

**NATIONAL RAILWAY CARRIERS  
AND  
UNITED TRANSPORTATION UNION  
(NRC/UTU)  
HEALTH AND WELFARE PLAN**

**December 31, 2014**

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# I

## IMPORTANT NOTICE

This booklet, dated December 31, 2014, describes the health care benefits provided for U.S. residents under The National Railway Carriers and United Transportation Union Health and Welfare Plan (“Plan”) for employees covered by a collective bargaining agreement with a participating employer that provides for the Plan benefits this booklet describes. Other benefits provided by the Plan are described in a separate booklet entitled Life Insurance Benefits for U.S. Employees and Retirees and Accidental Death and Dismemberment Insurance Benefits for U.S. Employees. Except as otherwise noted in this booklet, the information described in this booklet is effective as of January 1, 2012.

If you are employed by a participating railroad that does not engage in national collective bargaining and has not yet adopted the terms of the most recent national collective bargaining agreements, this booklet does not apply to you. You can obtain a copy of the booklet that applies to you by contacting the company that administers your benefits.

The Plan is maintained pursuant to collective bargaining agreements between certain freight railroads and the United Transportation Union (the “UTU”) that provide for the Plan benefits this booklet describes. Plans other than The National Railway Carriers and United Transportation Union Health and Welfare Plan are occasionally mentioned in this booklet, including a separate collectively bargained plan named The Railroad Employees National Health and Welfare Plan. To make it easier for you to distinguish references to different plans, The National Railway Carriers and United Transportation Union Health and Welfare Plan will be referred to as the “Plan” or this “Plan”, always with a capital “P”. Other plans will be referred to by their full name or a shorthand designation. For

example, The Railroad Employees National Early Retirement Major Medical Benefit Plan will either be referred to by its full name or “ERMA”.

\* \* \* \*

The following is a special notice that applies to certain employees who sometimes work in train service and sometimes work in engine service.

Because certain employees sometimes work in train service and sometimes in engine service, the Plan has been designed to avoid movement back and forth during each calendar year – and the hardships they may cause to the employee and the employee’s dependents – between eligibility under the Plan and eligibility under the Railroad Employees National Health and Welfare Plan. Thus, this Plan provides that the following employees of participating railroads who work under a collective bargaining agreement with either the UTU or the Brotherhood of Locomotive Engineers and Trainmen (“BLET”), a Division of the Rail Conference of the International Brotherhood of Teamsters, are eligible for coverage under this Plan during a given calendar year:

- Employees as to whom UnitedHealthcare has been advised, before the last Friday in August of the prior calendar year, had earnings from train service in excess of 50% of their total train and engine service earnings during the twelve-month period ending June 30 of such prior calendar year (although if you are already enrolled in the Railroad Employees National Health and Welfare Plan, you may elect to remain in that plan even if you become eligible for coverage under this Plan as a result of the predominance of your earnings, subject to renewal of applicable agreements concerning this issue);

- Employees as to whom UnitedHealthcare has received no advice, before the last Friday in August of the prior calendar year, regarding the employees' earnings in train and engine service during the twelve-month period ending June 30 of such prior calendar year but who are listed in UnitedHealthcare's records as working under a UTU collective bargaining agreement as of the last Friday of the prior calendar year;
- Employees hired after the last Friday in August of the prior calendar year under a UTU agreement, provided they did not first work under a collective bargaining agreement with the BLET;
- Employees who don't fall within any of the three groups mentioned above and who move after the last Friday in August of the prior calendar year, to a position covered by a UTU agreement, provided that as of the date of the move they had not last worked under a BLET agreement.

Employees not eligible for coverage under the Plan during a given calendar year because they do not come within any of the groups described above will not become eligible for coverage at any time during such given calendar year even if they work under a UTU agreement from time to time during that year. These employees may continue to be eligible for coverage under the national plan collectively bargained with the UTU.

\* \* \* \*

The Plan's health care benefits described in this booklet are the Managed Medical Care Program ("**MMCP**"), the Comprehensive Health Care Benefit ("**CHCB**"), the Mental Health and Substance Abuse Care Benefit ("**MHSA**"), and the Managed Pharmacy Services Benefit ("**MPSB**"). The benefits

provided by this Plan are not insured. They are payable directly by the Plan.

An **MMCP** Information Statement will be sent to you if you reside in a **Mandatory Network Area**. In **Mandatory Network Areas** where the **MMCP** administered by UnitedHealthcare (“UnitedHealthcare”) is available under the Plan, you may choose an **MMCP** administered either by UnitedHealthcare or by Highmark Blue Cross Blue Shield (“Highmark BCBS”). In **Mandatory Network Areas** where the **MMCP** administered by Aetna is available under the Plan, you may choose an **MMCP** administered either by Aetna or by Highmark BCBS.

The **CHCB** is administered either by Highmark BCBS or UnitedHealthcare. You may choose either of them to administer your benefits if you participate in the **CHCB**.

United Behavioral Health, Inc. (“United Behavioral Health”) administers the **MHSA**.

Express Scripts, Inc. (“Express Scripts”), formerly Medco Health Solutions, Inc., administers the **MPSB**. Medco Health Solutions, Inc. merged with Express Scripts as of April 2, 2012.

Contact information for each of these companies is provided on page 8.

**You will notice that some of the terms used in your booklet are in bold print. These terms have a special meaning under the Plan that are set forth in the “Definitions” section of this booklet.**

\* \* \* \*

**NOTICE TO ALL ELIGIBLE EMPLOYEES AND THEIR ELIGIBLE DEPENDENTS:**

IF A MEMBER OR HEALTH CARE PROVIDER RECEIVES A PAYMENT FROM THE PLAN BASED ON FRAUD OR INTENTIONAL MISSTATEMENT, THE PLAN HAS THE RIGHT TO APPLY PROCEDURES AS DESIGNED BY THE COMPANIES ADMINISTERING BENEFITS UNDER THE PLAN TO ADDRESS INSTANCES OF FRAUD OR INTENTIONAL MISSTATEMENT. AS PART OF THESE PROCEDURES, IF A COMPANY ADMINISTERING BENEFITS UNDER THE PLAN DECIDES TO SEEK RECOUPMENT OF A BENEFIT PAYMENT MADE BASED ON A MEMBER'S FRAUD OR INTENTIONAL MISSTATEMENT, THE AFFECTED MEMBER WILL RECEIVE ADVANCE NOTICE OF AT LEAST THIRTY (30) DAYS. THE AFFECTED MEMBER HAS A RIGHT TO SEEK A REVIEW OF A RECOUPMENT DETERMINATION IN ACCORDANCE WITH THE APPEAL PROCEDURES ESTABLISHED BY THE RELEVANT COMPANY ADMINISTERING BENEFITS UNDER THE PLAN AND ANY APPEAL RIGHTS AS MAY BE SET FORTH UNDER ERISA.

\* \* \* \*

At the present time, in the absence of contrary federal regulations or definitive guidance, the **CHCB** and the **MHSA** continue to be grandfathered under the **Affordable Care Act**. As permitted by the **Affordable Care Act**, a grandfathered benefit package can preserve certain basic health coverage that was already in effect when that law was enacted. A grandfathered benefit package may not include certain consumer protections of the **Affordable Care Act** that would otherwise apply; for example, the requirement for the provision of preventive health services without any cost sharing. However, a grandfathered benefit package must comply with certain other consumer protections in the **Affordable Care Act**, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered benefit package and what might cause a benefit package to change from grandfathered status can be directed to the company administering your benefits by calling the appropriate Member Services phone number listed on page 8.

You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). This website has a table summarizing which protections do and do not apply to grandfathered health plans.

Regardless of their status under the **Affordable Care Act's** grandfather rules, effective January 1, 2013, the **CHCB** and **MHSA** will include such provisions as would be required for non-grandfathered benefit packages and will be administered as if they were non-grandfathered.

**IMPORTANT:** Changes to the Plan benefits and provisions that have been made to comply with the **Affordable Care Act** or regulations promulgated under it, or to reflect treatment of the **CHCB** and **MHSA** as if they were non-grandfathered, will remain in effect only so long as necessary to continue such compliance or, in the case of the **CHCB** and **MHSA**, to adhere to legal requirements that apply to non-grandfathered packages. If any mandate or requirement addressed by a change in Plan benefits or provisions made to comply with or reflect it is hereafter reversed, repealed or modified by regulatory agency action, judicial decision or legislation, the Plan will be amended to incorporate terms and conditions that give full effect to the reversal, repeal or modification. Such amendment will automatically become effective on the first day of the calendar quarter that begins after the effective date of the reversal, repeal or modification, or the first day of the second month that begins after the effective date of the reversal, repeal or modification, whichever is later.

\* \* \* \*

The Plan is intended to comply with the Health Insurance Portability and Accountability Act (HIPAA) privacy and security provisions. The Plan has a policy and procedures in place that comply with these provisions. You will receive a Notice of Privacy Practices from the Plan in accordance with the requirements of HIPAA. You will be notified of the availability of the Notice and how to get a copy every three years. If you need more information about your privacy and security rights or if you lose your copy of your Notice and would like another copy, please contact Railroad Enrollment Services at the phone number listed on page 8. An electronic version of the Notice is also available at [www.yourtracktohealth.com](http://www.yourtracktohealth.com).

## II IMPORTANT CONTACT INFORMATION

Important toll-free phone numbers and website information is provided below.

