

# AETNA HEALTH OF CALIFORNIA INC.

## Group agreement

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The HMO group agreement is by and between

**AETNA HEALTH OF CALIFORNIA INC. and  
ASPEN HR PEO, LLC  
Contract holder**

Group agreement number: 0175134  
**Effective date:** September 01, 2022  
Contract situs: California

This HMO group agreement takes effect on the **effective date** if we have received your signed group application and the initial premium. It remains in force until terminated.

Term of the HMO group agreement:

- The initial term is the 12 consecutive months beginning on the **effective date**.
- Subsequent terms are the 12 consecutive months beginning with the **renewal date**.

**Premium due dates:** The **effective date** and each month after that.

Signed at **Aetna's** Home Office 1385 East Shaw Ave, Fresno, CA 93710.

This group agreement is governed by applicable federal law and the laws of California.

By:   
\_\_\_\_\_  
Gregory S. Martino  
Vice President

### NOTICE

If you have a question or concern, you can contact your agent or broker or contact us at the number and address shown below:

Customer Service  
Aetna Health of California, Inc.  
1385 East Shaw Ave.  
Fresno, CA 93710

You may also contact the California Department of Managed Health Care with your concerns. You can contact them at:

California Department of Managed Health Care  
980 9th Street, Suite 500  
Sacramento, CA 95814-2725  
1-888-466-2219  
Fax: 916-255-5241  
TDD: 1-877-688-9891

## Table of contents

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	<b>Page</b>
The HMO group agreement.....	4
If you want to discuss your coverage .....	4
Definitions .....	5
Premium .....	6
Fees for special services and assessments .....	8
Some of our other responsibilities .....	10
Some of your other requirements and responsibilities .....	10
Termination .....	13
Fraud and intentional misrepresentation.....	15
Responsibility for conduct .....	15
General provisions.....	16

## The HMO group agreement

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The HMO group agreement is the entire contract between us. Any statement that a **covered person** or you make in the group application is, in the absence of fraud, deemed a representation and not a warranty. The HMO group agreement consists of the following documents:

- Your group application
- This group agreement
- The EOC(s)
- The schedule of benefits
- Riders and amendments

## If you want to discuss your coverage

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If you have questions about your coverage under the group agreement, or if you wish to discuss it, contact your agent. If you did not use an agent to purchase your coverage, or if you have additional questions, you may contact us at:

**AETNA HEALTH OF CALIFORNIA INC.**

1385 East Shaw Ave  
Fresno, CA 93710

Please have your group agreement number available when you contact us. It is on the front page of this group agreement.

## Definitions

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You will see some words in bold type in the group agreement. The bold type means we have defined those words. The definitions are in this section and in the *Glossary* section of the EOC.

### **Contract holder**

ASPEN HR PEO, LLC and entities associated with it for purpose of coverage under this group agreement.

### **Covered person**

An employee or a dependent of an employee for whom all of the following applies:

- The person is eligible for coverage as defined in the EOC
- The person has enrolled for coverage and paid any required premium contribution
- The person's coverage has not ended

### **Dates:**

#### **Effective date**

Date we first cover you under this group agreement.

#### **Final rates and fees schedule effective date**

Date stated on the *Final rates and fees schedule*.

#### **Premium due date**

The **effective date** and the 1<sup>st</sup> day of each succeeding calendar month

### **Renewal date**

Date that is 12 months after the **effective date** and each 12 months after that.

### **Termination date**

The date coverage ends according to the *Termination* section.

## Premium

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### Premium – rates and amount due

The premium rates are in the *Final rates and fees schedule* section. You will receive a new *Final rates and fees schedule* when the premium rates change. Any new schedule will state its **effective date**.

We charge premium based on the premium rates in effect on the **premium due date**.

The premium due on any **premium due date** is the total of the premium charges for your coverage.

When we calculate premium due, we will use our records to determine who is a **covered person**.

You owe premium for a **covered person** starting with the first **premium due date** on or after the day the person's coverage starts. You stop paying premium for a **covered person** as of the first **premium due date** on or after the day the person's coverage ends.

### Premium – individual proration

Premium shall be paid in full for persons who are covered for an entire month beginning with the **premium due date**.

Premiums shall be adjusted as outlined below for persons whose:

- Coverage is effective on a day other than the first day of the billing month
- Coverage terminates on a day other than the last day of the billing month

If a person's coverage starts on the first of the month, the premium for the whole month is due. If the coverage starts after the first of the month, no premium for the month is due.

If a person's coverage ends on the first of the month, no premium for the month is due. If the coverage ends after the first of the month, the premium for the whole month is due.

### Premium – changes in rates

We may change the premium rates as of a **premium due date** during the initial term only if:

- There is a change in factors that materially affects the risk we assumed with this coverage. We will explain these changes in factors in our rate quote to you
- There is a change in federal and state laws or regulations, or there is a judicial decision, that materially affects the cost of providing coverage

We may change the premium rates as of a **premium due date** during any following term.

We will let you know in writing of any change in premium rate 30 days before they take effect.

## **Premium – experience credit**

We may declare an experience credit at the end of a plan year. We do not have to declare any experience credit.

If we declare an experience credit, we may return the amount of the credit to you:

- By electronic fund transfer
- By applying the amount to the premium due in the current or next plan year
- By any other manner that we and you agree to

We can require you to share an experience credit with your employees. We have to agree on the way that you intend to distribute this credit before we agree to give you the experience credit. If the total premium paid, minus the experience credit is more than the total of employee contributions, we will require you to apply at least the excess experience credit for the sole benefit of your employees.

## **Premium – when due**

Premium is due on the **premium due date**.

You have a payment grace period of 31 days immediately following the last day of paid coverage. The group agreement will remain in force during the grace period. If we have not received all premium due by the end of the grace period, it will automatically terminate at the end of the grace period. Refer to the *Termination* section of this group agreement.

## **Premium – how billed and paid**

We may bill you electronically. You shall pay premium due by electronic fund transfer. Payment occurs when we receive good funds.

We may accept a partial payment but this does not waive our right to collect the entire amount due.

## **Premium – overdue amounts**

If you don't pay your premium on time, we will charge you interest on the total premium amount that is overdue. Overdue premium includes amounts due after the grace period. The interest rate will be up to 1 1/2% per month for each month or partial month an amount due remains unpaid. We ensure we will not charge interest during applicable grace period if premium is paid during the grace period.

We may recover from you the costs of collecting any unpaid premium, including reasonable attorney fees and costs of suit.

## **Premium – eligibility corrections**

We will retroactively drop a **covered person** from coverage and credit to your premium payments if:

- We billed you based on eligibility information you provided us
- The person did not pay the required premium contribution for the period
- The eligibility information included a person who was not eligible for coverage
- You request that we retroactively drop the person from coverage

Our credit of premium is limited to 2 months' credit for a person whose loss of eligibility occurred more than 30 days before the date you notified us. If we paid benefits on behalf of such a person, we may reduce the credit by the amount of benefit paid.

If you asked us to retroactively drop coverage, we will consider that as your statement that the person did not pay the required premium contribution for the period.

We will retroactively cover eligible persons who were not included in the eligibility information you provided us. We will cover them retroactively no more than 30 days before the date you both notify us and pay all applicable past premium.

## **Premium – waiver**

### **Payment of premiums**

We may waive up to one month's billed premium payments during any group agreement term.

The premium waiver will not apply for those employees who were added or removed from the plan after we billed you for that month's premium. For that month of coverage, additional premium will be due or credited.

### **Repayment of the waived premium**

We may require you to pay back the premium waived if you terminate the group agreement within 12 months of your original **effective date**. We will give 10 days prior written notice to you of the requirement for the repayment of the waived premium.

## **Fees for special services and assessments**

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### **Special services**

You may request that we provide special services beyond the routine administration of this group agreement. We will charge you a fee for each special service we provide.

The special services are:

- Us billing you for amounts due in a non-electronic medium
- Us accepting payment of amounts due from you other than by electronic fund transfer. If you pay us by check, the check does not constitute payment until it is honored by a bank
- Us handling your check returned to us due to insufficient funds. We may return the check to you without a second attempt to cash it
- Reinstatement of the group agreement according to the *Termination* section
- Any other special service you request and we agree to provide

### **Special services – fees**

The *Final rates and fees schedule* lists the special service fees. We may change any fee on 30 days advance notice to you. We will provide you with a new *Final rates and fees schedule* when the amount of any fee changes. The new schedule will state its **effective date**.



## **Payment for third party technology provider**

We will pay a third-party technology provider you choose to provide services related to the administration for this group agreement. The fee we pay them will be an agreed upon amount between us and you. If we stop payment to the third-party technology provider, we will give you 30-60 days advance notice.

## **Assessments**

We may charge you a pro rata allocation of any assessments we receive for state high risk pools and other state programs.

## **Fees and assessments – when due**

Fees and assessments are due on the **premium due date** immediately following our invoicing you.

You have a payment grace period of 31 days immediately following the **premium due date**. The group agreement will remain in force during the grace period. If we have not received all fees and assessments due by the end of the grace period, this group agreement will automatically terminate at the end of the grace period.

## **Fees and assessments – how billed and paid**

We may bill you electronically. You shall pay fees and assessments by electronic fund transfer. Payment occurs when we receive good funds.

We may accept a partial payment but this does not waive our right to collect the entire amount due.

## **Fees and assessments – overdue amounts**

You shall pay us interest on the total amount of fees and assessments that is overdue. Overdue fees and assessments include amounts due but not paid during the grace period. The interest rate will be up to 1 1/2% per month for each month or partial month an amount due remains unpaid.

We may also recover from you the costs of collecting any unpaid fees and assessments, including reasonable attorney fees and costs of suit.

## Some of our other responsibilities

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We will prepare the EOC and schedule of benefits that are part of the group agreement, as required by applicable federal and state laws. We will provide them to you in electronic form. We will also provide them to you in paper form if you request it.

We will provide the coverage stated in the EOC and schedule of benefits that are part of the group agreement. We will administer the coverage as required by the group agreement and applicable federal and state laws.

We will protect the personal health information of **covered persons** as required by federal and state laws. We will use it and share it with others as needed for their care and treatment. We will also use and share it to help us process **providers'** claims and otherwise help us administer the group agreement. For a copy of our Notice of Privacy Practices log on to <https://www.aetna.com/>.

Our duties in this section survive termination of the group agreement.

## Some of your other requirements and responsibilities

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### Participation and contribution

You must comply with our participation and contribution requirements.

### Distribution – certain Patient Protection and Affordable Care Act (ACA) requirements

You shall distribute two documents required by the federal ACA:

- Summary of benefits and coverage (SBC)
- Notices of material modifications

You shall distribute them to your employees and their dependents, in accordance with the federal delivery, timing, and trigger requirements.

You shall certify to us on an annual basis and upon our request, that you have distributed them and will distribute them consistent with the ACA. You shall give us your certification within 30 calendar days of our request.

You shall give us information or proof upon our request, that you have distributed them and will distribute them consistent with the ACA. The information or proof must be in a form that meets federal requirements. You shall give us the information or proof within 30 calendar days of our request.

Your duties and our rights in the ACA requirements provision survive termination of the group agreement.

## **Distribution – certain Employee Retirement Income Security Act (ERISA) of 1974 requirements**

You are responsible for creating and distributing all reports and disclosures required by ERISA. These include:

- Summary plan descriptions
- Summary of material modifications
- Summary annual reports

## **Distribution – EOC and schedule of benefits**

You will distribute as required by applicable federal and state laws, the EOC and schedule of benefits that we provide you.

## **Information – access**

You shall make payroll and other records directly related to a person's coverage under this group agreement available to us for inspection. This will occur:

- Upon our reasonable advance request
- At our expense
- At your office
- During regular business hours

Your duties and our rights in the Information – access provision survive termination of the group agreement.

## **Information – eligibility**

You shall send us eligibility information we request to administer the group agreement. We will request the information monthly or as otherwise required. You will send us the information on our form, or through such other means as we require.

The eligibility information includes but is not limited to data needed to:

- Enroll your employees and their dependents
- Process terminations
- Make changes in family status

By sending the information to us you represent that it is correct. You acknowledge that we can and will rely on the information.

You shall:

- Maintain a reasonably complete record of the information you send us for at least seven years, and until the final rights and duties under the group agreement have been resolved
- Send us information you sent us before, upon request

We will not start covering a person under the group agreement until you send us the information to enroll that person. Subject to applicable federal and state laws and the group agreement, we will not stop covering a person until you send us the information to terminate coverage.

You shall notify us within 15 business days of the date in which:

- An employee's employment ceases
- A dependent loses eligibility under the group agreement

You must notify us when a request for retroactive termination is a result of a **covered person**:

- Performing an act or omission that constitutes fraud
- Making an intentional misrepresentation of material fact to get coverage or to get a benefit under the group agreement

Your duties and our rights in this Information – eligibility provision survive termination of the group agreement.

### **90 day waiting period limitation**

Your plan can't have a waiting period of more than 90 days. That means employees and their dependents must be able to begin health coverage within 90 days. This is a requirement of the ACA. We will not impose our own waiting period.

You will give us effective dates for your employees and their dependents that take into account all state and federal waiting period requirements. You acknowledge that we will rely on this information. You will inform us immediately if this information changes.

We will use this **effective date** information to enroll eligible employees and their dependents into the group plan.

### **Notices – termination of coverage**

You shall notify **covered persons** in writing, of their rights when coverage stops.

In particular, you shall notify all eligible **covered persons** of their right to continue coverage pursuant to the *Special coverage options after your plan coverage ends* provisions in the EOC and applicable federal and state laws. Your notification will include:

- A description of plans available
- Premium rates
- Application forms

You will give the notification within 30 calendar days to a person becoming eligible for continuation coverage.

Your duties and our rights in this provision survive termination of the group agreement.

### **Workers' compensation coverage**

You must comply with workers' compensation coverage laws applicable to your employees covered by the group agreement. Prior to the **effective date** and upon our request after the **effective date** you will provide us reasonable evidence of your satisfying applicable workers compensation coverage laws.

You will provide us with monthly reports of all workers' compensation coverage cases. The report will list for each case, the employee name, identifying number, date of loss and diagnosis.

## Termination

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### Guaranteed Renewable

Subject to any applicable rules, regulations or other standards set forth by the Department, this group agreement is guaranteed renewable at premium rates set by us. However, we may refuse renewal under certain conditions, as explained below. We will send you a renewal notice 60 days prior to the renewal date.

### Automatic termination

The group agreement and all coverage end as of the last day of the grace period if you have not paid us all premiums and fees and assessments due as of the beginning of the grace period. The *Premium* section has a description of the grace period.

### Termination by you

You may end coverage under this group agreement if you give us 30 days advance written notice. Your termination notice may apply to all classes or any class of your employees covered under the group agreement. You can send us a termination notice during a period for which you have paid premium, but your **termination date** must be after that period.

### Termination by us

We may end the group agreement and all coverage it provides:

- Immediately upon notice to you:
  - If you perform any act or practice that constitutes fraud or if you make any intentional misrepresentation of a material fact relevant to the coverage
  - If you no longer have any employees under the plan who live, or work in the service area
  - If you are a member of an association and your membership in the association ceases
  
- Upon 30 days written notice to you:
  - If you breach a material provision of the group agreement and you do not cure the breach within the notice period
  - If you cease to be a group as defined under applicable state law
  - If you fail to meet our contribution or participation requirements applicable to this group agreement
  - If you change your participation requirements without our consent
  
- Upon 90 days written notice to you and the Director at the Department of Managed Health Care (or such longer notice period as applicable federal and state laws require,) if we cease to offer the product provided by this group agreement
  
- Upon 180 days written notice to you and the Director at the Department of Managed Health Care (or such longer notice period as applicable federal and state laws require,) if we act as required by applicable federal and state laws for uniform termination of coverage

## Special rights on termination of the group agreement

A **covered person** has special rights that may apply when we terminate the HMO Agreement and its coverage. Your special rights are:

- The **covered person** has the right to an **Aetna** appeal
- The covered person has the right to request a review by the Director of the California Department of Managed Health Care

## Non-renewal for failure to respond

We may request that you tell us whether you intend to renew the group agreement. You must reply:

- Within two weeks of your receipt of the request
- Within 15 days prior to the **renewal date**

whichever is later.

You must reply in writing unless we authorize an oral reply. If you do not reply, we will not continue coverage on and after the **renewal date** and:

- You owe us any unpaid premium
- We owe you a refund if you overpaid premium

## Effective time of termination

The group agreement and its coverage end at 11:59 p.m. on the day of termination.

## Effect of termination

You, **covered persons**, and we continue to be responsible following termination for the duties we each incur prior to the termination of the group agreement. One of your duties includes payment of premium due for coverage through any grace period up to the day of termination. You, **covered persons**, and we also continue to be responsible for your, their, and our duties that the group agreement states are to occur following termination.

You, **covered persons**, and we have the rights and duties following termination of the group agreement, as stated specifically in the group agreement.

You shall notify **covered persons** of the termination of the group agreement. Your notice will comply with applicable federal and state laws. We have the right to notify employees of termination of the group agreement.

## Reinstatement

You may request that we reinstate the group agreement and coverage after we end it. You must make the request within 30 days of the **termination date**. We will reinstate the group agreement as of the **termination date** upon payment of all amounts due and you giving us reasonable assurances that you can and will fulfill all of your obligations under the group agreement.

## Fraud and intentional misrepresentation

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If we learn that you or a **covered person** defrauded us or that you or a **covered person** intentionally misrepresented material facts, we can and may take actions that can have serious consequences for coverage. These serious consequences include, but are not limited to:

- Loss of coverage, starting at some time in the past. This is called rescission.
- Loss of coverage going forward
- Denial or termination of benefits
- Recovery of amounts we already paid

We also may report fraud to law enforcement. Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Rescission means you or a **covered person** loses coverage both going forward and going backward. If we paid claims for past coverage, we are entitled to receive the money back.

We may rescind the group agreement and all coverage for fraud or intentional misrepresentation of material fact upon written notice, via certified mail at least 30 days prior to the effective date of the rescission of coverage. The notice will state the effective date of rescission, the reasons we are rescinding the coverage, and your right to appeal to the California Department of Managed Health Care.

A **covered person** has special rights if we rescind coverage just for that individual:

- We will give the **covered person** 30 days advance written notice of any rescission of coverage
- The **covered person** has the right to an **Aetna** appeal
- The **covered person** has the right to a third party review conducted by an independent external review organization
- The **covered person** has the right to appeal to the California Department of Managed Health Care

We will not rescind your agreement for any reason after your coverage has been in force for 24 months.

## Responsibility for conduct

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### Employees and agents

We are responsible to you for what our employees and other agents do.

We are not responsible to you for what is done by others, such as **providers**. They are not our employees or agents. **Providers** in our **network** are what the federal and state laws call our independent contractors. That simply means we have a business relationship with them and they are not our employees or agents.

### Termination of network providers

We will notify you, if it will adversely or materially affect you or any **covered person**, of a network provider:

- Termination
- Breach of contract

- Inability to perform

You will let your employees know about this notice no later than 30 days after its receipt.

### **Indemnification – in general**

We agree to indemnify and hold you harmless against that portion of your liability to third parties as determined by a court of final jurisdiction or by binding arbitration caused directly by our willful misconduct, criminal conduct or material breach of this group agreement.

You agree to indemnify and hold us harmless against that portion of our liability to third parties as determined by a court of final jurisdiction or by binding arbitration caused directly by your:

- Negligence
- Breach of the group agreement
- Breach of applicable federal and state laws
- Willful misconduct
- Criminal conduct
- Fraud
- Breach of a fiduciary responsibility in the case of an action under ERISA, related to or arising out of this group agreement or your role as employer or Plan Sponsor, as defined by ERISA.

These indemnification obligations end with the group agreement, except as to any matter concerning a claim that has been made in writing within 365 days after termination.

### **Indemnification – federal law requirements**

You shall indemnify us and hold us harmless for our liability that is directly caused by your:

- Negligence
- Breach of the group agreement
- Breach of federal or state laws that apply or
- Willful misconduct

and your act or failure to act was related to or arose out of your obligation to deliver the Summary of benefits and coverage and Notices of material modification.

Your and our rights and duties in this section survive termination of the group agreement.

## **General provisions**

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### **General provisions – content and interpretation of the group agreement**

#### **Applicable law**

Applicable law means all federal and state laws that apply to the matters covered by the group agreement. Federal and state law means statutes, regulations, official agency direction and guidance, and judicial decisions and orders, as they may be passed or issued, or as they may be amended, from time to time.

#### **Compliance with law**

You and we shall interpret the group agreement if possible so it complies with applicable federal and state laws.



If the group agreement omits or misstates any right or duty under applicable federal and state laws, you and we shall implement the group agreement as though the right or duty is stated correctly.

If any provision of the group agreement is invalid or illegal, you and we shall implement the group agreement as though the provision is not in the group agreement.

We are subject to the requirements of Chapter 2.2 of Division 2 of the Code and of Chapter 1 of Title 28 of the California, and any provision of Regulations required to be in the group agreement by either of the above shall bind us whether or not provided in the group agreement.

## **Changes to the group agreement**

We may both consent to amend the group agreement in writing.

We may change or end some or all coverage under this group agreement by notice, if we act as required by applicable federal and state laws for uniform modification of coverage and uniform termination of coverage.

We have to give you 30 days advance written notice, and you have to consent in writing to changes in the group agreement that:

- May reduce benefits or coverage
- May eliminate benefits or coverage
- May increase benefits or coverage with a concurrent increase in premium during the current group agreement term, other than increased benefits or coverage required by federal and state laws

Payment of the applicable premium on the **effective date** of any amendment is your consent to any amendment requiring your consent.

Changes to the group agreement do not require the consent of any employee or of any other person.

## **Entire agreement**

The group agreement replaces and supersedes:

- All other prior agreements of group coverage between us
- Any other prior written or oral understandings, negotiations, discussions or arrangements between us related to this group coverage

## **Waiver**

Only an officer of **Aetna** may waive a requirement of the group agreement.

We may fail to implement or fail to insist upon compliance with a provision of the group agreement at any given time or times. Our failure to implement or to insist on compliance is not a waiver of our right to implement or insist upon compliance with that provision at any other time or times.

## **General provisions – administration of the group agreement**

### **Aetna name, symbols, trademarks and service marks**

We control the use of our name and of our symbols, trademarks and service marks presently existing or subsequently established. You shall not use any of them in advertising or promotional materials or in any other way without our prior written consent. You shall stop any and all use immediately upon our direction or upon termination of the group agreement.

## **Assignment and delegation**

You shall not assign any right or delegate any duty under the group agreement unless we approve it in writing in advance.

We may delegate some of our functions under the group agreement to third parties. We may also change or end these delegations. We do not need to give you advance notice to enter into, change or end these arrangements, and we do not need your consent.

