

# **PARAMOUNT INSURANCE COMPANY**

## **LARGE GROUP**

### **OHIO COMMERCIAL FLEX NETWORK BENEFITS**

#### **Certificate of Coverage**

#### **NOTICE CONCERNING COORDINATION OF BENEFITS (COB)**

**IF YOU OR YOUR FAMILY MEMBERS ARE COVERED BY MORE THAN ONE HEALTH CARE PLAN, YOU MAY NOT BE ABLE TO COLLECT BENEFITS FROM BOTH PLANS. EACH PLAN MAY REQUIRE YOU TO FOLLOW ITS RULES OR USE SPECIFIC DOCTORS AND HOSPITALS, AND IT MAY BE IMPOSSIBLE TO COMPLY WITH BOTH PLANS AT THE SAME TIME. READ ALL OF THE RULES VERY CAREFULLY, INCLUDING THE COORDINATION OF BENEFITS SECTION, AND COMPARE THEM WITH THE RULES OF ANY OTHER PLAN THAT COVERS YOU OR YOUR FAMILY.**



## Notice of Availability of Language Assistance Services and Auxiliary Aids and Services

**English:** ATTENTION: If you speak English, free language assistance services are available to you. Appropriate auxiliary aids and services to provide information in accessible formats are also available free of charge. Call 1-800-462-3589 (TTY: 711) or speak to your provider.

**Spanish:** ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. También están disponibles de forma gratuita ayuda y servicios auxiliares apropiados para proporcionar información en formatos accesibles. Llame al 1-800-462-3589 (TTY: 711) o hable con su proveedor.

**Arabic:**

تنبيه: إذا كنت تتحدث اللغة العربية، فستتوفر لك خدمات المساعدة اللغوية المجانية. كما تتوفر وسائل مساعدة وخدمات مناسبة لتوفير المعلومات بتنسيقات يمكن الوصول إليها مجاناً. اتصل على الرقم 1-800-462-3589 (711) أو تحدث إلى مقدم الخدمة".

**Chinese:** 注意：如果您說[中文]，我們可以為您提供免費語言協助服務。也可以免費提供適當的輔助工具與服務，以無障礙格式提供資訊。請致電 1-800-462-3589（TTY：711）或與您的提供者討論。」

**German:** ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlose Sprachassistenzdienste zur Verfügung. Entsprechende Hilfsmittel und Dienste zur Bereitstellung von Informationen in barrierefreien Formaten stehen ebenfalls kostenlos zur Verfügung. Rufen Sie 1-800-462-3589 (TTY: 711) an oder sprechen Sie mit Ihrem Provider.

**Vietnamese:** LƯU Ý: Nếu bạn nói tiếng Việt, chúng tôi cung cấp miễn phí các dịch vụ hỗ trợ ngôn ngữ. Các hỗ trợ dịch vụ phù hợp để cung cấp thông tin thêm các định dạng dễ tiếp cận cũng được cung cấp miễn phí. Vui lòng gọi theo số 1-800-462-3589 (Người khuyết tật: 711) hoặc trao đổi với người cung cấp dịch vụ của bạn.

**Korean:** 주의: [한국어]를 사용하시는 경우 무료 언어 지원 서비스를 이용하실 수 있습니다. 이용 가능한 형식으로 정보를 제공하는 적절한 보조 기구 및 서비스도 무료로 제공됩니다. 1-800-462-3589 (TTY: 711) 번으로 전화하거나 서비스 제공업체에 문의하십시오.

**Pennsylvanian Dutch:** Wann du Deitsch schwetzschst un hoscht Druwwel fer Englisch verschtehe, kenne mer epper beigriege fer dich helfe unni as es dich ennich eppes koschte zeelt. Mir kenne dich helfe aa wann du Druwwel hoscht fer heere odder sehne. Mir kenne Schtofft lauder mache odder iesier fer lese un sell koscht dich aa nix. Ruf 1-800-462-3589 (TTY: 711) uff odder schwetz mit dei Provider.

**Russian** ВНИМАНИЕ: Если вы говорите на русский, вам доступны бесплатные услуги языковой поддержки. Соответствующие вспомогательные средства и услуги по предоставлению информации в доступных форматах также предоставляются бесплатно. Позвоните по телефону 1-800-462-3589 (TTY: 711) или обратитесь к своему поставщику услуг.

**Japanese** 注: 日本語を話される場合、無料の言語支援サービスをご利用いただけます。アクセシブル(誰もが利用できるよう配慮された)な形式で情報を提供するための適切な補助支援やサービスも無料でご利用いただけます。1-800-462-3589(TTY: 711)までお電話ください。または、ご利用の事業者にご相談ください。

**Assyrian:**

[illegible]

**French:** ATTENTION: Si vous parlez Français, des services d'assistance linguistique gratuits sont à votre disposition. Des aides et services auxiliaires appropriés pour fournir des informations dans des formats accessibles sont également disponibles gratuitement. Appelez le 1-800-462-3589 (TTY : 711) ou parlez à votre fournisseur.

**Italian:** ATTENZIONE: se parli Italiano, sono disponibili servizi di assistenza linguistica gratuiti. Sono inoltre disponibili gratuitamente ausili e servizi ausiliari adeguati per fornire informazioni in formati accessibili. Chiama l'1-800-462-3589 (tty: 711) o parla con il tuo fornitore.

**Albanian:** VINI RE: Nëse flisni [shqip], shërbime falas të ndihmës së gjuhës janë në dispozicion për ju. Ndiurma të përshtatshme dhe shërbime shtesë për të siguruar informacion në formate të përdorshme janë gjithashtu në dispozicion falas. Telefononi 1-800-462-3589 (TTY: 711) ose bisedoni me ofruesin tuaj të shërbimit.

**Bengali:** মনোযোগ দিন: যদি আপনি বাংলা বলেন তাহলে আপনার জন্য বিনামূল্যে ভাষা সহায়তা পরিষেবাদি উপলব্ধ রয়েছে। অ্যাক্সেসযোগ্য ফরম্যাটে তথ্য প্রদানের জন্য উপযুক্ত সহায়ক সহযোগিতা এবং পরিষেবাদিও বিনামূল্যে উপলব্ধ রয়েছে। 1-800-462-3589 (TTY: 711) নম্বরে কল করুন অথবা আপনার প্রদানকারীর সাথে কথা বলুন।

**Serbo Croatia:** PAŽNJA: Ako govorite srpski, na raspolaganju su Vam besplatne usluge jezičke pomoći. Besplatna su i odgovarajuća pomoć i usluge za pružanje informacija u pristupačnim formatima. Pozovite 1-800-462-3589 (TTY: 711) ili razgovarajte sa svojim pružaocem usluga.

**Oromo:** HUBACHIISA: Yoo Afaan Oromoo dubbattu ta'e, tajaajiloonni gargaarsa afaanii bilisaa isiniif ni argamu. Deeggarsi dabalataa fi tajaajilootni mijaa'oo ta'an odeeffannoo bifa dhaqqabamaa ta'een kennuuf gargaaranis kaffaltii malee ni argamu. Gara 1-800-462-3589 (TTY: 711) tti bilbilaa ykn dhiyeessaa keessan haasofsiisaa.

**Dutch:** LET OP: als je Nederlands spreekt, zijn er gratis taalhulpdiensten voor je beschikbaar. Passende hulpmiddelen en diensten om informatie in toegankelijke formaten te verstrekken, zijn ook gratis beschikbaar. Bel 1-800-462-3589 (tty: 711) of spreek met je provider.

**Romanian:** ATENȚIE: Dacă vorbiți [Română], aveți la dispoziție servicii de asistență lingvistică gratuite. De asemenea, sunt disponibile gratuit materiale și servicii auxiliare adecvate pentru furnizarea de informații în formate accesibile. Sunați la 1-800-462-3589 (TTY: 711) sau contactați-vă furnizorul.

**Ukrainian:** УВАГА: Якщо ви розмовляєте українська мова, вам доступні безкоштовні мовні послуги. Відповідні допоміжні засоби та послуги для надання інформації у доступних форматах також доступні безкоштовно. Зателефонуйте за номером 1-800-462-3589 (TTY: 711) або зверніться до свого постачальник

## Notice of Non-Discrimination: Discrimination is Against the Law

Paramount complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin (including limited English proficiency and primary language), sex (consistent with the scope of sex discrimination described at 45 CFR § 92.101(a)(2)), age, or disability.

Paramount Provides (free of charge and in a timely manner):

- Reasonable modifications and appropriate auxiliary aids and services for people with disabilities to communicate effectively with us, such as:
  - Qualified interpreters for individuals with disabilities.
  - Information in alternate formats (large print, audio, accessible electronic formats, other formats).
- Language assistance services for people whose primary language is not English, which may include:
  - Qualified oral interpreters.
  - Electronic and written translated documents.

If you need these services, please contact Member Services at 1-800-462-3589 (TTY 711). We are available Monday-Friday, 8:00 a.m. to 5:00 p.m. EST.

If you believe that Paramount has failed to provide these services or discriminated on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with our Civil Rights Coordinator (also called our Section 1557 Coordinator). Our Civil Rights Coordinator can help you with our grievance procedure.

Contact our **Civil Rights Coordinator** at:

- **Mail:** Paramount Civil Rights Coordinator, PO Box 928, Toledo, OH 43697
- **Phone:** 1-800-462-3589 (TTY 711)
- **E-mail:** [paramount.memberservices@medmutual.com](mailto:paramount.memberservices@medmutual.com)
- **Fax:** 419-887-2047

You may file a grievance in-person at 300 Madison Avenue, Toledo, Ohio 43604

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights.

- **Online:** Use the Office for Civil Rights Complaint Portal at: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. For more information on filing a complaint, go to <http://www.hhs.gov/ocr/office/file/index.html>.
- **Mail:** U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, D.C. 20201
- **Phone:** 1-800-368-1019, 800-537-7697 (TDD)

An electronic copy of this notice is available at Paramount's website: [www.paramounthealthcare.com](http://www.paramounthealthcare.com)

## **In Case of Emergency**

**Call 911, an ambulance or rescue squad or go directly to the nearest emergency facility.**

An **Emergency Medical Condition** means a medical condition that manifests itself by such acute symptoms of sufficient severity, including severe pain that the absence of immediate medical attention could reasonably be expected to result in any of the following:

- a) Placing the health of the individual or, with respect to a pregnant woman, the health of the woman or the unborn Child, in serious jeopardy;
- b) Serious impairment to bodily functions; or
- c) Serious dysfunction of any bodily organ or part.

Your Primary Care Provider can be reached 24 hours a day, seven (7) days a week. If you need medical advice after hours, on weekends or holidays, call your doctor's office number. The answering service will take your call. Leave a message for the doctor or a nurse to return your call. A doctor or nurse will call you back with instructions.

*Dear Member:*

*Welcome to Paramount Insurance Company.*

*This certificate will help you understand and use your benefits most effectively. It describes network health benefits provided by Paramount Insurance Company, a Health Insuring Corporation (HIC) in the State of Ohio, when healthcare services are received from Participating Providers. You will also receive a Paramount Flex Plan with PCP Certificate of Insurance that describes non-network benefits. Non-network benefits are provided by Paramount Insurance Company, a life insurance company, when healthcare services are received from non-Participating Providers. Generally, network services result in lower out-of-pocket costs for the Subscriber than do non-network services.*

*The Primary Care Provider you chose when you joined will help you when you need medical care. ALWAYS CONTACT YOUR PRIMARY CARE PROVIDER FIRST unless there is an Emergency Medical Condition. He or she will help you coordinate all your medical care.*

*If you did not need to change doctors, be sure to call your Primary Care Provider 's office as soon as possible to let them know you are now covered by Paramount Insurance Company.*

*If you did change doctors, it is a good idea to get to know your doctor so you can feel comfortable asking questions, especially if an Emergency Medical Condition arises. If you are a new patient with your Primary Care Provider, we encourage you to call the doctor's office for an appointment as soon as you can to discuss your medical history and get to know each other.*

*This certificate of coverage also explains who is covered under your plan and how the Plan works. Please take a few minutes to read it.*

*If you have any questions or need help understanding your benefits, please call Member Services, Monday through Friday, 8:00 a.m. to 5:00 p.m.*

*We look forward to serving you.*

***The Member Services Department***

*The official terms of your enrollment and health benefits through Paramount Insurance Company are stated in the Group Medical and Hospital Service Agreement (GSA) and all applicable Documents as defined in paragraph 13.10 of the GSA, all of which are on file with your employer.*

*This certificate of coverage contains a summary of your rights and obligations regarding your enrollment and health benefits through Paramount Insurance Company.*

*If there are any inconsistencies between this certificate of coverage and the Group Medical and Hospital Service Agreement, the Service Agreement will control.*

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## 1. THE BASICS

### How Paramount Works

Your Primary Care Provider is your first contact when you need medical care. Your PCP will coordinate your medical care with other Participating Providers in the Paramount network. Female Members may receive OB/GYN care from a participating obstetrics/gynecology specialist without Prior Authorization from the Primary Care Provider (PCP). For children, you may designate a pediatrician as the PCP.

Prior Authorization is required for certain procedures or services. It is the responsibility of the Participating Provider to obtain Prior Authorization from Paramount in advance of these procedures or services.

### Your Identification Card

Every Paramount Member receives a Paramount identification card with his or her name. The name of that person's Primary Care Provider (PCP) is on the card.

**If your card is lost or stolen or any information is incorrect, call Member Services immediately. A new card will be mailed to you promptly.**

Please check to see that the information printed on the front of your I.D. card is correct. If there are errors call:

**Member Services Department**  
**(419) 887-2525**  
**Toll-Free 1-800-462-3589**  
**TTY (419) 887-2526**  
**TTY Toll-Free 1-888-740-5670**

Be sure to familiarize yourself and your family with the instructions on the back of the card.

### Is There a Pre-existing Condition Restriction?

Paramount Insurance Company does not have any restrictions on pre-existing conditions. In other words, if you were being treated for a condition before you became a Paramount member, Paramount will provide benefits for Covered Services related to that condition on or after your effective date with Paramount as long as you follow the procedures described in Section 2, Getting a Doctor's Care.

### What Are Deductibles?

A Deductible is the amount you must pay for Covered Services within each Contract Year before benefits will be paid by Paramount. If your plan has a Deductible, it will be stated in your Schedule of Benefits. The single Deductible is the amount each Member must pay, and the family Deductible is the total amount any two or more covered family members must pay. Preventive Health Services are not subject to the Deductible or any other Cost Sharing.

If your plan is a High Deductible Health Plan (HDHP), all Covered Services except for Preventive Health Services are subject to the Deductible. An Embedded Deductible plan cannot be used as a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) if either the deductible for the family as a whole or the deductible for an individual family member is less than

the minimum annual deductible for family coverage. See Section 7, Terms and Definitions, in this certificate for more information regarding an HDHP and HSA.

### **What Are Copayments and Coinsurance?**

Paramount members pay Copayments (copays) or Coinsurance for services such as: office visits and services, inpatient services (services you receive while a patient in a hospital or other medical facility), outpatient medical services, emergency services, laboratory and radiology services, treatment for mental illness and substance abuse. Cost Sharing will not exceed 40% of the total annual cost to Paramount of providing all covered health care services. See your Schedule of Benefits for Copayments, Coinsurance and Deductibles on specific services. Copayments are payable at the time you receive services.

If You are required to pay for a health care service out-of-pocket, the amount You are required to pay shall not exceed the amount the applicable reimbursement rates negotiated with the provider or pharmacy. This provision does not preclude a person from reaching an agreement with a health care provider or pharmacy on terms that are more favorable to the person than negotiated reimbursement rates that otherwise would apply as long as the claim submitted reflects the alternative amount negotiated.

The Out-of-Pocket Copayment Limit is the maximum amount of Deductible, Copayments and Coinsurance you pay every Contract Year and is stated in your Schedule of Benefits. Once the Out-of-Pocket Copayment Limit is met, there will be no additional Cost Sharing during the remainder of the Contract Year. The single Out-of-Pocket Copayment Limit is the amount each Member must pay, and the family Out-of-Pocket Copayment Limit is the total amount any **two or more** covered family members must pay. The Out-of-Pocket Copayment Limit of one family member will not exceed that of an individual annual Out-Of-Pocket Maximum amount.

### **Who to Call for Information**

Paramount values your comments and suggestions to improve our services. It is our goal to resolve any concerns as quickly and satisfactorily as possible. Our Member Services staff is available Monday through Friday, 8:00 A.M. to 5:00 P.M., at (419) 887-2525, or toll-free 1-800-462-3589, to answer your questions, and assist you with solving your problems. After hours, if you need information on how to access health care services, you may call the local or toll-free Member Services phone number and be connected with an after-hours information service.

#### **Call, if you:**

- Have any questions about your coverage
- Have questions about the providers who participate with Paramount
- Have questions about how to obtain health care services
- Need help understanding how to use your benefits
- Need to change your Primary Care Provider
- Are changing addresses, or need to add a new family member to your plan
- Lose your Paramount identification card
- Or have any other health care coverage concerns

If you have an administrative complaint or a complaint unrelated to a claim, you may direct these complaints to Paramount Insurance Company Member Services Department by phone or mail to P.O. Box 928, Toledo, Ohio 43697-0928, Attention: Member Services, or email: [Paramount.memberservices@medmutual.com](mailto:Paramount.memberservices@medmutual.com). TTY users may call 1-888-740-5670.

### **MEMBERS' RIGHTS**

As a Member of Paramount, you have certain rights that you can expect from Paramount and Paramount providers. You have the right to:

- Receive information about Paramount, its services, providers and your rights and responsibilities.
- Participate with your physicians in decision making regarding your health care.
- A candid discussion of appropriate or Medically Necessary treatment options for the conditions regardless of cost or benefit coverage.
- Be treated with respect, recognition of your dignity and the need for privacy.
- Make recommendations regarding Paramount's member rights and responsibilities policies.
- Voice complaints or appeals about the health plan or care provided.

## **MEMBERS' RESPONSIBILITIES**

As a Member of Paramount, you have certain responsibilities that Paramount and Paramount providers can expect from you. You have the responsibility to:

- Provide, to the extent possible, information that Paramount and the Participating Providers need to care for you. Help your PCP fill out current medical records by providing current prescriptions and your previous medical records.
- Engage in a healthy lifestyle, become involved in your health care and follow the plans and instructions for the care that you have agreed on with your PCP or specialists.
- Understand your health problems and participate in developing mutually agreed-upon treatment and goals to the degree possible.

## **SURPRISE BILLING**

### **Your Rights and Protections Against Surprise Medical Bills**

When you get emergency care or get treated by an out-of-network provider at an in-network hospital or ambulatory surgical center, you are protected from surprise billing or balance billing.

Both the Ohio Revised Code (ORC 3902.50 to 3902.54), Ohio Administrative Code Section 3901-8-17 and the federal "No Surprises Act" (Public Law 116-260) establish patient protections against non-participating providers' surprise bills for Emergency Services or, in certain circumstances, for covered services rendered at in-network facilities by non-participating providers. Paramount will comply with state and federal surprise billing requirements as they apply to health plans, including those which relate to the processing of claims from certain out-of-network providers.

### **What is "balance billing" (sometimes called "surprise billing")?**

When you see a doctor or other health care provider, you may owe certain out-of-pocket costs, such as a copayment, coinsurance, and/or a deductible. You may have other costs or have to pay the entire bill if you see a provider or visit a health care facility that isn't in your health plan's network.

"Out-of-network" describes providers and facilities that haven't signed a contract with your health plan. Out-of-network providers may be permitted to bill you for the difference between what your plan agreed to pay and the full amount charged for a service. This is called "balance billing." This amount is likely more than in-network costs for the same service and might not count toward your annual out-of-pocket limit.

“Surprise billing” is an unexpected balance bill. This can happen when you can’t control who is involved in your care—like when you have an emergency or when you schedule a visit at an in-network facility but are unexpectedly treated by an out-of-network provider.

**You are protected from balance billing for:**

**Emergency services**

If you have an emergency medical condition and get emergency services from an out-of-network provider or facility, the most the provider or facility may bill you is your plan’s in-network cost-sharing amount (such as copayments and coinsurance). You cannot be balance billed for these emergency services. This includes services you may get after you’re in stable condition, unless you give written consent and give up your protections not to be balance billed for these post-stabilization services.

In addition to the protections of the Federal No Surprises Act, the state in which you receive services may have protections that apply to your visit for emergency or non-emergency services. Your state website can be found at [www.insurance.ohio.gov](http://www.insurance.ohio.gov) and by searching “no surprises, balance billing or consumer protections”.

Ohioans who get health insurance through plans regulated by the Ohio Department of Insurance are also protected from receiving surprise medical bills under Ohio law. Ohio law provides the following protections when you receive unanticipated out-of-network care:

- No balance billing for emergency services, including emergency services provided by an ambulance, even if they’re provided out-of-network.
- No balance billing by out-of-network providers at an in-network facility when you’re unable to choose an in-network provider.
- Your cost-sharing amounts, such as copayments, coinsurance, and deductibles, are limited to the amount you would pay for in-network services.

You can find additional information at Surprise Billing | Department of Insurance ([ohio.gov](http://ohio.gov)).

**Certain services at an in-network hospital or ambulatory surgical center**

When you get services from an in-network hospital or ambulatory surgical center, certain providers there may be out-of-network. In these cases, the most those providers may bill you is your plan’s in-network cost-sharing amount. This applies to emergency medicine, anesthesia, pathology, radiology, laboratory, neonatology, assistant surgeon, hospitalist, or intensivist services. These providers cannot balance bill you and may **not** ask you to give up your protections not to be balance billed.

If you receive other services at these in-network facilities, out-of-network providers cannot balance bill you, unless you provide written consent and give up your protections.

**You’re never required to give up your protections from balance billing. You also are not required to get care out-of-network. You can choose a provider or facility in your plan’s network.**

In addition to the protections of the Federal No Surprises Act, the state in which you receive services may have protections that apply to non-emergency services at an in-network facility. Your state website can be found at [www.insurance.ohio.gov](http://www.insurance.ohio.gov) and by searching “no surprises, balance billing or consumer protections”.