### **Aetna**

Member Services:	1-888-332-8742	8am-6pm	<a href="http://www.aetna.com">www.aetna.com</a>
Care Coordination & Medical Management:	1-800-821-5615	8am-6pm	<a href="http://www.aetna.com">www.aetna.com</a>
Disease Management Services:	1-866-269-4500	8am-9pm	<a href="http://www.aetna.com">www.aetna.com</a>
Nurses/Counselors:	1-800-556-1555	24 hours	<a href="http://www.aetna.com">www.aetna.com</a>
Wellness Programs:	1-866-213-0153	8am-6pm	<a href="http://www.aetna.com">www.aetna.com</a>

### **Express Scripts**

Member Services:	1-800-842-0070	24 hours	<a href="http://www.express-scripts.com">www.express-scripts.com</a>
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### **Highmark BCBS**

Member Services:	1-866-267-3320	8am-8pm	<a href="http://www.highmarkbcbs.com">www.highmarkbcbs.com</a>
Care Coordination & Medical Management:	1-866-267-3320	8am-8pm	<a href="http://www.highmarkbcbs.com">www.highmarkbcbs.com</a>
Disease Management Services:	1-866-267-3320	8am-8pm	<a href="http://www.highmarkbcbs.com">www.highmarkbcbs.com</a>
Nurses/Counselors:	1-888-258-3428	24 hours	<a href="http://www.highmarkbcbs.com">www.highmarkbcbs.com</a>
Wellness Programs:	1-800-650-8442	9am-9pm	<a href="http://www.highmarkbcbs.com">www.highmarkbcbs.com</a>

### **United Behavioral Health**

Member Services:	1-866-850-6212	24 hours	<a href="http://www.liveandworkwell.com">www.liveandworkwell.com</a>
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### **UnitedHealthcare**

Member Services:	1-888-445-4379	8am-8pm	<a href="http://www.myuhc.com">www.myuhc.com</a>
Care Coordination & Medical Management:	1-800-842-4555	8am-7pm	<a href="http://www.myuhc.com">www.myuhc.com</a>
Disease Management Services:	1-866-735-5685	8am-7pm	<a href="http://www.myuhc.com">www.myuhc.com</a>
Nurses/Counselors:	1-866-735-5685	24 hours	<a href="http://www.myuhc.com">www.myuhc.com</a>
Wellness Programs:	1-866-735-5685	8am-7pm	<a href="http://www.myuhc.com">www.myuhc.com</a>

### **Railroad Enrollment**

<b>Services</b>	1-800-753-2692		<a href="http://www.yourtracktohealth.com">www.yourtracktohealth.com</a>
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\* Note that all times are based on Eastern Time and are Monday through Friday, except for State and Federal holidays. If you call



outside a company's hours of operation, you may leave a message with your telephone number, and your call will be returned within one working day.

### III HIGHLIGHTS

Here is a brief outline of the health care benefits for U.S. residents provided by the Plan. A more elaborate description of the benefits, including limitations, exclusions and other details, appears in the body of this booklet. The information in this section is effective January 1, 2014.

#### Managed Medical Care Program (MMCP)

	In-Network Services	Out-of- Network Services
Deductible per Calendar Year*		
Individual	\$200	\$300
Family	\$400	\$900
Out-of-Pocket Maximum per Calendar Year*		
Individual	\$1,000	\$2,000
Family	\$2,000	\$4,000

The following fixed-dollar co-payments apply to office or emergency room visits as noted below. If one of these fixed-dollar co-payments applies, the remainder of the cost of the visit is not subject to coinsurance or the **MMCP** deductibles. However, medical diagnostic services and other medical services performed during the office visit will be subject to coinsurance and the MMCP deductibles, except where these services are **ACA Preventive Health Services**.

Office Visit Fixed-dollar Co-payment for Providers in General Practice, Pediatrics, Obstetrics/Gynecology, Family Practice, Internal Medicine, Nurse Practitioners, Physician Assistants, Physical Therapists, and Chiropractors	\$20	N/A
Office Visit Fixed-dollar Co-payment for Providers in General Practice, Pediatrics, Obstetrics/Gynecology, Family Practice, Internal Medicine, Nurse Practitioners, Physician Assistants, Physical Therapists, and Chiropractors if the Office is in a <b>Convenient Care Clinic</b>	\$10	N/A
Office Visit Fixed-dollar Co-payment for all Other Providers	\$35	N/A
Urgent Care Center Fixed-dollar Co-payment	\$20	N/A
Emergency Room Fixed-dollar Co-payment	\$75**	\$75**
<b>Eligible Expenses</b> Payable After Deductible is Satisfied	95%	75%***
<b>Eligible Expenses</b> Payable After Out-of-Pocket Maximum Is Reached	100%	100%***

*\*Please see pages 65 through 69 to determine how the deductibles and out-of-pocket maximums interact within the MMCP, and among the MMCP, the CHCB, and the MHSA.*

*\*\* This charge may exceed \$75 if the care you receive does not meet the Plan definition of an **Emergency**. However, this charge will not apply if the **Emergency** visit results in admission to the hospital. See pages 69 through 70.*

*\*\*\* The percentage of **Eligible Expenses** payable may be reduced if applicable care coordination/medical management procedures are not followed. See page 79.*

*See pages 122 through 125 for special rules applicable to routine physical exams.*

To the extent required by applicable law, the **MMCP** deductibles, fixed-dollar co-payments and coinsurance described above will not apply to **ACA Preventive Health Services** obtained from an **In-Network Provider**.

## Comprehensive Health Care Benefit (CHCB)

The **CHCB** is available only in areas where **MMCP** coverage is not mandatory.

### Deductible per Calendar Year\*

Individual	\$200
Family	\$400

### Out-of-Pocket Maximum per Calendar Year\*

Individual	\$2,000
Family	\$4,000

**Eligible Expenses** Payable After Deductible is Satisfied 85%\* \*

**Eligible Expenses** Payable After Out-of-Pocket Maximum is Reached 100%\* \*

\* Please see pages 84 through 87 to determine how the deductibles and out-of-pocket maximums interact within the **CHCB**, and among the **CHCB**, the **MMCP**, and the **MHSA**.

\* \* The percentage of **Eligible Expenses** payable may be reduced if applicable care coordination/medical management procedures are not followed. See pages 88 through 89.

See pages 122 through 125 for special rules applicable to routine physical exams.

To the extent required by applicable law, the **CHCB** deductibles and coinsurance described above will not apply to **ACA Preventive Health Services**.

## Mental Health and Substance Abuse Care Benefit (MHSA)

### In-Network Services (if you participate in the MMCP)

#### Inpatient Benefits

<b>Eligible Expenses</b> Payable	100%
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#### Outpatient Benefits

Office Visit Fixed-dollar Co-payment	\$15
--------------------------------------	------

<b>Eligible Expenses</b> Payable After Fixed-dollar Co-payment	100%
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### In-Network Services (if you participate in the CHCB)

#### Inpatient Benefits

<b>Eligible Expenses</b> Payable	100%
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#### Outpatient Benefits

Office Visit Fixed-dollar Co-payment (prior to December 31, 2014)	\$15
---	------

Office Visit Fixed-dollar Co-payment (on and after January 1, 2015)	\$0
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<b>Eligible Expenses</b> Payable After Fixed-dollar Co-payment	100%
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### Out-of-Network Services

Deductible per Calendar Year*	
Individual	\$100

Family	\$300
Out-of-Pocket Maximum per Calendar Year*	
Individual	\$1,500
Family	\$3,000
<b>Eligible Expenses</b> Payable After Deductible is Satisfied	85% **
<b>Eligible Expenses</b> Payable After Out- of-Pocket Maximum is Reached	100% **

*\* Please see pages 97 through 99 to determine how the deductibles and out-of-pocket maximums interact within the **MHSA**, and among the **MHSA**, the **CHCB**, and the **MMCP**.*

*\*\* The percentage of the **Eligible Expenses** payable may be reduced if you do not provide the required **Notification** for certain **Out-of-Network Services**. See pages 102 through 106.*

To the extent required by applicable law, the **MHSA** fixed-dollar co-payments described above will not apply to **ACA Preventive Health Services** obtained from an **In-Network Provider**.

## Managed Pharmacy Services Benefit (MPSB)

### PRESCRIPTION DRUG CARD PROGRAM

(supply of 21 days or less)

#### In-Network Pharmacy

Co-payment per **Generic Drug** Prescription \$5

Co-payment per **Brand Name Drug** Prescription for **Formulary Drugs** Ordered by Your **Physician** To Be “Dispensed As Written” or Where There Is No Equivalent **Generic Drug** \$25

Co-payment per **Brand Name Drug** Prescription for **Non-Formulary Drugs** Ordered by Your **Physician** To Be “Dispensed As Written” or Where There Is No Equivalent **Generic Drug** \$45

Co-payment per **Brand Name Drug** Prescription for **Formulary Drug** Where There Is a **Generic Drug** Equivalent and **Brand Name Drug** Was Not Ordered by Your **Physician** To Be “Dispensed As Written” \$25 plus the difference in cost between the equivalent **Generic Drug** and the **Brand Name Drug** dispensed



Co-payment per **Brand Name Drug** Prescription for **Non-Formulary Drug** Where There Is a **Generic Drug** Equivalent and **Brand Name Drug** Was Not Ordered by Your **Physician** To Be “Dispensed As Written”

\$45 plus the difference in cost between the equivalent **Generic Drug** and the **Brand Name Drug** dispensed

**Eligible Expenses** Payable After Co-payment is Satisfied 100%

**Out-of-Network Pharmacy**

**Eligible Expenses** Payable 75%

***NOTE: If you attempt to obtain a supply of Prescription Drugs for a period in excess of 21 days at an In-Network or Out-of-Network Pharmacy, you will receive benefits only for a 21-day supply under the Plan.***

**MAIL ORDER PRESCRIPTION DRUG PROGRAM**

(supply of 22 to 90 days)

Co-payment per Prescription (**Generic Drug**) \$5\*

Co-payment per Prescription (**Brand Name Drug** that is a **Formulary Drug**) \$50

Co-payment per Prescription (**Brand Name Drug** that is a **Non-Formulary Drug**) \$90

**Eligible Expenses** Payable After  
Co-payment is Satisfied 100%

*\* **Generic Drugs**, if available, will be dispensed unless the written prescription requires otherwise.*

The **MPSB** co-payments described above will not apply to medicines and drugs that qualify as **ACA Preventive Health Services** obtained from an **In-Network Pharmacy** or through the Mail Order Prescription Drug Program.

## **Employee Contributions**

Employees are required to make monthly contributions to the Plan, except for those who “opt out” as described under the heading, “Opting Out of Plan Coverage” on page 20 and on pages 156 through 161. Your contribution will be deducted from your wages by your employer and will be made on a pre-tax basis. The amount deducted will not be counted as part of your wages for federal tax purposes. The amount of the contribution is determined by a formula set forth in collective bargaining agreements between your employer and the UTU.