## **Claim determinations – ERISA claim fiduciary**

We are a fiduciary for the purpose of section 503 of Title 1 of the Employee Retirement Income Security Act of 1974. We have complete authority to review all denied claims for benefits under this group agreement. In exercising this fiduciary responsibility, we have discretionary authority:

- To review whether and to what extent **covered persons** are entitled to benefits
- To construe any disputed or doubtful terms under the group agreement

Our review of claims for benefits may include the use of software and other tools to take into account factors such as:

- An individual's claim history
- A provider's billing patterns
- Complexity of the service or treatment
- Amount of time and degree of skill needed
- The manner of billing

## **Correcting our administrative errors**

We may correct, withdraw, or replace the group agreement, any EOC, any schedule of benefits and any other document issued with an error or issued in error. We will make a fair adjustment in premium if correction of the error or any delay changes coverage.

## **Correcting your honest mistakes**

If you or any employee make an honest mistake of fact, we may make a fair change in premium. If the misstatement affects the existence or amount of coverage, we will use the true facts to determine whether coverage is or remains in effect and its amount.

## **Discrimination prohibited**

You shall not encourage or discourage enrollment in the coverage provided by the group agreement based on health status or health risk.

You shall act so as not to discriminate unfairly between persons in like situations at the time of the action.

## **Financial Sanctions Exclusions**

If coverage provided by this group agreement violates or will violate any economic or trade sanctions, the coverage is immediately considered invalid. For example, we cannot make payments for health care or other claims or services if it violates a financial sanction regulation. This includes sanctions related to a blocked person or a country under sanction by the United States, unless permitted under a valid written Office of Foreign Assets Control (OFAC) license. For more information, visit <http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>.

## Notices

The group agreement requires or permits notice to each other. These notices shall be in writing.

Notice may be delivered:

- In person, and is effective upon delivery
- By United States mail, sent first class, postage prepaid, and is effective three U.S. Postal Service delivery days following the date of mailing
- By commercial carriers UPS and FedEx, effective upon delivery
- By e-mail, facsimile or other electronic means, effective upon sending

Mail notices to us by mail and commercial carrier:

**AETNA HEALTH OF CALIFORNIA INC.**

1385 East Shaw Ave  
Fresno, CA 93710

We will send notices to you by mail and commercial carrier:

**ASPEN HR PEO, LLC**

750 BATTERY ST. 6TH FLOOR  
SAN FRANCISCO, CA 94111

You and we must designate specific e-mail addresses, facsimile numbers or other electronic means in writing for purpose of notices.

## Policies and procedures

You and all **covered persons** are bound by and shall comply with our policies and procedures. You will certify your compliance with them upon our request or as required specifically by the group agreement.

## Third parties rights

This group agreement does not give any rights or impose any duties on third parties except as specifically stated.

## **Assistive Technology**

Persons using assistive technology may not be able to fully access the following information. For assistance, please call 1-888-982-3862.

## **Smartphone or Tablet**

To view documents from your smartphone or tablet, the free WinZip app is required. It may be available from your App Store.

## **Non-Discrimination**

Aetna complies with applicable Federal civil rights laws and does not unlawfully discriminate, exclude or treat people differently based on their race, color, national origin, sex, age, or disability.

We provide free aids/services to people with disabilities and to people who need language assistance.

If you need a qualified interpreter, written information in other formats, translation or other services, call 1-888-982-3862.

If you believe we have failed to provide these services or otherwise discriminated based on a protected class noted above, you can also file a grievance with the Civil Rights Coordinator by contacting:

Civil Rights Coordinator,  
P.O. Box 14462, Lexington, KY 40512 (CA HMO customers: PO Box 24030 Fresno, CA 93779),  
1-800-648-7817, TTY: 711,  
Fax: 859-425-3379 (CA HMO customers: 860-262-7705), [CRCoordinator@aetna.com](mailto:CRCoordinator@aetna.com).

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

*Aetna is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies, including Aetna Life Insurance Company, Coventry Health Care plans and their affiliates (Aetna).*





Ren omw kopwe angei aninisin eman chon awewei (ese kamo), kopwe kori 1-888-982-3862. (Trukese)

Sizin için ücretsiz dil hizmetlerine erişebilmek için, 1-888-982-3862 numarayı arayın. (Turkish)

Щоб отримати безкоштовний доступ до мовних послуг, задзвоніть за номером 1-888-982-3862.

(Ukrainian)

بلاقیمت زبان سے متعلقہ خدمات حاصل کرنے کے لیے ، 1-888-982-3862 پر بات کریں۔ (Urdu)

Nếu quý vị muốn sử dụng miễn phí các dịch vụ ngôn ngữ, hãy gọi tới số 1-888-982-3862. (Vietnamese)

צו צוטריט שפראך באדינונגען אין קיין פרייז צו איר, רופן 1-888-982-3862. (Yiddish)

Lati wọnú awọn isẹ èdè l'ọfẹ fun ọ, pe 1-888-982-3862. (Yoruba)

## **HMO**

### **Health maintenance organization (HMO)**

### **Evidence of coverage (EOC)**

#### **Prepared exclusively for:**

Contract holder: ASPEN HR PEO, LLC

Contract holder number: 0175134

Group agreement effective date: September 01, 2022

Plan effective dates: September 01, 2022

**Underwritten by Aetna Health of California Inc. in the State of  
California**





## Table of contents

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Welcome.....	3
Coverage and exclusions .....	6
General plan exclusions .....	27
How your plan works.....	32
Grievance and appeal procedures.....	44
Eligibility, starting and stopping coverage.....	47
General provisions – other things you should know .....	52
Glossary .....	55

Schedule of benefits

Issued with your EOC

## Welcome

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At Aetna, your health goals lead the way, so we're joining you to put them first. We believe that whatever you decide to do for your health, you can do it with the right support. And no matter where you are on this personal journey, it's our job to enable you to feel the joy of achieving your best health.

Welcome to Aetna.

### Introduction

This is your evidence of coverage or "EOC." It describes your **covered services** – what they are and how to get them. The schedule of benefits tells you how we share expenses for **covered services** and explains any limits. Along with the group agreement, they describe your Aetna plan. Each may have riders or amendments attached to them. These change or add to the document. This EOC takes the place of any others sent to you before.

It's really important that you read the entire EOC and your schedule of benefits. If you need help or more information, see the *Contact us* section below.

**This EOC constitutes only a summary of the health plan. The health plan contract must be consulted to determine the exact terms and conditions of coverage.**

### How we use words

When we use:

- "You" and "your" we mean you and any covered dependents (if your plan allows dependent coverage)
- "Us," "we," and "our" we mean Aetna
- Words that are in bold, we define them in the *Glossary* section

### Contact us

For questions about your plan, you can contact us by:

- Calling the toll-free number on your ID card
- Logging on to the Aetna website at <https://www.aetna.com/>
- Writing us at 1385 East Shaw Ave, Fresno, CA 93710

Your secure member website is available 24/7. With your member website, you can:

- See your coverage, benefits and costs
- Print an ID card and various forms
- Find a **provider**, research **providers**, care and treatment options
- View and manage claims
- Find information on health and wellness

### Your ID card

Show your ID card each time you get **covered services** from a **provider**. Only members on your plan can use your ID card. We will mail you your ID card. If you haven't received it before you need **covered services**, or if you lose it, you can print a temporary one using the Aetna website.

**Some hospitals and other providers do not provide one or more of the following services that may be covered under your plan that includes:**

- **Family planning**
- **Contraceptive services, including emergency contraception**
- **Sterilization, including tubal ligation at the time of labor and delivery**
- **Infertility treatments**
- **Abortion**

**Call your provider or contact us for help if you have any questions.**

### **Wellness and other rewards**

You may be eligible to earn rewards for completing certain activities that improve your health, coverage, and experience with us. We may encourage you to access certain health services, or categories of healthcare **providers**, participate in programs, including but not limited to financial wellness programs; utilize tools, improve your health metrics or continue participation as an Aetna member through incentives. Talk with your **provider** about these and see if they are right for you. We may provide incentives based on your participation and outcomes such as:

- Modifications to **copayment, deductible** or **coinsurance** amounts
- Contributions to a health savings account
- Merchandise
- Coupons
- Gift or debit cards
- Any combination of the above

### **Discount arrangements**

We can offer you discounts on health care related goods or services. Sometimes, other companies provide these discounted goods and services. These companies are called “third-party service **providers**”. These third-party service **providers** may pay us so that they can offer you their services. Third-party service **providers** are independent contractors. The third-party service **provider** is responsible for the goods or services they deliver. We are not responsible. But, we have the right to change or end the arrangements at any time.

These discount arrangements are not insurance. We don’t pay the third-party service **providers** for the services they offer. You are responsible for paying for the discounted goods or services.

### **Timely access to care**

We have standards for timely access to care and reasonable appointment wait times. These include:

- Urgent care within 48 hours of the request
- Non-urgent primary care within 10 business days of the request
- Non-urgent specialty care within 15 business days of the request
- Telephone screening within 30 minutes of the request

We may have exceptions to appointment wait times when the Department of Managed Health Care allows such exceptions. Interpreter services will be made available to you at the time of your appointment.

You can contact us when you have a complaint or you cannot access medical care in a timely manner.

Contact us by calling the number on your ID card or write to us at:

Customer Service

Aetna Health of California, Inc.

PO Box 24030, Fresno, CA 93779

You can also contact the California Department of Managed Health Care with your concerns at:

California Department of Managed Health Care

980 9<sup>th</sup> Street, Suite 500, Sacramento, CA 95814-2725

1-888-466-2219, Fax: 916-255-5241, TDD: 1-877-688-9891

## Coverage and exclusions

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### Providing covered services

Your plan provides **covered services**. These are:

- Described in this section.
- Not listed as an exclusion in this section or the *General plan exclusions* section.
- Not beyond any limits in the schedule of benefits.
- **Medically necessary**. See the *How your plan works – Medical necessity, referral and precertification requirements* section and the *Glossary* for more information.

This plan provides coverage for many kinds of **covered services**, such as a doctor's care and **hospital stays**, but some services aren't covered at all or are limited. For other services, the plan pays more of the expense. For example:

- **Physician** care generally is covered but **physician** care for cosmetic **surgery** is never covered. This is an exclusion.
- Home health care is generally covered but it is a **covered service** only up to a set number of visits a year. This is a limitation.
- Your **provider** may recommend services that are considered **experimental** or **investigational** services. But an **experimental** or **investigational** service is not covered and is also an exclusion, unless it is recognized as part of an approved clinical trial when you have cancer or a **terminal illness**. See *Clinical trials* in the list of services below.
- Preventive services. Usually the plan pays more and you pay less. Preventive services are designed to help keep you healthy, supporting you in achieving your best health. To find out what these services are, see the *Preventive care* section in the list of services below. To find out how much you will pay for these services, see *Preventive care* in your schedule of benefits.

Some services require **precertification** from us. For more information see the *How your plan works – Medical necessity, referral and precertification requirements* section.

The **covered services** and exclusions below appear alphabetically to make it easier to find what you're looking for. You can find out about limitations for **covered services** in the schedule of benefits. If you have questions, contact us.

### Acupuncture

**Covered services** include acupuncture services provided by a **physician**, if the service is provided as a form of anesthesia in connection with a covered **surgical procedure**.

**Covered services** also include services performed to alleviate, treat, or limit:

- Chronic pain
- Postoperative and chemotherapy-induced nausea and vomiting
- Nausea during pregnancy
- Postoperative dental pain
- Temporomandibular disorders (TMD)
- Migraine headache
- Pain from osteoarthritis of the knee or hip

The following are not **covered services**:

- Acupressure

## Ambulance services

An ambulance is a vehicle staffed by medical personnel and equipped to transport an ill or injured person.

### Emergency

**Covered services** include emergency transport to a **hospital** by a licensed ambulance:

- To the first **hospital** to provide **emergency services**
- From one **hospital** to another if the first **hospital** can't provide the **emergency services** you need
- When your condition is unstable and requires medical supervision and rapid transport

### Non-emergency

**Covered services** also include precertified transportation to a **hospital** by a licensed ambulance:

- From a **hospital** to your home or to another facility if an ambulance is the only safe way to transport you
- From your home to a **hospital** if an ambulance is the only safe way to transport you; limited to 100 miles
- When during a covered inpatient **stay** at a **hospital, skilled nursing facility** or acute rehabilitation **hospital**, an ambulance is required to safely and adequately transport you to or from inpatient or outpatient treatment

The following are not **covered services**:

- Non-emergency airplane transportation by an **out-of-network provider**
- Ambulance services for routine transportation to receive outpatient or inpatient services

## Behavioral health

### Mental health treatment

**Covered services** include the treatment of **mental health disorders** provided by a **hospital, psychiatric hospital, residential treatment facility, physician, or behavioral health provider** including:

- Inpatient **room and board** at the **semi-private room rate** (your plan will cover the extra expense of a private room when appropriate because of your medical condition), and other services and supplies related to your condition that are provided during your **stay** in a **hospital, psychiatric hospital, or residential treatment facility**
- Outpatient treatment received while not confined as an inpatient in a **hospital, psychiatric hospital, or residential treatment facility**, including:
  - Office visits to a **physician or behavioral health provider** such as a psychiatrist, psychologist, social worker, or licensed professional counselor (includes **telemedicine** consultation)
  - Individual, group, and family therapies for the treatment of **mental health disorders**
  - Other outpatient mental health treatment such as:
    - Partial hospitalization treatment provided in a facility or program for mental health treatment provided under the direction of a **physician**

- Intensive outpatient program provided in a facility or program for mental health treatment provided under the direction of a **physician**
- Skilled behavioral health services provided in the home, but only when all of the following criteria are met:
  - You are homebound
  - Your **physician** orders them
  - The services take the place of a **stay** in a **hospital** or a **residential treatment facility**, or you are unable to receive the same services outside your home
  - The skilled behavioral health care is appropriate for the active treatment of a condition, illness, or disease
- Electro-convulsive therapy (ECT)
- Transcranial magnetic stimulation (TMS)
- Psychological testing
- Neuropsychological testing
- Observation
- Peer counseling support by a peer support specialist

A peer support specialist serves as a role model, mentor, coach, and advocate. They must be certified by the state where the services are provided or a private certifying organization recognized by us. Peer support must be supervised by a **behavioral health provider**.

### **Substance related disorders treatment**

**Covered services** include the treatment of **substance related disorders** provided by a **hospital, psychiatric hospital, residential treatment facility, physician, or behavioral health provider** as follows:

- Inpatient **room and board**, at the **semi-private room rate** (your plan will cover the extra expense of a private room when appropriate because of your medical condition), and other services and supplies that are provided during your **stay** in a **hospital, psychiatric hospital, or residential treatment facility**.
- Outpatient treatment received while not confined as an inpatient in a **hospital, psychiatric hospital, or residential treatment facility**, including:
  - Office visits to a **physician** or **behavioral health provider** such as a psychologist, social worker, or licensed professional counselor (includes **telemedicine** consultation)
  - Individual, group, and family therapies for the treatment of **substance related disorders**
  - Other outpatient **substance related disorders** treatment such as:
    - Partial hospitalization treatment provided in a facility or program for treatment of **substance related disorders** provided under the direction of a **physician**
    - Intensive outpatient program provided in a facility or program for treatment of **substance related disorders** provided under the direction of a **physician**
    - Ambulatory or outpatient **detoxification** which include outpatient services that monitor withdrawal from alcohol or other substances, including administration of medications
    - Observation
    - Peer counseling support by a peer support specialist

A peer support specialist serves as a role model, mentor, coach, and advocate. They must be certified by the state where the services are provided or a private certifying organization recognized by us. Peer support must be supervised by a **behavioral health provider**.

## Clinical trials

An approved clinical trial means a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, treatment of cancer, a life threatening condition or any condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted or delayed. You are eligible to participate in a clinical trial if:

- You are eligible to participate in the approved clinical trial according to the clinical trial rules and procedures
- Your **provider** concluded that your participation is appropriate or you provided medical and scientific information to support your participation

## Routine patient costs

**Covered services** include routine patient costs you have from a **provider** in connection with participation in an approved clinical trial as defined in the federal Public Health Service Act, Section 2709. **Covered services** include all routine patient costs provided when you are not participating in an approved clinical trial.

The following are not **covered services**:

- Services and supplies related to data collection and record-keeping needed only for the clinical trial
- Services and supplies provided by the trial sponsor for free
- The experimental intervention itself

## Experimental or investigational therapies

**Covered services** include drugs, devices, treatments, or procedures from a **provider** only when you have a seriously debilitating condition, a life-threatening illness or injury, or a **terminal illness**.

You can submit a grievance if we deny, limit, delay or modify your **covered service** for a clinical trial. Please refer to the *Independent medical review* section for more information.

## Dental care anesthesia

**Covered services** include anesthesia and facility costs for dental care. Your doctor must certify that the dental care cannot be performed in the dentist's office due to either age or medical condition.

The following are not **covered services**:

- The related dental service unless specifically listed as a covered service in this certificate.

## Diabetic services, supplies, equipment, and self-care programs

**Covered services** include:

- Services
  - Foot devices and care to minimize the risk of infection
- Supplies
  - Injection devices including syringes, needles and pens



- Test strips - blood glucose, ketone and urine
  - Blood glucose calibration liquid
  - Lancet devices and kits
  - Alcohol swabs
- Equipment
  - External insulin pumps and pump supplies
  - Blood glucose monitors without visual aids, unless required due to a visual impairment
- Prescribed self-care programs with a health care **provider** certified in diabetes self-management training

## **Durable medical equipment (DME)**

DME and the accessories needed to operate it are:

- Made to withstand prolonged use
- Mainly used in the treatment of illness or injury
- Suited for use in the home
- Not normally used by people who do not have an illness or injury
- Not for altering air quality or temperature
- Not for exercise or training

Your plan only covers the same type of DME that Medicare covers. But there are some DME items Medicare covers that your plan does not.

**Covered services** include the expense of renting or buying DME and accessories you need to operate the item from a DME supplier. If you purchase DME, that purchase is only covered if you need it for long-term use.

**Covered services** also include:

- One item of DME for the same or similar purpose
- Repairing DME due to normal wear and tear
- A new DME item you need because your physical condition has changed
- Buying a new DME item to replace one that was damaged due to normal wear, if it would be cheaper than repairing it or renting a similar item

The following are not **covered services**:

- Communication aid
- Elevator
- Maintenance and repairs that result from misuse or abuse
- Massage table
- Message device (personal voice recorder)
- Over bed table
- Portable whirlpool pump
- Sauna bath
- Telephone alert system
- Vision aid
- Whirlpool

## Emergency services

When you experience an **emergency medical condition**, you should go to the nearest emergency room. You can also dial 911 or your local emergency response service for medical and ambulance help.

**Covered services** include only outpatient services to evaluate and stabilize an **emergency medical condition** in a **hospital** emergency room. You can get **emergency services** from **network providers** or **out-of-network providers**.

If your **physician** decides you need to stay in the **hospital** (emergency admission) or receive follow-up care, these are not **emergency services**. Different benefits and requirements apply. Please refer to the *How your plan works – Medical necessity, referral and precertification requirements* section and the *Coverage and exclusions* section that fits your situation (for example, *Hospital care* or *Physician services*). You can also contact us or your network **physician** or **primary care physician (PCP)**.

## Non-emergency services

If you go to an emergency room for what is not an **emergency medical condition**, the plan may not cover your expenses. See the schedule of benefits for this information.

## Foot orthotic devices

**Covered services** include a mechanical device or special footwear, ordered by your **physician**, to support or brace weak or ineffective joints or muscles of the foot.

## Gender reassignment

**Covered services** include **medically necessary** gender reassignment services, including, but are not limited to, the following services:

- Hormone therapy
- Hysterectomy
- Mastectomy
- Vocal training

These services will not be denied if you enrolled as a member of the opposite sex or are in the process of a gender transition.

## Habilitation therapy services

Habilitation therapy services help you keep, learn, or improve skills and functioning for daily living (e.g. therapy for a child who isn't walking or talking at the expected age). The services must follow a specific treatment plan, ordered by your **physician**. The services have to be performed by a:

- Licensed or certified physical, occupational, or speech therapist
- **Hospital, skilled nursing facility, or hospice facility**
- **Home health care agency**
- **Physician**

## Outpatient physical, occupational, and speech therapy

**Covered services** include:

- Physical therapy if it is expected to develop any impaired function
- Occupational therapy if it is expected to develop any impaired function

- Speech therapy if it is expected to develop speech function that resulted from delayed development  
(Speech function is the ability to express thoughts, speak words and form sentences.)

The following are not **covered services**:

- Services provided in an educational or training setting or to teach sign language
- Vocational rehabilitation or employment counseling

## Home health care

**Covered services** include home health care provided by a **home health care agency** in the home, but only when all of the following criteria are met:

- You are homebound
- Your **physician** orders them
- The services take the place of a **stay** in a **hospital** or a **skilled nursing facility**, or you are unable to receive the same services outside your home
- The services are a part of a home health care plan
- The services are **skilled nursing services**, home health aide services or medical social services, or are short-term speech, physical or occupational therapy
- Home health aide services are provided under the supervision of a registered nurse
- Medical social services are provided by or supervised by a **physician** or social worker

If you are discharged from a **hospital** or **skilled nursing facility** after a **stay**, the intermittent requirement may be waived to allow coverage for continuous **skilled nursing services**. See the schedule of benefits for more information on the intermittent requirement.

Short-term physical, speech, and occupational therapy provided in the home are subject to the same conditions and limitations imposed on therapy provided outside the home. See *Rehabilitation services* and *Habilitation therapy services* in this section and the schedule of benefits.

The following are not **covered services**:

- Custodial care
- Services provided outside of the home (such as in conjunction with school, vacation, work or recreational activities)
- Transportation
- Services or supplies provided to a minor or dependent adult when a family member or caregiver is not present

## Hospice care

**Covered services** include inpatient and outpatient hospice care when given as part of a hospice care program. The types of hospice care services that are eligible for coverage include:

- **Room and board**
- Services and supplies furnished to you on an inpatient or outpatient basis
- Services by a hospice care agency or hospice care provided in a **hospital**
- Psychological and dietary counseling
- Pain management and symptom control

- Bereavement counseling
- Respite care

The following are not **covered services**:

- Funeral arrangements
- Financial or legal counseling including estate planning and the drafting of a will
- Homemaker services, caretaker services, or any other services not solely related to your care, which may include:
  - Sitter or companion services for you or other family members
  - Transportation
  - Maintenance of the house

## Hospital care

**Covered services** include inpatient and outpatient **hospital** care. This includes:

- Semi-private **room and board**. Your plan will cover the extra expense of a private room when appropriate because of your medical condition.
- Services and supplies provided by the outpatient department of a **hospital**, including the facility charge.
- Services of **physicians** employed by the **hospital**.
- Administration of blood and blood derivatives, but not the expense of the blood or blood product.

