic, unless Prior Authorization is obtained from the GHC-SCW Care Management Department.

K. DURABLE AND DISPOSABLE MEDICAL SUPPLIES AND EQUIPMENT

Prior Authorization May Be Required

See Medical Supplies entry in Article V: Covered Health Services.

L. EMERGENCY OUTPATIENT CARE

Prior Authorization May Be Required

GHC-SCW covers Emergency Outpatient Care provided on an outpatient basis in a hospital emergency room including necessary related diagnostic tests and procedures performed at the time of the emergency visit. Outpatient status is determined by a Member not being assigned a hospital bed for receipt of these services. Coverage will be provided for treatment of an Emergency Condition outside the GHC-SCW Service Area. GHC-SCW reserves the right to determine whether a specific medical situation actually constitutes an
Emergency Condition. See Article I: Definitions for a definition of Emergency Condition. Emergency Outpatient care is subject to the Copayment, Coinsurance or Deductibles specified in the Benefit Summary. Copayments associated with this service are waived if the Member is admitted as a Hospital inpatient or is placed in observation status and the observation spans one midnight. See Article VI for specific exclusions related to this Benefit.

**Services in Emergency Conditions.** GHC-SCW will pay the Reasonable and Customary Fees and Charges for emergency services, subject to applicable limitation amounts, for the Benefits to which the Member would otherwise have been entitled under this Certificate, when performed under an Emergency Condition for a Member, without the order, Prior Authorization, or prior concurrence of an In-Network Provider.

**M. END OF LIFE SERVICES**

**Prior Authorization Required**

GHC-SCW will provide supportive and palliative care for a terminally ill Member whose life-expectancy is six months or less if the illness runs its normal course for in-home and inpatient care. Certification of the terminal illness must be given to GHC-SCW’s Care Management Department by the Primary Care Provider upon request.

End of Life Services are available if:

1. the terminally ill person is a GHC-SCW Member, and
2. the care is ordered by an In-Network Provider.

**Outpatient End of Life covered charges include:**

3. Part-time or intermittent nursing care by an RN or LPN;
4. Medical and social services under the direction of an In-Network Provider including:
   a. Assessment of the terminally ill person’s social, emotional and medical needs, and home and family situation;
   b. Identification of community resources available to the terminally ill person;
   c. Assistance to the terminally ill person in obtaining the community resources needed to meet his or her assessed needs;
5. Psychological and dietary counseling;
6. Consultation or case management services by an In-Network Provider;
7. Physical and occupational therapy;
8. Part-time or intermittent home health aide services consisting mainly of caring for the terminally ill person;
9. Medical Supplies;
10. Prescription medicines prescribed by an In-Network Provider, if the Member has an Outpatient Prescription Drug Amendment;
11. Charges made by any other covered health care Provider for the services and supplies listed above (only if the Provider is not part of nor employed by a hospice care agency, and the hospice care agency retains responsibility for the care of the terminally ill person); and

12. Bereavement counseling.

**Inpatient End of Life Services includes:**

13. charges made by an end of life facility for room and board; and

14. other services and supplies furnished to the terminally ill person for uncontrolled, new onset, acute symptom management when, in the determination of the GHC-SCW Medical Director, an inpatient stay is Medically Necessary.

**N. ENTERAL FEEDING PRODUCTS**

*Prior Authorization Required*

Enteral or specialized nutritional support formulas (Medical Foods) may be covered for those Members with normal or abnormal gastrointestinal absorptive capacity that, due to non-function or disease of the gastrointestinal tract, require alternative formulas or routes of administration to provide sufficient nutrients. The formula must constitute 100% of the Member’s nutritional intake.

**O. FAMILY PLANNING SERVICES**

*Prior Authorization May Be Required*

Family Planning Services consisting of such consultation and treatment deemed Medically Necessary by a Provider are covered Benefits under this policy. This includes a broad range of voluntary family planning services such as physical examinations, office visits, testing, intrauterine devices (IUDs), implanted contraceptives, related counseling services, and tubal ligation and vasectomy.

Contraceptives provided over the counter, such as spermicides and sponges, are covered only if the method is both FDA-approved, prescribed for a woman by her health care Provider, and included in the Formulary. Other over the counter approved contraceptive methods may be covered pending approval from your health care Provider. Prescription drugs for birth control not included in the Formulary are covered when prior authorized by GHC-SCW.

Cost sharing will apply for branded drugs when a generic version is available. However, brand name contraceptives will be covered without cost-sharing if a generic equivalent is not available.

**P. GENETIC TESTING**

*Prior Authorization Required*

Genetic testing is only covered when it is Medically Necessary for treating an illness, or when Medically Necessary to develop a Member’s individual health screening program. In addition, genetic counseling and Breast Cancer (BRCA) genetic testing coverage is to be available for women with positive screening results, or women with a personal history of cancer.

**Q. HEARING AID**

*Prior Authorization Required*
This Benefit is limited to one hearing aid per ear every 36 months, including custom ear molds. Coverage is limited to the maximum amount specified in the Benefit Summary. GHC-SCW may designate the models and types of hearing aids that will be covered under this Benefit.

R. **HEARING ASSISTIVE DEVICES**

**Prior Authorization Required**

A cochlear implant is limited to one cochlear implant per Member per lifetime. The Member must have bilateral hearing loss and must meet the cochlear implant criteria. Bilateral cochlear implants are not covered.

A Bone Anchored Hearing Aid (BAHA) is limited to one BAHA device per Member per lifetime and the Member must have bilateral hearing loss and must meet the BAHA criteria. Bilateral BAHA devices are not covered.

S. **HOME HEALTH CARE SERVICES**

**Prior Authorization Required**

Upon the order or with the concurrence of an In-Network Provider, GHC-SCW will arrange to provide home health care services, for a condition of a Member which, in the opinion of the attending In-Network Provider, does not require hospitalization but which cannot satisfactorily be treated on an ambulatory basis at an In-Network Clinic. Home health care means a program providing part-time, in-home, Intermittent Care services to a Member in lieu of Hospital services or Skilled Nursing Facility services. Home health care must be administered by a home health care agency that is licensed by the State of Wisconsin as a home health care agency. The home health care agency must also have a written agreement with GHC-SCW for the provision of such Benefits to Members. Coverage is limited to sixty (60) visits per Member per year. One visit equals up to four hours of skilled care services. This visit limit does not include any service which is billed only for the administration of intravenous infusion.

T. **HOSPITAL AND RELATED SERVICES**

**Prior Authorization Required**

Hospital and related services includes the medical diagnosis, care and treatment by one or more Providers. For admissions on and after the Individual Effective Date, a Member is entitled to, if admitted on the order of or with the concurrence of an In-Network Provider, subject to Medical Necessity, and the provisions below:

1. **Inpatient Hospital Service**, which means the Medically Necessary services and supplies furnished to a registered patient by a Hospital and regularly included in its charges.

   **Inpatient Hospital Services are limited to the following:**
   
   a. Hospital rooms as available, including general duty nursing care;
   
   b. Meals, including special meals and diets when Medically Necessary in the professional judgment of the attending Provider;
   
   c. Use of operating, delivery, recovery, and treatment rooms and equipment;
   
   d. Laboratory tests, electrocardiograms, electroencephalograms, diagnostic x-ray services, and other diagnostic tests;
e. Drugs, medications, intravenous injections other than blood or blood fraction, and other biologicals;

f. Administration and processing of whole blood and plasma;

g. Anesthetics and their administration;

h. Oxygen and its administration;

i. Dressings, casts, and special equipment when supplied by the Hospital for use in the Hospital;

j. Radiation therapy;

k. Diathermy;

l. Physical therapy;

m. Inhalation therapy;

n. Short-term inpatient rehabilitation services when deemed appropriate in the professional judgment of the attending Provider. Short-term inpatient rehabilitation services are defined as therapies lasting no more than 90 days;

o. Use of intensive care units and services;

p. Detoxification services. Covered services include Medically Necessary detoxification services. These services are not applied to the Mental Health/Substance Use Disorder Benefit, as detoxification services are covered under the medical Benefit;

q. Other Medically Necessary services customary in modern Hospital procedure and not excluded by this Certificate, including Article VI.

2. **Observation Status** means outpatient services a Member receives at a Hospital pending determination of inpatient admission or discharge. Members may be in Observation Status in the emergency department or another area of the Hospital.