## **Opting Out of Plan Coverage**

If you certify that you have medical, mental health/substance abuse and prescription drug coverage for yourself and your dependents under another group health plan or health insurance policy, you may “opt out” of the Plan’s other than on-duty employee health care benefits and its dependent health care benefits. By opting out, you will be giving up this Plan coverage for yourself and your dependents.

If you opt out, the monthly employee contribution to the Plan described under the heading “Employee Contributions” on page 19 will not be deducted from your wages. In addition, and subject to some exceptions, you will receive a monthly bonus of \$100 in most months.

Even if you opt out, you will be covered under the Plan for employee health benefits for on-duty injuries and for life and accidental death and dismemberment insurance.

A more elaborate summary of the opt-out opportunity, including a description of the exceptions to receiving the monthly bonus, is set forth under the heading “Opting Out of Plan Coverage” on pages 156 through 161 of this booklet.

# IV ELIGIBILITY AND COVERAGE

## Who Is Eligible For Coverage

### Eligible Employees

You are an **Eligible Employee** and therefore eligible for coverage under this Plan if you are a U.S. resident, you are employed by a participating employer who has reached an agreement to provide the Plan Benefits and related matters described in this booklet, you work under a collective bargaining agreement with either the UTU or the BLET, and you satisfy one of the following four conditions:

- UnitedHealthcare has been advised prior to the last Friday in August of the prior calendar year that, during the twelve-month period ending June 30 of such prior calendar year, your earnings from train service exceeded 50% of your total train and engine service earnings (although if you are already enrolled in The Railroad Employees National Health and Welfare Plan, you may elect to remain in that plan even if you become eligible for coverage under this Plan as a result of the predominance of your earnings, subject to renewal of applicable agreements concerning this issue);

or

- UnitedHealthcare's records indicate that, as of the last Friday in August of the prior calendar year, you had last worked under a collective bargaining agreement with the UTU, but this provision applies only if, before the last Friday in August of the prior calendar year, UnitedHealthcare had not received advice with respect

to your earnings in train and engine service during the twelve-month period ending June 30 of the prior calendar year;

or

- You were hired after the last Friday in August of the prior calendar year under a UTU agreement and did not first work under a collective bargaining agreement with the BLET;

or

- If you don't come within any of the groups described above and, after the last Friday in August of the prior calendar year, you moved to a position covered by a UTU agreement and as of the date of the move you had not last worked under a BLET agreement.

***Eligible Employees** of hospital association railroads, who must look to their hospital association for their health care benefits, have limited Employee Health Care Benefits under the Plan (see pages 46, 49 through 50 and page 57 for details).*

A person who is a living donor of an organ or tissue to a **Covered Family Member** will be considered a **Covered Family Member** for purposes of the Plan's health care benefits, but such benefits will be paid to that person only for **Eligible Expenses** in connection with the donation of an organ or tissue to a **Covered Family Member** under the **CHCB** or **MMCP**, whichever the **Covered Family Member** receiving the organ or tissue is enrolled.

## **Eligible Dependents**

Your **Eligible Dependents** are:

- Your spouse.

- Your children (as defined below), other than your stepchildren, until the end of the month in which they reach age 26.
- Your stepchildren until the date on which they reach age 26.
- Your grandchildren (as defined below) under age 19.
- Your unmarried grandchildren (as defined below) between 19 and 25 who are registered students in regular full-time attendance at school.
- Your unmarried children (as defined below) age 26 or over who:
  - have a permanent physical or mental condition that began prior to age 19, and
  - are unable to engage in any regular employment, and
  - are dependent for care and support mainly upon you and wholly, in the aggregate, upon you, your spouse, and governmental disability benefits and the like, and
  - have their legal residence with you.
- Your unmarried grandchildren (as defined below) age 19 or over who:
  - have a permanent physical or mental condition that began prior to age 19, and
  - are unable to engage in any regular employment.

For purposes of this section “Who is Eligible for Coverage”:

- Your “children” are defined to mean your natural children, stepchildren and adopted children, including any child who is placed with you for adoption or who is an “Alternate Recipient” under a **Qualified Medical Child Support Order**.
- Your “grandchildren” are defined to mean your natural grandchildren or adopted grandchildren, provided they have their legal residence with you and are dependent for care and support mainly upon you and wholly, in the aggregate, upon themselves, you, your spouse, scholarships and the like, and governmental disability benefits and the like.
- “Grandchildren” does not include your step-grandchildren and, as a result, step-grandchildren are not eligible for coverage under the Plan.
- Same-sex spouses will be **Eligible Dependents** so long as the spouse and the **Eligible Employee** were legally married in a state or foreign country that recognizes same-sex marriage, regardless of whether the state in which the couple currently resides recognizes the marriage.



## When Coverage Starts

If you are an **Eligible Employee**, you become covered under this Plan on the first day of the calendar month following the month in which you first render the **Requisite Amount of Compensated Service** under a collective bargaining agreement with the UTU or the BLET. Your **Eligible Dependents** become covered on the same day you become covered.

You and your **Eligible Dependents** continue to be covered during the month following each month in which you render or receive, in the aggregate, the **Requisite Amount of Compensated Service** or the **Requisite Amount of Vacation Pay** under a collective bargaining agreement with the UTU or the BLET, except that you will not be covered for any health care benefits, other than those provided for on-duty injuries, and your **Eligible Dependents** will not be covered at all, during any month with respect to which you have opted out of Plan coverage. (The opt-out opportunity, including a description of the special rules that may apply if your spouse is also a railroad employee, is described on pages 156 through 161 of this booklet.)

If you were an **Eligible Employee** but your employment relationship with a participating employer ends and you then return to work with the same or a different participating employer, you will once again become an **Eligible Employee**, and you and your **Eligible Dependents** will become covered under the Plan on the first day of the first calendar month after the month in which you first render the **Requisite Amount of Compensated Service** under a collective bargaining agreement with the UTU or the BLET.

## When Coverage Stops

Coverage for all health care benefits stops when:

- you first become covered under **Another Railroad Health and Welfare Plan**;
- your employer or the UTU stops participating in the Plan; or
- the class of employees you belong to stops being included under the Plan.

In addition, except as provided in the section “Continuation of Coverage After You Last Rendered Compensated Service,” beginning on page 28, coverage for all health care benefits for you and your **Eligible Dependents** stops on the earlier of the following:

- the last day of the month following the month you last rendered or received, in the aggregate, the **Requisite Amount of Compensated Service** or the **Requisite Amount of Vacation Pay** under a collective bargaining agreement with the UTU or the BLET; or
- the date your employment relationship ends for reasons other than retirement, such as resignation.

Coverage for an individual dependent stops sooner upon the occurrence of one of the following events:

- a dependent child becomes covered as an **Eligible Employee** under this Plan, unless the dependent child affirmatively elects to be covered as an **Eligible Dependent** under this Plan or The Railroad Employees National Health and Welfare Plan instead of an **Eligible Employee** under this Plan;

- a dependent grandchild becomes covered as an **Eligible Employee** under this Plan; or
- a dependent stops being an **Eligible Dependent**.

The following provision applies only to a medically necessary leave of absence or other change in student status that began on or after January 1, 2010.

- If your unmarried grandchild between 19 and 25 who was covered based on the grandchild's status as a registered student in regular full-time attendance at a postsecondary educational institution, ceases to qualify as an eligible full-time student immediately before and solely because he or she takes a medically necessary leave of absence from school (or experiences any other medically necessary change in student status, such as a reduction to part-time status), that grandchild will still be treated as an eligible full-time student for purposes of dependent coverage until the earlier of:
  - one year from the date the medically necessary leave of absence (or other change in student status) begins, or
  - the date that coverage would otherwise terminate under the Plan for reasons other than the medically necessary leave of absence (or other change in student status).
- To qualify for this extension of coverage, you must provide a written certification from a treating **Physician** that the grandchild's change in student status is the result of a serious illness or injury and that the leave of absence or other change in student status is medically necessary.

## **Continuation Of Coverage After You Last Rendered Compensated Service**

### **Furloughed Employees**

If you are furloughed after you became an **Eligible Employee** AND you have rendered compensated service for three months, you will be covered for Employee and Dependents Health Care Benefits during your furlough until the end of the fourth month following the month in which you last rendered compensated service.

If you received **Vacation Pay** before the date on which you are furloughed, but in a month subsequent to the month in which you last rendered compensated service, the continued coverage described above will be measured from the month in which you received that **Vacation Pay**.

If you return to work as an **Eligible Employee** before your coverage ends, you will continue to be covered during the month in which you again render compensated service.

If you return to work as an **Eligible Employee** after your coverage ends, you will not be covered again until the month following the month in which you next render the **Requisite Amount of Compensated Service**.

If you become disabled before your coverage ends, you should refer to the section below for Disabled Employees on page 30.

### **Suspended or Dismissed Employees**

If you are suspended or dismissed after you became an **Eligible Employee**, and

- you have had an employment relationship with your employer for at least six months, and

- you have rendered compensated service for three months as an **Eligible Employee**,

you will be covered for Employee and Dependents Health Care Benefits during your suspension or after your dismissal until the end of the fourth month following the month in which you last rendered compensated service or, if you are a Suspended Employee, the month in which you last received **Vacation Pay**, if later.

If you received **Vacation Pay** before the date on which you are dismissed, but in a month subsequent to the month in which you last rendered compensated service, the continued coverage described above will be measured from the month in which you received that **Vacation Pay**.

If you return to work as an **Eligible Employee** before your coverage ends, you will continue to be covered during the month in which you again render compensated service.

If you return to work as an **Eligible Employee** after your coverage ends, you will not be covered again until the month following the month in which you next render the **Requisite Amount of Compensated Service**.

If you are awarded full back pay for all time lost as a result of your suspension or dismissal, your coverage will be provided as if you had not been suspended or dismissed in the first place.

If you become disabled before your coverage ends, you will be covered for benefits as described in the section below for Disabled Employees on page 30.

## **Pregnant Employees**

If you cease to render compensated service as a result of your pregnancy, you will be covered for Employee and Dependents

Health Care Benefits until the end of the fifth month following the month in which you last rendered compensated service.

