S U M M A R Y P L A N
D E S C R I P T I O N

South Dakota State Employee Health Plan

Group Effective Date: 7/1/2021
Plan Year: July 1
Coverage Code: 1KZ 8EM

Wellmark South Dakota

Wellmark Blue Cross and Blue Shield of South Dakota is an independent licensee of the Blue Cross and Blue Shield Association.

BlueSelect®
Blue Rx Value Plus℠
State of South Dakota Washington HDHP SF

NOTICE

This group health plan is sponsored and funded by your employer or group sponsor. Your employer or group sponsor has a financial arrangement with Wellmark under which your employer or group sponsor is solely responsible for claim payment amounts for covered services provided to you. Wellmark provides administrative services and provider network access only and does not assume any financial risk or obligation for claim payment amounts.

Group Effective Date: 7/1/2021
Plan Year: July 1
Print Date: 12/14/2021
Coverage Code: 1KZ 8EM
Version: 01/21

Form Number: Wellmark SD Grp SDEE W BS5500

Contents

About This Summary Plan Description

Important Information

This summary plan description describes your rights and responsibilities under your group health plan. You and your covered dependents have the right to request a copy of this summary plan description, at no cost to you, by contacting your employer or group sponsor.

Please note: Your employer or group sponsor has the authority to terminate, amend, or modify the coverage described in this summary plan description at any time. Any amendment or modification will be in writing and will be as binding as this summary plan description. If your contract is terminated, you may not receive benefits.

You should familiarize yourself with the entire summary plan description because it describes your benefits, payment obligations, provider networks, claim processes, and other rights and responsibilities.

This group health plan consists of medical benefits and prescription drug benefits. The medical benefits are called Blue Select. The prescription drug benefits are called Blue Rx Value Plus. This summary plan description will indicate when the service, supply, or drug is considered medical benefits or drug benefits by using sections, headings, and notes when necessary.

Charts

Some sections have charts, which provide a quick reference or summary but are not a complete description of all details about a topic. A particular chart may not describe some significant factors that would help determine your coverage, payments, or other responsibilities. It is important for you to look up details and not to rely only upon a chart. It is also important to follow any references to other parts of the summary plan description. (References tell you to "see" a section or subject heading, such as, "See *Details – Covered and Not Covered*." References may also include a page number.)

Complete Information

Very often, complete information on a subject requires you to consult more than one section of the summary plan description. For instance, most information on coverage will be found in these sections:

- At a Glance – Covered and Not Covered
- Details – Covered and Not Covered
- General Conditions of Coverage, Exclusions, and Limitations

However, coverage might be affected also by your choice of provider (information in the *Choosing a Provider* section), certain notification requirements if applicable to your group health plan (the *Notification Requirements and Care Coordination* section), and considerations of eligibility (the *Coverage Eligibility and Effective Date* section).

Even if a service is listed as covered, benefits might not be available in certain situations, and even if a service is not specifically described as being excluded, it might not be covered.

Read Thoroughly

You can use your group health plan to the best advantage by learning how this document is organized and how sections are related to each other. And whenever you look up a particular topic, follow any references, and read thoroughly.

Your coverage includes many services, treatments, supplies, devices, and drugs. Throughout the summary plan description, the words *services or supplies* refer to any services, treatments, supplies, devices, or drugs, as applicable in the context, that may be used to diagnose or treat a condition.

Plan Description

Plan Name:	South Dakota State Employee Health Plan
Plan Sponsor:	Administered by the Commissioner of the Bureau of Human Resources of the State of South Dakota
Employer ID Number:	46-6000364
When Plan Year Ends:	June 30
Participants of Plan:	See *Coverage Eligibility and Effective Date* later in this summary plan description.
Plan Administrator and Agent for Service of Legal Process:	Bureau of Human Resources Attn: Bureau of Human Resources 500 East Capitol Ave Pierre, SD 57501 Phone Number: 605-773-3148 Service of legal process may be made upon the plan administrator and/or agent.
How Plan Costs Are Funded:	Self Funded
Type of Plan:	Group Health Plan
Type of Administration:	Self-Funded
Benefits Administered by:	Wellmark Blue Cross and Blue Shield of South Dakota 1601 W Madison Street Sioux Falls, SD 57104-5710

If this plan is maintained by two or more employers, you may write to the plan administrator for a complete list of the plan sponsors.

Questions

If you have questions about your group health plan, or are unsure whether a particular service or supply is covered, call the Customer Service number on your ID card.

1. What You Pay

This section is intended to provide you with an overview of your payment obligations under this group health plan. This section is not intended to be and does not constitute a complete description of your payment obligations. To understand your complete payment obligations you must become familiar with this entire summary plan description, especially the *Factors Affecting What You Pay* and *Choosing a Provider* sections.

Provider Network

Under the medical benefits of this plan, your network of providers consists of PPO and Participating providers. All other providers are Out-of-Network Providers. Which provider type you choose will affect what you pay.

PPO Providers. These providers participate with the Wellmark Blue PPO℠ network or with a Blue Cross and/or Blue Shield PPO network in another state or service area. You typically pay the least for services received from these providers. Throughout this summary plan description we refer to these providers as PPO Providers.

Participating Providers. These providers participate with a Blue Cross and/or Blue Shield network in another state or service area, but not with a PPO network. You typically pay more for services from these providers than for services from PPO Providers. Throughout this summary plan description we refer to these providers as Participating Providers.

Out-of-Network Providers. Out-of-Network Providers do not participate with Wellmark or any other Blue Cross and/or Blue Shield Plan. You typically pay the most for services from these providers.

Payment Summary

This chart summarizes your payment responsibilities. It is only intended to provide you with an overview of your payment obligations. It is important that you read this entire section and not just rely on this chart for your payment obligations.

Medical

You Pay
Deductible **$5,500** per person for covered services received from PPO Providers. This includes amounts you pay for covered drugs. **$11,000** (maximum) per family* for covered services received from PPO Providers. This includes amounts you pay for covered drugs. **$11,000** per person for covered services received from Participating and Out-of-Network providers. **$22,000** (maximum) per family* for covered services received from Participating and Out-of-Network providers.
Out-of-Pocket Maximum **$5,500** per person for covered services received from PPO and Participating providers. This includes amounts you pay for covered drugs. **$11,000** (maximum) per family* for covered services received from PPO and Participating providers. This includes amounts you pay for covered drugs. **$11,000** per person for covered services received from Out-of-Network Providers. **$22,000** (maximum) per family* for covered services received from Out-of-Network Providers.

*Family amounts are reached from amounts accumulated on behalf of any combination of covered family members. A member will not be required to satisfy more than the single deductible before we make benefit payments for that member.

Please note: Deductible and out-of-pocket maximum amounts you pay for covered medical benefits under Blue Select also apply toward the Blue Rx Value Plus deductible and out-of-pocket maximum. Likewise, deductible and out-of-pocket maximum amounts you pay for covered prescription drug benefits under Blue Rx Value Plus apply toward the Blue Select medical deductible and out-of-pocket maximum.

Prescription Drugs

You Pay†
Deductible **$5,500** per person **$11,000** (maximum) per family*
Out-of-Pocket Maximum **$5,500** per person **$11,000** (maximum) per family*
HSA Preventive Drugs** **Copayment** **$0** for Tier 1 medications**.** **$55** for Tier 2 medications. **$75** for Tier 3 medications. **$85** for preferred specialty drugs. **$110** for non-preferred specialty drugs. For more information see *Tiers*, page 63.

*Family amounts are reached from amounts accumulated on behalf of any combination of covered family members. A member will not be required to satisfy more than the single deductible before we make benefit payments for that member.
**For a list of preventive drugs as defined by the IRS, visit our website at *Wellmark.com*.
†You pay the entire cost if you purchase a drug or pharmacy durable medical equipment device that is not on the Wellmark Blue Rx Value Plus Drug List. See Wellmark Blue Rx Value Plus Drug List, page 34.

Please note: Deductible and out-of-pocket maximum amounts you pay for covered prescription drug benefits under Blue Rx Value Plus apply toward the Blue Select medical deductible and out-of-pocket maximum. Likewise, deductible and out-of-pocket maximum amounts you pay for covered medical benefits under Blue Select also apply toward the Blue Rx Value Plus deductible and out-of-pocket maximum.

Prescription Maximums

Generally, there is a maximum days' supply of medication you may receive in a single prescription. However, exceptions may be made for certain prescriptions packaged in a dose exceeding the maximum days' supply covered under your Blue Rx Value Plus prescription drug benefits. To determine if this exception applies to your prescription, call the Customer Service number on your ID card.

Your payment obligations may be determined by the quantity of medication you purchase.

Prescription Maximum
90 day retail
90 day mail order
30 day specialty
HSA Preventive Drugs Payment per days' supply: **1** copayment for 30 day supply **2.5** copayment for 90 day supply

Payment Details

Medical

Deductible

This is a fixed dollar amount you pay for covered services in a benefit year before medical benefits become available.

The family deductible amount is reached from amounts accumulated on behalf of any combination of covered family members.

A member will not be required to satisfy more than the single deductible before we make benefit payments for that member.

Deductible amounts you pay for PPO or Participating and Out-of-Network provider services apply toward meeting both the PPO and the Participating/Out-of-Network deductibles. The maximum deductible amount you pay is the Participating/Out-of-Network deductible.

Deductible amounts you pay for covered medical benefits under Blue Select also apply toward the Blue Rx Value Plus deductible. Likewise, deductible amounts you pay for covered prescription drug benefits under Blue Rx Value Plus apply toward the Blue Select medical deductible.

Deductible amounts may change each year as determined by the federal government's cost of living adjustment for medical benefits plans established to accompany a federally qualified health savings account (HSA). This is true even if you are not participating in an HSA.

Deductible amounts are waived for some services. See *Waived Payment Obligations* later in this section.

Out-of-Pocket Maximum

The out-of-pocket maximum is the maximum amount you pay, out of your pocket, for most covered services in a benefit year. Many amounts you pay for covered services during a benefit year accumulate toward the out-of-pocket maximum. These amounts include:

- Deductible.
- Amounts you pay for covered prescription drugs.

The family out-of-pocket maximum is reached from applicable amounts paid on behalf of any combination of covered family members.

A member will not be required to satisfy more than the single out-of-pocket maximum.

Out-of-pocket maximum amounts you pay for covered medical benefits under Blue Select also apply toward the Blue Rx Value Plus out-of-pocket maximum. Likewise, out-of-pocket maximum amounts you pay for covered prescription drug benefits under Blue Rx Value Plus apply toward the Blue Select medical out-of-pocket maximum.

There is an out-of-pocket maximum for services you receive from PPO Providers and Participating Providers. There is also an out-of-pocket maximum for services you receive from Out-of-Network Providers. These out-of-pocket maximums accumulate to one another.

However, certain amounts do not apply toward your out-of-pocket maximum.

- Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 39.
- Difference in cost between the generic drug and the brand name drug when you purchase a brand name drug that has an FDA-approved "A"-rated medically appropriate generic equivalent.
- Difference in cost between the provider's amount charged and our maximum allowable fee when you receive services from an Out-of-Network Provider.

These amounts continue even after you have met your out-of-pocket maximum.

Out-of-pocket maximum amounts may change each year as determined by the federal government's cost of living adjustment for medical benefits plans established to accompany a federally qualified health savings account (HSA). This is true even if you are not participating in an HSA.

Benefits Maximums

Benefits maximums are the maximum benefit amounts that each member is eligible to receive.

Benefits maximums that apply per benefit year or per lifetime are reached from benefits accumulated under this group health plan and any prior group health plans sponsored by your employer or group sponsor and administered by Wellmark Blue Cross and Blue Shield of South Dakota.

Waived Payment Obligations

Some payment obligations are waived for the following covered services.

Covered Service	Payment Obligation Waived
Breast pumps (manual or non-hospital grade electric) purchased from a covered PPO or Participating home/durable medical equipment provider.	Deductible
Breastfeeding support, supplies, and one-on-one lactation consultant services, including counseling and education, during pregnancy and/or the duration of breastfeeding when received from PPO or Participating providers.	Deductible
Cholesterol/lipid screenings, glucose screenings (without A1C), and venipuncture associated with labs when submitted with a preventive diagnosis when received from PPO or Participating Providers.	Deductible
Contraceptive medical devices, such as intrauterine devices and diaphragms received from PPO or Participating providers.	Deductible
Implanted and injected contraceptives received from PPO or Participating providers.	Deductible
Medical evaluations and counseling for nicotine dependence per U.S. Preventive Services Task Force (USPSTF) guidelines when received from PPO or Participating providers.	Deductible

Covered Service	Payment Obligation Waived
Certain office visits and other services received from PPO Providers for the following conditions when receiving health support services from a Wellmark Care Team nurse or support specialist: ■ Asthma; ■ Cardiovascular disease; ■ Chronic kidney disease; ■ Chronic pain; and ■ Diabetes.	Deductible
One first trimester ultrasound and one second trimester ultrasound when the mother participates in the Pregnancy Care Program.	Deductible
Preventive care, items, and services,* received from PPO or Participating providers, as follows: ■ Items or services with an "A" or "B" rating in the current recommendations of the United States Preventive Services Task Force (USPSTF); ■ Immunizations as recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (ACIP); ■ Preventive care and screenings for infants, children, and adolescents provided for in guidelines supported by the Health Resources and Services Administration (HRSA); and ■ Preventive care and screenings for women provided for in guidelines supported by the HRSA.	Deductible
Preventive digital breast tomosynthesis (3D mammogram) when received from PPO or Participating providers.	Deductible
Vision examination (routine).	Deductible
Voluntary sterilization for female members received from PPO or Participating providers.	Deductible

*A complete list of recommendations and guidelines related to preventive services can be found at *www.healthcare.gov*. Recommended preventive services are subject to change and are subject to medical management.

Prescription Drugs

Deductible

Deductible is the fixed dollar amount you pay for covered drugs or pharmacy durable medical equipment devices in a benefit year before Blue Rx Value Plus prescription drug benefits become available.

The family deductible is reached from amounts accumulated on behalf of any combination of covered family members.

A member will not be required to satisfy more than the single deductible before we make benefit payments for that member.

Deductible amounts you pay for covered prescription drug benefits under Blue Rx Value Plus also apply toward the Blue Select medical deductible. Likewise, deductible amounts you pay for covered medical benefits under Blue Select apply toward the Blue Rx Value Plus deductible.

Deductible amounts may change each year as determined by the federal government's cost of living adjustment for medical benefits plans established to accompany a federally qualified health savings account (HSA). This is true even if you are not participating in an HSA.

You pay the entire cost if you purchase a drug or pharmacy durable medical equipment device that is not on the Wellmark Blue Rx Value Plus Drug List. See *Wellmark Blue Rx Value Plus Drug List*, page 34.

Out-of-Pocket Maximum

The out-of-pocket maximum is the maximum you pay in a given benefit year toward the following amounts:

- Deductible.

The family out-of-pocket maximum is reached from applicable amounts paid on behalf of any combination of covered family members.

A member will not be required to satisfy more than the single out-of-pocket maximum.

Out-of-pocket maximum amounts you pay for covered prescription drug benefits under Blue Rx Value Plus also apply toward the Blue Select medical out-of-pocket maximum. Likewise, out-of-pocket maximum amounts you pay for covered medical benefits under Blue Select apply toward the Blue Rx Value Plus out-of-pocket maximum.

Out-of-pocket maximum amounts may change each year as determined by the federal government's cost of living adjustment for medical benefits plans established to accompany a federally qualified health savings account (HSA). This is true even if you are not participating in an HSA.

However, certain amounts do not apply toward your out-of-pocket maximum.

- Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 39.
- Difference in cost between the generic drug and the brand name drug when you purchase a brand name drug that has an FDA-approved "A"-rated medically appropriate generic equivalent.

These amounts continue even after you have met your out-of-pocket maximum.

Waived Payment Obligations

Some payment obligations are waived for the following covered drugs or services.

Covered Drug or Service	Payment Obligation Waived
Generic contraceptive drugs and generic contraceptive drug delivery devices (e.g., birth control patches). Payment obligations are also waived if you purchase brand name contraceptive drugs or brand name drug delivery devices when an FDA-approved medically appropriate generic equivalent is not available. Payment obligations are not waived if you purchase brand name contraceptive drugs or brand name contraceptive drug delivery devices when an FDA-approved medically appropriate generic equivalent is available.	Deductible
Generic Medication Assisted Treatment agents for opioid use disorder.	Deductible
Prenatal vitamins.	Deductible
Preventive drugs as defined by the IRS.**	Deductible
Preventive items or services* as follows: ■ Items or services with an "A" or "B" rating in the current recommendations of the United States Preventive Services Task Force (USPSTF); and ■ Immunizations as recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (ACIP).	Deductible
Two smoking cessation attempts per calendar year, up to a 90-days' supply of covered drugs for each attempt, or a 180-days' supply total per calendar year.	Deductible

*A complete list of recommendations and guidelines related to preventive services can be found at *www.healthcare.gov*. Recommended preventive items and services are subject to change and are subject to medical management.

**For a list of preventive drugs as defined by the IRS, visit our website at *Wellmark.com*.

2. At a Glance - Covered and Not Covered

Medical

Your coverage provides benefits for many services and supplies. There are also services for which this coverage does not provide benefits. The following chart is provided for your convenience as a quick reference only. This chart is not intended to be and does not constitute a complete description of all coverage details and factors that determine whether a service is covered or not. All covered services are subject to the contract terms and conditions contained throughout this summary plan description. Many of these terms and conditions are contained in *Details – Covered and Not Covered*, page 15. To fully understand which services are covered and which are not, you must become familiar with this entire summary plan description. Please call us if you are unsure whether a particular service is covered or not.

The headings in this chart provide the following information:

Category. Service categories are listed alphabetically and are repeated, with additional detailed information, in *Details – Covered and Not Covered*.

Covered. The listed category is generally covered, but some restrictions may apply.

Not Covered. The listed category is generally not covered.

See Page. This column lists the page number in *Details – Covered and Not Covered* where there is further information about the category.

Benefits Maximums. This column lists maximum benefit amounts that each member is eligible to receive. Benefits maximums that apply per benefit year or per lifetime are reached from benefits accumulated under this group health plan and any prior group health plans sponsored by your employer or group sponsor and administered by Wellmark Blue Cross and Blue Shield of South Dakota.

Category	Covered	Not Covered	See Page	Benefits Maximums
Acupuncture Treatment	●		15	12 visits per benefit year for acupuncture.
Alcoholism Treatment	●		15	
Allergy Testing and Treatment	●		15	
Ambulance Services	●		15	
Anesthesia	●		16	

Category	Covered	Not Covered	See Page	Benefits Maximums
Autism Treatment	●		17	Applied Behavior Analysis (ABA) services for the treatment of autism spectrum disorder for children age 18 and younger: ■ For children through age six: **1,300 hours** per benefit year. ■ For children age seven through age 13: **900 hours** per benefit year. ■ For children age 14 through age 18: **450 hours** per benefit year.
Blood and Blood Administration	●		17	
Chemical Dependency Treatment	●		17	
Chemotherapy and Radiation Therapy	●		18	
Clinical Trials – Routine Care Associated with Clinical Trials	●		18	
Contraceptives	●		18	
Conversion Therapy		⦸	18	
Cosmetic Services		⦸	18	
Counseling and Education Services	●		19	
Dental Treatment for Accidental Injury	●		19	
Dialysis	●		20	
Education Services for Diabetes and Nutrition	●		20	
Emergency Services	●		20	
Fertility and Infertility Services	●		21	
Genetic Testing	●		21	
Hearing Services	●		21	
Home Health Services	●		21	The daily benefit for short-term home skilled nursing services will not exceed Wellmark's daily maximum allowable fee for skilled nursing facility services.
Home/Durable Medical Equipment	●		22	
Hospice Services	●		23	15 days per lifetime for inpatient hospice respite care. 15 days per lifetime for outpatient hospice respite care. **Please note:** Hospice respite care must be used in increments of not more than five days at a time.
Hospitals and Facilities	●		23	
Illness or Injury Services	●		23	
Inhalation Therapy	●		24	
Maternity Services	●		24	
Medical and Surgical Supplies and Personal Convenience Items	●		24	

Category	Covered	Not Covered	See Page	Benefits Maximums
Mental Health Services	●		25	
Motor Vehicles		⦸	26	
Musculoskeletal Treatment	●		26	
Nonmedical or Administrative Services		⦸	26	
Nutritional and Dietary Supplements	●		26	
Occupational Therapy	●		26	
Orthotics (Foot)		⦸	27	
Physical Therapy	●		27	
Physicians and Practitioners			28	
Advanced Registered Nurse Practitioners	●		28	
Audiologists	●		28	
Certified Registered Nurse Anesthetists	●		28	
Chiropractors	●		28	
Dentists—but not for general dentistry	●		28	
Doctors of Osteopathy	●		28	
Licensed ABA Therapists	●		28	
Licensed Independent Social Workers	●		28	
Medical Doctors	●		28	
Nurse Practitioners and Midwives	●		28	
Occupational Therapists	●		28	
Optometrists	●		28	
Oral Surgeons	●		28	
Physical Therapists	●		28	
Physician Assistants	●		28	
Podiatrists	●		28	
Psychologists	●		28	
Qualified Mental Health Professionals	●		28	
Speech Pathologists	●		29	
Prescription Drugs	●		29	
Preventive Care	●		30	Well-child care until the child reaches age seven.

Category	Covered	Not Covered	See Page	Benefits Maximums
				One routine physical examination per benefit year. One routine mammogram per benefit year. One routine gynecological examination per benefit year. One routine Pap smear per benefit year. One diagnostic screening for prostate cancer, including digital rectal examination and prostate-specific antigen (PSA) test, for: ■ Asymptomatic men aged 50 and older; ■ Men 45 and older who are at a high risk for prostate cancer.
Prosthetic Devices	●		31	
Reconstructive Surgery	●		31	
Self-Help Programs		⦸	32	
Sleep Apnea Treatment	●		32	
Social Adjustment		⦸	32	
Speech Therapy	●		32	
Surgery	●		32	
Telehealth Services	●		32	
Temporomandibular Joint Disorder (TMD)	●		32	
Transplants	●		33	
Travel or Lodging Costs	●		33	
Vision Services	●		33	One routine vision examination per benefit year.
Wigs or Hairpieces		⦸	33	
X-ray and Laboratory Services	●		34	

Prescription Drugs

Please note: To determine if a drug is covered, you must consult the Wellmark Blue Rx Value Plus Drug List. You are covered for drugs listed on the Wellmark Blue Rx Value Plus Drug List. If a drug is not on the Wellmark Blue Rx Value Plus Drug List, it is not covered.

For details on drug coverage, drug limitations, and drug exclusions, see the next section, *Details – Covered and Not Covered.*

3. Details - Covered and Not Covered

All covered services or supplies listed in this section are subject to the general contract provisions and limitations described in this summary plan description. Also see the section *General Conditions of Coverage, Exclusions, and Limitations*, page 39. If a service or supply is not specifically listed, do not assume it is covered.

Medical

Acupuncture Treatment

Covered: Acupuncture treatment. Acupuncture is a treatment in which the skin is penetrated with needles in order to stimulate certain points on the body. This may or may not be accompanied by electrical stimulation.

Benefits Maximum:

- **12 visits** per benefit year for acupuncture.

Not Covered: Acupressure treatment.

Alcoholism Treatment

Covered.

Licensed Substance Abuse Treatment Program. Benefits are available for alcoholism treatment in the following settings:

- Treatment provided in an office visit, or outpatient setting;
- Treatment provided in an intensive outpatient setting;
- Treatment provided in an outpatient partial hospitalization setting;
- Drug or alcohol rehabilitation therapy or counseling provided while participating in a clinically managed low intensity residential treatment setting, also known as supervised living;
- Treatment, including room and board, provided in a clinically managed medium or high intensity residential treatment setting;
- Treatment provided in a medically monitored intensive inpatient or detoxification setting; and
- For inpatient, medically managed acute care for patients whose condition requires the resources of an acute care general hospital or a medically managed inpatient treatment program.

Not Covered:

- Room and board provided while participating in a clinically managed low intensity residential treatment setting, also known as supervised living.
- Recreational activities or therapy, social activities, meals, excursions or other activities not considered clinical treatment, while participating in substance abuse treatment programs.

See Also:

Chemical Dependency Treatment later in this section.

Hospitals and Facilities later in this section.

Notification Requirements and Care Coordination, page 53.

Allergy Testing and Treatment

Covered.

Ambulance Services

Covered:

- Professional emergency air and ground ambulance transportation to a hospital in the surrounding area where your ambulance transportation originates.

  All of the following are required to qualify for benefits:

  — The services required to treat your illness or injury are not available in

the facility where you are currently receiving care if you are an inpatient at a facility.

- You are transported to the nearest hospital with adequate facilities to treat your medical condition.
- During transport, your medical condition requires the services that are provided only by an air or ground ambulance that is professionally staffed and specially equipped for taking sick or injured people to or from a health care facility in an emergency.
- The air or ground ambulance has the necessary patient care equipment and supplies to meet your needs.
- Your medical condition requires immediate and rapid ambulance transport.
- In addition to the preceding requirements, for air ambulance services to be covered, all of the following must be met:
  - Your medical condition requires immediate and rapid air ambulance transport that cannot be provided by a ground ambulance; or the point of pick up is inaccessible by a land vehicle.
  - Great distances, limited time frames, or other obstacles are involved in getting you to the nearest hospital with appropriate facilities for treatment.
  - Your condition is such that the time needed to transport you by land poses a threat to your health.

In an emergency situation, if you cannot reasonably utilize a PPO ambulance service, covered services will be reimbursed as though they were received from a PPO ambulance service. However, because we do not have contracts with Out-of-Network Providers and they may not accept our payment arrangements, you are responsible for any difference between the amount charged and our amount paid for a covered service.

- Professional non-emergency ground ambulance transportation to a hospital or nursing facility in the surrounding area where your ambulance transportation originates.

  All of the following are required to qualify for benefits:

  - The services required to treat your illness or injury are not available in the facility where you are currently receiving care.
  - You are transported to the nearest hospital or nursing facility with adequate facilities to treat your medical condition.
  - During transport your medical condition requires the services that are provided only by a ground ambulance that is professionally staffed and specially equipped for taking sick or injured people to or from a health care facility.
  - The ground ambulance has the necessary patient care equipment and supplies to meet your needs.