3. **Obstetrical Services**, which are maternity-related medical, Hospital or surgical services including prenatal and postnatal care. Hospital maternity stays are 48 hours in duration for a vaginal delivery and 96 hours in duration for a Cesarean section, unless the Provider and mother agree to a lesser timeframe.

4. **Emergency Outpatient Care.** GHC-SCW covers Emergency Outpatient Care provided on an outpatient basis in a hospital emergency room including necessary related diagnostic tests and procedures performed at the time of the emergency visit. Outpatient status is determined by a Member not being assigned a hospital bed for receipt of these services.

5. **Skilled Nursing Facility Care** means the observation and/or services which require a qualified nurse or therapist (i.e., dressing changes, tube feedings, physical therapy, occupational therapy) and which are rendered on a daily basis (i.e., physical therapy x five days) in a convalescent or chronic disease facility licensed by the State of Wisconsin as a Skilled Nursing Facility. The Benefit does not include custodial or domiciliary services for chronic conditions. Determinations for care are made by the GHC-SCW Medical Director. The Benefit is limited to 30 days per Inpatient stay. Coverage must be certified as Medically Necessary and is recertified as Medically Necessary every seven (7) days. A Skilled Nursing Facility may
be operated independently or as part of a Hospital, but does not include a facility providing services primarily for custodial or domiciliary care.

Members who enter a licensed Skilled Nursing Facility within 24 hours after discharge from a general Hospital and receive continued treatment for the same medical or surgical condition for which the Member had been treated at such Hospital prior to entry to the Skilled Nursing Facility shall have a Benefit of no more than the maximum amount specified in this Certificate, when determined to be Medically Necessary and in lieu of inpatient Hospital care.

Benefits can be denied or shortened for Members who are not progressing in goal-directed rehabilitation services or if discharge rehabilitation goals have previously been met.

6. **Hospitalization for an Emergency Condition.** The Member or Subscriber shall cooperate in the Member's transfer, as soon as medically permissible, to a Hospital with which In-Network Providers have staff affiliation for treatment by an In-Network Provider. GHC-SCW retains the right to designate the Provider of the assessment and treatment services, including possible transfer back into the Service Area.

7. **Inpatient Benefits beyond date of release.** The time period for which Benefits under this Article shall be available to a Member while this Certificate or the Group Service Agreement is in effect shall be unlimited, except as otherwise specifically provided in this Article V; however, the duration of any Hospital or Skilled Nursing Facility Confinement shall be determined by the In-Network Provider attending the Member, or by the attending Provider when admission is under an Emergency Condition. No inpatient Benefits will be provided under this Certificate or the Group Service Agreement beyond the date a Member's release from the Hospital or Skilled Nursing Facility unless ordered or authorized by the In-Network Provider or attending Provider.

8. **Inpatient Mental Health Care.** Benefits for a Member admitted to or confined in a Hospital or Skilled Nursing Facility, whether by an In-Network Provider or in an Emergency Condition by any Provider, for mental, nervous, emotional, personality, or eating disorders, or for attempted suicide, as specified in this Certificate, and shall be limited to care in a Hospital or in a Skilled Nursing Facility.

9. **Inpatient Treatment for Substance Use Disorder.** Benefits for a Member admitted to or confined in a Hospital or Skilled Nursing Facility, whether by an In-Network Provider or in an Emergency Condition by any Provider, for substance use disorder, and shall be limited to care in a Hospital or in a Skilled Nursing Facility.

10. **Hospital Room and Accommodations** If, at the time a Member applies for admission to a Hospital, there is available for such Member's care a bed in a room regularly containing two beds, then the Member shall be entitled to such accommodations. If no such bed in a two-bed room is then available, the Member shall be entitled to accommodations in a room containing three or four beds. If there is not then available a bed in a room containing two to four beds, the Member shall be entitled to accommodations of a different classification until a bed in a room containing from two to four beds is available. If, for any reason, without the order or concurrence of an In-Network Provider, a Member occupies a private room, (i.e., a room containing only one bed., GHC-SCW will pay for such private room the amount of the Hospital's most common semi-private room charge, and the additional private-room charge, if any, shall be the responsibility of the Member.

U. **HYPERHIDROSIS**

*Prior Authorization Required*
Medically Necessary treatment for Hyperhidrosis is provided only when recommended by an In-Network Provider and authorized by the GHC-SCW Medical Director.

V. INFERTILITY SERVICES

Prior Authorization May Be Required

Infertility Services received at an In-Network infertility clinic include, but are not limited to consultation, physical examinations, office visits and other non-experimental, non-investigational procedures designed to reverse involuntary medical sterility. Artificial insemination services are covered for a period not to exceed one year. See Article VI for specific exclusions to this Benefit.

Laboratory tests and x-rays, including hysterosalpingograms, are covered only if these procedures are performed at an In-Network Clinic.

Laparoscopy is limited to one procedure per lifetime for diagnostic or therapeutic purposes for infertility services. Tuboplasty for the removal of fallopian tube obstruction is limited to one procedure per lifetime.

Infertility Services do not apply to the Member’s Maximum Out-of-Pocket (MOOP). This may vary for Members enrolled on a High Deductible Health Plan. For additional information on Infertility Services and High Deductible Health Plans, please contact GHC-SCW Member Services at (608) 828-4853.

W. INJECTABLE PRESCRIPTION DRUGS

Prior Authorization Required

Coverage of specialty drugs administered by intravenous (medication administered directly into the blood) or intramuscular injection (a shot in the arm, leg or buttocks) in the clinic or office setting are covered only when coverage criteria are met, unless required for immediate treatment of an acute medical problem. Also see Article VI for specific exclusions related to this Benefit.

X. MEDICAL DIAGNOSIS

Prior Authorization May Be Required

Medical diagnosis, care, and treatment by one or more Providers:

1. At a Hospital or Skilled Nursing Facility in which the Member is confined on the order or with the concurrence of an In-Network Provider;

2. At an In-Network Clinic; or

3. At any other location authorized by GHC-SCW.

Y. MEDICAL SUPPLIES, INCLUDING COVERED DURABLE AND DISPOSABLE MEDICAL EQUIPMENT AND PROSTHETIC APPLIANCES

Prior Authorization May Be Required

GHC-SCW will provide payment for the amount specified in the Benefit Summary of the Reasonable and Customary Fees and Charges for the rental and/or purchase charge of durable and disposable medical equipment and prosthetic appliances.
1. **Prosthetic Appliances.** GHC-SCW will provide payment for the initial acquisition and Medically Necessary revision or replacement of prosthetic appliances, which are artificial devices used to replace all or part of an external body part, obtained pursuant to an order of a Provider. Benefits continue to be available for items required by the Women’s Health and Cancer Rights Act of 1998.

2. **Durable and Disposable Medical Equipment and Supplies** means those items or equipment that are able to withstand repeated use, are primarily and customarily used to serve a medical purpose, and are generally not necessary to a person in the absence of illness or injury. Medical equipment and supplies will be provided to all GHC-SCW Members when deemed Medically Necessary. Supplies or equipment may be provided at an In-Network Clinic or purchased or rented from a contracted GHC-SCW durable medical equipment Provider. GHC-SCW retains the right to reclaim such equipment in the event that GHC-SCW determines that there is no medical basis for its continued use by a Member or if the Member is no longer entitled to receive Benefits from GHC-SCW. Examples of covered durable and disposable medical equipment and supplies, when deemed Medically Necessary, include, but are not limited to:

   a. Initial acquisition of artificial limbs or eyes
   b. Breast prosthesis
   c. Compression stockings (JOBST)
      i. The Benefit is limited to three (3) pairs per Member per year.
   d. Oxygen therapy and other inhalation therapy and related items for home use
   e. Foot orthotics that are custom molded to the Member’s foot are covered subject to the following limitations:
      i. The Benefit is limited to one pair of orthotics every 24 months;
   f. Splints, trusses, crutches, dressings, casts, orthopedic braces and appliances
   g. One basic lens (contact lens or framed lens) per eye for specific medical or surgical conditions including Keratoconus, Cataracts, and Aphakia when there is a change in vision acuity requiring a new prescription for the affected eye(s).
   h. Ostomy supplies and certain catheters
   i. Insulin infusion pumps
   j. TENS units
   k. Bone Anchored Hearing Aid (BAHA) Transmitter
   l. Light boxes
   m. Breast Pumps and Breast Feeding Supplies in conjunction with each birth, for the duration of breastfeeding
   n. TMJ Splints

3. Replacement of the insulin infusion pump, durable medical equipment, prosthetics, or breast pump and related breast feeding supplies is available if, in the judgment of the GHC-SCW Medical Director, the
equipment is no longer adequate to meet Medical Necessity warranty and/or has exceeded its reasonable lifetime under normal use or the Member’s condition has significantly changed so as to make the original equipment inappropriate.