The following are not **covered services**:

- All services and supplies provided in:
  - Rest homes
  - Any place considered a person’s main residence or providing mainly custodial or rest care
  - Health resorts
  - Spas
  - Schools or camps

## Infertility services

### Basic infertility

**Covered services** include seeing a **network provider**:

- To diagnose and evaluate the underlying medical cause of **infertility**.
- To do **surgery** to treat the underlying medical cause of **infertility**. Examples are endometriosis **surgery** or, for men, varicocele **surgery**.

### Advanced reproductive technology (ART) for fertility preservation

Advanced reproductive technology, also called “assisted reproductive technology”, is a more advanced type of **infertility** treatment. **Covered services** include the following services provided by a **network ART specialist**:

- In vitro fertilization (IVF) for fertility preservation.
- Cryopreservation (freezing), and storage for eggs, embryos, sperm or reproductive tissue for fertility preservation.

ART **covered services** may include either dollar or cycle limits. Your schedule of benefits will tell you which limits apply to your plan. For plans with cycle limits, an ART “cycle” is defined as:

Procedure	Cycle count
One fresh IVF cycle with attempted egg aspiration (with or without egg retrieval) but without transfer of embryo	One-half cycle

**Aetna’s National Infertility Unit**

The first step to using your ART **covered services** is enrolling with our National Infertility Unit (NIU). Our NIU is here to help you. It is staffed by a dedicated team of registered nurses and **infertility** coordinators. They can help you with determining eligibility for benefits and can give you information about our **infertility** Institutes of Excellence™ facilities. They can also help your **provider** with **precertification**. You can call the NIU at 1-800-575-5999.

Your **network provider** will request approval from us in advance for your **infertility** services.

**Fertility preservation**

Fertility preservation involves the retrieval of mature eggs/sperm with or without the creation of embryos that are frozen for future use.

**Covered services** for fertility preservation are provided when:

- You are believed to be fertile
- You have planned services that may directly or indirectly cause **infertility** including but not limited to:
  - Chemotherapy or radiation therapy that is established in medical literature to result in **infertility**
  - Other gonadotoxic therapies
  - Removing the uterus
  - Removing both ovaries or testicles
- The eggs that will be retrieved for use are likely to result in a pregnancy by meeting the FSH level and ovarian responsiveness criteria outlined in Aetna’s **infertility** clinical policy

Aetna’s clinical policy for fertility preservation and **infertility covered services** are consistent with established medical practices and professional guidelines published by the American Society of Clinical Oncology or the American Society for Reproductive Medicine.

**Infertility services not covered:**

- All **infertility** services associated with or in support of an injectable drug (menotropin) cycle, including, but not limited to, imaging, laboratory services, professional services.
- Intrauterine/intracervical insemination services.
- Thawing of eggs, embryos, sperm or reproductive tissue.
- All charges associated with or in support of surrogacy arrangements for you or the surrogate. A surrogate is a female carrying her own genetically related child with the intention of the child being raised by someone else, including the biological father.
- Home ovulation prediction kits or home pregnancy tests.
- The purchase of donor embryos, donor oocytes or donor sperm.

- Obtaining sperm from a person not covered under this plan.
- **Infertility** treatment when either partner has had voluntary sterilization **surgery**, with or without **surgical** reversal, regardless of post reversal results. This includes tubal ligation, hysterectomy and vasectomy only if obtained as a form of voluntary sterilization.

## **Jaw joint disorder treatment**

**Covered services** include the diagnosis, surgical, and non-surgical treatment of **jaw joint disorder** by a **provider**, including:

- The jaw joint itself, such as temporomandibular joint dysfunction (TMJ) syndrome
- The relationship between the jaw joint and related muscle and nerves, such as myofascial pain dysfunction (MPD)

The following are not **covered services**:

- Dental services and therapeutic services related to **jaw joint disorder**

## **Maternity and related newborn care**

**Covered services** include pregnancy (prenatal) care, care after delivery and obstetrical services. After your child is born, **covered services** include:

- No less than 48 hours of inpatient care in a **hospital** after a vaginal delivery
- No less than 96 hours of inpatient care in a **hospital** after a cesarean delivery
- A shorter **stay**, if the attending **physician**, with the consent of the mother, discharges the mother or newborn earlier

**Covered services** also include services and supplies needed for circumcision by a **provider**.

The following are not **covered services**:

- Any services and supplies related to births that take place in the home or in any other place not licensed to perform deliveries

## **Nutritional support**

For purposes of this benefit, “low protein modified food product” means foods that are specifically formulated to have less than one gram of protein per serving and are intended to be used under the direction of a **physician** for the dietary treatment of any metabolic disease. Low protein modified food products do not include foods that are naturally low in protein.

**Covered services** include formula and low protein modified food products ordered by a **physician** for the treatment of phenylketonuria or a disease of amino and organic acids.

The following are not **covered services**:

- Any food item, including:
  - Infant formulas
  - Nutritional supplements
  - Vitamins
  - Medical foods
  - Other nutritional items

## Obesity surgery and services

Obesity **surgery** is a type of procedure performed on people who are morbidly obese for the purpose of losing weight. Your **physician** will determine whether you qualify for obesity **surgery**.

**Covered services** include:

- An initial medical history and physical exam
- Diagnostic tests given or ordered during the first exam
- Outpatient **prescription** drugs included under the **prescription** drug rider when **prescription** drugs are covered under the plan
- One obesity **surgical** procedure
- A multi-stage procedure when planned and approved by us
- Adjustments after an approved lap band procedure, including approved adjustments in an office or outpatient setting

The following are not **covered services**:

- Weight management treatment
- Drugs intended to decrease or increase body weight, control weight or treat obesity except as described in the Prescription drug plan rider
- Stimulants, preparations, foods or diet supplements, dietary regimens and supplements, food supplements, appetite suppressants
- Hypnosis, or other forms of therapy
- Exercise programs, exercise equipment, membership to health or fitness clubs, recreational therapy or other forms of activity or activity enhancement

## Outpatient surgery

**Covered services** include services provided and supplies used in connection with outpatient **surgery** performed in a **surgery** center or a **hospital's** outpatient department.

### Important note:

Some **surgeries** can be done safely in a **physician's** office. For those **surgeries**, your plan will pay only for **physician, PCP** services and not for a separate fee for facilities.

The following are not **covered services**:

- A **stay** in a **hospital** (see *Hospital care* in this section)
- A separate facility charge for **surgery** performed in a **physician's** office
- Services of another **physician** for the administration of a local anesthetic

## Physician services

**Covered services** include services by your **physician** to treat an illness or injury. You can get services:

- At the **physician's** office
- In your home
- In a **hospital**
- From any other inpatient or outpatient facility
- By way of **telemedicine**

Other services and supplies that your **physician** may provide:

- Allergy testing and allergy injections
- Radiological supplies, services, and tests
- Immunizations that are not covered as preventive care
- Second opinions (you or your **provider** can request a second opinion)

**Important note:**

Your plan covers **telemedicine** only when you get your consult through a **provider** that has contracted with **Aetna** to offer these services.

All office visits are covered if you use **telemedicine** instead.

**Telemedicine** will have the same cost sharing. See the schedule of benefits for more information.

## Physician surgical services

**Covered services** include the services of:

- The surgeon who performs your **surgery**
- Your surgeon who you visit before and after the **surgery**
- Another surgeon who you go to for a second opinion before the **surgery**

The following are not **covered services**:

- A **stay** in a **hospital** (See *Hospital care* in this section)
- A separate facility charge for **surgery** performed in a **physician's** office
- Services of another **physician** for the administration of a local anesthetic

## Preventive care

Preventive **covered services** are designed to help keep you healthy, supporting you in achieving your best health through early detection. If you need further services or testing such as diagnostic testing, you may pay more as these services aren't preventive. If a **covered service** isn't listed here under preventive care, it still may be covered under other **covered services** in this section. For more information, see your schedule of benefits.

The following agencies set forth the preventive care guidelines in this section:

- Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (CDC)
- United States Preventive Services Task Force (USPSTF)
- Health Resources and Services Administration
- American Academy of Pediatrics/Bright Futures/Health Resources and Services Administration guidelines for children and adolescents

These recommendations and guidelines may be updated periodically. When updated, they will apply to this plan. The updates are effective on the first day of the year, one year after the updated recommendation or guideline is issued.



For frequencies and limits, contact your **physician** or us. This information is also available at <https://www.healthcare.gov/>.

**Important note:**

Gender-specific preventive care benefits include **covered services** described regardless of the sex you were assigned at birth, your gender identity, or your recorded gender.

**Breast-feeding support and counseling services**

**Covered services** include assistance and training in breast-feeding and counseling services during pregnancy or after delivery. Your plan will cover this counseling only when you get it from a certified breast-feeding support **provider**.

**Breast pump, accessories and supplies**

**Covered services** include renting or buying equipment you need to pump and store breast milk.

Coverage for the purchase of breast pump equipment is limited to one item of equipment, for the same or similar purpose, and the accessories and supplies needed to operate the item. You are responsible for the entire cost of any additional pieces of the same or similar equipment you purchase or rent for personal convenience or mobility.

**Counseling services**

**Covered services** include preventive screening and counseling by your **health professional** for:

- Alcohol or drug misuse
  - Preventive counseling and risk factor reduction intervention
  - Structured assessment
- Genetic risk for breast and ovarian cancer
- Obesity and healthy diet
  - Preventive counseling and risk factor reduction intervention
  - Nutritional counseling
  - Healthy diet counseling provided in connection with hyperlipidemia (high cholesterol) and other known risk factors for cardiovascular and diet-related chronic disease
- Sexually transmitted infection
- Tobacco cessation
  - Preventive counseling to help stop using tobacco products
  - Treatment visits
  - Class visits

**Family planning services – female contraceptives**

**Covered services** include family planning services as follows:

- Counseling services provided by a **physician** on contraceptive methods. These will be covered when you get them in either a group or individual setting.
- Contraceptive devices (including any related services or supplies) when they are provided, administered, or removed by a **physician** during an office visit.
- Voluntary sterilization including charges billed separately by the **provider** for female voluntary sterilization procedures and related services and supplies. This also could include tubal ligation and sterilization implants.

The following are not preventive **covered services**:

- Services provided as a result of complications resulting from a voluntary sterilization procedure and related follow-up care
- Any contraceptive methods that are only “reviewed” by the FDA and not “approved” by the FDA
- Male contraceptive methods, sterilization procedures or devices

### **Immunizations**

**Covered services** include preventive immunizations for infectious diseases.

The following are not preventive **covered services**:

- Immunizations that are not considered preventive care, such as those required due to your employment or travel

### **Prenatal care**

**Covered services** include your routine pregnancy physical exams at the **physician, PCP, OB, GYN** or **OB/GYN** office and includes participation in the California Prenatal Screening Program. The exams include initial and subsequent visits for:

- Anemia screening
- Blood pressure
- Chlamydia infection screening
- Fetal heart rate check
- Fundal height
- Gestational diabetes screening
- Gonorrhea screening
- Hepatitis B screening
- Maternal weight
- Rh incompatibility screening

### **Routine cancer screenings**

**Covered services** include the following routine cancer screenings:

- Colonoscopies including pre-procedure **specialist** consultation, removal of polyps during a screening procedure, and a pathology exam on any removed polyp
- Digital rectal exams (DRE)
- Double contrast barium enemas (DCBE)
- Fecal occult blood tests (FOBT)
- Lung cancer screenings
- Mammograms
- Prostate specific antigen (PSA) tests
- Sigmoidoscopies

### **Routine physical exams**

A routine preventive exam is a medical exam given for a reason other than to diagnose or treat a suspected or identified illness or injury and also includes:

- Evidence-based items that have in effect a rating of A or B in the current recommendations of the United States Preventive Services Task Force.

- Services as recommended in the American Academy of Pediatrics/Bright Futures/Health Resources and Services Administration guidelines for children and adolescents.
- Screenings and counseling services as provided for in the comprehensive guidelines recommended by the Health Resources and Services Administration. These services may include but are not limited to:
  - Screening and counseling services on topics such as:
    - Interpersonal and domestic violence
    - Sexually transmitted diseases
    - Human immune deficiency virus (HIV) infections
  - High risk human papillomavirus (HPV) DNA testing for women

**Covered services** include:

- Office visit to a **physician**
- Hearing screening
- Vision screening
- Radiological services, lab and other tests
- For covered newborns, an initial **hospital** checkup

### **Well woman preventive visits**

A routine well woman preventive exam is a medical exam given for a reason other than to diagnose or treat a suspected or identified illness or injury and also includes:

- Office visit to a **physician, PCP, OB, GYN or OB/GYN** for services including Pap smears
- Preventive care breast cancer (BRCA) gene blood testing
- Screening for diabetes after pregnancy for women with a history of diabetes during pregnancy
- Screening for urinary incontinence

### **Prosthetic device**

A prosthetic device is a device that temporarily or permanently replaces all or part of an external body part lost or impaired as a result of illness, injury or congenital defects.

**Covered services** include the initial provision and subsequent replacement of a prosthetic device that your **physician** orders and administers.

Coverage includes:

- Instruction and other services (such as attachment or insertion) so you can properly use the device
- Repairing or replacing the original device you outgrow or that is no longer appropriate because your physical condition changed
- Replacements required by ordinary wear and tear or damage

The following are not **covered services**:

- Orthopedic shoes and therapeutic shoes, unless the orthopedic shoe is an integral part of a covered leg brace
- Trusses, corsets, and other support items
- Repair and replacement due to loss, misuse, abuse or theft

## Reconstructive breast surgery and supplies

**Covered services** include all stages of reconstructive **surgery** by your **provider** and related supplies provided in an inpatient or outpatient setting only in the following circumstances:

- Your **surgery** reconstructs the breast where a necessary mastectomy was performed, such as an implant and areolar reconstruction. It also includes:
  - **Surgery** on a healthy breast to make it symmetrical with the reconstructed breast
  - Treatment of physical complications of all stages of the mastectomy, including lymphedema
  - Prostheses

## Reconstructive surgery and supplies

**Covered services** include all stages of reconstructive **surgery** by your **provider** and related supplies provided in an inpatient or outpatient setting only in the following circumstances:

- Your **surgery** is to implant or attach a covered prosthetic device.
- Your **surgery** corrects or repairs abnormal structures of the body caused by:
  - cleft palate (includes medically necessary dental or orthodontic services)
  - congenital defects
  - developmental abnormalities
  - disease
  - infection
  - trauma
  - tumors
- The purpose of the **surgery** is to improve function or create normal appearance

**Covered services** also include the procedures or surgery to sound natural teeth, injured due to an accident and performed as soon as medically possible, when:

- The teeth were stable, functional and free from decay or disease at the time of the injury.
- The **surgery** or procedure returns the injured teeth to how they functioned before the accident.

These dental related services are limited to:

- The first placement of a permanent crown or cap to repair a broken tooth
- The first placement of dentures or bridgework to replace lost teeth
- Orthodontic therapy to pre-position teeth

## Short-term cardiac and pulmonary rehabilitation services

### Cardiac rehabilitation

**Covered services** include cardiac rehabilitation services you receive at a **hospital, skilled nursing facility** or **physician's** office, but only if those services are part of a treatment plan determined by your risk level and ordered by your **physician**.

### Pulmonary rehabilitation

**Covered services** include pulmonary rehabilitation services as part of your inpatient **hospital stay** if they are part of a treatment plan ordered by your **physician**. A course of outpatient pulmonary rehabilitation may also be covered if it is performed at a **hospital, skilled nursing facility, or physician's** office, is used to treat reversible pulmonary disease states, and is part of a treatment plan ordered by your **physician**.

## Short-term rehabilitation services

Short-term rehabilitation services help you restore or develop skills and functioning for daily living. The services must follow a specific treatment plan, ordered by your **physician**. The services have to be performed by a:

- Licensed or certified physical, occupational, or speech therapist
- **Hospital, skilled nursing facility, or hospice facility**
- **Home health care agency**
- **Physician**

**Covered services** also include spinal manipulation to correct a muscular or skeletal problem. Your **provider** must establish or approve a treatment plan that details the treatment, and specifies frequency and duration.

## Cognitive rehabilitation, physical, occupational, and speech therapy

**Covered services** include:

- Physical therapy, but only if it is expected to significantly improve or restore physical functions lost as a result of an acute illness, injury, or **surgical procedure**
- Occupational therapy, but only if it is expected to do one of the following:
  - Significantly improve, develop, or restore physical functions you lost as a result of an acute illness, injury, or **surgical procedure**
  - Help you relearn skills so you can significantly improve your ability to perform the activities of daily living on your own
- Speech therapy

(Speech function is the ability to express thoughts, speak words and form sentences. Speech impairment is difficulty with expressing one's thoughts with spoken words.)

- Cognitive rehabilitation associated with physical rehabilitation, but only when:
  - Your cognitive deficits are caused by neurologic impairment due to trauma, stroke, or encephalopathy
  - The therapy is coordinated with us as part of a treatment plan intended to restore previous cognitive function

Short-term physical, speech and occupational therapy services provided in an outpatient setting are subject to the same conditions and limitations for outpatient short-term rehabilitation services. See the *Short-term rehabilitation services* section in the schedule of benefits.

The following are not **covered services**:

- Services provided in an educational or training setting or to teach sign language
- Vocational rehabilitation or employment counseling

## Skilled nursing facility

**Covered services** include precertified inpatient **skilled nursing facility** care. This includes:

- **Room and board**, up to the **semi-private room rate**
- Services and supplies provided during a **stay** in a **skilled nursing facility**

## Tests, images and labs – outpatient

### Diagnostic complex imaging services

Covered services include:

- Computed tomography (CT) scans, including for preoperative testing
- Magnetic resonance imaging (MRI) including magnetic resonance spectroscopy (MRS), magnetic resonance venography (MRV) and magnetic resonance angiogram (MRA)
- Nuclear medicine imaging including positron emission tomography (PET) scans
- Other imaging service where the billed charge exceeds \$500

Complex imaging for preoperative testing is covered under this benefit.

### Diagnostic lab work

Covered services include:

- Lab
- Pathology
- Other tests

These are covered only when you get them from a licensed radiology **provider** or lab.

### Diagnostic x-ray and other radiological services

Covered services include x-rays, scans and other services (but not complex imaging) only when you get them from a licensed radiology **provider**. See *Diagnostic complex imaging services* above for more information.

## Therapies – chemotherapy, infusion, radiation

### Chemotherapy

Covered services for chemotherapy depend on where treatment is received. Chemotherapy is covered as outpatient care when received in an outpatient setting. There may be separate charges for the chemotherapy drugs and a facility fee for the administration. Chemotherapy administered during a hospital stay is covered as an inpatient benefit.

### Infusion therapy

Infusion therapy is the intravenous (IV) administration of prescribed medications or solutions. Covered services include infusion therapy you receive in an outpatient setting including but not limited to:

- A freestanding outpatient facility
- The outpatient department of a **hospital**
- A **physician's** office
- Your home from a home care **provider**

You can access the list of preferred infusion locations by contacting us.

When Infusion therapy services and supplies are provided in your home, they will not count toward any applicable home health care maximums.

Certain infused medications may be covered under the outpatient **prescription** drug rider. You can access the list of **specialty prescription drugs** by contacting us.

## Radiation therapy

**Covered services** include the following radiology services provided by a **health professional**:

- Accelerated particles
- Gamma ray
- Mesons
- Neutrons
- Radioactive isotopes
- Radiological services
- Radium

## Transplant services

**Covered services** include transplant services provided by a **physician** and **hospital**.

This includes the following transplant types:

- Solid organ
- Hematopoietic stem cell
- Bone marrow
- CAR-T and T-Cell receptor therapy for FDA-approved treatments
- Thymus tissue, for FDA-approved treatments

## Network of transplant facilities

We designate facilities to provide specific services or procedures. They are listed as Institutes of Excellence™ (IOE) facilities in your **provider** directory.

You must get transplant services from the facility we designate to perform the transplant you need. Transplant services received from an IOE facility are subject to the IOE facility **copayment, coinsurance, deductible, maximum out-of-pocket** and limits shown in your schedule of benefits.

### Important note:

Many pre and post-transplant medical services, even routine ones, are related to and may affect the success of your transplant. If your transplant care is being coordinated by the National Medical Excellence® (NME) program, all medical services must be managed through NME so that you receive the highest level of benefits at the appropriate facility. This is true even if the **covered service** is not directly related to your transplant.

The following are not **covered services**:

- Services and supplies furnished to a donor when the recipient is not a covered person
- Harvesting and storage of organs, without intending to use them for immediate transplantation for your existing illness
- Harvesting and/or storage of bone marrow, hematopoietic stem cells, or other blood cells without intending to use them for transplantation within 12 months from harvesting, for an existing illness

## Urgent care services

**Covered services** include services and supplies to treat an **urgent condition** at an urgent care center. An “urgent care center” is a facility licensed as a freestanding medical facility to treat **urgent conditions**. **Urgent conditions** need prompt medical attention but are not life-threatening.

If you go to an urgent care center for what is not an **urgent condition**, the plan may not cover your expenses. See the schedule of benefits for more information.

**Covered services** include services and supplies to treat an **urgent condition** at an urgent care center as described below:

- **Urgent condition** within the service area
  - If you need care for an **urgent condition**, you should first seek care through your **physician, PCP**. If your **physician** is not reasonably available, you may access urgent care from an urgent care center within the service area.
- **Urgent condition** outside the service area
  - You are covered for urgent care obtained from a facility outside of the service area if the health care service cannot be delayed until you return to the service area.

The following are not **covered services**:

- Non-urgent care in an urgent care center

## Vision care

### Adult vision care

**Covered services** include:

- Routine vision exam provided by an ophthalmologist or optometrist including refraction and glaucoma testing

The following are not **covered services**:

- Office visits to an ophthalmologist, optometrist or optician related to the fitting of **prescription** contact lenses
- Eyeglass frames, non-**prescription** lenses and non-**prescription** contact lenses that are for cosmetic purposes

### Pediatric vision care

**Covered services** include:

- Routine vision exam provided by an ophthalmologist or optometrist including refraction and glaucoma testing

The following are not **covered services**:

- Office visits to an ophthalmologist, optometrist or optician related to the fitting of **prescription** contact lenses
- Eyeglass frames, non-**prescription** lenses and non-**prescription** contact lenses that are for cosmetic purposes



## **Walk-in clinic**

A health care facility that provides limited medical care on a scheduled and unscheduled basis. A **walk-in clinic** may be located in, near or within a:

- Drug store
- Pharmacy
- Retail store
- Supermarket

The following are not considered a **walk-in clinic**:

- Ambulatory surgical center
- Emergency room
- **Hospital**
- Outpatient department of a **hospital**
- Physician's office
- Urgent care facility

## General plan exclusions

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The following are not **covered services** under your plan:

### Behavioral health treatment

Services for the following based on categories, conditions, diagnoses or equivalent terms as listed in the most recent version of the *Diagnostic and Statistical Manual of Mental Disorders* (DSM) of the American Psychiatric Association:

- Education service, including wilderness treatment programs, or any such related or similar programs
- Services provided in conjunction with school, vocation, work or recreational activities

### Blood, blood plasma, synthetic blood, blood derivatives or substitutes

Examples of these are:

- The provision of blood to the **hospital**, other than blood derived clotting factors
- Any related services including processing, storage or replacement expenses
- The service of blood donors, including yourself, apheresis or plasmapheresis
- The blood you donate for your own use, excluding administration and processing expenses

### Cosmetic services and plastic surgery

Any treatment, **surgery** (cosmetic or plastic), service or supply to alter, improve or enhance the shape or appearance of the body except where described in *Coverage and exclusions* under the *Reconstructive breast surgery and supplies* and *Reconstructive surgery and supplies* sections

### Court-ordered services and supplies

This includes court-ordered services and supplies, or those required as a condition of parole, probation, release or because of any legal proceeding, unless they are a **covered service** under your plan

### Custodial care

Services and supplies meant to help you with activities of daily living or other personal needs.