If you return to work as an **Eligible Employee** before your coverage ends, you will continue to be covered during the month in which you again render compensated service.

If you return to work as an **Eligible Employee** after your coverage ends, you will not be covered again until the month following the month in which you again render the **Requisite Amount of Compensated Service**.

## **Disabled Employees**

If you cease to render compensated service solely as a result of disability, including disability due to your pregnancy, or if you become disabled by reason of pregnancy or otherwise before your coverage as a Furloughed, Suspended or Dismissed Employee ends, and provided in any case that you remain continuously disabled, you will be covered for Employee Health Care Benefits until the end of the second calendar year next following the year in which you last rendered compensated service and for Dependents Health Care Benefits until the end of the calendar year next following the year in which you last rendered compensated service.

If you received **Vacation Pay** before the date on which you relinquished your employment rights for any reason, but in a year subsequent to the year in which you last rendered compensated service, the continued coverage described above will be measured from the year in which you received that **Vacation Pay**.

If your disability ends before the end of the second calendar year next following the year in which you last rendered compensated service, your coverage will end at the same time your disability ends, unless you then return to work and render compensated service, in which event your coverage by reason

of disability will continue until the end of the month in which your disability ends.

You may be required to submit proof of your disability to the company that administers your benefits. Failure to provide this proof of disability, when requested, will cause your coverage for Employee and Dependents Health Care Benefits to end. In that event, the company that administers your benefits will determine the date that coverage terminated based on the most current disability information available.

### **Retired Employees**

If you retire, you will be covered for Employee and Dependents Health Care Benefits during the month following the month in which you last rendered compensated service.

If you received **Vacation Pay** before the date on which you relinquished your employment rights to retire, but in a month subsequent to the month in which you last rendered compensated service, the continued coverage described above will be measured from the month in which you received that **Vacation Pay**.

**Retired Employees** may be eligible for benefits under The Railroad Employees National Early Retirement Major Medical Benefit Plan. See page 247.

### **Deceased Employees**

If you die while covered for Dependents Health Care Benefits, benefits will continue until the end of the fourth month following the month in which you die.

## **Employees Under Compensation Maintenance Agreements, etc.**

All coverage will continue for as long as your employer is obligated to provide continued coverage of the kind provided under the Plan because of an agreement, statute, or order of a regulatory authority, but only if your employer makes a payment for you as if you had rendered the **Requisite Amount of Compensated Service** and you have not relinquished your employment rights.

## **Employees Opting Out of Plan Coverage**

If you have opted out of Plan coverage with respect to any month in which coverage would otherwise be continued as described above because of furlough, suspension or dismissal, pregnancy, disability, retirement, death or compensation maintenance agreements, etc., Employee on-duty Health Care Benefits will continue to be provided and you will continue to be covered for life and accidental death and dismemberment insurance. No other benefits under this Plan, except as described above, will continue, including Dependents Health Care Benefits.

## **Returning Veterans**

If you had been an **Eligible Employee** and if you return to work for the same employer after completion of service in the armed forces of the United States, your coverage will begin on the day you first render compensated service upon your return.



## **Employees Taking Family or Medical Leave Pursuant to the Family and Medical Leave Act of 1993**

Taking authorized leave under the federal Family and Medical Leave Act (“FMLA”) can impact two areas – coverage and contributions. The following rules apply if you take authorized leave under FMLA:

- For purposes of determining coverage for Employee and Dependents Health Care Benefits during a calendar month, and whether employee contributions are due, a day of authorized FMLA leave will be treated as a day of compensated service, unless in the following month the **Eligible Employee** would be entitled to continued coverage under the Plan because of one of the reasons described under the heading “Continuation of Coverage After You Last Rendered Compensated Service,” beginning on page 28.
- A day of FMLA leave will not be treated as a day of compensated service for purposes of measuring any continued coverage described under the heading “Continuation of Coverage After You Last Rendered Compensated Service,” beginning on page 28.
- A day of authorized FMLA leave will not be treated as a day of compensated service for any reason if immediately prior to the beginning of authorized FMLA leave, you are not covered for other than Employee on-duty Health Care Benefits or your dependents are not covered for any Dependents Health Care Benefits under the Plan.

If you do not return to compensated service at the end of any period of family or medical leave, you may be responsible for reimbursing your employer for its cost of continuing, during the period of leave, any health care benefits under the Plan that

were in fact continued for you or your dependents during your leave.

Contact your employer for more information about family or medical leave under the federal statute.

*Please note that your coverage ends immediately upon termination of your employment relationship with a participating employer, unless that termination occurs by reason of retirement, dismissal, or death.*

**Summary of Continuation of Coverage If You Cease to Render Compensated Service (Other Than Continuation Under COBRA or the Family and Medical Leave Act) and Have Not Opted Out**

Reason for Ceasing to Render Compensated Service	The Date Coverage Terminates (See Note 1)
Furlough, Suspension or Dismissal	End of fourth month following the month in which you last rendered compensated service or received <b>Vacation Pay</b> . (See Note 2)
Leave of Absence	End of month following the month in which you last rendered or received, in the aggregate, the <b>Requisite Amount of Compensated Service</b> or the <b>Requisite Amount of Vacation Pay</b> .
Employment Relationship Terminates other than for Retirement or by Dismissal	Date of termination of employment relationship. (See Note 3)
Employment Relationship Terminates for Retirement	End of month following the month in which you last rendered compensated service or received <b>Vacation Pay</b> . (See Note 4)
Disability - Inability to Perform Work in your Regular Occupation	Earlier of date your disability ends or end of second calendar year following the year in which you last rendered compensated service or received <b>Vacation Pay</b> for Employee Health Care Benefits (end of first calendar year for Dependents Health Care Benefits).
Pregnancy	End of fifth month following the month in which you last rendered compensated service.

See **Notes** on the next page.

**Notes:**

1. For complete information concerning termination of coverage, including modifications of the provisions outlined above, see the section of this booklet entitled "Eligibility and Coverage" beginning on page 21. Under certain circumstances and provided the Plan is continued, benefits may be payable after coverage terminates. Information in this regard is also contained in the "Eligibility for Benefits" section on pages 46 through 51.
2. For a Furloughed Employee, **Vacation Pay** must be received prior to furlough. For a Dismissed Employee, **Vacation Pay** must be received prior to severance of the employment relationship.
3. In the event an **Eligible Employee** dies while covered, coverage for Dependents Health Care Benefits continues to the end of the fourth month following the month in which the **Eligible Employee** died.
4. For a **Retired Employee**, **Vacation Pay** must be received prior to the relinquishment of employment rights.

See page 247 for information as to other coverage available upon termination of your coverage under this Plan.

## **Optional Continuation Coverage Under COBRA**

This part of your booklet contains important information about your right to **COBRA** continuation coverage, which is a temporary extension of coverage under the Plan. **The material in this section generally explains COBRA continuation 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 right to **COBRA** continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (**COBRA**). **COBRA** continuation coverage can become available to you when you would otherwise lose your Plan coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their Plan coverage. What follows is only a summary of your **COBRA** continuation coverage rights. For additional information about your rights and obligations under the Plan and under federal law, contact Railroad Enrollment Services toll free at the phone number listed on page 8.

### **What is COBRA Continuation Coverage?**

**COBRA** continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a “qualifying event.” Specific qualifying events are listed below. After a qualifying event, **COBRA** continuation coverage must be offered to each person who is a “qualified beneficiary.” You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect **COBRA** continuation coverage must pay for **COBRA** continuation coverage.

If you are an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;

- The parent-employee becomes entitled to **Medicare** benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a “dependent child.”

### **When is COBRA Coverage Available?**

The Plan will offer **COBRA** continuation coverage to qualified beneficiaries only after Railroad Enrollment Services has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee’s becoming entitled to **Medicare** benefits (under Part A, Part B, or both), the employer must notify Railroad Enrollment Services of the qualifying event.

### **You Must Give Notice of Some Qualifying Events**

**For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child’s losing eligibility for coverage as a dependent child), you must notify Railroad Enrollment Services within 60 days after the qualifying event occurs.** The notice must be in writing and must be sent to:

Railroad Enrollment Services  
Railroad Administration (COBRA)  
P.O. Box 30791  
Salt Lake City, UT 84130-0791

## How is COBRA Coverage Provided?

Once Railroad Enrollment Services receives notice that a qualifying event has occurred, **COBRA** continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect **COBRA** continuation coverage. Covered employees may elect **COBRA** continuation coverage on behalf of their spouses, and parents may elect **COBRA** continuation coverage on behalf of their children.

**COBRA** continuation coverage is a temporary continuation of the coverage you lost as a result of the qualifying event. When the qualifying event is the death of the employee, the employee's becoming entitled to **Medicare** benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, **COBRA** continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of the employment or reduction of the employee's hours of employment, and the employee became entitled to **Medicare** benefits less than 18 months before the qualifying event, **COBRA** continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of **Medicare** entitlement. For example, if a covered employee becomes entitled to **Medicare** 8 months before the date on which his or her employment terminates, **COBRA** continuation coverage for the employee's spouse and children 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 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, **COBRA** continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of **COBRA** continuation coverage can be extended.



## **Disability Extension of 18-Month Period of Continuation Coverage**

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled, or has a total and permanent disability entitling him or her to an annuity under the Railroad Retirement Act, and you notify Railroad Enrollment Services of the determination within sixty (60) days from the date it was made, you and your entire family may be entitled to receive up to an additional 11 months of **COBRA** continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60<sup>th</sup> day of **COBRA** continuation coverage and must last at least until the end of the 18-month period of continuation coverage.

## **Second Qualifying Event Extension of 18-Month Period of Continuation Coverage**

If your family experiences another qualifying event while receiving 18 months of **COBRA** continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of **COBRA** continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to Railroad Enrollment Services. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to **Medicare** benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

## **If You Have Questions**

Questions about your Plan or your **COBRA** continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including **COBRA**, HIPAA, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.

## **Keep Your Plan Informed of Address Changes**

In order to protect your family's rights, you should keep Railroad Enrollment Services informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to Railroad Enrollment Services.