Not Covered:

- Professional air or ground ambulance transport from a facility capable of treating your condition.
- Professional ground ambulance transport to or from any location when you are physically and mentally capable of being a passenger in a private vehicle.
- Professional ground ambulance round-trip transports from your residence to a medical provider for an appointment or treatment and back to your residence.
- Professional air or ground transport when performed primarily for your convenience or the convenience of your family, physician, or other health care provider.
- Professional, non-emergency air ambulance transports to any location for any reason.

- Nonprofessional air or ground ambulance transports to any location for any reason. This includes non-ambulance vehicles such as vans or taxis that are equipped to transport stretchers or wheelchairs but are not professionally operated or staffed.

Anesthesia

Covered: Anesthesia and the administration of anesthesia.

Not Covered: Local or topical anesthesia billed separately from related surgical or medical procedures.

Autism Spectrum Disorder Treatment

Covered: Diagnosis and treatment of autism spectrum disorder and Applied Behavior Analysis services for the treatment of autism spectrum disorder for children age 18 and younger when Applied Behavior Analysis services are performed or supervised by a licensed physician or psychologist who has documented training and competence in applied behavior analysis or a licensed behavior analyst. Autism spectrum disorder is a complex neurodevelopmental medical disorder characterized by social impairment, communication difficulties, and restricted, repetitive, and stereotyped patterns of behavior.

Benefits Maximum:

- Applied Behavior Analysis services for the treatment of autism spectrum disorder for children age 18 and younger:
  - For children through age six: **1,300 hours** per benefit year.
  - For children age seven through age 13: **900 hours** per benefit year.
  - For children age 14 through age 18: **450 hours** per benefit year.

Not Covered:

- Applied Behavior Analysis services for the treatment of autism spectrum disorder for members age 19 and older.
- Applied Behavior Analysis services other than for the treatment of autism spectrum disorder.

Blood and Blood Administration

Covered: Blood and blood administration, including blood derivatives, and blood components.

Chemical Dependency Treatment

Covered: Treatment for a condition with physical or psychological symptoms produced by the habitual use of certain drugs or alcohol as described in the most current *Diagnostic and Statistical Manual of Mental Disorders*.

Licensed Substance Abuse Treatment Program. Benefits are available for chemical dependency treatment in the following settings:

- Treatment provided in an office visit, or outpatient setting;
- Treatment provided in an intensive outpatient setting;
- Treatment provided in an outpatient partial hospitalization setting;
- Drug or alcohol rehabilitation therapy or counseling provided while participating in a clinically managed low intensity residential treatment setting, also known as supervised living;
- Treatment, including room and board, provided in a clinically managed medium or high intensity residential treatment setting;
- Treatment provided in a medically monitored intensive inpatient or detoxification setting; and
- For inpatient, medically managed acute care for patients whose condition requires the resources of an acute care

general hospital or a medically managed inpatient treatment program.

Not Covered:

- Room and board provided while participating in a clinically managed low intensity residential treatment setting, also known as supervised living.
- Recreational activities or therapy, social activities, meals, excursions or other activities not considered clinical treatment, while participating in substance abuse treatment programs.

See Also:

Hospitals and Facilities later in this section.

Notification Requirements and Care Coordination, page 53.

Chemotherapy and Radiation Therapy

Covered: Use of chemical agents or radiation to treat or control a serious illness.

Clinical Trials – Routine Care Associated with Clinical Trials

Covered: Medically necessary routine patient costs for items and services otherwise covered under this plan furnished in connection with participation in an approved clinical trial related to the treatment of cancer or other life-threatening diseases or conditions, when a covered member is referred by a PPO or Participating provider based on the conclusion that the member is eligible to participate in an approved clinical trial according to the trial protocol or the member provides medical and scientific information establishing that the member's participation in the clinical trial would be appropriate according to the trial protocol.

Not Covered:

- Investigational or experimental items, devices, or services which are themselves the subject of the clinical trial;
- Clinical trials, items, and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient;
- Services that are clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

Contraceptives

Covered: The following conception prevention, as approved by the U.S. Food and Drug Administration:

- Contraceptive medical devices, such as intrauterine devices and diaphragms.
- Implanted contraceptives.
- Injected contraceptives.

Please note: Contraceptive drugs and contraceptive drug delivery devices, such as insertable rings and patches are covered under your Blue Rx Value Plus prescription drug benefits described later in this section.

See the Wellmark Blue Rx Value Plus Drug List at *Wellmark.com* or call the Customer Service number on your ID card and request a copy of the Drug List.

Conversion Therapy

Not Covered: Conversion therapy services.

Cosmetic Services

Not Covered: Cosmetic services, supplies, or drugs if provided primarily to improve physical appearance. However, a service, supply, or drug that results in an incidental improvement in appearance may be covered if it is provided primarily to restore function lost or impaired as the result of an illness, accidental injury, or a birth defect. You are also not covered for treatment for any complications resulting from a noncovered cosmetic procedure.

See Also:

Reconstructive Surgery later in this section.

Counseling and Education Services

Covered:

- Bereavement counseling or services.
- Family counseling services.

Not Covered:

- Marriage counseling or training services.
- Community-based services or services of volunteers or clergy.
- Education or educational therapy other than covered lactation consultant services or education for self-management of diabetes, or nutrition education.
- Learning and educational services and treatments including, but not limited to, non-drug therapy for high blood pressure control, exercise modalities for weight reduction, nutritional instruction for the control of gastrointestinal conditions, or reading programs for dyslexia, for any medical, mental health, or substance abuse condition.
- Weight reduction programs or supplies (including dietary supplements, foods, equipment, lab testing, examinations, and prescription drugs), whether or not weight reduction is medically appropriate.

See Also:

Genetic Testing later in this section.

Education Services for Diabetes and Nutrition later in this section.

Mental Health Services later in this section.

Preventive Care later in this section.

Dental Services

Covered:

- Dental treatment for accidental injuries when all of the following requirements are met:
  - Initial treatment is received within 12 months of the injury.
  - Follow-up treatment is completed within 24 months.
- Dental treatment for children and disabled persons as follows:
  - Anesthesia and hospital or ambulatory surgical facility charges for dental care, whether services are provided in a hospital, ambulatory surgical facility, or a dental office, for a member who:
    - is under age 14; or
    - if determined by a licensed physician, is severely disabled, has a developmental disability, or otherwise has a medical condition that places the person at serious medical risk.
- Impacted teeth removal (surgical) only when you have a medical condition (such as hemophilia) that requires hospitalization.
- Facial bone fracture reduction.
- Incisions of accessory sinus, mouth, salivary glands, or ducts.
- Jaw dislocation manipulation.
- Orthodontic services associated with management of cleft palate.
- Treatment of abnormal changes in the mouth due to injury or disease of the mouth, or dental care (oral examination, x-rays, extractions, and nonsurgical elimination of oral infection) required for the direct treatment of a medical condition, limited to:
  - Dental services related to medical transplant procedures;
  - Initiation of immunosuppressives (medication used to reduce inflammation and suppress the immune system); or
  - Treatment of neoplasms of the mouth and contiguous tissue.

Not Covered:

- General dentistry including, but not limited to, diagnostic and preventive services, restorative services, endodontic services, periodontal services, indirect fabrications, dentures and bridges, and orthodontic services unrelated to

accidental injuries or management of cleft palate.
- Injuries associated with or resulting from the act of chewing.
- Maxillary or mandibular tooth implants (osseointegration) unrelated to accidental injuries or abnormal changes in the mouth due to injury or disease.

Dialysis

Covered: Removal of toxic substances from the blood when the kidneys are unable to do so when provided as an inpatient in a hospital setting or as an outpatient in a Medicare-approved dialysis center.

Education Services for Diabetes and Nutrition

Covered: Inpatient and outpatient training and education for the self-management of all types of diabetes mellitus.

All covered training or education must be prescribed by a licensed physician. Outpatient training or education must be provided by a qualified diabetes educator and recognized by the American Diabetes Association (ADA) or use a curriculum approved by the ADA or the South Dakota Department of Health.

A diabetes educator is a physician, nurse, dietitian, pharmacist, or other licensed health care provider who satisfies the current academic eligibility requirements of the National Certification Board for Diabetes Educators and has completed a course in diabetic education and training or has been certified as a diabetes educator.

Certified diabetic education programs help a person with any type of diabetes and his or her caretaker understand the diabetes disease process and the daily management of diabetes.

You are also covered for nutrition education to improve your understanding of your metabolic nutritional condition and provide you with information to manage your nutritional requirements. Nutrition education is appropriate for the following conditions:

- Cancer.
- Cystic fibrosis.
- Diabetes.
- Eating disorders.
- Glucose intolerance.
- High blood pressure.
- High cholesterol.
- Lactose intolerance.
- Malabsorption, including gluten intolerance.
- Morbid obesity.
- Underweight.

Emergency Services

Covered: When treatment is for a medical condition manifested by acute symptoms of sufficient severity, including pain, that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect absence of immediate medical attention to result in:

- Placing the health of the individual or, with respect to a pregnant woman, the health of the woman and her unborn child, in serious jeopardy; or
- Serious impairment to bodily function; or
- Serious dysfunction of any bodily organ or part.

In an emergency situation, if you cannot reasonably reach a PPO Provider, covered services will be reimbursed as though they were received from a PPO Provider. However, because we do not have contracts with Out-of-Network Providers and they may not accept our payment arrangements, you are responsible for any difference between the amount charged and our amount paid for a covered service.

See Also:

Out-of-Network Providers, page 60.

Fertility and Infertility Services

Covered:

- Fertility prevention, such as tubal ligation (or its equivalent) or vasectomy (initial surgery only).
- Fertility and infertility services until you receive artificial insemination, in vitro fertilization, or any related fertility or infertility treatment or transfer procedure.

Not Covered:

- Infertility treatment if the infertility is the result of voluntary sterilization.
- The collection or purchase of donor semen (sperm) or oocytes (eggs) when performed in connection with fertility or infertility procedures or for any other reason or service; freezing and storage of sperm, oocytes, or embryos; surrogate parent services.
- Artificial insemination, in vitro fertilization, or any related fertility or infertility treatment or transfer procedure. If you have any of these procedures done, benefits for all types of fertility or infertility treatment (including drug induced stimulation of ovulation) will end beginning on the day you receive the noncovered service.
- Reversal of a tubal ligation (or its equivalent) or vasectomy.

Genetic Testing

Covered: Genetic molecular testing (specific gene identification) and related counseling are covered when both of the following requirements are met:

- You are an appropriate candidate for a test under medically recognized standards (for example, family background, past diagnosis, etc.).
- The outcome of the test is expected to determine a covered course of treatment or prevention and is not merely informational.

Hearing Services

Covered:

- Hearing examinations, but only to test or treat hearing loss related to an illness or injury.
- Routine hearing examinations for members up to age 21.
- Hearing aids for members up to age nine.

Not Covered:

- Routine hearing examinations for members age 21 and older.
- Hearing aids for members age nine and older.

Home Health Services

Covered: All of the following requirements must be met in order for home health services to be covered:

- You require a medically necessary skilled service such as skilled nursing, physical therapy, or speech therapy.
- Services are received from an agency accredited by the Joint Commission for Accreditation of Health Care Organizations (JCAHO) and/or a Medicare-certified agency.
- Services are prescribed by a physician and approved by Wellmark for the treatment of illness or injury.
- Services are not more costly than alternative services that would be effective for diagnosis and treatment of your condition.

The following are covered services and supplies:

Home Health Aide Services—when provided in conjunction with a medically necessary skilled service also received in the home.

Short-Term Home Skilled Nursing. Treatment must be given by a registered nurse (R.N.) or licensed

practical nurse (L.P.N.) from an agency accredited by the Joint Commission for Accreditation of Health Care Organizations (JCAHO) or a Medicare-certified agency. Short-term home skilled nursing means home skilled nursing care that:

— is provided for a definite limited period of time as a safe transition from other levels of care when medically necessary;
— provides teaching to caregivers for ongoing care; or
— provides short-term treatments that can be safely administered in the home setting.

The daily benefit for short-term home skilled nursing services will not exceed Wellmark's daily maximum allowable fee for care in a skilled nursing facility. Benefits do not include maintenance or custodial care or services provided for the convenience of the family caregiver.

Inhalation Therapy.

Medical Equipment.

Medical Social Services.

Medical Supplies.

Occupational Therapy—but only for services to treat the upper extremities, which means the arms from the shoulders to the fingers. You are not covered for occupational therapy supplies.

Oxygen and Equipment for its administration.

Parenteral and Enteral Nutrition, except enteral formula administered orally.

Physical Therapy.

Prescription Drugs and Medicines administered in the vein or muscle.

Prosthetic Devices and Braces.

Speech Therapy.

Not Covered:

- Custodial home care services and supplies, which help you with your daily living activities. This type of care does not require the continuing attention and assistance of licensed medical or trained paramedical personnel. Some examples of custodial care are assistance in walking and getting in and out of bed; aid in bathing, dressing, feeding, and other forms of assistance with normal bodily functions; preparation of special diets; and supervision of medication that can usually be self-administered. You are also not covered for sanitaria care or rest cures.
- Extended home skilled nursing.

Home/Durable Medical Equipment

Covered: Equipment that meets all of the following requirements:

- The equipment is ordered by a provider within the scope of his or her license and there is a written prescription.
- Durable enough to withstand repeated use.
- Primarily and customarily manufactured to serve a medical purpose.
- Used to serve a medical purpose.
- Standard or basic home/durable medical equipment that will adequately meet the medical needs and that does not have certain deluxe/luxury or convenience upgrade or add-on features.

In addition, we determine whether to pay the rental amount or the purchase price amount for an item, and we determine the length of any rental term. Benefits will never exceed the lesser of the amount charged or the maximum allowable fee.

See Also:

Medical and Surgical Supplies and Personal Convenience Items later in this section.

Orthotics (Foot) later in this section.

Prosthetic Devices later in this section.

Hospice Services

Covered: Care (generally in a home setting) for patients who are terminally ill and who have a life expectancy of six months or less. Hospice care covers the same services as described under *Home Health Services*, as well as hospice respite care from a facility approved by Medicare or by the Joint Commission for Accreditation of Health Care Organizations (JCAHO).

Hospice respite care offers rest and relief help for the family caring for a terminally ill patient. Inpatient respite care can take place in a nursing home, nursing facility, or hospital.

Benefits Maximum:

- **15 days** per lifetime for inpatient hospice respite care.
- **15 days** per lifetime for outpatient hospice respite care.
- Not more than **five days** of hospice respite care at a time.

Hospitals and Facilities

Covered: Hospitals and other facilities that meet standards of licensing, accreditation or certification. Following are some recognized facilities:

Ambulatory Surgical Facility. This type of facility provides surgical services on an outpatient basis for patients who do not need to occupy an inpatient hospital bed and must be licensed as an ambulatory surgical facility under applicable law.

Chemical Dependency Treatment Facility. This type of facility must be licensed as a chemical dependency treatment facility under applicable law.

Community Mental Health Center. This type of facility provides treatment of mental health conditions and must be licensed as a community mental health center under applicable law.

Hospital. This type of facility provides for the diagnosis, treatment, or care of injured or sick persons on an inpatient and outpatient basis. The facility must be licensed as a hospital under applicable law.

Nursing Facility. This type of facility provides continuous skilled nursing services as ordered and certified by your attending physician on an inpatient basis for short-term care. Benefits do not include maintenance or custodial care or services provided for the convenience of the family caregiver. The facility must be licensed as a nursing facility under applicable law.

Urgent Care Center. This type of facility provides medical care without an appointment during all hours of operation to walk-in patients of all ages who are ill or injured and require immediate care but may not require the services of a hospital emergency room.

Not Covered:

- Long Term Acute Care Facility.
- Room and board provided while a patient at an intermediate care facility or similar level of care.

See Also:

Alcoholism Treatment earlier in this section.

Chemical Dependency Treatment earlier in this section.

Mental Health Services later in this section.

Illness or Injury Services

Covered:

- Services or supplies used to treat any bodily disorder, bodily injury, disease, or mental health condition unless specifically addressed elsewhere in this section. This includes pregnancy and complications of pregnancy.
- Routine foot care related to the treatment of a metabolic, neurological, or peripheral vascular disease.

Treatment may be received from an approved provider in any of the following settings:

- Home.
- Inpatient (such as a hospital or nursing facility).
- Office (such as a doctor's office).
- Outpatient.

Not Covered:

- Long term acute care services typically provided by a long term acute care facility.
- Room and board provided while a patient at an intermediate care facility or similar level of care.
- Routine foot care, including related services or supplies, except as described under *Covered*.

Inhalation Therapy

Covered: Respiratory or breathing treatments to help restore or improve breathing function.

Maternity Services

Covered: Prenatal and postnatal care, delivery, including complications of pregnancy. A complication of pregnancy refers to a cesarean section that was not planned, an ectopic pregnancy that is terminated, or a spontaneous termination of pregnancy that occurs during a period of gestation in which a viable birth is not possible. Complications of pregnancy also include conditions requiring inpatient hospital admission (when pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy.

Please note: You must notify us or your employer or group sponsor if you enter into an arrangement to provide surrogate parent services: Contact your employer or group sponsor or call the Customer Service number on your ID card.

In accordance with federal or applicable state law, maternity services include a minimum of:

- 48 hours of inpatient care (in addition to the day of delivery care) following a vaginal delivery, or
- 96 hours of inpatient care (in addition to the day of delivery) following a cesarean section.

A practitioner is not required to seek Wellmark's review in order to prescribe a length of stay of less than 48 or 96 hours. The attending practitioner, in consultation with the mother, may discharge the mother or newborn prior to 48 or 96 hours, as applicable.

Coverage includes one follow-up postpartum home visit by a registered nurse (R.N.). This nurse must be from a home health agency under contract with Wellmark or employed by the delivering physician.

If you have a newborn child, but you do not add that child to your coverage, your newborn child may be added to your coverage solely for the purpose of administering benefits for the newborn during the first 48 hours following a vaginal delivery or 96 hours following a cesarean delivery. If that occurs, a separate deductible will be applied to your newborn child unless your coverage specifically waives the deductible for your newborn child.

See Also:

Coverage Change Events, page 71.

Medical and Surgical Supplies and Personal Convenience Items

Covered: Medical supplies and devices such as:

- Dressings and casts.
- Oxygen and equipment needed to administer the oxygen.

- Diabetic equipment and supplies purchased from a covered provider.

Not Covered: Unless otherwise required by law, supplies, equipment, or drugs available for general retail purchase or items used for your personal convenience including, but not limited to:

- Band-aids, gauze, bandages, tape, non-sterile gloves, thermometers, heating pads, cooling devices, cold packs, heating devices, hot water bottles, home enema equipment, sterile water, bed boards, alcohol wipes, or incontinence products;
- Elastic stockings or bandages including trusses, lumbar braces, garter belts, and similar items that can be purchased without a prescription;
- Escalators, elevators, ramps, stair glides, emergency/alert equipment, handrails, heat appliances, improvements made to a member's house or place of business, or adjustments made to vehicles;
- Household supplies including, but not limited to: deluxe/luxury equipment or non-essential features, such as motor-driven chairs or bed, electric stair chairs or elevator chairs, or sitz bath;
- Items not primarily and customarily manufactured to serve a medical purpose or which can be used in the absence of illness or injury including, but not limited to, air conditioners, hot tubs, or swimming pools;
- Items that do not serve a medical purpose or are not needed to serve a medical purpose;
- Rental or purchase of equipment if you are in a facility which provides such equipment;
- Rental or purchase of exercise cycles, physical fitness, exercise and massage equipment, ultraviolet/tanning equipment, or traction devices; and
- Water purifiers, hypo-allergenic pillows, mattresses or waterbeds, whirlpool, spa, air purifiers, humidifiers, or dehumidifiers.

See Also:

Home/Durable Medical Equipment earlier in this section.

Orthotics (Foot) later in this section.

Prescription Drugs, page 34.

Prosthetic Devices later in this section.

Mental Health Services

Covered: Treatment for certain psychiatric, psychological, or emotional conditions as an inpatient or outpatient. Covered facilities for mental health services include licensed and accredited residential treatment facilities and community mental health centers.

Coverage includes diagnosis and treatment of these biologically based mental illnesses:

- Schizophrenia and other psychotic disorders.
- Bipolar disorders.
- Major depressive disorders.
- Schizo-affective disorders.
- Obsessive-compulsive disorders.

You are also covered for:

- Pervasive developmental disorders.

A mental health condition must satisfy the following criteria:

- The disorder is classified as a mental health condition in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition* (DSM-V) or subsequent revisions.
- The disorder is listed only as a mental health condition and not dually listed elsewhere in the most current version of *International Classification of Diseases, Clinical Modification* used for diagnosis coding.

Licensed Psychiatric or Mental Health Treatment Program Services. Benefits

are available for mental health treatment in the following settings:

- Treatment provided in an office visit, or outpatient setting;
- Treatment provided in an intensive outpatient setting;
- Treatment provided in an outpatient partial hospitalization setting;
- Individual, group, or family therapy provided in a clinically managed low intensity residential treatment setting, also known as supervised living;
- Treatment, including room and board, provided in a clinically managed medium or high intensity residential treatment setting;
- Psychiatric observation;
- Care provided in a psychiatric residential crisis program;
- Care provided in a medically monitored intensive inpatient setting; and
- For inpatient, medically managed acute care for patients whose condition requires the resources of an acute care general hospital or a medically managed inpatient treatment program.

Not Covered: Treatment for:

- Certain disorders related to early childhood, such as academic underachievement disorder.
- Communication disorders, such as stuttering and stammering.
- Impulse control disorders.
- Conditions that are not pervasive developmental and learning disorders.
- Sensitivity, shyness, and social withdrawal disorders.
- Sexual disorders.
- Room and board provided while participating in a clinically managed low intensity residential treatment setting, also known as supervised living.
- Recreational activities or therapy, social activities, meals, excursions or other activities not considered clinical treatment, while participating in residential psychiatric treatment programs.

See Also:

Chemical Dependency Treatment and Hospitals and Facilities earlier in this section.

Motor Vehicles

Not Covered: Purchase or rental of motor vehicles such as cars or vans. You are also not covered for equipment or costs associated with converting a motor vehicle to accommodate a disability.

Musculoskeletal Treatment

Covered: Outpatient nonsurgical treatment of ailments related to the musculoskeletal system, such as manipulations or related procedures to treat musculoskeletal injury or disease.

Not Covered: Massage therapy.

Nonmedical or Administrative Services

Not Covered: Such services as telephone consultations, charges for failure to keep scheduled appointments, charges for completion of any form, charges for medical information, recreational therapy and other sensory-type activities, administrative services (such as interpretive services, pre-care assessments, health risk assessments, case management, care coordination, or development of treatment plans) when billed separately, and any services or supplies that are nonmedical.

Nutritional and Dietary Supplements

Covered:

- Nutritional and dietary supplements that cannot be dispensed without a prescription issued by or authorized by a licensed health care practitioner and are prescribed by a licensed health care practitioner for permanent inborn errors of metabolism, such as PKU.

- Enteral and nutritional therapy only when prescribed feeding is administered through a feeding tube, except for permanent inborn errors of metabolism.

Not Covered: Other prescription and non-prescription nutritional and dietary supplements including, but not limited to:

- Food products.
- Grocery items or food products that are modified for special diets for individuals with inborn errors of metabolism but which can be purchased without a prescription issued by or authorized by a licensed healthcare practitioner, including low protein/low phe grocery items.
- Herbal products.
- Fish oil products.
- Medical foods, except as described under *Covered*.
- Minerals.
- Supplementary vitamin preparations.
- Multivitamins.

Occupational Therapy

Covered: Occupational therapy services are covered when all the following requirements are met:

- Services are to treat the upper extremities, which means the arms from the shoulders to the fingers.
- The goal of the occupational therapy is improvement of an impairment or functional limitation.
- The potential for rehabilitation is significant in relation to the extent and duration of services.
- The expectation for improvement is in a reasonable (and generally predictable) period of time.
- There is evidence of improvement by successive objective measurements whenever possible.

Not Covered:

- Occupational therapy supplies.
- Occupational therapy provided as an inpatient in the absence of a separate medical condition that requires hospitalization.
- Occupational therapy performed for maintenance.
- Occupational therapy services that do not meet the requirements specified under *Covered*.

Orthotics (Foot)

Covered: Orthotics training.

Not Covered: Orthotic foot devices such as arch supports or in-shoe supports, orthopedic shoes, elastic supports, or examinations to prescribe or fit such devices.

See Also:

Home/Durable Medical Equipment earlier in this section.

Prosthetic Devices later in this section.

Physical Therapy

Covered: Physical therapy services are covered when all the following requirements are met:

- The goal of the physical therapy is improvement of an impairment or functional limitation.
- The potential for rehabilitation or habilitation is significant in relation to the extent and duration of services.
- The expectation for improvement is in a reasonable (and generally predictable) period of time.
- There is evidence of improvement by successive objective measurements whenever possible.

Not Covered:

- Physical therapy provided as an inpatient in the absence of a separate medical condition that requires hospitalization.
- Physical therapy performed for maintenance.
- Physical therapy services that do not meet the requirements specified under *Covered*.

Physicians and Practitioners

Covered: Most services provided by practitioners that are recognized by us and meet standards of licensing, accreditation or certification. Following are some recognized physicians and practitioners:

Advanced Registered Nurse Practitioners (ARNP). An ARNP is a registered nurse with advanced training in a specialty area and may have a specialty designation such as certified clinical nurse specialist, certified nurse midwife, certified nurse practitioner, or certified registered nurse anesthetist.

Audiologists.

Certified Registered Nurse Anesthetists. This provider is a registered nurse who is licensed and certified to administer anesthesia by the Council of Certification of Nurse Anesthetists.

Chiropractors.

Dentists.

Doctors of Osteopathy (D.O.).

Licensed ABA Therapists.

Licensed Independent Social Workers. This is a social worker who:

- is licensed under SDCL 36-26-17 (or licensed under a similar statute in another state);
- has had two years of supervised experience in his or her field of specialization; and
- has passed an examination prepared by the Board of Social Work Examiners for this purpose.

Medical Doctors (M.D.).

Nurse Practitioners and Midwives.

Occupational Therapists. This provider is covered only when treating the upper extremities, which means the arms from the shoulders to the fingers.

Optometrists.

Oral Surgeons.

Physical Therapists.

Physician Assistants.

Podiatrists.

Psychologists.