Examples of these are:

- Routine patient care such as changing dressings, periodic turning and positioning in bed
- Administering oral medications
- Care of stable tracheostomy (including intermittent suctioning)
- Care of a stable colostomy/ileostomy
- Care of stable gastrostomy/jejunostomy/nasogastric tube (intermittent or continuous) feedings
- Care of a bladder catheter, including emptying or changing containers and clamping tubing
- Watching or protecting you
- Respite care, adult or child day care, or convalescent care
- Institutional care, including **room and board** for rest cures, adult day care and convalescent care
- Help with walking, grooming, bathing, dressing, getting in or out of bed, going to the bathroom, eating or preparing foods
- Any other services that a person without medical or paramedical training could be trained to perform

## Educational services

Examples of these are:

- Any service or supply for education, training or retraining services or testing. This includes:
  - Special education
  - Remedial education
  - Wilderness treatment programs (whether or not the program is part of a **residential treatment facility** or otherwise licensed institution)
  - Job training
  - Job hardening programs
- Educational services, schooling or any such related or similar program

## Examinations

Any health or dental examinations needed:

- Because a third party requires the exam. Examples include examinations to get or keep a job, and examinations required under a labor agreement or other contract.
- To buy insurance or to get or keep a license.
- To travel.
- To go to a school, camp, sporting event, or to join in a sport or other recreational activity.

## Experimental or investigational

**Experimental or investigational** drugs, devices, treatments or procedures unless otherwise covered under clinical trials.

## Foot care

Routine services and supplies for the following:

- Routine pedicure services, such as such as routine cutting of nails, when there is no illness or injury in the nails
- Treatment of calluses, bunions, toenails, hammertoes or fallen arches
- Treatment of weak feet, chronic foot pain or conditions caused by routine activities, such as walking, running, working or wearing shoes

## Growth/height care

- A treatment, device, service or supply to increase or decrease height or alter the rate of growth
- **Surgical procedures**, devices to stimulate growth
- Drugs or growth hormones unless there is evidence that the member meets one or more clinical criteria detailed in our **precertification** and clinical policies

## Hearing aids

- Any tests, appliances and devices to:
  - Improve your hearing
  - Enhance other forms of communication to make up for hearing loss or devices that simulate speech

## Hearing exams

Hearing exams performed for the evaluation and treatment of illness, injury or hearing loss.

## Medical supplies – outpatient disposable

- Any outpatient disposable supply or device. Examples of these include:
  - Sheaths
  - Bags
  - Elastic garments
  - Support hose
  - Bandages
  - Bedpans
  - Home test kits not related to diabetic testing
  - Splints
  - Neck braces
  - Compresses
  - Other devices not intended for reuse by another patient

## Missed appointments

Any cost resulting from a canceled or missed appointment

## Obesity surgery and services

Weight management treatment or drugs intended to decrease or increase body weight, control weight or treat obesity, including morbid obesity except as described in the *Coverage and exclusions* section, including preventive services for obesity screening and weight management interventions. This is regardless of the existence of other medical conditions. Examples of these are:

- Liposuction, banding, gastric stapling, gastric by-pass and other forms of bariatric **surgery**
- **Surgical procedures**, medical treatments and weight control/loss programs primarily intended to treat, or are related to the treatment of obesity, including morbid obesity
- Stimulants, preparations, foods or diet supplements, dietary regimens and supplements, food supplements, appetite suppressants
- Hypnosis, or other forms of therapy
- Exercise programs, exercise equipment, membership to health or fitness clubs, recreational therapy or other forms of activity or activity enhancement

## Other non-covered services

- Services you have no legal obligation to pay
- Services that would not otherwise be charged if you did not have the coverage under the plan

## Other primary payer

Payment for a portion of the charges that Medicare or another party is responsible for as the primary payer

## Personal care, comfort or convenience items

Any service or supply primarily for your convenience and personal comfort or that of a third party

## **Private duty nursing**

### **Services provided by a family member**

Services provided by a spouse, civil union partner, domestic partner, parent, child, step-child, brother, sister, in-law, or any household member

### **Services, supplies and drugs received outside of the United States**

Non-emergency medical services, outpatient **prescription** drugs or supplies received outside of the United States. They are not covered even if they are covered in the United States under this EOC.

### **Sexual dysfunction and enhancement**

Any treatment, or supply to treat sexual dysfunction, enhance sexual performance or increase sexual desire, including:

- **Surgery**, implants, devices or preparations to correct or enhance erectile function, enhance sensitivity
- Sex therapy, sex counseling, marriage counseling, or other counseling or advisory services

### **Strength and performance**

Services, devices and supplies such as drugs or preparations designed primarily to enhance your strength, physical condition, endurance or physical performance

### **Telemedicine**

- Services given when you are not present at the same time as the **provider**
- **Telemedicine** kiosks
- Electronic vital signs monitoring or exchanges (e.g. Tele-ICU, Tele-stroke)

### **Therapies and tests**

- Full body CT scans
- Hair analysis
- Hypnosis and hypnotherapy
- Massage therapy, except when used for physical therapy treatment
- Sensory or hearing and sound integration therapy

### **Treatment in a federal, state, or governmental entity**

Any care in a **hospital** or other facility owned or operated by any federal, state or other governmental entity unless coverage is required by applicable laws

### **Voluntary sterilization**

- Reversal of voluntary sterilization procedures, including related follow-up care

### **Wilderness treatment programs**

See *Educational services* in this section

## **Work related illness or injuries**

Coverage available to you under workers' compensation or a similar program under local, state or federal law for any illness or injury related to employment or self-employment

**Important note:**

A source of coverage or reimbursement is considered available to you even if you waived your right to payment from that source. You may also be covered under a workers' compensation law or similar law. If you submit proof that you are not covered for a particular illness or injury under such law, then that illness or injury will be considered "non-occupational" regardless of cause.

## How your plan works

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### How your plan works while you are covered

Your HMO plan:

- Helps you get and pay for a lot of – but not all – health care services
- Generally pays only when you get care from **network providers**

**Please read the following information so you will know from whom or what group of provider's health care may be obtained.**

#### Providers

Our **provider** network is there to give you the care you need. The easiest way to find **network providers** and see important information about them is by logging in to the Aetna website. There you'll find our online **provider** directory. See the *Contact us* section for more information.

You choose a **PCP** to oversee your care. Your **PCP** will provide routine care and send you to other **providers** when you need specialized care. Your plan often will pay a bigger share for **covered services** you get through your **PCP**, so choose a **PCP** as soon as you can.

For more information about the network and the role of your **PCP**, see the *Who provides the care* section.

#### Service area

Your plan generally pays for **covered services** only within a specific geographic area, called a service area. There are some exceptions, such as for **emergency services**, urgent care, and transplants. See the *Who provides the care* section below.

### Who provides the care

#### Network providers

We have contracted with **providers** in the service area to provide **covered services** to you. These **providers** make up the network for your plan.

To get network benefits, you must use **network providers**. There are some exceptions:

- **Emergency services** – see the description of **emergency services** in the *Coverage and exclusions* section.
- Urgent care – see the description of urgent care in the *Coverage and exclusions* section.
- **Network provider** not reasonably available – You can get services from an **out-of-network provider** if an appropriate **network provider** is not reasonably available. You must request approval from us before you get the care. Contact us for assistance.
- Transplants – see the description of transplant services in the *Coverage and exclusions* section.
- Involuntary services – Services or supplies provided at a network facility by an **out-of-network provider**. See the *You might not have to pay for an involuntary service* section.

You may select a **network provider** from the online directory through the Aetna website.

You will not have to submit claims for services received from **network providers**. Your **network provider** will take care of that for you. And we will pay the **network provider** directly for what the plan owes.

### **Your PCP**

You must get **covered services** through your **PCP's** office. They will provide you with primary care.

### **How you choose your PCP**

You can choose a **PCP** from the list of **PCPs** in our directory.

Each covered family member is required to select a **PCP**. You may each choose a different **PCP**. You must select a **PCP** for your covered dependent if they are a minor or cannot choose a **PCP** on their own.

### **What your PCP will do for you**

Your **PCP** will coordinate your medical care or may provide treatment. They may send you to other **network providers**.

Your **PCP** will give you a written or electronic **referral** to see other **network providers**.

### **Changing your PCP**

You may change your **PCP** at any time by contacting us.

### **If you do not select a PCP**

Because having a **PCP** is so important, we may choose one for you. You will get an ID card in the mail. We will tell you the name, address and telephone number of your **PCP**. If you wish, you can change the **PCP** by following the directions above for changing your **PCP**.

Until a **PCP** is selected, benefits will be limited to care provided by direct access **network providers**, **emergency services** and urgent care services.

### **How is my PCP paid?**

Your **PCP** and other **providers** may be paid in any of the following ways, depending on their contract with us:

- A fixed price per service
- A fixed price per day
- A fee for each service set by a fee schedule
- A fixed monthly amount per member

Providers who contract with us have no requirement to comply with:

- Specified numbers
- Targeted averages
- Maximum duration for patient visits

We encourage you to ask your **PCP**, us, your **provider**, or the **provider's** medical group or independent practice association how they are paid, including if their contracts include any financial incentives.



## Keeping a provider you go to now (continuity of care)

You may have to find a new **provider** when:

- You join the plan and the **provider** you have now is not in the network
- You are already an Aetna member and your **provider** stops being in our network

However, in some cases, you may be able to keep going to your current **provider** to complete a treatment or to have treatment that was already scheduled. This is called continuity of care.

Care will continue during a transitional period that will vary based on your condition.

<b>If you have this condition</b>	<b>The length of transitional period is</b>
Acute condition (appears suddenly requiring immediate care and does not last long)	As long as the condition lasts
Serious chronic condition (continues or worsens over time and requires ongoing treatment)	No more than 12 months.
Pregnancy	All three trimesters of pregnancy and the immediate post-partum period
Maternal mental health condition that can impact a woman during pregnancy, peri or postpartum, or that arises during pregnancy, in the peri or postpartum period, up to one year after delivery	Up to 12 months after diagnosis or after pregnancy ends, whichever occurs later
<b>Terminal illness</b>	As long as the person lives
Care of child under 3 years	Up to 12 months
An already scheduled <b>surgery</b> or other procedure	Within 180 days of you joining the Aetna plan or your <b>provider</b> leaving the network

If this situation applies to you, contact us for details. If we approve your request to keep going to your current **provider**, we will tell you how long you can continue to see the **provider**.

We will authorize coverage only if the **provider** agrees to our usual terms and conditions for contracting **providers**.

## Medical necessity, referral and precertification requirements

Your plan pays for its share of the expense for **covered services** only if the general requirements are met. They are:

- The service is **medically necessary**
- You get your care from:
  - Your **PCP**
  - Another **network provider** after you get a **referral** from your **PCP**
- You or your **provider** precertifies the service when required

### Medically necessary, medical necessity

The **medical necessity** requirements are in the *Glossary* section, where we define “**medically necessary, medical necessity.**” That is where we also explain what our medical directors or a **physician** they assign consider when determining if a service is **medically necessary**.

**Important note:**

We cover **medically necessary**, sex-specific **covered services** regardless of identified gender.

**Referrals**

You need a **referral** from your **PCP** for most **covered services**. If you do not have a **referral** when required, you will have to pay for services yourself. You do not need a **referral** for **covered services** in a **network walk-in clinic**.

**Precertification**

You need pre-approval from us for some **covered services**. Pre-approval is also called **precertification**. You may need **precertification** during the delivery of your care. We will review your request concurrently.

Your network **physician, PCP**, or the facility is responsible for obtaining any necessary **precertification** before you get the care. **Network providers** cannot bill you if they fail to ask us for **precertification**. But if your **physician** or **PCP** requests **precertification** and we deny it, and you still choose to get the care, you will have to pay for it yourself.

Timeframes for **precertification** are listed below. For **emergency services**, **precertification** is not required, but you should notify us as soon as possible. You can submit a grievance if we deny the **emergency service** as not **medically necessary**. Please see the *Grievance and appeal procedures* section.

Your **physician, PCP**, or the facility must call us within these timelines:

Type of care	Timeframe
Non-emergency admission	Call at least 14 days before the date you are scheduled to be admitted.
Emergency admission	Call within 48 hours or as soon as reasonably possible after you have been admitted.
Urgent admission	Call before you are scheduled to be admitted or as soon as reasonably possible after you have been admitted.
Outpatient non-emergency medical services	Call at least 14 days before the care is provided, or the treatment or procedure is scheduled.

An urgent admission is a **hospital** admission by a **physician** due to the onset of or change in an illness, the diagnosis of an illness, or injury.

For an inpatient **stay** in a facility, we will tell you, your **physician** and the facility about your precertified length of **stay**. If your **physician** recommends that you stay longer, the extra days will need to be precertified. You, your **physician**, or the facility will need to call us as soon as reasonably possible, but no later than the final authorized day. We will tell you and your **physician** in writing of an approval or denial of the extra days.

Type of request	Timeframes we decide	Timeframes we provide notification
Urgent care	Within 72 hours as appropriate for the medical condition	Within 24 hours of the decision to your <b>provider</b> Within two business days of the decision in writing to you
Non-urgent care	Within five business days as appropriate for the medical condition	Within 24 hours of the decision to your <b>provider</b> Within two business days of the decision in writing to you
Requests for review after you receive care	Within 30 days	Within 30 days

We will tell you and your **physician** in writing of the **precertification** decision. An approval is valid for 180 days as long as you remain enrolled in the plan. If you or your **provider** request **precertification** and we don't approve coverage, we will tell you why and explain how you or your **provider** may request review of our decision. See the *Grievance and appeal procedures* section.

**Types of services that require precertification**

**Precertification** is required for inpatient **stays** and certain outpatient services and supplies.

**Precertification** is required for the following types of services and supplies:

Inpatient services and supplies	Outpatient services and supplies
Obesity (bariatric) <b>surgery</b>	Applied behavioral analysis
<b>Stays</b> in a <b>hospice</b> facility	ART services
<b>Stays</b> in a <b>hospital</b>	Complex imaging
<b>Stays</b> in a <b>rehabilitation facility</b>	Comprehensive <b>infertility</b> services
<b>Stays</b> in a residential treatment facility for treatment of <b>mental health disorders</b> and <b>substance related disorders</b> treatment	<b>Cosmetic</b> and reconstructive <b>surgery</b>
<b>Stays</b> in a <b>skilled nursing facility</b>	Emergency transportation by airplane
	Injectables, (immunoglobulins, growth hormones, multiple sclerosis medications, osteoporosis medications, Botox, hepatitis C medications)
	In vitro fertilization (IVF) for fertility preservation
	Kidney dialysis
	Knee <b>surgery</b>
	Outpatient back <b>surgery</b> not performed in a <b>physician's</b> office

Inpatient services and supplies	Outpatient services and supplies
	Partial hospitalization treatment – <b>mental health disorder</b> and <b>substance related disorders</b> treatment
	Private duty nursing services
	Sleep studies
	Transcranial magnetic stimulation (TMS)
	Wrist <b>surgery</b>

Contact us to get a list of the services that require **precertification**. The list may change from time to time.

Sometimes you or your **provider** may want us to review a service that doesn't require **precertification** before you get care. This is called a predetermination, and it is different from **precertification**. Predetermination means that you or your **provider** requests the pre-service clinical review of a service that does not require **precertification**.

Our clinical policy bulletins explain our policy for specific services and supplies. We use these bulletins and other resources to help guide individualized coverage decisions under our plans. You can find the bulletins and other information at <https://www.aetna.com/health-care-professionals/clinical-policy-bulletins.html>

Certain **prescription** drugs are covered under the medical plan when they are given to you by your doctor or health care facility. The following **precertification** information applies to these **prescription** drugs:

For certain drugs, your **provider** needs to get approval from us before we will cover the drug. The requirement for getting approval in advance guides appropriate use of certain drugs and makes sure they are **medically necessary**. We will tell your **provider** the decision within 72 hours or within 24 hours when you have an **emergency medical condition**.

**Step therapy** is a type of **precertification** where we require you to first try certain drugs to treat your medical condition before we will cover another drug for that condition.

Contact us or go online to get the most up-to-date **precertification** requirements and list of **step therapy** drugs.

**Requesting a medical exception**

Sometimes you or your **provider** may ask for a medical exception for drugs that are not covered or for which coverage was denied. You, someone who represents you or your **provider** can contact us. You will need to provide us with clinical documentation. Any exception granted is based upon an individual and is a case-by-case decision that will not apply to other members. For directions on how you can submit a request for a review:

- Call the toll-free number on your ID card

- Log in to the Aetna website at <https://www.aetna.com/>
- Submit the request in writing to CVS Health ATTN: Aetna PA, 1300 E Campbell Road, Richardson, TX 75081

You, someone who represents you or your **provider** may seek a quicker medical exception when the situation is urgent. It's an urgent situation when you have a health condition that may seriously affect your life, health, or ability to get back maximum function. It can also be when you are going through a current course of treatment using a non-covered drug.

We will make a coverage decision within 24 hours after we receive your request. We will tell you, someone who represents you and your **provider** of our decision.

If you had approval for a prescription drug under a prior plan, your prescriber can continue to prescribe the same prescription drug for your medical condition under this plan.

## What the plan pays and what you pay

Who pays for your **covered services** – this plan, both of us, or just you? That depends.

### The general rule

The schedule of benefits lists what you pay for each type of **covered service**. In general, this is how your benefit works:

- You pay the **deductible**, when it applies.
- Then the plan and you share the expense. Your share is called a **copayment** or **coinsurance**.
- Then the plan pays the entire expense after you reach your **maximum out-of-pocket limit**.

When we say “expense” in this general rule, we mean the **negotiated charge** for a **network provider**.

### Negotiated charge

*For health coverage:*

This is the amount a **network provider** has agreed to accept or that we have agreed to pay them or a third-party vendor.

We may enter into arrangements with **network providers** or others related to:

- The coordination of care for members
- Improving clinical outcomes and efficiencies

Some of these arrangements are called:

- Value-based contracting
- Risk sharing
- Accountable care arrangements

These arrangements will not change the **negotiated charge** under this plan.

*For **prescription drug services**:*

When you get a **prescription** drug, we have agreed to this amount for the **prescription** or paid this amount to the network pharmacy or third-party vendor that provided it. The **negotiated charge** may include a rebate, additional service or risk charges and administrative fees. It may include additional amounts paid to or received from third parties under price guarantees.

### **Paying for covered services – the general requirements**

There are several general requirements for the plan to pay any part of the expense for a **covered service**. They are:

- The service is **medically necessary**
- You get your care from:
  - Your **PCP**
  - Another **network provider** after you get a **referral** from your **PCP**
- You or your **provider** precertifies the service when required

Generally, your plan and you share the cost for **covered services** when you meet the general requirements. But sometimes your plan will pay the entire expense, and sometimes you will. For details, see your schedule of benefits and the information below.

You pay the entire expense when:

- You get services or supplies that are not **medically necessary**.
- Your plan requires **precertification**, your **physician** requests it, we deny it and you get the services without **precertification**.
- You get care without a **referral** and your plan requires one.
- You get care from someone who is not a **network provider**, except for emergency, urgent care and transplant services. See *Who provides the care* in this section for details

In all these cases, the **provider** may require you to pay the entire charge or you may receive a bill. You or your provider may file a post-services claim. Any amount you pay will not count towards your **deductible** or your **maximum out-of-pocket limit**.

If we fail to pay the **network provider**, you will not have to pay the **network provider** for any sums that we owe.

### **You might not have to pay for an involuntary service**

In cases where you try to stay in the network for your covered services, you may get a bill you didn't expect. The plan may have approved coverage but you went outside the network without even knowing it.

Involuntary services are **covered services** received in a network facility by an **out-of-network provider**, excluding **emergency services**. When you have no choice, you will pay the same amount as when you do stay in the network. Contact us if you receive any bills for involuntary services.

It is not an involuntary service when you knowingly choose to go outside the network. In this case, you will have to pay it.

## Where your schedule of benefits fits in

The schedule of benefits shows any out-of-pocket costs you are responsible for when you receive **covered services** and any benefit limitations that apply to your plan. It also shows any **maximum out-of-pocket limits** that apply.

Limitations include things like maximum age, visits, days, hours and admissions. Out-of-pocket costs include things like **deductibles, copayments** and **coinsurance**.

Keep in mind that you are responsible for paying your part of the cost sharing. You are also responsible for costs not covered under this plan.

## Post-service claims

A claim is a request for payment that you or your health care **provider** submits to us after you get **covered services**. There are different types of claims. You or your **provider** may contact us at various times, to make a claim, to request approval, or payment, for your benefits. This can be before you receive your benefit, while you are receiving benefits and after you have received the benefit.

It is important that you carefully read the previous sections within *How your plan works*. When a claim comes in, we review it, make a decision and tell you how you and we will split the expense. The amount of time we have to tell you about our decision on a claim depends on the type of claim.

## Filing a claim

When you see a **network provider**, that office will usually send us a detailed bill for your services. If you see an **out-of-network provider**, you may receive the bill (proof of loss) directly. This bill forms the basis of your post-service claim. When you pay for services or receive a bill directly, you should send it to us as soon as possible with a claim form that you can either get online or contact us to provide. You should always keep your own record of the date, **providers** and cost of your services.

## Claim decisions and notifications

The benefit payment determination is made based on many things, such as your **deductible** or **coinsurance**, the necessity of the service you received, when or where you receive the services, or even what other insurance you may have. We may need to ask you or your **provider** for some more information to make a final decision. You can always contact us directly to see how much you can expect to pay for any service.

We will pay the claim within 30 days from when we receive all the information necessary. Sometimes we may pay only some of the claim. Sometimes we may deny payment entirely.

We will give you our decision in writing. You may not agree with our decision. There are several ways to have us review the decisions. Please see the *Grievance and appeal procedures* section for that information.

## Appeal

When we make a decision to deny services or reduce the amount of money we pay on your care or out-of-pocket expense, it is an adverse benefit determination. You can ask us to re-review that determination. This is an appeal. You can start an appeal process by contacting us. Please see the *Grievance and appeal procedures* section for that information.