Z. MENTAL HEALTH AND SUBSTANCE USE DISORDER (SUD) SERVICES

Prior Authorization May Be Required

Mental Health Services and Substance Use Disorder (SUD) Services must be Medically Necessary and received from an In-Network Provider. Court-ordered services must be Medically Necessary. These services may not be covered if provided by an Out-of-Network Provider, unless the services are a result of an Emergency Detention or there is an Emergency Condition and you or your Provider notifies GHC-SCW within 72 hours after the initial services.

Coverage of Mental Health Services and Substance Use Disorder Services are provided in accordance with the Mental Health Parity and Addiction Equity Act of 2008.

1. **Inpatient Hospital Services**: Mental Health Services and/or SUD Services provided to a Member in a GHC-SCW contracted Hospital as a bed patient in the Hospital.

2. **Outpatient Services**: Non-residential Mental Health Services and/or SUD Services provided to the Member, and if for the purpose of enhancing the Member’s treatment, a collateral (immediate family Member) if covered under this plan, by any of the following:
   a. A program in an outpatient treatment facility, if both the program and facility are approved by the Department of Health Services; and
   b. Services provided in an Outpatient In-Network Facility or in an IN-Network Provider’s office who has completed a residency in psychiatry or a psychologist licensed under Wisconsin Statutes as a clinical psychologist, or is a clinical social worker, marriage and family therapist, or a professional counselor who is licensed under Chapter 457 of the Wisconsin Statutes.

3. **Transitional Treatment Services**: Mental Health Services and/or SUD Services that are provided in a less restrictive manner than are Inpatient Hospital Services but in a more intensive manner than Outpatient Services are considered Transitional Treatment Services. Such Transitional Treatment Services are limited to:
   a. Mental Health Services for adults in a day treatment program offered by an In-Network Provider;
   b. Mental Health Services for children and adolescents in a day treatment program offered by an In-Network Provider;
   c. Services for persons with chronic mental illness provided through a community support program;
   d. Residential treatment programs for SUD dependent persons;
   e. Services for SUD provided in a day treatment program;
   f. Intensive outpatient programs for the treatment of psychoactive Substance Use Disorders (SUD) provided by an In-Network Provider;
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GHC-SCW Member Services: (608) 828-4853
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AA. NUTRITIONAL AND DIETARY PROFESSIONAL SERVICES

Prior Authorization Required

General Nutrition Education is covered when provided by an In-Network Provider.

Medical Nutrition Therapy (MNT) associated with disease management is considered on a case by case basis for coverage by the GHC-SCW Care Management Department.

BB. OBSTETRICAL AND GYNECOLOGICAL SERVICES

Prior Authorization May Be Required

Obstetrical Services including Providers’ services for delivery of a baby under normal conditions of pregnancy, for abnormal conditions and complications of pregnancy, and for prenatal and postnatal care are covered under this section.

Newly enrolled members who are at least 32 weeks pregnant may elect to remain with the physician who has been providing the member obstetrical care prior to their enrollment, until completion of postpartum care for herself and her infant. Obstetrical Services are subject to Benefit limitations as outlined in Article VI: Exclusions and Limitations.

Lactation support and counseling is covered when provided by a trained, In-Network Provider. See the Medical Supplies, Including Covered Durable and Disposable Medical Equipment and Prosthetic Appliances section of this Certificate for Breast Pumps coverage.

CC. OUT-OF-AREA CARE

Prior Authorization Required

Out-of-Area Care means care provided while a Member is temporarily (Member must reside in the Service Area for at least 75% of the days in any 12-month period) more than 50 miles away from a GHC-SCW Clinic or outside the United States and is covered and limited as follows:

1. Medical care that is the treatment of an Emergency Condition or an Urgent Condition. Coverage includes only such diagnostic testing, treatment, medical supplies, and lab tests, which in the opinion of the GHC-SCW Medical Director, are necessary to treat the condition on an emergency or urgent care basis. Coverage does not include testing or treatment for an ongoing or chronic condition. GHC-SCW must be notified of services relating to an Emergency Condition within 48 hours of the onset of the Emergency Condition, or as soon as reasonably possible thereafter. GHC-SCW must be notified of services relating to an Urgent Condition prior to receiving such care. GHC-SCW retains the right to have subsequent services delivered by its own Provider panel. Routine health care services are not covered when a Member is Out-of-Area.

Coordinated emergency Mental Health Services for persons who experience a mental health crisis or who are in a situation likely to turn into a mental health crisis if support is not provided. Services must be provided by a program certified by the Department of Health Services for the period of time the Member is experiencing a mental health crisis until the Member is stabilized or referred to other Providers for stabilization. Certified emergency mental health service Providers shall provide timely notice to the GHC-SCW Care Management Department to facilitate coordination of services for Members who are experiencing or are in a situation likely to turn into a mental health crisis.
Article V: Covered Health Services

2. Out-of-Area Care means any service provided to Members outside of GHC-SCW’s Service Area.

3. Examinations, evaluations, and treatment pursuant to an emergency detention, a commitment, or a court order in a commitment proceeding, or a court order in a proceeding for guardianship and protective services. GHC-SCW must be notified within 72 hours of the initial provision of services. GHC-SCW retains the right to have subsequent services delivered by its own Provider panel.

4. **Coverage outside the Service Area for full-time students:** A covered Dependent child, who is a full-time student attending school outside the service area, but within Wisconsin, will have coverage for limited outpatient services received from Out-of-Network Providers for Mental Health and Substance Use Disorders. The Dependent student must be attending an institution that is vocational, technical, or an adult education school; a college or university; or any institution that grants a bachelor’s or higher degree. Coverage is provided for a clinical assessment of the Dependent student’s nervous or mental disorders or alcoholism or other drug abuse problems. If outpatient services are recommended in the clinical assessment, not more than five (5) visits to an Out-of-Network Provider outpatient treatment facility or other Provider will be covered. The GHC-SCW Medical Director will review the Dependent student’s condition following five visits and will determine if GHC-SCW will cover additional services. The clinical assessment and outpatient treatment must be obtained from a facility located in reasonably close proximity to the school in which the student is enrolled. GHC-SCW retains the right to designate the Provider of the assessment and treatment services. Services are not covered if the GHC-SCW Medical Director determines that the treatment will prevent the Dependent student from attending school on a regular basis or if the Dependent student has terminated his or her enrollment in the school. Transitional and Inpatient Mental Health and Substance Use Disorder Services outside the service area are not covered benefits under this section.

5. Coverage for Out-of-Area Care is limited to the coverage provided under this Certificate had such care been provided within the Service Area.

**DD. OUTPATIENT PRESCRIPTION DRUGS**

*Prior Authorization May Be Required*

1. Covered drugs are those which:
   a. Federal law prohibits dispensing without a prescription;
   b. Are approved by the GHC-SCW Formulary Committee and Medical Director or for which a Prior Authorization has been approved. The list of approved drugs is called a Formulary. The content of the Formulary may change over time. GHC-SCW maintains several drug formularies; the number of covered drugs will vary.
   c. Are prescribed in direct and necessary connection with medical or surgical treatment of the injury, illness or condition which is prescribed specifically in association with a GHC-SCW covered benefit;
   d. Are prescribed by an In-Network Provider, a GHC-SCW Consulting Provider, a GHC-SCW Provider to whom the member has an approved written referral, or a contracted dental provider in conjunction with covered dental services;
   e. Are obtained from a participating pharmacy. If the member uses a non-authorized pharmacy, reimbursement for that prescription may be limited to the amount the plan would be
responsible for if the member had used an authorized pharmacy. Specialty drugs may be required to be obtained from a designated Specialty Pharmacy.

f. Drugs not on Formulary may be granted coverage via Prior Authorization. Factors considered in evaluating coverage requests include but are not limited to: FDA approval, FDA indications and recommended doses, and the quality of supporting evidence of medical need and product efficacy.

g. Compounded prescriptions are only covered when
   i. The primary ingredient is on the GHC-SCW formulary, and all other ingredients are FDA approved,
   ii. The resulting product is well-supported by medical literature as reasonable and generally accepted medical practice, and
   iii. When equivalent or similar products are not available commercially.
   iv. Compounds above a cost threshold also require Prior Authorization.