## **Optional Continuation Coverage Under USERRA**

This part of your booklet contains important information about the right to USERRA continuation coverage, which is a temporary extension of coverage under the Plan that is available to **Eligible Employees** who are unable to perform compensated service because they are serving in the military or other applicable uniformed services (National Guard duty under a federal statute or the commissioned corps of the Public Health Service). The right to continuation coverage was created by a federal law, the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). USERRA rights are similar but not identical to **COBRA** rights. Where **COBRA** provides greater benefits than USERRA, **COBRA** will govern; where USERRA provides greater benefits than **COBRA**,

USERRA will govern. **COBRA** rights and USERRA rights will run concurrently.

What follows is only a summary of your USERRA continuation coverage rights. For additional information about your rights and obligations under the Plan and under federal law, you should contact Railroad Enrollment Services toll free at the phone number listed on page 8.

If you cease to render compensated service as an **Eligible Employee** to perform service in the uniformed services, you and your **Eligible Dependents** can continue coverage for up to 24 months following the date you last rendered compensated service to your railroad employer prior to performing service in the uniformed services.

To continue coverage under USERRA, you must provide Railroad Enrollment Services with advance notice of your decision to continue coverage. To provide such notice, contact Railroad Enrollment Services at the phone number listed on page 8 and follow the procedures specified. You must also make timely payments to cover the cost of USERRA premiums for continuation coverage.

If you fail to provide advance notice to Railroad Enrollment Services of your decision to elect continued coverage or if you fail to make timely payments for continued coverage, you will lose your right to continue coverage pursuant to USERRA unless the requirement to provide advance notice of your election or make timely payments has been excused in accordance with USERRA because such notice was impossible, unreasonable or precluded by military necessity. If the requirement that you provide advance notice or make timely payments has been properly excused, your coverage will be reinstated retroactive to the date that your coverage was terminated upon your election to continue coverage and your remittance of all unpaid payments. Note: this exception *does*

*not apply* if you were able to give your employer timely notice of service in advance of your departure.

If you elect continuation coverage under USERRA, you may also elect that for your **Eligible Dependents**. If you do not elect continuation coverage under USERRA for yourself, your **Eligible Dependents** have no right to elect that coverage on their own (though your spouse and dependent children will retain whatever rights they may have to elect their own COBRA continuation coverage).

Your right to continued coverage under USERRA may end sooner than 24 months if you:

- Fail to return to your employment or apply for reemployment with your railroad employer upon completing service in the uniformed services within the time allotted by USERRA;
- Fail to make on time the required payments for USERRA coverage; or
- Lose your USERRA rights as a result of other than an honorable discharge or if you are dismissed or dropped from military rolls under conditions that result in a loss of reemployment rights under USERRA.

## **Other Continuation of Coverage Provisions**

Under certain circumstances, your coverage may be continued, often without cost to you, for all or part of the 18, 29 or 36 month continuation period (see “Continuation of Coverage After You Last Rendered Compensated Service,” beginning on page 28 of this booklet). Coverage can be continued under **COBRA** for the remainder of the 18, 29 or 36 month continuation period by making the required payments.

## **Contact Information**

Information about the Plan and **COBRA** or USERRA continuation coverage can be obtained on request by calling Railroad Enrollment Services toll free at the phone number listed on page 8 or by writing Railroad Enrollment Services, Railroad Administration (COBRA), P.O. Box 30791, Salt Lake City, UT 84130-0791.

## **Eligibility For Benefits**

### **Employees of Non-Hospital Association Railroads**

If you are an **Eligible Employee** employed in a position that does not call for your employee health care benefits to be provided by a hospital association, you and your **Eligible Dependents** are eligible for Employee and Dependents Health Care Benefits under the Plan.

### **Employees of Hospital Association Railroads**

If you are an **Eligible Employee** employed in a position that calls for your Employee Health Care Benefits to be provided by a hospital association, you are eligible only for Dependents Health Care Benefits under the Plan, except as described below.

You are eligible for Employee Health Care Benefits if you are Suspended or Dismissed. Coverage for Suspended Employees begins on the first day of the second calendar month after the date you last rendered any compensated service. Coverage for Dismissed Employees begins on the date of dismissal. In both cases, coverage ends on the last day of the fourth calendar month following the month in which you last rendered any compensated service or received **Vacation Pay**. In the case of Dismissed Employees, payment for vacation must be received prior to dismissal to be considered as **Vacation Pay**.

Your other health care benefits, including pregnancy benefits, will be provided by your hospital association under its eligibility rules, and not by this Plan.

### **Employees Who Have Opted Out of Plan Coverage**

If you have opted out of Plan coverage, you are eligible only for Employee on-duty Health Care Benefits.

## **Benefits While You are Covered by the Plan**

You are eligible for Employee and Dependents Health Care Benefits for **Eligible Expenses** incurred while you are covered by the Plan.

## **Benefits After Coverage Ends**

### **Employee Health Care Benefits**

After your coverage ends, Employee Health Care Benefits (for employees who have opted out, only Employee on-duty Health Care Benefits) will continue to be payable, but only for injuries that occurred and sicknesses (or pregnancies) that commenced before or while you were covered, and then only until the earliest of the following:

- For Injury or Sickness:
  - three months from the date your coverage ends, unless at the end of that three-month period you are under treatment by a **Physician** for a disability that was caused by an injury that occurred, or a sickness that commenced, before or while you were covered, and the disability prevents you from performing work in your last regular occupation and any other comparable occupation. *Under no circumstance are benefits payable after the end of this three-month period for any injury or sickness that does not cause your continuous disability or for any injury occurring or sickness commencing after your coverage ends.*
  - until you stop being so disabled.

- when you fail to render compensated service or receive **Vacation Pay** for two calendar years. Such **Vacation Pay**, however, must be received prior to your furlough or dismissal, or before you relinquish your employment rights in connection with your retirement. Moreover, such **Vacation Pay** must be received before:
  - you become covered under **Another Railroad Health and Welfare Plan**,
  - your employer or the UTU stops participation in the Plan, or
  - the class of employees to which you belong stops being included under the Plan.
  
- For Pregnancy:
  - If you are pregnant on the date your coverage ends, benefits will continue to be payable for **Eligible Expenses** related to that pregnancy.

### **Dependents Health Care Benefits**

If your **Eligible Dependent** is disabled on the date that dependent's coverage ends, Dependents Health Care Benefits will be payable while your **Eligible Dependent** continues to be disabled for **Eligible Expenses** incurred in the calendar year in which coverage stops and the next two succeeding calendar years, but only for the injury, sickness or pregnancy causing the continuous disability of your **Eligible Dependent** after coverage stops.

If you cease to render compensated service due to pregnancy and your child is born after your coverage ends, Dependents



Health Care Benefits will apply to the **Eligible Expenses** of your newborn child only during the first fourteen days of age.

Dependents Health Care Benefits for a pregnancy of a dependent spouse will be payable for **Eligible Expenses** incurred, if conception occurs before or while you are covered.

None of the three immediately preceding paragraphs applies to you if you have opted out of Plan coverage.

### **Dependent Spouses Covered as Employees Under a Hospital Association Plan**

Health care benefits under this Plan are limited with respect to spouses who are covered under this Plan as **Eligible Dependents** and who are also **Eligible Employees** under this Plan or The Railroad Employees National Health and Welfare Plan who must look to a hospital association for employee health care benefits, and who have not opted out of foreign-to-occupation health care coverage under this Plan and the hospital association plan. Dependents Health Care Benefits under this Plan will be payable for such a spouse only:

- for any covered injury or sickness if he or she is covered under this Plan as a Suspended or Dismissed Employee, and
- for any covered injury or sickness, if under this Plan the spouse's employee coverage is other than as a Suspended or Dismissed Employee, subject to the following conditions:
  - benefits under this Plan are payable only to the extent that they exceed the benefits under the hospital association plan; and if the hospital association plan benefits are decreased or eliminated, this determination will be made as if

no such decrease in or elimination of the hospital association plan benefits had been made;

- he or she is a member of the hospital association plan; and
- non-hospital association facilities or services are not used when it is possible to use hospital association facilities or services.

If a spouse who is an **Eligible Dependent** is also a retiree eligible for coverage under The Railroad Employees National Early Retirement Major Medical Benefit Plan, who must look to a hospital association for early retiree health care benefits, Dependents Health Care Benefits will be payable under this Plan only to the extent that the expenses for which such benefits are payable exceed the benefits under the hospital association plan.

The following conditions apply:

- the dependent spouse must be a member of the hospital association plan.
- non-hospital association facilities or services must not be used when it is possible to use hospital association facilities or services.
- if any hospital association plan benefits are decreased or eliminated, benefits under this Plan, if any, will be determined as if there had been no decrease in or elimination of benefits under the hospital association plan.

## **Dependents Covered Under Another Railroad Health and Welfare Plan**

If benefits are payable under **Another Railroad Health and Welfare Plan** for a person who is a dependent not only of an employee covered by that plan but also of an **Eligible Employee** covered by this Plan, and that dependent is covered under this Plan as an **Eligible Dependent**, Dependents Health Care Benefits will be payable under this Plan only:

- if the **Eligible Employee** covered under this Plan has a birthday earlier in the calendar year than the employee covered by the other plan(s), and
- in all other cases, only to the extent that payments under both plans do not exceed the benefits that would have been paid under this Plan alone.

## **Participation in the Managed Medical Care Program (MMCP)**

The **MMCP** is available throughout the United States. Participation in the **MMCP** is mandatory in certain geographic areas, called **Mandatory Network Areas**, and optional in other geographic areas, called **Non-Mandatory Network Areas**. If you reside in a **Mandatory Network Area**, you and your **Eligible Dependents** – or if you are an **Eligible Employee** of a hospital association railroad, only your **Eligible Dependents** – must participate in the **MMCP**. You will not have the choice of participating in the **CHCB**.

If you live in a **Mandatory Network Area** where the Plan has selected UnitedHealthcare but not Aetna as a managed care vendor, you may choose the **MMCP** administered by UnitedHealthcare or the **MMCP** administered by Highmark BCBS. If you live in a **Mandatory Network Area** where the Plan has selected Aetna but not UnitedHealthcare as a

managed care vendor, you may choose the **MMCP** administered by Aetna or the **MMCP** administered by Highmark BCBS. If you fail to make a choice, you will be enrolled in the **MMCP** administered by the company that administered your benefits at the time you failed to make this choice.