Qualified Mental Health Professionals. A qualified mental health professional is a physician licensed to practice medicine or osteopathy in South Dakota, or licensed under a similar statute in another state, or is a member of one of the following professions who has received a competency-based endorsement from the Department of Human Services:

- A psychologist licensed to practice psychology in South Dakota (or licensed under a similar statute in another state).
- An advanced practice nurse with at least a master's degree from an accredited education program and either two years or one thousand hours of clinical experience that includes mental health evaluation and treatment.
- A certified social worker with a master's degree from an accredited training program and two years of supervised clinical experience in a mental health setting.
- A person who has a master's degree in psychology from an accredited program and two years of clinical mental health experience and who meets the provision of SDCL 36-27A 2 (2) (or is licensed under a similar statute in another state).
- A counselor licensed under SDCL 36-32 as a professional counselor (or licensed under a similar statute in another state) and has two years of supervised clinical experience in a mental health setting following attainment of a master's degree.
- A therapist licensed under SDCL 36-33 as a marriage and family

therapist (or licensed under a similar statute in another state) and has two years of supervised clinical experience in a mental health setting.

- A physician assistant who is licensed under chapter 36-4A and either two years or one thousand hours of clinical experience that includes mental health evaluation and treatment; or
- A professional as listed above who is employed by the federal government and currently licensed in that profession in another state, in good standing with the licensing board, and acting within the scope of the professional's license.

Speech Pathologists.

See Also:

Choosing a Provider, page 45.

Prescription Drugs

Covered: Most prescription drugs and medicines that bear the legend, "Caution, Federal Law prohibits dispensing without a prescription," are generally covered under your Blue Rx Value Plus prescription drug benefits, not under your medical benefits. However, there are exceptions when prescription drugs and medicines are covered under your medical benefits.

Drugs classified by the FDA as Drug Efficacy Study Implementation (DESI) drugs may also be covered. For a list of these drugs, visit our website at *Wellmark.com* or check with your pharmacist or physician.

Drugs listed on the Drug List are established and maintained by Wellmark's Pharmacy & Therapeutics (P&T) Committee. The P&T Committee is a group of independent practicing healthcare providers such as physicians and pharmacists who regularly meet to review the safety, effectiveness, and value of new and existing medications and make any necessary changes to the coverage of medications. Drugs will not be covered until they have been evaluated and approved to be covered by Wellmark's P&T Committee. Drugs previously approved by Wellmark's P&T Committee will no longer be covered if Wellmark's P&T Committee discontinues approval of the drugs.

Prescription drugs and medicines that may be covered under your medical benefits include:

Drugs and Biologicals. Drugs and biologicals approved by the U.S. Food and Drug Administration. This includes such supplies as serum, vaccine, antitoxin, or antigen used in the prevention or treatment of disease.

Intravenous Administration. Intravenous administration of nutrients, antibiotics, and other drugs and fluids when provided in the home (home infusion therapy).

Specialty Drugs. Specialty drugs are high-cost injectable, infused, oral, or inhaled drugs typically used for treating or managing chronic illnesses. These drugs often require special handling (e.g., refrigeration) and administration. They are not available through the mail order drug program.

Specialty drugs may be covered under your medical benefits or under your Blue Rx Value Plus prescription drug benefits. If a specialty drug that is covered under your medical benefits is not provided by your physician, you must purchase specialty drugs through the specialty pharmacy program. To determine whether a particular specialty drug is covered under your medical benefits or under your Blue Rx Value Plus prescription drug benefits, consult the Wellmark Blue Rx Value Plus Drug List at *Wellmark.com*, or call the Customer Service number on your ID card. See *Specialty Pharmacy Program*, page 51.

You are not covered for specialty drugs purchased outside the specialty pharmacy program unless the specialty

drug is covered under your medical benefits.

Take-Home Drugs. Take-home drugs are drugs dispensed and billed by a hospital or other facility for a short-term supply.

Not Covered: Some prescription drugs, services, and items are not covered under either your medical benefits or your Blue Rx Value Plus benefits. For example:

- Antigen therapy.
- Medication Therapy Management (MTM) when billed separately.
- Drugs purchased outside the United States failing the requirements specified earlier in this section.
- Difference in cost between the generic drug and the brand name drug when you purchase a brand name drug that has an FDA-approved "A"-rated medically appropriate generic equivalent.
- Prescription drugs or pharmacy durable medical equipment devices that are not FDA-approved.
- Prescription drugs that are not approved to be covered by Wellmark's P&T Committee.

Some prescription drugs are covered under your Blue Rx Value Plus benefits:

- Insulin.

See the Wellmark Blue Rx Value Plus Drug List at *Wellmark.com* or call the Customer Service number on your ID card and request a copy of the Drug List.

See Also:

Contraceptives earlier in this section.

Medical and Surgical Supplies and Personal Convenience Items earlier in this section.

Notification Requirements and Care Coordination, page 53.

Prescription Drugs later in this section.

Prior Authorization, page 58.

Preventive Care

Covered: Preventive care such as:

- Breastfeeding support, supplies, and one-on-one lactation consultant services, including counseling and education, provided during pregnancy and/or the duration of breastfeeding received from a provider acting within the scope of their licensure or certification under state law.
- Digital breast tomosynthesis (3D mammogram).
- Gynecological examinations.
- Mammograms.
- Medical evaluations and counseling for nicotine dependence per U.S. Preventive Services Task Force (USPSTF) guidelines.
- Pap smears.
- Physical examinations.
- Preventive items and services including, but not limited to:
  - Items or services with an "A" or "B" rating in the current recommendations of the United States Preventive Services Task Force (USPSTF);
  - Immunizations as recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (ACIP);
  - Preventive care and screenings for infants, children and adolescents provided for in the guidelines supported by the Health Resources and Services Administration (HRSA); and
  - Preventive care and screenings for women provided for in guidelines supported by the HRSA.
- Preventive screening for prostate cancer, including the related office examination, and prostate-specific antigen test.
- Diagnostic screening for prostate cancer, including diagnostic examination, digital rectal examination, prostate-

specific antigen test, and bone scan if medically indicated.
- Well-child care including immunizations.

Benefits Maximum:

- Well-child care until the child reaches age seven.
- **One** routine physical examination per benefit year.
- **One** routine mammogram per benefit year.
- **One** routine gynecological examination per benefit year.
- **One** routine Pap smear per benefit year.
- **One** diagnostic screening for prostate cancer, including digital rectal examination and prostate-specific antigen (PSA) test, for:
  - asymptomatic men aged 50 and older;
  - men 45 and older who are at a high risk for prostate cancer.

  This limitation does not apply to men of any age with a history of prostate cancer, who are covered for medically indicated testing at intervals recommended by a physician.

Please note: Physical examination limits do not include items or services with an "A" or "B" rating in the current recommendations of the USPSTF, immunizations as recommended by ACIP, and preventive care and screening guidelines supported by the HRSA, as described under *Covered*.

Not Covered:

- Periodic physicals or health examinations, screening procedures, or immunizations performed solely for school, sports, employment, insurance, licensing, or travel, or other administrative purposes.
- Group lactation consultant services.
- All treatment related to nicotine dependence, except as described under *Covered*. For prescription drugs and devices used to treat nicotine dependence, including over-the-counter drugs prescribed by a physician, please see your Blue Rx Value Plus prescription drug benefits.

See Also:

Hearing Services earlier in this section.

Vision Services later in this section.

Prosthetic Devices

Covered: Devices used as artificial substitutes to replace a missing natural part of the body or to improve, aid, or increase the performance of a natural function.

Also covered are braces, which are rigid or semi-rigid devices commonly used to support a weak or deformed body part or to restrict or eliminate motion in a diseased or injured part of the body. Braces do not include elastic stockings, elastic bandages, garter belts, arch supports, orthodontic devices, or other similar items.

Not Covered:

- Elastic stockings or bandages including trusses, lumbar braces, garter belts, and similar items that can be purchased without a prescription.

See Also:

Home/Durable Medical Equipment earlier in this section.

Medical and Surgical Supplies and Personal Convenience Items earlier in this section.

Orthotics (Foot) earlier in this section.

Reconstructive Surgery

Covered: Reconstructive surgery primarily intended to restore function lost or impaired as the result of an illness, injury, or a birth defect (even if there is an incidental improvement in physical appearance) including breast reconstructive surgery following mastectomy. Breast reconstructive surgery includes the following:

- Reconstruction of the breast on which the mastectomy has been performed.
- Surgery and reconstruction of the other breast to produce a symmetrical appearance.
- Prostheses.
- Treatment of physical complications of the mastectomy, including lymphedemas.

See Also:

Cosmetic Services earlier in this section.

Self-Help Programs

Not Covered: Self-help and self-cure products or drugs.

Sleep Apnea Treatment

Covered: Obstructive sleep apnea diagnosis and treatments.

Not Covered: Treatment for snoring without a diagnosis of obstructive sleep apnea.

Social Adjustment

Not Covered: Services or supplies intended to address social adjustment or economic needs that are typically not medical in nature.

Speech Therapy

Covered: Rehabilitative speech therapy services when related to a specific illness, injury, or impairment, including speech therapy services for the treatment of autism spectrum disorder, that involve the mechanics of phonation, articulation, or swallowing. Services must be provided by a licensed or certified speech pathologist.

Not Covered:

- Speech therapy services not provided by a licensed or certified speech pathologist.
- Speech therapy to treat certain developmental, learning, or communication disorders, such as stuttering and stammering.

Surgery

Covered. This includes the following:

- Major endoscopic procedures.
- Operative and cutting procedures.
- Preoperative and postoperative care.

Not Covered:

- Gender-affirming surgery.

See Also:

Dental Services earlier in this section.

Reconstructive Surgery earlier in this section.

Telehealth Services

Covered: You are covered for telehealth services delivered to you by a covered practitioner acting within the scope of his or her license or certification or by a practitioner contracting through Doctor on Demand via real-time, interactive audio-visual technology or web-based mobile device or similar electronic-based communication network. Services must be delivered in accordance with applicable law and generally accepted health care practices.

Please note: Members can access telehealth services from Doctor on Demand through the Doctor on Demand mobile application or through *myWellmark.com*.

Not Covered: Medical services provided through means other than interactive, real-time audio-visual technology, including, but not limited to, audio-only telephone, electronic mail message, or facsimile transmission.

Temporomandibular Joint Disorder (TMD)

Covered.

Not Covered: Routine dental services, dental extractions, dental restorations, or orthodontic treatment for temporomandibular joint disorders.

Transplants

Covered:

- Certain bone marrow/stem cell transfers from a living donor.
- Heart.
- Heart and lung.
- Kidney.
- Liver.
- Lung.
- Pancreas.
- Simultaneous pancreas/kidney.
- Small bowel.

You are also covered for the medically necessary expenses of transporting the recipient when the transplant organ for the recipient is available for transplant.

Transplants are subject to case management.

Charges related to the donation of an organ are usually covered by the recipient's medical benefits plan. However, if donor charges are excluded by the recipient's plan, and you are a donor, the charges will be covered by your medical benefits.

Not Covered:

- Expenses of transporting the recipient when the transplant organ for the recipient is not available for transplant.
- Expenses of transporting a living donor.
- Expenses related to the purchase of any organ.
- Services or supplies related to mechanical or non-human organs associated with transplants.
- Transplant services and supplies not listed in this section including complications.

See Also:

Ambulance Services earlier in this section.

Case Management, page 57.

Travel or Lodging Costs

Covered: Travel and lodging costs when related to a transplant for the covered transplant recipient and one companion including travel and lodging expenses from within 30 days prior to and 30 days following the transplant procedure.

The allowed amount for travel and lodging is based on South Dakota's set rate for reimbursement.

Not Covered: Travel and lodging costs unrelated to a covered transplant.

Vision Services

Covered:

- Routine vision and refraction examinations and contact lens fitting.
- Eyeglasses, but only when prescribed as the result of cataract extraction.
- Contact lenses, but only when prescribed as the result of cataract extraction or when the underlying diagnosis is a corneal injury or corneal disease.

Benefits Maximum:

- **One** routine vision examination per benefit year.

Not Covered:

- Surgery and services to diagnose or correct a refractive error, including intraocular lenses and laser vision correction surgery (e.g., LASIK surgery).
- Eyeglasses, contact lenses, or the examination for prescribing or fitting of eyeglasses, except when prescribed as the result of cataract extraction or when the underlying diagnosis is a corneal injury or disease.

Wigs or Hairpieces

Not Covered.

X-ray and Laboratory Services

Covered: Tests, screenings, imagings, and evaluation procedures as identified in the American Medical Association's Current Procedural Terminology (CPT) manual, Standard Edition, under *Radiology Guidelines* and *Pathology and Laboratory Guidelines*.

See Also:

Preventive Care earlier in this section.

Prescription Drugs

Guidelines for Drug Coverage

To be covered, a prescription drug or pharmacy durable medical equipment device must meet all of the following criteria:

- Listed on the Wellmark Blue Rx Value Plus Drug List.
- Can be legally obtained in the United States only with a written prescription.
- Deemed both safe and effective by the U.S. Food and Drug Administration (FDA) and approved for use by the FDA after 1962.
- Prescribed by a practitioner prescribing within the scope of his or her license.
- Dispensed by a recognized licensed retail pharmacy employing licensed registered pharmacists, through the specialty pharmacy program, through the mail order drug program, or dispensed and billed by a hospital or other facility as a take-home drug for a short-term supply.
- Medically necessary for your condition. See *Medically Necessary*, page 39.
- Not available in an equivalent over-the-counter strength. However, certain over-the-counter products and over-the-counter nicotine dependency drugs prescribed by a physician may be covered. To determine if a particular over-the-counter product is covered, call the Customer Service number on your ID card.
- Reviewed, evaluated, and recommended for addition to the Wellmark Blue Rx Value Plus Drug List by Wellmark.

Drugs that are Covered

The Wellmark Blue Rx Value Plus Drug List

The Wellmark Blue Rx Value Plus Drug List is a reference list that includes generic and brand-name prescription drugs and pharmacy durable medical equipment devices that have been approved by the U.S. Food and Drug Administration (FDA) and are covered under your Blue Rx Value Plus prescription drug benefits. The Wellmark Blue Rx Value Plus Drug List is established and maintained by Wellmark's Pharmacy & Therapeutics (P&T) Committee. The P&T Committee is an independent group of practicing healthcare providers such as physicians and pharmacists who regularly meet to review the safety, effectiveness, and value of new and existing medications and make any necessary changes to the Drug List. The Drug List is updated on a quarterly basis. Changes to the Drug List may occur more frequently, when new versions or generic versions of existing drugs become available, new safety concerns arise, and as discontinued drugs are removed from the marketplace. Additional changes to the Drug List that could have an adverse financial impact to you (e.g., drug exclusion, drug moving to a higher payment tier/level) occur semi-annually.

To determine if a drug is covered, you must consult the Wellmark Blue Rx Value Plus Drug List. You are covered for drugs listed on the Wellmark Blue Rx Value Plus Drug List. If a drug is not on the Wellmark Blue Rx Value Plus Drug List, it is not covered.

If you need help determining if a particular drug is on the Drug List, ask your physician or pharmacist, visit our website, Wellmark.com, or call the Customer Service number on your ID card and request a copy of the Drug List.

The Drug List is subject to change.

Preventive Items and Services
Preventive items and services received at a licensed retail pharmacy, including certain items or services recommended with an "A" or "B" rating by the United States Preventive Services Task Force, immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention, and preventive care and screenings provided for in guidelines supported by the Health Resources and Services Administration are covered. To determine if a particular preventive item or service is covered, consult the Wellmark Blue Rx Value Plus Drug List or call the Customer Service number on your ID card.

Specialty Drugs
Specialty drugs are high-cost injectable, oral, or inhaled drugs typically used for treating or managing chronic illnesses. These drugs often require special handling (e.g., refrigeration) and administration. You must purchase specialty drugs through the specialty pharmacy program. They are not available through the mail order drug program.

Specialty drugs may be covered under your Blue Rx Value Plus prescription drug benefits or under your medical benefits. To determine whether a particular specialty drug is covered under your Blue Rx Value Plus prescription drug benefits or under your medical benefits, consult the Wellmark Blue Rx Value Plus Drug List at Wellmark.com, check with your pharmacist or physician, or call the Customer Service number on your ID card. See *Specialty Pharmacy Program*, page 51.

Nicotine Dependency Drugs
Prescription drugs and devices used to treat nicotine dependence, including over-the-counter drugs prescribed by a physician are covered.

Benefits Maximum: 180-days' supply of covered over-the-counter drugs for smoking cessation per calendar year.

Where to Purchase Prescription Drugs

Specialty Drugs. You must purchase specialty drugs through the specialty pharmacy program. CVS Specialty® is Wellmark's preferred specialty pharmacy program provider. If you purchase specialty drugs outside the specialty pharmacy program, you are responsible for the entire cost of the drug. See *Specialty Pharmacy Program*, page 51.

Limits on Prescription Drug Coverage

We may exclude, discontinue, or limit coverage for any drug by removing it from the Drug List or by moving a drug to a different tier on the Drug List for any of the following reasons:

- New drugs are developed.
- Generic drugs become available.
- Over-the-counter drugs with similar properties become available or a drug's active ingredient is available in a similar strength in an over-the-counter product or as a nutritional or dietary supplement product available over the counter.
- There is a sound medical reason.
- Scientific evidence does not show that a drug works as well and is as safe as other drugs used to treat the same or similar conditions.
- A drug receives FDA approval for a new use.

Drugs, Services, and Items that are Not Covered

Drugs, services, and items that are not covered under your prescription drug benefits include, but are not limited to:

- Drugs not listed on the Wellmark Blue Rx Value Plus Drug List.
- Specialty drugs purchased outside the specialty pharmacy program unless the specialty drug is covered under your medical benefits.
- Drugs in excess of a quantity limitation. See *Quantity Limitations* later in this section.
- Antigen therapy.
- Drugs that are not FDA-approved.
- Drugs that are not approved to be covered by Wellmark's P&T Committee.
- Investigational or experimental drugs.
- Compounded drugs that do not contain an active ingredient in a form that has been approved by the FDA and that require a prescription to obtain.
- Compounded drugs that contain bulk powders or that are commercially available as a similar prescription drug.
- Drugs determined to be abused or otherwise misused by you.
- Drugs that are lost, damaged, stolen, or used inappropriately.
- Contraceptive medical devices, such as intrauterine devices and diaphragms. These are covered under your medical benefits. See *Contraceptives*, page 18.
- Convenience packaging. If the cost of the convenience packaged drug exceeds what the drug would cost if purchased in its normal container, the convenience packaged drug is not covered.
- Cosmetic drugs.
- Infused drugs. These may be covered under your medical benefits. See *Specialty Drugs*, page 29.
- Irrigation solutions and supplies.
- Medication Therapy Management (MTM) when billed separately.
- Therapeutic devices or medical appliances.
- Infertility drugs.
- Weight reduction drugs.
- Difference in cost between the generic drug and the brand name drug when you purchase a brand name drug that has an FDA-approved "A"-rated medically appropriate generic equivalent.
- Erectile dysfunction drugs.

See Also:

Prescription Drugs, page 29.

Prescription Purchases Outside the United States

To qualify for benefits for prescription drugs purchased outside the United States, all of the following requirements must be met:

- You are injured or become ill while in a foreign country.
- The prescription drug's active ingredient and dosage form are FDA-approved or an FDA equivalent and has the same name and dosage form as the FDA-approved drug's active ingredient.
- The prescription drug would require a written prescription by a licensed practitioner if prescribed in the U.S.
- You provide acceptable documentation that you received a covered service from a practitioner or hospital and the practitioner or hospital prescribed the prescription drug.

Quantity Limitations

Most prescription drugs are limited to a maximum quantity you may receive in a single prescription.

Federal regulations limit the quantity that may be dispensed for certain medications. If your prescription is so regulated, it may not be available in the amount prescribed by your physician.

In addition, coverage for certain drugs is limited to specific quantities per month,

benefit year, or lifetime. Amounts in excess of quantity limitations are not covered.

For a list of drugs with quantity limits, check with your pharmacist or physician, consult the Wellmark Blue Rx Value Plus Drug List at *Wellmark.com*, or call the Customer Service number on your ID card.

Refills

To qualify for refill benefits, all of the following requirements must be met:

- Sufficient time has elapsed since the last prescription was written. Sufficient time means that at least 75 percent of the medication has been taken according to the instructions given by the practitioner.
- The refill is not to replace medications that have been lost, damaged, stolen, or used inappropriately.
- The refill is for use by the person for whom the prescription is written (and not someone else).
- The refill does not exceed the amount authorized by your practitioner.
- The refill is not limited by state law.

You are allowed one early refill per medication per calendar year if you will be away from home for an extended period of time.

If traveling within the United States, the refill amount will be subject to any applicable quantity limits under this coverage. If traveling outside the United States, the refill amount will not exceed a 90-day supply.

To receive authorization for an early refill, ask your pharmacist to call us.

4. General Conditions of Coverage, Exclusions, and Limitations

The provisions in this section describe general conditions of coverage and important exclusions and limitations that apply generally to all types of services or supplies.

Conditions of Coverage

Medically Necessary
A key general condition in order for you to receive benefits is that the service, supply, device, or drug must be medically necessary. Even a service, supply, device, or drug listed as otherwise covered in *Details – Covered and Not Covered* may be excluded if it is not medically necessary in the circumstances. Wellmark determines whether a service, supply, device, or drug is medically necessary. Wellmark's medically necessary analysis and determinations apply to any service, supply, device, or drug including, but not limited to, medical, mental health, and chemical dependency treatment, as appropriate. Even though a provider may recommend a service or supply, it may not be medically necessary.

A medically necessary health care service is one that a provider, exercising prudent clinical judgment, provides to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and satisfies all of the following criteria:

- Provided in accordance with generally accepted standards of medical practice. Generally accepted standards of medical practice are based on:
  - Nationally recognized utilization management standards as utilized by Wellmark; or
  - Wellmark's published Medical and Drug Policies as determined applicable by Wellmark; or
  - Credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community; or
  - Physician Specialty Society recommendations and the views of physicians practicing in the relevant clinical area.
- Clinically appropriate in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease,
- Not provided primarily for the convenience of the patient, physician, or other health care provider, and
- Not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the illness, injury or disease.

An alternative service, supply, device, or drug may meet the criteria of medical necessity for a specific condition. If alternatives are substantially equal in clinical effectiveness and use similar therapeutic agents or regimens, we reserve the right to approve the least costly alternative.

If you receive services that are not medically necessary, you are responsible for the cost if:

- You receive the services from an Out-of-Network Provider; or
- You receive the services from a PPO or Participating provider in the Wellmark service area and:
  - The provider informs you in writing before rendering the services that Wellmark determined the services to be not medically necessary; and
  - The provider gives you a written estimate of the cost for such services

and you agree in writing, before receiving the services, to assume the payment responsibility.

If you do not receive such a written notice, and do not agree in writing to assume the payment responsibility for services that Wellmark determined are not medically necessary, the PPO or Participating provider is responsible for these amounts.

- You are also responsible for the cost if you receive services from a provider outside of the Wellmark service area that Wellmark determines to be not medically necessary. This is true even if the provider does not give you any written notice before the services are rendered.

Member Eligibility
Another general condition of coverage is that the person who receives services must meet requirements for member eligibility. See *Coverage Eligibility and Effective Date*, page 67.

General Exclusions

Even if a service, supply, device, or drug is listed as otherwise covered in *Details – Covered and Not Covered,* it is not eligible for benefits if any of the following general exclusions apply.

Injuries Sustained Due to a Felony or Riot
You are not covered for injuries sustained while participating in a felony or riot or while incarcerated because of a felony or riot.

Investigational or Experimental
You are not covered for a service, supply, device, biological product, or drug that is investigational or experimental. You are also not covered for any care or treatments related to the use of a service, supply, device, biological product, or drug that is investigational or experimental. A treatment is considered investigational or experimental when it has progressed to limited human application but has not achieved recognition as being proven effective in clinical medicine. Our analysis of whether a service, supply, device, biological product, or drug is considered investigational or experimental is applied to medical, surgical, mental health, and chemical dependency treatment services, as applicable.

To determine investigational or experimental status, we may refer to the technical criteria established by the Blue Cross Blue Shield Association, including whether a service, supply, device, biological product, or drug meets these criteria:

- It has final approval from the appropriate governmental regulatory bodies.
- The scientific evidence must permit conclusions concerning its effect on health outcomes.
- It improves the net health outcome.
- It is as beneficial as any established alternatives.
- The health improvement is attainable outside the investigational setting.

These criteria are considered by the Blue Cross Blue Shield Association's Medical Advisory Panel for consideration by all Blue Cross and Blue Shield member organizations. While we may rely on these criteria, the final decision remains at the discretion of our Medical Director, whose decision is not controlled by policies or decisions of other Blue Cross and Blue Shield member organizations. You may access our medical policies, with supporting information and selected medical references for a specific service, supply, device, biological product, or drug through our website, *Wellmark.com*.

If you receive services that are investigational or experimental, you are responsible for the cost if:

- You receive the services from an Out-of-Network Provider; or
- You receive the services from a PPO or Participating provider in the Wellmark service area and:

  - The provider informs you in writing before rendering the services that Wellmark determined the services to be investigational or experimental; and
  - The provider gives you a written estimate of the cost for such services and you agree in writing, before receiving the services, to assume the payment responsibility.

  If you do not receive such a written notice, and do not agree in writing to assume the payment responsibility for services that Wellmark determined to be investigational or experimental, the PPO or Participating provider is responsible for these amounts.
- You are also responsible for the cost if you receive services from a provider outside of the Wellmark service area that Wellmark determines to be investigational or experimental. This is true even if the provider does not give you any written notice before the services are rendered.

See Also:

Clinical Trials, page 18.

Complications of a Noncovered Service

You are not covered for a complication resulting from a noncovered service, supply, device, or drug. However, this exclusion does not apply to the treatment of complications resulting from:

- Smallpox vaccinations when payment for such treatment is not available through workers' compensation or government-sponsored programs; or
- A noncovered abortion.

Nonmedical or Administrative Services

You are not covered for telephone consultations, charges for failure to keep scheduled appointments, charges for completion of any form, charges for medical information, recreational therapy and other sensory-type activities, administrative services (such as interpretive services, pre-care assessments, health risk assessments, case management, care coordination, or development of treatment plans) when billed separately, and any services or supplies that are nonmedical.

Provider Is Family Member

You are not covered for a service or supply received from a provider who is in your immediate family (which includes yourself, parent, child, or spouse or domestic partner) unless the provider is the only provider within a reasonable geographic distance and the provider is acting within the scope of his or her practice.

Covered by Other Programs or Laws

You are not covered for a service, supply, device, or drug if:

- Someone else has the legal obligation to pay for services or without this group health plan, you would not be charged.
- You require services or supplies for an illness or injury sustained while on active military status.