## Coordination of benefits

Some people have health coverage under more than one health plan. If you do, we will work with your other plan to decide how much each plan pays. This is called coordination of benefits (COB).

### Key Terms

Here are some key terms we use in this section. These will help you understand this COB section.

Allowable expense means a health care expense that any of your health plans cover.

In this section when we talk about “plan” through which you may have other coverage for health care expenses we mean:

- Group or non-group, blanket, or franchise health insurance policies issued by insurers, HMOs, or health care service contractors
- Labor-management trustee plans, labor organization plans, employer organization plans, or employee benefit organization plans
- An automobile insurance policy
- Medicare or other government benefits
- Any contract that you can obtain or maintain only because of membership in or connection with a particular organization or group

### How COB works

- When this is your primary plan, we pay your medical claims first as if there is no other coverage.
- When this is your secondary plan:
  - We pay benefits after the primary plan and reduce our payment based on any amount the primary plan paid.
  - Total payments from this plan and your other coverage will never add up to more than 100% of the allowable expenses.
  - Each family member has a separate benefit reserve for each year. The benefit reserve balance is:
    - The amount that the secondary plan saved due to COB
    - Used to cover any unpaid allowable expenses
    - Erased at the end of the year

### Determining who pays

The basic rules are listed below. Reading from top to bottom the first rule that applies will determine which plan is primary and which is secondary. Contact us if you have questions or want more information.

A plan that does not contain a COB provision is always the primary plan.

COB rule	Primary Plan	Secondary plan
Non-dependent or dependent	Plan covering you as an employee, retired employee or subscriber (not as a dependent)	Plan covering you as a dependent



<b>COB rule</b>	<b>Primary Plan</b>	<b>Secondary plan</b>
Child – parents married or living together	Plan of parent whose birthday (month and day) is earlier in the year (Birthday rule)	Plan of parent whose birthday is later in the year
Child – parents separated, divorced, or not living together	<ul style="list-style-type: none"> <li>• Plan of parent responsible for health coverage in court order</li> <li>• Birthday rule applies if both parents are responsible or have joint custody in court order</li> <li>• Custodial parent’s plan if there is no court order</li> </ul>	<ul style="list-style-type: none"> <li>• Plan of other parent</li> <li>• Birthday rule applies (later in the year)</li> <li>• Non-custodial parent’s plan</li> </ul>
Child – covered by individuals who are not parents (i.e. stepparent or grandparent)	Same rule as parent	Same rule as parent
Active or inactive employee	Plan covering you as an active employee (or dependent of an active employee)	Plan covering you as a laid off or retired employee (or dependent of a former employee)
Consolidated Omnibus Budget Reconciliation Act (COBRA) or state continuation	Plan covering you as an employee or retiree (or dependent of an employee or retiree)	COBRA or state continuation coverage
Longer or shorter length of coverage	Plan that has covered you longer	Plan that has covered you for a shorter period of time
Other rules do not apply	Plans share expenses equally	Plans share expenses equally

**How COB works with Medicare**

If your other coverage is under Medicare, federal laws explain whether Medicare will pay first or second. COB with Medicare will always follow federal requirements. Contact us if you have any questions about this.

When you are enrolled in Medicare, we coordinate the benefits we pay with the benefits that Medicare pays. Sometimes, this plan pays benefits before Medicare pays. Sometimes, this plan pays benefits after Medicare.

**Other health coverage updates – contact information**

You should contact us if you have any changes to your other coverage. We want to be sure our records are accurate so your claims are processed correctly.

**Our rights**

We have the right to:

- Release or obtain any information we need for COB purposes, including information we need to recover any payments from your other health plans
- Reimburse another health plan that paid a benefit we should have paid

- Recover any excess payment from a person or another health plan, if we paid more than we should have paid

## Grievance and appeal procedures

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### Grievance

You may not be happy about a **provider**, your quality of care, or an operational issue, and you may want to complain. You can contact us at any time. Grievances are:

- Appeals
- Complaints
- Disputes
- Inquiries (considered grievances when a distinction is not determined between them)
- Requests for reconsideration

Your grievance should include a description of the issue. You should include copies of any records or documents you think are important. We will review the information and give you a written response within 30 calendar days of receiving the complaint. We will let you know if we need more information to make a decision. You can submit your grievance by:

- Calling the toll-free number on your ID card
- Logging on to the Aetna website at <https://www.aetna.com/>
- Writing us at PO Box 24030, Fresno, CA 93779

Some reasons you may file a grievance include:

- Your **PCP** refused to provide a **referral** to a **specialist** or facility
- We were not courteous or prompt when providing services to you
- You are dissatisfied with having to wait so long for an appointment
- We ended your coverage and you think that decision is unfair

The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan by calling the toll-free number on your ID card and use your health plan's grievance process before contacting the department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number (1-888-466-2219) and a TDD line (1-877-688-9891) for the hearing and speech impaired. The department's internet website [www.dmhc.ca.gov](http://www.dmhc.ca.gov) has complaint forms, IMR application forms and instructions online.

## Grievance and appeal procedures

You or your **provider** may contact us at various times to make a grievance. This can be before you receive your benefit, while you are receiving benefits and after you have received the benefit. You may not agree with our decision. You can request an IMR from the DMHC. See the *Independent medical review* section below.

### Urgent grievance

You may appeal or your **provider** may appeal for you without having to fill out an appeal form. You can also submit a grievance if you believe your health coverage has been or will be improperly cancelled, rescinded, or not renewed. We will give you an answer within 72 hours.

### Post-service claim appeal

You must file an appeal within 180 calendar days from the time you receive the notice of an adverse benefit determination.

You can appeal by sending a written appeal to the address on the notice of adverse benefit determination, or by contacting us. You need to include:

- Your name
- The contract holder's name
- A copy of the adverse benefit determination
- Your reasons for making the appeal
- Any other information you would like us to consider

We will assign your appeal to someone who was not involved in making the original decision. You will receive an acknowledgment letter within five calendar days. You will receive a decision within 30 calendar days for a post-service grievance. You will receive a decision within five business days for a post-service grievance for a service or supply that is **experimental or investigational**.

Another person may submit an appeal for you, including a **provider**. That person is called an authorized representative. You need to tell us if you choose to have someone else appeal for you (even if it is your **provider**). You should fill out an authorized representative form telling us you are allowing someone to appeal for you. You can get this form on our website or by contacting us. The form will tell you where to send it to us.

## Independent medical review

An IMR is a review done by an Independent Medical Review Organization (IMRO) managed by the DMHC.

You have a right to an IMR when within six months of the grievance decision if:

- You have received an adverse benefit determination
- We decided the service or supply is not **medically necessary** but your **provider** recommends or determines your service is **medically necessary**
- We decided the service or supply is **experimental or investigational** and your **provider** certifies you have a life-threatening or seriously debilitating illness and has recommended treatment for it
- You have been seen by a network **provider** for the diagnosis or treatment of a medical condition
- A grievance has remained unsolved for more than 30 days or three days for an **urgent condition** or an **emergency medical condition** or a grievance was filed and the decision was upheld

If our grievance decision is one for which you can seek an IMR, we will say that in the notice of adverse benefit determination or final adverse benefit determination we send you. That notice also will describe the IMR process and will include a copy of the IMR application. You will not be charged for an IMR.

You should send the completed application to the DMHC. They will review your grievance and determine if it is eligible for an IMR. We will submit the required documents to the DMHC within three days, or 24 hours for urgent requests, after we receive notice the IMR is approved. The DMHC sends your grievance to the IMRO. The IMRO will determine whether or not the care is **medically necessary**. You will receive a copy of the IMR decision.

### How long will it take to get an IMR decision?

The IMR will make their decision in 30 days, or three days for an urgent request

There are two scenarios when you may be able to get a faster IMR:

For initial adverse benefit determinations

- You or your **provider** tells us a delay in receiving health care services would:
  - Jeopardize your life, health or ability to regain maximum function
  - Be much less effective if not started right away (in the case of **experimental or investigational** treatment)

If your situation qualifies for this faster review, you will receive a decision within 72 hours of us getting your request.

## Recordkeeping

We will keep the records of all grievances and appeals for at least 10 years.

## Fees and expenses

We do not pay any fees or expenses incurred by you in pursuing a grievance or appeal.

## Eligibility, starting and stopping coverage

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### Eligibility

#### Who is eligible

The contract holder decides and tells us who is eligible for health coverage. The contract holder is responsible for paying premiums and will tell you the amount and how to pay it.

#### When you can join the plan

You must live or work in the service area to enroll in this plan.

You can enroll:

- At the end of any waiting period the contract holder requires
- Once each year during the annual enrollment period
- At other special times during the year (see the *Special times you can join the plan* section below)

You can enroll eligible family members (these are your “dependents”) at this time too.

If you don’t enroll when you first qualify for benefits, you may have to wait until the next annual enrollment period to join.

#### Who can be a dependent on this plan

You can enroll the following family members:

- Your legal spouse
- Your civil union partner who meets any requirements under state law
- Your domestic partner who meets any requirements under state law
- Dependent children – yours or your spouse’s or partner’s
  - Dependent children must be:
    - Under 26 years of age
  - Dependent children include:
    - Natural children
    - Stepchildren
    - Adopted children including those placed with you for adoption
    - Foster children
    - Children you are responsible for under a qualified medical support order or court order

#### Adding new dependents

You can add new dependents during the year. These include any dependents described in the *Who can be a dependent on this plan* section above.

Coverage begins on the date of the event for new dependents that join your plan for the following reasons:

- Birth
- Adoption or placement for adoption
- Marriage
- Legal guardianship
- Court or administrative order

We must receive a completed enrollment form not more than 31 days after the event date.

### **Special times you can join the plan**

You can enroll in these situations:

- You didn't enroll before because you had other coverage and that coverage has ended
- Your COBRA coverage has ended
- A court orders that you cover a dependent on your health plan

We must receive the completed enrollment information within 31 days after the event date.

You can also enroll in these situations:

- You or your dependent lose your eligibility for enrollment in Medicaid or an S-CHIP plan
- You are now eligible for state premium assistance under Medicaid or S-CHIP which will pay your premium contribution under this plan

We must receive the completed enrollment information within 60 days of the date when coverage ends.

### **Notification of change in status**

Tell us of any changes that may affect your benefits. Please contact us as soon as possible when you have a:

- Change of address
- Dependent status change
- Dependent who enrolls in Medicare or any other health plan

### **Starting coverage**

Your coverage under this plan has a start and an end. You must start coverage after you complete the eligibility and enrollment process. You can ask your contract holder to confirm your effective date.

### **Stopping coverage**

Your coverage typically ends when you leave your job; but it can happen for other reasons. Ending coverage doesn't always mean you lose coverage with us. There will be circumstances that will still allow you to continue coverage. See the *Special coverage options after your coverage ends* section.

We will send you notice if your coverage is ending. This notice will tell you the date that your coverage ends at least 30 days prior to that date.

Your coverage under this plan will end if:

- This plan is no longer available

- You ask to end coverage
- The contract holder asks to end coverage
- You are no longer eligible for coverage, including when you move out of the service area
- Your work ends
- You stop making required contributions, if any apply
- We end your coverage
- You start coverage under another medical plan offered by your employer

## **Why would we end your coverage?**

### **Intentional deception**

If we learn that you defrauded us or you intentionally misrepresented material facts, we can take actions that can have serious consequences for your coverage within 24 months of your effective date. These serious consequences include:

- Rescission of coverage (you lose coverage both going forward and going backward)
- Ending your coverage
- Recovery of amounts we already paid

We also may report fraud to criminal authorities. If we paid claims for your past coverage, we will want the money back.

You have special rights if we rescind or end your coverage:

- We will give you 30 days advance written notice of any rescission of coverage or ending your coverage
- You have the right to an Aetna appeal
- You have the right to a third-party review conducted the Department of Managed Health Care

On the date your coverage ends, we will refund to your employer any prepayment for periods after the date your coverage ended.

We will not end your coverage because of your health status or health care needs. We also will not end your coverage because you filed an appeal. If you believe we ended your coverage because of these things, you may request a review by the Director of the California Department of Managed Health Care. See the *Grievance and appeal procedures* section.

## **Special coverage options after your coverage ends**

### **When coverage may continue under the plan**

This section explains options you may have after your coverage ends under this plan. Your individual situation will determine what options you will have. Contact the contract holder to see what options apply to you.



In some cases, premium payment is required for coverage to continue. Your coverage will continue under the plan as long as the contract holder and we have agreed to do so. It is the contract holder's responsibility to let us know when your work ends. If the contract holder and we agree in writing, we will extend the limits.

### **Consolidated Omnibus Budget Reconciliation Act (COBRA)**

The federal COBRA law usually applies to employers of group sizes of 20 or more and gives employees and most of their covered dependents the right to keep their health coverage for 18, 29 or 36 months after a qualifying event. The qualifying event is something that happens that results in you losing your coverage. The qualifying events are:

- Your active employment ends for reasons other than gross misconduct
- Your working hours are reduced
- You divorce or legally separate and are no longer responsible for dependent coverage
- You become entitled to benefits under Medicare
- Your covered dependent children no longer qualify as dependents under the plan
- You die
- You are a retiree eligible for retiree health coverage and your former employer files for bankruptcy

Talk with your employer if you have questions about COBRA or to enroll.

### **Continuation of coverage for other reasons**

To request an extension of coverage, just contact us.

### **How you can extend coverage if you are totally disabled when coverage ends**

Your coverage may be extended if you are totally disabled when coverage ends.

Only the medical condition which caused the total disability is covered during your extension.

You are "totally disabled" if you cannot work at your occupation or any other occupation for pay or profit.

Your dependent is "totally disabled" if that person cannot engage in most normal activities of a healthy person of the same age and gender.

You may extend coverage only for services and supplies related to the disabling condition until the earliest of:

- When you or your dependent are no longer totally disabled
- When you become covered by another health benefits plan
- 36 months of coverage

### **How you can extend coverage for your disabled child beyond the plan age limits**

You have the right to extend coverage for your dependent child beyond plan age limits, if the child is not able to be self-supporting because of mental or physical disability, and depends mainly (more than 50% of their income) on you for support.

The right to coverage will continue only as long as a **physician** certifies that your child still is disabled.

We will send you a notice at least 90 days before your child reaches the plan age limit. We may ask you to send us proof of the disability within 60 days of the date coverage would have ended or receipt of the notice. We may ask you to send proof that your child is disabled after coverage is extended. We won't ask for this proof more than once a year after two years. You must send it to us within 60 days of our request. If you don't, we can terminate coverage for your dependent child.

#### **How you can extend coverage when getting inpatient care when coverage ends**

Your coverage may be extended if you are getting inpatient care in a **hospital** or **skilled nursing facility** when coverage ends.

Benefits are extended for the condition that caused the **hospital** or **skilled nursing facility stay** or for complications from the condition. Benefits aren't extended for other medical conditions.

You can continue to get care for this condition until the earliest of:

- When you are discharged
- When you no longer need inpatient care
- When you become covered by another health benefits plan
- 36 months of coverage

#### **How your dependent can extend coverage after you die**

Your dependents can continue coverage after your death if:

- You were covered at the time of your death
- The request is made within 30 days after your death, and
- Payment is made for coverage

Your dependent's coverage will end on the earliest date:

- The end of the 12 month period after your death
- They no longer meet the definition of dependent
- Dependent coverage stops under your plan
- The dependent becomes covered by another health benefits plan
- The date your spouse remarries

To request extension of coverage, the dependent, or their representative, can contact us.

## General provisions – other things you should know

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### Administrative provisions

#### How you and we will interpret this EOC

We prepared this EOC according to ERISA and other federal and state laws that apply. You and we will interpret it according to these laws.

#### How we administer this plan

We apply policies and procedures to administer this plan.

#### Who's responsible to you

We are responsible to you for what our employees and other agents do.

We are not responsible for what is done by your **providers**. Even **network providers** are not our employees or agents.

### Coverage and services

#### Your coverage can change

Your coverage is defined by the group agreement. This document may have amendments and riders too. Under certain circumstances, we, the contract holder or the law may change your plan. When an emergency or epidemic is declared, we may modify or waive **precertification**, **prescription** quantity limits or your cost share if you are affected. Only we may waive a requirement of your plan. No other person, including the contract holder or **provider**, can do this.

#### Legal action

You must complete the internal appeal process before you take any legal action against us for any expense or bill. See the *Grievance and appeal procedures section*.

#### Physical examination and evaluations

At our expense, we have the right to have a **physician** of our choice examine you. This will be done at reasonable times while certification or a claim for benefits is pending or under review.

#### Records of expenses

You should keep complete records of your expenses. They may be needed for a claim. Important things to keep are:

- Names of **physicians** and others who furnish services
- Dates expenses are incurred
- Copies of all bills and receipts

#### Honest mistakes

You or the contract holder may make an honest mistake when you share facts with us. When we learn of the mistake, we may make a fair change in premium contribution or in your coverage. If we do, we will tell you what the mistake was. We won't make a change if the mistake happened more than 2 years before we learned of it.

## Some other money issues

### Assignment of benefits

When you see a **network provider**, they will usually bill us directly. When you see an **out-of-network provider**, we may choose to pay you or to pay the **provider** directly. When you assign your benefits to your out-of-network provider, we will pay them directly.

### Financial sanctions exclusions

If coverage provided under this EOC violates or will violate any economic or trade sanctions, the coverage will be invalid immediately. For example, we cannot pay for **covered services** if it violates a financial sanction regulation. This includes sanctions related to a person or a country under sanction by the United States, unless it is allowed under a written license from the Office of Foreign Asset Control (OFAC).

You can find out more by visiting <https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>.

### Recovery of overpayments

We sometimes pay too much for **covered services** or pay for something that this plan doesn't cover. If we do, we can require the person we paid, you or your **provider**, to return what we paid. If we don't do that, we have the right to reduce any future benefit payments by the amount we paid by mistake.

### When you are injured

If someone else caused you to need care – say, a careless driver who injured you in a car crash – you may have a right to get money. We are entitled to that money, up to the amount we pay for your care. We have that right no matter whom the money comes from – for example, the other driver, the contract holder, or another insurance company.

To help us get paid back, you are doing these things now:

- Agreeing to repay us from money you receive (not exceeding one third if you used an attorney or one half if you did not use an attorney) because of your injury.
- Giving us the right to seek money in your name, from any person who causes you injury and from your own insurance. We can seek money only up to the amount we paid for your care.
- Agreeing to cooperate with us so we can get paid back in full. For example, you'll tell us within 30 days of when you seek money for your injury or illness. You'll hold any money you receive until we are paid in full. And you'll give us the right to money you get, ahead of everyone else.
- Agreeing to provide us notice of any money you will be receiving before pay out, or within 5 days of when you receive the money.

We may reduce the amount we're due if you are partially responsible for your injury.

## Your health information

We will protect your health information. We will only use or share it with others as needed for your care and treatment. We will also use and share it to help us process your claims and manage your plan.

You can get a free copy of our Notice of Privacy Practices. Just contact us.

When you accept coverage under this plan, you agree to let your **providers** share information with us. We need information about your physical and mental condition and care.

A statement describing our policies and procedures for preserving the confidentiality of medical records is available and will be provided to you upon request.

## Glossary

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### Behavioral health provider

A **health professional** who is licensed or certified to provide **covered services** for mental health and **substance related disorders** in the state where the person practices.

A **health professional** who is qualified to provide **covered services** for autism.

### Brand-name prescription drug

An FDA-approved drug marketed with a specific name by the company that manufactures it; often the same company that developed and patents it.

### Coinsurance

**Coinsurance** is the percentage of the bill you pay after you meet your **deductible**.

### Copay, copayment

**Copays** are flat fees for certain visits. A copay can be a dollar amount or percentage.

### Covered service

The benefits, subject to varying cost shares, covered under the plan. These are:

- Described in the *Providing covered services* section.
- Not listed as an exclusion in the *Coverage and exclusions – Providing covered services* section or the *General plan exclusions* section.
- Not beyond any limits in the schedule of benefits.
- **Medically necessary**. See the *How your plan works – Medical necessity, referral and precertification requirements* section and the *Glossary* for more information.

### Deductible

A **deductible** is the amount you pay out-of-pocket for **covered services** per year before we start to pay.

### Detoxification

The process of getting alcohol or other drugs out of an addicted person's system and getting them physically stable.

### Drug guide

A list of **prescription** drugs and devices established by us or an affiliate. It does not include all **prescription** drugs and devices. This list can be reviewed and changed by us or an affiliate. A copy is available at your request. Go to <https://www.aetna.com/individuals-families/find-a-medication.html>.

### Emergency medical condition

A severe condition that:

- Comes on suddenly
- Are acute symptoms, including active labor
- Leads you reasonably believe that, without immediate care, it could result in:
  - Danger to life or health
  - Loss of a bodily function

- Loss of function to a body part or organ
- Danger to the health of an unborn baby

## Emergency services

Treatment given in a **hospital's** emergency room. This includes evaluation of and treatment to stabilize the **emergency medical condition**.

## Experimental or investigational

Drugs, treatments or tests not yet accepted by **physicians** or by insurance plans as standard treatment. They may not be proven as effective or safe for most people.

## Formulary exclusions list

A list of **prescription** drugs not covered under the plan. This list is subject to change.

## Generic prescription drug

An FDA-approved drug with the same intended use as the brand-name product. It offers the same:

- Dosage
- Safety
- Strength
- Quality
- Performance

## Health professional

A person who is authorized by law to provide health care services to the public; for example, **physicians**, nurses and physical therapists.

## Home health care agency

An agency authorized by law to provide home health services, such as skilled nursing and other therapeutic services.

## Hospital

An institution licensed as a **hospital** by applicable law, and accredited by The Joint Commission (TJC). This is a place that offers medical care. Patients can **stay** overnight for care. Or they can be treated and leave the same day. All **hospitals** must meet set standards of care. They can offer general or acute care. They can also offer service in one area, like rehabilitation.

## Infertile, infertility

A disease defined by the failure to become pregnant:

- For a female with a male partner, after:
  - 1 year of frequent, unprotected heterosexual sexual intercourse if under the age of 35
  - 6 months of frequent, unprotected heterosexual sexual intercourse if age 35 or older
- For a female without a male partner, after:
  - At least 12 cycles of donor insemination if under the age of 35
  - 6 cycles of donor insemination if age 35 or older
- For a male without a female partner, after:
  - At least 2 abnormal semen analyses obtained at least 2 weeks apart
- For an individual or their partner who has been clinically diagnosed with gender identity disorder

## Jaw joint disorder

This is:

- A temporomandibular joint (TMJ) dysfunction or any similar disorder of the jaw joint
- A myofascial pain dysfunction (MPD) of the jaw
- Any similar disorder in the relationship between the jaw joint and the related muscles and nerves

## Mail order pharmacy

A pharmacy where **prescription** drugs are legally dispensed by mail or other carrier.