Please refer to www.ghcscw.com or contact GHC-SCW Member Services at (608) 828-4853 or (800) 605-4327, ext. 4504 for a current GHC-SCW Formulary list.

2. The quantity of drug covered is limited to the amount prescribed, up to a 30-day supply, with the following exceptions:
   a. Drugs on Tier 1 and Tier 2 may be dispensed in 90 days’ supply at participating pharmacies if the result does not exceed the current maximum cost limit.
   b. If the drug is assigned a quantity limit on the Formulary or by Prior Authorization, the lesser quantity limit will apply.

3. Covered prescriptions are subject to Copayments or Coinsurance as specified in the Benefit Summary.
   a. Covered drugs are placed in various categories or Tiers. Each Tier may have different cost-sharing requirements of the member, as identified on the Benefit Summary. Tier 1 drugs include most preferred generics and selected preferred brands. Tier 2 contains most preferred brands, and selected generics. Tier 3, when applicable, contains non-preferred drugs and Tier 4 contains drugs commonly referred to as Specialty Drugs. Drugs listed on Formulary documents may require Prior Authorization or step-therapy to be covered. At the plan’s discretion, drugs may move from one Tier to another Tier.
   b. Copayments are applied to the lesser of the prescribed amount, a 30-day supply, the quantity limit for that drug, or the quantity contained in manufacturer packaging. For prescriptions where the quantity allowed is greater than a 30-day supply, Copayments are applied for each 30 day increment, such that prescriptions containing a 31 to 60 day supply will incur two Copayments, and those containing a 61 to 90 day supply will incur three Copayments. Coinsurance is applied to the contracted approved price of the prescription, subject to quantity limits.
c. GHC may sponsor specific temporary programs which may result in reduced Copayment or Coinsurance for certain drugs or certain pharmacies, as approved by the GHC-SCW Medical Director or Chief Medical Officer.

d. Members will pay 100% of the prescription price for drugs not covered on the Formulary. If Prior Authorization is granted for a non-formulary drug, GHC will assign that drug to a formulary tier for the purpose of determining the Copayment or Coinsurance. Prior Authorization may granted based on criteria established by the plan, or when alternative drugs on formulary are not well-supported by evidence-based medical literature.

e. When a covered drug is available as both a brand-name and equivalent generic product, only the generic will be on the Formulary. Prior Authorization may be granted for the branded product if all reasonable formulary alternatives have failed, and the member responsibility will include the copay plus the difference in cost between the brand and generic.

f. Drugs recognized as Biosimilar by the FDA may have preferred status in a manner similar to how generics are preferred over equivalent branded drugs.

g. For compounded prescriptions the Tier 2 Copayment or Coinsurance will apply, unless the compound exceeds the current maximum cost limit for compounded prescriptions. When the compound exceeds the cost limit, the Prior Authorized prescription will be assigned a tier for member financial responsibility purposes.

4. Drugs for the treatment of HIV infection are covered if prescribed by the Member’s Provider and are approved by the Federal Food and Drug Administration (FDA) for treatment of HIV infection or a medical condition related to HIV infection, including drugs that are in or have completed a phase 3 clinical investigation.

5. Specialty Drugs are those drugs designated as “Specialty” by the Formulary Committee. These drugs are identified on the Formulary with a Tier of SP or MSP.

6. Excluded from coverage are:

   a. Drugs that may be lawfully obtained without a prescription;

   b. Drugs that are not on the GHC-SCW formulary;

   c. Refills of prescriptions in excess of the number specified by the Provider;

   d. New prescriptions or refills on prescriptions after one year from the date ordered by the Provider;

   e. Drugs that are specifically excluded or limited elsewhere in the policy;

   f. Drugs that are used for weight control or reduction;

   g. Drugs used to treat sexual dysfunction;

   h. Prescriptions for off-label uses or not supported by evidence-based medical literature;

   i. Drugs used in conjunction with non-covered services; or

   j. Experimental drugs or drugs labeled “Caution: Limited by Federal Laws to investigational use.”
k. Medical Foods, unless authorized under provisions in Article V: Covered Health Services of the certificate.

EE. OUTPATIENT REHABILITATION THERAPIES

Prior Authorization May Be Required

1. Outpatient Rehabilitation Therapies must be administered by a licensed Provider. Outpatient Rehabilitation Therapies include:
   a. Physical Therapy and Occupational Therapy – limited to forty (40) combined visits per Member per year;
   b. Vision Therapy – limited to twenty (20) visits per Member per year;
   c. Speech Therapy – limited to twenty (20) visits per Member per year;
   d. Cognitive Therapy – limited to twenty (20) visits per Member per year;
   e. Pulmonary Therapy – This Benefit is limited to twenty (20) sessions per Member per year when Medically Necessary or following a Hospital Confinement for lung transplantation;
   f. Cardiac Therapy - This Benefit is limited to thirty-six (36) sessions per Member per year when Medically Necessary or following a Hospital Confinement for:
      i. myocardial infarction;
      ii. coronary bypass surgery;
      iii. unstable angina pectoris;
      iv. angioplasty;
      v. heart valve surgery; or
      vi. cardiac transplantation.
   g. Post-cochlear Implant Aural Therapy – limited to thirty (30) visits per Member per year.

2. See Article VI for specific exclusions to this Benefit.

FF. PERIODIC HEALTH EXAMINATIONS

Prior Authorization Not Required

Periodic Health Examinations, as deemed appropriate by In-Network Providers with respect to the age, sex, and health status of the Member.

GG. PHYSICIAN SERVICES

Prior Authorization May Be Required

Physician Services include:
1. medical diagnosis, surgical services, obstetrical services, pediatric care, mental health care, and periodic health examinations, as outlined separately in Article V: Covered Health Services; and

2. medical team conferences to include face-to-face participation by qualified health care professionals from different specialties or disciplines (each of whom provide direct care to the patient), with or without the presence of the patient, family Member(s), community agencies, surrogate decision maker(s) (eg, legal guardian), and/or caregiver(s).

HH. PREVENTIVE SERVICES

Prior Authorization May Be Required

Coverage for Outpatient preventive services include:

1. **Well-Child Physical Health Examinations** and screenings for Members age 17 and under, as deemed appropriate by an In-Network Provider with respect to the age, sex, and health status of the Member, as specified within GHC-SCW’s preventive health guidelines.

2. **Adult Physical Health Examinations** for Members age 18 and older, as deemed appropriate by an In-Network Provider with respect to the age, sex, and health status of the Member as specified within GHC-SCW’s preventive health guidelines.

3. **Immunizations** specified within GHC-SCW’s preventive health guidelines or other GHC-SCW protocols, administered by an In-Network Provider or a Provider to whom the Member has been referred by an In-Network Provider. Provided immunizations include, but are not limited to: polio, tetanus, measles, mumps, rubella, varicella (chicken pox), hepatitis B, influenza, pertussis and diphtheria.

4. **Evidence-informed preventive care and screenings** for infants, children, and adolescents as provided for in comprehensive guidelines supported by the Health Resources and Services Administration (HRSA).

5. **Hearing Examinations** to determine the need for hearing correction including the initial evaluation and fitting of hearing aids.

6. **Mammography** is a covered Benefit for women age 35 to 39 with a history of breast cancer, and for women age 40 and over, annual mammograms are covered.

7. **Preventive health procedures** as deemed appropriate by the United States Preventive Services Task Force (USPSTF) or services provided by an In-Network Provider which meet specific GHC-SCW medical criteria with respect to the age, sex, and health status of the Member. Services and/or testing for ongoing diagnosis and treatment of a condition are not preventive services.

8. **Services for Chronic Conditions**, including but not limited to asthma, diabetes, chronic heart failure, chronic obstructive pulmonary disease, hypertension and smoking. Services are subject to GHC-SCW protocols. Specifically, FDA approved smoking cessation drugs with a prescription from a healthcare Provider are covered.