Workers' Compensation

You are not covered for services or supplies for which we learn or are notified by you, your provider, or our vendor that such services or supplies are related to a work related illness or injury, including services or supplies applied toward satisfaction of any deductible under your employer's workers' compensation coverage. We will comply with our statutory obligation regarding payment on claims on which workers' compensation liability is unresolved. You are also not covered for any services or supplies that could have been compensated under workers' compensation laws if:

- you did not comply with the legal requirements relating to notice of injury, timely filing of claims, and medical treatment authorization; or
- you had not rejected workers' compensation coverage pursuant to South Dakota Code Section 62-3-5.1.

The exclusion for services or supplies related to work related illness or injury does not exclude coverage for such illness or injury if you are exempt from coverage under South Dakota's workers' compensation statutes, unless you or your employer has elected or obtained workers' compensation coverage as provided in South Dakota Code Sections 62-3-17 or 58-20-3.

Wellmark Medical and Drug Policies
Wellmark maintains Medical and Drug Policies that are applied in conjunction with other resources to determine whether a specific service, supply, device, biological product, or drug is a covered service under the terms of this summary plan description. These policies are hereby incorporated into this summary plan description. You may access these policies along with supporting information and selected medical references through our website, *Wellmark.com*.

Benefit Limitations

Benefit limitations refer to amounts for which you are responsible under this group health plan. These amounts are not credited toward your out-of-pocket maximum. In addition to the exclusions and conditions described earlier, the following are examples of benefit limitations under this group health plan:

- A service or supply that is not covered under this group health plan is your responsibility.
- If a covered service or supply reaches a benefits maximum, it is no longer eligible for benefits. (A maximum may renew at the next benefit year.) See *Details – Covered and Not Covered,* page 15.
- If you receive benefits that reach a lifetime benefits maximum applicable to any specific service, then you are no longer eligible for benefits for that service under this group health plan. See *Benefits Maximums*, page 6, and *At a Glance–Covered and Not Covered*, page 11.
- If you do not obtain precertification for certain medical services, benefits can be denied. You are responsible for benefit denials only if you are responsible (not your provider) for notification. A PPO Provider in South Dakota or Iowa will handle notification requirements for you. If you see a PPO Provider outside South Dakota or Iowa, you are responsible for notification requirements. See *Notification Requirements and Care Coordination*, page 53.
- If you do not obtain prior approval for certain medical services, benefits will be denied on the basis that you did not obtain prior approval. Upon receiving an Explanation of Benefits (EOB) indicating a denial of benefits for failure to request prior approval, you will have the opportunity to appeal (see the *Appeals* section) and provide us with medical information for our consideration in determining whether the services were medically necessary and a benefit under your medical benefits. Upon review, if we determine the service was medically necessary and a benefit under your medical benefits, benefits for that service will be provided according to the terms of your medical benefits.

  You are responsible for these benefit denials only if you are responsible (not your provider) for notification. A PPO Provider in South Dakota or Iowa will handle notification requirements for you. If you see a PPO Provider outside South Dakota or Iowa, you are responsible for notification requirements. See *Notification Requirements and Care Coordination*, page 53.
- If you do not obtain prior authorization for certain prescription drugs, benefits can be denied. See *Notification Requirements and Care Coordination*, page 53.

- The type of provider you choose can affect your benefits and what you pay. See *Choosing a Provider*, page 45, and *Factors Affecting What You Pay*, page 59. An example of a charge that depends on the type of provider includes, but is not limited to:
  - Any difference between the provider's amount charged and our amount paid is your responsibility if you receive services from an Out-of-Network Provider.

5. Choosing a Provider

Medical

Provider Network

Under the medical benefits of this plan your network of providers consists of PPO and Participating providers. All other providers are Out-of-Network Providers.

It relies on a preferred provider organization (PPO) network, which consists of providers that participate directly with the Wellmark Blue PPO network and providers that participate with other Blue Cross and/or Blue Shield preferred provider organizations (PPOs). These PPO Providers offer services to members of contracting medical benefits plans at a reduced cost, which usually results in the least expense for you.

Non-PPO providers are either Participating or Out-of-Network. If you are unable to utilize a PPO Provider, it is usually to your advantage to visit what we call a *Participating Provider*. Participating Providers participate with a Blue Cross and/or Blue Shield Plan in another state or service area, but not with a PPO.

Other providers are considered Out-of-Network, and you will usually pay the most for services you receive from them.

See *What You Pay,* page 3 and *Factors Affecting What You Pay,* page 59.

To determine if a provider participates with this medical benefits plan, ask your provider, refer to our online provider directory at *Wellmark.com*, or call the Customer Service number on your ID card. Our provider directory is also available upon request by calling the Customer Service number on your ID card.

Providers are independent contractors and are not agents or employees of Wellmark Blue Cross and Blue Shield of South Dakota.

For types of providers that may be covered under your medical benefits, see *Hospitals and Facilities*, page 23 and *Physicians and Practitioners*, page 28.

Please note: Even if a specific provider type is not listed as a recognized provider type, Wellmark does not discriminate against a licensed health care provider acting within the scope of his or her state license or certification with respect to coverage under this plan.

Please note: Even though a facility may be PPO or Participating, particular providers within the facility may not be PPO or Participating providers. Examples include Out-of-Network physicians on the staff of a PPO or Participating hospital, home medical equipment suppliers, and other independent providers. Therefore, when you are referred by a PPO or Participating provider to another provider, or when you are admitted into a facility, always ask if the providers contract with a Blue Cross and/or Blue Shield Plan.

Always carry your ID card and present it when you receive services. Information on it, especially the ID number, is required to process your claims correctly.

Pharmacies that contract with our pharmacy benefits manager are considered Participating Providers. Pharmacies that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers. To determine if a pharmacy contracts with our pharmacy benefits manager, ask the pharmacist, consult the directory of participating pharmacies on our website at *Wellmark.com*, or call the Customer Service number on your ID card. See *Choosing a Pharmacy* and *Specialty Pharmacy Program* later in this section.

Provider Comparison Chart	PPO	Participating	Out-of-Network
Accepts Blue Cross and/or Blue Shield payment arrangements.	Yes	Yes	No
Minimizes your payment obligations. See *What You Pay,* page 3.	Yes	No	No
Claims are filed for you.	Yes	Yes	No
Blue Cross and/or Blue Shield pays these providers directly.	Yes	Yes	No
Notification requirements are handled for you.	Yes*	Yes*	No

*If you visit a PPO or Participating provider outside the Wellmark service area, you are responsible for notification requirements. See *Services Outside the Wellmark Service Area* later in this section.

Services Outside the Wellmark Service Area

BlueCard Program

This program ensures that members of any Blue Plan have access to the advantages of PPO Providers throughout the United States. Participating Providers have a contractual agreement with the Blue Cross or Blue Shield Plan in their home state ("Host Blue"). The Host Blue is responsible for contracting with and generally handling all interactions with its Participating Providers.

The BlueCard Program is one of the advantages of your coverage with Wellmark Blue Cross and Blue Shield of South Dakota. It provides conveniences and benefits outside the Wellmark service area similar to those you would have within our service area when you obtain covered medical services from a PPO Provider. Always carry your ID card (or BlueCard) and present it to your provider when you receive care. Information on it, especially the ID number, is required to process your claims correctly.

PPO Providers may not be available in some states. In this case, when you receive covered services from a non-PPO provider (i.e., a Participating or Out-of-Network provider), you will receive many of the same advantages as when you receive covered services from a PPO Provider. However, because we do not have contracts with Out-of-Network Providers and they may not accept our payment arrangements, you are responsible for any difference between the amount charged and our amount paid for a covered service.

PPO Providers contract with the Blue Cross and/or Blue Shield preferred provider organization (PPO) in their home state.

When you receive covered services from PPO or Participating providers outside the Wellmark service area, all of the following statements are true:

- Claims are filed for you.
- These providers agree to accept payment arrangements or negotiated prices of the Blue Cross and/or Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.
- The group health plan payment is sent directly to the providers.
- Wellmark requires claims to be filed within 180 days following the date of service. However, if the PPO or Participating provider's contract with the Host Blue has a requirement that a claim be filed in a timeframe exceeding 180 days following the date of service, Wellmark will process the claim according to the Host Blue's contractual filing requirement. If you receive services from an Out-of-Network

Provider, the claim has to be filed within 180 days following the date of service.

Typically, when you receive covered services from PPO or Participating providers outside the Wellmark service area, you are responsible for notification requirements. See *Notification Requirements and Care Coordination*, page 53. However, if you are admitted to a BlueCard facility outside the Wellmark service area, any PPO or Participating provider should handle notification requirements for you.

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

When you receive care outside of our service area, you will receive it from one of two kinds of providers. Most providers ("Participating Providers") contract with the local Blue Cross and/or Blue Shield Plan in that geographic area ("Host Blue"). Some providers ("Out-of-Network Providers") don't contract with the Host Blue. In the following paragraphs we explain how we pay both kinds of providers.

Inter-Plan Arrangements Eligibility – Claim Types

All claim types are eligible to be processed through Inter-Plan Arrangements, as described previously, except for all dental care benefits (except when paid as medical benefits), and those prescription drug benefits or vision care benefits that may be administered by a third party contracted by us to provide the specific service or services.

BlueCard® Program

Under the BlueCard® Program, when you receive covered services within the geographic area served by a Host Blue, we will remain responsible for doing what we agreed to in the contract. However, the Host Blue is responsible for contracting with and generally handling all interactions with its Participating Providers.

When you receive covered services outside Wellmark's service area and the claim is processed through the BlueCard Program, the amount you pay for covered services is calculated based on the lower of:

- The billed charges for covered services; or
- The negotiated price that the Host Blue makes available to us.

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

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

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

Federal or state laws or regulations may require a surcharge, tax, or other fee that applies to insured accounts. If applicable, we will include any such surcharge, tax, or

other fee as part of the claim charge passed on to you.

Out-of-Network Providers Outside the Wellmark Service Area
Your Liability Calculation. When covered services are provided outside of our service area by Out-of-Network Providers, the amount you pay for such services will normally be based on either the Host Blue's Out-of-Network Provider local payment or the pricing arrangements required by applicable state law. In these situations, you may be responsible for the difference between the amount that the Out-of-Network Provider bills and the payment we will make for the covered services as set forth in this SPD. Federal or state law, as applicable, will govern payments for Out-of-Network emergency services.

In certain situations, we may use other payment methods, such as billed charges for covered services, the payment we would make if the healthcare services had been obtained within our service area, or a special negotiated payment to determine the amount we will pay for services provided by Out-of-Network Providers. In these situations, you may be liable for the difference between the amount that the Out-of-Network Provider bills and the payment we will make for the covered services as set forth in this SPD.

Care in a Foreign Country
For covered services you receive in a country other than the United States, payment level assumes the provider category is Out-of-Network except for services received from providers that participate with Blue Cross Blue Shield Global Core.

Blue Cross Blue Shield Global® Core Program
If you are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter "BlueCard service area"), you may be able to take advantage of the Blue Cross Blue Shield Global Core Program when accessing covered services. The Blue Cross Blue Shield Global Core Program is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although the Blue Cross Blue Shield Global Core Program assists you with accessing a network of inpatient, outpatient, and professional providers, the network is not served by a Host Blue. As such, when you receive care from providers outside the BlueCard service area, you will typically have to pay the providers and submit the claims yourself to obtain reimbursement for these services.

If you need medical assistance services (including locating a doctor or hospital) outside the BlueCard service area, you should call the Blue Cross Blue Shield Global Core Service Center at **800-810-BLUE** (2583) or call collect at **804-673-1177**, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, can arrange a physician appointment or hospitalization, if necessary.

Inpatient Services. In most cases, if you contact the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require you to pay for covered inpatient services, except for your deductibles, etc. In such cases, the hospital will submit your claims to the Blue Cross Blue Shield Global Core Service Center to begin claims processing. However, if you paid in full at the time of service, you must submit a claim to receive reimbursement for covered services. **You must contact us to obtain precertification for non-emergency inpatient services.**

Outpatient Services. Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require you to pay in full at the time of service. You must submit a claim to obtain reimbursement for covered services. See *Claims,* page 83.

Submitting a Blue Cross Blue Shield Global Core Claim

When you pay for covered services outside the BlueCard service area, you must submit a claim to obtain reimbursement. For institutional and professional claims, you should complete a Blue Cross Blue Shield Global Core International claim form and send the claim form with the provider's itemized bill(s) to the Blue Cross Blue Shield Global Core Service Center (the address is on the form) to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of your claim. The claim form is available from us, the Blue Cross Blue Shield Global Core Service Center, or online at *www.bcbsglobalcore.com*. If you need assistance with your claim submission, you should call the Blue Cross Blue Shield Global Core Service Center at **800-810-BLUE** (2583) or call collect at **804-673-1177**, 24 hours a day, seven days a week.

Whenever possible, before receiving services outside the Wellmark service area, you should ask the provider if he or she participates with a Blue Cross and/or Blue Shield Plan in that state. To locate PPO Providers in any state, call **800-810-BLUE**, or visit *www.bcbs.com*.

South Dakota and Iowa comprise the Wellmark service area.

Laboratory services. You may have laboratory specimens or samples collected by a PPO Provider and those laboratory specimens may be sent to another laboratory services provider for processing or testing. If that laboratory services provider does not have a contractual relationship with the Blue Plan where the specimen was drawn,* that provider will be considered an Out-of-Network Provider and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service.

*Where the specimen is drawn will be determined by which state the referring provider is located.

Home/durable medical equipment. If you purchase or rent home/durable medical equipment from a provider that does not have a contractual relationship with the Blue Plan where you purchased or rented the equipment, that provider will be considered an Out-of-Network Provider and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service.

If you purchase or rent home/durable medical equipment and have that equipment shipped to a service area of a Blue Plan that does not have a contractual relationship with the home/durable medical equipment provider, that provider will be considered Out-of-Network and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service. This includes situations where you purchase or rent home/durable medical equipment and have the equipment shipped to you in Wellmark's service area, when Wellmark does not have a contractual relationship with the home/durable medical equipment provider.

Prosthetic devices. If you purchase prosthetic devices from a provider that does not have a contractual relationship with the Blue Plan where you purchased the prosthetic devices, that provider will be considered an Out-of-Network Provider and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service.

If you purchase prosthetic devices and have that equipment shipped to a service area of a Blue Plan that does not have a contractual relationship with the provider, that provider will be considered Out-of-Network and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service. This includes situations where you purchase prosthetic devices and have them shipped to you in Wellmark's service area, when Wellmark does not have a contractual relationship with the provider.

Talk to your provider. Whenever possible, before receiving laboratory services, home/durable medical equipment, or prosthetic devices, ask your provider to utilize a provider that has a contractual arrangement with the Blue Plan where you received services, purchased or rented equipment, or shipped equipment, or ask your provider to utilize a provider that has a contractual arrangement with Wellmark.

To determine if a provider has a contractual arrangement with a particular Blue Plan or with Wellmark, call the Customer Service number on your ID card or visit our website, *Wellmark.com*.

See *Out-of-Network Providers,* page 60.

Prescription Drugs

Choosing a Pharmacy

Your prescription drug benefits are called Blue Rx Value Plus. Pharmacies that participate with the network used by Blue Rx Value Plus are called participating pharmacies. Pharmacies that do not participate with the network are called nonparticipating pharmacies.

To determine if a pharmacy is participating, ask the pharmacist, consult the directory of participating pharmacies on our website at *Wellmark.com*, or call the Customer Service number on your ID card. Our directory also is available upon request by calling the Customer Service number on your ID card.

Blue Rx Value Plus allows you to purchase most covered prescription drugs from almost any pharmacy you choose. However, you will usually pay more for prescription drugs when you purchase them from nonparticipating pharmacies. Remember, you are responsible for the entire cost if you purchase a drug that is not on the Wellmark Drug List. We recommend you:

- Fill your prescriptions at a participating retail pharmacy, through the specialty pharmacy program, or through the mail order drug program. See *Mail Order Drug Program* and *Specialty Pharmacy Program* later in this section.
- Advise your physician that you are covered under Blue Rx Value Plus.
- Always present your ID card when filling prescriptions. Your ID card enables participating pharmacists to access your benefits information.

Advantages of Visiting Participating Pharmacies

When you fill your prescription at participating pharmacies:

- You will usually pay less. If you use a nonparticipating pharmacy, you must pay the amount charged at the time of purchase, and the amount we reimburse you may be less than what you paid. You are responsible for this difference.
- The participating pharmacist can check whether your prescription is subject to prior authorization or quantity limits.
- The participating pharmacist can access your benefit information, verify your eligibility, check whether the prescription is a benefit under your Blue Rx Value Plus prescription drug benefits, list the amount you are expected to pay, and suggest generic alternatives.

Always Present Your ID Card
If you do not have your ID card with you when you fill a prescription at a participating pharmacy, the pharmacist may not be able to access your benefit information. In this case:

- You must pay the full amount charged at the time you receive your prescription, and the amount we reimburse you may be less than what you paid. You are responsible for this difference.
- You must file your claim to be reimbursed. See *Claims*, page 83.

Specialty Pharmacy Program

Specialty pharmacies deliver specialty drugs directly to your home or to your physician's office. You must purchase specialty drugs through the specialty pharmacy program. CVS Specialty® is Wellmark's preferred specialty pharmacy program provider. You must register as a specialty pharmacy program user in order to fill your prescriptions through the specialty pharmacy program. For information on how to register, call the Customer Service number on your ID card or visit our website at *Wellmark.com*.

You are not covered for specialty drugs purchased outside the specialty pharmacy program unless the specialty drug is covered under your medical benefits.

The specialty pharmacy program administers the distribution of specialty drugs to the home and to physicians' offices.

Mail Order Drug Program

When you fill your prescription through the mail order drug program, you will usually pay less than if you use a nonparticipating mail order pharmacy.

You must register as a mail service user in order to fill your prescriptions through the mail order drug program. For information on how to register, visit our website, *Wellmark.com*, or call the Customer Service number on your ID card.

Mail order pharmacy providers outside our mail order program are considered nonparticipating pharmacies. If you purchase covered drugs from nonparticipating mail order pharmacies, you will usually pay more.

When you purchase covered drugs from nonparticipating pharmacies you are responsible for the amount charged for the drug at the time you fill your prescription, and then you must file a claim to be reimbursed. Once you submit a claim, you will receive credit toward your deductible or be reimbursed up to the maximum allowable fee of the drug, less your payment obligation. The maximum allowable fee may be less than the amount you paid. In other words, you are responsible for any difference in cost between what the pharmacy charges you for the drug and our reimbursement amount.

See *Participating vs. Nonparticipating Pharmacies*, page 64.

6. Notification Requirements and Care Coordination

Medical

Many services including, but not limited to, medical, surgical, mental health, and chemical dependency treatment services, require a notification to us or a review by us. If you do not follow notification requirements properly, you may have to pay for services yourself, so the information in this section is critical. For a complete list of services subject to notification or review, visit *Wellmark.com* or call the Customer Service number on your ID card.

Providers and Notification Requirements
PPO or Participating providers in South Dakota and Iowa should handle notification requirements for you. If you are admitted to a PPO or Participating facility outside South Dakota or Iowa, the PPO or Participating provider should handle notification requirements for you.

If you receive any other covered services (i.e., services unrelated to an inpatient admission) from a PPO or Participating provider outside South Dakota or Iowa, or if you see an Out-of-Network Provider, you or someone acting on your behalf is responsible for notification requirements.

More than one of the notification requirements and care coordination programs described in this section may apply to a service. Any notification or care coordination decision is based on the medical benefits in effect at the time of your request. If your coverage changes for any reason, you may be required to repeat the notification process.

You or your authorized representative, if you have designated one, may appeal a denial of benefits resulting from these notification requirements and care coordination programs. See *Appeals*, page 93. Also see *Authorized Representative*, page 99.

Precertification

Purpose	Precertification helps determine whether a service or admission to a facility is medically necessary. Precertification is required; however, it does not apply to maternity or emergency services.
Applies to	For a complete list of the services subject to precertification, visit *Wellmark.com* or call the Customer Service number on your ID card.
Person Responsible for Obtaining Precertification	**You** or someone acting on your behalf is responsible for obtaining precertification if: ■ You receive services subject to precertification from an Out-of-Network Provider; or ■ You receive non-inpatient services subject to precertification from a PPO or Participating provider outside South Dakota or Iowa. **Your Provider** should obtain precertification for you if: ■ You receive services subject to precertification from a PPO Provider in South Dakota or Iowa; or

	■ You receive inpatient services subject to precertification from a PPO or Participating provider outside South Dakota or Iowa. **Please note:** If you are ever in doubt whether precertification has been obtained, call the Customer Service number on your ID card.
Process	When you, instead of your provider, are responsible for precertification, call the phone number on your ID card before receiving services. Wellmark will respond to a precertification request within: ■ 24 hours in a medically urgent situation; ■ 15 days in a non-medically urgent situation. Precertification requests must include supporting clinical information to determine medical necessity of the service or admission. After you receive the service(s), Wellmark may review the related medical records to confirm the records document the services subject to the approved precertification request. The medical records also must support the level of service billed and document that the services have been provided by the appropriate personnel with the appropriate level of supervision.
Importance	If you choose to receive services subject to precertification, you will be responsible for the charges as follows: ■ If you receive services subject to precertification from an Out-of-Network Provider and we determine that the procedure was not medically necessary you will be responsible for the full charge. Denied benefits that result from failure to follow notification requirements are not credited toward your out-of-pocket maximum. See *What You Pay*, page 3.

Notification

Purpose	Notification of most facility admissions and certain services helps us identify and initiate discharge planning or care coordination. Notification is required.
Applies to	For a complete list of the services subject to notification, visit *Wellmark.com* or call the Customer Service number on your ID card.
Person Responsible	PPO Providers in the states of South Dakota and Iowa perform notification for you. However, you or someone acting on your behalf is responsible for notification if: ■ You receive services subject to notification from a provider outside South Dakota or Iowa; ■ You receive services subject to notification from a Participating or Out-of-Network provider.
Process	When you, instead of your provider, are responsible for notification, call the phone number on your ID card before receiving services, except when you are unable to do so due to a medical emergency. In the case of an emergency admission, you must notify us within one business day of the admission or the receipt of services or as soon as reasonably possible thereafter.

Prior Approval

Purpose	Prior approval helps determine whether a proposed treatment plan is medically necessary and a benefit under your medical benefits. Prior approval is required.
Applies to	For a complete list of the services subject to prior approval, visit *Wellmark.com* or call the Customer Service number on your ID card.
Person Responsible for Obtaining Prior Approval	**You** or someone acting on your behalf is responsible for obtaining prior approval if: ■ You receive services subject to prior approval from an Out-of-Network Provider; or ■ You receive non-inpatient services subject to prior approval from a PPO or Participating provider outside South Dakota or Iowa. **Your Provider** should obtain prior approval for you if: ■ You receive services subject to prior approval from a PPO Provider in South Dakota or Iowa; or ■ You receive inpatient services subject to prior approval from a PPO or Participating provider outside South Dakota or Iowa. **Please note:** If you are ever in doubt whether prior approval has been obtained, call the Customer Service number on your ID card.
Process	When you, instead of your provider, are responsible for requesting prior approval, call the number on your ID card to obtain a prior approval form and ask the provider to help you complete the form. Wellmark will determine whether the requested service is medically necessary and eligible for benefits based on the written information submitted to us. We will respond to a prior approval request in writing to you and your provider within: ■ 24 hours in a medically urgent situation. ■ 15 days in a non-medically urgent situation. Prior approval requests must include supporting clinical information to determine medical necessity of the services or supplies.

Importance	If your request is approved, the service is covered provided other contractual requirements, such as member eligibility and benefits maximums, are observed. If your request is denied, the service is not covered, and you will receive a notice with the reasons for denial. If you do not request prior approval for a service, the benefit for that service will be denied on the basis that you did not request prior approval. Upon receiving an Explanation of Benefits (EOB) indicating a denial of benefits for failure to request prior approval, you will have the opportunity to appeal (see the *Appeals* section) and provide us with medical information for our consideration in determining whether the services were medically necessary and a benefit under your medical benefits. Upon review, if we determine the service was medically necessary and a benefit under your medical benefits, the benefit for that service will be provided according to the terms of your medical benefits. Approved services are eligible for benefits for a limited time. Approval is based on the medical benefits in effect and the information we had as of the approval date. If your coverage changes for any reason (for example, because of a new job or new medical benefits), an approval may not be valid. If your coverage changes before the approved service is performed, a new approval is recommended. **Note:** When prior approval is required, and an admission to a facility is required for that service, the admission also may be subject to notification or precertification. See *Precertification* and *Notification* earlier in this section.

Concurrent Review

Purpose	Concurrent review is a utilization review conducted during a member's facility stay or course of treatment at home or in a facility setting to determine whether the place or level of service is medically necessary. This care coordination program occurs without any notification required from you.
Applies to	For a complete list of the services subject to concurrent review, visit *Wellmark.com* or call the Customer Service number on your ID card.
Person Responsible	Wellmark
Process	Wellmark may review your case to determine whether your current place or level of care is medically necessary. Responses to Wellmark's concurrent review requests must include supporting clinical information to determine medical necessity as a condition of your coverage.
Importance	Wellmark may require a change in the place or level of care in order to continue providing benefits. If we determine that your current facility setting or level of care is no longer medically necessary, we will notify you, your attending physician, and the facility or agency at least 24 hours before your benefits for these services end.

Case Management

Purpose	Case management is intended to identify and assist members with the most severe illnesses or injuries by collaborating with members, members' families, and providers to develop individualized care plans.
Applies to	A wide group of members including those who have experienced potentially preventable emergency room visits; hospital admissions/readmissions; those with catastrophic or high cost health care needs; those with potential long term illnesses; and those newly diagnosed with health conditions requiring lifetime management. Examples where case management might be appropriate include but are not limited to: Brain or Spinal Cord Injuries Cystic Fibrosis Degenerative Muscle Disorders Hemophilia Pregnancy (high risk) Transplants
Person Responsible	You, your physician, and the health care facility can work with Wellmark's case managers. Wellmark may initiate a request for case management.
Process	Members are identified and referred to the Case Management program through Customer Service and claims information, referrals from providers or family members, and self-referrals from members.
Importance	Case management is intended to identify and coordinate appropriate care and care alternatives including reviewing medical necessity; negotiating care and services; identifying barriers to care including contract limitations and evaluation of solutions outside the group health plan; assisting the member and family to identify appropriate community-based resources or government programs; and assisting members in the transition of care when there is a change in coverage.