## Maximum out-of-pocket limit

The **maximum out-of-pocket limit** is the most a covered person will pay per year in **copayments**, **coinsurance** and **deductible**, if any, for **covered services**.

## Medically necessary, medical necessity

Health care services that we determine a **provider**, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that we determine are:

- In accordance with generally accepted standards of medical practice
- Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease
- Not primarily for the convenience of the patient, **physician**, or other health care **provider**
- Not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease

Generally accepted standards of medical practice means:

- Standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community
- Following the standards set forth in our clinical policies and applying clinical judgment

## Mental health disorder

A **mental health disorder** is a condition that falls under any of the diagnostic categories listed in the mental and behavioral disorders chapter of the most recent edition of the *International Classification of Diseases* (ICD) or that is listed in the most recent version of the DSM. Changes in terminology, organization, or classification of **mental health disorders** in future versions of the DSM or ICD shall not affect the conditions covered in this section as long as a condition is commonly understood to be a **mental health disorder** by **providers** practicing in relevant clinical specialties.

## Negotiated charge

See *How your plan works – What the plan pays and what you pay*.

## Network provider

A **provider** listed in the directory for your plan. A NAP **provider** listed in the NAP directory is not a **network provider**.

## Out-of-network provider

A **provider** who is not a **network provider**, or a **network provider** that is seen without a **referral**.



## Physician

A **health professional** trained and licensed to practice and prescribe medicine under the laws of the state where they practice; specifically, doctors of medicine or osteopathy. Under some plans, a **physician** can also be a **primary care physician (PCP)**.

## Precertification, precertify

Pre-approval that you or your **provider** receives from us before you receive certain **covered services**. This may include a determination by us as to whether the service is **medically necessary** and eligible for coverage.

## Preferred drug

A **prescription** drug or device that may have a lower out-of-pocket cost than a non-preferred drug.

## Prescription

This is an instruction written by a **physician** that authorizes a patient to receive a service, supply, medicine or treatment.

## Primary care physician (PCP)

A **physician** who:

- The directory lists as a **PCP**
- Is selected by a person from the list of **PCPs** in the directory
- Supervises, coordinates and provides initial care and basic medical services to a person
- Initiates **referrals** for **specialist** care, if required by the plan, and maintains continuity of patient care
- Shows in our records as your **PCP**

A **PCP** can be any of the following **providers**:

- General practitioner
- Family **physician**
- Internist
- Pediatrician
- OB, GYN, and OB/GYN
- Medical group (primary care office)

## Provider

A **physician, health professional, person, or facility**, licensed or certified by law to provide health care services to you. If state law does not specifically provide for licensure or certification, they must meet all Medicare approval standards even if they don't participate in Medicare.

## Psychiatric hospital

An institution licensed or certified as a **psychiatric hospital** by applicable laws to provide a program for the diagnosis, evaluation, and treatment of alcoholism, drug abuse or **mental health disorders** (including **substance related disorders**).

## Referral

This is a written or electronic authorization made by your **PCP** to direct you to a **network provider** for **medically necessary** services and supplies.

## Residential treatment facility

An institution specifically licensed as a **residential treatment facility** by applicable laws to provide for mental health or **substance related disorder** residential treatment programs. It is credentialed by us or is accredited by one of the following agencies, commissions or committees for the services being provided:

- The Joint Commission (TJC)
- The Committee on Accreditation of Rehabilitation Facilities (CARF)
- The American Osteopathic Association's Healthcare Facilities Accreditation Program (HFAP)
- The Council on Accreditation (COA)

In addition to the above requirements, an institution must meet the following:

For residential treatment programs treating **mental health disorders**:

- A **behavioral health provider** must be actively on duty 24 hours/day for 7 days/week
- The patient must be treated by a psychiatrist at least once per week
- The medical director must be a psychiatrist
- It is not a wilderness treatment program (whether or not the program is part of a licensed **residential treatment facility** or otherwise licensed institution)

For substance related residential treatment programs:

- A **behavioral health provider** or an appropriately state certified professional (CADC, CAC, etc.) must be actively on duty during the day and evening therapeutic programming
- The medical director must be a **physician**
- It is not a wilderness treatment program (whether or not the program is part of a licensed **residential treatment facility** or otherwise licensed institution)

For **detoxification** programs within a residential setting:

- An R.N. must be onsite 24 hours/day for 7 days/week within a residential setting
- Residential care must be provided under the direct supervision of a **physician**

## Retail pharmacy

A community pharmacy that dispenses outpatient **prescription** drugs at retail prices.

## Room and board

A facility's charge for your overnight **stay** and other services and supplies expressed as a daily or weekly rate.

## Semi-private room rate

An institution's **room and board** charge for most beds in rooms with 2 or more beds. If there are no such rooms, we will calculate the rate based on the rate most commonly charged by similar institutions in the same geographic area.

## Skilled nursing facility

A facility specifically licensed as a **skilled nursing facility** by applicable laws to provide skilled nursing care. **Skilled nursing facilities** also include:

- Rehabilitation **hospitals**
- Portions of a rehabilitation **hospital**
- A **hospital** designated for skilled or rehabilitation services

**Skilled nursing facility** does not include institutions that provide only:

- Minimal care
- Custodial care
- Ambulatory care
- Part-time care

It does not include institutions that primarily provide for the care and treatment of **mental health disorders** or **substance related disorders**.

## **Skilled nursing services**

Services provided by a registered nurse or licensed practical nurse within the scope of their license.

## **Specialist**

A **physician** who practices in any generally accepted medical or surgical sub-specialty.

## **Specialty prescription drugs**

These are **prescription** drugs that include typically high-cost drugs that require special handling, special storage or monitoring and may include things such as oral, topical, inhaled and injected routes of administration. You can contact us to access the list of specialty drugs, including biosimilar **prescription** drugs.

## **Specialty pharmacy**

This is a pharmacy designated by us as a **network pharmacy** to fill **prescriptions** for **specialty prescription drugs**.

## **Stay**

A full-time inpatient confinement for which a **room and board** charge is made.

## **Step therapy**

A form of **precertification** under which certain **prescription** drugs are excluded from coverage, unless a first-line therapy drug is used first by you. The list of **step therapy** drugs is subject to change by us or an affiliate. An updated copy of the list of drugs subject to **step therapy** is available upon request or on our website at <https://www.aetna.com/individuals-families/find-a-medication.html>.

## **Substance related disorder**

A **substance related disorder** is a condition that falls under any of the diagnostic categories listed in the mental and behavioral disorders chapter of the most recent edition of the *International Classification of Diseases* (ICD) or that is listed in the most recent version of the DSM. Changes in terminology, organization, or classification of **substance related disorder** in future versions of the DSM or ICD shall not affect the conditions covered in this section as long as a condition is commonly understood to be a **substance related disorder** by **providers** practicing in relevant clinical specialties.

## **Surgery, surgical procedure**

The diagnosis and treatment of injury, deformity and disease by manual and instrumental means, such as:

- Cutting
- Abrading
- Suturing
- Destruction

- Ablation
- Removal
- Lasering
- Introduction of a catheter (e.g., heart or bladder catheterization) or scope (e.g., colonoscopy or other types of endoscopy)
- Correction of fracture
- Reduction of dislocation
- Application of plaster casts
- Injection into a joint
- Injection of sclerosing solution
- Otherwise physically changing body tissues and organs

## Telemedicine

A consultation between you and a **provider** who is performing a clinical medical or behavioral health service that can be provided electronically by:

- Two-way audiovisual teleconferencing
- Telephone calls
- Any other method required by law

## Terminal illness

A medical prognosis that you are not likely to live more than 6-24 months.

## Urgent condition

An illness or injury that requires prompt medical attention but is not a life-threatening **emergency medical condition**.

## Value prescription drugs

A group of medications determined by us that may be available at a reduced **copayment** or **coinsurance** and are noted on the **drug guide**.

## Walk-in clinic

A health care facility that provides limited medical care on a scheduled and unscheduled basis. A **walk-in-clinic** may be located in, near or within a:

- Drug store
- Pharmacy
- Retail store
- Supermarket

The following are not considered a **walk-in-clinic**:

- Ambulatory surgical center
- Emergency room
- **Hospital**
- Outpatient department of a **hospital**
- Physician's office
- Urgent care facility

## **Important Information about the Affordable Care Act (ACA)**

### **Non-discrimination Rule**

The Office of Civil Rights recently issued a Non-discrimination Rule in response to Section 1557 of the Affordable Care Act (ACA). Section 1557 prohibits discrimination because of race, color, national origin, sex, age or disability in health-related insurance or other health-related coverage. This applies to Aetna. Changes to health insurance plans are effective on the first day of the policy or plan year beginning on or after January 1, 2017.

Some language changes may not be in the enclosed certificate of coverage or policy. This may be because the language is still under official review for approval. See the *Important note* below for how this affects your policy or plan.

**Important note:**

We will comply with the requirements of the Rule for all new and renewing policies or plans with an effective date on or after January 1, 2017.

Below is a summary of some of the recent Non-discrimination Rule changes.

An insurer covered by the Rule that provides or administers health-related insurance or other health-related coverage:

- Shall not:
  - Cancel, limit or refuse to issue or renew a policy or plan
  - Deny or limit coverage of a claim
  - Apply additional cost sharing

to a person because of race, color, national origin, sex, age, or disability.

- Shall not:
  - Deny or limit coverage
  - Deny or limit coverage of a claim
  - Apply additional cost sharing

to a transgender person, if it results in discrimination against that person.

- Shall not exclude or limit health services related to gender transition.

**Aetna is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies, including Aetna Life Insurance Company, Coventry Health Care plans and their affiliates. Aetna companies that receive funds from the federal Department of Health and Human Services are subject to the Rule.**

## **Your Health Insurance Choices Are Different. You May Qualify for Free or Low-Cost Health Insurance.**

Because of changes in federal law, you have different health insurance choices that may save you money.

### **Covered California**

You can buy health insurance through Covered California. The State of California set up Covered California to help people and families, like you, find affordable health insurance. You can use Covered California if you do not have insurance through your employer, or Medicare. You can also apply for Medi-Cal through Covered California.

If you are eligible for the Medicare Program you should examine your options carefully, as delaying Medicare enrollment may result in substantial financial implications.

You must apply during an open or special enrollment period, except a Medi-Cal application can be made at any time. Open enrollment begins on October 15 of every year and ends on January 31 of the following year. If you have a life change such as marriage, divorce, a new child or loss of a job, you can apply at the time the life change occurs (“special enrollment period”).

Through Covered California, you may also get help paying for your health insurance. You can:

- Reduce your out of pocket costs: Out-of-pocket costs are how much you pay for things like going to the doctor or hospital or getting prescription drugs.

To qualify for help paying for insurance, you must:

- Meet certain household income limits; and
- Be a U.S. citizen, U.S. national or be lawfully present in the U.S.
- In addition, other rules and requirements apply.

You can also buy coverage directly from health insurers, health plans or insurance agents during Open Enrollment and Special Enrollment periods, but the financial help is available only if you select a Covered California product.

### **Medi-Cal**

Free or low-cost health insurance is available through Medi-Cal. Medi-Cal is California’s health care program for people with low incomes. You can get Medi-Cal if:

- Your income is low; and
- You are a U. S. citizen, U.S. national or lawfully present in the U.S age 26 and older;
- Your income is low; and
- You are an adult age 19 through 25 who does not have satisfactory immigration status or is unable to establish satisfactory immigration status or to verify United States citizenship.

Your eligibility is based on your income. It is not based on how much money you have saved or if you own your own home. You do not have to be on public assistance to qualify for Medi-Cal. You can apply for Medi-Cal anytime.

You can also get Medi-Cal if you are:

- Age 21 or younger
- Age 65 or older
- Blind
- Disabled
- Pregnant
- In a skilled nursing or intermediate care home
- On refugee status for a limited time, depending how long you have been in the United States
- A parent or caretaker relative of an age eligible child
- Have been screened for breast and/or cervical cancer

Other rules or requirements may apply.

### **For More Information**

To learn more about Covered California or Medi-Cal, visit <https://www.coveredca.com/> or call 1-800-300-1506. When you apply for coverage through Covered California, you will find out if you are eligible for Medi-Cal. You can also get more information or apply for Medi-Cal by calling 1-800-430-4263, visiting [www.benefitscal.org](http://www.benefitscal.org) or [www.beneficioscal.org](http://www.beneficioscal.org) (Spanish) online, or visiting your county human services office in person.

## AETNA HEALTH OF CALIFORNIA INC.

### Infertility treatment - advanced reproductive technology (excludes fertility preservation)

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Rider effective date: September 01, 2022

This Advanced Reproductive Technology (ART) rider is added to your evidence of coverage (EOC). It describes your ART services benefit. This rider is subject to all other requirements described in your EOC, including general exclusions and defined terms.

#### Coverage and exclusions

##### Covered services

ART services are more advanced medical procedures or treatments performed to help a woman become pregnant. **Covered services** include the following services provided by a network ART **specialist**:

- Any combination of:
  - In vitro fertilization (IVF) (excludes fertility preservation)
  - Zygote intrafallopian transfer (ZIFT)
  - Gamete intrafallopian transfer (GIFT)
  - Cryopreserved (frozen) embryo transfers (FET)]
- Charges associated with your care when you receive a donor egg or embryo in a donor IVF cycle. These services include culture and fertilization of the egg from the donor and transfer of the embryo into you.
- Charges associated with your care when using a gestational carrier including egg retrieval and culture and fertilization of your eggs that will be transferred into a gestational carrier. Services for the gestational carrier, including transfer of the embryo into the carrier, are not covered. (See exclusions, below.)

**Important note:** In some plans with limits on the number of cycles of IVF covered, “one” cycle of IVF may be considered as one elective single embryo transfer (ESET) cycle followed consecutively by a frozen single embryo transfer cycle. This cycle definition applies only to individuals who meet the criteria for ESET, as determined by our NIU, and for whom the initial ESET cycle did not result in a documented fetal heartbeat.

##### How to find a network ART specialist and facility

The first step to using your ART services is enrolling with our National Infertility Unit (NIU) by calling 1-800-575-5999. Our NIU is here to help you. It is staffed by a dedicated team of registered nurses and **infertility** coordinators. They have expertise in all areas of **infertility** and can help with enrollment, **precertification** and eligibility.

You can find a network ART **specialist** and facility in these ways:

- See the *Contact us* section of the certificate.
- From our NIU. They can provide you with information about our **infertility** Institutes of Excellence™ facilities.

Your **network provider** will request approval from us in advance for your ART services and fertility preservation services.



## Who is eligible for ART services?

You are eligible for ART services if:

- You or your partner have been diagnosed with **infertility**
- You have exhausted comprehensive **infertility** services benefits or have a clinical need to move on to ART procedures
- You have met the requirement for the number of months trying to conceive through egg and sperm contact
- Your unmedicated day 3 Follicle Stimulating Hormone (FSH) level meets the criteria described in the chart below

### Unmedicated day 3 FSH level criteria

You have been diagnosed with <b>infertility</b> and are	Number of donor artificial insemination cycles (not paid for by plan)	You have had an unmedicated day 3 FSH test done within the past	The results of your unmedicated day 3 FSH test
A female under 35 years of age with or without a male partner	At least 12 cycles	12 months	Less than 19 mIU/mL in your most recent lab test to use your own eggs. If greater than 19 mIU/mL, you can use donor eggs or embryos but not your own eggs.
A female 35 years of age or older with or without a male partner	At least 6 cycles	6 months	If you are under 40, less than 19 mIU/mL in your most recent lab test to use your own eggs. If greater than 19 mIU/mL, you can use donor eggs or embryos but not your own eggs.  If you are age 40 or older, must be less than 19 mIU/mL in all prior tests performed after age 40 to use your own eggs/embryos or donor eggs/embryos.

### Premature ovarian insufficiency

If your **infertility** has been diagnosed as premature ovarian insufficiency (POI), as described in our clinical policy bulletin, you are eligible for ART services using donor eggs/embryos through age 45 regardless of FSH level.

### Exclusions

The following are not **covered services**:

- Thawing of eggs, embryos, or sperm or reproductive tissue.
- All charges associated with or in support of surrogacy arrangements for you or the surrogate. A surrogate is a female carrying her own genetically related child with the intention of the child being raised by someone else, including the biological father.
- Home ovulation prediction kits or home pregnancy tests.
- The purchase of donor embryos, donor oocytes or donor sperm.
- The donor's care in a donor egg cycle. This includes, but is not limited to, screening fees, lab test

fees and charges associated with donor care as part of donor egg retrievals or transfers.

- A gestational carrier’s care, including transfer of the embryo to the carrier.
- Obtaining sperm from a person not covered under this plan.
- **Infertility** treatment when a successful pregnancy could have been obtained through less costly treatment.
- Injectable **infertility** medication, including but not limited to menotropins, hCG, and GnRH agonists.

## Schedule of benefits

This schedule of benefits lists the **deductibles**, limits and **copayments** or **coinsurance**, if any apply to the **covered services** you receive under this rider. This rider is subject to the requirements described in your plan schedule of benefits unless otherwise noted below.

### Important note

All covered services described in this rider are subject to the annual **deductible**, **maximum out-of-pocket**, limits, **copayment** or **coinsurance** described in the medical plan schedule of benefits unless otherwise noted below.

## Deductible, copayments, coinsurance and maximums

### Outpatient services

Description	In-network
Performed at an ART <b>specialist</b> office	\$25 per visit no <b>deductible</b> applies
Performed at a <b>hospital</b> outpatient department	\$25 per visit no <b>deductible</b> applies
Performed at an outpatient facility other than a <b>hospital</b> outpatient department	\$25 per visit no <b>deductible</b> applies

### Limits

Description	In-network
Maximum number of cycles per lifetime	2
For this benefit, "lifetime" means covered benefits paid under this plan or another Aetna or Aetna affiliate plan, with the same contract holder	

# AETNA HEALTH OF CALIFORNIA INC. RIDER

## Infertility treatment - comprehensive infertility

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Rider effective date: September 01, 2022

This comprehensive **infertility** rider is added to your evidence of coverage (EOC). It describes your comprehensive **infertility** benefit. This rider is subject to all other requirements described in your EOC, including general exclusions and defined terms.

### Coverage and exclusions

#### Covered services

**Covered services** include the following **infertility** services provided by a network **infertility specialist**:

- Ovulation induction cycle(s) while on menotropin medications
- Intrauterine/intracervical insemination

A “cycle” is an attempt at ovulation induction while on menotropin medications or any cycle that uses intrauterine/intracervical insemination. The cycle begins with the initiation of therapy and ends when the treatment is followed by confirmation of non-pregnancy (either a negative pregnancy test or a menstrual period). In the case of the achievement of pregnancy, a cycle is considered completed at 6 weeks following a positive pregnancy test. Each treatment type is counted as a separate cycle.

#### How to find a network infertility specialist and facility

The first step to using your comprehensive **infertility** health care services is enrolling with our National Infertility Unit (NIU) by calling 1-800-575-5999. Our NIU is here to help you. It is staffed by a dedicated team of registered nurses and **infertility** coordinators. They have expertise in all areas of **infertility** and can help with enrollment, **precertification** and eligibility.

Your **network provider** will request approval from us in advance for your **infertility** services.

#### Who is eligible for infertility services?

You are eligible for these services if:

- You or your partner have been diagnosed with **infertility**
- You have met the requirement for the number of months trying to conceive through egg and sperm contact
- Your unmedicated day 3 Follicle Stimulating Hormone (FSH) level meets the following criteria:

### Unmedicated day 3 FSH level criteria

You have been diagnosed with <b>infertility</b> and are	Number of donor artificial insemination cycles (not paid for by plan)	You have had an unmedicated day 3 FSH test done within the past	The results of your unmedicated day 3 FSH test
A female under 35 years of age with or without a male partner	At least 12 cycles	12 months	Less than 19 mIU/mL in your most recent lab test
A female 35 years of age or older with or without a male partner	At least 6 cycles	6 months	If you are under 40, less than 19 mIU/mL in your most recent lab test  If you are age 40 or older, must be less than 19 mIU/mL in all prior tests performed after age 40

### Exclusions

The following are not **covered services**.

- All **infertility** services associated with or in support of an Assisted Reproductive Technology (ART) cycle. These include, but are not limited to:
  - Imaging, laboratory services, professional services
  - In vitro fertilization (IVF)
  - Zygote intrafallopian transfer (ZIFT) (excludes fertility preservation)
  - Gamete intrafallopian transfer (GIFT)
  - Cryopreserved embryo transfers
  - Gestational carrier cycles
  - Any related services, products or procedures (such as intracytoplasmic sperm injection (ICSI) or ovum microsurgery)
- Thawing of eggs, embryos, or sperm or reproductive tissue, unless due to iatrogenic **infertility**.
- All charges associated with or in support of surrogacy arrangements for you or the surrogate. A surrogate is a female carrying her own genetically related child with the intention of the child being raised by someone else, including the biological father.
- Home ovulation prediction kits or home pregnancy tests.
- The purchase of donor embryos, donor oocytes or donor sperm.
- Obtaining sperm from a person not covered under this plan.
- **Infertility** treatment when either partner has had voluntary sterilization **surgery**, with or without **surgical** reversal, regardless of post reversal results. This includes tubal ligation, hysterectomy and vasectomy only if obtained as a form of voluntary sterilization.
- Injectable **infertility** medication, including but not limited to menotropins, hCG, and GnRH agonists.

### Schedule of benefits

This schedule of benefits lists the **deductibles**, limits and **copayments** or **coinsurance**, if any that apply to the services you receive under this rider. This rider is subject to the requirements described in your plan schedule of benefits unless otherwise noted below.

#### Important note

All **covered services** described in this rider are subject to the annual **deductible, out-of-pocket**

**maximum**, limits, **copayment** or **coinsurance** described in the medical plan schedule of benefits unless otherwise noted below.

## Deductible, copayments, coinsurance and maximums

### Outpatient services

Description	In-network
Performed at an <b>infertility specialist</b> office	\$25 per visit no <b>deductible</b> applies
Performed at a <b>hospital</b> outpatient department	\$25 per visit no <b>deductible</b> applies
Performed at an outpatient facility other than a <b>hospital</b> outpatient department	\$25 per visit no <b>deductible</b> applies

### Limits

Description	In-network
Maximum number cycles per lifetime	6
For this benefit, "lifetime" means covered benefits paid under this plan or another <b>Aetna</b> or <b>Aetna</b> affiliate plan, with the same contract holder	
Maximum number of cycles per lifetime	6
For this benefit, "lifetime" means covered benefits paid under this plan or another <b>Aetna</b> or <b>Aetna</b> affiliate plan, with the same contract holder	

# Aetna Health of California Inc. Rider

## Prescription drug plan

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Rider effective date: September 01, 2022

This **prescription** drug plan rider is added to your evidence of coverage (EOC). It describes your **prescription** drug benefits. This rider is subject to all other requirements described in your certificate, including general exclusions and defined terms.