9. **Colorectal Cancer Screening**, includes coverage of colorectal cancer examinations and laboratory tests for all of the following: (1) A Member who is 50 years of age or older, or (2) A Member who is under 50 years of age and at high risk based upon the evidence based medicinal guidelines issued by the U.S. Preventive Task Force (USPSTF), the National Cancer Institute, or the American Cancer Society for colorectal cancer. Medically Necessary covered screenings shall include the following tests or procedures: fecal occult blood test (gFOBT); fecal immunochemical test (FIT); flexible sigmoidoscopy;
II. PROSTHETIC APPLIANCES

Prior Authorization Required

See the Medical Supplies entry in Article V: Covered Health Services.

JJ. RECONSTRUCTIVE PROCEDURES

Prior Authorization Required

Reconstructive procedures when the primary purpose of the procedure is either to treat a medical condition or to improve or restore physiologic function. Reconstructive procedures include surgery or other procedures which are associated with an injury, sickness or congenital anomaly. The primary result of the procedure is not a changed or improved physical appearance.

Reconstructive surgery due to defect or abnormality at birth. Surgery when performed to restore, improve or repair function due to an abnormal physical condition of a body part that is associated with congenital defects or birth abnormalities, for example, cleft lip and palate, is considered a covered Benefit under Wis. Stats. 632.895(5). Surgery performed on a Dependent child under the age of 10, or after the age of 10 if the Dependent child has been continuously enrolled in GHC-SCW since the date of birth, for the treatment of congenital anomaly or disease, which has resulted in a functional defect is also considered reconstructive. A congenital anomaly is defined as a defective development or formation of a part of the body, such as cleft lip or palate, which is determined by a Provider to have been present at the time of birth.

Coverage for breast reconstruction following a mastectomy includes implants or surgical reconstruction of breast(s) to produce a symmetrical appearance, prostheses, and treatment of physical complications at all stages. Other services required by the Women’s Health and Cancer Rights Act of 1998, including breast prostheses and treatment of complications, are provided in the same manner and at the same level as those for any other Covered Health Service. You can contact us at the telephone number on your ID card for more information about Benefits for mastectomy-related services.

KK. REDUCTION MAMMOPLASTY

Prior Authorization Required

Surgical services, including preoperative and post-operative care, required services of operative assistants, and administration of anesthesia for reduction mammoplasty is covered when Medically Necessary.

LL. SURGICAL SERVICES

Prior Authorization Required

Medically Necessary Surgical Services, which means the performance of surgical procedures by a Provider; also the performance of surgical procedures by a dentist or podiatrist which may legally be rendered by them. Surgical services must be billed, if at all, by the Provider, dentist or podiatrist who renders the services and regularly charges for such services. This Benefit includes preoperative and postoperative care, required services of operative assistants and administration of anesthesia for the correction of a functional defect caused by injury or illness or to correct a significant congenital anomaly.
Article V: Covered Health Services

MM. THERAPEUTIC TREATMENTS

Prior Authorization Required

1. Therapeutic treatments received on an outpatient basis at a Hospital, other GHC-SCW approved facility, in a Physician’s office or in a patient’s home including dialysis (both hemodialysis and peritoneal dialysis), intravenous chemotherapy or other intravenous infusion therapy and radiation oncology.

Orally administered chemotherapy drugs are covered and are subject to GHC-SCW’s Formulary. Regardless of the plan’s drug coverage, the Member will never pay more than $100 for a 30 day supply for their oral chemotherapy drugs, in compliance with Wis. Stat. Section 632.867.

Covered Health Services include medical education services that are provided on an outpatient basis at a Hospital or a GHC-SCW approved facility by appropriately licensed or registered healthcare professionals when both of the following are true:

a. Education is required for a disease in which patient self-management is an important component of treatment.

b. There exists a knowledge deficit regarding the disease which requires the intervention of a trained health professional.

2. Benefits under this section include:

a. The facility charge and the charge for related supplies and equipment.

b. Physician services.

NN. TRANSPLANTS

Prior Authorization Required

The following human transplant services are provided only when recommended by In-Network Providers. Transplants must be performed at a GHC-SCW approved facility. Transplants at non-GHC-SCW approved facilities are not covered.

1. Corneal transplant (keratoplasty), which includes coverage for the following:

   a. Corneal opacity
   
   b. Keratoconus or any abnormality resulting in an irregular refractive surface not correctable with a contact lens or in a Member who cannot wear a contact lens;
   
   c. Corneal ulcer
   
   d. Repair of severe lacerations

2. Heart Transplants limited to the treatment of:

   a. Congestive Cardiomyopathy
   
   b. End-Stage Ischemic Heart Disease
   
   c. Hypertrophic Cardiomyopathy
d. Terminal Valvular Disease

e. Congenital Heart Disease, based upon individual consideration

f. Cardiac Tumors, based upon individual consideration

g. Myocarditis

h. Coronary Embolization

i. Post Traumatic Aneurysm

3. Heart/Lung

4. Intestinal Transplants

5. Kidney Transplants, including dialysis

6. Liver transplants limited to the treatment of:

   a. Extrahepatic Biliary Atresia

   b. Inborn Error of Metabolism

   c. Alpha-1-Antitrypsin Deficiency

   d. Wilson’s Disease

   e. Glycogen Storage Disease

   f. Tyrosinemia

   g. Hemochromatosis

   h. Primary Biliary Cirrhosis

   i. Hepatic Vein Thrombosis

   j. Sclerosing Cholangitis

   k. Post-necrotic Cirrhosis, Hbe Ag Negative

   l. Chronic Active Hepatitis, Hbe Ag Negative

   m. Alcoholic Cirrhosis, abstinence of 12 or more months

   n. Epithelioid Hemangioepithelioma

   o. Poisoning

   p. Polycystic Disease

7. Lung: Single, Bilateral
8. Pancreas - only covered in conjunction with authorized Kidney transplant available only at the time of a kidney transplant for treatment of end-stage renal disease as a result of diabetic complications.

9. Tandem blood or marrow stem cell transplants for covered transplants. Autologous tandem transplants for:
   a. AL Amyloidosis
   b. Multiple myeloma (de novo and treated)
   c. Recurrent germ cell tumors (including testicular cancer)

10. Blood or marrow stem cell transplants.

11. Allogeneic transplants for:
   a. Acute lymphocytic or non-lymphocytic (i.e., myelogenous) leukemia
   c. Acute myeloid leukemia
   d. Advanced Myeloproliferative Disorders (MPDs)
   e. Amyloidosis
   f. Chronic lymphocytic leukemia/small lymphocytic lymphoma (CLL/SLL)
   g. Chronic myelogenous leukemia
   h. Hemoglobinopathy
   i. Infantile malignant osteopetrosis (Albers-Schoenberg disease or marble bone disease)
   j. Marrow Failure and Related Disorders (i.e., Fanconi’s, PNH, Pure, Red Cell Aplasia)
   k. Myelodysplasia/Myelodyplastic syndromes
   l. Paroxysmal Nocturnal Hemoglobinuria
   m. Phagocytic/Hemophagocytic deficiency diseases (e.g., Wiskott-Aldrich syndrome)
   n. Severe combined immunodeficiency
   o. Severe or very severe aplastic anemia

12. Autologous transplants for:
   a. Acute lymphocytic or non-lymphocytic (i.e., myelogenous) leukemia
   b. Advanced Hodgkin’s lymphoma with reoccurrence (relapsed)
   c. Advanced non-Hodgkin’s lymphoma with reoccurrence (relapsed)
d. Amyloidosis

e. Breast Cancer

f. Epithelial ovarian cancer

g. Ewings Sarcoma

h. Multiple myeloma

i. Neuroblastoma

j. Testicular, Mediastinal, Retroperitoneal, and ovarian germ cell tumors

**OO. TRANSPANT DONOR SERVICES**

*Prior Authorization Required*

Transplant-related donor, medical, and hospital expense are covered when the recipient’s (Member’s) transplant is approved and covered under this Certificate and the donor has a blood relationship to the recipient (Member). Organ-procurement costs are limited to those costs directly related to the procurement of an organ from a human cadaver or compatible living human donor.

**PP. URGENT CARE**

*Prior Authorization May Be Required*

If you have an Urgent Condition you should: First CONTACT YOUR PRIMARY CARE CLINIC to see if you can make an appointment with your Primary Care Provider (PCP). If your PCP is not available, your primary care clinic will instruct you to go to a specified urgent care clinic. Clinic phone lines are answered anytime day or night.

If you are instructed by your PCP to seek services from an Out-of-Network Provider for urgent care, you should contact the GHC-SCW Care Management Department to report that you received services from an Out-of-Network Provider. GHC-SCW will determine Benefits at the time of claim.