Prescription Drugs

Prior Authorization of Drugs

Purpose	Prior authorization allows us to verify that a prescription drug is part of a specific treatment plan and is medically necessary.
Applies to	Consult the Drug List to determine if a particular drug requires prior authorization. You can locate this list by visiting *Wellmark.com*. You may also check with your pharmacist or practitioner to determine whether prior authorization applies to a drug that has been prescribed for you.
Person Responsible	You are responsible for prior authorization.
Process	Ask your practitioner to call us with the necessary information. If your practitioner has not provided the prior authorization information, participating pharmacists usually ask for it, which may delay filling your prescription. To avoid delays, encourage your provider to complete the prior authorization process before filling your prescription. Nonparticipating pharmacists will fill a prescription without prior authorization but you will be responsible for paying the charge. Wellmark will respond to a prior authorization request within: ■ 24 hours in a medically urgent situation. ■ 15 days in a non-medically urgent situation. Calls received after 4:00 p.m. are considered the next business day.
Importance	If you purchase a drug that requires prior authorization but do not obtain prior authorization, you are responsible for paying the entire amount charged.

7. Factors Affecting What You Pay

How much you pay for covered services is affected by many different factors discussed in this section.

Medical

Benefit Year

A benefit year is a period of 12 consecutive months beginning on July 1 or beginning on the day your coverage goes into effect. The benefit year starts over each July 1. Your benefit year continues even if your employer or group sponsor changes Wellmark group health plan benefits during the year or you change to a different plan offering mid-benefit year from your same employer or group sponsor.

Certain coverage changes result in your Wellmark identification number changing. In some cases, a new benefit year will start under the new ID number for the rest of the benefit year. In this case, the benefit year would be less than a full 12 months. In other cases (e.g., adding your spouse to your coverage) the benefit year would continue and not start over.

If you are an inpatient in a covered facility on the date of your annual benefit year renewal, your benefit limitations and payment obligations, including your deductible and out-of-pocket maximum, for facility services will renew and will be based on the benefit limitations and payment obligation amounts in effect on the date you were admitted. However, your payment obligations, including your deductible and out-of-pocket maximum, for practitioner services will be based on the payment obligation amounts in effect on the day you receive services.

The benefit year is important for calculating:

- Deductible.
- Out-of-pocket maximum.
- Benefits maximum.

Provider Network

Under the medical benefits of this plan, your network of providers consists of PPO and Participating providers. All other providers are Out-of-Network Providers.

PPO Providers

Blue Cross and Blue Shield Plans have contracting relationships with PPO Providers. When you receive services from PPO Providers:

- The PPO payment obligation amounts may be waived or may be less than the Participating and Out-of-Network amounts for certain covered services. See *Waived Payment Obligations*, page 6.
- These providers agree to accept Wellmark's payment arrangements, or payment arrangements or negotiated prices of the Blue Cross and Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.
- The health plan payment is sent directly to the provider.

Participating Providers

Wellmark and Blue Cross and/or Blue Shield Plans have contracting relationships with Participating Providers. Pharmacies that contract with our pharmacy benefits manager are considered Participating Providers. To determine if a pharmacy contracts with our pharmacy benefits manager, ask the pharmacist, consult the directory of participating pharmacies on our website at *Wellmark.com*, or call the Customer Service number on your ID card. When you receive services from Participating Providers:

- The Participating payment obligation amounts may be waived or may be less than the Out-of-Network amounts for certain covered services. See *Waived Payment Obligations*, page 6.
- These providers agree to accept Wellmark's payment arrangements, or payment arrangements or negotiated prices of the Blue Cross and Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.
- The health plan payment is sent directly to the provider.

Out-of-Network Providers

Wellmark and Blue Cross and/or Blue Shield Plans do not have contracting relationships with Out-of-Network Providers, and they may not accept our payment arrangements. Pharmacies other than those participating in the specialty pharmacy program that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers. Therefore, when you receive services from Out-of-Network Providers:

- You are responsible for any difference between the amount charged and our payment for a covered service. In the case of services received outside Iowa or South Dakota, our maximum payment for services by an Out-of-Network Provider will generally be based on either the Host Blue's Out-of-Network Provider local payment or the pricing arrangements required by applicable state law. In certain situations, we may use other payment bases, such as the amount charged for a covered service, the payment we would make if the services had been obtained within Iowa or South Dakota, or a special negotiated payment, as permitted under Inter-Plan Programs policies, to determine the amount we will pay for services you receive from Out-of-Network Providers. See *Services Outside the Wellmark Service Area,* page 46.
- Wellmark does not make claim payments directly to these providers. You are responsible for ensuring that your provider is paid in full.

Amount Charged and Maximum Allowable Fee

Amount Charged

The amount charged is the amount a provider charges for a service or supply, regardless of whether the services or supplies are covered under your medical benefits.

Maximum Allowable Fee

The maximum allowable fee is the amount, established by Wellmark, using various methodologies for covered services and supplies. Wellmark's amount paid is based on the lesser of the amount charged for a covered service or supply or the maximum allowable fee.

Payment Arrangements

Payment Arrangement Savings

Wellmark has contracting relationships with PPO Providers. We use different methods to determine payment arrangements, including negotiated fees. These payment arrangements usually result in savings.

The savings from payment arrangements and other important amounts will appear on your Explanation of Benefits statement as follows:

- *Network Savings*, which reflects the amount you save on a claim by receiving services from a Participating or PPO provider. For the majority of services, the savings reflects the actual amount you save on a claim. However, depending on many factors, the amount we pay a provider could be different from the covered charge. Regardless of the amount we pay a Participating or PPO provider, your payment responsibility will always be based on the lesser of the covered charge or the maximum allowable fee.

- *Amount Not Covered*, which reflects the portion of provider charges not covered under your health benefits and for which you are responsible. This amount may include services or supplies not covered; amounts in excess of a benefit maximum, benefit year maximum, or lifetime benefits maximum; denials for failure to follow a required precertification; and the difference between the amount charged and the maximum allowable fee for services from an Out-of-Network Provider. For general exclusions and examples of benefit limitations, see *General Conditions of Coverage, Exclusions, and Limitations*, page 39.
- *Amount Paid by Health Plan*, which reflects our payment responsibility to a provider or to you. We determine this amount by subtracting the following amounts (if applicable) from the amount charged:
  - Deductible.
  - Amounts representing any general exclusions and conditions.
  - Network savings.

Payment Method for Services
When you receive a covered service or services that result in multiple claims, we will calculate your payment obligations based on the order in which we process the claims.

Provider Payment Arrangements
Provider payment arrangements are calculated using industry methods including, but not limited to, fee schedules, per diems, percentage of charge, capitation, or episodes of care. Some provider payment arrangements may include an amount payable to the provider based on the provider's performance. Performance-based amounts that are not distributed are not allocated to your specific group or to your specific claims and are not considered when determining any amounts you may owe. We reserve the right to change the methodology we use to calculate payment arrangements based on industry practice or business need. PPO and Participating providers agree to accept our payment arrangements as full settlement for providing covered services, except to the extent of any amounts you may owe.

Specialty Drug Manufacturer Discount Card Program

Certain specialty medications may qualify for manufacturer discount card programs which could lower your out-of-pocket costs for those products. You may not receive credit toward your maximum out-of-pocket for any deductible amounts that are applied to a manufacturer coupon or rebate.

This Specialty Drug Manufacturer Discount Card Program is offered as part of your plan's preferred specialty pharmacy network with CVS Caremark's affiliate CVS Specialty. The list of specialty drugs eligible for this Specialty Drug Manufacturer Discount Card Program is subject to change as determined by CVS Specialty.

Prescription Drug Discounts

If you receive a discount card, coupon, rebate, or other credit from a provider, including a pharmaceutical company, that is applied to reduce your out-of-pocket payment for health care services or products, including prescription drugs, it is your responsibility to report to us the amount of such discount card, coupon, rebate, or other credit so that amount is not counted as part of the deductible and out-of-pocket maximum required under your coverage. If you do not report this information to us, you may lose your eligibility to contribute to a health savings account, with any contributions resulting in a tax liability and penalty. To report to us the use and amount of a discount card, coupon, rebate, or other credit, call the Customer Service number on your ID card.

Pharmacy Benefits Manager Fees and Drug Company Rebates

Wellmark contracts with a pharmacy benefits manager to provide pharmacy benefits management services to its accounts, such as your group. Your group is to pay a monthly fee for such services.

Drug manufacturers offer rebates to pharmacy benefits managers. After your group has had Wellmark prescription drug coverage for at least nine months, the pharmacy benefits manager contracting with Wellmark will calculate, on a quarterly basis, your group's use of drugs for which rebates have been paid. Wellmark receives these rebates. Your group will be credited with rebate amounts forwarded to us by the pharmacy benefits manager unless your group's arrangement with us requires us to reduce such rebated amounts by the amount of any fees we paid to the pharmacy benefits manager for the services rendered to your group. We will not distribute these rebate amounts to you, and rebates will not be considered when determining your payment obligations.

Prescription Drugs

Benefit Year

A benefit year is a period of 12 consecutive months beginning on July 1 or beginning on the day your coverage goes into effect. The benefit year starts over each July 1. Your benefit year continues even if your employer or group sponsor changes Wellmark group health plan benefits during the year or you change to a different plan offering mid-benefit year from your same employer or group sponsor.

Certain coverage changes result in your Wellmark identification number changing. In some cases, a new benefit year will start under the new ID number for the rest of the benefit year. In this case, the benefit year would be less than a full 12 months. In other cases (e.g., adding your spouse to your coverage) the benefit year would continue and not start over.

The benefit year is important for calculating:

- Deductible.
- Out-of-pocket maximum.

Wellmark Blue Rx Value Plus Drug List

Often there is more than one medication available to treat the same medical condition. The Wellmark Blue Rx Value Plus Drug List ("Drug List") contains drugs and pharmacy durable medical equipment devices physicians recognize as medically effective for a wide range of health conditions.

The Drug List is maintained with the assistance of practicing physicians, pharmacists, and Wellmark's pharmacy department.

To determine if a drug or pharmacy durable medical equipment device is covered, you or your physician must consult the Drug List. If a drug or pharmacy durable medical equipment device is not on the Drug List, it is not covered.

If you need help determining if a particular drug or pharmacy durable medical equipment device is on the Drug List, ask your physician or pharmacist, visit our website, *Wellmark.com*, or call the Customer Service number on your ID card.

Although only drugs and pharmacy durable medical equipment devices listed on the Drug List are covered, physicians are not limited to prescribing only the drugs on the list. Physicians may prescribe any medication, but only medications on the Drug List are covered. **Please note:** A medication or pharmacy durable medical equipment device on the Drug List will not be covered if the drug or pharmacy durable medical equipment device is specifically excluded under your Blue Rx Value Plus

prescription drug benefits, or other limitations apply.

If a drug or pharmacy durable medical equipment device is not on the Wellmark Blue Rx Value Plus Drug List and you believe it should be covered, refer to *Exception Requests for Non-Formulary Prescription Drugs,* page 85.

The Wellmark Blue Rx Value Plus Drug List is subject to change.

Tiers

The Wellmark Value Plus Drug List also identifies which tier a drug is on:

Tier 1. Most generic drugs and some brand-name drugs that have no medically appropriate generic equivalent. Tier 1 drugs have the lowest payment obligation.

Tier 2. Drugs appear on this tier because they either have no medically appropriate generic equivalent or are considered less cost-effective than Tier 1 drugs. Tier 2 drugs have a higher payment obligation than Tier 1 drugs.

Tier 3. Drugs appear on this tier because they are less cost-effective than Tier 1 or Tier 2 drugs. Tier 3 drugs have the highest payment obligation.

Pharmacy DME. Devices available on this tier include select durable medical equipment (DME) that are used in conjunction with a drug and may be obtained from a pharmacy.

Preferred vs. Non-Preferred Specialty Drugs

The Wellmark Value Plus Drug List also identifies which tier a specialty drug is on:

Preferred Specialty Drugs have been proven to be safe, effective, and favorably priced compared to non-preferred alternatives that treat the same condition. Drugs may also be classified as preferred because no alternative drug exists.

Non-Preferred Specialty Drugs are drugs without sufficiently documented clinical evidence establishing that they provide a significant benefit over available preferred alternatives.

The amount you pay for specialty drugs covered under your Wellmark Value Plus prescription drug benefits depends on whether a specialty drug is categorized as preferred or non-preferred. To determine whether a specialty drug is preferred or non-preferred, consult the Wellmark Value Plus Drug List at *Wellmark.com*. Also see *Specialty Drugs*, page 29.

Generic and Brand Name Drugs

Generic Drug

Generic drug refers to an FDA-approved "A"-rated generic drug. This is a drug with active therapeutic ingredients chemically identical to its brand name drug counterpart.

Brand Name Drug

Brand name drug is a prescription drug patented by the original manufacturer. Usually, after the patent expires, other manufacturers may make FDA-approved generic copies.

Sometimes, a patent holder of a brand name drug grants a license to another manufacturer to produce the drug under a generic name, though it remains subject to patent protection and has a nearly identical price. In these cases, Wellmark's pharmacy benefits manager may treat the licensed

product as a brand name drug, rather than generic, and will calculate your payment obligation accordingly.

What You Pay
In most cases, when you purchase a brand name drug that has an FDA-approved "A"-rated medically appropriate generic equivalent, Wellmark will pay only what it would have paid for the medically appropriate equivalent generic drug. You will be responsible for your payment obligation and any remaining cost difference up to the maximum allowed fee for the brand name drug.

Quantity Limitations

Most prescription drugs are limited to a maximum quantity you may receive in a single prescription.

Federal regulations limit the quantity that may be dispensed for certain medications. If your prescription is so regulated, it may not be available in the amount prescribed by your physician.

In addition, coverage for certain drugs or pharmacy durable medical equipment devices is limited to specific quantities per month, benefit year, or lifetime. Amounts in excess of quantity limitations are not covered.

For a list of drugs and pharmacy durable medical equipment devices with quantity limits, check with your pharmacist or physician or consult the Wellmark Blue Rx Value Plus Drug List at *Wellmark.com*, or call the Customer Service number on your ID card.

Amount Charged and Maximum Allowable Fee

Amount Charged
The retail price charged by a pharmacy for a covered prescription drug or pharmacy durable medical equipment device.

Maximum Allowable Fee
The amount, established by Wellmark using various methodologies and data (such as the average wholesale price), payable for covered drugs and pharmacy durable medical equipment devices.

The maximum allowable fee may be less than the amount charged for the drug or pharmacy durable medical equipment device.

Participating vs. Nonparticipating Pharmacies

If you purchase a covered prescription drug at a nonparticipating pharmacy, you are responsible for the amount charged for the drug at the time you fill your prescription, and then you must file a claim.

Once you submit a claim, you will receive credit toward your deductible or be reimbursed up to the maximum allowable fee of the drug. The maximum allowable fee may be less than the amount you paid. In other words, you are responsible for any difference in cost between what the pharmacy charges you for the drug and our reimbursement amount.

Special Programs

We evaluate and monitor changes in the pharmaceutical industry in order to determine clinically effective and cost-effective coverage options. These evaluations may prompt us to offer programs that encourage the use of reasonable alternatives. For example, we may, at our discretion, temporarily waive your payment obligation on a qualifying prescription drug purchase.

Your employer or group also participates in the Opioid Medication Management Program, which is designed to positively influence the prescribing and use of opioids to treat pain.

Visit our website at *Wellmark.com* or call us to determine whether your prescription qualifies.

Specialty Drug Manufacturer Discount Card Program

Certain specialty medications may qualify for manufacturer discount card programs which could lower your out-of-pocket costs for those products. You may not receive credit toward your maximum out-of-pocket for any deductible amounts that are applied to a manufacturer coupon or rebate.

This Specialty Drug Manufacturer Discount Card Program is offered as part of your plan's preferred specialty pharmacy network with CVS Caremark's affiliate CVS Specialty. The list of specialty drugs eligible for this Specialty Drug Manufacturer Discount Card Program is subject to change as determined by CVS Specialty.

Prescription Drug Discounts

If you receive a discount card, coupon, rebate, or other credit from a provider, including a pharmaceutical company, that is applied to reduce your out-of-pocket payment for health care services or products, including prescription drugs, it is your responsibility to report to us the amount of such discount card, coupon, rebate, or other credit so that amount is not counted as part of the deductible and out-of-pocket maximums required under your coverage. If you do not report this information to us, you may lose your eligibility to contribute to a health savings account, with any contributions resulting in a tax liability and penalty. To report to us the use and amount of a discount card, coupon, rebate, or other credit, call the Customer Service number on your ID card.

Savings and Rebates

Payment Arrangements

The benefits manager of this prescription drug program has established payment arrangements with participating pharmacies that may result in savings.

Pharmacy Benefits Manager Fees and Drug Company Rebates

Wellmark contracts with a pharmacy benefits manager to provide pharmacy benefits management services to its accounts, such as your group. Your group is to pay a monthly fee for such services.

Drug manufacturers offer rebates to pharmacy benefits managers. After your group has had Wellmark prescription drug coverage for at least nine months, the pharmacy benefits manager contracting with Wellmark will calculate, on a quarterly basis, your group's use of drugs for which rebates have been paid. Wellmark receives these rebates. Your group will be credited with rebate amounts forwarded to us by the pharmacy benefits manager unless your group's arrangement with us requires us to reduce such rebated amounts by the amount of any fees we paid to the pharmacy benefits manager for the services rendered to your group. We will not distribute these rebate amounts to you, and rebates will not be considered when determining your payment obligations.

8. Coverage Eligibility and Effective Date

Eligible Members

You are eligible for coverage if you meet your employer's or group sponsor's eligibility requirements. Your spouse may also be eligible for coverage if spouses are covered under this plan. Your spouse is not eligible for coverage when you are divorced or legally separated.

If a child is eligible for coverage under the employer's or group sponsor's eligibility requirements, the child must have one of the following relationships to the plan member or an enrolled spouse:

- A biological child.
- Legally adopted or placed for adoption (that is, you assume a legal obligation to provide full or partial support and intend to adopt the child).
- A child for whom you have legal guardianship.
- A stepchild.
- A foster child.
- A biological child a court orders to be covered.

A child who has been placed in your home for the purpose of adoption or whom you have adopted is eligible for coverage on the date of placement for adoption or the date of actual adoption, whichever occurs first.

Please note: You must notify us or your employer or group sponsor if you enter into an arrangement to provide surrogate parent services: Contact your employer or group sponsor or call the Customer Service number on your ID card.

In addition, a child must be one of the following:

- Under age 26.
- A full-time student under age 29 enrolled in an accredited educational institution. Full-time student status continues during:
  - Regularly-scheduled school vacations; and
  - Medically necessary leaves of absence until the earlier of one year from the first day of leave or the date coverage would otherwise end.
- A child who is deemed disabled. The disability must have existed before the child turned age 26 or while the child was a full-time student under age 29. Wellmark considers a dependent disabled when he or she meets the following criteria:
  - Claimed as a dependent on the employee's, plan member's, subscriber's, policyholder's or retiree's tax return; and
  - Enrolled in and receiving Medicare benefits due to disability; or
  - Enrolled in and receiving Social Security benefits due to disability.

  Documentation will be required.

Please note: Your child is not eligible for coverage if your child has benefits during military service.

Enrollment Requirements

Each eligible employee who began work before the effective date of this coverage is eligible to enroll for this coverage on the effective date. New, eligible employees may enroll for coverage on the first of the month following the date of employment (subject to any new employment probationary period your group may have). The application must be received by us no later than 31 days following eligibility.

Please note: In addition to the preceding requirements, eligibility is affected by coverage enrollment events and coverage termination events. See *Coverage Change Events*, page 71.

Eligibility Requirements

The following are eligibility requirements for participating in this health benefits plan.

Full-time Employees. A full-time employee means an employee who works a minimum of 30 hours per week. If you are a full-time employee, you are eligible to apply for coverage on your effective date as a full-time employee. See your employer or group sponsor for details.

Part-time Employees. An eligible part-time employee means an employee who is considered a permanent part-time employee. If you are a permanent part-time employee, you are eligible to apply for coverage on your effective date as a permanent part-time employee.

When Coverage Begins

Coverage begins on the member's effective date. If you have just started a new job, or if a coverage enrollment event allows you to add a new member, ask your employer or group sponsor about your effective date. Services received before the effective date of coverage are not eligible for benefits.

Late Enrollees

A late enrollee is a member who declines coverage when initially eligible to enroll and then later wishes to enroll for coverage. However, a member is not a late enrollee if a qualifying enrollment event allows enrollment as a special enrollee, even if the enrollment event coincides with a late enrollment opportunity. See *Coverage Change Events*, page 71.

A late enrollee may enroll for coverage at the group's next renewal or enrollment period.

Changes to Information Related to You or to Your Benefits

Wellmark may, from time to time, permit changes to information relating to you or to your benefits. In such situations, Wellmark shall not be required to reprocess claims as a result of any such changes.

Qualified Medical Child Support Order

If you have a dependent child and you or your spouse's employer or group sponsor receives a Medical Child Support Order recognizing the child's right to enroll in this group health plan or in your spouse's benefits plan, the employer or group sponsor will promptly notify you or your spouse and the dependent that the order has been received. The employer or group sponsor also will inform you or your spouse and the dependent of its procedures for determining whether the order is a Qualified Medical Child Support Order (QMCSO). Participants and beneficiaries can obtain, without charge, a copy of such procedures from the plan administrator.

A QMCSO specifies information such as:

- Your name and last known mailing address.
- The name and mailing address of the dependent specified in the court order.
- A reasonable description of the type of coverage to be provided to the dependent or the manner in which the type of coverage will be determined.
- The period to which the order applies.

A Qualified Medical Child Support Order cannot require that a benefits plan provide any type or form of benefit or option not otherwise provided under the plan, except as necessary to meet requirements of South Dakota law or Social Security Act Section 1908 with respect to group health plans.

The order and the notice given by the employer or group sponsor will provide additional information, including actions that you and the appropriate insurer must take to determine the dependent's eligibility and procedures for enrollment in the benefits plan, which must be done within specified time limits.

If eligible, the dependent will have the same coverage as you or your spouse and will be

allowed to enroll immediately. You or your spouse's employer or group sponsor will withhold any applicable share of the cost of the dependent's health care coverage from your compensation and forward this amount to us.

If you are subject to a waiting period that expires more than 90 days after we receive the QMCSO, your employer or group sponsor must notify us when you become eligible for enrollment. Enrollment of the dependent will commence after you have satisfied the waiting period.

The dependent may designate another person, such as a custodial parent or legal guardian, to receive copies of explanations of benefits, checks, and other materials.

Your employer or group sponsor may not revoke enrollment or eliminate coverage for a dependent unless the employer or group sponsor receives satisfactory written evidence that:

- The court or administrative order requiring coverage in a group health plan is no longer in effect;
- The dependent's eligibility for or enrollment in a comparable benefits plan that takes effect on or before the date the dependent's enrollment in this group health plan terminates; or
- The employer eliminates dependent health coverage for all employees.

The employer or group sponsor is not required to maintain the dependent's coverage if:

- You or your spouse no longer pay the cost of coverage because the employer or group sponsor no longer owes compensation; or
- You or your spouse have terminated employment with the employer and have not elected to continue coverage.

Family and Medical Leave Act of 1993

The Family and Medical Leave Act of 1993 (FMLA) requires a covered employer to allow an employee with 12 months or more of service who has worked for 1,250 hours over the previous 12 months and who is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite a total of 12 weeks of leave per fiscal year for the birth of a child, placement of a child with the employee for adoption or foster care, care for the spouse, child or parent of the employee if the individual has a serious health condition or because of a serious health condition, the employee is unable to perform any one of the essential functions of the employee's regular position. In addition, FMLA requires an employer to allow eligible employees to take up to 12 weeks of leave per 12-month period for qualifying exigencies arising out of a covered family member's active military duty in support of a contingency operation and to take up to 26 weeks of leave during a single 12-month period to care for a covered family member recovering from a serious illness or injury incurred in the line of duty during active service.

Any employee taking a leave under the FMLA shall be entitled to continue the employee's benefits during the duration of the leave. The employer must continue the benefits at the level and under the conditions of coverage that would have been provided if the employee had remained employed. **Please note:** The employee is still responsible for paying their share of the premium if applicable. If the employee for any reason fails to return from the leave, the employer may recover from the employee that premium or portion of the premium that the employer paid, provided the employee fails to return to work for any reason other than the reoccurrence of the serious health condition or circumstances beyond the control of the employee.

Leave taken under the FMLA does not constitute a qualifying event so as to trigger COBRA rights. However, a qualifying event triggering COBRA coverage may occur when it becomes known that the employee is not

returning to work. Therefore, if an employee does not return at the end of the approved period of Family and Medical Leave and terminates employment with employer, the COBRA qualifying event occurs at that time.

If you have any questions regarding your eligibility or obligations under the FMLA, contact your employer or group sponsor.

9. Coverage Changes and Termination

Certain events may require or allow you to add or remove persons who are covered by this group health plan.

Coverage Change Events

Coverage Enrollment Events: The following events allow you or your eligible child to enroll for coverage. The following events may also allow your spouse to enroll for coverage if spouses are eligible for coverage under this plan. If your employer or group sponsor offers more than one group health plan, the event also allows you to move from one plan option to another.

- Birth, adoption, or placement for adoption by an approved agency.
- Marriage.
- Exhaustion of COBRA coverage.
- You or your eligible spouse or your dependent loses eligibility for creditable coverage or his or her employer or group sponsor ceases contribution to creditable coverage.
- Spouse (if eligible for coverage) loses coverage through his or her employer.
- You lose eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP).
- You become eligible for premium assistance under Medicaid or CHIP.

The following events allow you to add only the new dependent resulting from the event:

- Dependent child under age 30 resumes status as a full-time student.
- Addition of a biological child by court order. See *Qualified Medical Child Support Order*, page 68.
- Appointment as a child's legal guardian.
- Placement of a foster child in your home by an approved agency.

Coverage Removal Events: The following events require you to remove the affected family member from your coverage:

- Death.
- Divorce or annulment (if spouses are eligible for coverage under this plan). Legal separation, also, may result in removal from coverage. If you become legally separated, notify your employer or group sponsor.
- Medicare eligibility. If you become eligible for Medicare, you must notify your employer or group sponsor immediately. If you are eligible for this group health plan other than as a current employee or a current employee's spouse (if spouses are eligible for coverage under this plan), your Medicare eligibility may terminate this coverage.

In case of the following coverage removal events, the affected child's coverage may be continued until the end of the month on or after the date of the event:

- Completion of full-time schooling if the child is age 26 or older.
- Child who is not a full-time student or deemed disabled reaches age 26.
- Child who is a full-time student reaches age 30.