### What you need to know about the prescription drug plan

Read this rider carefully so you will know:

- How to access network pharmacies
- How to get an emergency **prescription** filled
- Coverage and exclusions
- How to access your benefit
- Where your schedule of benefits fits in
- **Precertification** requirements that apply
- Utilization review
- Requesting a medical exception
- General provisions – other things you should know
- How to read your schedule of benefits

### How to access your benefit

This plan doesn't cover all **prescription** drugs and some coverage may be limited. This doesn't mean you can't get **prescription** drugs that aren't covered; you can, but you have to pay for them yourself. For more information, see the schedule of benefits.

#### **Important note:**

A pharmacist may refuse to fill a **prescription** order or refill when, in their professional judgement, the **prescription** should not be filled.

Your plan provides standard safety checks to encourage safe and appropriate use of medications. These checks are intended to avoid adverse events and align with the medication's FDA-approved prescribing information and current published clinical guidelines and treatment standards. These checks are routinely updated as new medications come to market and as guidelines and standards are updated.

We base your **prescription** drug plan on the drugs in the **drug guide**. We exclude **prescription** drugs listed on the **formulary exclusions list** unless we approve a medical exception. If it is **medically necessary** for you to use a **prescription** drug that is not on this **drug guide**, you or your **provider** must request a medical exception. See the *Requesting a medical exception* section for more information.

### How to access network pharmacies

#### How to find a network pharmacy

You can find a network pharmacy online or by phone. See the *Contact us* section in your EOC for how. You may go to any of our network pharmacies. If you don't get your **prescription** at a network pharmacy, it will not be a **covered service** under the plan.

Network pharmacies include a:

- **Retail pharmacy**
- **Mail order pharmacy**
- **Specialty pharmacy**

### **When the pharmacy you use leaves the network**

When your pharmacy leaves the network, you will have to get your **prescriptions** at another network pharmacy. You can use your **provider** directory or call the number on your ID card to find and select another network pharmacy in your area.

### **How to get an emergency prescription filled**

You may not have access to a network pharmacy in an emergency or urgent situation or you may be traveling outside of your plan’s **service area**. If you must fill a **prescription** in any of these situations, we will reimburse you as shown in the table below:

<b>Type of pharmacy</b>	<b>Your cost share will be</b>
A network pharmacy	The plan cost share
Out-of-network pharmacy	The full cost of the <b>prescription</b>

When you pay the full cost of the **prescription** at an out-of-network pharmacy:

- You will fill out and send a **prescription** drug refund form to us, including all itemized pharmacy receipts
- Coverage will be limited to items obtained in connection with the out-of-area emergency or urgent situation
- Submission of the refund form doesn’t guarantee a refund. If approved, you will be reimbursed the cost of the **prescription** less your network cost share

### **Coverage and exclusions**

#### **Providing covered services**

Your **prescription** drug plan provides **covered services**. Your **provider** can give you a **prescription** in different ways including:

- A written **prescription** that you take to a network pharmacy
- Calling or e-mailing a **prescription** to a network pharmacy
- Submitting the **prescription** to a network pharmacy electronically

For covered pharmacy services:

- You need a **prescription** from the prescribing **provider**
- You need to show your ID card to the network pharmacy when you get a **prescription** filled

#### **Prescription drug synchronization**

If you are prescribed multiple maintenance medications and would like to have them each dispensed on the same fill date for your convenience, your network pharmacy can coordinate that for you. This is called synchronization. We will apply a prorated daily cost share rate, to a partial fill of a maintenance drug, if needed, to synchronize your **prescription** drugs.

### **Covered services**

#### **Anti-cancer drugs taken by mouth, including chemotherapy drugs**

**Covered services** include any drug prescribed for the treatment of cancer if it is recognized in a standard reference publication or recommended in the medical literature for this use. This applies even if the drug is not approved by the U.S. Food and Drug Administration (FDA) for the same use.

## Contraceptives (birth control)

For females who are able to become pregnant, your **prescription** drug plan covers certain drugs and devices that the FDA has approved to prevent pregnancy. You will need a **prescription** from your **provider** and must submit the **prescription** to the pharmacy for processing. At least one form of each FDA-approved contraception methods is a **covered service**. You can access a list of covered drugs and devices. See the *Contact us* section for how.

We also cover over-the-counter (OTC) and **generic prescription drugs** and devices for each method of birth control approved by the FDA at no cost to you. If a generic drug or device is not available for a certain method, we will cover the **brand name prescription drug** or device at no cost share.

### Preventive contraceptives important note:

You may qualify for a medical exception if your **provider** determines that the contraceptives covered as preventive **covered services** under the plan are not medically appropriate for you. Your **provider** may request a medical exception and submit it to us for review.

## Diabetic supplies

**Covered services** include items such as:

- Alcohol swabs
- Blood glucose calibration liquid
- Diabetic syringes, needles and pens
- Continuous glucose monitors
- Insulin infusion disposable pumps
- Lancet devices and kits
- Test strips for blood glucose, ketones, urine

See the *Diabetic services, supplies, equipment, and self-care programs* section of the certificate for medical **covered services**.

## Immunizations

**Covered services** include preventive immunizations as required by the Affordable Care Act guidelines when administered at a network pharmacy. You can call the number on your ID card to find a participating network pharmacy. You should contact the pharmacy for vaccine availability, as not all pharmacies will stock all available vaccines.

## Infertility drugs

**Covered services** include oral **prescription** drugs used primarily for the purpose of treating the underlying medical cause of **infertility**.

## Obesity drugs

**Covered services** include **prescription** drugs used only for the purpose of weight loss. These are sometimes called anti-obesity agents. You must have a **prescription** and get it filled at a network pharmacy.

You must be diagnosed by your **provider**, including a physical exam and outpatient diagnostic lab work, with morbid obesity.

## Off-label use

Covered services may include off-label use of FDA-approved prescription drugs when it is not approved for your condition. Eligibility for coverage is subject to the following:



- The drug must be accepted as safe and effective to treat your condition as stated in:
  - American Society of Health-System Pharmacists Drug Information (AHFS Drug Information)
  - Thomson Micromedex DrugDex System (DrugDex)
  - Clinical Pharmacology (Gold Standard, Inc.)
  - The National Comprehensive Cancer Network (NCCN) Drug and Biologics Compendium
- Use for your condition and the dosage has been proven as safe and effective by at least one well-designed controlled clinical trial, and published in a peer reviewed medical journal known throughout the U.S.
- Your dosage of a drug is equal to the dosage for the same condition as suggested in the FDA-approved labeling or by one of the standard references stated above

Services related to off-label use of these drugs may:

- Require precertification
- Require **step therapy**
- Have additional requirements
- Have limits

### Over-the-counter drugs

**Covered services** include certain OTC medications, as determined by the plan. Coverage of these medications requires a **prescription**. You can access a list of these OTC medications. See the *Contact us* section for how.

### Preventive care drugs and supplements

**Covered services** include preventive care drugs and supplements, including OTC drugs and supplements, as required by the ACA.

### Risk reducing breast cancer prescription drugs

**Covered services** include **prescription** drugs used to treat people who are at:

- Increased risk for breast cancer
- Low risk for adverse medication side effects

### Sexual dysfunction or enhancement drugs

**Covered services** include **prescription** drugs for the treatment of sexual dysfunction or enhancement. See the *Contact us* section for how to find the most up-to-date information on dosing.

### Tobacco cessation prescription and OTC drugs

**Covered services** include FDA approved **prescription** and OTC drugs to help stop the use of tobacco products. You must receive a **prescription** from your **provider** and submit the **prescription** to the pharmacy for processing.

### Exclusions

The following are not **covered services**:

- Allergy sera and extracts given by injection
- Any services related to providing, injecting or application of a drug
- Compounded **prescriptions** containing bulk chemicals not approved by the FDA including compounded bioidentical hormones
- Cosmetic drugs including medication and preparations used for cosmetic purposes
- Devices, products and appliances unless listed as a **covered service**

- Dietary supplements
- Drugs or medications
  - Administered or entirely consumed at the time and place they are prescribed or provided
  - Which do not require a **prescription** by law, even if a **prescription** is written
  - That include the same active ingredient or a modified version of an active ingredient as a covered **prescription** drug unless we approve a medical exception
  - That are therapeutically the same or an alternative to a covered **prescription** drug, unless we approve a medical exception
  - That are therapeutically the same or an alternative to an OTC drug unless we have approved a medical exception
  - Not approved by the FDA or not proven safe or effective
  - Provided under your medical plan while inpatient at a healthcare facility
  - Recently approved by the FDA but not reviewed by our Pharmacy and Therapeutics Committee
  - That include vitamins and minerals unless recommended by the United States Preventive Services Task Force (USPSTF)
  - That are used to treat sexual dysfunction, enhance sexual performance or increase sexual desire including drugs, implants, devices or preparations to correct or enhance erectile function, enhance sensitivity or alter the shape or appearance of a sex organ unless listed as a **covered service**
  - That are used for the purpose of weight gain or loss including but not limited to stimulants, preparations, foods or diet supplements, dietary regimens and supplements, food or food supplements, appetite suppressants or other medications, unless you are diagnosed by your **provider** with morbid obesity
  - That are drugs or growth hormones used to stimulate growth and treat idiopathic short stature unless there is evidence that the member meets one or more clinical criteria detailed in our **precertification** and clinical policies
- Duplicative drug therapy, for example, two antihistamines for the same condition
- Genetic care including:
  - Any treatment, device, drug, service or supply to alter the body's genes, genetic makeup or the expression of the body's genes.
- Immunizations related to travel or work
- Immunization or immunological agents except as specifically stated in the schedule or the certificate
- Implantable drugs and associated devices except as specifically stated in the schedule or the certificate
- **Infertility:**
  - Injectable **prescription** drugs used primarily for the treatment of **infertility**
- Injectables including:
  - Any charges for the administration or injection of **prescription** drugs
  - Needles and syringes except for those used for insulin administration
  - Any drug which, due to its characteristics as determined by us, must typically be administered or supervised by a qualified **provider** or licensed certified health professional in an outpatient setting with the exception of Depo Provera and other injectable drugs for contraception
- Off-label drug use except for indications recognized through peer-reviewed medical literature
- **Prescription** drugs:
  - That are ordered by a dentist or prescribed by an oral surgeon in relation to the removal of teeth or **prescription** drugs for the treatment to a dental condition

- That are considered oral dental preparations and fluoride rinses except pediatric fluoride tablets or drops as specified on the plan’s **drug guide**
- That are being used or abused in a manner that is determined to be furthering an addiction to a habit-forming substance, the use of or intended use of which is illegal, unethical, imprudent, abusive, not **medically necessary** or otherwise improper and drugs obtained for use by anyone other than the member as identified on the ID card
- Replacement of lost or stolen **prescriptions**
- Test agents except diabetic test agents
- Treatment, drug, service or supply to stop or reduce smoking or the use of tobacco products or to treat or reduce nicotine addiction, dependence or craving including medications, nicotine patches and gum unless recommended by the USPSTF
- We reserve the right to exclude:
  - A manufacturer’s product when the same or similar drug (one with the same active ingredient or same therapeutic effect), supply or equipment is on the plan’s **drug guide**
  - Any dosage or form of a drug when the same drug is available in a different dosage or form on the plan’s **drug guide**

## Pharmacy types

### Retail pharmacy

A **retail pharmacy** may be used for up to a 90 day supply of **prescription** drugs. A network **retail pharmacy** will submit your claim. You will pay your cost share directly to the pharmacy. There are no claim forms to complete or submit.

### Mail order pharmacy

The drugs available through mail order are maintenance drugs that you take on a regular basis for a chronic or long-term medical condition. Each **prescription** and refill is limited to a maximum 90 day supply.

### Specialty pharmacy

We cover **specialty prescription drugs** when filled through a network **retail** or **specialty pharmacy**. Each **prescription** is limited to a maximum 30 day supply. You can view the list of **specialty prescription drugs**. See the *Contact us* section for how.

All **specialty prescription drug** fills including the initial fill must be filled at a network **specialty pharmacy** unless it is an urgent situation.

### Partial fills

A partial fill of a Schedule II controlled substance may be dispensed when you or your prescriber request it. Your cost share will be prorated accordingly.

## Where your schedule of benefits fits in

You are responsible for paying your part of the cost share for **prescription** drugs covered under the plan. This schedule of benefits lists the **deductibles**, limits and **copayments** or **coinsurance**, if any, that apply to the **covered services** you receive under the **prescription** drug plan.

Your **prescription** drug costs are based on:

- The type of **prescription** you’re prescribed
- Where you fill the **prescription**

The plan may make some **brand name prescription drugs** available to you at the **generic prescription drug** cost share.

### **Precertification requirements that apply**

For certain drugs, your **provider** needs to get approval from us before we will cover the drug. This is called **precertification**. The requirement for getting approval in advance guides appropriate use of certain drugs and makes sure they are **medically necessary**. We will tell your **provider** the decision within 72 hours or within 24 hours when you have an **emergency medical condition**.

**Step therapy** is a type of **precertification** where we require you to first try certain drugs to treat your medical condition before we will cover another drug for that condition. You will find **step therapy prescription** drugs in the **drug guide**.

Call us or go online to get the most up-to-date **precertification** requirements and list of **step therapy** drugs. See the *Contact us* section for how.

### **Utilization review**

**Prescription** drugs covered under this plan are subject to misuse, waste or abuse utilization review by us, your **provider** or your network pharmacy. The outcome of the review may include:

- Limiting coverage of a drug to one prescribing **provider** or one network pharmacy
- Quantity, dosage or day supply limits
- Requiring a partial fill or denial of coverage

### **Requesting a medical exception**

Sometimes you or your **provider** may ask for a medical exception for drugs that are not covered or for which coverage was denied. You, someone who represents you or your **provider** can contact us. You will need to provide us with clinical documentation. Any exception granted is based upon an individual and is a case-by-case decision that will not apply to other members. For directions on how you can submit a request for a review:

- Call the toll-free number on your ID card
- Log in to the Aetna website at <https://www.aetna.com/>
- Submit the request in writing to CVS Health ATTN: Aetna PA, 1300 E Campbell Road, Richardson, TX 75081

You, someone who represents you or your **provider** may seek a quicker medical exception when the situation is urgent. It's an urgent situation when you have a health condition that may seriously affect your life, health, or ability to get back maximum function. It can also be when you are going through a current course of treatment using a non-covered drug.

We will make a coverage decision within 24 hours after we receive your request. We will tell you, someone who represents you and your **provider** of our decision. You can refer to the *Grievance and appeal procedure* section for more information on denial of coverage.

If you had approval for a prescription drug under a prior plan, your prescriber can continue to prescribe the same prescription drug for your medical condition under this plan.

### **General provisions – other things you should know**

Some **prescription** drugs are subject to quantity limits. This helps your **provider** and pharmacy ensure your **prescription** drug is being used correctly and safely. We rely on medical guidelines, FDA-approved recommendations and other criteria developed by us to set these limits.

Any **prescription** drug made to work beyond one month shall require the **copayment** amount that equals the expected duration of the medication.

The pharmacy may substitute a **generic prescription drug** for a **brand name prescription drug**. Your cost share may be less if you use a generic drug when it is available.

Your cost share will not be more than the retail drug price. The amount you pay for the **prescription** drug will apply to your **maximum out-of-pocket limit** and **deductible** if you have one.

## How to read your schedule of benefits

### How your cost share works

- The **deductibles, copayments** and **coinsurance**, if any, listed in the schedule below are the amounts that you pay for **covered services**.
- You are responsible to pay any **deductibles, copayments** and **coinsurance**, if they apply and before the plan will pay for any **covered services**.
- This plan doesn't cover every **prescription** drug. You pay the full amount of any **prescription** drug you get that is not a **covered service**.
- This plan has limits for some **covered services**. For example, these could be visit, day or dollar limits.
- Your cost share may vary if the **covered service** is preventive or not. Ask your **provider** or contact us if you have a question about what your cost share will be.

#### Important note:

All **covered services** are subject to the calendar year **deductible, maximum out-of-pocket**, limits, **copayment** or **coinsurance** described in the medical plan schedule of benefits unless otherwise noted below.

### How your prescription drug deductible works

Your **prescription** drug **deductible** is the amount you pay for **covered services** before the plan starts to pay. This schedule of benefits shows the **prescription** drug **deductible** that applies to your plan. Once you have met the **deductible**, we will start sharing the cost when you get **covered services**. You will continue to pay **copayments** or **coinsurance**, if any, for **covered services** after you meet your **deductible**.

### How your cost share works

Your **copayment** or **coinsurance** is the amount you pay for each **prescription** fill or refill. The schedule of benefits shows you the cost share you need to pay for a specific **prescription** fill or refill. You will pay any cost share directly to the network pharmacy.

### How your prescription drug maximum out-of-pocket limit works

This schedule of benefits shows the **maximum out-of-pocket limits** that apply to your plan. Once you reach your **maximum out-of-pocket limit**, your plan will pay for **covered services** for the remainder of the year.

## Plan features

### Deductible

A separate **deductible** applies to the **prescription** drug plan. You have to meet your **deductible** before this plan pays for benefits.

Deductible type	In-network
Individual	\$150 per calendar year
Family	\$450 per calendar year

### Deductible waiver

The **prescription** drug **deductible** is waived for all **generic, value prescription** drugs filled at a retail and **mail order pharmacy**.

### Deductible and cost share waiver for risk reducing breast cancer prescription drugs

The **prescription** drug **deductible** and the per **prescription** cost share will not apply to risk reducing breast cancer **prescription** drugs when obtained at a network pharmacy. This means they will be paid at 100%.

### Deductible and cost share waiver for contraceptives (birth control)

The **prescription** drug **deductible** and the per **prescription** cost share will not apply to female contraceptive methods when obtained at a network pharmacy. This means they will be paid at 100%. This includes certain OTC and generic contraceptive **prescription** drugs and devices for each of the methods identified by the FDA. If a **generic prescription drug** is not available, the **brand name prescription drug** for that method will be paid at 100%.

The **prescription** drug **deductible** and cost share will apply to **prescription** drugs that have a generic equivalent or alternative available within the same therapeutic drug class obtained at a network pharmacy unless we approve a medical exception. A therapeutic drug class is a group of drugs or medications that have a similar or identical mode of action or are used for the treatment of the same or similar disease or injury.

### Deductible and cost share waiver for tobacco cessation prescription and OTC drugs

The **prescription** drug deductible and the per **prescription** cost share will not apply to treatment programs for tobacco cessation **prescription** and OTC drugs when obtained at a network **retail pharmacy**. This means they will be paid at 100%.

### Maximum out-of-pocket limit

Maximum out-of-pocket type	In-network
Individual	\$3,000 per calendar year
Family	\$6,000 per calendar year

## General coverage provisions

This section explains the **deductible** and **maximum out-of-pocket limits** in this schedule.

### Prescription drug deductible provisions

The **deductible** may not apply to certain **covered services**. You still pay the **copayment** or **coinsurance**, if any, for these **covered services**.

The **deductible** applies to all **prescription drug covered services** except preferred and non-preferred **generic, value prescription drugs** provided by network **pharmacy**.

### **Individual prescription drug deductible**

You pay for **covered services** each year before the plan begins to pay. This individual **deductible** applies separately to you and each covered dependent. After the amount paid reaches the individual **prescription drug deductible**, this plan starts to pay for **covered services** for the rest of the year.

### **Family prescription drug deductible**

You and your covered dependents pay for **covered services** each year before the plan begins to pay. After you reach this family **deductible**, this plan will begin to pay for **covered services** that you and your covered dependents have for the rest of the year.

To satisfy this **deductible** limit for the rest of the year, the combined **covered services** that you and each of your covered dependents incur toward the individual **deductible** must reach this family **prescription drug deductible** limit in a year. When this happens, the individual **deductibles** for you and your covered dependents are met for the rest of the year.

### **Prescription drug maximum out-of-pocket limits provisions**

**Covered services** that are subject to the **maximum out-of-pocket limit** include **covered services** provided under the medical plan and the **prescription drug plan**.

The **maximum out-of-pocket limit** is the most you will pay per year in **copayments, coinsurance and deductible**, if any, for **covered services**. This plan may have an individual and family **maximum out-of-pocket limit**.

### **Individual prescription drug maximum out-of-pocket limit**

Once the amount of the cost share and **deductible** you and your covered dependents pay for **covered services** during the year meets the individual **maximum out-of-pocket limit**, this plan will pay 100% of the eligible charges for **covered services** that apply toward the limit for the rest of the year for that person.

### **Family prescription drug maximum out-of-pocket limit**

After the amount of the cost share and **deductible** you and your covered dependents pay for **covered services** during the year meets this family **maximum out-of-pocket limit**, this plan will pay 100% of the eligible charges for **covered services** that apply toward the limit for the rest of the year for all covered family members.

To satisfy this family **maximum out-of-pocket limit** for the rest of the year, the following must happen:

- The family **maximum out-of-pocket limit** is a cumulative **maximum out-of-pocket limit** for all family members. The family **prescription drug maximum out-of-pocket limit** is met by a combination of family members with no single person in the family contributing more than the individual **maximum out-of-pocket limit** in a year

When this happens, the individual **maximum out-of-pocket limit** is met for the rest of the year.

This plan has an individual and family **prescription drug maximum out-of-pocket limit**.