If you reside in a **Non-Mandatory Network Area**, you and your **Eligible Dependents** – or if you are an **Eligible Employee** of a hospital association railroad, only your **Eligible Dependents** – may participate in the **CHCB** instead of the **MMCP**. If you reside in a **Non-Mandatory Network Area** and you choose to participate in the **MMCP**, you may choose the **MMCP** administered by any of the companies that have a point-of-service medical care network (UnitedHealthcare or Aetna) or preferred provider medical care network (Highmark BCBS) in your area at any time during the calendar year; however, you may not change back to the **CHCB** until the next open enrollment period with your choice being effective the next January 1. You must call Railroad Enrollment Services at the phone number listed on page 8 to begin the special enrollment process.

If you are enrolled in the **MMCP**, you may obtain In-Network level of benefits from any **In-Network Provider** affiliated with the managed care vendor you have selected, even if that Provider is in a different network area. Please bear in mind that if you are enrolled in the **MMCP**, you may obtain the In-Network level of benefits only from **In-Network Providers**, unless you have an **Out-of-Network Authorization**. **Covered Health Services** you receive from any provider who is not an **In-Network Provider**, are covered at the **Out-of-Network Services** benefits level, unless you have an **Out-of-Network Authorization**. This holds true whether you reside in a network area or not.

**In-Network Providers** for UnitedHealthcare can be found at [www.myuhc.com](http://www.myuhc.com) (select the “Choice Plus” option) and for Aetna at [www.aetna.com](http://www.aetna.com) (select the “Choice POS II” option).

If you are enrolled in the **MMCP** administered by Highmark BCBS, you can identify **In-Network Providers** at [www.highmarkbcbs.com](http://www.highmarkbcbs.com) by following the prompts for the PPO plan. (Note: If you are a Wyoming resident, you should follow the prompts for the “Traditional” product type.) You can also call Highmark BCBS’s Member Services at the phone number listed on page 8, and speak with a member service representative.

For purposes of the following eligibility rules, your residence is determined by the latest information provided to the Plan by your employer. It is thus very important that you promptly notify your employer of any residence change.

### **Existing Employees**

Each **Eligible Employee** living in a **Mandatory Network Area** must be enrolled in the **MMCP** along with his/her **Eligible Dependents**. Similarly, each **Eligible Employee** living in a **Non-Mandatory Network Area** will automatically be enrolled in the **MMCP**, along with his/her **Eligible Dependents**, only if and when the Plan designates the area where he or she lives as a **Mandatory Network Area**. See the second paragraph under the heading “Participation in the Managed Medical Care Program (MMCP)” on pages 51 through 52 for rules regarding which benefit administrator’s **MMCP** you will be enrolled in if this situation should occur.

### **Newly Hired Employees**

Each newly hired **Eligible Employee** who, at the time he or she first renders the **Requisite Amount of Compensated Service** and who lives in a **Mandatory Network Area** will be enrolled, along with his/her **Eligible Dependents**, in an interim **MMCP** administered by UnitedHealthcare or Aetna. Such enrollment in the interim **MMCP** will start with the first day of the month following the month he/she first renders the **Requisite Amount of Compensated Service** and will continue until completion of

enrollment in the **MMCP**, but not beyond the end of the third month following the month the **Eligible Employee** first renders the **Requisite Amount of Compensated Service**. This interim **MMCP** is identical to the **MMCP** except that the payments for **Out-of-Network Services**, as described on page 73, are 85% and 68% instead of 75% and 60%.

If by the end of the third month following the month the **Eligible Employee** first renders the **Requisite Amount of Compensated Service**, the **Eligible Employee** who lives in a **Mandatory Network Area** has not completed enrollment in the **MMCP**, he/she and his/her **Eligible Dependents** will be placed in the **MMCP** administered by UnitedHealthcare or Aetna until the next open enrollment.

Each newly hired **Eligible Employee** who, at the time he/she first renders the **Requisite Amount of Compensated Service**, and who lives in a **Non-Mandatory Network Area**, will be enrolled, along with his/her **Eligible Dependents**, in the **CHCB** administered by UnitedHealthcare.

## **Returning Employees**

**Eligible Employees** who return to compensated service and become eligible for coverage within 24 months of loss of eligibility for coverage, and whose employment relationship has not terminated at any time prior to such return, will, along with their **Eligible Dependents**, be enrolled in the benefit (with the same administrator) in which they were enrolled when their eligibility for Plan coverage was lost.

An **Eligible Employee** who does not return to service within 24 months of losing eligibility for coverage, or whose employment relationship terminates before returning to work even if he/she comes back within the 24-month period, will be considered a newly hired employee for purposes of determining in which Plan benefit he/she and his/her **Eligible Dependents** will be enrolled.

## Transferring Employees

**Eligible Employees** who move, and their **Eligible Dependents**, will have the following options:

- If they were covered under the **MMCP** administered by Highmark BCBS before the move, they will remain covered under the **MMCP** administered by Highmark BCBS, provided they have moved to a **Mandatory Network Area**. If they move to a **Non-Mandatory Network Area** they will be covered under the **CHCB** administered by Highmark BCBS, unless they choose the **CHCB** administered by UnitedHealthcare or they choose the **MMCP** administered by the companies available in that area at any time during the calendar year; however, they may not change back to the **CHCB** until the next open enrollment period with their choice being effective the next January 1.
- If they were covered under the **MMCP** administered by either UnitedHealthcare or Aetna before the move:
  - If they move to a **Mandatory Network Area**, and the **MMCP** administered by the same company is available in the new location, they will remain in the **MMCP** administered by that same company.
  - If they move to a **Mandatory Network Area**, and the **MMCP** administered by the same company is not available in the new location, but the **MMCP** administered by the other company (either UnitedHealthcare or Aetna) is available in the new location, they must choose such other company or Highmark BCBS. If they do not make a choice, they will be transferred to the **MMCP** administered by the other company, *i.e.*, not by Highmark BCBS. In this event, an interim **MMCP** will apply until enrollment in the **MMCP** in

the new network area is completed, but not beyond the end of the first month following the month during which UnitedHealthcare receives notice that the **Eligible Employee** has moved to the new network area. The interim **MMCP** is identical to the **MMCP** except that the payments for **Out-of-Network Services**, as described on page 73, are 85% and 68% instead of 75% and 60%.

- If they move to a **Non-Mandatory Network Area**, they must choose UnitedHealthcare or Highmark BCBS to administer the **CHCB** for them or **MMCP** administered by the companies available in that area at any time during the calendar year; however, they may not change back to the **CHCB** until the next open enrollment period with their choice being effective the next January 1.
- If they were covered under the **CHCB** administered by Highmark BCBS before the move, they will be covered under the **CHCB** administered by Highmark BCBS. However, if they were covered under the **CHCB** and move to a **Mandatory Network Area**, they will be enrolled in the **MMCP** administered by Highmark BCBS, unless they choose the **MMCP** administered by another company (Aetna in some areas or UnitedHealthcare in others).
- If they were covered under the **CHCB** administered by UnitedHealthcare before the move, they will be covered under the **CHCB** administered by UnitedHealthcare. However, if they were covered under the **CHCB** and move to a **Mandatory Network Area**, they will be enrolled in the **MMCP** administered by Aetna in some areas or UnitedHealthcare in others, unless they choose to have their **MMCP** administered by Highmark BCBS.



## **Employees of Hospital Association Railroads**

The description of the coverage – **MMCP** or **CHCB** – applicable to Existing Employees, Newly Hired Employees, Returning Employees and Transferring Employees applies only to the **Eligible Dependents** of **Eligible Employees** of hospital association railroads and not to the **Eligible Employees** themselves. If an **Eligible Employee** of a hospital association railroad loses hospital association coverage and becomes covered for Employee Health Care Benefits under the Plan, he/she will have the same coverage – **MMCP** or **CHCB** (in each case, administered by the same company) – selected for his/her **Eligible Dependents**. If the **Eligible Employee** has no dependents, he/she will be covered just as if he/she was a newly hired employee.

## **Enrollment Changes**

In October of each year, or during any other open enrollment period announced by the Plan, all **Eligible Employees** enrolled in the **MMCP** who do not reside in a **Mandatory Network Area** may elect to be enrolled, along with their **Eligible Dependents**, in the **CHCB** administered by Highmark BCBS or in the **CHCB** administered by UnitedHealthcare. Also, any **Eligible Employee** enrolled in the **MMCP** may, along with their **Eligible Dependents**, elect to move to the **MMCP** administered by a different vendor in the area where the **Eligible Employee** lives. Similarly, **Eligible Employees** enrolled in the **CHCB** may move from the **CHCB** administered by UnitedHealthcare to the **CHCB** administered by Highmark BCBS or from the **CHCB** administered by Highmark BCBS to the **CHCB** administered by UnitedHealthcare. Any **Eligible Employee's** election will be effective on the subsequent January 1, or on such other date as may be announced by the Plan. In addition, **Eligible Employees** enrolled in the **CHCB** may elect to be enrolled, along with their **Eligible Dependents**, in the **MMCP** (where available) at any time.

## V

# EMPLOYEE AND DEPENDENTS HEALTH CARE BENEFITS

The Plan provides the Managed Medical Care Program (**MMCP**), the Comprehensive Health Care Benefit (**CHCB**), the Mental Health and Substance Abuse Care Benefit (**MHSA**), and the Managed Pharmacy Services Benefit (**MPSB**). The **MMCP**, **CHCB** and **MHSA** provide payment for **Eligible Expenses** for **Covered Health Services**. The **MPSB** provides payment for **Eligible Expenses** for **Prescription Drugs** obtained from a pharmacy or by mail order. The general rules that apply in determining whether or not an expense is an **Eligible Expense** and **Covered Health Services** are explained on pages 107 through 127.