Requirement to Notify Group Sponsor

You must notify your employer or group sponsor of an event that changes the coverage status of members.

Notify your employer or group sponsor within 60 days in case of the following events:

- You become eligible for premium assistance under Medicaid or CHIP.

For all other events, you must notify your employer or group sponsor within 30 days of the event.

If you do not provide timely notification of an event that requires you to remove an

affected family member, your coverage may be terminated.

If you do not provide timely notification of a coverage enrollment event, the affected person may not enroll until an annual group enrollment period.

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)

Your group health plan will fully comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). If any part of the plan conflicts with USERRA, the conflicting provision will not apply. All other benefits and exclusions of the group health plan will remain effective to the extent there is no conflict with USERRA.

USERRA provides for, among other employment rights and benefits, continuation of health care coverage to a covered employee and the employee's covered dependents during a period of the employee's active service or training with any of the uniformed services. The plan provides that a covered employee may elect to continue coverages in effect at the time the employee is called to active service. The maximum period of coverage for an employee and the covered employee's dependents under such an election shall be the lesser of:

- The 24-month period beginning on the date on which the covered employee's absence begins; or
- The period beginning on the date on which the covered employee's absence begins and ending on the day after the date on which the covered employee fails to apply for or return to a position of employment as follows:
  - For service of less than 31 days, no later than the beginning of the first full regularly scheduled work period on the first full calendar day following the completion of the period of service and the expiration of eight hours after a period allowing for the safe transportation from the place of service to the covered employee's residence or as soon as reasonably possible after such eight hour period;
  - For service of more than 30 days but less than 181 days, no later than 14 days after the completion of the period of service or as soon as reasonably possible after such period;
  - For service of more than 180 days, no later than 90 days after the completion of the period of service; or
  - For a covered employee who is hospitalized or convalescing from an illness or injury incurred in or aggravated during the performance of service in the uniformed services, at the end of the period that is necessary for the covered employee to recover from the illness or injury. The period of recovery may not exceed two (2) years.

A covered employee who elects to continue health plan coverage under the plan during a period of active service in the uniformed services may be required to pay no more than 102% of the full premium under the plan associated with the coverage for the employer's other employees. This is true except in the case of a covered employee who performs service in the uniformed services for less than 31 days. When this is the case, the covered employee may not be required to pay more than the employee's share, if any, for the coverage. Continuation coverage cannot be discontinued merely because activated military personnel receive health coverage as active duty members of the uniformed services and their family members are eligible to receive coverage under the TRICARE program (formerly CHAMPUS).

When a covered employee's coverage under a health plan was terminated by reason of

service in the uniformed services, the pre-existing condition exclusion and waiting period may not be imposed in connection with the reinstatement of the coverage upon reemployment under USERRA. This applies to a covered employee who is reemployed and any dependent whose coverage is reinstated. The waiver of the pre-existing condition exclusion shall not apply to illness or injury which occurred or was aggravated during performance of service in the uniformed services.

Uniformed services includes full-time and reserve components of the United States Army, Navy, Air Force, Marines and Coast Guard, the Army National Guard, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency.

If you are a covered employee called to a period of active service in the uniformed service, you should check with the plan administrator for a more complete explanation of your rights and obligations under USERRA.

Coverage Termination

The following events terminate your coverage eligibility.

- You become unemployed when your eligibility is based on employment.
- You become ineligible under your employer's or group sponsor's eligibility requirements for reasons other than unemployment.
- Your employer or group sponsor discontinues or replaces this group health plan.
- Your employer or group sponsor ends its membership in an association that is the basis of this coverage.
- The number of individuals covered under this group health plan falls below the number or percentage of eligible individuals required to be covered.
- Your employer sends a written request to terminate coverage.
- We decide to discontinue offering this group health benefit plan in the group market in South Dakota by giving written notice to you and your employer or group sponsor and the Director of Insurance at least 90 days prior to termination.
- We decide to nonrenew all group health benefit plans delivered or issued for delivery to employers in South Dakota by giving written notice to you and your employer or group sponsor and the Director of Insurance at least 180 days prior to termination.

Also see *Fraud or Intentional Misrepresentation of Material Facts,* and *Nonpayment* later in this section.

When you become unemployed and your eligibility is based on employment, your coverage will end at the end of the month your employment ends. When your coverage terminates for all other reasons, check with your employer or group sponsor or call the Customer Service number on your ID card to verify the coverage termination date.

If you receive covered facility services as an inpatient of a hospital or a resident of a nursing facility on the date your coverage eligibility terminates, payment for the covered facility services will end on the earliest of the following:

- The end of your remaining days of coverage under this benefits plan.
- The date you are discharged from the hospital or nursing facility following termination of your coverage eligibility.
- A period not more than 60 days from the date of termination.

Only facility services will be covered under this extension of benefits provision. Benefits for professional services will end on the date of termination of your coverage eligibility.

Fraud or Intentional Misrepresentation of Material Facts

Your coverage will terminate immediately if:

- You use this group health plan fraudulently or intentionally misrepresent a material fact in your application; or
- Your employer or group sponsor commits fraud or intentionally misrepresents a material fact under the terms of this group health plan.

If your coverage is terminated for fraud or intentional misrepresentation of a material fact, then:

- We may declare this group health plan void retroactively from the effective date of coverage following a 30-day written notice. In this case, we will recover any claim payments made.
- Premiums may be retroactively adjusted as if the fraud or intentionally misrepresented material fact had been accurately disclosed in your application.
- We will retain legal rights, including the right to bring a civil action.

Nonpayment

If you or your employer or group sponsor fail to make required payments to us when due or within the allowed grace period, your coverage will terminate the last day of the month in which premiums have been paid in full.

Coverage Continuation

When your coverage ends, you may be eligible to continue coverage under this group health plan.

COBRA Continuation

COBRA continuation coverage is a temporary extension of group health coverage under the plan under certain circumstances when coverage would otherwise end. The right to COBRA coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA coverage can become available when you would otherwise lose group health coverage under the plan. It can also become available to your spouse and dependent children, if they are covered under the plan, when they would otherwise lose their group health coverage under the plan. The following paragraphs generally explain COBRA coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.

The description of COBRA coverage contained here applies only to the group health plan benefits offered under the plan and not to any other benefits offered by your employer or group sponsor (such as life insurance, disability, or accidental death or dismemberment benefits). The plan provides no greater COBRA rights than what COBRA requires. Nothing in the plan is intended to expand the participant's rights beyond COBRA's requirements.

Coverage Entitlement. You, your spouse, and/or your dependent child(ren) will be entitled to elect COBRA if you lose your group health coverage under the plan because of a life event known as a *qualifying event*. You may be entitled to continue this coverage under COBRA for a period of 18, 29, or 36 months depending on the qualifying event that causes loss of coverage under this plan. See *Length of Coverage* later in this section.

The following are recognized qualifying events that will entitle you, your spouse, and/or your dependent child(ren) for COBRA Coverage.

You will be entitled to elect COBRA:

- If you lose your group health coverage under the plan because your hours of employment are reduced; or
- Your employment ends for any reason other than your gross misconduct.

Your spouse will be entitled to elect COBRA if he/she loses his/her group health coverage under the plan because any of the following qualifying events happens:

- You die;
- Your hours of employment are reduced;
- Your employment ends for any reason other than your gross misconduct;
- You become entitled to Medicare benefits (Part A, Part B or both) prior to your qualifying event; or
- Your spouse becomes divorced or legally separated from you.

Your dependent child will be entitled to elect COBRA if he/she loses his/her group health coverage under the plan because any of the following qualifying events happens:

- You die;
- Your hours of employment are reduced;
- Your employment ends for any reason other than your gross misconduct;
- You become entitled to Medicare benefits (Part A, Part B or both);
- You and your spouse become divorced or legally separated; or
- The dependent stops being eligible for coverage under the plan as a dependent child.

A child born to, adopted by, or placed for adoption with you during a period of COBRA coverage is considered to be a qualified beneficiary provided that, if you are a qualified beneficiary, you have elected COBRA coverage for yourself. The child's COBRA coverage begins when the child is enrolled under this plan, whether through special enrollment or open enrollment, and it lasts for as long as COBRA coverage lasts for other family members of the employee. To be enrolled under this plan, the child must satisfy the otherwise applicable eligibility requirements (for example, regarding age).

Your child who is receiving benefits under this plan pursuant to a qualified medical child support order (QMCSO) received by your employer or group sponsor during your period of employment with your employer or group sponsor is entitled to the same rights to elect COBRA as your eligible dependent child.

If you take a Family and Medical Leave Act (FMLA) leave and do not return to work at the end of the leave or terminate coverage during the leave, you (and your spouse and dependent children, if any) will be entitled to elect COBRA if:

- They were covered under the plan on the day before the FMLA leave began or became covered during the FMLA leave; and
- They will lose coverage under the plan because of your failure to return to work at the end of the leave. This means that some individuals may be entitled to elect COBRA at the end of an FMLA leave even if they were not covered under the plan during the leave.

COBRA coverage elected in these circumstances will begin on the last day of the FMLA leave, with the same 18-month maximum coverage period, subject to extension or early termination, generally applicable to the COBRA qualifying events of termination of employment and reduction of hours. For information on how long you may have COBRA coverage, see later in this section, under *Length of Coverage*.

Qualifying Events. After a qualifying event occurs and any required notice of that event is properly provided to your employer or group sponsor, COBRA coverage must be offered to each person losing coverage under the plan who is a qualified beneficiary. You, your spouse, and your dependent children could become qualified beneficiaries and would be entitled to elect COBRA if coverage under the plan is lost because of the qualifying event.

COBRA coverage is the same coverage that this plan gives to other participants or beneficiaries under the plan who are not receiving COBRA coverage. Each qualified beneficiary who elects COBRA will have the same rights under the plan as other participants or beneficiaries covered under the component or components of this plan elected by the qualified beneficiary, including open enrollment and special

enrollment rights. Under this plan, qualified beneficiaries who elect COBRA must pay for COBRA coverage.

When the qualifying event is the end of your employment, your reduction of hours of employment, or your death, COBRA coverage will be offered to qualified beneficiaries. You need not notify your employer or group sponsor of any of these three qualifying events.

For the other qualifying events, a COBRA election will be available only if you notify your employer or group sponsor in writing within 60 days after the later of:

- The date of the qualifying event; and
- The date on which the qualified beneficiary loses (or would lose) coverage under the terms of the plan as a result of the qualifying event.

The written notice must include the plan name or group name, your name, your Social Security Number, your dependent's name and a description of the event.

Please note: If these procedures are not followed or if the written notice is not provided to your employer or group sponsor during the 60-day notice period, you or your dependents will lose your right to elect COBRA.

Electing Coverage. To elect COBRA, you must complete the Election form that is part of the COBRA election notice and submit it to WEX, Inc. An election notice will be provided to qualified beneficiaries at the time of a qualifying event. You may also obtain a copy of the Election form from your employer or group sponsor. Under federal law, you must have 60 days after the date the qualified beneficiary coverage under the plan terminates, or, if later, 60 days after the date of the COBRA election notice provided to you at the time of the qualifying event to decide whether you want to elect COBRA under the plan.

Mail the completed Election form to:

WEX, Inc.
P.O. Box 869
Fargo, ND 58107-0869

The Election form must be completed in writing and mailed to the individual and address specified above. The following are not acceptable as COBRA elections and will not preserve COBRA rights: oral communications regarding COBRA coverage, including in-person or telephone statements about an individual's COBRA coverage; and electronic communications, including e-mail and faxed communications.

The election must be postmarked 60 days from the termination date or 60 days from the date the COBRA election notice provided at the time of the qualifying event. **Please note:** If you do not submit a completed Election form within this period, you will lose your right to elect COBRA.

If you reject COBRA before the due date, you may change your mind as long as you furnish a completed Election form before the due date. The plan will only provide continuation coverage beginning on the date the waiver of coverage is revoked.

You do not have to send any payment with your Election form when you elect COBRA. Important additional information about payment for COBRA coverage is included below.

Each qualified beneficiary will have an independent right to elect COBRA. For example, your spouse may elect COBRA even if you do not. COBRA may be elected for only one, several, or for all dependent children who are qualified beneficiaries. You and your spouse (if your spouse is a qualified beneficiary) may elect COBRA on behalf of all of the qualified beneficiaries, and parents may elect COBRA on behalf of their children. Any qualified beneficiary for whom COBRA is not elected within the 60-day election period specified in the COBRA election notice will lose his or her right to elect COBRA coverage.

When you complete the Election form, you must notify WEX, Inc., if any qualified beneficiary has become entitled to Medicare (Part A, Part B, or both) and, if so, the date of Medicare entitlement. If you become entitled to Medicare (or first learn that you are entitled to Medicare) after submitting the Election form, immediately notify WEX, Inc., of the date of the Medicare entitlement at the address specified above for delivery of the Election form.

Qualified beneficiaries may be enrolled in one or more group health components at the time of a qualifying event. If a qualified beneficiary is entitled to a COBRA election as the result of a qualifying event, he or she may elect COBRA under any or all of the group health components under which he or she was covered on the day before the qualifying event. For example, if a qualified beneficiary was covered under the medical and vision components on the day before a qualifying event, he or she may elect COBRA under the vision component only, the medical component only, or under both medical and vision (only if both components are available as a separate election option to the active employee).

Qualified beneficiaries who are entitled to elect COBRA may do so even if they have other group health plan coverage or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a qualified beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare benefits or becomes covered under other group health plan coverage. For information on when coverage will terminate, see later in this section, under *Termination of Coverage*.

When considering whether to elect COBRA, you should take into account that a failure to elect COBRA will affect your future rights under federal law. You should take into account that you have special enrollment rights under federal law. You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as coverage sponsored by the spouse's employer) within 30 days after your group health coverage under the plan ends because of one of the qualifying events listed above. You will also have the same special enrollment right at the end of COBRA coverage if you get COBRA coverage for the maximum time available.

Length of Coverage. When coverage is lost due to your death, your divorce or legal separation, or your dependent child losing eligibility as a dependent child, COBRA coverage can last for up to a maximum of 36 months.

When coverage is lost due to the end of your employment or reduction in hours of employment, and you became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA coverage for qualified beneficiaries (other than you as the employee) who lose coverage as a result of the qualifying event can last a maximum of 36 months after the date of Medicare entitlement. For example, if you become entitled to Medicare eight months before the date on which your employment terminates, COBRA coverage under the plan for your spouse and children who lost coverage as a result of your termination can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus eight months). This COBRA coverage period is available only if you become entitled to Medicare within 18 months before the termination or reduction of hours.

Otherwise, when coverage is lost due to the end of your employment or reduction of hours of employment, COBRA coverage generally can last for only up to a maximum of 18 months.

Extending Coverage. If the qualifying event that resulted in your COBRA election was your termination of employment or reduction of hours, an extension of the maximum period of coverage may be

available if a qualified beneficiary is disabled or a second qualifying event occurs. You must notify your employer or group sponsor of a disability or a second qualifying event in order to extend the period of COBRA coverage. Failure to provide notice of a disability or second qualifying event will eliminate the right to extend the period of COBRA coverage. Along with the notice of a disability, the qualified beneficiary must also supply a copy of the Social Security Administration disability determination.

If a qualified beneficiary is determined by the Social Security Administration to be disabled and you notify your employer or group sponsor in a timely fashion, all of the qualified beneficiaries in your family may be entitled to receive up to an additional 11 months of COBRA coverage, for a total maximum of 29 months. This extension is available only for qualified beneficiaries who are receiving COBRA coverage because of a qualifying event that was your termination of employment or reduction of hours. The qualified beneficiary must be determined disabled at any time during the first 60 days of COBRA coverage. Each qualified beneficiary will be entitled to the disability extension if one of them qualifies.

The disability extension is available only if you notify your employer or group sponsor in writing of the Social Security Administration's determination of disability within 60 days after the latest of:

- The date of the Social Security Administration's disability determination;
- The date of your termination of employment or reduction of hours; or
- The date on which the qualified beneficiary loses (or would lose) coverage under the terms of the plan as a result of your termination of employment or reduction of hours.

The written notice must include the plan name or group name, your name, your Social Security Number, your dependent's name and a description of the event.

You must also provide this notice within 60 days after your termination of employment or reduction of hours in order to be entitled to a disability extension.

If these procedures are not followed or if the written notice is not provided to your employer or group sponsor during the 60-day notice period, then there will be no disability extension of COBRA coverage.

An extension of coverage will be available to your spouse and dependent children who are receiving COBRA coverage if a second qualifying event occurs during the 60 days (or, in the case of a disability extension, the 29 months) following your termination of employment or reduction of hours. The maximum amount of COBRA coverage available when a second qualifying event occurs is 36 months. Such second qualifying events may include your death, your divorce or legal separation, or a dependent child's ceasing to be eligible for coverage as a dependent under this plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under the plan if the first qualifying event had not occurred. (This extension is not available under this plan when you become entitled to Medicare.)

This extension due to a second qualifying event is available only if the participant notifies your employer or group sponsor in writing of the second qualifying event within 60 days after the later of:

- The date of the second qualifying event; and
- The date on which the qualified beneficiary would lose coverage under the terms of this plan as a result of the second qualifying event (if it had occurred while the qualified beneficiary was still covered under this plan).

If these procedures are not followed or if the written notice is not provided to your employer or group sponsor during the 60-day notice period, there will be no extension

of COBRA coverage due to a second qualifying event.

In addition to the regular COBRA termination events specified later in this section, the disability extension period will end the first of the month beginning more than 30 days following recovery.

For example, if disability ends June 10, coverage will continue through the month of July (7/31).

Termination of Coverage. Coverage under COBRA will end when you meet the maximum period for your qualifying event, as indicated earlier under *Length of Coverage*.

COBRA coverage will automatically terminate before the end of the maximum period if:

- Any required premium is not paid in full on time;
- A qualified beneficiary becomes covered, after electing COBRA, under another group health plan;
- A qualified beneficiary becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing COBRA;
- The employer ceases to provide any group health plan for its employees; or
- During a disability extension period, the disabled qualified beneficiary is determined by the Social Security Administration to be no longer disabled. For more information about the disability extension period, see *Extending Coverage,* earlier in this section.
- COBRA coverage may also be terminated for any reason this plan would terminate your coverage or coverage of a beneficiary not receiving COBRA coverage, such as fraud.

You must notify your employer or group sponsor in writing within 30 days if, after electing COBRA, a qualified beneficiary becomes entitled to Medicare (Part A, Part B, or both) or becomes covered under other group health plan coverage.

COBRA coverage will terminate (retroactively if applicable) as of the date of Medicare entitlement or as of the beginning date of the other group health coverage. Your employer or group sponsor will require repayment of all benefits paid after the termination date, regardless of whether or when you provide notice to your employer or group sponsor of Medicare entitlement or other group health plan coverage.

If a disabled qualified beneficiary is determined by the Social Security Administration to no longer be disabled, you must notify your employer or group sponsor of that fact within 30 days after the Social Security Administration's determination.

If the Social Security Administration's determination that the qualified beneficiary is no longer disabled occurs during a disability extension period, COBRA coverage for all qualified beneficiaries will terminate (retroactively if applicable) as of the first day of the month that is more than 30 days after the Social Security Administration's determination that the qualified beneficiary is no longer disabled. Your employer or group sponsor will require repayment of all benefits paid after the termination date, regardless of whether or when you provide notice to your employer or group sponsor that the disabled qualified beneficiary is no longer disabled. For more information about the disability extension period, see *Extending Coverage,* earlier in this section.

Coverage Cost and Payment. Each qualified beneficiary is required to pay the entire cost of COBRA coverage. The amount a qualified beneficiary may be required to pay may not exceed 102 percent (or, in the case of an extension of COBRA coverage due to a disability, 150 percent) of the cost to the group health plan (including both employer and employee contributions) for coverage of a similarly situated plan participant or beneficiary who is not receiving COBRA coverage. The amount of the COBRA premiums may change from time to time

during the period of COBRA coverage and will most likely increase over time. You will be notified of COBRA premium changes.

All COBRA premiums must be paid by check or money order.

Payments should be sent via check or money order made payable to WEX, Inc., to the following address. Include the member ID number on the memo line to ensure the payment is applied to the intended account:

WEX, Inc.
P.O. Box 2079
Omaha, NE 68103-2079

The payment is considered to have been made on the date that it is postmarked. You will not be considered to have made any payment by mailing a check if your check is returned due to insufficient funds or otherwise.

If you elect COBRA, you do not have to send any payment with the Election form. However, you must make your first payment for COBRA coverage not later than 45 days after the date of election. This is the date the Election form is postmarked, if mailed, or the date the Election form is received by the individual at the address specified for delivery of the Election form, if hand-delivered. For more information on electing coverage, see *Electing Coverage* earlier in this section.

The first payment must cover the cost of COBRA coverage from the time coverage under the plan would have otherwise terminated up through the end of the month before the month in which you make your first payment.

For example, Sue's employment terminated on September 30, and she loses coverage on September 30. Sue elects COBRA on November 15. Her initial premium payment equals the premiums for October and November and is due on or before December 30, the 45th day after the date of her COBRA election.

You are responsible for making sure that the amount of your first payment is correct. You may contact the plan administrator to confirm the correct amount of the first payment.

Claims for reimbursement will not be processed and paid until you have elected COBRA and make the first payment for it.

If you do not make the first payment for COBRA coverage in full within 45 days after the date of your election, you will lose all COBRA rights under this plan.

After you make your first payment for COBRA coverage, you will be required to make monthly payments for each subsequent month of COBRA coverage. The amount due for each month for each qualified beneficiary will be disclosed in the election notice provided at the time of the qualifying event. Under the plan, each of these monthly payments for COBRA coverage is due on the first day of the month for that month's COBRA coverage. If you make a monthly payment on or before the first day of the month to which it applies, your COBRA coverage under this plan will continue for that month without any break.

Although monthly payments are due on the first day of each month of COBRA coverage, you will be given a grace period of 30 days after the first day of the month to make each monthly payment. COBRA coverage will be provided for each month as long as payment for that month is made before the end of the grace period for that payment. However, if you pay a monthly payment later than the first day of the month to which it applies, but before the end of the grace period for the month, your coverage under this plan will be suspended as of the first day of the month and then retroactively reinstated (going back to the first day of the month) when the monthly payment is received. This means that any claim submitted for benefits while coverage is suspended may be denied and may have to be resubmitted once coverage is reinstated.

If you fail to make a monthly payment before the end of the grace period for that

month, you will lose all rights to COBRA coverage under the plan.

Assistance With Questions. Questions concerning the plan or your COBRA rights should be addressed to the contact or contacts identified below. For more information about *COBRA,* the *Health Insurance Portability and Accountability Act (HIPAA),* and other laws affecting group health plans, contact the nearest Regional Office of the U.S. Department of Health and Human Services (HHS) or visit the HHS website at *www.hhs.gov*. Addresses and phone numbers of Regional HHS Offices are also available through HHS's website.

Notification of Changes. In order to protect your family's rights, you should keep WEX, Inc., informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices sent by your employer or group sponsor.

Plan Contact Information. For additional information about you and your dependents' rights and obligations under the plan and under federal law, you should contact your employer or group sponsor, the plan administrator. You may obtain information about COBRA coverage on request from:

WEX, Inc.
P.O. Box 869
Fargo, ND 58107-0869

WEX Participant Services
Toll-free: 866-451-3399
Ask a quesiton:
cobraadmin@wexhealth.com
Submit a form:
cobraforms@wexhealth.com
Fax: 888-408-7224

The contact information for the plan may change from time to time. The most recent information will be included in the most recent plan documents (if you are not sure whether this is the most recent plan document, you may request the most recent one from the plan administrator or your employer or group sponsor).

South Dakota Law. Chapter 58-18 of the South Dakota Codified Laws applies if you receive health care coverage through an employer with fewer than 20 employees. If this law applies, you may be eligible to continue this health benefits plan.

If coverage ends because employment is terminated (because of reduction of hours, self termination, and other approved reasons) continuation coverage is provided for up to 18 months. Coverage must be the same as the coverage for active employees. The employee is responsible for the premium, which will not be more than 102 percent of the premium for active employees.

If a beneficiary becomes disabled during the first 60 days of continuation coverage, continuation may be extended for up to 29 months.

If the coverage is terminated for any of the following reasons, coverage may extend for up to 36 months:

- Former spouses and dependents lose coverage due to divorce or legal separation from the employee.
- Surviving spouses and dependents lose coverage due to death of the employee.
- A dependent is no longer eligible for coverage.
- Dependents lose coverage when the employee qualifies for Medicare.

The premium will not be more than 102 percent of the premium for active employees up to the 18th month. Beginning with month 19, the premium will not exceed 150 percent of the premium for active employees.

Your employer or group sponsor must provide you with written notice of your right to continue your coverage within 14 days of the last day you are considered employed or your coverage ends.

After receiving the notice, you have 30 days to notify your employer or group sponsor that you want to continue your coverage. Your request should be written. Assuming you received the proper notice, the right to continue your coverage ends 60 days after the date of termination of your employment or the date you were given notice of your right to continue this health care program, whichever comes later.

If you lose your health care coverage and think this law applies to you, contact your employer or group sponsor for help with forms and information about the cost of continuing your coverage.

Chapter 58-18C of the South Dakota Codified Laws applies if you receive health care coverage through an employer and your employer ceases operations, fails to pay premiums, or cancels coverage without notice to employees. In any of these events, continuation of coverage for yourself and your eligible dependents may extend for up to 12 months. During this time, you will be financially responsible for payment of premiums. The premium will not exceed 125 percent of the group rate.

Continuation will be available only to an employee who has been continuously insured under the group health plan, or under any creditable coverage which it replaced, during the six-month period ending with the termination.

Written notice of termination of group coverage shall be provided, within 10 days, by the employer to each covered employee. In the event the employer fails to submit premium payment to Wellmark resulting in loss of coverage or cancels the coverage and does not notify the employees, the employee has 60 days from the date he or she was first notified of loss of coverage to elect continuation coverage. In the event the employer ceases operations, the employee has 30 days from the date he or she was first notified of the loss of coverage to elect continuation coverage and pay the premium from the date of termination. The election period for continuation of coverage under this section will not exceed 90 days from the date the coverage was terminated.

Any former employee who is under continuation coverage at the time an employer ceases operations and terminates the policy, fails to pay premiums, or fails to notify employees or former employees of the cancellation of coverage, is eligible to remain on continuation coverage for the remainder of the continuation term or 12 months, whichever is less, if timely election is made and payments received.