**QQ. VIRTUWELL**

*Prior Authorization Not Required*

Coverage is limited to three Virtuwell visits per Member per year. If it is deemed Medically Necessary that the Member be seen by his/her Primary Care Provider or seek Emergency Medical Treatment, the Virtuwell visit will not count toward one of the covered visits.

**RR. VISION SERVICES**

*Prior Authorization Not Required*

1. Eye Examinations to determine the need for corrective eyeglass lenses and the written prescription for corrective eyeglass lenses for Members by an In-Network Provider, or an ophthalmologist to whom the Member has been referred by an In-Network Provider. This benefit is limited to one (1) exam per Member per year.
2. All vision services covered under this section are subject to the terms, conditions, restrictions, exclusions and limitations that apply to any other coverage under this Benefit plan. All vision services under this section must be received from In-Network Providers at In-Network Clinics.
ARTICLE VI: EXCLUSIONS AND LIMITATIONS

I. EXCLUSIONS

If a GHC-SCW Provider or GHC-SCW Clinic offers specialty medical care required by a Member, a Member shall utilize the GHC-SCW Provider or GHC-SCW clinic. Specialty medical care provided by a non-GHC-SCW Provider, whether or not the Provider is an In-Network Provider, is not covered if the service requested may be provided by a specialty GHC-SCW Provider. Members must receive care from In-Network Providers. Use of Out-of-Network Providers will result in the Member being financially responsible for full payment of services, unless Member has obtained Prior Authorization for such Out-of-Network services from GHC-SCW.

A. AUTISM SPECTRUM DISORDER SERVICES

1. Travel: Travel time by Providers, Therapists, Professionals or Paraprofessionals is not a covered Benefit. Travel time will not be used to calculate the number of hours of care provided per week to the Member.

2. Services provided by a non-qualified Provider or a non-qualified professional.

3. Services provided by an Immediate Family Member who is otherwise an Autism Qualified Provider for treatment rendered to the Member.

4. Services provided to a Member who is residing in a residential treatment center, inpatient treatment or day treatment facility.

5. The cost for the facility or location or for the use of a facility or location when treatment, therapy or service is provided outside of the Member’s home.

6. Custodial or respite care.

7. Chelation therapy.

8. Special diets or supplements

9. Animal-based therapy including hippotherapy.

10. Acupuncture and Cranial Sacral therapy (except as provided under the Complementary Medicine Benefit provisions of this plan).

11. Hyperbaric oxygen therapy.


14. Services or treatment provided by a school.

15. Sensory integration.

B. BLOOD DONOR SERVICES
Items and services for blood or services of a blood donor. However, payment shall be made for charges for processing and administration of blood and its components;

C. **COMMON USE SUPPLIES**

Purchase or rental of supplies of common use, including but not limited to heating pads, hot water bottles, air purifiers, and air conditioners;

D. **COMPLEMENTARY MEDICINE SERVICES**

Any Complementary Medicine services that are not within the scope of a Provider’s professional license, and services not provided by a GHC-SCW Provider at a GHC-SCW Clinic. The Complementary Medicine services available do not represent the full spectrum of services that are available to the public. Non-formulary medications and devices will not be covered. Complementary Medicine Services do not apply to the Member’s Maximum Out-of-Pocket (MOOP).

E. **CONFINEMENT PRIOR TO EFFECTIVE DATE**

Services related to an admission or Confinement which occurs prior to, and continues on or after the Member’s effective date when GHC-SCW coverage replaces other group coverage. Eligibility is not affected by this provision;

F. **COSMETIC SERVICES**

Excluded from coverage: Reconstructive surgery and/or cosmetic treatment, repair of accidental injury (unless representing a medical/surgical necessity) except as indicated in this policy. This also includes any cosmetic services or surgical procedures performed for psychological reasons. Examples include but are not limited to: blepharoplasty, breast surgeries (except as noted in Article V, breast reconstruction following mastectomy), chalazion treatment, chemical peels, revision of previous procedures done on the face/head, sclerotherapy for varicose veins, septoplasty/rhinoplasty, treatment of benign skin lesions, including sebaceous cysts, keloids, scars, skin tags and lipomas;

G. **CUSTODIAL CARE**

Care which is primarily for the purpose of meeting personal needs and which could be provided by persons without professional skill or training. For example, custodial care includes help in walking, getting in and out of bed, bathing, dressing, eating, preparing special diets, and taking medicine;

H. **DENTAL SERVICES**

The only dental services provided are limited oral surgical procedures, dental services related to accidental injuries, treatment of TMJ disease and dental-related hospital and anesthetic services. Preventive, intermediate, major and orthodontia services and supplies are excluded. Services and supplies for the treatment of bruxism are not covered.

I. **DRUG SCREENING**

Drug Screening of illicit or illegal drugs/substances is excluded, except for Members in active treatment for Substance Use Disorder or for a disease that requires abstinence from a specific drug;

J. **DUPLICATE SERVICES**

K. **DURABLE AND DISPOSABLE MEDICAL SUPPLIES AND EQUIPMENT**
See Medical Supplies entry in Article VI: Exclusions and Limitations; Home dialysis is covered under Durable Medical Equipment Benefit.

L. **ELECTIVE ABORTIONS**

Services, drugs, or supplies related to abortions, except when:

1. The pregnancy is the result of an act of rape or incest;
2. There is a significant fetal abnormality;
3. The life of the mother would be endangered if the fetus were carried to term;
4. The mother suffers from a physical injury, disorder, or illness that would place her life in danger unless an abortion was performed; or
5. Select fetal reduction in multiple pregnancy is recommended by a high-risk obstetrical specialist or neonatologist.

M. **ELECTROLYSIS SERVICES**

N. **EMERGENCY OUTPATIENT CARE**

Services including evaluation by medical personnel received by a GHC-SCW Member who leaves an Emergency Room Department prior to being seen by a physician;

O. **END OF LIFE SERVICES**

End of Life Benefits will not be paid for:

1. Room and board beyond Medically Necessary stays,
2. Funeral arrangements,
3. Pastoral counseling,
4. Financial or legal counseling, including but not limited to estate planning or the drafting of a will; and
5. Homemaker or caretaker services not solely related to care of the Member, including but not limited to:
   a. sitter or companion services for either the terminally ill Member or other family Member
   b. transportation
   c. housecleaning
   d. house maintenance; and
   e. respite or residential care furnished by any Provider or facility during a period of time when the Member’s family or usual caretaker cannot or chooses not to attend the Member’s needs for any reason;

P. **FAMILY MEMBER PERFORMING SERVICES**

Any prescriptions written by a licensed Provider for use by the Provider or his or her Immediate Family Member.
Any treatment, services and/or supplies provided by, or supplied at the direction of, a Member, a Member’s Immediate Family Member or any other person living with the Member or a Dependent in a similar fashion.

Q. **FOOD/INFANT FORMULA, ORAL NUTRITION, AND ENTERAL NUTRITIONAL PRODUCTS**

Food/Infant formula, oral nutrition, and enteral nutritional products (Medical Foods). GHC-SCW will only cover Enteral feeding supplies when we preauthorize the treatment. If we determine Enteral feedings are not Medically Necessary, we will not cover the related services, treatments, or products.

R. **FUNCTIONAL CAPACITY EVALUATIONS**

Functional capacity evaluations, including driver-readiness programs;

S. **GASTRO-INTESTINAL SURGICAL PROCEDURES**

Gastro-Intestinal Surgical Procedures, including but not limited to:

1. Surgical, gastric restrictive procedure, gastric bypass and Roux-en Y gastroenterostomy,
2. Gastric stapling surgery,
3. Biliopancreatic bypass;
   Also see Obesity-related services for related exclusions;

T. **GENERAL EXCLUSIONS**

1. **Medically Necessary/Medical Necessity.** Any services that are not Medically Necessary, as determined by the GHC-SCW Medical Director, are excluded;
2. **Prior Authorization.** Items and services provided by or on the order of any Provider of care or service without the Prior Authorization of the GHC-SCW Care Management Department, except for an Emergency Condition or for an Urgent Condition when outside the Service Area. If Prior Authorization is not received prior to the date of service and/or receipt of supplies, your Provider should contact GHC-SCW’s Care Management Department for a determination of Medical Necessity;
3. **Act of War.** Items and services required as a result of war or any act of war, declared or undeclared, insurrection, riot, acts of terrorism, or sustained while performing military services;
4. **Ongoing Medical Necessity.** Items and services provided or rendered after a Member’s condition ceases to require such items or services. The furnishing by GHC-SCW of a portion of such items or services, or payment therefore shall not require GHC-SCW to continue furnishing or providing payment for such items or services;
5. **US Government Health Facilities.** Services provided in any Hospital or other institution operated by or for any agency of the government of the United States or of a state, or by any subdivision of such an agency, and where the Member has no legal obligation to pay for such items or services;
6. **Experimental/Investigational Treatment.** Items and services for or in connection with Experimental or Investigational surgery or treatment, or which are Experimental or Investigational prosthetic appliances or durable medical equipment, except such surgery, treatment, appliance, or equipment as may be expressly Prior Authorized by the GHC-SCW Medical Director.
See Article I: Definitions for a description of mandated coverage of services through the 2005 Wisconsin Act 194 regarding Cancer Clinical Trials and coverage for clinical trials for life-threatening diseases or conditions as required under PPACA (2010).