For services provided in Ohio, the provider shall not balance bill the covered person unless: (a) the provider informs the covered person that the provider is out-of-network;

(b)the provider provides to the covered person a good faith estimate of the cost of the services (containing a disclaimer that the covered person is not required to obtain the health care service at that location or from that provider); and the covered person affirmatively consents to receive the services.

**When balance billing isn't allowed, you also have the following protections:**

- You are only responsible for paying your share of the cost (like the copayments, coinsurance, and deductibles that you would pay if the provider or facility was in-network). Your health plan will pay out-of-network providers and facilities directly.
- Your health plan generally must:
  - Cover emergency services without requiring prior authorization.
  - Cover emergency services by out-of-network providers.
  - Base what you owe the provider or facility (cost-sharing) on what it would pay an in-network provider or facility and show that amount in your explanation of benefits.
  - Count any amount you pay for emergency services or out-of-network services toward your deductible and out-of-pocket limit.

If you receive a surprise bill that you believe is prohibited by state or federal law, first, try to resolve the dispute yourself with your health insurer and health care provider. If the dispute remains unresolved, contact the Ohio Department of Insurance through [www.insurance.ohio.gov](http://www.insurance.ohio.gov), [consumer.complaint@insurance.ohio.gov](mailto:consumer.complaint@insurance.ohio.gov), or 800-686-1526 to file a complaint.

In addition, you may contact Paramount's Member Services Department at:  
419-887-2525

Toll Free: 1-800-462-3589

TTY: 419-887-2526

TTY Toll Free: 1-888-740-5670

Visit [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises) for more information about your rights under federal law.

## **2. GETTING A DOCTOR'S CARE**

### **Start with Your Primary Care Provider (PCP)**

Your PCP is the doctor you chose to handle your medical care through your Paramount plan. Paramount requires the designation of a Primary Care Provider (PCP) for each Member. You have the right to designate any PCP who participates in the Paramount network as a PCP and who is available to accept you or your family members. PCPs are family practitioners, internists and pediatricians participating in the Paramount network. For children, you may designate a pediatrician as the PCP. Each family member can have a different PCP. For information on how to select a PCP, and a list of the Participating PCPs, contact Paramount Member Services at (419) 887-2525 or toll-free 1-800-462-3589. A directory of Participating Providers is also available at: [www.paramounthealthcare.com](http://www.paramounthealthcare.com).

If you have chosen a doctor you have not seen before, make an appointment and get to know the doctor and staff. The more comfortable you are with your doctor - and the better your doctor knows you - the more effective your health care can be.

For doctor appointments, call your PCP's office.

Paramount maintains specific access standards to make sure you get the care you need on a timely basis. Access refers to both telephone access and the ability to schedule appointments. If

you are having difficulty scheduling an appointment or reaching a provider's office, please contact the Member Service Department. They will assist you.

Please call as far in advance as possible for an appointment. Use the following table of Access Standards as a guide for the lead-time you should allow.

<b>ACCESS STANDARDS for MEDICAL HEALTH CARE SERVICES</b>	
<b>TYPE OF CARE REQUIRED</b>	<b>EXPECTED ACCESS STANDARDS</b>
Routine assessments, physicals or new visits	30 days
Routine follow-up visits (for recurring problems related to chronic ailments like high blood pressure, asthma, diabetes, etc.)	14 days
Symptomatic, non-urgent symptoms (cold, sore throat, rash, muscle pain, headache)	2-4 days
Urgent Medical Conditions (unexpected illnesses or injuries requiring prompt attention soon after they appear; Urgent Medical Conditions are not permanently disabling or life-threatening; an example would be a persistent high fever)	1 – 2 days
Emergency Medical Conditions (such as heart attack, stroke, poisoning, loss of consciousness, inability to breathe, uncontrolled bleeding and convulsions)	Immediately call 911 or seek medical treatment. Afterward, call your PCP for follow-up care.

<b>ACCESS STANDARDS for BEHAVIORAL HEALTH CARE SERVICES</b>	
<b>TYPE OF CARE REQUIRED</b>	<b>EXPECTED ACCESS STANDARDS</b>
Emergency Care, immediate threat to self or others (acutely suicidal or homicidal)	Immediately call 911 or seek medical treatment. Then call your PCP for follow-up care
Urgent Care, may not be life-threatening, but requires urgent attention (complex or dual problems)	1 – 2 days
Routine Care/ Office Visit for new problems upon request of the member or provider	14 days
Routine Care/ Office Follow-Up Visits	30 days

If you are unable to keep an appointment, call your physician as soon as possible so the time can be made available for other patients. Paramount Insurance Company will not cover claims associated with missed appointments.

**Your Primary Care Provider can be reached 24 hours a day, seven (7) days a week. If you need medical advice after hours, on weekends or holidays, call your doctor's office number. The answering service will take your call. Leave a message for the doctor to return your call.**

**When your doctor, the doctor who is covering for your Primary Care Provider or a nurse calls you, explain the problem clearly. They will advise you on what to do.**

**When your doctor recommends a treatment or test,** in most cases it will be covered. However, some treatments may not be covered or are covered only when authorized in advance by Paramount. Your doctor may be working with several Paramount plans; plans are often different from one company to the next. The service your doctor recommends for you may be covered under some similar plans, but not under your particular plan.

If you are not sure, the best thing to do is ask Paramount Member Services. Don't be afraid to call.

**IF YOU HAVE A QUESTION about whether a service is covered, you can find out by calling Member Services. If you do not have Prior Authorization before you get the services, you may be held responsible for total payment.**

**If another doctor is covering** for your Primary Care Provider during off-hours or vacation, you do not need Paramount Prior Authorization before you see that doctor. But be sure to tell the doctor you are a member of Paramount Insurance Company.

**You may change your Primary Care Provider.** You must notify Paramount first, before you see any new Primary Care Provider. Call the Member Services Department or Email through the Paramount web site at: [www.paramounthealthcare.com](http://www.paramounthealthcare.com). The change can be made effective the day you call. You will receive a new identification card with your new physician's name. If you need to see the doctor before your card arrives, your doctor can call Member Services to check your membership.

### **What to Consider When Selecting a Physician or Hospital**

If you need specific information about the qualifications of any participating physicians, you may call the Academy of Medicine, the Member Services Department or you may use the on-line provider directory available through our web site at [www.paramounthealthcare.com](http://www.paramounthealthcare.com) with links to the Ohio State Medical Association.

The following qualifications are important to consider in selecting a Primary Care Provider or specialist:

- Professional education – medical school/residency training,
- Current Board Certification status,
- Number of years in practice and
- Languages spoken

The following qualifications are important when selecting a hospital:

- The Joint Commission status (Paramount participating hospitals are required to have Joint Commission accreditation)
- Hospital experience/volume in performing certain procedures.
- Consumer satisfaction and comparable measures of quality on hospitals and outpatient surgical facilities.

If you need a current directory, you may request one by calling the Member Services Department

or you may use the on-line Provider Directory available through our web site at [www.paramounthealthcare.com](http://www.paramounthealthcare.com).

### **When You Need OB/GYN Care**

You do not need Prior Authorization from Paramount or from any other person (including your PCP) in order to obtain access to obstetrical or gynecological care from a Health Care Professional in the Paramount network who specializes in obstetrics or gynecology. The Health Care Professional, however, may be required to comply with certain procedures, including obtaining Prior Authorization for certain services or following a pre-approved treatment plan. For a list of participating Health Care Professionals who specialize in obstetrics or gynecology, contact Paramount Member Services at (419) 887-2525 or toll-free 1-800-462-3589. A directory of Participating Providers is also available at: [www.paramounthealthcare.com](http://www.paramounthealthcare.com).

**If you need more specialized OB/GYN care**, the gynecologist may recommend another participating specialist.

### **When You Are Referred to a Specialist**

Most of your health care needs can and should be handled by your Primary Care Provider. If your Primary Care Provider believes you need to see a specialist - a cardiologist, orthopedist or others - your Primary Care Provider will recommend a Participating Specialist. Or you may choose the Participating Specialist you wish to see from those listed in the *Participating Physicians and Facilities* directory (also available on the website) and make an appointment.

Newly enrolled members of Paramount who are already seeing a specialist should verify that the specialist is participating with Paramount.

### **Prior Authorizations**

If a Medically Necessary Covered Service is not available from any Participating Providers, Paramount will make arrangements for an "out of plan Prior Authorization". Your Primary Care Provider must request an "out of plan Prior Authorization" in advance. Consultations with Participating Providers may be required before an "out of plan Prior Authorization" can be approved. If Paramount approves the "out of plan Prior Authorization", written confirmation will be sent to you, your PCP and the non-Participating Provider. All eligible authorized services will be covered at no greater cost to you than if you had obtained the service or procedure from a Participating Provider.

### **Utilization Management**

Participating physicians and providers have direct access to Paramount's Utilization Management Department to authorize specific procedures and certain other services based on Medical Necessity. It is the responsibility of the participating physician or provider to obtain Prior Authorization when required. If you experience an Emergency Medical Condition after normal office hours, you should call 911, an ambulance or rescue squad or go to the nearest medical facility. You do not need to obtain prior approval from your PCP or Paramount. Afterward, you should notify your Primary Care Provider that you were treated.

Utilization management decisions are not subject to incentives to restrict or deny care and services. In fact, Paramount monitors under-utilization of important preventive services, health screening services (immunizations, pap tests, etc.), medications and other services to care for chronic conditions, such as asthma and diabetes. Paramount will send reminder cards to the Member and physician if a claims review suggests that important services were missed.



If you need to discuss the status of a Prior Authorization, you should contact your Primary Care Provider. You may also call the Member Services Department at (419) 887-2525 or toll-free 1-800-462-3589.

### **Initial Determinations**

When Prior Authorization is required in the case of a non-urgent non-electronic claim, Paramount will make a decision within two (2) business days from obtaining all the necessary information about the admission, or procedure that requires Prior Authorization. Paramount will advise the provider of the decision within three (3) business days after making the initial decision.

In the case of an urgent non-electronic claim, Paramount will make a decision as soon as possible, but not later than 48 hours after receipt of the claim. If insufficient information is received, Paramount will notify the claimant not later than 24 hours after receipt, of the specific information needed. The member will be afforded not less than 48 hours to provide the specified information. Paramount will provide a decision no later than 48 hours after the earlier of:

- a) Paramount's receipt of the specified information
- b) The end of the period afforded the member to provide the specified information.

Paramount will accept provider requests (with all information necessary to support the Prior Authorization request) when received electronically. Paramount's response will be sent within forty-eight hours for urgent care services, or within ten calendar days for non-urgent care services. These timeframe requirements do not apply to Emergency Services. For electronically received determinations, urgent care services means medical care or other service for a condition where application of the timeframe for making routine or non-life threatening care determinations is either of the following:

- (a) Could seriously jeopardize the life, health, or safety of the patient or others due to the patient's psychological state;
- (b) In the opinion of a practitioner with knowledge of the patient's medical or behavioral condition, would subject the patient to adverse health consequences without the care or treatment that is the subject of the request.

If the Prior Authorization electronic request is incomplete, Paramount will indicate the specific additional information that is required to process the request within 24 hours of receipt of the request. The health care provider must provide a receipt to Paramount acknowledging the request.

Paramount's response will indicate whether the request is approved or denied. If the Prior Authorization is denied, Paramount will provide the specific reason for the denial. You have the right to appeal through the appeals process outlined in Section 6, Internal Claims and Appeals Procedures and External Review of this certificate.

### **Retroactive Denials**

If Paramount authorizes a proposed admission, treatment, or health care service by a Participating Provider based upon the complete and accurate submission of all necessary information Paramount will not retroactively deny this authorization if the Participating Provider renders the care in good faith and pursuant to the authorization and all of the terms and conditions of the provider's contract with Paramount.

### **Concurrent Reviews**

For concurrent reviews, which are requests to extend coverage that was previously approved for a specified length of time, Paramount will make a decision within one business day after receipt of request. Paramount will advise the provider by telephone or electronically within twenty-four (24) hours after making the decision.

If Paramount reduces or terminates a course of treatment (other than by plan amendment or termination) before the end of such period of time or number of treatments, this constitutes an adverse determination. Paramount will notify the Member (in cases where the Member will have financial liability) and requesting provider in writing or electronically within twenty-four (24) hours after making the decision.

Any request that involves both urgent care and the extension of a course of treatment previously approved by Paramount must be decided as soon as possible, and notification must be provided within 24 hours after receipt of the claim, provided the request is made at least 24 hours prior to the expiration of the prescribed period of time or number of treatments.

Any non-urgent request to extend a course of treatment previously approved by Paramount, the request may be treated as a new benefit claim and decided within the timeframe appropriate to the type of claim, e.g., as a *pre-service claim* or a *post-service claim*.

If requests are not made at least 24 hours prior to the expiration of the prescribed period of time or number of treatments, the request must be treated as a *claim involving urgent care* and decided in accordance with the urgent care claim timeframes, e.g., as soon as possible, taking into account the medical emergencies, but not later than 72 hours after receipt.

You have the right to appeal through the appeals process outlined in Section 6, **Internal Claims and Appeals Procedures and External Review** of this certificate.

### **Retrospective Reviews**

A retrospective review is a request for Paramount to evaluate whether a health care service that a Member has already received was Medically Necessary. For all retrospective reviews, Paramount will make a decision within thirty (30) business days after receiving all necessary information. Paramount will notify the provider and the Member of its decision in writing. If Paramount makes an adverse determination, Paramount will notify the provider and the Member of its decision in writing five (5) business days after a decision has been made. Additionally, in the event that a claim is submitted for a service for which prior authorization was required but not obtained, Paramount will permit a retrospective review of such a claim if the service in question meets all of the following:

- The service is directly related to another service for which prior approval has already been obtained and that has already been performed.
- The new service was not known to be needed at the time the original prior authorized service was performed.
- The need for the new service was revealed at the time the original authorized service was performed.

If the claim meets all three of these conditions, Paramount will review the claim for coverage and medical necessity once the written request and all necessary information are received. Paramount will not deny a claim for such a new service based solely on the fact that a Prior Authorization approval was not received for the new service in question. Paramount will make a decision regarding the claim within thirty (30) business days after receiving all necessary information. Paramount will notify the provider and the Member of its decision in writing. If Paramount makes an adverse determination, Paramount will notify the provider and the

Member of its decision in writing five (5) business days after a decision has been made.

### **Expedited Appeals**

If the seriousness of the Member's medical condition requires a more timely response, Paramount will make the decision as expeditiously as the medical condition requires but no later than twenty-four (24) hours after the request has been made. Paramount will provide written confirmation of the decision within twenty-four (24) hours of receipt of the request, if the initial decision was not in writing.

### **Adverse Determinations and Requests for Reconsideration**

Paramount's written notification will include the principal reason/s for the decision including specific utilization review criteria or benefit provision used in making the determination. Paramount will include instructions for initiating a reconsideration of the determination under section 1751.82 of the Revised Code or an internal review under section 1751.83 of the Revised Code. Paramount will also include instructions for requesting a written statement of the clinical rationale used to make the determination. Paramount will provide a written statement of the clinical rationale to any Authorized Person making the request and following the instructions.

When an adverse determination has been made in response to an initial determination or concurrent review request, the provider may, in writing and on the enrollee's behalf, request that Paramount reconsider the adverse determination. No reconsideration may occur without the prior consent of the enrollee. Paramount will reconsider the adverse determination within three (3) business days after Paramount's receipt of the written request. The reconsideration shall be conducted between the provider or facility rendering the service and the reviewer who made the adverse determination, unless that reviewer is unavailable. If that reviewer cannot be available within three business days, the reviewer may designate another reviewer. If the reconsideration does not resolve the difference of opinion, you or your provider acting with your prior consent may request an internal review through the appeals process outlined in Section VI, Internal Claims and Appeals Procedures and External Review of this certificate.

### **Obtaining Necessary Information**

If a provider or Member will not release the necessary information needed to make a decision, Paramount may deny approval. A Member need not be granted an internal review pursuant to section 1751.83 of the Revised Code, if Paramount's delay is caused by the failure of a provider or Member to release all necessary information, in which case Paramount shall notify the Member in writing of the reason for the delay.

### **Entering the Hospital**

Your Primary Care Provider or Participating Specialist will make the arrangements when you need hospital care. Paramount Participating Hospitals are listed in your *Participating Physicians and Facilities* directory or the Paramount web site at [www.paramounthealthcare.com](http://www.paramounthealthcare.com). Show your Paramount card when you are admitted.

If you are in the hospital when this plan becomes effective, your Paramount coverage will begin on your effective date. (The plan you had when you were admitted should cover your hospital stay up to your effective date with this plan.)

**An emergency admission to a nonparticipating hospital** must be called in to Paramount within 24 hours (or as soon as reasonably possible). If and when your medical condition allows, your Primary Care Provider and Paramount may arrange for you to be transferred to a Participating

Hospital.

### **Change in Benefits**

Paramount will notify you in writing if any benefits described in this certificate of coverage and Schedule of Benefits change.

### **If a Provider Leaves the Plan**

If your Primary Care Provider or any Participating Hospital can no longer provide medical services because their Paramount agreement ends, we will notify you in writing within fifteen (15) business days. Notice will be given to members who have received health care services from the provider or facility or if the insured has selected the physician as their primary care physician within the previous twelve months. Additionally, if a member has received health care services within the last twelve months, Paramount will pay, in accordance with this certificate, all covered health care services rendered to a member by the Primary Care Provider or hospital between the date of the termination of the contract and five days after the notification of the termination is mailed to member's last known address.

### **If a Specialist Leaves the Plan**

If you are being seen regularly by a Participating Specialist or a specialty group whose agreement with Paramount ends, you and your PCP will be notified. You may then contact a new Participating Specialist for an appointment.

### **Continuity of Care**

If your provider or facility's Paramount agreement terminates, Paramount will notify you of your right to elect continued transitional care from such provider or facility at the time of termination. You will be provided coverage under the same terms and conditions as would have applied and with respect to such services as would have been covered had such termination not occurred. Paramount will continue to pay for Covered Services rendered by that provider or facility until the earlier of: a) the 90-day period beginning on date of provider or facility termination; b) the date on which you are no longer a Continuing Care Patient with respect to such provider or facility. If this situation occurs, you should contact Paramount Member Services.

For the purpose of this provision, Continuing Care Patient means an individual who, with respect to a provider or facility, is undergoing a course of treatment for a serious complex condition from the provider or facility; is undergoing a course of institutional or inpatient care from the provider or facility; is scheduled to undergo nonelective surgery from the provider, including receipt of postoperative care from such provider or facility with respect to such a surgery; is pregnant and undergoing a course of treatment for the pregnancy from the provider or facility; or is or was determined to be terminally ill and is receiving treatment for such illness from such provider or facility.

Protections apply for patients who are receiving covered services from a provider or facility, and such provider or facility experiences a change in network status due to one of the following:

- The provider or facility's contract with the issuer is terminated.
- The provider or facility's terms of participation change resulting in a termination of benefits with respect to the provider or facility.
- A group health plan's contract with an issuer is terminated.

### **Provider Reimbursement/Filing a Claim**

You should always show your Paramount ID card to all providers. You are responsible for paying

any office visit Copayments at the time you receive services. Participating Providers must notify Paramount of the services they have rendered within 90 days from the date of service.

If you have received services from a non-participating provider, it is your responsibility to submit a claim for consideration. You must obtain a standard claim form from the provider and send the claim to Paramount at the address below *within 120 days from the date of the service*. Be sure to include your Paramount ID number and a brief explanation of the circumstances related to the service.

Paramount Insurance Company  
P.O. Box 928  
Toledo, Oh 43697-0928

Paramount will send reimbursement directly to Participating Providers for Covered Services. In most cases, reimbursement for Covered Services will be sent directly to a non-participating provider, but instead may be paid directly to you. Claims are processed within 30 days from receipt of a fully completed claim. If any claim is denied, Paramount will send you an "Explanation of Benefits" with the reason for the denial. If you receive a denial on a claim and need further explanation or wish to appeal the denial, you may call the Member Services Department for assistance. The appeal process is also described in Section 6, Internal Claims and appeals Procedures and External Review of this certificate.

### **Non-Covered Services**

If you receive services that are not covered under your benefit plan, you are responsible for full payment to the provider of those services.

### **If You Receive a Bill**

Copays are due at time of service. For Covered Services, you may be billed for Deductibles and Coinsurance by Participating Providers. Providers may bill you for non-covered services. If you have any questions about any amount(s) shown on the bill or statement, please contact Member Services.

### **New Technology Assessment**

Paramount investigates all requests for coverage of new technology using the *HAYES Medical Technology Directory®* and current evidenced-based medical/scientific publications. If further information is needed, Paramount utilizes additional sources including Medicare and Medicaid policy and Food and Drug Administration (FDA) releases. This information is evaluated by Paramount's Medical Director and other physician advisors.

### **Privacy and Confidentiality**

Paramount will keep all documented Member medical and personal information, whether obtained in writing or verbally, in the strictest confidence. Paramount will provide Members the opportunity to approve or deny the release of personal health information, except when such release is required by law. See Paramount's Notice of Privacy Practice for more information.

### **Ownership and Physician Compensation**

Paramount contracts with Participating Providers for health care services on an economically competitive basis, while taking steps to ensure that Paramount members receive quality health care. Paramount reimburses Participating Providers through "fee-for-service". Fee-for-service is the payment of a specific amount for each specific service provided by the physician. The amount is determined by Paramount, based on the procedure performed, and the Paramount allowed

amount for that procedure. Participating Providers agree to accept the Paramount allowed amount (from a contractual fee schedule) as payment in full. Participating Primary Care Providers are not subject to any risk or financial incentives for hospitalization or referring their patients for specialized services.

Through the Paramount fee schedule, Paramount obtains discounts. When Coinsurance is charged as a percentage of eligible expenses, the amount a Member pays is determined as a percentage of the allowed amount (fee schedule) between Paramount and the participating provider, rather than a percentage of the provider's billed charge. Paramount's allowed amount is ordinarily lower than the participating provider's billed charge. Therefore, the benefit of the discount is passed on to you.

Paramount also offers optional prescription drug programs to employer groups. If your employer has elected to offer a prescription drug program, the program is administered by a pharmacy benefit manager (PBM) on behalf of Paramount. Not all benefit plans include coverage for outpatient prescription drugs. Refer to your Schedule of Benefits. Contact the Member Service Department if you have questions.