10. Claims

Once you receive services, we must receive a claim to determine the amount of your benefits. The claim lets us know the services you received, when you received them, and from which provider.

When to File a Claim

You need to file a claim if you:

- Use a provider who does not file claims for you. Participating and PPO providers file claims for you.
- Purchase prescription drugs from a nonparticipating pharmacy.
- Purchase prescription drugs from a participating pharmacy but do not present your ID card.
- Pay in full for a drug that you believe should have been covered.

Your submission of a prescription to a participating pharmacy is not a filed claim and therefore is not subject to appeal procedures as described in the *Appeals* section. However, you may file a claim with us for a prescription drug purchase you think should have been a covered benefit.

Wellmark must receive claims within 180 days following the date of service of the claim or if you have other coverage that has primary responsibility for payment then within 180 days of the date of the other carrier's explanation of benefits. If you receive services outside of Wellmark's service area, Wellmark must receive the claim within 180 days following the date of service or within the filing requirement in the contractual agreement between the Participating Provider and the Host Blue. If you receive services from an Out-of-Network Provider, the claim has to be filed within 180 days following the date of service.

How to File a Claim

All claims must be submitted in writing.

1. Get a Claim Form
Forms are available at *Wellmark.com* or by calling the Customer Service number on your ID card or from your personnel department.

2. Fill Out the Claim Form
Follow the same claim filing procedure regardless of where you received services. Directions are printed on the back of the claim form. Complete all sections of the claim form. For more efficient processing, all claims (including those completed out-of-country) should be written in English.

If you need assistance completing the claim form, call the Customer Service number on your ID card.

Medical Claim Form. Follow these steps to complete a medical claim form:

- Use a separate claim form for each covered family member and each provider.
- Attach a copy of an itemized statement prepared by your provider. We cannot accept statements you prepare, cash register receipts, receipt of payment notices, or balance due notices. In order for a claim request to qualify for processing, the itemized statement must be on the provider's stationery, and include at least the following:
  - Identification of provider: full name, address, tax or license ID numbers, and provider numbers.
  - Patient information: first and last name, date of birth, gender, relationship to plan member, and daytime phone number.
  - Date(s) of service.
  - Charge for each service.
  - Place of service (office, hospital, etc.).
  - For injury or illness: date and diagnosis.

- For inpatient claims: admission date, patient status, attending physician ID.
- Days or units of service.
- Revenue, diagnosis, and procedure codes.
- Description of each service.

Prescription Drugs Covered Under Your Medical Benefits Claim Form. For prescription drugs covered under your medical benefits (not covered under your Blue Rx Value Plus prescription drug benefits), use a separate prescription drug claim form and include the following information:

- Pharmacy name and address.
- Patient information: first and last name, date of birth, gender, and relationship to plan member.
- Date(s) of service.
- Description and quantity of drug.
- Original pharmacy receipt or cash receipt with the pharmacist's signature on it.

Blue Rx Value Plus Prescription Drug Claim Form. For prescription drugs covered under your Blue Rx Value Plus prescription drug benefits, complete the following steps:

- Use a separate claim form for each covered family member and each pharmacy.
- Complete all sections of the claim form. Include your daytime telephone number.
- Submit up to three prescriptions for the same family member and the same pharmacy on a single claim form. Use additional claim forms for claims that exceed three prescriptions or if the prescriptions are for more than one family member or pharmacy.
- Attach receipts to the back of the claim form in the space provided.

3. Sign the Claim Form

4. Submit the Claim
We recommend you retain a copy for your records. The original form you send or any attachments sent with the form cannot be returned to you.

Medical Claims and Claims for Drugs Covered Under Your Medical Benefits. Send the claim to:

Wellmark
Station 1E238
P.O. Box 9291
Des Moines, IA 50306-9291

Medical Claims for Services Received Outside the United States. Send the claim to the address printed on the claim form.

Blue Rx Value Plus Prescription Drug Claims. Send the claim to the address printed on the claim form.

We may require additional information from you or your provider before a claim can be considered complete and ready for processing.

Notification of Decision

You will receive an Explanation of Benefits (EOB) following your claim. The EOB is a statement outlining how we applied benefits to a submitted claim. It details amounts that providers charged, network savings, our paid amounts, and amounts for which you are responsible.

In case of an adverse decision, the notice will be sent within 30 days of receipt of the claim. We may extend this time by up to 15 days if the claim determination is delayed for reasons beyond our control. If we do not send an explanation of benefits statement or a notice of extension within the 30-day period, you have the right to begin an appeal. We will notify you of the circumstances requiring an extension and the date by which we expect to render a decision.

If an extension is necessary because we require additional information from you,

the notice will describe the specific information needed. You have 45 days from receipt of the notice to provide the information. Without complete information, your claim will be denied.

If you have other insurance coverage, our processing of your claim may utilize coordination of benefits guidelines. See *Coordination of Benefits*, page 87.

Once we pay your claim, whether our payment is sent to you or to your provider, our obligation to pay benefits for the claim is discharged. However, we may adjust a claim due to overpayment or underpayment.

Exception Requests for Non-Formulary Prescription Drugs

Prescription drugs that are not listed on the Wellmark Blue Rx Value Plus Drug List are not covered. However, you may submit an exception request for coverage of a non-formulary drug (i.e., a drug that is not included on the Wellmark Blue Rx Value Plus Drug List). The form is available at *Wellmark.com* or by calling the Customer Service number on your ID card. Your prescribing physician or other provider must provide a clinical justification supporting the need for the non-formulary drug to treat your condition. The provider should include a statement that:

- All covered formulary drugs on any tier have been ineffective; or
- All covered formulary drugs on any tier will be ineffective; or
- All covered formulary drugs on any tier would not be as effective as the non-formulary drug; or
- All covered formulary drugs would have adverse effects.

Wellmark will respond within 72 hours of receiving the Exception Request for Non-Formulary Prescription Drugs form. For expedited requests, Wellmark will respond within 24 hours.

In the event Wellmark denies your exception request, you and your provider will be sent additional information regarding your ability to request an independent review of our decision. If the independent reviewer approves your exception request, we will treat the drug as a covered benefit for the duration of your prescription. You will be responsible for out-of-pocket costs (for example: deductible, copay, or coinsurance, if applicable) as if the non-formulary drug is on the highest tier of the Wellmark Blue Rx Value Plus Drug List. Amounts you pay will be counted toward any applicable out-of-pocket maximums. If the independent reviewer upholds Wellmark's denial of your exception request, the drug will not be covered, and this decision will not be considered an adverse benefit determination, and will not be eligible for further appeals. You may choose to purchase the drug at your own expense.

The Exception Request for Non-Formulary Prescription Drugs process is only available for FDA-approved prescription drugs that are not on the Wellmark Blue Rx Value Plus Drug List. It is not available for items that are specifically excluded under your benefits, such as cosmetic drugs, convenience packaging, non-FDA approved drugs, drugs not approved to be covered by Wellmark's P&T Committee, infused drugs, most over-the-counter medications, nutritional, vitamin and dietary supplements, or antigen therapy. The preceding list of excluded items is illustrative only and is not a complete list of items that are not eligible for the process.

Request for Benefit Exception Review

If you have received an adverse benefit determination that denies or reduces benefits or fails to provide payment in whole or in part for any of the following services, when recommended by your treating provider as medically necessary, you or an individual acting as your authorized

representative may request a benefit exception review.

Services subject to this exception process:

- For a woman who previously has had breast cancer, ovarian cancer, or other cancer, but who has not been diagnosed with BRCA-related cancer, appropriate preventive screening, genetic counseling, and genetic testing.
- FDA-approved contraceptive items or services prescribed by your health care provider based upon a specific determination of medical necessity for you.
- For transgender individuals, sex-specific preventive care services (e.g., mammograms and Pap smears) that his or her attending provider has determined are medically appropriate.
- For dependent children, certain well-woman preventive care services that the attending provider determined are age- and developmentally-appropriate.
- Anesthesia services in connection with a preventive colonoscopy when your attending provider determined that anesthesia would be medically appropriate.
- A required consultation prior to a screening colonoscopy, if your attending provider determined that the pre-procedure consultation would be medically appropriate for you.
- If you received pathology services from an in-network provider related to a preventive colonoscopy screening for which you were responsible for a portion of the cost, such as a deductible, copayment or coinsurance.
- Certain immunizations that ACIP recommends for specified individuals (rather than for routine use for an entire population), when prescribed by your health care provider consistent with the ACIP recommendations.
- FDA-approved intrauterine devices and implants, if prescribed by your health care provider.
- Brand name drug when the generic equivalent drug is available, if your provider determines the brand name drug is medically necessary and the generic equivalent drug is medically inappropriate.

You may request a benefit exception review orally or in writing by submitting your request to the address listed in the *Appeals* section. To be considered, your request must include supporting medical record documentation and a letter or statement from your treating provider that the services or supplies were medically necessary and your treating provider's reason(s) for their determination that the services or supplies were medically necessary.

Your request will be addressed within the timeframes outlined in the *Appeals* section based upon whether your request is a medically urgent or non-medically urgent matter.

11. Coordination of Benefits

Coordination of benefits applies when you have more than one plan, insurance policy, or group health plan that provides the same or similar benefits as this plan. Benefits payable under this plan, when combined with those paid under your other coverage, will not be more than 100 percent of either our payment arrangement amount or the other plan's payment arrangement amount.

The method we use to calculate the payment arrangement amount may be different from your other plan's method.

Other Coverage

When you receive services, you must inform us that you have other coverage, and inform your health care provider about your other coverage. Other coverage includes any of the following:

- Group and nongroup insurance contracts and subscriber contracts.
- HMO contracts.
- Uninsured arrangements of group or group-type coverage.
- Group and nongroup coverage through closed panel plans.
- Group-type contracts.
- The medical care components of long-term contracts, such as skilled nursing care.
- Medicare or other governmental benefits (not including Medicaid).
- The medical benefits coverage of your auto insurance (whether issued on a fault or no-fault basis).
- Group and nongroup insurance contracts and subscriber contracts that pay or reimburse for the cost of dental care.

Coverage that is not subject to coordination of benefits includes the following:

- Hospital indemnity coverage or other fixed indemnity coverage.
- Accident-only coverage.
- Specified disease or specified accident coverage.
- Limited benefit health coverage, as defined by state law.
- School accident-type coverage.
- Benefits for nonmedical components of long-term care policies.
- Medicare supplement policies.
- Medicaid policies.
- Coverage under other governmental plans, unless permitted by law.

You must cooperate with Wellmark and provide requested information about other coverage. Failure to provide information can result in a denied claim. We may get the facts we need from or give them to other organizations or persons for the purpose of applying the following rules and determining the benefits payable under this plan and other plans covering you. We need not tell, or get the consent of, any person to do this.

Your Participating or PPO provider will forward your coverage information to us. If you see an Out-of-Network Provider, you are responsible for informing us about your other coverage.

Claim Filing

If you know that your other coverage has primary responsibility for payment, after you receive services or obtain a covered prescription drug, a claim should be submitted to your other insurance carrier first. If that claim is processed with an unpaid balance for benefits eligible under this group health plan, you or your provider should submit a claim to us and attach the other carrier's explanation of benefit payment within 180 days of the date of the other carrier's explanation of benefits. We may contact your provider or the other carrier for further information.

Rules of Coordination

We follow certain rules to determine which health plan or coverage pays first (as the primary plan) when other coverage provides the same or similar benefits as this group health plan. Here are some of those rules:

- The primary plan pays or provides benefits according to its terms of coverage and without regard to the benefits under any other plan. Except as provided below, a plan that does not contain a coordination of benefits provision that is consistent with applicable regulations is always primary unless the provisions of both plans state that the complying plan is primary.
- Coverage that is obtained by membership in a group and is designed to supplement a part of a basic package of benefits is excess to any other parts of the plan provided by the contract holder. (Examples of such supplementary coverage are major medical coverage that is superimposed over base plan hospital and surgical benefits and insurance-type coverage written in connection with a closed panel plan to provide Out-of-Network benefits.)

The following rules are to be applied in order. The first rule that applies to your situation is used to determine the primary plan.

- The coverage that you have as an employee, plan member, subscriber, policyholder, or retiree pays before coverage that you have as a spouse or dependent. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the person as a dependent and primary to the plan covering the person as other than a dependent (e.g., a retired employee), then the order of benefits between the two plans is reversed, so that the plan covering the person as the employee, plan member, subscriber, policyholder or retiree is the secondary plan and the other plan is the primary plan.
- The coverage that you have as the result of active employment (not laid off or retired) pays before coverage that you have as a laid-off or retired employee. The same would be true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other plan does not have this rule and, as a result, the plans do not agree on the order of benefits, this rule is ignored.
- If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another plan, the plan covering the person as an employee, plan member, subscriber, policyholder or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the primary plan and the COBRA or state or other federal continuation coverage is the secondary plan. If the other plan does not have this rule and, as a result, the plans do not agree on the order of benefits, this rule is ignored.
- The coverage with the earliest continuous effective date pays first if none of the rules above apply.
- Notwithstanding the preceding rules, when you present your Blue Rx Value Plus ID card to a pharmacy as the primary payer, your Blue Rx Value Plus prescription drug benefits are primary for prescription drugs purchased at the pharmacy. If, under the preceding rules, your Blue Rx Value Plus prescription drug benefits are secondary and you present your Blue Rx Value Plus ID card to a pharmacy as the secondary payer, your Blue Rx Value Plus prescription drug benefits are secondary for prescription drugs purchased at the pharmacy.
- If the preceding rules do not determine the order of benefits and if the plans cannot agree on the order of benefits

within 30 calendar days after the plans have received all information needed to pay the claim, the plans will pay the claim in equal shares and determine their relative liabilities following payment. However, we will not pay more than we would have paid had this plan been primary.

Dependent Children

To coordinate benefits for a dependent child, the following rules apply (unless there is a court decree stating otherwise):

- If the child is covered by both parents who are married (and not separated) or who are living together, whether or not they have been married, then the coverage of the parent whose birthday occurs first in a calendar year pays first. If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.
- For a child covered by separated or divorced parents or parents who are not living together, whether or not they have been married:
  - If a court decree states that one of the parents is responsible for the child's health care expenses or coverage and the plan of that parent has actual knowledge of those terms, then that parent's coverage pays first. If the parent with responsibility has no health care coverage for the dependent child's health care expenses, but that parent's spouse does, that parent's spouse's coverage pays first. This item does not apply with respect to any plan year during which benefits are paid or provided before the entity has actual knowledge of the court decree provision.
  - If a court decree states that both parents are responsible for the child's health care expense or health care coverage or if a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or coverage of the dependent child, then the coverage of the parent whose birthday occurs first in a calendar year pays first. If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.
  - If a court decree does not specify which parent has financial or insurance responsibility, then the coverage of the parent with custody pays first. The payment order for the child is as follows: custodial parent, spouse of custodial parent, other parent, spouse of other parent. A custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one-half of the calendar year excluding any temporary visitation.
- For a dependent child covered under more than one plan of individuals who are not the parents of the child, the order of benefits shall be determined, as applicable, as outlined previously in this *Dependent Children* section.
- For a dependent child who has coverage under either or both parents' plans and also has his or her own coverage as a dependent under a spouse's plan, the plan that covered the dependent for the longer period of time is the primary plan. If the dependent child's coverage under the spouse's plan began on the same date as the dependent child's coverage under either or both parents' plans, the order of benefits shall be determined, as applicable, as outlined in the first bullet of this *Dependent Children* section, to the dependent child's parent or parents and the dependent's spouse.
- If the preceding rules do not determine the order of benefits and if the plans cannot agree on the order of benefits within 30 calendar days after the plans have received all information needed to

pay the claim, the plans will pay the claim in equal shares and determine their relative liabilities following payment. However, we will not pay more than we would have paid had this plan been primary.

Coordination with Noncomplying Plans

If you have coverage with another plan that is excess or always secondary or that does not comply with the preceding rules of coordination, we may coordinate benefits on the following basis:

- If this is the primary plan, we will pay its benefits first.
- If this is the secondary plan, we will pay benefits first, but the amount of benefits will be determined as if this plan were secondary. Our payment will be limited to the amount we would have paid had this plan been primary.
- If the noncomplying plan does not provide information needed to determine benefits, we will assume that the benefits of the noncomplying plan are identical to this plan and will administer benefits accordingly. If we receive the necessary information within two years of payment of the claim, we will adjust payments accordingly.
- In the event that the noncomplying plan reduces its benefits so you receive less than you would have received if we had paid as the secondary plan and the noncomplying plan was primary, we will advance an amount equal to the difference. In no event will we advance more than we would have paid had this plan been primary, minus any amount previously paid. In consideration of the advance, we will be subrogated to all of your rights against the noncomplying plan. See *Subrogation, page* 102.
- If the preceding rules do not determine the order of benefits and if the plans cannot agree on the order of benefits within 30 calendar days after the plans have received all information needed to pay the claim, the plans will pay the claim in equal shares and determine their relative liabilities following payment. However, we will not pay more than we would have paid had this plan been primary.

Effects on the Benefits of this Plan

In determining the amount to be paid for any claim, the secondary plan will calculate the benefits it would have paid in the absence of other coverage and apply the calculated amount to any allowable expense under its plan that is unpaid by the primary plan. The secondary plan may then reduce its payment by the amount so that, when combined with the amount paid by the primary plan, total benefits paid or provided by all plans for the claim do not exceed the total allowable expense for that claim. In addition, the secondary plan will credit to its applicable deductible any amounts it would have credited to its deductible in the absence of other coverage.

If a person is enrolled in two or more closed panel plans and if, for any reason including the provision of service by a non-panel provider, benefits are not payable by one closed panel plan, coordination of benefits will not apply between that plan and other closed panel plans.

Right of Recovery

If the amount of payments made by us is more than we should have paid under these coordination of benefits provisions, we may recover the excess from any of the persons to or for whom we paid, or from any other person or organization that may be responsible for the benefits or services provided for the covered person. The amount of payments made includes the reasonable cash value of any benefits provided in the form of services.

Plans That Provide Benefits as Services

A secondary plan that provides benefits in the form of services may recover the reasonable cash value of the service from the primary plan, to the extent benefits for the services are covered by the primary plan

and have not already been paid or provided by the primary plan.

Coordination with Medicare

Medicare is by law the secondary coverage to group health plans in a variety of situations.

The following provisions apply only if you have both Medicare and employer group health coverage and meet the specific Medicare Secondary Payer provisions for the applicable Medicare entitlement reason.

Medicare Part B Drugs

Drugs paid under Medicare Part B are covered under the medical benefits of this plan.

Working Aged

If you are a member of a group health plan of an employer with at least 20 employees for each working day for at least 20 calendar weeks in the current or preceding year, then in most situations Medicare is the secondary payer if the beneficiary is:

- Age 65 or older; and
- A current employee or spouse of a current employee covered by an employer group health plan.

Working Disabled

If you are a member of a group health plan of an employer with at least 100 full-time, part-time, or leased employees on at least 50 percent of regular business days during the preceding calendar year, then in most situations Medicare is the secondary payer if the beneficiary is:

- Under age 65;
- A recipient of Medicare disability benefits; and
- A current employee or a spouse or dependent of a current employee, covered by an employer group health plan.

End-Stage Renal Disease (ESRD)

The ESRD requirements apply to group health plans of all employers, regardless of the number of employees. Under these requirements, Medicare is the secondary payer during the first 30 months of Medicare eligibility if both of the following are true:

- The beneficiary is eligible for Medicare coverage as an ESRD patient; and
- The beneficiary is covered by an employer group health plan.

If the beneficiary is already covered by Medicare due to age or disability and the beneficiary becomes eligible for Medicare ESRD coverage, Medicare generally is the secondary payer during the first 30 months of ESRD eligibility. However, if the group health plan is secondary to Medicare (based on other Medicare secondary-payer requirements) at the time the beneficiary becomes eligible for ESRD, the group health plan remains secondary to Medicare.

This is only a general summary of the laws. For complete information, contact your employer or the Social Security Administration.

12. Appeals

Right of Appeal

You have the right to one full and fair review in the case of an adverse benefit determination that denies, reduces, or terminates benefits, or fails to provide payment in whole or in part. Adverse benefit determinations include a denied or reduced claim, a rescission of coverage, or an adverse benefit determination concerning a pre-service notification requirement. Pre-service notification requirements are:

- A precertification request.
- A notification of admission or services.
- A prior approval request.
- A prior authorization request for prescription drugs.

How to Request an Internal Appeal

You or your authorized representative, if you have designated one, may appeal an adverse benefit determination within 180 days from the date you are notified of our adverse benefit determination by submitting a written appeal. Appeal forms are available at our website, *Wellmark.com*. See *Authorized Representative*, page 99.

Medically Urgent Appeal

To appeal an adverse benefit determination involving a medically urgent situation, you may request an expedited appeal, either orally or in writing. Medically urgent generally means a situation in which your health may be in serious jeopardy or, in the opinion of your physician, you may experience severe pain that cannot be adequately controlled while you wait for a decision.

Non-Medically Urgent Appeal

To appeal an adverse benefit determination that is not medically urgent, you must make your request for a review in writing.

What to Include in Your Internal Appeal

You must submit all relevant information with your appeal, including the reason for your appeal. This includes written comments, documents, or other information in support of your appeal. You must also submit:

- Date of your request.
- Your name (please type or print), address, and if applicable, the name and address of your authorized representative.
- Member identification number.
- Claim number from your Explanation of Benefits, if applicable.
- Date of service in question.

For a prescription drug appeal, you also must submit:

- Name and phone number of the pharmacy.
- Name and phone number of the practitioner who wrote the prescription.
- A copy of the prescription.
- A brief description of your medical reason for needing the prescription.

If you have difficulty obtaining this information, ask your provider or pharmacist to assist you.

Where to Send Internal Appeal

Wellmark Blue Cross and Blue Shield of South Dakota
Special Inquiries
Station 351
1601 W. Madison St.
Sioux Falls, SD 57104

Review of Internal Appeal

Your request for an internal appeal will be reviewed only once. The review will take into account all information regarding the

adverse benefit determination whether or not the information was presented or available at the initial determination. Upon request, and free of charge, you will be provided reasonable access to and copies of all relevant records used in making the initial determination. Any new information or rationale gathered or relied upon during the appeal process will be provided to you prior to Wellmark issuing a final adverse benefit determination and you will have the opportunity to respond to that information or to provide information.

The review will not be conducted by the original decision makers or any of their subordinates. The review will be conducted without regard to the original decision. If a decision requires medical judgment, we will consult an appropriate medical expert who was not previously involved in the original decision and who has no conflict of interest in making the decision. If we deny your appeal, in whole or in part, you may request, in writing, the identity of the medical expert we consulted.

Decision on Internal Appeal

The decision on appeal is the final internal determination. Once a decision on internal appeal is reached, your right to internal appeal is exhausted.

Medically Urgent Appeal

For a medically urgent appeal, you will be notified (by telephone, e-mail, fax or another prompt method) of our decision as soon as possible, based on the medical situation, but no later than 72 hours after your expedited appeal request is received. If the decision is adverse, a written notification will be sent.

All Other Appeals

For all other appeals, you will be notified in writing of our decision. Most appeal requests will be determined within 30 days and all appeal requests will be determined within 60 days.

External Review

You have the right to request an external review of a final adverse determination involving a covered service when the determination involved:

- Medical necessity.
- Appropriateness of services or supplies, including health care setting, level of care, or effectiveness of treatment.
- Investigational or experimental services or supplies.
- Concurrent review or admission to a facility. See *Notification Requirements and Care Coordination*, page 53.
- A rescission of coverage.

An adverse determination eligible for external review does not include a denial of coverage for a service or treatment specifically excluded under this plan.

The external review will be conducted by independent health care professionals who have no association with us and who have no conflict of interest with respect to the benefit determination.

Have you exhausted the appeal process? Before you can request an external review, you must first exhaust the internal appeal process described earlier in this section. However, if you have not received a decision regarding the adverse benefit determination within 30 days following the date of your request for an appeal, you are considered to have exhausted the internal appeal process.

Requesting an external review. You or your authorized representative may request an external review through the South Dakota Division of Insurance by completing an External Review Request Form and submitting the form along with a filing fee. You may obtain this request form by calling the Customer Service number on your ID card, by visiting our website at *Wellmark.com*, or by contacting the South Dakota Division of Insurance.

You will be required to authorize the release of any medical records that may be required

to be reviewed for the purpose of reaching a decision on your request for external review.

Requests must be filed in writing at the following address, no later than four months after you receive notice of the final adverse benefit determination:

South Dakota Division of Insurance
124 S. Euclid Avenue, 2nd Floor.
Pierre, SD 57501
tel.: 605-773-3563
Fax: 605-773-5369
E-mail: insurance@state.sd.us

How the review works. Upon notification that an external review request has been filed, Wellmark will review the request to determine whether your request is eligible for an external review, and if it is, the South Dakota Division of Insurance will assign an independent review organization (IRO) to conduct the external review. You will be advised of the name of the IRO and will then have five business days to provide new information to the IRO. The IRO will make a decision within 45 days of the date the South Dakota Division of Insurance receives your request for an external review.

Need help? You may contact the South Dakota Division of Insurance at **605-773-3563** at any time for assistance with the external review process.

Expedited External Review
You do not need to exhaust the internal appeal process to request an external review of an adverse determination or a final adverse determination if you have a medical condition for which the time frame for completing an internal appeal or for completing a standard external review would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function.

You may also have the right to request an expedited external review of a final adverse determination that concerns an admission, availability of care, concurrent review, or service for which you received emergency services, and you have not been discharged from a facility.

If our adverse benefit determination is that the service or treatment is investigational or experimental and your treating physician has certified in writing that delaying the service or treatment would render it significantly less effective, you may also have the right to request an expedited external review.

You or your authorized representative may submit an oral or written expedited external review request to the South Dakota Division of Insurance:

- By phone: 605-773-3563
- By fax: 605-773-5369
- By e-mail: insurance@state.sd.us
- By writing to:
  South Dakota Division of Insurance
  124 S. Euclid Avenue, 2nd Floor
  Pierre, SD 57501

If the South Dakota Division of Insurance determines the request is eligible for an expedited external review, the Division will immediately assign an IRO to conduct the review and a decision will be made expeditiously, but in no event more than 72 hours after the IRO receives the request for an expedited external review.

You may contact the South Dakota Division of Insurance at any time for assistance with the expedited external review process.

Legal Action

You shall not start legal action against us or the plan until you have exhausted the appeal procedure described in this section. See the *Legal Action* section and *Governing Law*, page 101, for important information about your legal action rights after you have exhausted the appeal procedures in this section.