### **Special Arrangements with Providers Applicable to the Out-of-Network Services Portion of the MMCP and MHSA, and to the CHCB**

The Plan enjoys arrangements with various health care providers pursuant to which those providers' charges for **Eligible Expenses** under the **CHCB** or the **Out-of-Network Services** portion of the **MMCP** and **MHSA** are discounted. These discounts are made available to **Covered Family Members** as a result of direct and indirect arrangements with the providers through Highmark BCBS, UnitedHealthcare, Aetna and United Behavioral Health. If you seek services from a provider that has a discount arrangement with Highmark BCBS, UnitedHealthcare, Aetna or United Behavioral Health, then you are responsible for speaking with your provider and Highmark BCBS, UnitedHealthcare, Aetna or United Behavioral Health, as appropriate, to understand how these discounts impact the amount you will be required to pay for those services.

**When CHCB services are obtained:**

- **From providers who have direct arrangements with Highmark BCBS or UnitedHealthcare**

Many of the providers that have direct arrangements with Highmark BCBS that are applicable to the **CHCB** are called **BlueCross BlueShield Participating Providers** and, with UnitedHealthcare, **UnitedHealthcare Preferred Providers**. Because of these direct discount programs, if **BlueCross BlueShield Participating Providers** or **UnitedHealthcare Preferred Providers** are used for services under the **CHCB**, the amount of **Eligible Expenses** for which you are responsible will generally be less than if other providers are used, although the percentage of **Eligible Expenses** payable by you remains the same.

You will receive an Identification Card showing that you and your **Eligible Dependents** are entitled to these discounts where available from **BlueCross BlueShield Participating Providers** or **UnitedHealthcare Preferred Providers**. This Identification Card must be shown every time health care services are given. This is how the provider knows that you or your **Eligible Dependent** is covered under one of these direct discount programs. Otherwise, you could be billed for the provider's normal charge.

Call Highmark BCBS Member Services at the number listed on page 8 for a directory of **BlueCross BlueShield Participating Providers** or visit their website. Call UnitedHealthcare at the Member Services number listed on page 8 for a directory of **UnitedHealthcare Preferred Providers** or visit their website.

**BlueCross BlueShield Participating Providers** and **UnitedHealthcare Preferred Providers** are generally

responsible for filing your claims. In most cases, you do not need to submit claims for services or supplies you receive from them.

If a **BlueCross BlueShield Participating Provider** bills you for any part of the discount amount or for any amount beyond the applicable deductible and the percentage of **Eligible Expenses** you owe, call Highmark BCBS at the Member Services number listed on page 8.

If a **UnitedHealthcare Preferred Provider** bills you for any part of the discount amount or for any amount beyond the applicable deductible and the percentage of **Eligible Expenses** you owe, call UnitedHealthcare at the Member Services number listed on page 8.

- **From providers who have indirect or supplemental arrangements with UnitedHealthcare**

UnitedHealthcare also has indirect or supplemental arrangements with additional providers. These providers are called UnitedHealthcare Supplemental Discount Program Providers.

Because of these indirect or supplemental discount arrangements, if UnitedHealthcare Supplemental Discount Program Providers are used for services under the **CHCB**, the amount of **Eligible Expenses** for which you are responsible will generally be less than if other providers are used, although the percentage of **Eligible Expenses** payable by you remains the same.

You will receive an Identification Card showing that you and your **Eligible Dependents** are entitled to these discounts where available from UnitedHealthcare Supplemental Discount Program Providers. This Identification Card must be shown every time health care services are given. This is how the provider

knows that you or your **Eligible Dependent** is covered under this indirect discount program. Otherwise, you could be billed for the provider's normal charge.

You must submit claims for services and supplies rendered by other providers, unless the provider undertakes to do so for you. See the section of this booklet entitled "Processing of Claims and Appeals" on page 204.

**When Out-of-Network Services under the MMCP or MHSA are obtained:**

- **From providers who have indirect or supplemental arrangements with UnitedHealthcare, Aetna or United Behavioral Health**

UnitedHealthcare, Aetna and United Behavioral Health also have indirect or supplemental arrangements with additional providers. These are called UnitedHealthcare Supplemental Discount Program Providers with UnitedHealthcare and United Behavioral Health, and National Advantage Program Providers with Aetna.

Because of these indirect or supplemental discount arrangements, if UnitedHealthcare Supplemental Discount Program Providers (for UnitedHealthcare or United Behavioral Health) or National Advantage Program Providers (for Aetna) are used for services under the Out-of-Network Services portion of the **MMCP** or **MHSA**, the amount of **Eligible Expenses** for which you are responsible will generally be less than if other providers are used, although the percentage of **Eligible Expenses** payable by you remains the same.

You will receive an Identification Card showing that you and your **Eligible Dependents** are entitled to these discounts where available from UnitedHealthcare

Supplemental Discount Program Providers (for UnitedHealthcare or United Behavioral Health) or National Advantage Program Providers (for Aetna). This Identification Card must be shown every time health care services are given. This is how the provider knows that you or your **Eligible Dependent** is covered under one of these indirect discount programs. Otherwise, you could be billed for the provider's normal charge.

You must submit claims for services and supplies rendered by other providers, unless the provider undertakes to do so for you. See the section of this booklet entitled "Processing of Claims and Appeals" on page 204.

## Managed Medical Care Program

The **MMCP** provides payment for a wide range of expenses for **Medical Care**. The section of this booklet, starting on page 107 entitled “Eligible Expenses and Covered Health Services” explains what is covered under the **MMCP**.

**Eligible Expenses** for **Covered Health Services** that consist of **Mental Health Care** or **Substance Abuse Care**, or for **Prescription Drugs** obtained as part of outpatient **Medical Care** (except with respect to **Home Health Care Agency** services), are not covered under the **MMCP**. The Plan does cover these **Eligible Expenses**, however, to the extent provided under the **MHSA** (see pages 94 through 106) and the **MPSB** (see pages 128 through 138).

The **MMCP** pays for **Eligible Expenses** at two different benefit levels. One benefit level is for **In-Network Services**. The other is for **Out-of-Network Services**.

A brief comparison of these two benefit levels is shown on pages 10 through 12.

### In-Network Services

**Eligible Expenses** for **ACA Preventive Health Services** rendered by **In-Network Providers** are paid at 100% with no fixed-dollar co-payment, deductible or coinsurance applied.

All other **Eligible Expenses** for **In-Network Services** are paid either at 95% after any applicable deductible is satisfied or at 100% following payment of an applicable fixed-dollar co-payment. In other words, the 5% “coinsurance” amount does not apply to services subject to a fixed-dollar co-payment, as explained below.

## Fixed-dollar Co-payments

- Your fixed-dollar co-payment is \$10, \$20 or \$35 for each office visit to an **In-Network Provider**, unless the primary purpose of the office visit is the delivery of an **ACA Preventive Health Service** and the **ACA Preventive Health Service** is not billed separately from the office visit.
- The \$20 office visit fixed-dollar co-payment applies to each office visit to any **In-Network Provider** in general practice or who specializes in pediatrics, obstetrics/gynecology, family practice, or internal medicine, or Nurse Practitioners, Physician Assistants, Physical Therapists, and Chiropractors.
- Your fixed-dollar co-payment is \$10 for each visit to a **Convenient Care Clinic** that is an **In-Network Provider**.
- Your fixed-dollar co-payment is \$35 for each office visit to any other **In-Network Provider**.
- Note the following exceptions to the office visit fixed-dollar co-payment rules discussed above:
  - There is no office visit fixed-dollar co-payment for visits to your OB/GYN for treatment of a pregnancy after the initial visit to the same OB/GYN for treatment of the same pregnancy.
  - There is no office visit fixed-dollar co-payment for visits solely for the administration of an allergy shot.
  - See pages 69 through 71 for additional information regarding these exceptions to the office visit fixed-dollar co-payment rules.



- Your fixed-dollar co-payment is \$20 for each visit to an urgent care center that is an **In-Network Provider**.
- Your fixed-dollar co-payment is at least \$75 for each visit to the emergency room of any **Hospital** whether the **Hospital** is an **In-Network Provider** or an **Out-of-Network Provider**. This \$75 emergency room fixed-dollar co-payment applies to **Eligible Expenses** for charges made by the **Hospital** for care received in its emergency room. The fixed-dollar co-payment does not apply if inpatient admission to that **Hospital** is required.
  - A **Hospital** that is an **Out-of-Network Provider** may ask you to pay more than the \$75 emergency room fixed-dollar co-payment. The **Hospital** may even require payment in full at the time services are rendered. However, if your situation meets the applicable Plan definition of an **Emergency** (see pages 169 through 170) and the visit does not result in an inpatient admission to that hospital, the **MMCP** will reimburse you for the full amount of the **Hospital** charge except for \$75.
  - Regardless of whether the **Hospital** from which you receive **Emergency** care is an **In-Network Provider** or an **Out-of-Network Provider**, if your situation does not meet the applicable Plan definition of an **Emergency** (see pages 169 through 170), the **MMCP** will pay benefits at the level paid for **Out-of-Network Services**.

## Annual Deductibles

Where a fixed-dollar co-payment does not apply, there are two types of deductibles for **In-Network Services**, an Individual Deductible and a Family Deductible.

- The Individual Deductible is \$200. It applies separately to each **Covered Family Member** each calendar year.
- The Family Deductible is \$400. This is the most you and your **Eligible Dependents** will have to pay for Individual Deductibles in any calendar year. This Family Deductible applies no matter how many **Covered Family Members** you have.

Only **Eligible Expenses** which count towards satisfying a person's Individual Deductible count towards satisfying the Family Deductible.

Any amounts applied towards satisfying the deductibles for **Out-of-Network Services** do not count towards satisfying the deductible for **In-Network Services**.

If a fixed-dollar co-payment applies to an **Eligible Expense**, the remainder of that **Eligible Expense** will not be subject to any **MMCP** deductible for **In-Network Services**. Any amounts paid for fixed-dollar co-payment will not apply towards the satisfaction of deductibles.

Amounts paid towards satisfying any **CHCB** deductible will count towards satisfying the **MMCP** deductibles for **In-Network Services** described above for any **Eligible Employee** who becomes enrolled in the **MMCP** by reason of having moved to a geographic area where **MMCP** participation is mandatory, or who is currently enrolled in the **CHCB** and lives/moves into a geographical area where the **Eligible Employee** has the option to elect either the **MMCP** or the **CHCB**.