## **Patient Safety**

Paramount is working with other hospitals, physicians and health plans to educate our Members about patient safety. Here is what you can do to improve the safety of your medical care:

- Provide your doctors with a complete health history.
- Be an active member of your health care team. Take part in every decision about your health care. Speak up – ask questions.
- Make sure that all of your doctors know about everything that you are taking, including over the counter medications and herbal/dietary supplements.
- Make sure that your doctors know about any allergies and reactions to medications that you have had.
- Ask for test results. Don't assume that no news is good news.
- Advise your doctor of any changes in your health.
- Follow your doctors' advice and the instructions for care that you and your doctor have agreed on.
- Make sure that you can read the prescriptions you get from your doctor.
- Ask your doctor and pharmacist questions about your medications.
  - What is the medication for?
  - What are the brand and generic names of the medication?
  - What does the medication look like?
  - How should it be taken and for how long?
  - What should you do if you miss a dose?
  - How should you store the medication?
  - Does the medication have side effects? What are they? What should you do if they occur?
- When you pick up the medication, ask the pharmacist if this is the medication that was prescribed.
  - Make sure that you understand the instructions on the label.
  - Ask the pharmacist about the best device to measure liquid medications.
  - Read the information that is provided by the pharmacy.

It is always important that you play an active role in decisions about your health and your health care. Take responsibility – you can make a difference!

If you ever find yourself in the hospital, you'll likely have many health care workers taking care of you. While they make every effort to provide appropriate care, sometimes errors can happen. By taking an active role in your care and asking questions, you can help make sure the care you receive is right for you.

Should you find yourself needing hospital care, be sure to:

- Do your homework. Make sure that the hospital you're being treated in has experience in treating your condition. If you need help getting this information, ask your doctor or call Paramount Member Service Department.
- See that health care workers wash their hands before caring for you. This is one way to prevent the spread of germs at home and infections in a hospital. Studies have shown that when patients checked whether health care staff had washed their hands, the workers washed their hands more often and used more soap.
- Ask about services or tests. Make sure to ask what test or x-ray is being done to make sure you are getting the right test. In the example of a knee surgery, be sure that the correct knee is prepped for surgery. A tip from the American Academy of Orthopaedic Surgeons urges their physicians to sign their initials on the site to be operated on before surgery.
- Ask about what to do when you get home. Before leaving the hospital, be sure the doctor talks to you about any medicines you need to take. Make sure you know how often, what dose to take, and any side effects to expect from the medicine. Also ask when you can return to your regular activities. See if the doctor has advice on things you can do to help your recovery.

If you have any questions or if things just don't seem right after you come home, be sure to call your doctor right away.

### **3. WHAT TO DO FOR URGENT CARE OR EMERGENCY MEDICAL CONDITIONS**

#### **Urgent Care Services**

URGENT CARE SERVICES means Covered Services provided for an Urgent Medical Condition. An Urgent Medical Condition is an unforeseen condition of a kind that usually requires medical attention without delay but that does not pose a threat to the life, limb or permanent health of the injured or ill person. Urgent Medical Conditions include but are not limited to:

- Colds and cough, sore throat, flu
- Earache
- Persistent high fever
- Minor cuts where bleeding is controlled
- Sprains
- Sunburn or minor burn
- Skin rash

Urgent Medical Conditions should be treated by your Primary Care Provider (PCP) or, in the event your PCP is not available, in a participating urgent care facility. You should not go to a hospital emergency room for Urgent Medical Conditions. Services received in a hospital emergency room for an Urgent Medical Condition without prior direction from your PCP, a participating Paramount physician or Paramount are not covered

#### **What to do:**

**During office hours:** Call your Primary Care Provider 's office as soon as symptoms persist or worsen. In most cases, your PCP will be able to treat you the same day or the next day. If the office cannot schedule you within a reasonable time, you may seek treatment at a participating urgent care facility or physician's office. The service will be subject to an urgent care facility or office visit copay, depending on where you receive treatment. Your Copay/Coinsurance may be

found in your Schedule of Benefits.

Participating Providers are listed in your Directory of Participating Physicians and Facilities or the Paramount web site at [www.paramounthealthcare.com](http://www.paramounthealthcare.com).

**After office hours:** Call the telephone number of your Primary Care Provider and ask the answering service to have your doctor call you back. When the doctor or a nurse calls back, explain your condition and the doctor or nurse will give you instructions.

**Outside the Service Area:** Call your Primary Care Provider first and explain your condition. If you cannot call your PCP, go to the nearest urgent care or walk-in clinic. The service will be subject to a copay, depending on where you receive treatment. Your Copay/Coinsurance may be found in your Schedule of Benefits.

**Follow-up care within the Service Area:** Your Primary Care Provider will coordinate what care you need after your urgent care services.

**Follow-up care outside the Service Area:** Follow-up services outside the Paramount Service Area will not be covered unless authorized by your Primary Care Provider and Paramount in advance.

ANY TIME AN URGENT CARE PHYSICIAN RECOMMENDS ADDITIONAL CARE, such as a return visit, seeing a specialist, additional testing or X-rays, etc., call Member Services BEFORE you get the services. Member Services can tell you if the service will be covered, or if you need to contact your Primary Care Provider.

## **Emergency Services**

If you are experiencing an emergency, call 9-1-1 or go to the nearest hospital. Services which Paramount determines to meet the definition of Emergency Services will be covered, whether the care is rendered by a Network Provider or Non-Network Provider. Emergency Services rendered by a Non-Network Provider will be covered as network services, however the Member will be responsible for any applicable Coinsurance, Copayment or Deductible.

Hospitals are open to treat an emergency 24 hours a day, 7 days a week. **Follow-up care is not considered an Emergency Service.** Benefits are provided for treatment of Emergency Medical Conditions and emergency screening and Stabilization services without Prior Authorization for conditions that reasonably appear to a prudent layperson to constitute an Emergency Medical Condition based upon the patient's presenting symptoms and conditions. Benefits for Emergency Services include but are not limited to facility costs and physician services, and supplies and prescription drugs charged by that facility. Whenever you are admitted as an Inpatient directly from a hospital emergency room, the emergency room services Copayment for that emergency room visit will be waived.

**Ambulance** (C/L) covered when Medically Necessary. Ambulance and medical transport services may involve ground, air or sea transport. Paramount will cover Emergency Services from non-Participating Providers for Emergency Medical Conditions meeting the definition in Section 7 of this certificate. Members will not be balance billed for services for Emergency Medical Conditions when treated or transported by non-Participating Providers. Please contact Paramount's Member Services Department if you receive a balance bill for services for Emergency Medical Conditions when treated or transported by non-Participating Providers.

**Emergency Medical Condition** means a medical condition that manifests itself by such acute symptoms of sufficient severity, including severe pain that a prudent layperson with an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in any of the following:



1. Placing the health of the individual or, with respect to a pregnant woman, the health of the woman and her unborn Child, in serious jeopardy;
2. Serious impairment to bodily functions; or
3. Serious dysfunction of any bodily organ or part.

An Emergency Medical Condition also includes a behavioral health emergency where the Member is acutely suicidal or homicidal.

**Emergency Services** means the following:

1. A medical screening examination, as required by federal law, that is within the capability of the emergency department of a hospital, including ancillary services routinely available to the emergency department, to evaluate an Emergency Medical Condition;
2. Such further medical examination and treatment that are required by federal law to *Stabilize* an Emergency Medical Condition and are within the capabilities of the staff and facilities available at the hospital, including any trauma and the burn center of the hospital.

**Stabilize/Stabilized** means the provision of such medical treatment as may be necessary to assure, within reasonable medical probability that no material deterioration of an individual's medical condition is likely to result from or occur during a transfer, if the medical condition could result in any of the following:

1. Placing the health of the individual or, with respect to a pregnant woman, the health of the woman or her unborn Child, in serious jeopardy;
2. Serious impairment to bodily functions;
3. Serious dysfunction of any bodily organ or part. In the case of a woman having contractions, "Stabilize" means such medical treatment as may be necessary to deliver, including the placenta.

The determination as to whether or not an **Emergency Medical Condition** exists in accordance with the definition stated in this section rests with Paramount.

#### **What to do:**

**Inside the Service Area:** In the event of an Emergency Medical Condition, call 911, an ambulance or rescue squad or go directly to the nearest medical facility. In the event you are unsure about whether a condition is an Emergency Medical Condition, you may contact your Primary Care Provider for instructions. Medical care is available through Paramount Physicians seven (7) days a week, 24 hours a day. Paramount will cover Emergency Services from non-Participating Providers inside the Service Area for Emergency Medical Conditions meeting the definition in Section 7 of this certificate. Members are not responsible for a balance bill from non-Participating Providers for services for Emergency Medical Conditions when treated or transported by non-Participating Providers. Appropriate Copayments/Coinsurance will be applicable. Please contact Paramount's Member Services Department if you receive a balance bill for services for Emergency Medical Conditions when treated or transported by non-Participating Providers.

Afterward, you should contact your Primary Care Provider for advice on follow-up care.

**Outside the Service Area:** In the event of an Emergency medical Condition, call 911, an ambulance or rescue squad or go to the nearest emergency facility for treatment. Show your Paramount card. In some cases, the provider may require you to make payment and seek reimbursement from Paramount. Paramount will cover Emergency Services from non-Participating Providers outside the Service Area for Emergency Medical Conditions meeting the definition in Section 7 of this certificate. Members will not be balance billed for services for Emergency Medical Conditions when treated or transported by non-Participating Providers.

**Follow-up care within the Service Area:** Follow-up medical care must be arranged by your Primary Care Provider with participating providers.

**Follow-up care outside the Service Area:** Only initial care for an **Emergency Medical Condition** is covered. Any follow-up care outside the Service Area is not covered unless authorized by your Primary Care Provider and Paramount **BEFORE** the care begins.

**If you are admitted to a hospital** outside the Paramount Service Area, you must call Paramount within 24 hours or as soon as reasonably possible. Follow-up care must be coordinated through your Primary Care Provider.

## **The Paramount Service Area**

The Paramount Service Area includes all of Ashland, Crawford, Defiance, Erie, Fulton, Hancock, Henry, Huron, Lucas, Marion, Morrow, Ottawa, Putnam, Richland, Sandusky, Seneca, Williams, Wood, and Wyandot counties, and portions of Allen, Delaware, Hardin, Knox, Lorain and Paulding counties.

## **4. YOUR PLAN**

**SOME BENEFITS DESCRIBED MAY NOT BE COVERED. REFER TO YOUR SCHEDULE OF BENEFITS FOR THE SPECIFIC PROGRAM YOUR EMPLOYER HAS PURCHASED AND FOR ANY APPLICABLE DEDUCTIBLE, COINSURANCE, COPAYMENT AND BENEFIT LIMITATION INFORMATION.**

### **What Is Covered - In General**

Members may receive services described in this certificate, subject to all terms and provisions of the Group Medical and Hospital Service Agreement. (For details, see the Group Medical and Hospital Service Agreement filed with your employer.)

The basic steps you must take to get a doctor's care under your Paramount plan, and situations in which Paramount will not pay for care, are explained in Sections 2 and 3 of this certificate.

To be covered by Paramount, all health services except Preventive Health Services must meet Medical Necessity criteria and be provided by Paramount Participating Providers, or with written Prior Authorization from Paramount. Emergency Services which are required as the result of an Emergency Medical Condition are covered at any medical facility, anytime, anywhere ***without Prior Authorization***.

### **What Is Not Covered - In General**

These services and supplies are not covered:

1. Services by providers chosen only for convenience (for example, if you use a nonparticipating X-ray or lab provider because their offices are nearby).
2. Any service received from any other nonparticipating physician, hospital, person, institution or organization unless:
  - a. Prior special arrangements are made by Paramount or
  - b. Such services are for Emergency Medical Conditions as described in Section 3/What to Do for Urgent Care or Emergency Medical Conditions.
3. Services received before coverage began or after coverage ended. However, if coverage ends while the Member is a patient in a hospital for a service covered by Paramount, charges related to that hospital stay will be covered according to the plan until the Member

- is discharged if the Member has no other coverage. If the Member has new coverage, Paramount will cover up to the effective date of the new plan.
4. Non-emergency services from non-Participating Providers without Prior Authorization from Paramount.
  5. Any court-ordered testing, treatment or hospitalization unless determined to be Medically Necessary by Paramount and rendered by a Participating Provider.
  6. Care for conditions which state or local laws require to be treated in a public facility or for which a Member is not legally required to pay.
  7. Care for disabilities related to military service to which the Member is legally entitled.
  8. Care provided to Members by relatives.
  9. All charges incurred as a result of a non-covered procedure. (Medically Necessary services due to complications of a non-covered procedure are covered.)
  10. All charges for completion of reports, transfer of medical records, or missed appointments, self-help audio cassettes, videos and books.
  11. Assisted reproductive technology such as, artificial insemination, in vitro fertilization, embryo transplant services, GIFT, ZIFT and related services, infertility drugs and any other assisted reproductive technology unless specifically required by state regulation.
  12. For any services or supplies provided to a person not covered under the certificate in connection with a surrogate pregnancy (including, but not limited to, the bearing of a Child by another woman for an infertile couple).
  13. All claims for benefits submitted by or on behalf of the Member after one (1) year from the date of service.
  14. Services received in a hospital emergency room for an Urgent Medical Condition without prior direction from your PCP, a participating Paramount physician or Paramount.

The official terms of your enrollment and health benefits under Paramount Insurance Company are stated in the Group Medical and Hospital Service Agreement on file with your employer.

### **What Is Covered/What Is Not Covered - Specific Services**

A Copayment or Coinsurance may be required for Covered Services when this notation (C/L) appears. The notation (C/L) also indicates that there may be additional limitations to these services according to your employer's benefit plan. Benefit limits for Supplemental Health Care Services may be day or visit limits or a maximum benefit limit each Contract Year. At the start of a new Contract Year, benefits with limitations will renew. For these services, see your Schedule of Benefits for your Copayment/Coinsurance requirements and specific limitations on services.

A list of services follows, in alphabetical order:

**Abortion** Not covered, unless Medically Necessary (i.e., to save the life or protect the health of the mother).

**Acupuncture** Not covered.

**Alcohol abuse/addiction treatment** (See Substance Abuse services.)

**Allergy testing and therapy (injections)** (C/L) Covered.

**Alternative Medicine/Therapy** Not covered. Including but not limited to: related laboratory testing, non-prescription drugs or medicines, vitamins, nutrients, food supplements, biofeedback training, neurofeedback training, hypnosis, acupuncture, acupressure, massage therapy, aromatherapy, Chelation therapy, rolfing and related diagnostic tests.

**Biofeedback** Not covered.

**Blood** Covered for the cost of administration and storage of blood and blood products,

when a volunteer replacement program is not available.

**Breast Augmentation or Reduction** Not covered.

**Clinical Trial** (C/L) Coverage is provided to a qualified individual (as defined under PHS Act section 2709(b)) for routine patient care rendered as part of a clinical trial if the services are otherwise covered services under this certificate. A qualified individual is generally a participant or beneficiary who is eligible to participate in an approved clinical trial according to the trial protocol with respect to the treatment of cancer or another life-threatening disease or condition; and either: (1) the referring Health Care Professional is a participating provider and has concluded that the individual's participation in such trial would be appropriate; or (2) the participant or beneficiary provides medical and scientific information establishing that the individual's participation in such trial would be appropriate. Paramount:

(1) may not deny the qualified individual participation in an approved clinical trial with respect to the treatment of cancer or another Life-Threatening Disease or Condition;  
(2) may not deny (or limit or impose additional conditions on) the coverage of routine patient costs for items and services furnished in connection with participation in the trial; and  
(3) may not discriminate against the individual on the basis of the individual's participation in the trial.

For clinical trials, Life-Threatening Disease or Condition means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

In Ohio for cancer clinical trials the following applies:

1) Coverage is not limited to a "qualified individual" as defined in federal law.  
2) The participant is not required to have a referral from a participating health professional or provide medical and scientific information establishing the appropriateness of participation.

**Chiropractic services** Not Covered unless indicated on your Schedule of Benefits.

If chiropractic services coverage has been added to your coverage it is stated in your Schedule of Benefits. Paramount will cover the services of participating chiropractors. All services will be subject to the Copay and limitations described in the Schedule of Benefits. (C/L)

Not Covered:

- Services rendered by non-participating chiropractors.
- Services in excess of benefit or visit limits.

**Contraceptive services** (C/L) Paramount covers at least one form of contraception in each of the methods that the FDA has identified as preventive for women including clinical services and patient education and counseling needed for provision of the contraceptive method. Some contraceptive methods may be covered under an outpatient prescription drug benefit. If outpatient prescription drug services are provided through Paramount it is stated in your Schedule of Benefits. Refer to Prescription Drug Programs in this certificate for additional details. Not covered due to religious employer exemption.

**Cosmetic therapy or surgery** Not covered. Cosmetic therapy or surgery is a procedure primarily for the purpose of altering or improving appearance.

Including but not limited to:

- Skin tags
- Sclerotherapy for spider angiomas (veins)

- Breast reduction/augmentation
- Face lifts, tummy tucks, panniculectomy and liposuction. Blepharoplasty (eyelid lift), unless Medically Necessary)
- Scar revision and correction
- Removal of pigmentation, tattoo removal
- Torn pierced ear lobes
- Chemical face peels and dermabrasion

**Custodial Care** Not covered.

**Dental treatment and oral surgery** (C/L) A separate dental plan will be primary when available. The following services are covered ONLY for the following limited oral surgical procedures when you have Prior Authorization:

- First aid received within forty-eight (48) hours of an accidental injury to sound natural teeth, the jaw bones or surrounding tissues. This includes only extraction of teeth, emergency treatment of teeth and repair of soft tissue. Not covered: Replacement or restoration of teeth.
- Medically Necessary orthognathic (jaw) surgery, as determined by Paramount
- Treatment for tumors and cysts (including pathological examination) of the jaws, cheeks, lips, tongue, roof and floor of the mouth
- Medically Necessary oral surgery to repair fractures and dislocations of the upper and/or lower jawbone only
- Medical treatment for temporomandibular joint syndrome or dysfunction (TMJ)

Not covered: General dental care services, including but not limited to:

- Treatment on or to the teeth, bridges or crowns
- Extraction of teeth, including impacted wisdom teeth
- Treatment of granuloma
- Dental treatment including splints and oral appliances for temporomandibular joint syndrome or dysfunction (TMJ)
- Placement, removal or replacement of implants of the teeth and alveolar ridge including preparatory oral and maxillofacial surgery (bone grafts)
- Treatment of periodontal (gum) disease and abscesses
- Root canals
- Bite plates, retainers, snore guards, splints, orthodontic braces or any appliance or device that is fitted to the mouth
- Any other dental products or services
- Treatment required for an injury as a result of chewing or biting

If general dental care services have been added to your coverage, it is stated in your Schedule of Benefits.

**Diagnostic services** (C/L) Covered for Medically Necessary outpatient diagnostic testing by a Participating Provider. Covered Services include:

- X-rays and other radiology services, including mammograms for any person diagnosed with breast disease
- Laboratory tests
- EKGs, EEGs
- Hearing tests
- Pre-admission tests
- Imaging/Nuclear cardiology studies when preauthorized by PCP or Participating Specialist.

Not covered: Court-ordered testing unless determined to be Medically Necessary by Paramount and rendered by a Participating Provider.

**Drugs and other medicines** (C/L) Covered when given during a hospital stay.

Outpatient prescription drugs -If an outpatient prescription drug program through Paramount has been added to your coverage it is stated in your Schedule of Benefits. Refer to Prescription Drug Programs of this certificate.

**Drug abuse/addiction treatment** (See Substance Abuse services.)

**Durable Medical equipment** (C/L) If you have durable medical equipment coverage it is stated in your Schedule of Benefits. The item must serve a medical purpose only and be able to withstand repeated use. Paramount covers medical equipment and supplies that are covered by Medicare Part B and meet Medicare Part B criteria. This includes but is not limited to: oxygen, crutches, wheelchairs, hospital beds, ostomy supplies, etc.

If your plan includes coverage for outpatient prescription drug benefits, certain supplies and equipment obtained by Mail Service or from a Network Pharmacy (such as those for diabetes and asthma) are covered under Prescription Drug Benefits. Refer to your formulary list or contact Paramount to determine approved covered supplies.

Not covered:

- Medical equipment and supplies not covered by Medicare Part B
- Disposable supplies (except for ostomy supplies), e.g., test kits
- Exercise equipment, air conditioners
- Penile implants, erectile devices
- Shoes including molds and inserts (foot orthotics) unless covered by Medicare Part B
- Wigs
- Bite plates, retainers, snore guards, splints or any appliance or device which is fitted to the mouth

**Emergency services** (C/L) Covered for Emergency Services for Emergency Medical Conditions meeting the definition in Section 3 of this certificate. The facility (hospital) charge will be subject to the appropriate Copayment/Coinsurance. Benefits for Emergency Services include but are not limited to facility costs and physician services, and supplies and prescription drugs charged by that facility. If there is a Copayment it will be waived if the Member is admitted as a hospital inpatient. All other physician and professional services charges will be subject to the appropriate Coinsurance as described in the Covered Services section of your Summary of Benefits. If you receive Emergency Services at an Out-of-Network facility or Provider, the most the provider or facility may bill you is your plan's in-network cost-sharing amount (such as copayments and coinsurance). You cannot be balance billed for these services. This includes services you may receive after you're in stable condition, unless you provide written consent and give up your protections not to be billed for these post-stabilization services.