7. **Services before effective date. Services after termination date.** Services provided before a Member’s Individual Effective Date or after the date coverage under a Group Service Agreement or this Certificate terminates with respect to a Member. A Member who is an inpatient in a Hospital at the time coverage terminates will be entitled to inpatient Hospital services until discharge, as defined in Article II: Coverage;

8. **Services while incarcerated** to include treatment, services (including emergency), and supplies provided while the Member is held, detained or imprisoned in a local, state or federal penal or correctional institution, or in the custody of local, state or federal law enforcement authorities, except as specifically required by state or federal law. Persons on work release, who are GHC-SCW Members, will have coverage for Benefits under this Certificate;

9. **Any charge for an appointment a Member does not attend.** This exclusion not apply to a Medically Necessary family psychotherapy appointment without the subject patient present provided the patient is (age 17 or younger) and the purpose is treatment of the patient’s condition, and there is a need to assess and assist the capability of the family member(s) care of the patient;

10. **Services for injuries incurred during the commission of a crime.** Services, treatments, and/or supplies associated with a condition, illness, injury or disability caused by (a) a Member engaging in an illegal occupation; or (b) a Member’s commission of, or attempt to commit, an illegal act that results in a criminal charge. A Member acquitted of all criminal charges shall not be subject to this exclusion and shall be eligible to receive coverage of such services, treatments and/or supplies pursuant to the terms of this Certificate.

This exclusion does not apply to services, treatments and/or supplies for injuries that are the result from an act of domestic violence.

11. **Complications, consultations, services and procedures related to a non-covered procedure.** Complications, consultations, services and procedures related to a procedure that is non-covered pursuant to the terms and conditions under this Certificate. For purposes of this exclusion, a procedure is considered a non-covered procedure regardless of whether the procedure was covered under the health benefit plan or insurance policy at the time the Member received the procedure.

**U. HAIR IMPLANTS/TRANSPALANTS**

**V. HEARING ASSISTIVE DEVICES**

More than one Bone Anchored Hearing Aid (BAHA) device or Cochlear Implant per Member per lifetime; Repair costs, batteries, and any ancillary equipment and services related to your hearing assistance device;

**W. HOME MODIFICATIONS**

Home modifications, including but not limited to wheelchair ramps and grab bars;

**X. HOSPITAL SERVICES**

1. Hospital Inpatient Services
a. Hospital stays, which are extended for reasons other than Medical Necessity, including, but not limited to lack of transportation, lack of caregiver, inclement weather and other like reasons;

b. A continued Hospital stay, if the attending physician has documented that care could effectively be provided in a less acute care setting, for example, Skilled Nursing Facility.

Y. HOUSECLEANING

Housecleaning for any reason;

Z. HYPNOTHERAPY

AA. INFERTILITY PROCEDURES AND SERVICES

1. All costs related to
   a. the procurement and purchase of fresh or frozen semen,
   b. the storage of semen,
   c. in vitro fertilization (IVF),
   d. gamete intrafallopian transfer (GIFT),
   e. cervical lavage,
   f. related procedures and treatments,
   g. the reversal of voluntarily induced sterility; and
   h. Zygote Intra Fallopian Transfer (ZIFT).

2. Laboratory tests and x-rays for the evaluation and treatment of infertility at facilities other than those owned and operated by GHC-SCW are excluded.

3. Excluded are medications for the induction of ovulation treatment of infertility, or to promote carrying a pregnancy to completion and tests and procedures related to the monitoring of these medications.

4. Infertility Services do not apply to the Member’s Maximum Out-of-Pocket (MOOP). This may vary for Members enrolled on a High Deductible Health Plan. For additional information on Infertility Services and High Deductible Health Plans, please contact GHC-SCW Member Services at (608) 828-4853.

BB. KERATOREFRACTIVE SURGERY

CC. MATERNITY CARE

1. Birthing Centers. Services provided in a stand-alone birthing center (this does not include birthing centers at a hospital);

2. Obstetrical Services. GHC-SCW will not pay for Obstetrical Services involved in the 9th month of pregnancy, occurring outside the Service Area, in the absence of a finding by the GHC-SCW Medical Director of justifying circumstances;
3. **Surrogate maternity services.** Treatment, services and supplies for any third party or non-Member Traditional Surrogate or Gestational Carrier who is not covered under this Member Certificate;

4. **Midwife Services.** GHC does cover Midwife Services in limited circumstances. Midwife services are a limited Benefit based upon seeking midwife services at a contracted Provider within your network.

**DD. MEDICAL SUPPLIES, INCLUDING DURABLE AND DISPOSABLE MEDICAL EQUIPMENT, AND PROSTHETIC APPLIANCES**

1. Replacement of durable/disposable medical equipment, supplies and prosthetics due to accident, theft or abuse;

2. Medical Supplies, including durable and disposable medical equipment, supplies and prosthetic appliances must be obtained from a GHC-SCW contracted vendor. If the Member uses a vendor not under contract with GHC-SCW, reimbursement for that equipment and/or supplies may be limited to the amount the plan would be responsible for if the Member had used a GHC-SCW contracted vendor;

3. Medical supplies and durable medical equipment for comfort, personal hygiene and convenience including but not limited to: air conditioners, air cleaners, humidifiers, portable nebulizers, physical fitness equipment, Provider’s equipment, disposable supplies, alternative communication devices and self-help devices not medical in nature;

4. Equipment, models or devices that have features over and above that which is Medically Necessary. Coverage will be limited to the standard model as determined by GHC-SCW. This includes the upgrade of equipment, models or devices to better or newer technology when the existing equipment, models or devices are sufficient and there is no change in the Member’s condition nor are the existing equipment, models or devices in need of repair or replacement;

5. Home testing and monitoring supplies and related equipment except those used in connection with the treatment of diabetes or long-term anticoagulants;

6. Any durable/disposable medical equipment or supplies used for work, athletic or job enhancement;

7. Elastic support stockings (TEDS);

8. Shoes or orthotics not custom made and purchased over the counter;

9. Light boxes;

10. Purchase or rental of motorized equipment unless specifically listed in Article V, including but not limited to: escalators or elevators, saunas, steam baths, swimming pools, whirlpools, exercise equipment, or blood pressure kits;

11. Charges for replacement or repair of durable/disposable medical equipment, supplies, and prosthetics (including prosthetic appliances), unless determined to be Medically Necessary by the GHC-SCW Medical Director;

12. Hair implants, hair pieces, and wigs. A cranial prosthesis is considered a hair piece;

13. Limited to one of the same item per Member at any one time. A second item is covered only if Medically Necessary;

14. Undergarments;
EE. **MENTAL HEALTH AND SUBSTANCE USE DISORDER SERVICES**

**Mental Health.** Items and services for care for mental, nervous, emotional, personality or eating disorders, or for attempted suicide, beyond the services specified in Article V;

**Mental Health Institutions.** Items and services provided in any Hospital or other institution operated primarily for care of the mentally ill;

**Substance Use Disorder Services** beyond the services specified in Article V;

**Supportive Care.**

Telephonic Mental Health Care therapy sessions.

FF. **NEVER EVENTS**

Coverage for medical problems which never would have occurred except through hospitalization, including but not limited to injuries or illnesses that could have been prevented such as certain infections, severe bedsores, fractures, and medical errors.