13. Legal Action

You shall not bring any legal or equitable action against us because of a Claim (as defined below) under this summary plan description, or because of the alleged breach of this policy, more than three years after the end of the calendar year in which the services or supplies were provided. As used in this *Legal Action* section, a "Claim" refers to any and all claims, disputes or controversies arising out of or related to this summary plan description or any other document related to your health plan, including, but not limited to, member eligibility, benefits under your health plan or administration of your health plan. Any action brought because of a Claim under this policy will be litigated in the state or federal courts located in the state of South Dakota and in no other. **YOU AND WE BOTH WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY CLAIM.**

For purposes of this *Legal Action* section, the words "we," "us," and "our" refer to the Wellmark, Inc., and its subsidiaries and affiliates, the plan sponsor and/or the plan administrator, as well as their respective directors, officers, employees and agents.

14. General Provisions

Contract

The conditions of your coverage are defined in your contract. Your contract includes:

- Any application you submitted to us or to your employer or group sponsor.
- Any agreement or group policy we have with your employer or group sponsor.
- Any application completed by your employer or group sponsor.
- This summary plan description and any amendments.

All of the statements made by you or your employer or group sponsor in any of these materials will be treated by us as representations, not warranties.

Interpreting this Summary Plan Description

We will interpret the terms and provisions of this summary plan description and determine answers to questions that arise under it. We will make a determination as to whether you meet our eligibility requirements. If any benefit described in this summary plan description is subject to a determination of medical necessity, we will make a factual determination.

There are certain rules you must follow in order for us to properly administer your benefits. Different rules appear in different sections of your summary plan description. You should become familiar with the entire document.

Plan Year

The Plan Year has been designated and communicated to Wellmark by your group health plan's plan sponsor or plan administrator as the twelve month period commencing on the effective date of your group health plan's annual renewal with Wellmark.

Authority to Terminate, Amend, or Modify

Your employer or group sponsor has the authority to terminate, amend, or modify the coverage described in this summary plan description at any time. Any amendment or modification will be in writing and will be as binding as this summary plan description. If your contract is terminated, you may not receive benefits.

Authorized Group Benefits Plan Changes

No agent, employee, or representative of ours is authorized to vary, add to, change, modify, waive, or alter any of the provisions described in this summary plan description. This summary plan description cannot be changed except by one of the following:

- Written amendment signed by an authorized officer and accepted by you or your employer or group sponsor.
- Our receipt of proper notification that an event has changed your spouse or dependent's eligibility for coverage. See *Coverage Changes and Termination*, page 71.

Authorized Representative

You may authorize another person to represent you and with whom you want us to communicate regarding specific claims or an appeal. This authorization must be in writing, signed by you, and include all the information required in our Authorized Representative Form. This form is available at *Wellmark.com* or by calling the Customer Service number on your ID card.

In a medically urgent situation your treating health care practitioner may act as your authorized representative without completion of the Authorized Representative Form.

An assignment of benefits, release of information, or other similar form that you may sign at the request of your health care provider does not make your provider an authorized representative. You may authorize only one person as your representative at a time. You may revoke the authorized representative at any time.

Release of Information

By enrolling in this group health plan, you have agreed to release any necessary information requested about you so we can process claims for benefits.

You must allow any provider, facility, or their employee to give us information about a treatment or condition. If we do not receive the information requested, or if you withhold information, your benefits may be denied. If you fraudulently use your coverage or misrepresent or conceal material facts when providing information, then we may terminate your coverage under this group health plan.

Privacy of Information

Your employer or group sponsor is required to protect the privacy of your health information. It is required to request, use, or disclose your health information only as permitted or required by law. For example, your employer or group sponsor has contracted with Wellmark to administer this group health plan and Wellmark will use or disclose your health information for treatment, payment, and health care operations according to the standards and specifications of the federal privacy regulations.

Treatment

We may disclose your health information to a physician or other health care provider in order for such health care provider to provide treatment to you.

Payment

We may use and disclose your health information to pay for covered services from physicians, hospitals, and other providers, to determine your eligibility for benefits, to coordinate benefits, to determine medical necessity, to obtain payment from your employer or group sponsor, to issue explanations of benefits to the person enrolled in the group health plan in which you participate, and the like. We may disclose your health information to a health care provider or entity subject to the federal privacy rules so they can obtain payment or engage in these payment activities.

Health Care Operations

We may use and disclose your health information in connection with health care operations. Health care operations include, but are not limited to, determining payment and rates for your group health plan; quality assessment and improvement activities; reviewing the competence or qualifications of health care practitioners, evaluating provider performance, conducting training programs, accreditation, certification, licensing, or credentialing activities; medical review, legal services, and auditing, including fraud and abuse detection and compliance; business planning and development; and business management and general administrative activities.

Other Disclosures

Your employer or group sponsor or Wellmark is required to obtain your explicit authorization for any use or disclosure of your health information that is not permitted or required by law. For example, we may release claim payment information to a friend or family member to act on your behalf during a hospitalization if you submit an authorization to release information to that person. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosures permitted by your authorization while it was in effect.

Member Health Support Services

Wellmark offers certain health support services (such as Care Team services). Wellmark may offer financial and other

incentives to you to use such services. As a part of the provision of these services, Wellmark may:

- Use your personal health information (including, but not limited to, substance abuse, mental health, and HIV/AIDS information); and
- Disclose such information to your health care providers and Wellmark's health support service vendors, for purposes of providing such services to you.

Wellmark will use and disclose information according to the terms of our Privacy Practices Notice, which is available upon request or at *Wellmark.com*.

Value Added or Innovative Benefits

Wellmark may, from time to time, make available to you certain value added or innovative benefits for a fee or for no fee. Examples include Blue365®, identity theft protections, and discounts on alternative/preventive therapies, fitness, exercise and diet assistance, and elective procedures as well as resources to help you make more informed health decisions. Wellmark may also provide rewards or incentives under this plan if you participate in certain voluntary wellness activities or programs that encourage healthy behaviors. Your employer is responsible for any income and employment tax withholding, depositing and reporting obligations that may apply to the value of such rewards and incentives.

Value-Based Programs

Value-based programs involve local health care organizations that are held accountable for the quality and cost of care delivered to a defined population. Value-based programs can include accountable care organizations (ACOs), patient centered medical homes (PCMHs), and other programs developed by Wellmark, the Blue Cross Blue Shield Association, or other Blue Cross Blue Shield health plans ("Blue Plans"). Wellmark and Blue Plans have entered into collaborative arrangements with value-based programs under which the health care providers participating in them are eligible for financial incentives relating to quality and cost-effective care of Wellmark and/or Blue Plan members. If your physician, hospital, or other health care provider participates in the Wellmark ACO program or other value-based program, Wellmark may make available to such health care providers your health care information, including claims information, for purposes of helping support their delivery of health care services to you.

Nonassignment

Except as required by law, benefits for covered services under this group health plan are for your personal benefit and cannot be transferred or assigned to anyone else without our consent. Whether made before or after services are provided, you are prohibited from assigning any claim. You are further prohibited from assigning any cause of action arising out of or relating to this group health plan. Any attempt to assign this group health plan, even if assignment includes the provider's rights to receive payment will be null and void. Nothing contained in this group health plan shall be construed to make the health plan or Wellmark liable to any third party to whom a member may be liable for medical care, treatment, or services.

Governing Law

To the extent not superseded by the laws of the United States, the group health plan will be construed in accordance with and governed by the laws of the state of South Dakota.

Medicaid Enrollment and Payments to Medicaid

Assignment of Rights

This group health plan will provide payment of benefits for covered services to you, your beneficiary, or any other person who has been legally assigned the right to receive

such benefits under requirements established pursuant to Title XIX of the Social Security Act (Medicaid).

Enrollment Without Regard to Medicaid
Your receipt or eligibility for medical assistance under Title XIX of the Social Security Act (Medicaid) will not affect your enrollment as a participant or beneficiary of this group health plan, nor will it affect our determination of any benefits paid to you.

Acquisition by States of Rights of Third Parties
If payment has been made by Medicaid and Wellmark has a legal obligation to provide benefits for those services, Wellmark will make payment of those benefits in accordance with any state law under which a state acquires the right to such payments.

Medicaid Reimbursement
When a PPO or Participating provider submits a claim to a state Medicaid program for a covered service and Wellmark reimburses the state Medicaid program for the service, Wellmark's total payment for the service will be limited to the amount paid to the state Medicaid program. No additional payments will be made to the provider or to you.

Subrogation and Reimbursement

When a member becomes ill or injured because of the actions or inactions of a third party, the plan may cover eligible health care (medical, dental, and vision) expenses, regardless whether the plan includes or excludes coverage for the cost of claims arising from care or treatment. However, to receive coverage, the member must notify the plan the illness or injury was caused by a third party, and the member must follow special plan rules. When this happens, the plan is subrogated and has a right of reimbursement as described herein, unless otherwise prohibited by law. This section describes the procedures with respect to the plan's subrogation and reimbursement rights.

The plan has a right to be reimbursed for the amount of any benefits it pays out to a member if the member receives, directly or indirectly, any money from a third party (such as a person responsible for an illness or injury or an insurance company) on account of the same illness or injury for which the plan has paid benefits (any such money is referred to here as a "recovery"). Therefore, as a condition of receiving benefits from the plan for medical or other expenses, the member agrees that any recovery is received from a third party on account of an illness or injury for which the plan has paid benefits, the member will pay to the plan the amount of that recovery, up to the total amount of benefits paid to the member by the plan. For example, if a member is injured in an auto accident and either the member's insurance company or the other driver's insurance company settles with the member, the member must reimburse the plan for the benefits the plan provided to the member for all medical expenses resulting from that accident.

The plan will have a first priority lien on all sums paid by a third party or received by the member equal to the sums paid by the plan to cover the care arising from the illness or injury caused by a third party or for which a third-party insurance company was required to pay money to the member. The plan's first priority lien will not be subject to, or set-off by, any attorneys' fees or expenses the member or any insurance company is required to incur in order to recover damages for the illness or injury for which the plan paid benefit claims on a member's behalf.

Therefore, by accepting plan benefits to pay for treatments, devices, or other products or services related to such illness or injury, the member agrees:

- The plan has a first priority lien on any and all monies paid (or payable) to member or for the member's benefit by

any responsible party or other recovery to the extent the plan paid benefits for such illness or injury;

- The plan may appoint the member as constructive trustee for any and all monies paid (or payable to) the member or for the member's benefit by any responsible party or other recovery to the extent the plan paid benefits for such illness or injury; and
- The plan may bring an action on its own behalf or on the covered person's behalf against any responsible party or third party involved in the illness or injury.
- The member will place any recovery (without reduction for attorneys' fees or otherwise) the member or member's attorney receives from a third party on account of an illness or injury for which the plan has paid benefits in a separate, identifiable account,
- The plan has a first priority lien on the funds the member has placed in the separate, identifiable account, and
- The member serves as a constructive trustee over the funds placed in the separate, identifiable account to the extent the plan has paid expenses related to the illness or injury and therefore the member is deemed to be in control of the funds.

As a consequence, the member must pay the plan back first, in full, out of such funds for any health care expenses the plan has paid related to such illness or injury for the member, regardless of whether the settlement or judgment says that the money received (all or part of it) is for health care expenses. Furthermore, the member must pay the plan back regardless of whether the third party admits liability and regardless of whether the member has been made whole or fully compensated for the illness or injury.

Additionally, the plan is not required to participate in or contribute to any expenses or fees (including attorneys' fees and costs) the member incurs in obtaining the funds. The plan's sources of payment through subrogation or reimbursement include, but are not limited to the following:

- Money from a third party that the member, the member's guardian, or other representatives of the member receive or are entitled to receive;
- Any constructive or other trust that is imposed on the proceeds of any settlement, verdict, or other amount that the member, the member's guardian, or other representatives of the member receive;
- Any lien on the portion of the total recovery which is due the plan for benefits it paid; and
- Any liability or other insurance (for example, uninsured motorist, underinsured motorist, medical payments, workers' compensation, no-fault, school, homeowners, or excess or umbrella coverage) that is paid or payable to the member, the member's guardian, or other representatives of the member.

Each member is required to:

- Cooperate with the plan's efforts to ensure a successful subrogation or reimbursement claim, including setting funds aside in a particular account. This also includes doing nothing to prejudice the plan's subrogation or reimbursement rights outlined in this Summary Plan Description;
- Notify the plan within 30 days of the date any notice is given by any party, including an attorney, of the member's intent to pursue or investigate a claim to recover damages or obtain compensation due to sustained injuries or Illness; and
- Provide all information requested by the plan, the Claims Administrator or their representatives, or the Plan Administrator or its representatives.

The plan may terminate the member's plan participation, offset future benefits, or use other measures in the event that the member fails to provide the information,

authorizations, pay to the plan the monetary value of all claims made, or to otherwise cooperate in a manner that the plan considers necessary to exercise its rights or privileges under the plan.

The plan also reserves the right to pursue recovery from the third party at its discretion should the member decide not to attempt recovery. The member must notify the Bureau of Human Resources, Benefits Program, or the Claims Administrator immediately about any illness or injury that may have been caused by a liable third party.

Workers' Compensation

If you have received benefits under this group health plan for an injury or condition that is the subject or basis of a workers' compensation claim (whether litigated or not), we are entitled to reimbursement to the extent benefits are paid under this plan in the event that your claim is accepted or adjudged to be covered under workers' compensation.

Furthermore, we are entitled to reimbursement from you to the full extent of benefits paid out of any proceeds you receive from any workers' compensation claim, regardless of whether you have been made whole or fully compensated for your losses, regardless of whether the proceeds represent a compromise or disputed settlement, and regardless of any characterization of the settlement proceeds by the parties to the settlement. We will not be liable for any attorney's fees or other expenses incurred in obtaining any proceeds for any workers' compensation claim.

We utilize industry standard methods to identify claims that may be work-related. This may result in initial payment of some claims that are work-related. We reserve the right to seek reimbursement of any such claim or to waive reimbursement of any claim, at our discretion.

Payment in Error

If for any reason we make payment in error, we may recover the amount we paid.

If we determine we did not make full payment, Wellmark will make the correct payment without interest.

High Deductible Medical Benefits Plan

Wellmark reserves the right to revise this summary plan description for the purpose of complying with federal requirements for a high deductible medical benefits plan, regardless of whether you are participating in a health savings account. This provision applies to a high deductible medical benefits plan as defined in Internal Revenue Code Section 220(c)(2) or 223(c)(2), subject to any amendments or official guidance.

Notice

If a specific address has not been provided elsewhere in this summary plan description, you may send any notice to Wellmark's home office:

Wellmark Blue Cross and Blue Shield of South Dakota
1601 West Madison, P.O. Box 5023
Sioux Falls, SD 57117-5023

Any notice from Wellmark to you is acceptable when sent to your address as it appears on Wellmark's records or the address of the group through which you are enrolled.

Submitting a Complaint

If you are dissatisfied or have a complaint regarding our products or services, call the Customer Service number on your ID card. We will attempt to resolve the issue in a timely manner. You may also contact Customer Service for information on where to send a written complaint.

Consent to Telephone Calls and Text or Email Notifications

By enrolling in this employer sponsored group health plan, and providing your phone number and email address to your employer or to Wellmark, you give express consent to Wellmark to contact you using the email address or residential or cellular telephone number provided via live or pre-recorded voice call, or text message notification or email notification. Wellmark may contact you for purposes of providing important information about your plan and benefits, or to offer additional products and services related to your Wellmark plan. You may revoke this consent by following instructions given to you in the email, text or call notifications, or by telling the Wellmark representative that you no longer want to receive calls.

Glossary

The definitions in this section are terms that are used in various sections of this summary plan description. A term that appears in only one section is defined in that section.

Accidental Injury. An injury, independent of disease or bodily infirmity or any other cause, that happens by chance and requires immediate medical attention.

Admission. Formal acceptance as a patient to a hospital or other covered health care facility for a health condition.

Amount Charged. The amount that a provider bills for a service or supply or the retail price that a pharmacy charges for a prescription drug, whether or not it is covered under this group health plan.

Benefits. Medically necessary services or supplies that qualify for payment under this group health plan.

BlueCard Program. The Blue Cross Blue Shield Association program that permits members of any Blue Cross or Blue Shield Plan to have access to the advantages of PPO Providers throughout the United States.

Compounded Drugs. Compounded prescription drugs are produced by combining, mixing, or altering ingredients by a pharmacist to create an alternate strength or dosage form tailored to the specialized medical needs of an individual patient when an FDA-approved drug is unavailable or a licensed health care provider decides that an FDA-approved drug is not appropriate for a patient's medical needs.

Creditable Coverage. Any of the following categories of coverage:

- Group health plan (including government and church plans).
- Health insurance coverage (including group and individual coverage).
- Medicare (Part A or B of Title XVIII of the Social Security Act).
- Medicaid (Title XIX of the Social Security Act).
- Medical care for members and certain former members of the uniformed services, and for their dependents (Chapter 55 of Title 10, United States Code).
- A medical care program of the Indian Health Service or of a tribal organization.
- A state health benefits risk pool.
- Federal Employee Health Benefit Plan (a health plan offered under Chapter 89 of Title 5, United States Code).
- A public health plan as defined in federal regulations (including health coverage provided under a plan established or maintained by a foreign country or political subdivision).
- A health benefits plan under Section 5(e) of the Peace Corps Act.
- A short-term limited-duration policy.
- A college plan.

Extended Home Skilled Nursing. Home skilled nursing care, other than short-term home skilled nursing, provided in the home by a registered (R.N.) or licensed practical nurse (L.P.N.) who is associated with an agency accredited by the Joint Commission for Accreditation of Health Care Organizations (JCAHO) or a Medicare-certified agency that is ordered by a physician and consists of four or more hours per day of continuous nursing care that requires the technical proficiency and knowledge of an R.N. or L.P.N.

Group. Those plan members who share a common relationship, such as employment or membership.

Group Sponsor. The entity that sponsors this group health plan.

Habilitative Services. Health care services that help a person keep, learn, or improve skills and functioning for daily living. Examples include therapy for a child who isn't walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

Illness or Injury. Any bodily disorder, bodily injury, disease, or mental health condition, including pregnancy and complications of pregnancy.

Inpatient. Services received, or a person receiving services, while admitted to a health care facility.

Medical Appliance. A device or mechanism designed to support or restrain part of the body (such as a splint, bandage or brace); to measure functioning or physical condition of the body (such as glucometers or devices to measure blood pressure); or to administer drugs (such as syringes).

Medically Urgent. A situation where a longer, non-urgent response time could seriously jeopardize the life or health of the plan member seeking services or, in the opinion of a physician with knowledge of the member's medical condition, would subject the member to severe pain that cannot be managed without the services in question.

Medicare. The federal government health insurance program established under Title XVIII of the Social Security Act for people age 65 and older and for individuals of any age entitled to monthly disability benefits under Social Security or the Railroad Retirement Program. It is also for those with chronic renal disease who require hemodialysis or kidney transplant.

Member. A person covered under this group health plan.

Nonparticipating Pharmacy. A pharmacy that does not participate with the network used by your prescription drug benefits.

Office. An office setting is the room or rooms in which the practitioner or staff provide patient care.

Out-of-Network Provider. A facility or practitioner that does not participate with Wellmark or any other Blue Cross or Blue Shield Plan. Pharmacies that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers.

Outpatient. Services received, or a person receiving services, in the outpatient department of a hospital, an ambulatory surgery center, or the home.

Participating Pharmacy. A pharmacy that participates with the network used by your prescription drug benefits. Pharmacies that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers.

Participating Providers. These providers participate with a Blue Cross and/or Blue Shield network in another state or service area but not with a preferred provider program. Pharmacies that contract with our pharmacy benefits manager are considered Participating Providers.

Plan Member. The person who signed for this group health plan.

Plan Year. A date used for purposes of determining compliance with federal legislation.

PPO Provider. A facility or practitioner that participates with a Blue Cross or Blue Shield preferred provider program.

Services or Supplies. Any services, supplies, treatments, devices, or drugs, as applicable in the context of this summary plan description, that may be used to diagnose or treat a medical condition.

Specialty Drugs. Drugs that are typically used for treating or managing chronic illnesses. These drugs are subject to restricted distribution by the U.S. Food and

Drug Administration or require special handling, provider coordination, or patient education that may not be provided by a retail pharmacy. Some specialty drugs may be taken orally, but others may require administration by injection or inhalation.

Spouse. A man or woman lawfully married to a covered member.

Urgent Care Centers provide medical care without an appointment during all hours of operation to walk-in patients of all ages who are ill or injured and require immediate care but may not require the services of a hospital emergency room.

We, Our, Us. Wellmark Blue Cross and Blue Shield of South Dakota.

X-ray and Lab Services. Tests, screenings, imagings, and evaluation procedures identified in the American Medical Association's Current Procedural Terminology (CPT) manual, Standard Edition, under *Radiology Guidelines* and *Pathology and Laboratory Guidelines*.

You, Your. The plan member and family members eligible for coverage under this group health plan.

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Wellmark Language Assistance

Discrimination is against the law

Wellmark Blue Cross and Blue Shield complies with applicable state and federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, sex, sexual orientation, or gender identity.

Wellmark provides:

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

You have the right to get this information and help in your language for free. If you need these services, call 800-524-9242.

ATENCIÓN: Si habla español, los servicios de asistencia de idiomas se encuentran disponibles gratuitamente para usted. Comuníquese al 800-524-9242 o al (TTY: 888-781-4262).

注意：如果您说普通话，我们可免费为您提供语言协助服务。请拨打 800-524-9242 或（听障专线：888-781-4262）。

CHÚ Ý: Nếu quý vị nói tiếng Việt, các dịch vụ hỗ trợ ngôn ngữ miễn phí có sẵn cho quý vị. Xin hãy liên hệ 800-524-9242 hoặc (TTY: 888-781-4262).

NAPOMENA: Ako govorite hrvatski, dostupna Vam je besplatna podrška na Vašem jeziku. Kontaktirajte 800-524-9242 ili (tekstualni telefon za osobe oštećena sluha: 888-781-4262).

ACHTUNG: Wenn Sie deutsch sprechen, stehen Ihnen kostenlose sprachliche Assistenzdienste zur Verfügung. Rufnummer: 800-524-9242 oder (TTY: 888-781-4262).

تنبيه: إذا كنت تتحدث اللغة العربية، فإننا نوفر لك خدمات المساعدة اللغوية المجانية. اتصل بالرقم 800-524-9242 أو (خدمة الهاتف النصي: 888-781-4262).

ສ່ຽງຄວນເອົາໃຈໃສ່, ພາສາລາວ ຖ້າທ່ານເວົ້າ: ພວກເຮົາມີບໍລິການຄວາມຊ່ວຍເຫຼືອດ້ານພາສາ ໃຫ້ທ່ານໂດຍບໍ່ເສຍຄ່າ ຫຼື 800-524-9242 ຕິດຕໍ່ທີ. (TTY: 888-781-4262.)

주의: 한국어 를 사용하시는 경우, 무료 언어 지원 서비스를 이용하실 수 있습니다. 800-524-9242번 또는 (TTY: 888-781-4262)번으로 연락해 주십시오.

ध्यान रखें : अगर आपकी भाषा हिन्दी है, तो आपके लिए भाषा सहायता सेवाएँ, नि:शुल्क उपलब्ध हैं। 800-524-9242 पर संपर्क करें या (TTY: 888-781-4262)।

ATTENTION : si vous parlez français, des services d'assistance dans votre langue sont à votre disposition gratuitement. Appelez le 800 524 9242 (ou la ligne ATS au 888 781 4262).

Geb Acht: Wann du Deitsch schwetze duscht, kannscht du Hilf in dei eegni Schprooch koschdefrei griege. Ruf 800-524-9242 odder (TTY: 888-781-4262) uff.

โปรดทราบ: หากคุณพูด ไทย เรามีบริการช่วยเหลือด้านภาษาสำหรับคุณโดยไม่คิดค่าใช้จ่าย ติดต่อ 800-524-9242 หรือ (TTY: 888-781-4262)

PAG-UKULAN NG PANSIN: Kung Tagalog ang wikang ginagamit mo, may makukuha kang mga serbisyong tulong sa wika na walang bayad. Makipag-ugnayan sa 800-524-9242 o (TTY: 888-781-4262).

တၢ်နှးသ့ဉ်ညါ–နမ့ၢ်ကတိၤကညီကျိာ်.ကျိာ်တၢ်မၤစၢၤတၢ်ဖံးတၢ်မၤတဖဉ်.လၢတဘဉ်လာ်ဘူးလဲ.ဆိဉ်လၢနဂၢ်လီၤ.ဆဲးကျိးဆူ ၈၀၀–၅၂၄–၉၂၄၂မ့တမ့ၢ်(TTY:၈၈၈–၇၈၁–၄၂၆၂)တက့ၢ်.

ВНИМАНИЕ! Если ваш родной язык русский, вам могут быть предоставлены бесплатные переводческие услуги. Обращайтесь 800-524-9242 (телетайп: 888-781-4262).

सावधान: यदि तपाईं नेपाली बोल्नुहुन्छ भने, तपाईंका लागि नि:शुल्क रूपमा भाषा सहायता सेवाहरू उपलब्ध गराइन्छ। 800-524-9242 वा (TTY: 888-781-4262) मा सम्पर्क गर्नुहोस्।

ማሳሰቢያ: አማርኛ የሚናገሩ ከሆነ፣ የቋንቋ እገዛ አገልግሎቶች፣ ከክፍያ ነፃ፣ ያገኛሉ። በ 800-524-9242 ወይም (በTTY: 888-781-4262) ይሙላው ያነጋግሩን።

HEETINA To a wolwa Fulfulde laabi walliinde dow wolde, naa e njobdi, ene ngoodi ngam maaɗa. Heƃir 800-524-9242 malla (TTY: 888-781-4262).

FUULEFFANNAA: Yo isin Oromiffaa, kan dubbattan taatan, tajaajiloonni gargaarsa afaanii, kaffaltii malee, isiniif ni jiru. 800-524-9242 yookin (TTY: 888-781-4262) quunnamaa.

УВАГА! Якщо ви розмовляєте українською мовою, для вас доступні безкоштовні послуги мовної підтримки. Зателефонуйте за номером 800-524-9242 або (телетайп: 888-781-4262).

Ge': Diné k'ehjí yáníłti'go níká bizaad bee áká' adoowoł, t'áá jiik'é, náhóló. Kojį' hólne' 800-524-9242 doodaii' (TTY: 888-781-4262)

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