**Experimental/Investigative Services** Not covered, any Drug, biologic, device, Diagnostic, product, equipment, procedure, treatment, service, or supply used in or directly related to the diagnosis, evaluation, or treatment of a disease, injury, illness, or other health condition which we determine to be Experimental/Investigative is not covered. We will deem any Drug, biologic, device, Diagnostic, product, equipment, procedure, treatment, service, or supply to be Experimental/Investigative if we determine that one or more of the following criteria apply when

the service is rendered with respect to the use for which benefits are sought. The Drug, biologic, device, Diagnostic, product, equipment, procedure, treatment, service, or supply:

- cannot be legally marketed in the United States without the final approval of the Food and Drug Administration (FDA), or other licensing or regulatory agency, and such final approval has not been granted;
- has been determined by the FDA to be contraindicated for the specific use; or
- is provided as part of a clinical research protocol or clinical trial or is provided in any other manner that is intended to evaluate the safety, toxicity, or efficacy of the Drug, biologic, device, Diagnostic, product, equipment, procedure, treatment, service, or supply; or
- is subject to review and approval of an Institutional Review Board (IRB) or other body serving a similar function; or
- is provided pursuant to informed consent documents that describe the Drug, biologic, device, Diagnostic, product, equipment, procedure, treatment, service, or supply as Experimental/Investigative, or otherwise indicate that the safety, toxicity, or efficacy of the Drug, biologic, device, Diagnostic, product, equipment, procedure, treatment, service, or supply is under evaluation.

Any service not deemed Experimental/Investigative based on the criteria above can still be deemed Experimental/Investigative by Paramount. In determining whether a Service is Experimental/ Investigative, we will consider the information described below and assess whether:

- the scientific evidence is conclusory concerning the effect of the service on health outcomes;
- the evidence demonstrates the service improves net health outcomes of the total population for whom the service might be proposed by producing beneficial effects that outweigh any harmful effects;
- the evidence demonstrates the service has been shown to be as beneficial for the total population for whom the service might be proposed as any established alternatives; and
- evidence demonstrates the service has been shown to improve the net health outcomes of the total population for whom the service might be proposed under the usual conditions of medical practice outside clinical investigatory settings.

The information considered or evaluated by Paramount to determine whether a Drug, biologic, device, Diagnostic, product, equipment, procedure, treatment, service, or supply is Experimental/Investigative under the above criteria may include one or more items from the following list which is not all inclusive:

- published authoritative, peer-reviewed medical or scientific literature, or the absence thereof; or
- evaluations of national medical associations, consensus panels, and other technology evaluation bodies; or
- documents issued by and/or filed with the FDA or other federal, state or local agency with the authority to approve, regulate, or investigate the use of the Drug, biologic, device, Diagnostic, product, equipment, procedure, treatment, service, or supply; or
- documents of an IRB or other similar body performing substantially the same function; or
- consent document(s) and/or the written protocol(s) used by the treating Physicians, other medical professionals, or facilities or by other treating Physicians, other medical professionals or facilities studying substantially the same Drug, biologic, device, Diagnostic, product, equipment, procedure,

- treatment, service, or supply; or
- medical records; or
- the opinions of consulting providers and other experts in the field.

Paramount will identify and weigh all information and determine all questions pertaining to whether a Drug, biologic, device, Diagnostic, product, equipment, procedure, treatment, service, or supply is Experimental/Investigative.

**Employer requested exams and treatment** Not covered, unless determined to be Medically Necessary by Paramount and rendered by a Participating Provider or when mandated under federal law (PPACA) as a Preventive Health Service and rendered by a Participating Provider.

**Foot Care** (C/L) Covered when properly referred to a Participating Specialist.

Not covered:

- Trimming and/or scraping of calluses, corns and nails except for services with a diagnosis of diabetes or other conditions causing loss of sensation.
- Foot orthotics including shoes, shoe molds and inserts, unless the Member's condition meets Medicare Part B criteria.
- Extra Corporeal Shock Wave Therapy (ESWT)

**Gastric stapling, by-pass or diversion** (See Weight-loss treatments Morbid Obesity Surgery.)

**Growth hormones/steroids** Not covered for use to promote growth and development.

**Habilitative services** (C/L) Cover health care services and devices that help a person keep, learn, or improve skills and functioning for daily living. This includes but is not limited to habilitative services for Members with a medical diagnosis of Autism Spectrum Disorder (ASD) which at a minimum includes:

1. Out-Patient Physical Rehabilitation services including:
  - a. Speech and Language therapy and/or Occupational therapy, performed by a licensed therapist twenty(20) visits per year of each service; and
  - b. Clinical Therapeutic Intervention under the supervision of a professional who is licensed, certified, or registered by an appropriate agency of this state to perform the services in accordance with a health treatment plan, twenty (20) hours per week;
2. Mental or Behavioral Health Outpatient Services performed by a licensed Psychologist, Psychiatrist, or Physician providing consultation, assessment, development and oversight of treatment plans.

Coverage provided under this benefit is contingent upon the Covered Person receiving pre-authorization and the services being prescribed or ordered by either a developmental pediatrician or a psychologist trained in autism. Paramount may review the treatment plan annually or more frequently if Paramount and the treating physician or psychologist, agree that a more frequent review is necessary. Treatment for ASD means evidence-based care and related equipment determined to be medically necessary, including any of the following:

- Clinical Therapeutic Intervention
- Pharmacy care
- Psychiatric care
- Psychological care
- Therapeutic care



**Hearing Aid and Related Services** For Covered Persons under age twenty-two (22) who are verified as being deaf or hearing impaired by a licensed audiologist, an otolaryngologist or other licensed Physician, benefits are provided for hearing aids and related services, subject to the limitations shown on the Schedule of Benefits.

For the purposes of this coverage, the following definitions apply:

- a. "Hearing aid" means any wearable instrument or device designed or offered for the purpose of aiding or compensating for impaired human hearing, including all attachments, accessories, and parts thereof, except batteries and cords, that is dispensed by a licensed audiologist, a licensed hearing aid dealer or fitter, or any otolaryngologist.
- b. "Related services" means services necessary to assess, select, and appropriately adjust or fit a hearing aid, to ensure optimal performance.

A Covered Person may choose a higher priced hearing aid and may pay the difference in cost above the benefit maximum appearing in the Schedule of Benefits, without any financial or contractual penalty to the Covered Person or to the Provider of the hearing aid.

Coverage is provided only for hearing aids that are considered medically appropriate to meet the needs of the Covered Person, according to professional standards established by the state speech and hearing professionals' board.

**Home health care** (C/L) Covered when properly referred to Participating Providers. Services include:

- Physician services
- Intermittent skilled nursing care
- Physical, occupational and speech therapy
- Other Medically Necessary services

Not covered:

- Personal comfort and convenience items and services such as meals, housekeeping, bathing and grooming.
- Any services or supplies furnished by a non-eligible institution, which is any institution other than a hospital or skilled nursing facility (for example, custodial, convalescent, domiciliary and intermediate or day care)
- Care provided by family members
- Private-duty nursing in the home - If private-duty nursing has been added to your coverage it is stated in your Schedule of Benefits.
- Trimming of calluses, corns and nails
- Custodial or respite care

**Hospice services** (C/L) Covered when Medically Necessary for terminally ill patients and when properly referred to Participating Providers.

### **Hospital and other facility services**

*Inpatient services:* (C/L) Covered for inpatient room, board and general nursing care in non-private rooms. (See Section 2/Entering the Hospital)

*Outpatient services:* (C/L) Covered; including surgery, observation care and diagnostic testing. Outpatient emergency room care is covered under certain conditions. (See Section 3/Emergency Services and Urgent Care Services.)

*Outpatient Surgery:* (C/L) Certain benefit plans may have a Copayment or Coinsurance if an  
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outpatient surgical facility or hospital surgical treatment room is used. Outpatient surgical facilities or hospital surgical treatment rooms are used for surgical procedures and other procedures including but not limited to endoscopic procedures such as colonoscopy, arthroscopy, laparoscopy and pain blocks (injections). See your Schedule of Benefits.

**Professional services:** (C/L) The services of physicians and other professionals are covered when related to eligible inpatient and outpatient hospital services. Covered services include:

- Surgery
- Medical Care
- Newborn Care
- Obstetrical Care
- Anesthesiology
- Radiology and pathology

Except in an emergency, admissions must be to Participating Hospitals and must have Prior Authorization from Paramount.

**Services and supplies:** Covered when Medically Necessary if you are an inpatient or outpatient.

Not covered:

- Personal convenience items and services (telephone or television rental, guest meals, etc.)
- Private rooms, unless determined to be Medically Necessary by Paramount
- Private-duty nursing while an inpatient
- Any services or supplies furnished by a non-eligible institution, which is any institution other than a hospital or skilled nursing facility (for example, custodial, convalescent, domiciliary and intermediate or day care)

## **PLEASE REFER TO YOUR SCHEDULE OF BENEFITS FOR INPATIENT AND OUTPATIENT LIMITATIONS.**

**Infertility Services** (C/L) Covered for the Medically Necessary diagnosis and for exploratory procedures to determine infertility including surgical procedures to correct the medically diagnosed disease or condition of the reproductive organs including but not limited to endometriosis, collapsed/clogged fallopian tubes, or testicular failure.

Not Covered

- Infertility drugs – If infertility drug coverage has been added to your coverage it is stated in your Schedule of Benefits. Refer to Prescription Drug Programs in this certificate for additional details.
- Any assisted reproduction technology (ART) such as:
  - Artificial insemination,
  - In vitro fertilization,
  - Embryo transplant services, GIFT, ZIFT, zygote transfer,
  - Reversal of voluntary sterilization,
  - Ovarian tissue transplant and related services,
  - Cost of donor sperm or donor egg, and
  - Services and supplies related to ART procedures.

**Kidney disease treatments** (C/L) Covered for all Medically Necessary services or conditions including:

- Hemodialysis

- Peritoneal dialysis
- Kidney transplant services (see Transplants)
- If the patient qualifies for End-Stage Renal Disease (ESRD) benefits under Medicare, we will coordinate benefits as the secondary carrier. All Paramount procedures must be followed.

**Laser treatment including Candela, V-beam and photodynamic therapy for rosacea, port wine stains and other skin disorders.** Not Covered.

## **Mammography**

Coverage for mammography includes:

- Screening mammography to detect the presence of breast cancer in adult women. One screening mammography every year, including digital breast tomosynthesis;
- Supplemental breast cancer screening to detect the presence of breast cancer in adult women meeting either of the following conditions:
  - The woman's screening mammography demonstrates, based on the breast imaging reporting and data system established by the American College of Radiology, that the woman has dense breast tissue;
  - The woman is at an increased risk of breast cancer due to family history, prior personal history of breast cancer, ancestry, genetic predisposition, or other reasons as determined by the woman's Health Care Provider.

For a screening mammography or supplemental breast cancer screening, the maximum cost share a Member will be responsible for will not exceed one hundred thirty percent (130%) of the Medicare reimbursement amount, and the provider cannot balance bill for the amount exceeding one hundred thirty percent (130%).

## **Maternity care and family planning** (C/L) Covered for:

- Prenatal and postnatal care (office visit copay does not apply to prenatal and postnatal visits)
- Delivery including complications of pregnancy, hospitalization and anesthesia. A minimum hospitalization of forty-eight (48) hours will be allowed for normal vaginal delivery and ninety-six (96) hours for cesarean delivery unless you and your physician determine otherwise. If you are discharged earlier, follow-up home health care by a participating provider will be covered for at least seventy-two (72) hours after discharge.
- Medically Necessary follow-up care in a medical setting or through home health care visits by a provider experienced in maternity and newborn care, as determined by the provider responsible for discharge.

Not covered:

- For any services or supplies provided to a person not covered under the certificate in connection with a surrogate pregnancy (including, but not limited to, the bearing of a Child by another woman for an infertile couple).
- Abortions, unless Medically Necessary (i.e., to save the life or protect the health of the mother)
- Outpatient self-administered prescription drugs

## **Mental Health services** (C/L)

Financial requirements and treatment limitations imposed on any mental health and substance use disorder benefits provided under your Plan cannot be more restrictive than the predominant financial requirements and treatment limitations that apply to substantially all medical/surgical

benefits. Treatment of mental health and substance use disorder benefits provided under your Plan must comply with section 2726 of Public Health Service Act, as amended, and any applicable implementing regulations.

- **Services for a Biologically and/or Non-Biologically Based Mental Illness (C/L)**  
Covered for inpatient and outpatient care, emergency care and prescription drugs (if a prescription drug program has been added to your coverage) subject to the same Deductible, Copayments and/or Coinsurance, plan standards and medical management processes as any other medical/surgical benefit within the same classification or sub classification. This includes intermediate levels of care such as residential treatment, partial hospitalization and intensive outpatient services.
- Outpatient office visits are subject to the Primary Care Physician Copayment/Coinsurance.

Not covered:

- Court-ordered testing or treatment unless determined to be Medically Necessary by Paramount and rendered by a Participating Provider
- Testing and treatment for learning disabilities and mental retardation
- Marriage or relationship counseling
- Hypnosis and biofeedback
- Social skills classes, behavioral modification and other training programs

**Morbid Obesity Surgery** Not covered, including, gastric reservoir reduction, gastric stapling or diversion for weight loss

(C/L) Surgery for the purpose of weight reduction or control is not covered except when specifically approved in advance by Paramount as Medically Necessary for severely obese Members with documented high-risk co-morbidities. Prior Authorization from Paramount must be obtained and the surgery must be performed by Participating Providers authorized by Paramount to perform morbid obesity surgery. To obtain Prior Authorization, the Member must qualify under Paramount's Morbid Obesity Surgery medical policy. If approved for coverage, the Member will be responsible for the Copayment/Coinsurance stated in the Schedule of Benefits on services related to the surgery and related post-surgical services. The Copayment/Coinsurance on Covered Services related to morbid obesity surgery and post-surgical services will not apply to the Out-of-Pocket Copayment Limit.

Not covered:

- Surgery for the treatment of morbid obesity that does not meet the criteria in Paramount's Morbid Obesity Surgery medical policy and/or was not prior authorized by Paramount
- Morbid Obesity Surgery, and related services, that are not performed by Participating Providers authorized by Paramount to perform morbid obesity surgery.
- Cosmetic procedures, including but not limited to tummy tuck or panniculectomy following morbid obesity surgery.]

**Office visits** (C/L) Covered for:

- Your Primary Care Provider (PCP)
- Participating OB/GYNs and other Participating Specialists
- Eligible services provided during each visit, may include:
  - Periodic physical exams
  - Well-baby/child exams

- Gynecological exams
- Immunizations
- Diagnostic procedures
- Medical/surgical procedures

**Oral surgery** (See Dental service and oral surgery.)

**Plastic surgery** (See Reconstructive surgery.)

**Penile implants** Not covered.

**Physical exams** (C/L) Covered if exams are periodic physical exams as considered Medically Necessary by the physician or when mandated under federal law (PPACA) as a Preventive Health Service and rendered by a Participating Provider.

**Prescription Drug Program** (C/L)

**If you have a Prescription Drug Program it is stated in your Schedule of Benefits. Some benefits described here may not be covered. Refer to your Schedule of Benefits for the specific program your Employer has purchased and for any applicable Deductible, Coinsurance, Copayment, and Benefit Limitation information.**

Pharmacy and Therapeutics (P&T) Committee: The Plan has a Pharmacy and Therapeutics (P&T) Committee, consisting of Health Care Professionals, including but not limited to local pharmacists, and physicians. The purpose of this committee is to assist in determining clinical appropriateness of drugs; determining the tier assignments of drugs; and advising on programs to help improve care. Such programs include, but are not limited to, drug utilization programs, Prior Authorization criteria, therapeutic conversion programs, cross-branded initiatives, drug profiling initiatives, etc.

Paramount's P&T reviews and approves Paramount's Formulary annually. However, formulary management may be delegated to the Pharmacy Benefit Manager (PBM). When formulary management is delegated, the initial formulary is approved by Paramount's P&T, but ongoing formulary changes throughout the year are reviewed and approved by the PBM's P&T committee or other clinical working group that handles the delegated function of formulary management. Should there be formulary changes throughout the year, you will be notified no less than 30 days before implementation of the change.

Pharmacy Benefits Manager: The pharmacy benefits available to you under this certificate are administered by Our Pharmacy Benefits Manager (PBM). The PBM is a company with which the Plan contracts to administer your pharmacy benefits. The PBM has a national network of participating pharmacies referred to as Network Pharmacies. If you have prescription drug coverage as part of your health plan, the PBM is indicated on your Paramount identification card.

Example services that the PBM provides include managing a network of retail pharmacies, operating a Mail Service pharmacy and prescription drug claims processing. The PBM, in consultation with the Plan, also provides services to promote and enforce the appropriate use of pharmacy benefits. These services can include reviews for possible excessive use, recognized and recommended dosage regimens, and Drug interaction screenings.

Covered Prescription Drug Benefits: A valid prescription is required to obtain all prescription drug benefits. Prescription Drugs, unless otherwise stated, must be Medically Necessary and not Experimental/Investigative, in order to be Covered Services. For certain Prescription Drugs, the prescribing Physician may be asked to provide additional information before the Health Plan can

determine Medical Necessity. The Health Plan can establish quantity and/or age limits for specific Prescription Drugs which the PBM will administer. Covered Services will be limited based on Medical Necessity, quantity and/or age limits established by the Health Plan, or utilization guidelines.

- FDA approved Prescription Legend Drugs.
- FDA approved Specialty Drugs.
- Injectable insulin and syringes used for administration of insulin.
- Contraceptive devices, oral immunizations, and biologicals, although they are legend drugs may be payable as medical supplies based on where the service is performed or the item is obtained. If such items are over-the-counter drugs, devices or products, they are not Covered Services unless prescribed by a physician and covered as a preventive service, as required by federal and state law.
- Off label use of FDA approved drugs as defined in ORC 1751.66. Paramount shall not limit or exclude coverage for any drug approved by the United States Food and Drug administration on the basis that the drug has not been approved by the United States Food and Drug administration for the treatment of the particular indication for which the drug has been prescribed, provided the drug has been recognized as safe and effective for treatment of that indication in one or more of the standard medical reference compendia adopted by the United States Department of Health and Human Services.
- Certain supplies and equipment obtained by Mail Service or from a Network Pharmacy (such as those for diabetes) are covered under Prescription Drug Benefits. Refer to your formulary list or contact Paramount to determine approved covered supplies. Other supplies, equipment or appliances may be covered as Medical Supplies, Equipment and Appliances instead of under Prescription Drug benefits.

Non-Covered Prescription Drug Benefits: The following exclusions apply:

1. Unless otherwise specified in your summary of benefits, durable medical equipment, therapeutic devices, support garments; and other supplies or substances which may be obtained without a prescription;
2. Prescription Drugs or Refills in excess of either the quantity or days supply indicated on the prescription. For any prescription that is filled before the designated days supply on the previous fill has been exhausted, the member will be responsible for full cost of the prescription.
3. Dietary supplements and some prescription vitamins (other than prenatal vitamins or those mandated by PPACA guidelines);
4. Prescription Drugs used for cosmetic purposes such as: drugs used to decrease wrinkles, drugs to promote hair growth, and drugs to control perspiration;
5. Drugs for weight loss including diet pills and appetite suppressants;
6. Drugs that do not require a prescription for dispensing known as "Over-the-Counter" drugs unless approved by the Plan;
7. Any prescription products that are not FDA approved medications or are labeled as experimental or investigational. This includes prescription devices;
8. Prescription Drugs used to enhance athletic or sexual performance;
9. Compounded medications are not covered when a similarly equivalent product is available commercially, when the active ingredients do not require a Prescription, or there is insufficient evidence to prove the specific formulation is safe and effective. The Plan will not pay any preparation fee for compounded medications;
10. Any Prescription Drug which is determined to have been abused or otherwise misused by a Covered Person;

11. Any claim for Prescription Drug(s) submitted to the Plan or the PBM for reimbursement more than one (1) year from the date the Prescription Drug was dispensed will not be eligible for reimbursement;
12. Prescription Drugs for which the cost is recoverable under any workers' compensation or occupations disease law or any federal or state agency or any drug for which no or substantially discounted charge is made;
13. Prescription Drugs that are prescribed, dispensed or intended for use during a hospital inpatient or skilled nursing facility stay;
14. Non-Formulary Prescription Drugs unless determined to be medically necessary through the Non-formulary Exceptions process;
15. Prescription Drugs obtained from Non-Network Pharmacies.
16. Growth hormones for growth and development unless medically necessary and covered according to your summary of benefits;
17. Any drugs or devices used for treatment of male/female sexual dysfunction including but not limited to erectile dysfunction, delayed ejaculation, anorgasmia and decreased libido;
18. Fertility drugs unless otherwise stated in your summary of benefits.

#### How to Obtain Prescription Drug Benefits:

You may be enrolled in one or more of the following programs - Retail Pharmacy Program, Mail Order Pharmacy Program, Specialty Drugs, Preventive Drugs, Infertility Drugs, and Sexual Dysfunction Drugs. Refer to your Schedule of Benefits for details.

**Retail Pharmacy Program:** If you have the Retail Pharmacy Program, show your Paramount identification card to the pharmacist when purchasing prescription drugs and certain over-the-counter medications approved by Paramount. When you use a network pharmacy, you will be responsible for your drug Copay and the pharmacist will submit your claim electronically to the PBM. Prescription Drugs dispensed by a Non-Network Pharmacy are not covered.

**Mail Order Pharmacy Program:** If you have the Mail-Order Pharmacy Program, it is stated on your Schedule of Benefits. A convenient network mail order service is beneficial for those who take medications regularly for chronic conditions. If your physician prescribes this type of medication, you may want to use the Mail Order Pharmacy Program. Specialty Drugs are not available through the standard Mail Order Program. Certain medications are required to be obtained through a mail order pharmacy. Your medication will be mailed directly to your home.

**Note:** Coordination of Benefits applies to the Prescription Drug Program. Prescription drug benefits will be coordinated with those of any other health coverage plan.

**CVS Maintenance Choice (90-day) Pharmacy Program** - The Maintenance Choice program is for prescription drugs taken continuously to manage chronic or long-term conditions, such as high blood pressure, asthma, diabetes, or high cholesterol. After two 30-day fills of a prescription medication that is on the CVS Maintenance Choice list, the prescription must be filled for a 90-day supply at either CVS Caremark mail order or a CVS retail store. Members may obtain a list of the CVS Maintenance Choice medications by calling the Member Services telephone number on the back of their Identification Card, or by reviewing the list on the internet at [www.paramounthealthcare.com](http://www.paramounthealthcare.com).

**Additional Options** you may have – Refer to your Schedule of Benefits for the specific program your Employer has purchased and for any applicable Deductible, Coinsurance, Copayment, and Benefit Limitation information.