Certain costs that you have do not apply toward the **maximum out-of-pocket limit**. These include:

- All costs for non-**covered services**



## Covered services

### Preferred generic prescription drugs

Description	In-network
30 day supply at a <b>retail pharmacy</b>	\$15
90 day supply at <b>retail pharmacy</b>	3 times the 30 day amount
90 day supply at <b>mail order pharmacy</b>	\$30
	no <b>deductible</b> applies

### Value prescription drugs

Description	In-network
30 day supply at <b>retail pharmacy</b>	\$3
90 day supply at <b>retail pharmacy</b>	3 times the 30 day amount
90 day supply at a <b>mail order pharmacy</b>	\$6
	no <b>deductible</b> applies

### Preferred brand name prescription drugs

Description	In-network
30 day supply at <b>retail pharmacy</b>	\$35
90 day supply at <b>retail pharmacy</b>	3 times the 30 day amount
90 day supply at a <b>mail order pharmacy</b>	\$70
	after <b>deductible</b>

### Non-preferred generic prescription drugs

Description	In-network
30 day supply at <b>retail pharmacy</b>	\$60
90 day supply at <b>retail pharmacy</b>	3 times the 30 day amount

90 day supply at a <b>mail order pharmacy</b>	\$120
	no <b>deductible</b> applies

### Non-preferred brand name prescription drugs

Description	In-network
30 day supply at <b>retail pharmacy</b>	\$60
90 day supply at <b>retail pharmacy</b>	3 times the 30 day amount
90 day supply at a <b>mail order pharmacy</b>	\$120
	after <b>deductible</b>

### Specialty prescription drugs

Description	In-network
30 day supply at a <b>specialty pharmacy</b> or <b>retail pharmacy</b>	30% but no more than \$250
	after <b>deductible</b>

### Anti-cancer prescription drugs taken by mouth

Description	In-network
30 day supply at <b>retail pharmacy</b>	\$0
90 day supply at <b>retail pharmacy</b>	\$0
90 day supply at <b>mail order pharmacy</b>	\$0
	after <b>deductible</b>

### Contraceptives (birth control)

**Brand name prescription drugs** and devices are covered at 100% when a generic is not available

Description	In-network
90 day supply or 12 month supply of generic and OTC drugs and devices	\$0
90 day supply or 12 month supply of <b>brand name prescription drugs</b> and devices	Paid based on the tier of drug in the schedule

	no <b>deductible</b> applies
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### Diabetic supplies, drugs and insulin

Description	In-network
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30 day supply at <b>retail pharmacy</b>	Paid based on the tier of drug in the schedule
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90 day supply at a <b>retail pharmacy</b>	Paid based on the tier of drug in the schedule
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90 day supply at <b>mail order pharmacy</b>	Paid based on the tier of drug in the schedule
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	after <b>deductible</b>
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### Preventive care drugs and supplements

Description	In-network
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Preventive care drugs and supplements	\$0
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Limit	Subject to any sex, age, medical condition, family history and frequency guidelines in the recommendations of the USPSTF. For a current list of covered drugs and supplements or more information see the <i>Contact us</i> section.
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	no <b>deductible</b> applies
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### Risk reducing breast cancer prescription drugs

Description	In-network
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Risk reducing breast cancer <b>prescription</b> drugs	\$0
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Limit	Subject to any sex, age, medical condition, family history and frequency guidelines in the recommendations of the USPSTF. For a current list of covered risk reducing breast cancer drugs or more information, see the <i>Contact us</i> section.
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	no <b>deductible</b> applies
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## Tobacco cessation drugs

Description	In-network
Tobacco cessation <b>prescription</b> and OTC drugs	\$0
Limit	Subject to any sex, age, medical condition, family history and frequency guidelines in the recommendations of the USPSTF. For a current list of covered tobacco cessation drugs or more information, see the <i>Contact us</i> section. See the <i>Other services</i> section of this schedule for more information.
	no <b>deductible</b> applies

If a **provider** prescribes a covered **brand name prescription drug** when a **generic prescription drug** equivalent is available and specifies “Dispense As Written” (DAW), you will pay the cost share for the brand name drug. If a **provider** does not specify DAW and you request a covered **brand name prescription drug**, you will be responsible for the cost difference between the brand name drug and the generic drug, plus the cost share that applies to the brand name drug. The cost difference related to a **prescription** not specified as DAW does not apply toward your **prescription drug deductible** or **maximum out-of-pocket limit**.

## **Schedule of benefits**

### **Prepared for:**

Contract holder: ASPEN HR PEO, LLC

Contract holder number: 0175134

HMO group agreement effective date: September 01, 2022

Plan name: HMO

Plan effective date: September 01, 2022



## Schedule of benefits

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This schedule of benefits (schedule) lists the **deductibles, copayments** or **coinsurance**, if any apply to the **covered services** you receive under the plan. You should review this schedule to become aware of these and any limits that apply to these services.

### How your cost share works

- The **deductibles, copayments** and **coinsurance**, if any, listed in the schedule below are the amounts that you pay for **covered services**.
- You are responsible to pay any **deductibles, copayments** and **coinsurance** if they apply and before the plan will pay for any **covered services**.
- This plan doesn't cover every health care service. You pay the full amount of any health care service you get that is not a **covered service**.
- This plan has limits for some **covered services**. For example, these could be visit, day or dollar limits.  
See the schedule of benefits for more information about limits.
- Your cost share may vary if the **covered service** is preventive or not. Ask your **physician** or contact us if you have a question about what your cost share will be.

For examples of how cost share and **deductible** work, go to the *Using your Aetna benefits* section under Individuals & Families at <https://www.aetna.com/>.

#### **Important note:**

**Covered services** are subject to the calendar year **deductible, maximum out-of-pocket**, limits, **copayment** or **coinsurance** unless otherwise noted in this schedule of benefits.

### How your PCP or physician office visit cost share works

You will pay the **PCP** cost share for **covered services** from your selected **PCP**. If you do not select a PCP, we will choose one for you.

### How your maximum out-of-pocket works

This schedule of benefits shows the **maximum out-of-pocket limits** that apply to your plan. Once you reach your **maximum out-of-pocket limit**, your plan will pay for **covered services** for the remainder of that year.

### Contact us

We are here to answer questions. See the *Contact us* section in your evidence of coverage (EOC).

Aetna Health of California Inc.'s HMO group agreement provides the coverage described in this schedule of benefits. This schedule replaces any schedule of benefits previously in use. Keep it with your EOC.

**Plan features**

**Maximum out-of-pocket limit**

<b>Maximum out-of-pocket type</b>	<b>In-network</b>
Individual	\$3,000 per calendar year
Family	\$6,000 per calendar year

## General coverage provisions

This section explains the **maximum out-of-pocket limit** and limitations listed in this schedule.

### Deductible credit

If you paid part or all of your **deductible** under other coverage for the year that this plan went into effect, we will deduct the amount paid under the other coverage from the **deductible** on this plan for the same year. If we ask, you must submit a detailed explanation of benefits (EOB) showing the dates and amount of the **deductible** met from the other coverage in order to receive the credit.

### Copayment

This is a flat fee you pay for certain visits or **covered services**. A copay can be a dollar amount or percentage. This is in addition to any out-of-pocket costs you have to pay to meet your **deductible**, if you have one.

### Coinsurance

This is the percentage of the bill you pay after you meet your **deductible**. This is in addition to any out-of-pocket costs you have to pay to meet your **deductible**, if you have one.

## Maximum out-of-pocket limit provisions

### Maximum out-of-pocket limit

The **maximum out-of-pocket limit** is the most you will pay per year in **copayments**, **coinsurance** and **deductible**, if any, for **covered services**. **Covered services** that are subject to the **maximum out-of-pocket limit** may include those provided under the medical plan and the outpatient **prescription** drug plan.

### Individual maximum out-of-pocket limit

- This plan may have an individual and family **maximum out-of-pocket limit**. As to the individual **maximum out-of-pocket limit**, each of you must meet your **maximum out-of-pocket limit** separately.
- After you or your covered dependents meet the individual **maximum out-of-pocket limit**, this plan will pay 100% of the eligible charge for **covered services** that would apply toward the limit for the rest of the year for that person.

### Family maximum out-of-pocket limit

After you or your covered dependents meet the family **maximum out-of-pocket limit**, this plan will pay 100% of the eligible charge for **covered services** that would apply toward the limit for the remainder of the year for all covered family members. The family **maximum out-of-pocket limit** is a cumulative **maximum out-of-pocket limit** for all family members.

To satisfy this **maximum out-of-pocket limit** for the rest of the year, the following must happen:

- The family **maximum out-of-pocket limit** is met by a combination of family members
- No one person within a family will contribute more than the individual **maximum out-of-pocket limit** amount in a year



If the **maximum out-of-pocket limit** does not apply to a **covered service**, your cost share for that service will not count toward satisfying the **maximum out-of-pocket limit** amount.

Certain costs that you have do not apply toward the **maximum out-of-pocket limit**. These include:

- All costs for non-covered services which are identified in the EOC and the SOB

### **Your financial responsibility and decisions regarding benefits**

We base your financial responsibility for the cost of services on when the service or supply is provided, not when payment is made. Benefits will be pro-rated to account for treatment or portions of **stays** that occur in more than one year. Decisions regarding when benefits are covered are subject to the terms and conditions of the group agreement.

## Covered services

### Acupuncture

Description	In-network
Acupuncture	\$10 per visit
	no <b>deductible</b> applies
Visit limit per year	10

### Ambulance services

Description	In-network
<b>Emergency services</b>	\$0 per trip
	no <b>deductible</b> applies
Non-emergency services	Not covered

### Behavioral health

#### Mental health treatment

Coverage provided is the same as for any other illness

Description	In-network
Inpatient services- <b>room and board</b> including <b>residential treatment facility</b>	\$350 per admission
	no <b>deductible</b> applies
Outpatient office visit to a <b>physician</b> or <b>behavioral health provider</b> Includes <b>telemedicine</b> consultation	\$25 per visit
	no <b>deductible</b> applies
Outpatient mental health <b>telemedicine</b> cognitive therapy consultations by a <b>physician</b> or <b>behavioral health provider</b>	\$0 per visit no <b>deductible</b> applies
Other outpatient services including: <ul style="list-style-type: none"> <li>Behavioral health services in the home</li> <li>Partial hospitalization treatment</li> <li>Intensive outpatient program</li> </ul> <p>The cost share doesn't apply to in-network peer counseling support services</p>	\$0 per visit

	no <b>deductible</b> applies
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**Substance related disorders treatment**

Includes **detoxification**, rehabilitation and **residential treatment facility**

Coverage provided is the same as for any other illness

<b>Description</b>	<b>In-network</b>
Inpatient services – <b>room and board</b> during a <b>hospital stay</b>	\$350 per admission

	no <b>deductible</b> applies
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Outpatient office visit to a <b>physician</b> or <b>behavioral health provider</b> Includes <b>telemedicine</b> consultation	\$25 per visit
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	no <b>deductible</b> applies
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Outpatient <b>telemedicine</b> cognitive therapy consultations by a <b>physician</b> or <b>behavioral health provider</b>	\$0 per visit no <b>deductible</b> applies
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Other outpatient services including: <ul style="list-style-type: none"> <li>Behavioral health services in the home</li> <li>Partial hospitalization treatment</li> <li>Intensive outpatient program</li> </ul> <p>The cost share doesn't apply to in-network peer counseling support services</p>	\$0 per visit
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	no <b>deductible</b> applies
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**Clinical trials**

<b>Description</b>	<b>In-network</b>
<b>Experimental or investigational</b> therapies	Covered based on type of service and where it is received
Routine patient costs	Covered based on type of service and where it is received

**Diabetic services, supplies, equipment, and education**

<b>Description</b>	<b>In-network</b>
Diabetic services	Covered based on type of service and where it is received
Diabetic supplies	Covered based on type of service and where it is received

Diabetic equipment	50% per item
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	no <b>deductible</b> applies
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Diabetic self-care programs	\$10 per visit
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	no <b>deductible</b> applies
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### Durable medical equipment (DME)

Description	In-network
DME	50% per item

	no <b>deductible</b> applies
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### Emergency services

Description	In-network
Emergency room	\$350 per visit

	no <b>deductible</b> applies
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Complex imaging, lab and radiology services	No charge
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#### Emergency services important note:

**Out-of-network providers** do not have a contract with us. The **provider** may not accept payment of your cost share as payment in full. You may receive a bill for the difference between the amount billed by the **provider** and the amount paid by the plan. If the **provider** bills you for an amount above your cost share, you are not responsible for payment of that amount. You should send the bill to the address on your ID card and we will resolve any payment issue with the **provider**. Make sure the member ID is on the bill. If you are admitted to the **hospital** as an inpatient **stay** right after you visit the emergency room, you will not pay your emergency room cost share if you have one. You will pay the inpatient **hospital** cost share, if any.

### Foot orthotic devices

Description	In-network
Orthotic devices	\$0 per item

	no <b>deductible</b> applies
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### Gender reassignment

Description	In-network
Gender reassignment services	Covered based on type of service and where it is received

### Habilitation therapy services

#### Physical (PT), occupational (OT) therapies

Description	In-network
PT, OT therapies	\$0 per visit

	no <b>deductible</b> applies
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#### Speech therapy

Description	In-network
ST	\$0 per visit

	no <b>deductible</b> applies
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### Home health care

A visit is a period of 4 hours or less

Description	In-network
Home health care	\$0 per visit no <b>deductible</b> applies

Visit limit per day	3 intermittent visits
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Limit per year	120
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#### Home health care important note:

Intermittent visits are periodic and recurring visits that skilled nurses make to ensure your proper care. The intermittent requirement may be waived to allow for coverage for up to 12 hours with a daily maximum of 3 visits.

### Hospice care

Description	In-network
Inpatient services - <b>room and board</b>	\$350 per admission

	no <b>deductible</b> applies
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Outpatient services	\$0 per visit
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	no <b>deductible</b> applies
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#### Hospice important note:

This includes part-time or infrequent nursing care by an R.N. or L.P.N. to care for you up to 24 hours a day. It also includes part-time or infrequent home health aide services to care for you up to 24 hours a day.

### Hospital care

Description	In-network
Inpatient services – <b>room and board</b>	\$350 per admission

	no <b>deductible</b> applies
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Other inpatient services	No charge
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## Infertility services

### Basic infertility

Description	In-network
Treatment of basic <b>infertility</b>	Covered based on type of service and where it is received

### Advanced reproductive technology (ART) for fertility preservation

Description	In-network
In vitro fertilization (IVF) for fertility preservation	Covered based on type of service and where it is received

## Jaw joint disorder

Includes TMJ

Description	In-network
<b>Jaw joint disorder</b> treatment	\$25 per visit

	no <b>deductible</b> applies
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## Maternity and related newborn care

Includes complications

Description	In-network
Inpatient services – <b>room and board</b>	\$350 per admission

	no <b>deductible</b> applies
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Other inpatient services	No charge
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Services performed in <b>physician</b> or <b>specialist</b> office or a facility	\$0 per visit
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	no <b>deductible</b> applies
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Other services and supplies	Covered based on type of service and where it is received
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### Maternity and related newborn care important note:

Any cost share collected applies only to the delivery and postpartum care services provided by an OB, GYN or OB/GYN. Review the *Maternity* section of the EOC. It will give you more information about coverage for maternity care under this plan.

### Nutritional support

Description	In-network
Nutritional support	\$10 per item

	no <b>deductible</b> applies
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### Obesity (bariatric) surgery

Description	In-network
Obesity (bariatric) surgery	Covered based on type of service and where it is received

### Outpatient surgery

Description	In-network
At <b>hospital</b> outpatient department	\$250 per visit no <b>deductible</b> applies
At facility that is not a <b>hospital</b>	\$250 per visit no <b>deductible</b> applies

At the <b>physician</b> office	Covered based on type of service and where it is received
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### Physician and specialist services

Including surgical services

#### Your PCP

Description	In-network
<b>Physician</b> office hours (not surgical, not preventive)	\$10 per visit

	no <b>deductible</b> applies
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Immunizations that are not considered preventive care	Covered based on type of service and where it is received.
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<b>Physician</b> visit during inpatient <b>stay</b>	\$10 per visit
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	no <b>deductible</b> applies
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<b>Physician</b> home visit (not preventive)	\$10 per visit
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	no <b>deductible</b> applies
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<b>Physician</b> surgical services	\$10 per visit
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	no <b>deductible</b> applies
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<b>Physician telemedicine</b> consultation	\$10 per visit
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	no <b>deductible</b> applies
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### Specialist

Description	In-network
<b>Specialist</b> office hours (not surgical, not preventive)	\$25 per visit

	no <b>deductible</b> applies
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<b>Specialist</b> home visit (not preventive)	\$25 per visit
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	no <b>deductible</b> applies
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<b>Specialist</b> surgical services	\$25 per visit
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	no <b>deductible</b> applies
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<b>Specialist telemedicine</b> consultation	\$25 per visit
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	no <b>deductible</b> applies
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### Preventive care

Description	In-network
Preventive care services	\$0 no <b>deductible</b> applies
Breast feeding counseling and support limit	6 visits in a group or individual setting  Visits that exceed the limit are covered under the <b>physician</b> services office visit
Breast pump, accessories and supplies limit	Electric pump: 1 every 1 year Manual pump: 1 per pregnancy  Pump supplies and accessories: 1 purchase per pregnancy if not eligible to purchase a new pump
Breast pump waiting period	Electric pump: 1 year to replace an existing electric pump
Counseling for alcohol or drug misuse visit limit per day	1
Counseling for alcohol or drug misuse visit limit	5 visits/12 months
Counseling for obesity, healthy diet visit limit per day	1
Counseling for obesity, healthy diet visit limit	26 visits per 12 months, of which up to 10 visits may be used for healthy diet counseling.
Counseling for sexually transmitted infection visit limit	2 visits/12 months
Counseling for tobacco cessation visit limit per day	1



Description	In-network
Counseling for tobacco cessation visit limit	8 visits/12 months
Family planning services (female contraception and counseling) limit	Contraceptive counseling limited to 2 visits/12 months in a group or individual setting
Immunizations limit	<p>Covered persons age 0-99</p> <p>Subject to any age limits provided for in the comprehensive guidelines supported by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention</p> <p>For details, contact your <b>physician</b></p>
Routine cancer screening limits	<p>Subject to any age, family history and frequency guidelines as set forth in the most current:</p> <p>Evidence-based items that have a rating of A or B in the current recommendations of the USPSTF</p> <p>The comprehensive guidelines supported by the Health Resources and Services Administration</p> <p>For more information contact your <b>physician</b> or see the <i>Contact us</i> section of your certificate</p>
Routine lung cancer screening limit	<p>1 screening every 12 months</p> <p>Screenings that exceed this limit covered as outpatient diagnostic testing</p>
Routine physical exam limits	<p>Subject to any age and visit limits provided for in the comprehensive guidelines supported by the American Academy of Pediatrics/Bright Futures/Health Resources and Services Administration for children and adolescents</p> <p>Limited to</p> <p>7 exams from age 0-1 year</p> <p>3 exams every 12 months age 1-2</p> <p>3 exams every 12 months age 2-3 and 1 exam every 12 months after that age, up to age 22</p> <p>1 exam every 12 months after age 22</p> <p>High risk Human Papillomavirus (HPV) DNA testing for woman age 30 and older limited to 1 every 36 months</p>
Well woman routine GYN exam limit	Subject to any age and visit limits provided for in the comprehensive guidelines supported by the Health Resources and Services Administration

### Prosthetic devices

Includes medical wigs

Description	In-network
Prosthetic devices	\$0 per item

	no <b>deductible</b> applies
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### Reconstructive surgery and supplies

Including breast surgery

Description	In-network
Surgery and supplies	Covered based on type of service and where it is received

### Short-term rehabilitation services

#### Cardiac rehabilitation

Description	In-network
Cardiac rehabilitation	\$25 per visit no <b>deductible</b> applies

#### Pulmonary rehabilitation

Description	In-network
Pulmonary	\$25 per visit no <b>deductible</b> applies

#### Cognitive rehabilitation

Description	In-network
Cognitive rehabilitation	Covered based on type of service and where it is received

### Physical, occupational therapies

Description	In-network
PT, OT	\$25 per visit

	no <b>deductible</b> applies
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### Speech therapy (ST)

Description	In-network
ST	\$25 per visit

	no <b>deductible</b> applies
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### Spinal manipulation

Description	In-network
Spinal manipulation	\$15 per visit

	no <b>deductible</b> applies
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Visit limit per day	1
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Visit limit per year	20
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### Skilled nursing facility

Description	In-network
Inpatient services – <b>room and board</b>	\$350 per admission

	no <b>deductible</b> applies
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Day limit per year	100
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Other inpatient services and supplies	No charge
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### Tests, images and labs - outpatient

#### Diagnostic complex imaging services

Description	In-network
At facility that is not a <b>hospital</b>	\$100 per visit no <b>deductible</b> applies
At <b>hospital</b> outpatient department	\$100 per visit no <b>deductible</b> applies

#### Diagnostic lab work

Description	In-network
At facility that is not a <b>hospital</b>	\$0 per visit no <b>deductible</b> applies
At <b>hospital</b> outpatient department	\$0 per visit no <b>deductible</b> applies

#### Diagnostic x-ray and other radiological services

Description	In-network
At facility that is not a <b>hospital</b>	\$25 per visit no <b>deductible</b> applies
At <b>hospital</b> outpatient department	\$25 per visit no <b>deductible</b> applies

### Therapies

#### Chemotherapy

Description	In-network
Chemotherapy services	Covered based on type of service and where it is received

#### Infusion therapy

##### Outpatient services

Description	In-network
In <b>physician</b> office	\$25 per visit

	no <b>deductible</b> applies
At an infusion location	\$250 per visit
	no <b>deductible</b> applies
In the home	\$25 per visit
	no <b>deductible</b> applies
At <b>hospital</b> outpatient department	\$250 per visit
	no <b>deductible</b> applies
At facility that is not a <b>hospital</b>	\$250 per visit
	no <b>deductible</b> applies

### Radiation therapy

Description	In-network
Radiation therapy	Covered based on type of service and where it is received

### Transplant services

Description	Network (IOE facility)	Out-of-network (Including <b>providers</b> who are otherwise part of Aetna's network but are non-IOE <b>providers</b> )
Inpatient services and supplies	\$350 per admission	Not covered
	no <b>deductible</b> applies	

### Urgent care services

At a freestanding facility or **provider** that is not a **hospital**

A separate urgent care cost share will apply for each visit to an urgent care facility or **provider**

Description	In-network
Urgent care facility	\$75 per visit
	no <b>deductible</b> applies
Complex imaging, lab and radiology services	No charge
Non-urgent use of an urgent care facility or <b>provider</b>	Not covered

## Vision care

Performed by an ophthalmologist or optometrist and includes refraction

### Adult vision care

Description	In-network
Adult vision exam	\$0 per visit
	no <b>deductible</b> applies
Limit	Limited to covered persons age 19 and older
Visit limit	1 every 12 months

### Pediatric vision care

Description	In-network
Pediatric vision exam	\$0 per visit
	no <b>deductible</b> applies
Limit	Limited to covered persons through the end of the month in which the person turns 19
Visit limit	1 every 12 months

## Walk-in clinic

Not all preventive care services are available at a **walk-in clinic**. All services are available from a network **physician**.

Description	Designated network	Non-designated network
Non-emergency services	\$0 per visit	\$10 per visit
	no <b>deductible</b> applies	no <b>deductible</b> applies
Preventive care immunizations	\$0 per visit no <b>deductible</b> applies	\$0 per visit no <b>deductible</b> applies
Immunization limits	Subject to any age and frequency limits provided for in the comprehensive guidelines supported by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention  For details, contact your <b>physician</b>	Subject to any age and frequency limits provided for in the comprehensive guidelines supported by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention  For details, contact your <b>physician</b>
Preventive screening and counseling services	\$0 per visit no <b>deductible</b> applies	\$0 per visit no <b>deductible</b> applies
Preventive screening and counseling limits	See the Preventive care services section of the schedule	See the Preventive care services section of the schedule

**Important note:**

**Key terms**

**Designated network provider**

A **network provider** listed in the directory under *Best results for your plan* as a **provider** for your plan.

**Non-designated network provider**

A **provider** listed in the directory under the *All other results* tab as a **provider** for your plan.

See the *Contact us* section if you have questions

You will pay less cost share when you use a designated network **walk-in clinic provider**. Non-designated network **walk-in clinic providers** are available to you, but the cost share will be at a higher level when these **providers** are used.