GG. **OBESITY-RELATED SERVICES**

Obesity-related services including but not limited to: supplies, equipment or facilities in connection with weight control or reduction whether or not prescribed by a Provider or associated with an illness. These are included but not limited to: gastric or intestinal bypasses; gastric balloons; stomach stapling; wiring of the jaw; liposuction; drugs; weight loss programs; physical fitness or exercise programs or equipment. Also see Gastro-Intestinal Surgical Procedures for related exclusions;

HH. **OUTPATIENT PRESCRIPTION DRUGS**

**Outpatient prescription drugs** unless specifically included elsewhere in this plan;

**Growth hormone** for the treatment of idiopathic short stature;

**Subcutaneously administered drugs** are considered outpatient prescription drugs, regardless if self-administered or administered by a health care Provider;

II. **OUTPATIENT HABILITATION SERVICES**

JJ. **OUTPATIENT REHABILITATION THERAPIES**

1. **Outpatient Rehabilitation Therapies:**
   a. **Outpatient Rehabilitation Therapies beyond the limit specified in this Certificate;**
   b. **Therapy services such as recreational or educational therapy, or physical fitness or exercise programs, unless specifically covered under this Certificate;**
   c. **Any therapies (including, but not limited to physical therapy, speech therapy, occupational therapy, and hearing treatments) for the diagnosis and treatment of chronic brain injuries, which may include, augmentative communication devices, developmental delay, intellectual disability or cerebral palsy. Sensory integration therapy is not covered;**
d. Sexual Dysfunction Therapy, including medical procedures or drug products used to treat sexual dysfunction and/or inadequacy;

e. Financial and occupational counseling; and

f. Vocational Rehabilitation Services.

KK. OVER THE COUNTER SUPPLIES

Except for items ordered by a Provider and deemed Medically Necessary per Article V, Paragraph Z – Medical Supplies, Including Covered Durable And Disposable Medical Equipment and Prosthetic Appliance, services, supplies, equipment, accessories, or other items which can be purchased at retail establishments or over the counter without an order by a Provider are excluded.

LL. PERSONAL COMFORT ITEMS

Items and services that constitute a personal comfort item or service are excluded. These include but are not limited to: television, telephone and newspapers.

MM. PRIVATE DUTY NURSING SERVICES

NN. PRIVATE HOSPITAL ROOM

Additional charges for a private Hospital room unless the private Hospital room is Prior Authorized by GHC-SCW;

OO. PROLOTHERAPY

PP. PROSTHETIC APPLIANCES

See the Medical Supplies entry in Article VI: Exclusions and Limitations.

QQ. SCAR REVISIONS

Services for the revision of scars resulting from surgical procedures unless Medically Necessary;

RR. SKILLED NURSING FACILITY SERVICES

Skilled Nursing Facility Services beyond the Benefit per year, as specified in this Certificate.

SS. SPERM BANKING OR EGG HARVESTING

TT. SURGICAL SERVICES

Surgical Services not deemed Medically Necessary.

UU. TATTOOS

Services for the removal of tattoos or complications related to tattoos;

VV. THIRD PARTY REQUESTS

Third Party Requests for services and/or treatment, including but not limited to:
1. Services or supplies requested by a third party for any purpose including testing or procedures such as, but not limited to, echocardiograms, blood tests, ultrasounds, psychological testing, etc. requested by a third party for any purpose;

2. Any routine physical exam requested by a third party for any purpose except those exams provided to an eligible Dependent child for camp, school and non-professional sports;

3. Examinations or treatment for employment, licensing, insurance, marriage, adoption, or when ordered by a court.

WWW. TOBACCO CESSATION PRODUCTS

Drug products approved for and/or intended for assisting in the reduction or cessation of tobacco use, including but not limited to nicotine and antidepressants (in any dosage form), except during a period of time during which the Member is participating in a GHC-SCW - approved tobacco cessation program.

XX. TONGUE THRUST

Services for the treatment of Tongue Thrust;

YY. TRANSPLANTS

Organ transplants, except those organ transplants specified in Article V, and services beyond the maximum amount specified in this Certificate;

Transplants excluded from coverage are:

1. The purchase of any organ or tissue which is sold rather than donated;

2. Transplants involving non-human or artificial organs and tissues (e.g. the Jarvic pump); and

3. Human-to-human organ or tissue transplants other than those specifically listed in Article V of this Certificate.

ZZ. TRANSPLANT DONOR SERVICES

Transplant related donor medical and hospital expense are covered when the recipient’s (Member’s) transplant is approved. Organ-procurement costs are limited to those costs directly related to the procurement of an organ from a human cadaver or compatible living human donor. Medical and hospital expenses for a transplant donor when the recipient is not a current Member under this Certificate.

AAA. TRANSPORTATION

Transportation of a Member to or from any location for treatment by or under the order is excluded unless Prior Authorized by GHC-SCW, other than Medically Necessary ambulance service, as provided for in Article V. Transportation of a Member to a Provider’s office or from the Hospital to Home is not a covered Benefit.

BBB. TRAVEL IMMUNIZATIONS

CCC. VISION SERVICES

Eyewear including lenses, lens upgrades such as no-line bifocal and tinting, frames, contact lenses, contact lens prescriptions, contact lens services and any other services except as provided in Article V.
DDD. WORKERS’ COMPENSATION

Items and services incidental to an injury or condition covered by any worker’s compensation law or occupational disease law of any state, or of the United States, as provided in Article III, General Provisions.

II. LIMITATIONS

A. PRIOR AUTHORIZATION. Covered Services may be subject to Prior Authorization requirements. It is the Member’s responsibility to ensure a Prior Authorization has been obtained when required. Failure to obtain Prior Authorization when required may result in the Member receiving a reduction in or no Benefit. If Prior Authorization is not received prior to the date of service and/or receipt of supplies, your Provider should contact GHC-SCW’s Care Management Department for a determination of Medical Necessity;

B. PRIMARY CARE PROVIDER SELECTION. The selection of a Primary Care Provider is limited to Providers employed or engaged by GHC-SCW to provide primary medical care;

C. CHANGING GHC-SCW NETWORKS. A Member may change In-Network Provider networks by notifying GHC-SCW. The change will take place the first day of the month following the date GHC-SCW receives the change notice. A Member may change Primary Care Providers within a Provider network at any time with notification to GHC-SCW;

D. IN-NETWORK PRIMARY AND SPECIALTY CARE. If a GHC-SCW Provider or GHC-SCW Clinic offers specialty medical care required by a Member, a Member shall utilize the GHC-SCW Provider or GHC-SCW clinic. Specialty medical care provided by a non-GHC-SCW Provider, whether or not the Provider is an In-Network Provider, is not covered if the service requested may be provided by a specialty GHC-SCW Provider. Members must receive care from In-Network Providers. Use of Out-of-Network Providers will result in the Member being financially responsible for full payment of services, unless Member has obtained Prior Authorization for such Out-of-Network services from GHC-SCW;

E. OUT-OF-AREA DEPENDENTS. Dependents who do not reside in the Service Area are only eligible for Out-of-Area Care as provided in Article V;

F. WAR/MAJOR DISASTERS. In the event of any epidemic, war, or major disaster, GHC-SCW shall be obligated for the Benefits otherwise provided pursuant to the Group Service Agreement or this Certificate, but only to the extent of the available facilities and medical staff of GHC-SCW. If there is a delay or failure to provide such services due to lack of available Providers, such lack being a result of the epidemic, war, or disaster, then neither GHC-SCW nor any GHC-SCW Provider or group of GHC-SCW Providers shall be liable for such delay or failure, nor for any loss;

G. GHC-SCW UNCONTROLLABLE CIRCUMSTANCES. In the event that, due to circumstances not reasonably within the control of GHC-SCW, the rendering of medical and surgical services hereunder is delayed or rendered impractical, neither GHC-SCW nor any In-Network Providers or group of GHC-SCW Providers shall have any liability on account of such delay or failure to provide services. Such circumstances may include the inability of In-Network Providers to arrange admissions of a Member to a Hospital, complete or partial destruction of facilities, war, riot, civil insurrection, labor dispute, disability of a significant number of GHC-SCW medical personnel, or similar causes;

H. TIMELY CLAIM SUBMISSION. GHC-SCW will be responsible for payment or reimbursement of claims only if presented to GHC-SCW for payment or reimbursement within one year of the date of service;
I. **COPAYMENTS/COINSURANCE/DEDUCTIBLES.** Specific Copayments, Coinsurance or Deductibles are required for applicable services and procedures specified in Article V and/or the plan’s Benefit Summary.