**Specialty Drugs** covers Prescription Drugs which are self-administered for treatment of certain complex, chronic conditions as determined by Paramount's P & T. See the HMO Specialty Drug List. The Prescription Drugs under the Specialty Drug benefit are not covered under the Member's medical benefit plan. Specialty Drugs must be obtained through a limited Specialty Network

administered by Paramount's PBM. Prior Authorization and limits are required for certain Specialty Drugs and Paramount reserves the right to modify the list of Specialty Drugs.

The "days supply" is the maximum number of days a prescription drug will be dispensed under a single prescription order. The "days supply" is stated on your Schedule of Benefits. Additionally, some prescription drugs have quantity limits and may require prior Prior Authorization before your prescription can be filled. Quantity limits are assigned to medications that are frequently taken inappropriately or used in amounts that exceed dosage or length of treatment recommendations. This is an accepted medical practice. Limits are set based on Food and Drug Administration (FDA) and manufacturer recommendations. If your prescription has a quantity limit, the Network Pharmacy will only dispense enough pills to match the limit.

All Prescription Drug Programs have a drug formulary associated with them. A drug formulary is a list of approved medications for your doctor to use when treating you. A drug formulary may be "open" "closed" or "modified open". Your specific drug formulary is indicated on your Schedule of Benefits. If it is Medically Necessary for you to take a prescription drug that is not on the approved formulary, your doctor must first have it approved through Paramount. Questions regarding your specific drug formulary may be answered by calling the Paramount Member Services Department. Information on the Prescription Drug Program is also available on the Paramount website at: [www.paramounthealthcare.com](http://www.paramounthealthcare.com).

### **PrudentRx Solution for Specialty Medications**

In order to provide a comprehensive and cost-effective prescription drug program for you and your family, Paramount has contracted to offer the PrudentRx Solution for certain specialty medications. The PrudentRx Solution assists members by helping them enroll in manufacturer copay assistance programs. Medications on the PrudentRx Program Drug List are included in the program and will be subject to a 30% co-insurance, after satisfaction of any applicable deductible. However, if a member is participating in the PrudentRx Solution, which includes enrollment in an available manufacturer copay assistance program for their specialty medication, the member will have a \$0 out-of-pocket responsibility for their prescriptions covered under the PrudentRx Solution.

Copay assistance is a process in which drug manufacturers provide financial support to patients by covering all or most of the patient cost share for select medications - in particular, specialty medications. The PrudentRx Solution will assist members in obtaining copay assistance from drug manufacturers to reduce a member's cost share for eligible medications thereby reducing out-of-pocket expenses. Participation in the program requires certain data to be shared with the administrators of these copay assistance programs, but please be assured that this is done in compliance with HIPAA.

If you currently take one or more specialty medications included in the PrudentRx Program Drug List, you will receive a welcome letter from PrudentRx that provides information about the PrudentRx Solution as it pertains to your medication. All eligible members must call PrudentRx at 1-800-578-4403 to register for any manufacturer copay assistance program available for your specialty medication as some manufacturers require you to sign up to take advantage of the copay assistance that they provide for their medications. If you do not call PrudentRx, PrudentRx will make outreach to you to assist with questions and enrollment. If you choose to opt out of the PrudentRx Solution, you must call 1-800-578-4403. Eligible members who fail to enroll in an available manufacturer copay assistance program or who opt out of the PrudentRx Solution will be responsible for the full amount of the 30% co-insurance on specialty medications that are eligible for the PrudentRx Solution. If you are on a specialty medication that is not on the PrudentRx list or gets removed from the list, your usual specialty copay/coinsurance will apply.

If you or a covered family member are not currently taking, but will start a new medication covered under the PrudentRx Solution, you can reach out to PrudentRx or they will proactively contact you so that you can take full advantage of the PrudentRx Solution. PrudentRx can be reached at 1-



800-578-440 to address any questions regarding the PrudentRx Solution.

The PrudentRx Program Drug List may be updated periodically. A link to this list is published on the Paramount member webpage.

Payments made on your behalf, including amounts paid by a manufacturer's copay assistance program, for medications covered under the PrudentRx Solution will not count toward your plan deductible or out-of-pocket maximum (if any), unless otherwise required by law. Also, payments made by you for a medication that does not qualify as an "essential health benefit" under the Affordable Care Act, will not count toward your deductible or out-of-pocket maximum (if any), unless otherwise required by law. A list of specialty medications that are not considered to be "essential health benefits" under the Affordable Care Act is available. An exception process is available for determining whether a medication that is not an "essential health benefit" under the Affordable Care Act is medically necessary for a particular individual.

PrudentRx can be reached at 1-800-578-4403 to address any questions regarding the PrudentRx Solution.]

### **Payment of Benefits**

The amount of benefits paid by Paramount is based upon the type of pharmacy from which you receive the Covered Services. It is also based upon which Tier we have classified the Prescription Drug or Specialty Drug, days supply, covered Additional Benefits and Programs, and Special Promotions.

No payment will be made by Paramount for any Covered Service unless the negotiated rate exceeds any applicable Deductible and/or Copayment/Coinsurance for which you are responsible.

### **Deductible/Coinsurance/Copayment**

Each Prescription Order may be subject to a Deductible and Coinsurance/Copayment. The Coinsurance/Copayment may be dependent on the Covered Drug's Formulary placement, the pharmacy network, or days supply of medication. If the Prescription Order includes more than one covered Drug, a separate Coinsurance/Copayment will apply to each covered Drug. Your Prescription Drug Coinsurance/Copayment will be the lesser of your Copayment/Coinsurance amount or the cost of the Drug. The amounts for which you are responsible and the applicable number of days supply are shown in the Schedule of Benefits. Your Copayment(s), Coinsurance and/or Deductible amounts will not be reduced by any discounts, rebates or other funds received by the PBM and/or the Health Plan from Drug manufacturers or similar vendors. Any patient assistance or copay card payments made by a drug manufacturer or third party will not count toward your deductible or out of pocket amounts.

#### **Copay Type**

To get the greatest savings on prescription drugs, it's important to request a generic drug, when available, instead of a brand name drug. Your Prescription Drug Program may have Generic Mandate or Generic Substitution. Refer to your Prescription Drug formulary and your Schedule of Benefits to determine if certain brand name drugs are covered.

- Generic Mandate means when an identical generic is available for a prescribed brand drug, only the generic drug will be covered on the formulary. The brand name drug will no longer be considered a covered formulary drug when the generic becomes available. If the physician believes the brand name drug is medically necessary they may submit a non-formulary medication request on your behalf. If Paramount approves the request for the brand name medication you will pay the copay associated with the highest cost brand tier on

your benefit. If the request is denied by Paramount and you still wish to receive the brand name medication, you will be required to pay the entire retail cost of the medication.

- Generic Substitution means generic drugs, when available, will be dispensed in place of a brand name drug.
  - Single Copay, 2-tier and 3-tier Copay - If the Physician has specified "Dispense as Written" ("DAW"), the Member will pay the Copayment required for a Brand Name Drug. If the Member requests a Brand Name Drug and the Physician has not specified "DAW", the Member will pay the amount by which the Brand Name Drug price exceeds the Generic Drug price, plus the highest Drug Copay within Copayment arrangement.
  - 4-tier Copay - If the Physician has specified "Dispense as Written" ("DAW"), or the Member requests a Brand Name Drug for which a Generic Drug is available, the Member will pay the Multi Source Drug Copayment. A Multi Source Drug is a drug that has a generic, over-the-counter or isomeric brand drug equivalent. An isomeric brand drug is a drug with a molecular structure similar to an existing drug already on the market (e.g. enantiomer having a mirror image relationship to a drug already on the market.). Examples include Clarinex (desloratadine) is an isomeric brand drug of Claritin (loratadine) and Xopenex (levalbuterol) is an isomeric brand drug of Proventil (albuterol).
  - Specialty Drug - If the Physician has specified "Dispense as Written" ("DAW"), the Member will pay the Specialty Drug Copay/Coinsurance. If the Member requests a Brand Name Drug and the Physician has not specified "DAW", the Member will pay the amount by which the Brand Name Drug price exceeds the Generic Drug price, plus the Specialty Drug Copay/Coinsurance.

Preferred drugs are a list of commonly prescribed brand name drugs selected by Paramount based on clinical and cost-effectiveness. You can save money by asking your doctor to prescribe preferred drugs.

Your drug formulary may have two generic tiers. Refer to your summary of benefits to determine the tier structure that applies to you. Generic drugs are split into two tiers based on clinical efficacy, safety, and cost-effectiveness. Value Generics will have a lower copayment than Generic Drugs.

The Prescription Drug Program requires that you pay a Copay. There are several Copay arrangements. The Copay arrangement for your plan is stated on your Schedule of Benefits. The following are the various Copay arrangements.

- Single Copay – You pay the same single Copay amount for any covered prescription drug.
- 2-Tier Copay – You pay the lowest Copay for a generic drug and a brand name drug has a higher Copay.
- 3-Tier Copay – You pay the lowest Copay for a generic drug; a preferred drug has a mid-level Copay and the non-preferred drug has the highest Copay.
- 4-Tier Copay - You pay the lowest Copay for a generic drug; a single source preferred drug has a mid-level Copay; a single source non-preferred drug has a higher Copay; and a multi-source brand drug has the highest Copay.

In a tiered Copay arrangement, your Copay depends on the specific prescription drug dispensed and the Copay arrangement indicated on your Schedule of Benefits.

The amount you pay for Copayments under any benefit of a Prescription Drug Program does

count toward your Out-of-Pocket Copayment Limit.

### Prior Authorization

Prior Authorization will be required for certain Prescription Drugs (or the prescribed quantity of a particular Drug). Prior Authorization helps promote appropriate use of medications and enforcement of guidelines for Prescription Drug benefit coverage. At the time you fill a prescription, the Network pharmacist is informed of the Prior Authorization requirement through the pharmacy's computer system. The PBM uses pre-approved edits, with criteria developed by our Pharmacy and Therapeutics Committee which is reviewed and adopted by Paramount. Prescribers or pharmacies should contact Paramount with information to determine whether Prior Authorization should be granted. We communicate the results of the decision to your Provider. Refer to the Standard and Expedited Review for Prior Authorizations, Step Therapy Exceptions, and Non-formulary Exceptions for details of the process.

Prior Authorization is required for coverage of an opioid analgesic prescription for chronic pain. Prior Authorization is not required for coverage of an opioid analgesic prescribed for chronic pain, when the drug is prescribed under one of the following circumstances: (a) To an individual who is a hospice patient in a hospice care program; (b) To an individual who has been diagnosed with a terminal condition but is not a hospice patient in a hospice care program; (c) To an individual who has cancer or another condition associated with the individual's cancer or history of cancer.

Paramount will contact a Member by mail when the Member fills a prescription for certain opioid medications if that Member has not filled a similar prescription in the previous six months. This letter is developed in coordination with Paramount's Pharmacy Benefit Manager to describe the risks and benefits of opioid use and educates the Member on how to dispose of unused opioids safely. This communication is intended to help prevent the development of opioid dependency by our Members. For additional information on opioid education, you may call Member Services at the number on the back of your identification card.

To identify Members who may be dependent on opioids and to intervene appropriately when a Member's opioid use may require care coordination, Paramount's case management clinical team regularly reviews pharmacy and claims data against other criteria associated with high-risk opioid use. Case management clinical team members may contact a Member identified through this effort by telephone to offer case management services which include referral to appropriate providers and community resources, education regarding medical and behavioral health conditions and coordination of care between providers. The care management team is a multi-disciplinary group of clinical case managers, pharmacists, physicians, social workers and other behavioral health professionals, who can interact with Participating Providers and pharmacists to help them treat opioid-use disorder more effectively.

Participating Providers will treat opioid-use disorder with a monitored drug and therapy protocol called medication assisted treatment. To facilitate prompt treatment of opioid-use disorder, most medication assisted treatment does not require Prior Authorization. Paramount's limits on medication assisted treatment are related only to quantity or duration or to potentially disqualifying conditions.

Prior Authorization for services related to treatment of opioid-use disorder will be expedited

If a prior authorization for a chronic medication is approved, it will be approved for a 12 month duration or until your benefit eligibility changes. Non-chronic medications, controlled substances, medications with a typical treatment duration of less than a year, or medications that require safety and efficacy monitoring may initially be given a shorter duration of approval. For some medications, quarterly medical information may be required to be submitted by your provider. Failure of the provider to respond to the request for information may result in early termination of the prior authorization. The providers will be notified of these requirements.

If Prior Authorization is denied, you have the right to appeal through the appeals process outlined in Section 6, Internal Claims and Appeals Procedures and External Review of this certificate.

For a list of the current Drugs requiring Prior Authorization, please contact the Member Services telephone number on the back of your ID card or review the medication formulary on our website. This list is subject to periodic review and amendment. Inclusion of a Drug or related item on the list is not a guarantee of coverage under your certificate. Refer to the Covered Prescription Drug benefit sections in this certificate for information on coverage, limitations and exclusions. Your Provider or Network Pharmacist may check with Paramount to verify covered Prescription Drugs, any quantity and/or age limits, or applicable Brand or Generic Drugs recognized under the Health Plan.

A rejected claim at the pharmacy does not constitute coverage denial. If a claim rejects at the pharmacy, you can initiate the prior authorization process by asking the pharmacist to initiate the prior authorization process electronically or by asking your provider to submit a prior authorization request to Paramount. If you pay for the prescription prior to review, Paramount will conduct a retrospective review to determine if the prescribed medication was Medically Necessary. Coverage will be approved if the following are determined to be true:

- a. The patient was eligible under the plan at the time of dispensing;
- b. The medication is covered under the plan;
- c. The medication meets the standards for medical necessity and prior authorization criteria.

A request for coverage will not be denied based solely on the fact that a prior authorization was not obtained prior to dispensing. If you paid for the prescription and the review results in determining the above criteria are met for coverage, You can request the pharmacy reverse and reprocess the claim to be reimbursed or submit a receipt to Paramount for paper claim reimbursement. Reimbursed amount will be the difference between the total amount paid at the time of dispensing and any member cost share owed according to member benefits.

You are responsible for all charges for prescriptions Paramount determines are not Medically Necessary. The member or an authorized representative will have the right to submit an appeal if the prior authorization request is denied. Please see Internal Claims and Appeals Procedures and External Review section of this certificate.

**Step Therapy:** Step therapy is a protocol that requires a Member to use other medication(s) before a certain prescribed medication is authorized. Paramount monitors some Prescription Drugs to control utilization, to ensure that appropriate prescribing guidelines are followed, and to help Members access high quality yet cost effective Prescription Drugs. If a Physician decides that the prescribed medication is medically necessary, a Step Therapy exception request can be submitted. Refer to the Standard and Expedited Review for Prior Authorizations, Step Therapy Exceptions, and Non-formulary Exceptions for details of the process.

**Smoking Cessation Drugs -** Prescription Drugs and over-the-counter medications for smoking cessation are mandated as preventive services under federal law (PPACA). These medications must be obtained from an In-Network Provider. For a comprehensive list of preventive services, please visit [www.hhs.gov/healthcare/prevention/index.html](http://www.hhs.gov/healthcare/prevention/index.html).

**Contraceptive/Birth Control Drugs -** All FDA Contraceptive Services for women are covered under Preventive Health Services as mandated under federal law (PPACA). These medications must be obtained from an In-Network Provider.

**Oral Chemotherapy -** Plan shall not provide coverage or impose cost sharing for a prescribed, orally administered cancer medication on a less favorable basis than the coverage it provides or

cost sharing it imposes for intravenously administered or injected cancer medications.

**Infertility Drugs:** Prescription Drugs for the treatment of infertility when covered under your benefits are subject to the Deductible, Infertility Copay or Coinsurance, Infertility Drug Limit and Maximum Drug Benefit stated in the Schedule of Benefits.

Standard and Expedited Review for Prior Authorizations, Step Therapy Exceptions, and Non-formulary Exceptions A member or physician can request and gain access to clinically appropriate drugs that are not on the Formulary, are subject to a Step Therapy Protocol, or are subject to Prior Authorization. A rejected claim at the pharmacy does not constitute coverage denial. If a claim rejects at the pharmacy, you can initiate a coverage exception request in the same manner as a prior authorization request and Paramount will review for medical necessity. Refer to the Prior Authorization for Prescription Drug section for details.

A standard prior authorization or exception request can be submitted in non-exigent circumstances and receive a decision within 3 business days of a request. For expedited exception requests based on Exigent Circumstances determination and notification will be provided no later than 24 hours following receipt of the request. If a medication is approved, it will be approved for a 12-month duration or until your benefit eligibility changes. Non-chronic medications, controlled substances, medications with a typical treatment duration of less than a year, or medications that require safety and efficacy monitoring may initially be given a shorter duration of approval. Medications that are approved will be treated as an Essential Health Benefit with member's cost share applying to the Out-of-Pocket Maximum. If the request for coverage is denied, members may appeal to an accredited Independent Review Organization (IRO). The member and physician will be notified of the IRO's decision no later than 24 hours following receipt of request for expedited exception request and 3 business days following receipt of a standard request. For more information, or to request coverage of a non-formulary drug or appeal a denial, contact the Member Services Department.

Member Services Department  
(419) 887-2525  
Toll-Free 1-800-462-3589  
TTY (419) 887-2526  
TTY Toll-Free 1-888-740-5670

**Preventive Health Services/Benefits** (More information available in **Terms and Definitions** section of this certificate)

Preventive Health Services include Outpatient services and Office Services. Screenings and other services are covered as Preventive for adults and children with no current symptoms or prior history of a medical condition associated with that screening or service.

Members who have current symptoms or have been diagnosed with a medical condition are not considered to require preventive care for that condition but instead benefits will be considered under the Diagnostic Services benefit.

Preventive Health Services in this section shall meet requirements as determined by federal and state law. Many preventive care services are covered by this certificate with no Deductible, Copayments or Coinsurance from the Member when provided by a Participating Provider. These services fall under four broad categories as shown below:

1. Evidenced-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force (USPSTF)

Examples of these services are screenings for:

- a. Breast cancer mammography screenings;
  - b. Cervical cancer;
  - c. Colorectal cancer;
  - d. High Blood Pressure;
  - e. Type 2 Diabetes Mellitus;
  - f. Cholesterol;
  - g. Child and Adult Obesity;
  - h Tobacco Cessation Programs; see below for coverage.
2. Immunizations for routine use in children, adolescents, and adults recommended by the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention (CDC);
  3. Preventive care and screenings for infants, children and adolescents as provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA); and
  4. With respect to women, evidence-informed preventive care and screening provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA), to the extent not included in certain recommendations of the USPSTF. You may call Member Services using the number on your ID card for additional information about these services. (or view the federal government's web sites, <http://www.healthcare.gov/center/regulations/prevention.html>; or <http://www.ahrq.gov/clinic/uspstfix.html>; <http://www.cdc.gov/vaccines/recs/acip/>.)

You will be notified, at least sixty (60) days in advance, if any item or service is removed from the list of eligible services. Eligible services will be updated annually to include any new recommendations or guidelines.

Paramount may use reasonable medical management techniques to control costs and promote efficient delivery of care, such as covering a preventive generic drug without cost sharing and imposing cost sharing for equivalent preventive branded drugs. If it is medically inappropriate for you to take a particular drug, your doctor must first have it approved through Paramount, and the otherwise applicable cost sharing for the preventive brand or non-preferred brand version will be waived.

In addition to the services with an “A” or “B” rating from the United States Preventive Services Task Force, Paramount also covers the following services:

- Routine hearing screenings
- Routine children’s vision screenings

For those who use tobacco products, at least two tobacco cessation attempts per year. For this purpose, covering a cessation attempt includes coverage for:

1. Four tobacco cessation counseling sessions of at least 10 minutes each (including telephone counseling, group counseling and individual counseling) without Prior Authorization; and
2. All Food and Drug Administration (FDA) approved tobacco cessation medications (including both prescription and over-the-counter medications) for a 90-day treatment regimen when prescribed by a health care provider without Prior Authorization.
3. Tobacco Cessation Programs are offered to plan members over the age of twenty-one

- (21) at in-plan hospitals or ancillary providers and are covered as a preventive service.
4. Call the Member Services Department for complete details on enrolling in a program. See also Preventive Health Services for additional information.

**Private-duty nursing** Not covered unless indicated on your Schedule of Benefits.

If private-duty nursing has been added to your coverage it is stated in your Schedule of Benefits and is only covered when Medically Necessary. Services must be ordered by a Participating Provider and be approved in advance by Paramount.

**Prosthetic devices** Not covered unless indicated on your Schedule of Benefits.

If prosthetic devices has been added to your coverage it is stated in your Schedule of Benefits. Paramount covers prosthetic devices that are covered by Medicare Part B and meet Medicare Part B criteria. Repair and replacement of a prosthetic device is covered subject to meeting Medicare Part B criteria. A Prosthetic Device is an artificial substitute that replaces all or part of a missing body part and its adjoining tissues. (C/L)

Not covered:

- Prosthetic devices not covered by or eligible under Medicare Part B

**Radial keratotomy or refractive surgery (LASIK)** (surgery on the eyes to correct near-sightedness or far-sightedness) Not covered

**Reconstructive surgery** Covered when required for:

- Repair of anatomical impairment to improve or correct functional disability within 2 years of accident or injury or up to age 18 if a congenital anatomical functional impairment.
- Breast reconstruction following a mastectomy; surgery and reconstruction of the other breast to produce a symmetrical appearance; and prostheses and treatment of physical complications at all stages of the mastectomy, including lymphedemas in accordance with the Women's Health and Cancer Rights Act of 1998.
- Plastic surgery following an accidental injury that results in a significant defect or deformity within 2 years of the accident.
- A malignant or non-malignant neoplasm within 2 years following initial surgery for neoplasm.

Not covered:

- Cosmetic therapy and surgery
- Breast reduction/augmentation
- Staged procedures and surgeries when performed in preparation of a non-covered reconstructive surgery

**Sclerotherapy for spider angiomas (veins)** Not covered

**Skilled nursing/Inpatient rehabilitation facilities** (C/L) Covered when Medically Necessary with Prior Authorization from Paramount. Services must be at a Participating Facility approved by Paramount. Paramount will provide coverage for eligible services in a non-participating facility if all the conditions below apply;

- The Member or the Member's spouse resided in or had a contract to reside in a non-participating facility on or before September 1, 1997,
- Immediately prior to being hospitalized the Member or the Member's spouse resided in any part of the non-participating facility, and following hospitalization, the Member or the Member's spouse resides in a part of the non-participating

- facility that is a skilled nursing facility,
- The non-participating facility provides the Member with the skilled level of care the Member requires,
- The non-participating facility is willing to accept the terms and conditions that apply to Paramount's participating skilled nursing facilities.

Not covered: Custodial care

**Skin Tag removal** Not covered

**Sleep Studies** (C/L) Coverage is available in participating facilities for certain clinical indications of obstructive sleep apnea, narcolepsy and seizure disorder when approved in advance by Paramount.

Not covered: Sleep studies for sexual dysfunction

**Substance Abuse Services (alcohol and drug abuse/addiction)** (C/L) Covered for inpatient, and outpatient care, emergency care and prescription drugs (if a prescription drug program has been added to your coverage) for the diagnosis, crisis intervention and short-term treatment of substance abuse services. Covered services are subject to the same Deductible, Copayments and/or Coinsurance, plan standards and medical management processes as any other medical/surgical benefit within the same classification or sub classification. Outpatient office visits subject to Primary Care Physician Copayment/Coinsurance. This includes intermediate levels of care such as residential treatment, partial hospitalization and intensive outpatient services.

Note: For Members whose policies include prescription drug coverage, Paramount will contact a Member by mail when the Member fills a prescription for certain opioid medications if that Member has not filled a similar prescription in the previous six months. This letter is developed in coordination with Paramount's Pharmacy Benefit Manager to describe the risks and benefits of opioid use and educates the Member on how to dispose of unused opioids safely. This communication is intended to help prevent the development of opioid dependency by our Members. For additional information on opioid education, you may call Member Services at the number on the back of your identification card.

To identify Members who may be dependent on opioids and to intervene appropriately when a Member's opioid use may require care coordination, Paramount's case management clinical team regularly reviews available pharmacy and claims data against other criteria associated with high-risk opioid use. Case management clinical team members may contact a Member identified through this effort by telephone to offer case management services which include referral to appropriate providers and community resources, education regarding medical and behavioral health conditions and coordination of care between providers. The care management team is a multi-disciplinary group of clinical case managers, pharmacists, physicians, social workers and other behavioral health professionals, who can interact with Providers and pharmacists to help them treat opioid-use disorder more effectively.

Providers will treat opioid-use disorder with a monitored drug and therapy protocol called medication assisted treatment. For members whose policies include prescription drug coverage, to facilitate prompt treatment of opioid-use disorder, most medication assisted treatment does not require Prior Authorization. Paramount's limits on medication assisted treatment are related only to quantity or duration or to potentially disqualifying conditions.

Not covered:

- Court-ordered testing or treatment unless determined to be Medically Necessary by Paramount and rendered by a Participating Provider.



**Surrogate and/or Gestational Parenting and Pregnancy** Not covered for any services or supplies provided to a person not covered under the certificate in connection with a surrogate pregnancy (including, but not limited to, the bearing of a Child by another woman for an infertile couple).

**Telehealth Services.** When provided through the use of information and communication technology by a Health Care Professional within the professional's scope of practice, who is located at a site other than the site where either of the following is located;

- The patient receiving the services;
- Another Health Care Professional with whom the provider of the service is consulting regarding the patient.

This plan will cover Telehealth Services on the same basis and to the same extent that the plan provides coverage for in-person health care services.

**Therapy services** (C/L) Covered for:

- Chemotherapy, radiotherapy and radiation therapy
- Outpatient physical/occupational therapy. See Schedule of Benefits for limitations.
- Speech therapy. See Schedule of Benefits for limitations.

Not covered:

- Non-medical services such as vocational rehabilitation, employment counseling and psychological counseling (except for mental health diagnoses)
- Testing, training and educational therapy for learning disabilities including development delays in children. Equestrian therapy.
- Physical/occupational therapy beyond benefit limits
- Speech therapy beyond benefit limits
- Extra Corporeal Shock Wave Therapy (ESWT) for conditions of the feet, elbows and shoulders

**Transplants** (C/L) Covered for certain clinical indications with written Prior Authorization at a Paramount approved Center of Excellence for heart, lung, kidney, liver, pancreas, heart-lung, kidney-pancreas, cornea, bowel and bone marrow transplants. Please notify Member Services as soon as possible after you are recommended for a transplant. This will enable a Paramount Nurse Case Manager to work with you, your PCP and Specialist to coordinate your care. Kidney and cornea transplants are covered as any other illness.

When Paramount selects a Center of Excellence for transplant services outside the Service Area, Paramount will reimburse IRS allowance on mileage for car travel or coach commercial air travel. Reasonable lodging and meals (not to exceed \$30.00 per day excluding alcohol) for the transplant candidate only during Medically Necessary, approved visits to the institution will be reimbursed. Any eligible reimbursement will be made following receipt of itemized statements. Paramount does not cover travel, lodging or meal expenses for donors or family members.

Not covered:

- Services related to a Paramount organ/bone marrow donor for a non-Paramount recipient.
- Any transplant not approved by the Ohio Solid Organ Transplant Consortium or the Ohio Bone Marrow Transplant Consortium
- Coverage of non-Paramount donor unless no other coverage exists.

- Any services rendered at a non-Paramount Center of Excellence transplant site.

**Transsexual surgery and related services** Not covered unless Medically Necessary for services and supplies related to sex transformation and/or the reversal thereof, or male or female sexual or erectile dysfunctions or inadequacies, regardless of origin or cause. This Exclusion includes sexual therapy and counseling. This exclusion also includes penile prostheses or implants and vascular or artificial reconstruction, Prescription Drugs, and all other procedures and equipment developed for or used in the treatment of impotency, and all related Diagnostic Testing. Evidence based and nondiscriminatory criteria will be used to determine Medical Necessity.

**Trimming of nails, calluses and corns** Not covered except for services with a diagnosis of diabetes or other conditions causing loss of sensation.

**Urgent care services** (C/L) Covered ONLY for initial treatment of an Urgent Medical Condition in a participating urgent care facility or physician office. Follow-up treatment in or outside the Paramount Service Area must be authorized in advance by the Primary Care Provider in order to be covered.

Not covered:

Services received in a hospital emergency room for an Urgent Medical Condition without prior direction from your PCP, a participating Paramount physician or Paramount.

**Vision care** (C/L) Covered as needed for treatment related to a medical condition or disease of the eyes. One routine vision exam every twelve (12) months to monitor refractory disorders of the eyes will be covered, unless a separate vision program is available. Service must be rendered by a Participating Specialist.

Not covered:

- Routine vision exams more often than every twelve (12) months
- Orthoptic training
- Contact lenses, eyeglasses and other corrective lenses except following cataract surgery. If a vision hardware benefit has been added to your coverage it is stated in your Schedule of Benefits.

**Weight loss/maintenance programs and treatments** Not covered, including, weight-loss programs, and prescription drugs for weight loss. Nutritional counseling including diet behavioral counseling is covered under Preventive Health Services.

Dietary or nutritional supplements for gaining or maintaining weight are not covered, except for charges for non-milk, non-soy formula. The non-milk, non-soy formula must be required to treat diagnosed diseases and disorders of amino acid or organic acid metabolism, protein sensitivity resulting in severe chronic diarrhea, and severe malabsorption syndrome resulting in malnutrition, provided the formula is prescribed by a Participating Physician, and the physician furnishes supporting documentation to Paramount. The benefits will be limited to those conditions where the formula is the primary source of nutrition as certified by the treating physician by diagnosis.

## WHO IS ELIGIBLE

The following persons are eligible for coverage. They must reside in the Paramount Service Area and the Subscriber (employee) must list them on the enrollment application.

**Subscriber** The employee who meets eligibility requirements established by employer and in accordance with the Group Medical and Hospital Service Agreement.

**Spouse** The legal spouse of the Subscriber.

**Dependent children** This Plan will cover your married or unmarried child, including full-time students as defined in this certificate of coverage until your child reaches age 26.

If a Subscriber or Subscriber's spouse has been court-ordered to maintain health care coverage on their dependent child who resides outside the Paramount Insurance Company Service Area, that child shall be eligible to enroll in this plan without regard to any enrollment period restriction. Coverage for service rendered outside the Service Area by non-Participating Providers will be limited to Emergency Medical Conditions unless prior authorized by Paramount.

**Dependents with disabilities** If covered children meet the requirements of Dependents with disabilities because of physical handicap or mental retardation (they are unable to earn their own living and rely primarily on the subscriber for support), coverage may continue past age 26. Proof of disability must be provided to Paramount prior to or within thirty-one (31) days of the Dependent's 26<sup>th</sup> birthday or within thirty-one days of new Paramount eligibility and may be requested annually.

### Dependent students

Paramount, through its **Dependent Child Coverage Program**, provides coverage for urgent and follow-up care as well as care provided by student health centers while your Dependent child is away at school outside of the Paramount Service Area. If your Dependent child needs medical care away from home that is not available from a student health center, before seeking non-emergency care You or Your Dependent child should contact our Utilization Management Department to obtain Prior Authorization. In the event of an Emergency Medical Condition, call 911, an ambulance or rescue squad or go directly to the nearest medical facility.

Urgent Care Visits at a Physician Office – covered when Prior Authorized by Paramount; Subject to applicable Physician office visit.

Urgent Care Facility Visits – Covered for unexpected illness or injury requiring medical attention soon after it appears that is not permanently disabling or life-threatening; No Prior Authorization Required; Subject to urgent care facility cost share.

Follow up Care – Covered when Prior Authorized by Paramount; Subject to applicable cost share.

For information on how to file a claim, follow the procedures outlined in the section titled Provider Reimbursement/Filing a Claim. Member liability will be limited to the cost-sharing for services rendered and the Member will not be responsible for the balance of billed charges.

Paramount's Utilization Management Department is also available to assist You and/or Your Dependent student in locating providers outside of the Paramount Service Area; contact Utilization Management at (419) 887-2520 or 1-800-891-2520.

Not eligible: Grandchildren and parents of Subscriber and/or Subscriber's spouse.

**Newborn children** A newborn child of a Subscriber (or the Subscriber's spouse) is covered for

the first thirty-one (31) days following birth. To continue coverage for a newborn child beyond the 31-day period, a completed enrollment application and any required additional premium payment must be received within the first thirty-one (31) days following the birth. If the application and appropriate payment is not received, the newborn child will not be eligible for any further benefits after the thirty-one days following the birth.

*The only other time you may enroll a child is if court-ordered, or during your employer's open enrollment period, or a special enrollment period.*

**Adopted children** Coverage for newly adopted children will be effective from the date of adoptive placement. Adoptive placement means the assumption and retention by a person of a legal obligation for total or partial support of a child in anticipation of the adoption of the child. The child's placement with a person terminates upon termination of the legal obligation. The adopted child must be enrolled within thirty-one (31) days from the event.

*The only other time you may enroll adopted children or stepchildren is during your employer's open enrollment period, or a special enrollment period.*

**Marriage** When a completed enrollment application is received by Paramount within thirty-one (31) days from the date of marriage, coverage of new spouses becomes effective on the date of marriage.

*The only other time you may enroll your spouse is during your employer's open enrollment period, or a special enrollment period.*

**Divorce** You must notify Paramount that you are removing your ex-Spouse and any other ineligible Dependents from the plan at the time the annulment, dissolution or divorce decree is final. Coverage will end at the end of the month in which the decree is final.

*Any ineligible Dependents may be eligible for continuation coverage under the employer group's health benefits plan. See your benefits office for details.*

**Death of a subscriber** Dependents of a deceased Subscriber may be eligible for continuation coverage under the employer group's health benefits plan. See your benefits office for details.

**Adding and Removing Members** When you need to change the number of Members covered under your plan, it is your responsibility to notify your employer and Paramount promptly. YOU MUST COMPLETE AN ENROLLMENT APPLICATION WHEN YOU NEED TO ADD A MEMBER TO OR REMOVE A MEMBER FROM YOUR PLAN. Contact your benefits office.

**Group, Probationary or Waiting Period** New employees will have coverage effective after the affiliation, probationary or waiting period established by the employer. The affiliation, probationary or waiting period will not be more than ninety (90) days. See your benefits office for details.

**Group Annual Open Enrollment Period** If you have a new Dependent due to marriage, adoption (including placement) or birth of a baby, they may be added to this plan if the Subscriber completes and submits an application to the employer within thirty-one (31) days from the event. If you do not enroll eligible Dependents for coverage during the first employer enrollment period or within thirty-one (31) days of eligibility, you must wait until your employer's next annual open enrollment period to add them. See your benefits office for details.

**Special Enrollment Period** If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself or your dependents in this plan, provided that you request enrollment within 31 days after other coverage ends because (1) there is a loss of eligibility for group health plan

coverage or health insurance coverage and (2) termination of employer contributions toward group health plan coverage. Examples of reasons for loss of eligibility include: legal separation, divorce, death of an employee, termination or reduction in hours of employment – voluntary or involuntary (with or without electing COBRA), exhaustion of COBRA, “aging out” under other parent’s coverage, moving out of an HMO’s service area, and meeting or exceeding lifetime limit on all benefits. Loss of eligibility for coverage does not include loss due to the individual’s failure to pay premiums or termination of coverage for cause, such as fraud.

Loss of eligibility also includes termination of Medicaid or Children’s Health Insurance Program (CHIP) coverage and the eligibility for Employment Assistance under Medicaid or CHIP. To be eligible for this special enrollment you must request coverage within 60 days after the date the employee or dependent becomes eligible for premium assistance under Medicaid or CHIP or the date you or your dependent’s Medicaid or CHIP coverage ends.

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents, provided that you request enrollment within 31 days after the marriage, birth, adoption, or placement for adoption. If a parent is required by court order to cover their child, the child can be enrolled without regard to any enrollment period restrictions.

Coverage under the special enrollment period will be effective on the day following the date other coverage ends or the date of the event. See your benefits office for details.

**Nondiscrimination** No one who is eligible to enroll or renew as a Subscriber, Dependent or Dependent with disabilities will be refused enrollment by Paramount based on health status-related factor, pre-existing condition, genetic testing or the results of such testing, or health care needs. Paramount will not terminate coverage for you or your Dependents due to health status, health care needs or the exercise of rights under Paramount's internal review procedures. However, Paramount will not re-enroll anyone terminated for any of the reasons listed in the Termination of Coverage section.

## **Renewal of Coverage**

If all the conditions of group eligibility are met, the group coverage will be renewed. Renewal of coverage is not based on the Member’s health condition and is not subject to any genetic testing or the results of such testing.

Paramount will renew coverage at the option of the employer group. Paramount will not renew group coverage only under the following conditions;

- Non-payment of premiums
- Fraud
- The group falls below minimum contribution or participation rules

## **Termination of Member Coverage**

A Member's coverage under Paramount may end for any of the following reasons:

- Failure to pay the required premiums.
- You no longer meet the eligibility requirements.
- You no longer reside in the Paramount Service Area (except for court-ordered dependents).
- Due to an act of fraud or intentional misrepresentation of material fact.

The termination may not be based, either directly or indirectly, on any health status-related factor concerning the Member. Do not use your ID card after your coverage ends.

## **Rescission of Coverage**

A rescission of your coverage means that the coverage may be legally voided all the way back to the day the Plan began to provide you with coverage, just as if you never had coverage under the Plan. Your coverage can only be rescinded if you (or a person seeking coverage on your behalf), performs an act, practice, or omission that constitutes fraud; or unless you (or a person seeking coverage on your behalf) makes an intentional misrepresentation of material fact, as prohibited by the terms of your Plan. Your coverage can also be rescinded due to such an act, practice, omission or intentional misrepresentation by your employer.

You will be provided with thirty (30) calendar days' advance notice before your coverage is rescinded. You have the right to request an internal appeal of a rescission of your coverage. Once the internal appeal process is exhausted, you have the additional right to request an independent external review.

### **Benefits After Cancellation of Coverage**

If a Member is an Inpatient on the date coverage ends, the benefits of this coverage for hospital and professional services will continue for only that Member until the *earliest* of:

- The effective date of any new coverage.
- The date of discharge,
- The attending physician certifies that inpatient care is no longer medically indicated,
- The maximum in benefits have been exceeded.

## **5. WHAT HAPPENS WITH YOUR PLAN -**

### **When You Have Other Coverage - How Coordination of Benefits Works**

The Coordination of Benefits (COB) provision applies when a person has health care coverage under more than one Plan. Plan is defined below.

The order of benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary plan. The Primary plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary plan is the Secondary plan. The Secondary plan may reduce the benefits it pays so that payments from all Plans does not exceed 100% of the total Allowable expense.

### **Definitions**

- A. A "Plan" is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.
- (1) Plan includes: group and nongroup insurance contracts, health insuring corporation (HIC) contracts, closed panel plans or other forms of group or group-type coverage (whether insured or uninsured); medical care components of long term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
  - (2) Plan does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident

coverage; supplemental coverage as described in Revised Code sections 3923.37 and 1751.56; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under (1) or (2) is a separate Plan. If a Plan has two parts and COB rules apply to only one of the two, each of the parts are treated as a separate Plan.

- B. "This plan" means, in a COB provision, the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of the other plans. Any other part of the contract providing health care benefits is separate from This plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only similar benefits, and may apply another COB provision to coordinate other benefits.
- C. The order of benefit determination rules determine whether This plan is a Primary plan or Secondary plan when the person has health care coverage under more than one Plan.

When This plan is primary, it determines payment for its benefits first before those of any other Plan without considering any other Plan's benefits. When This plan is secondary, it determines its benefits after those of another Plan and may reduce the benefits it pays so that all Plan benefits do not exceed 100% of the total Allowable expenses.

- D. "Allowable expense" is a health care expense, including Deductibles, Coinsurance and Copayments, that is covered at least in part by any Plan covering the person. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable expense and benefit paid. An expense that is not covered by any Plan covering the person is not an Allowable expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a covered person is not an Allowable expense.

The following are examples of expenses that are not Allowable expenses:

- (1) The difference between the cost of a semi-private hospital room and a private hospital room is not an Allowable Expense, unless one of the Plans provides coverage for private hospital room expenses.
- (2) If a person is covered by two or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable expense.
- (3) If a person is covered by two or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable expense.
- (4) If a person is covered by one Plan that calculates its benefits or services on the basis of usual or customary fees or relative value schedule reimbursement methodology or similar reimbursement methodology and another Plan that provides its benefits or services on the basis of negotiated fee or payment amount is different than the Primary Plan's payment arrangement and if the provider's contract permits, the negotiated

fee or payment shall be the Allowable expense used by the Secondary plan to determine its benefits.

- (5) The amount of any benefit reduction by the Primary plan because a covered person has failed to comply with the Plan provisions is not an Allowable expense. Examples of these types of plan provisions include second surgical opinions, precertification of admissions, and preferred provider arrangements.
- E. Closed panel plan is a Plan that provides health care benefits to covered persons primarily in the form of services through a panel of providers that have contracted with or are employed by the Plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.
- F. Custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the Calendar Year excluding temporary visitation.

### **Order of Benefit Determination Rules**

When a person is covered by two or more Plans, the rules for determining the order of benefits payments are as follows:

- A. The Primary plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other Plan.
- B.
  - (1) Except as provided in Paragraph (2), a Plan that does not contain a coordination of benefits provision that is consistent with this regulation is always primary unless the provisions of both Plans state that the complying plan is primary.
  - (2) Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed panel plan to provide out-of-network benefits.
- C. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.
- D. Each Plan determines its order of benefits using the first of the following rules that apply:
  - (1) Non-Dependent or Dependent. The Plan that covers the person other than as a dependent, for example as an employee, member, policyholder, subscriber or retiree is the Primary plan and Plan that covers the person as a dependent is the Secondary plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a dependent; and primary to the Plan covering the person other than as a dependent (e.g. a retired employee); then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, member, policyholder, subscriber or retiree is the Secondary plan and the other Plan is the Primary plan.



- (2) Dependent Child Covered Under More Than One Plan. Unless there is a court decree stating otherwise, when a dependent child is covered by more than one Plan the order of benefits is determined as follows:
- (a) For a dependent child whose parents are married or are living together, whether or not they have ever been married:
- The Plan of the parent whose birthday falls earlier in the Calendar Year is the Primary plan; or
  - If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary plan.
  - However, if one spouse's plan has some other coordination rule (for example, a "gender rule" which says the father's plan is always primary), This plan will follow the rules of that plan.
- (b) For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:
- (i) If a court decree states that one of the parents is responsible for the dependent child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to plan years commencing after the Plan is given notice of the decree;
- (ii) If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of Subparagraph (a) above shall determine the order of benefits;
- (iii) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions of Subparagraph (a) above shall determine the order of benefits;
- (iv) If there is no court decree allocating the responsibility for the dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:
- The Plan covering the Custodial parent;
  - The Plan covering the spouse of the Custodial parent;
  - The Plan covering the non-custodial parent; and then
  - The Plan covering the spouse of the non-custodial parent.
- (c) For a dependent child covered under more than one Plan of individuals who are not the parents of the child, the provisions of Subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the child.
- (3) Active Employee or Retired or Laid-off Employee. The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary plan. The Plan covering the same person as retired or laid off employee is the Secondary plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid off employee. If the other Plan does not

have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.

- (4) **COBRA or State Continuation Coverage.** If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, The Plan covering the person as an employee, member, subscriber or retiree or covering the person as a dependent of an employee, member, subscriber, or retiree is the Primary plan and the COBRA or state or other federal continuation coverage is the Secondary plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.
- (5) **Longer or Shorter Length of Coverage.** The Plan that covered the person as an employee, member, policyholder, subscriber or retiree longer is the Primary plan and the Plan that covered the person the shorter period of time is the Secondary plan.
- (6) If the preceding rules do not determine the order of benefits, the Allowable expenses shall be shared equally between the Plans meeting the definition of Plan. In addition, This plan will not pay more than it would have paid had it been the Primary plan.

#### **Effect on the Benefits of this Plan**

- A. When This plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Allowable expenses. In determining the amount to be paid for any claim, The Secondary plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any Allowable expense under its Plan that is unpaid by the Primary plan. The Secondary plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary plan, the total benefits paid or provided by all Plans for the claim do not exceed the total Allowable expense for that claim. In addition, the Secondary plan shall credit to its plan Deductible any amounts it would have credited to its Deductible in the absence of other health care coverage.
- B. If a covered person is enrolled in two or more Closed panel plans, and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one Closed panel plan, COB shall not apply between that Plan and the other Closed panel plans.

#### **Right to Receive and Release Needed Information**

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under This plan and other Plans. Paramount may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This plan and other Plans covering the person claiming benefits. Paramount need not tell, or get consent of any person to do this. Each person claiming benefits under This plan must give Paramount any facts it needs to apply those rules and determine benefits payable.

#### **Facility of Payment**

A payment made under another Plan may include an amount that should have been paid under This plan. If it does, Paramount may pay that amount to the organization that made the payment. That amount will then be treated as though it were a benefit paid under This plan. Paramount will not have to pay that amount again. The term “payment made” includes providing benefits in the form of services, in which case “payments made” means the reasonable cash value of the benefits provided in the form of services.

### **Right of Recovery**

If the amount of the payments made by Paramount is more than it should have paid under this COB provision, it may recover the excess from one or more of the persons it has paid or for whom it has paid; any other person or organization that may be responsible for the benefits or services provided for the covered person. The “amount of the payments made” includes the reasonable cash value of any benefits provided in the form of services.

### **Coordination Disputes**

If the you believe that Paramount has not paid a claim properly, you should first attempt to resolve the problem by contacting Paramount at (419) 887-2525 or refer to Section 6, Internal Claims and Appeals Procedures and External Review. If you are still not satisfied, you may call the Ohio Department of Insurance for instructions on filing a consumer complaint. Call 1-800-686-1526, or visit the Department’s website at <http://insurance.ohio.gov>

### **When You Are Eligible for Medicare**

If any enrolled Member is entitled to Medicare benefits, federal law will control whether Paramount or Medicare is primary. Contact your employer for current guidelines.

### **When You Qualify for Worker's Compensation**

If you or your Dependents receive health care services due to an injury which may be covered by Worker's Compensation, you must notify Paramount as soon as possible.

If you filed a claim for Worker's Compensation, Paramount will withhold payment to your providers until the case is settled. If Paramount has made any payment to your provider and services are covered by Worker's Compensation, you are expected to reimburse Paramount for the amounts paid. Please refer to the Group Medical and Hospital Service Agreement filed with your employer for further details.

### **When Someone Else Is Liable (Subrogation and Reimbursement)**

Subject to ORC 2323.44, to the extent applicable:

**Subrogation and Reimbursement.** The Plan’s subrogation and reimbursement rights are equal to the value of medical benefits paid for Covered Services provided to the covered person.

Subrogation. Where a covered person has benefits paid by Plan as a result of sickness or injury caused by a third party and/or the covered person, the rights of the covered person to claim or receive compensation, damages, first party benefits, medical payments coverage, any excess, umbrella, uninsured and/or underinsured motorist insurance or any other payment from any person, organization, insurer or any other source, including the covered person’s own insurer and/or the party causing such sickness or injury, are assigned and transferred to Plan to the extent of the value of medical benefits paid for Covered Services provided to the covered person.

Reimbursement. Where a covered person has benefits paid by the Plan for the treatment of sickness or injury caused by a third party and/or the covered person, these are conditional

payments that must be reimbursed by the covered person to the extent that the covered person receives, as a result of the sickness or injury, compensation, damages, first party benefits, medical payments coverage, any excess, umbrella, uninsured and/or underinsured motorist insurance or any other payment from any person, organization, insurer or any other source, including the covered person's own insurer and/or the party causing such sickness or injury.

Equitable Lien. The Plan's subrogation and reimbursement rights are a first party lien against any recovery and must be paid before any other claims, including claims by the covered person for damages (with the exception of claims by the covered person pursuant to the property damage provisions of any insurance policy). This lien is not offset or reduced in any way by the covered person's attorney fees or costs incurred in obtaining the recovery. The "common fund doctrine", "made whole" rule, or similar common law doctrines do not reduce or affect the Plan's subrogation and reimbursement rights. This means the covered person must reimburse the Plan, in an amount not to exceed the total recovery, even when the covered person's settlement or judgment is for less than the covered person's total damages and must be paid without any reductions for attorney fees. Covered person agrees that Plan has the right to obtain injunctive relief prohibiting the covered person from accepting or receiving any settlement or other recovery relating to the expenses paid by the Plan until the Plan's right of subrogation and reimbursement are fully satisfied and covered person consents to such injunctive relief.

Plan Assets. If a covered person receives compensation, damages, first party benefits, medical payments coverage, any excess, umbrella, uninsured and/or underinsured motorist insurance or any other payment, as a result of the sickness or injury, from any person, organization, insurer or any other source, including the covered person's own insurer and/or the party causing such sickness or injury, such amounts shall be considered a Plan asset to the extent of the value of medical benefits paid for Covered Services provided to the covered person. The covered person is, therefore, a fiduciary of the Plan with respect to such amounts.

Secondary Payor. The Plan is always a secondary payor when there are no fault and/or personal injury protection benefits available to the covered person.

**Plan Interpretation Clause: The Plan Sponsor has sole discretion to interpret the terms of the Subrogation and Reimbursement provision and reserves the right to make changes as it deems necessary.**

**Cooperation by Covered Persons.** By enrolling in this Plan, You and Your covered dependents agree to execute and deliver all assignments or other documents as may be required and do whatever is necessary to effectuate and protect fully the rights of the Plan or its nominee. You may not do anything which might limit, waive or release the Plan's subrogation or reimbursement rights. The covered person shall give the Plan written notice of any claim against a third-party as soon as the covered person becomes aware that the covered person may recover damages from a third-party. The covered person will be deemed to be aware that the covered person may recover damages from a third-party upon the date the covered person retains an attorney or the date written notice of the claim is presented to the third-party or the third-party's insurer by covered person, covered person's insurer or covered person's attorney, whichever is earlier. The covered person will not compromise or settle a claim without prior written consent of the Plan. If covered person fails to provide the Plan with written notice of a claim as required or if covered person compromises or settles a claim without prior written consent, the Plan will deem the covered person to have committed fraud or misrepresentation in a claim for benefits and will terminate the covered person's participation in the Plan.

### **When You Qualify for Workers' Compensation**

If you or your Dependents receive health care services due to an injury which may be covered by Workers' Compensation, you must notify Paramount Member Services as soon as possible.

If you filed a claim for Workers' Compensation, the Plan will withhold payment to your providers until the case is settled. If the Plan has made any payment to your provider and services are

covered by Workers' Compensation, you are expected to reimburse the Plan for the amounts paid.

### **When You Leave Your Job**

Members who no longer meet eligibility requirements under Section 4 of this certificate may be eligible for continuation coverage under the employer group's health benefits plan.

### **How You May Continue Group Coverage**

To get group continuation coverage when you are no longer eligible for the employer's group plan, you must live in the Paramount Service Area, and you must pay the required monthly prepayment (the share your former employer used to pay) to the group plan, your former employer. How long you are allowed to continue your coverage depends on the circumstances and the conditions provided in your employer group's plan.

The following are conditions under which you may continue Paramount coverage under your current plan. See your benefits office for further information.

1. If your employer group has *20 or fewer* employees and your employment ends, you and your eligible Dependents may be able to continue your Paramount group coverage through that employer for up to twelve (12) months under state law. To be eligible for state group continuation coverage, you must also meet the guidelines below:
  - You must have been employed for at least three (3) months before termination of your employment
  - You did not voluntarily terminate your employment and the termination is not the result of your gross misconduct
  - You must not be or become eligible for Medicare coverage or any other group health coverage
2. If any of the following events occur and your employer group has *more than 20* employees, you or your Dependents may be able to continue your coverage under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA):
  - Termination of your employment (for reasons other than gross misconduct) or reduction of hours of employment
  - Termination of your employment due to Chapter 11 Reorganization by your employer
  - Your death
  - Your divorce or legal separation
  - The end of a child's status as a dependent under the plan
  - Your eligibility for Medicare benefits

Group Coverage may be continued, if a covered Subscriber (employee) is called to active duty in the Armed Forces of the United States including the Ohio National Guard and Ohio Air National Guard.

- 1) The covered Subscriber and Dependents may continue coverage for up to twenty-four (24) months.
- 2) Covered Dependents may continue coverage for up to thirty-six (36) months if any of the following events occurs during the twenty-four (24) month period;
  - a. The death of the reservist.
  - b. The divorce or separation of a reservist from the reservist's spouse.
  - c. A covered Dependent child's eligibility under this coverage ends.

- 3) The continuation period begins on the date coverage would have terminated because the reservist was called to active duty.
- 4) The Subscriber and/or Dependent must complete and return to the employer an election form within thirty-one (31) days of the date coverage would terminate.
- 5) The Subscriber and/or Dependent must pay any required contribution to the employer not to exceed 102% of the group rate.
- 6) Continuation coverage will end on the date any of the following occurs:
  - a. The subscriber or Dependent becomes covered by another group plan without any pre-existing condition restriction.
  - b. The maximum period of months expires.
  - c. The Subscriber or Dependent does not make the required payment
  - d. The group contract with Paramount is terminated.

### **If Paramount Ends Operations/Company Insolvency**

In the event of Paramount's insolvency:

1. Paramount will continue to provide covered health care services as needed to complete any medically necessary procedures commenced but unfinished at the time of the health insuring corporation's insolvency or discontinuance of operations. If a member is receiving necessary inpatient care at a hospital, Paramount may limit inpatient care and covered health care services to the period ending thirty days after the health insuring corporation's insolvency or discontinuance of operations.
2. A member may be financially responsible for health care services rendered by a provider or health care facility that is not under contract to Paramount, whether or not Paramount authorized the use of the provider or health care facility.
  - Members' benefits would be covered until the Group Medical and Hospital Service Agreement expired. All prepayments must be made in accordance with the terms of the agreement. If you are receiving a course of treatment when Paramount ends operations, Covered Services will continue to be provided by Participating Providers as needed to complete any Medically Necessary follow-up care for that course of treatment. If a Member is receiving Inpatient care at a hospital, coverage will be continued for up to thirty (30) days after the end of operations. If you need additional information, call the Member Services Department at (419) 897-2525 or 1-800-462-3589.

### **Limitation on Legal Actions**

No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

## **6. INTERNAL CLAIMS AND APPEALS PROCEDURES AND EXTERNAL REVIEW**

### **Overview**

**If you need help:** If you do not understand your rights or if you need assistance understanding your rights or you do not understand some or all of the information in the following provisions, you may contact Paramount Insurance Company at the Member Services Department P.O. Box 928, Toledo, Ohio 43697-0928, Attention: Member Services, or by telephone at, 1-800-462-3589 or email: [Paramount.memberservices@medmutual.com](mailto:Paramount.memberservices@medmutual.com). TTY users may call 1-888-740-5670.

**Internal Claims and Appeals Procedures:** When a health insurance plan denies a claim for a treatment or service (a claim for plan benefits, you have already received (*Post-Service Claim*

*Denial*) or denies your request to authorize treatment or service (*Pre-service claim denial*), you, or someone you have authorized to speak on your behalf (an *Authorized Representative*), can request an appeal of the plan's decision. If the plan rescinds your coverage or denies your application for coverage, you may also appeal the plan's decision. When the plan receives your appeal, it is required to review its own decision. When the plan makes a claim decision, it is required to notify you (provide notice of an *Adverse Benefit Determination*).

Notification of an *Adverse Benefit Determination* must include:

- The reasons for the plan's decision;
- Your right to appeal the claim decision
- Your right to request an external review; and
- The availability of a Consumer Assistance Program at The Ohio Department of Insurance.

If you do not speak English, you may be entitled to receive appeals' information in your native language upon request.

When you request an internal appeal, the plan must give you its decision as soon as possible, but no later than:

- 72 hours after receiving your request when you are appealing the denial of a claim for urgent care. (If your appeal concerns urgent care, you may be able to have the internal appeal and external reviews take place at the same time.)
- 30 days after receipt of request for appeals of denials of non-urgent care you have not yet received.
- 30 days after receipt of request for appeals of denials of services you have already received (post-service denials).
- No extensions of the maximum time limits are permitted unless you consent.

**Continuing Coverage:** The plan cannot terminate your benefits until all of the appeals have been exhausted. However, if the plan's decision is ultimately upheld, you may be responsible for paying any outstanding claims or reimbursing the plan for claims' payments it made during the time of the appeals.

**Cost and Minimums for Appeals:** There is no cost to you to file an appeal and there is no minimum amount required to be in dispute.

**Defined terms:** Any terms in this section appearing in *italics* are defined in the **General Definitions** section of this certificate.

**Your rights to file an appeal of denial of health benefits:** You or your *Authorized Representative*, such as your health care provider, may file the appeal for you, in writing, either by mail or by facsimile (fax). For an urgent request, you may also file an appeal by telephone:

Paramount Insurance Company, P.O. Box 928, Toledo, Ohio 43697-0928, Attn: Member Services Department Appeals, by telephone at 1-800-462-3589 or email: [PHCMBRsvcAppeals@medmutual.com](mailto:PHCMBRsvcAppeals@medmutual.com).

Please include in your written appeal or be prepared to tell us the following:

- Name, address and telephone number of the insured person;
- The insured's health plan identification number;
- Name of health care provider, address and telephone number;
- Date the health care benefit was provided (if a post-claim denial appeal)
- Name, address and telephone number of an *Authorized Representative* (if appeal is filed by a person other than the insured); and
- A copy of the notice of *Adverse Benefit Determination*.

**Rescission of coverage:** If the plan rescinds your coverage, you may file an appeal according to the following procedures. The plan cannot terminate your benefits until all of the appeals have been exhausted. Since a *Rescission* of coverage is a cancellation or discontinuance of coverage that has retroactive effects, if the plan's decision to rescind is upheld, you will be responsible for payment of all claims for your *Health Care Services*.

**Time Limits for filing an internal claim or appeal:** You must file the internal appeal within 180 days of the receipt of the notice of claim denial (an *Adverse Benefit Determination*). Failure to file within this time limit may result in Paramount declining to consider the appeal.

**Time Limits for an External Appeal:** You have 180 days to file for an *external review* after receipt of the plan's *Final Adverse Benefit Determination*.

**Your Rights to a Full and fair review.** The plan must allow you to review the claim file and to present evidence and testimony as part of the internal claims and appeals process.

- The plan must provide you, free of charge, on request, with any new or additional evidence considered, relied upon, or generated by the plan (or at the direction of the plan) in connection with the claim; such evidence must be provided as soon as possible and sufficiently in advance of the date on which the notice of final internal *Adverse Benefit Determination* is required to give you a reasonable opportunity to respond prior to that date; and
- Before the plan can issue a final internal *Adverse Benefit Determination* based on a new or additional rationale, you must be provided, free of charge, with the rationale; the rationale must be provided as soon as possible and sufficiently in advance of the date on which the notice of final internal *Adverse Benefit Determination* is required to be provided to give you a reasonable opportunity to respond prior to that date.
- The adverse determination must be written in a manner understood by you, or if applicable, your *Authorized Representative* and must include all of the following:

The titles and qualifying credentials of the person or persons participating in the first level review process (the reviewers);

Information sufficient to identify the claim involved, including the date of service, the health care provider;

A statement describing the availability, upon request, of the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning.



- As a general matter, the plan may deny claims at any point in the administrative process on the basis that it does not have sufficient information; such a decision, however, will allow you to advance to the next stage of the claims process.

### **Other Resources to help you**

**Department of Insurance:** For questions about your rights or for assistance you may also contact the Consumer Affairs Division at The Ohio Department of Insurance (800) 686-1526.

**Department of Labor:** If this is a health plan provided through your employer or under a retiree *Health Benefit Plan* through your former employer, your rights are also protected by ERISA. For information about your rights under ERISA, you may contact the **Employee Benefits Security Administration (EBSA)**, an agency of the Department of Labor, at (866) 444-3272.

**Language services** are available from the *Health Benefit Plan* and from The Ohio Department of Insurance.

**Your rights to appeal and the instructions for filing an appeal are described in the provisions following this Overview.**

## **INTERNAL CLAIMS AND APPEALS**

An appeal will be between the health care provider requesting the service in question and a clinical peer. If the appeal does not resolve the disagreement, either you or your Authorized Representative may request an external review.

### **Non-urgent, Pre-Service Claim denial**

For a non-urgent *Pre-Service Claim*, the plan will notify you of its decision as soon as possible but no later than 30 days after receipt of the request.

### **Urgent Pre-service Care claim denial**

**If your claim for benefits is urgent, you or your Authorized Representative, or your health care provider (physician) may contact us with the claim, orally or in writing.**

If the request for benefits is one involving urgent care, we will notify you of our decision as soon as possible, but no later than 72 hours after we receive your request.

### **Electronic Pre-service Non-urgent and Urgent Care claim denial**

For electronic pre-service urgent care services, an appeal will be determined and we will notify you within forty-eight hours after receipt. Electronic pre-service appeals for non-urgent care services will be determined and we will notify you within ten calendar days of receipt.

### **Simultaneous Urgent appeal request and expedited internal review:**

In the case of a *claim involving urgent care*, you or your *Authorized Representative* may request an expedited internal review. A request for expedited internal review may be submitted orally or in writing by you or your *Authorized Representative*; and all necessary information, including the plan's benefit determination on review, shall be transmitted between the plan and the claimant by telephone, facsimile, or other expeditious method.

Additionally, You, or your *Authorized Representative*, may simultaneously request an expedited external review if both the following apply

(1) You have filed a request for an expedited internal review; and

(2) After a *Final Adverse Benefit Determination*, if either of the following applies:

(a) Your treating physician certifies that the *Adverse Benefit Determination* involves a medical condition that could seriously jeopardize your life or health, or would jeopardize your ability to regain maximum function, if treated after the time frame of a standard external review;

(b) The *Final Adverse Benefit Determination* concerns an admission, availability of care, continued stay, or health care service for which you received Emergency Services, but has not yet been discharged from a facility.

### **Post-service appeal of a claim denial (retrospective)**

If your appeal is for a *Post-Service Claim Denial*, we will notify you of our decision as soon as possible but no later than 30 days after we have received your appeal.

### **EXTERNAL REVIEW Right to External Review**

Under certain circumstances, you have a right to request an external review of our adverse benefit decision by an *Independent Review Organization* or by the *Superintendent* of insurance, or both.

If you have filed internal claims and appeals in accordance with the procedures of this plan, and the plan has denied or refused to change its decision, or if the plan has failed, because of its actions or its failure to act, to provide you with a *final determination* of your appeal within the time permitted, or if the plan waives, in writing, the requirement to exhaust the internal claims and appeals procedures, you may make a request for an external review of an *Adverse Benefit Determination*.

All requests for an external review must be made within 180 days of the date of the notice of the plan's *Final Adverse Benefit Determination*. There are two types of IRO external reviews, standard and expedited. Standard requests for an external review must be provided in writing; requests for expedited external reviews, including *experimental/investigational*, may be submitted orally or electronically.

A *Covered Person* is entitled to an external review by an IRO in the following instances:

The *Adverse Benefit Determination* involves a medical judgment or is based on any medical information.

The *Adverse Benefit Determination* indicates the requested service is experimental or investigational, the requested health care service is not explicitly excluded in the *Covered Person's Health Benefit Plan*, and the treating physician certifies at least one of the following:

- Standard *Health Care Services* have not been effective in improving the condition of the *Covered Person*

- Standard *Health Care Services* are not medically appropriate for the *Covered Person*
- No available standard health care service covered by Paramount is more beneficial than the requested health care service

A *Covered Person* is entitled to an external review by the Department in the following instances:

The *Adverse Benefit Determination* is based on a contractual issue that does not involve a medical judgment or medical information.

The *Adverse Benefit Determination* for an *Emergency Medical Condition* indicates that the medical condition did not meet the definition of emergency and Paramount's decision has already been upheld through an external review by an IRO.

**You may file the request for an external review by contacting the plan:**

Paramount Insurance Company, P.O. Box 928, Toledo, Ohio 43697-0928, Attn: Member Services Department Appeals, by telephone at 1-800-462-3589 or email: PHCMbrSvcAppeals@medmutual.com.

A completed authorization for release of your medical records must be provided with the request.

**Non-urgent request for an external review**

Unless the request is for an expedited external review, within five days the plan will provide or transmit all necessary documents and information considered in making the *Adverse Benefit Determination* in question to the assigned *Independent Review Organization* (IRO). The plan will provide you with notice that it has initiated the external review that includes:

(a) The name and contact information for the assigned *Independent Review Organization* or the *Superintendent* of insurance, as applicable, for the purpose of submitting additional information; and

(b) Except for when an expedited request is made, a statement that you may, with 10 business days after the date of receipt of the notice, submit, in writing, additional information for either the *Independent Review Organization* or the *Superintendent* of insurance to consider when conducting the external review.

**If your request is not complete** the plan will notify you in writing and include information about what is needed to make the request complete.

**If the plan denies your request for an external review on the basis that the *adverse benefit determination* is not eligible for an external review**, the plan will notify you, in writing, the reasons for the denial and that you have a right to appeal the decision to the *Superintendent* of insurance.

**If the plan denies your request for an external review because you have failed to exhaust the Internal Claims and Appeals Procedure**, You may request a written explanation, which the plan will provide to you within 10 days of receipt of your request, explaining the specific reasons for its assertion that you were not eligible for an external review because you did not comply with the required procedures.

**Request for external review to *Superintendent* of insurance:** If the plan denies your request for an external review, you may file a request for the *Superintendent* of insurance to review the plan's decision by contacting Consumer Affairs Division at 800-686-1526 between 8:00 a.m. and 5:00 p.m., eastern standard time or by sending a written request addressed to: Consumer Affairs, The Ohio Department of Insurance, 50 West Town St., Suite 300, Columbus, Ohio 43215.

Information about external reviews is also available on the Department's website: [www.insurance.ohio.gov](http://www.insurance.ohio.gov). The Ohio Department of Insurance may determine the request is eligible for external review regardless of Paramount's decision and require that the request be referred for external review. The Department's decision will be made in accordance with the terms of the *Health Benefit Plan* and all applicable provisions of the law.

**If Superintendent upholds the plan's decision:** If you file a request for an external review with the *Superintendent*, and if the *Superintendent* upholds the plan's decision to deny the external review because you did not follow the plan's internal claims and appeals procedures, you must resubmit your appeal according to the plan's internal claims and appeals procedures within 10 days of the date of your receipt of the *Superintendent's* decision. The clock will begin running on all of the required time periods described in the internal claims and appeals procedures when you receive this notice from the *Superintendent*.

**If the plan's failure to comply with its obligations under the internal claims and appeals procedures was considered** (i) *de minimis*, (ii) not likely to cause prejudice or harm to you (claimant), (iii) because we had a good reason or our failure was caused by matters beyond our control (iv) in the context of an ongoing good- faith exchange of information between the plan and you (claimant) or your *Authorized Representative* and (v) not part of a pattern or practice of our not following the internal claims and appeals procedures, then *you* will not be deemed to have exhausted the internal claims and appeals requirements. You may request an explanation of the basis for the plan's asserting that its actions meet this standard.

**Expedited external review** : You may have an expedited external review if your treating physician certifies that the *Adverse Benefit Determination* involves a medical condition that could seriously jeopardize your life or health , or would jeopardize your ability to regain maximum function if treated after the time frame for a standard external review; or the *Final Adverse Benefit Determination* concerns an admission, availability of care, continued stay, or health care service for which you received *Emergency Services*, but have not yet been discharged from a facility.

The request may be made orally or electronically by you or your health care provider.

**Expedited external review for experimental and/or investigational treatment:** You may request an external review of an *Adverse Benefit Determination* based on the conclusion that a requested health care service is *experimental* or investigational, except when the requested health care service is explicitly listed as an excluded benefit under the terms of the *Health Benefit Plan*.

To be eligible for an external review under this provision, your treating physician shall certify that one of the following situations is applicable:

- (1) Standard *Health Care Services* have not been effective in improving your condition;
- (2) Standard *Health Care Services* are not medically appropriate for you; or
- (3) There is no available standard health care service covered by the *Health Plan Issuer* that is more beneficial than requested health care service.

The request for an expedited external review under this provision may be requested orally or by electronically. For Expedited/Urgent requests, your health care provider can orally make the request on your behalf.

**If the request for an expedited external review is complete and eligible**, the plan will immediately provide or transmit all necessary documents and information considered in making the *Adverse Benefit Determination* in question to the assigned *Independent Review Organization* (IRO) by telephone, facsimile or other available expeditious method.

If the request is not complete, we will notify you immediately in writing, including what is needed to make the request complete.

**Independent Review Organization:** An external review is conducted by an *Independent Review Organization* (IRO) selected on a random basis as determined in accordance with Ohio law. The IRO will provide you with a written notice of its decision to either uphold or reverse the plan's *Adverse Benefit Determination* within 30 days from the date of Paramount's receipt of a request for standard external review (not urgent).

If an expedited external review (urgent) was requested, the IRO will provide a determination as soon as possible or within 72 hours of Paramount's receipt of the expedited review request.

The IRO written notice must include the following information:

- A general description of the reason for the request for external review
- The date the *Independent Review Organization* was assigned by the Ohio Department of Insurance to conduct the external review
- The dates over which the external review was conducted
- The date on which the *Independent Review Organization's* decision was made
- The rationale for its decision
- References to the evidence or documentation, including any evidence-based standards, that was used or considered in reaching its decision
- Decisions that involve a health care treatment or service that is stated to be experimental or investigational also includes the principle reason(s) for the IRO's decision and the written opinion of each clinical reviewer including their recommendation and their rationale for the recommendation

The IRO's decision is binding on Paramount and the *Covered Person*. A *Covered Person* may not file a subsequent request for an external review involving the same *Adverse Benefit Determination* that was previously reviewed unless new medical or scientific evidence is submitted to Paramount. If the IRO reverses the *Health Benefit Plan's* decision, the plan will immediately provide coverage for the health care service or services in question.

If the *Superintendent* or IRO requires additional information from you or your health care provider, the plan will tell you what is needed to make the request complete.

**If the plan reverses its decision:** If the plan decides to reverse its *Adverse Benefit Determination* before or during the external review, the plan will notify you, the IRO, and the *Superintendent* of insurance within one business day of the decision.

**After receipt of Health Care Services:** No expedited review is available for *Adverse Benefit Determinations* made after receipt of the health care service or services in question.

**Emergency medical services:** If plan denies coverage for an emergency medical service, the plan will also advise at the time of denial that you request an expedited internal and external review of the plan's decision.

**Review by the Superintendent of insurance:** If the plan has made an *Adverse Benefit Determination* based on a contractual issue (e.g., whether a service or services are covered under your contract of insurance), you may request an external review by the *Superintendent* of insurance.

**If the IRO and Superintendent uphold the plan's decision,** you may have a right to file a lawsuit in any court having jurisdiction.

## 7. TERMS AND DEFINITIONS

**Adverse Benefit Determination** means a decision by a health plan issuer:

- (1) To deny, reduce, or terminate a requested health care service or payment in whole or in part, including all of the following:
  - (a) A determination that the health care service does not meet the health plan issuer's requirements for medical necessity, appropriateness, health care setting, level of care, or effectiveness, including experimental or investigational treatments;
  - (b) A determination of an individual's eligibility for individual health insurance coverage, including coverage offered to individuals through a non-employer group, to participate in a plan or health insurance coverage;
  - (c) A determination that a health care service is not a covered benefit;
  - (d) The imposition of an exclusion, including exclusions for pre-existing conditions, source of injury, network, or any other limitation on benefits that would otherwise be covered.
- (2) Not to issue individual health insurance coverage to an applicant, including coverage offered to individuals through a non-employer group;
- (3) To rescind coverage on a health benefit plan. See definition of rescission in this section.

**Ambulatory review** means utilization review of health care services performed or provided in an outpatient setting.

**Authorized representative** means an individual who represents you in an internal appeal or external review process of an adverse benefit determination who is any of the following:

- (1) A person to whom a covered individual has given express, written consent to represent that individual in an internal appeals process or external review process of an adverse benefit determination;
- (2) A person authorized by law to provide substituted consent for a covered individual;
- (3) A family member but only when you are unable to provide consent.

**Autism Spectrum Disorder** means any of the pervasive developmental disorders or autism spectrum disorder as defined by the most recent edition of the diagnostic and statistical manual of mental disorders published by the American Psychiatric Association available at the time an individual is first evaluated for suspected developmental delay.

**Basic Health Care Services** as defined by Section 1751.01 of the Ohio Revised Code are: Physician's services, inpatient hospital services, outpatient medical services, emergency health services, diagnostic laboratory services and diagnostic and therapeutic radiology services, diagnostic and treatment services, other than prescription drug services, for biologically based mental illnesses; preventive health services including family planning, infertility services, periodic physical examinations, prenatal obstetrical care and well-child care; and routine patient care for patients enrolled in an eligible cancer clinical trial pursuant to section 3923.80 of the Ohio Revised Code.

**Biologically Based Mental Illness** as defined by ORC 1751.01, (D) means schizophrenia, schizoaffective disorder, major depressive disorder, bipolar disorder, paranoia and other psychotic disorders, obsessive-compulsive disorder and panic disorders as these terms are defined in the most recent edition of the *Diagnostic and Statistical Manual of Mental Disorders (DSM)* published by the American Psychiatric Association.

**Child** means the natural children, legally adopted children, stepchildren and children under legal custody (i.e., official court-appointed guardianship or custody) of the Subscriber or the Subscriber's spouse.

**Claim involving urgent care** means any claim for Medicare care or treatment with respect to the application of the time periods for making non-urgent care determinations

- Could seriously jeopardize the life or health of the claimant or the ability of the claimant to regain maximum function, or,
- In the opinion of a physician with knowledge of the claimant's medical condition, would subject the claimant to severe pain that cannot be adequately managed without the care or treatment is the subject of the claim.

The determination whether a claim is a "claim involving urgent care" will be determined by the plan; or, by a physician with knowledge of the claimant's medical condition.

**Clinical Therapeutic Intervention** means therapies supported by empirical evidence, which include, but are not limited to, applied behavioral analysis, that satisfy both of the following: (a) Are necessary to develop, maintain, or restore, to the maximum extent practicable, the function of an individual; (b) Are provided by or under the supervision of any of the following: (i) A certified Ohio behavior analyst as defined in section 4783.01 of the Revised Code; (ii) An individual licensed under Chapter 4732 of the Revised Code to practice psychology; (iii) An individual licensed under Chapter 4757 of the Revised Code to practice professional counseling, social work, or marriage and family therapy.

**Coinsurance** is your share of the cost of some Covered Services (a percentage of the amount allowed). For example, you may be responsible for 20% of the average charge allowed for Covered Services.

**Continuing Care Patient** an individual who, with respect to a provider or facility, is undergoing a course of treatment for a serious complex condition from the provider or facility; is undergoing a course of institutional or inpatient care from the provider or facility; is scheduled to undergo nonelective surgery from the provider, including receipt of postoperative care from such provider or facility with respect to such a surgery; is pregnant and undergoing a course of treatment for the pregnancy from the provider or facility; or is or was determined to be terminally ill and is receiving treatment for such illness from such provider or facility.

**Contract Year** is a calendar year or the term for which the employer group has an agreement with Paramount to provide Covered Services to eligible Subscribers and their Dependents.

**Copayment** is your share of the cost of some Covered Services. Copayment is a specific dollar amount, such as \$5.00 or \$10.00. Copayments for specific dollar amounts are due and payable at the time services are provided.

**Cost Sharing** is any expenditure required by or on behalf of a Member with respect to Essential Health Benefits; the term includes Deductibles, Coinsurance, Copayments, or similar charges, but excludes premiums, balance billing amount for non-network providers, spending for non-covered services and for cost-sharing for services obtained out-of-network.

**Covered Person** means a policyholder, subscriber, enrollee, member, or individual covered by a health benefit plan. "Covered person" does include the covered person's authorized representative with regard to an internal appeal or external review.

**Covered Services** are authorized services shown in our list of services covered and rendered by a provider for which Paramount will provide payment. A Covered Service may be subject to a Copayment/Coinsurance or other limitations.

**Deductible** is the amount you must pay for Covered Services within each Contract Year before benefits will be paid by Paramount. See your Schedule of Benefits for the Deductible amount that

applies to you and your Dependents. The single Deductible is the amount each Member must pay, the family Deductible is the total amount any two or more covered family members must pay.

**De Minimis** means something not important; something so minor that it can be ignored.

**Dependent** means any member of a Subscriber's family who meets all the applicable eligibility requirements, has been enrolled in the plan and for whom the payment required by the employer's group agreement has been received by Paramount.

**Effective Date** is the date your coverage begins.

**Emergency Medical Condition** means a medical condition that manifests itself by such acute symptoms of sufficient severity, including severe pain that a prudent layperson with an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in any of the following:

- a) Placing the health of the individual or, with respect to a pregnant woman, the health of the woman or the unborn Child, in serious jeopardy;
- b) Serious impairment to bodily functions; or
- c) Serious dysfunction of any bodily organ or part.

An Emergency Medical Condition also includes a behavioral health emergency where the Member is acutely suicidal or homicidal.

**Emergency Services** means the following:

- a) A medical screening examination, as required by federal law, that is within the capability of the emergency department of a hospital, including ancillary services routinely available to the emergency department, to evaluate an Emergency Medical Condition;
- b) Such further medical examination and treatment that are required by federal law to stabilize an Emergency Medical Condition and are within the capabilities of the staff and facilities available at the hospital, including any trauma and the burn center of the hospital.

**Essential Health Benefits** is defined under federal law (PPACA) as including benefits in at least the following categories: ambulatory patient services; emergency services; hospitalization; maternity and newborn care; mental health and substance use disorder services, including behavioral health treatment; prescription drugs; rehabilitative and habilitative services and devices; laboratory services; preventive and wellness services and chronic disease management; and pediatric services, including oral and vision care. Your plan may contain some or all of these types of benefits. If your plan contains any of these benefits, there are certain requirements that may apply to those benefits, as provided in this certificate of coverage.

**Exigent Circumstances** (Expedited Exception Request) exist when a member is suffering from a health condition that may seriously jeopardize the enrollee's life, health, or ability to regain maximum function or when a member is undergoing a current course of treatment using a non-formulary drug.

**Experimental/Investigative** is Any Drug, biologic, device, Diagnostic, product, equipment, procedure, treatment, service, or supply used in or directly related to the diagnosis, evaluation, or treatment of a disease, injury, illness, or other health condition which we determine to be Experimental/Investigative is not covered. We will deem any Drug, biologic, device, Diagnostic, product, equipment, procedure, treatment, service, or supply to be Experimental/Investigative using evidence-based criteria as defined in this certificate.

**Final Adverse Benefit Determination** means an adverse benefit determination that is upheld at



the completion of a health plan issuer's internal appeals process.

**Health Benefit Plan** means a policy, contract, certificate, or agreement offered by a Health Plan Issuer to provide, deliver, arrange for, pay for, or reimburse any of the costs of health care services.

**Health Care Professional:** Means a physician, psychologist, nurse practitioner, physician assistant or other health care practitioner licensed, accredited, or certified to perform health care services consistent with state law.

**Health Care Provider:** Means a Health Care Professional or facility.

**Health Care Services** means services for the diagnosis, prevention, treatment, cure, or relief of a health condition, illness, injury, or disease.

**Health Plan** means Paramount.

**Health Plan Issuer** means an entity subject to the insurance laws and rules of this state, or subject to the jurisdiction of the superintendent of insurance, that contracts, or offers to contract to provide, deliver, arrange for, pay for, or reimburse any of the costs of health care services under a health benefit plan, including a sickness and accident insurance company, a health insuring corporation, a fraternal benefit society, a self-funded multiple employer welfare arrangement, or a nonfederal, government health plan. "Health plan issuer" includes a third party administrator to the extent that the benefits that such an entity is contracted to administer under a health benefit plan are subject to the insurance laws and rules of this state or subject to the jurisdiction of the superintendent.

**Health Savings Accounts (HSAs)** is a tax-exempt trust or custodial account you set up with a qualified HSA trustee to pay or reimburse certain medical expenses you incur. You must be an eligible individual to qualify for an HSA. To be an eligible individual and qualify for an HSA, you must meet the following requirements.

- You must be covered under a high deductible health plan (HDHP)
- You have no other health coverage except as permitted and explained in IRS Publication 969.
- You are not enrolled in Medicare.
- You cannot be claimed as a dependent on someone else's tax return.

**High Deductible Health Plan (HDHP).** An HDHP has:

- A higher annual deductible than typical health plans, and
- A maximum limit on the sum of the annual deductible and out-of-pocket medical expenses that you must pay for covered expenses. Out-of-pocket expenses include copayments and other amounts, but do not include premiums.

An HDHP provides Preventive Health Services not subject to a deductible.

**Independent Review Organization (IRO)** means an entity that is accredited to conduct independent external reviews of adverse benefit determinations.

**Inpatient** is a patient who stays overnight in a hospital or other medical facility.

**Life-Threatening Disease or Condition** means any disease or condition from which the likelihood of death is probably unless the course of the disease or condition is interrupted.

**Medical care** means the diagnosis, cure, mitigation, treatment, or prevention of disease or for the purpose of affecting any structure or function of the body and for transportation primarily for and essential to the provision of such care.

**Medical Necessity/Medically Necessary** means the service you receive must be:

1. Needed to prevent, diagnose and/or treat a specific condition.
2. Specifically related to the condition being treated or evaluated.
3. Provided in the most medically appropriate setting; that is, an outpatient setting must be used, rather than a hospital or inpatient facility, unless the services cannot be provided safely in an outpatient setting.

Paramount investigates all requests for coverage of new technology using the *HAYES Medical Technology Directory®* and current evidenced-based medical/scientific publications. If further information is needed, Paramount utilizes additional sources including Medicare and Medicaid policy and Food and Drug Administration (FDA) releases. This information is evaluated by Paramount's Medical Director and other physician advisors. See Internal Claims and Appeals Procedures and External Review Section in this certificate

**Member** means any Subscriber or Dependent as defined in Section 4/Who Is Eligible.

**Member Identification (I.D.) Card** is a card that Paramount will issue to each covered Member. The I.D. card indicates the Member's PCP and certain copays.

**Non-Biologically Based Mental Illness** means mental illnesses that are not Biologically Based Mental Illnesses as defined in this certificate of coverage.

**Out-of-Pocket Copayment Limit** is the maximum amount of Deductible, Copayments and Coinsurance you pay every Contract Year. Once the Out-of-Pocket Copayment Limit is met, there will be no additional Cost Sharing during the remainder of the Contract Year. The Out-of-Pocket Copayment Limit is stated in your Schedule of Benefits. The single Out-of-Pocket Copayment Limit is the amount each Member must pay, and the family Out-of-Pocket Copayment Limit is the total amount any **two or more** covered family members must pay. The Out-of-Pocket Copayment Limit of one family member will not exceed that of an individual annual Out-of-Pocket Copayment Limit amount.

**Outpatient** refers to services or supplies provided to someone who has not been admitted as an inpatient to a hospital. Observation care is considered an Outpatient service.

**Paramount Service Area** means all of Ashland, Crawford, Defiance, Erie, Fulton, Hancock, Henry, Huron, Lucas, Marion, Morrow, Ottawa, Putnam, Richland, Sandusky, Seneca, Williams, Wood, and Wyandot counties, and portions of Allen, Delaware, Hardin, Knox, Lorain and Paulding counties in Ohio and Lenawee and Monroe counties in Michigan.

**Participating Hospital** means any hospital with which Paramount has contracted or established arrangements for inpatient/outpatient hospital services and/or emergency services.

**Participating Provider** means a physician, hospital or other health professional or facility that has a contract with Paramount to provide Covered Services to Members.

**Participating Specialist** means a physician who provides Covered Services to members within the range of his or her medical specialty under an agreement with Paramount.

**Physician** means a provider who holds a certificate under Ohio law authorizing the practice of medicine and surgery or osteopathic medicine and surgery or a comparable license or certificate from another state.

**Post-service claim** means any claim for a benefit under a group health plan that is not a "pre-service claim."

**Pre-service claim** means any claim for a benefit under a group health plan, with respect to which

the terms of the plan condition receipt of the benefit, in completely or in part, on approval of the benefit in advance of obtaining medical care.

**Preventive Health Services/Benefits** are those Covered Services that are being provided: 1) to a Member who has developed risk factors (including age and gender) for a disease for which the Member has not yet developed symptoms, and 2) as an immunization to prevent specific diseases. However, any service or benefit intended to treat an **existing** illness, injury or condition does not qualify as Preventive Health Services. More information is available in Section 4, Your Plan, Preventive Health Services.

**Primary Care Provider** means a physician or other provider who specializes in family practice, internal medicine or pediatrics and is designated by Paramount as a Primary Care Provider.

**Prior Authorization** is required for certain procedures or services. It is the responsibility of the Participating Provider to obtain Prior Authorization from Paramount in advance of these procedures or services.

**Probationary or Waiting Period** is the period between the date the individual files a substantially complete application for coverage and the first day of coverage. This period is not to exceed 90 days.

**Rescission** means a cancellation or discontinuance of coverage that has a retroactive effect. "Rescission" does not include a cancellation or discontinuance of coverage that has only a prospective effect or a cancellation or discontinuance of coverage that is effective retroactively to the extent it is attributable to a failure to timely pay required premiums or contributions towards the cost of coverage.

**Retrospective Review** means a review conducted after services have been provided to a covered person.

**Schedule of Benefits** is the insert included with this certificate of coverage that provides information on the limits and maximums of the Plan and Deductible, Copayment, and Coinsurance amounts that You must pay and explains the specific program the Employer has purchased.

**Specialty Drugs** are complex Prescription Drugs as determined by Paramount's Pharmacy & Therapeutics Working Group (P & T) used to treat chronic conditions such as multiple sclerosis, cancer, hepatitis and rheumatoid arthritis. These drugs are self-administered as injectable or oral drugs and often require special handling and monitoring.

**Stabilize/Stabilized:** As used when referring to emergency services or emergency medical condition, Stabilize means the provision of such medical treatment as may be necessary to assure, within reasonable medical probability that no material deterioration of an individual's medical condition is likely to result from or occur during a transfer, if the medical condition could result in any of the following:

- a) Placing the health of the individual or, with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy;
- b) Serious impairment to bodily functions;
- c) Serious dysfunction of any bodily organ or part. In the case of a woman having contractions, "stabilize" means such medical treatment as may be necessary to deliver, including the placenta.

**Subscriber** means a person who meets all applicable eligibility requirements, is employed by an employer who has a contract in effect with Paramount and enrolls with an employer as the subscriber.

**Superintendent** means the superintendent of insurance.

**Supplemental Health Care Services** as defined by Section 1751.01 of the Ohio Revised Code are: Services of intermediate, long-term care facilities; dental care; vision care; optometric services including lenses and frames; podiatric care; mental health services excluding diagnostic and treatment services for biologically based mental illness; short-term outpatient evaluative and crisis intervention mental health services; medical or psychological treatment and referral services for alcohol and drug abuse or addiction; home health services; prescription drugs; nursing services; services of a dietician licensed under Chapter 4759 of the Revised Code; physical therapy services; chiropractic services and any other category approved by the superintendent of insurance.

**Telehealth Services** means a mode of providing health care services through synchronous or asynchronous information and communication technology by a Health Care Professional, within the professional's scope of practice, who is located at a site other than the site where the recipient is located.

(a) The patient receiving the services;

(b) Another Health Care Professional with whom the provider of the services is consulting regarding the patient.

**Urgent care claims:** If your claim involves urgent care, we will notify you as soon as possible but no later than 72 hour after we have received the appeal for a denied claim for urgent care.

**Urgent Care Services** means those health care services that are appropriately provided for an unforeseen condition of a kind that usually requires medical attention without delay but that does not pose a threat to the life, limb, or permanent health of the injured or ill person, and may include such health care services provided out of Paramount's approved service area.

**Urgent Medical Condition** is an unforeseen condition of a kind that usually requires medical attention without delay but that does not pose a threat to the life, limb or permanent health of the injured or ill person.