### **Percentage of Eligible Expenses Paid**

Benefits for **Eligible Expenses** for **In-Network Services** under the **MMCP**, other than those services that are subject to a fixed-dollar co-payment, are paid as follows after the applicable deductible is satisfied:

- Before the annual In-Network Out-of-Pocket Maximum is met, the **MMCP** pays 95% of **Eligible Expenses** and you pay the remaining 5% of **Eligible Expenses**.
- After the annual In-Network Out-of-Pocket Maximum is met, the **MMCP** pays 100% of **Eligible Expenses** for the remainder of the calendar year.

### **Annual Out-of-Pocket Maximum**

The **In-Network Services** Out-of-Pocket Maximum limits the amount of **Eligible Expenses** you will have to pay in a calendar year for **In-Network Services**.

There are two types of **In-Network Services** Out-of-Pocket Maximums, Individual and Family.

- The Individual **In-Network Services** Out-of-Pocket Maximum is \$1,000 each calendar year.
- The Family **In-Network Services** Out-of-Pocket Maximum is \$2,000 each calendar year. This Family Out-of-Pocket Maximum applies no matter how many **Covered Family Members** you have.

Only **Eligible Expenses** which count towards satisfying a person's Individual Out-of-Pocket Maximum count towards satisfying the Family Out-of-Pocket Maximum.

Payments made for coinsurance for **In-Network Services** under the **MMCP** will count towards satisfying these Out-of-Pocket Maximums, except that amounts paid towards reaching any **CHCB** Out-of-Pocket Maximum will count towards reaching the **MMCP** In-Network Out-of-Pocket Maximum for any **Eligible Employee** who becomes enrolled in the **MMCP** by reason of having moved to a geographic area where **MMCP** participation is mandatory, or who is currently enrolled in the **CHCB** and

lives/moves into a geographical area where the **Eligible Employee** has the option to elect either **MMCP** or **CHCB**.

The following expenses do not count in determining if any **MMCP** In-Network Out-of-Pocket Maximum has been met:

- Charges you pay for **Out-of-Network Services** for **MMCP** that are in excess of the **Reasonable Charge**.
- Charges you pay that are in excess of specific Plan limits or exclusions or for expenses not covered by the Plan.
- Any fixed-dollar co-payments you make under the **MMCP** or **MHSA** or any co-payments you make under the **MPSB** (including other **MPSB** charges, such as coinsurance or the difference in cost between the equivalent **Generic Drug** and the **Brand Name Drug** dispensed).
- Any charges you pay towards any deductible under the **CHCB**, the **MMCP** or the **MHSA**.
- Any charges you pay towards satisfaction of the Out-of-Pocket Maximum under the Out-of-Network portion of the **MMCP** or the Out-of-Network portion of the **MHSA**.
- Charges you pay as a result of the 20% reduction in benefits under the **Out-of-Network Services** portion of the **MMCP** if (i) a required notice under the applicable care coordination/medical management procedures of the company administering your **MMCP** is not given or (ii) that company determines that the service or supply, although a **Covered Health Service**, is not **Medically Appropriate**.

- Charges you pay as a result of the 20% reduction in benefits under the **Out-of-Network Services** portion of the **MHSA** if (i) you fail to provide required **Notification** to United Behavioral Health or (ii) United Behavioral Health determines that the service or supply, although a **Covered Health Service**, is not **Medically Appropriate**.

## Obtaining Benefits

To obtain benefits for **In-Network Services**, you or your **Eligible Dependent** must use an **In-Network Provider** or obtain an **Out-of-Network Authorization** to receive services from an **Out-of-Network Provider** which will be covered at the level of benefits payable for **In-Network Services**. You are not required to choose a Primary Care Physician. Nor are you required to obtain a referral or authorization in order to receive benefits for obstetrical or gynecological care, or specialist care.

## Limit on Patient Liability (Balance Billing)

As long as you receive services from an **In-Network Provider**, or through an **Out-of-Network Authorization** prior to receiving specified services from an **Out-of-Network Provider**, your **Eligible Expenses** will be covered as if they were **In-Network Services**, in accordance with the rules described above.

An **In-Network Provider** cannot charge you for any **In-Network Services** which are not **Covered Health Services**, unless you agree to pay for them. The Plan does not cover them.

## Emergencies

In an **Emergency**, the provider does not have to be an **In-Network Provider**. If your situation falls within the Plan's definition of an **Emergency** (see pages 169 through 170), the **MMCP** will pay benefits at the In-Network level. If, however, your situation does not fall within the Plan's definition of an

**Emergency**, the **MMCP** will pay benefits at the Out-of-Network level.

To receive the In-Network level of benefits after the **Emergency** has ended, you must use **In-Network Providers**.

No In-Network fixed-dollar co-payment, deductible or coinsurance will apply to separately billed charges for services in a **Hospital's** emergency room if you are admitted to that **Hospital** as an inpatient in connection with the **Emergency** for which you went to the emergency room. The In-Network deductible and coinsurance will apply, however, if the **Hospital's** emergency room services are not billed separately, but rather, are included in the **Hospital's** overall bill for services rendered.

### **Pregnancy/Pre-Natal Care**

The applicable fixed-dollar co-payment under the **MMCP** will apply to the initial office visit to an In-Network OB/GYN for treatment of a pregnancy, but no fixed-dollar co-payment will apply to subsequent visits to the same OB/GYN for treatment of the same pregnancy. However, the **MMCP** In-Network deductibles and coinsurance will apply to the OB/GYN's charges for these subsequent visits if the OB/GYN does not bill separately for these visits, unless the charges relate to an **ACA Preventive Health Service**, in which case no deductibles or coinsurance will apply (see the definition section of this booklet on page 163 for more information). If the OB/GYN bills separately for the subsequent office visits, then no **MMCP** In-Network fixed-dollar co-payments, deductible or coinsurance will apply to the subsequent visits.

Effective January 1, 2013, **Eligible Expenses** for routine prenatal care provided by an **In-Network Provider** will be paid at 100% with no fixed-dollar co-payments, deductible or coinsurance applied, if the routine prenatal care qualifies as an

**ACA Preventive Health Service** (see the definition section of this booklet on page 163 for more information).

### **Allergy Shots**

No fixed-dollar co-payment under the **MMCP** will apply to an office visit to an **In-Network Provider** solely for the administration of an allergy shot. However, In-Network deductibles and coinsurance under the **MMCP** will apply.

### **Chemotherapy/Other IV Medications**

The In-Network deductible and coinsurance under the **MMCP** do not apply to charges for the administration of chemotherapy or of other infused medications in a **Physician's** office because an office visit fixed-dollar co-payment applies to this service. The In-Network deductible and coinsurance do apply, however, to the administration of chemotherapy or of other infused medications other than in a **Physician's** office, and to the charges for the drugs themselves because the office visit fixed-dollar co-payments do not apply to those services or medications.

### **Laboratory Services**

The In-Network deductible and coinsurance, not the office visit fixed-dollar co-payment, under the **MMCP** apply to charges for laboratory services, such as blood tests, urinalysis and throat cultures. However, if the laboratory services qualify as **ACA Preventive Health Services**, then the services are not subject to fixed-dollar co-payments, deductibles or coinsurance under the **MMCP**.

## Out-Of-Network Services

All **Eligible Expenses** for **Out-of-Network Services** are paid at the percentage set forth below if any applicable deductible has been satisfied and no **Out-of-Network Authorization** has been granted.

*To receive the maximum benefit for **Out-of-Network Services**, you must comply with the care coordination/medical management of the company administering your **MMCP** (see pages 76 through 79). For more information, call the Care Coordination/Medical Management phone number listed on page 8 for the company administering your benefits.*

### Annual Deductibles

There are two types of deductibles for **Out-of-Network Services**, an Individual Deductible and a Family Deductible.

- The Individual Deductible is \$300. It applies separately to each **Covered Family Member** each calendar year.
- The Family Deductible is \$900. This is the most you and your **Eligible Dependents** will have to pay for Individual Deductibles in any calendar year. This Family Deductible applies no matter how many **Covered Family Members** you have.

Only **Eligible Expenses** which count towards satisfying a person's Individual Deductible count towards satisfying the Family Deductible.

Payments made towards satisfying any deductible under the **Out-of-Network Services** portion of the **MMCP** will also count towards satisfying the applicable deductible under both the **CHCB** and the **Out-of-Network Services** portion of the **MHSA**.



Any amounts applied towards satisfying the deductibles for **In-Network Services** do not count towards satisfying the deductible for **Out-of-Network Services**.

### **Percentage of Eligible Expenses Payable**

Benefits for **Eligible Expenses** for **Out-of-Network Services** are paid as follows:

Before the annual Out-of-Pocket Maximum is met, the **MMCP** pays:

- 75% of **Eligible Expenses**, but only
- 60% of **Eligible Expenses** (a 20% reduction in benefits) if a required notice to the company (Highmark BCBS, UnitedHealthcare or Aetna) administering your **MMCP** is not given or if that company determines in performing its care coordination/medical management function that the service or supply, although a **Covered Health Service**, is not **Medically Appropriate**.

After the annual Out-of-Pocket Maximum is met, the **MMCP** pays:

- 100% of **Eligible Expenses** for the remainder of the calendar year, but only
- 80% of **Eligible Expenses** (a 20% reduction in benefits) if a required notice to the company (Highmark BCBS, UnitedHealthcare or Aetna) administering your **MMCP** is not given or if that company determines in performing its care coordination/medical management function that the service or supply, although a **Covered Health Service**, is not **Medically Appropriate**.

## Annual Out-of-Pocket Maximum

The Out-of-Pocket Maximum limits the amount of coinsurance for **Eligible Expenses** you will have to pay in a calendar year for **Out-of-Network Services**.

There are two types of Out-of-Pocket Maximums, Individual and Family.

- The Individual Out-of-Pocket Maximum is \$2,000 each calendar year.
- The Family Out-of-Pocket Maximum is \$4,000 each calendar year. This Family Out-of-Pocket Maximum applies no matter how many **Covered Family Members** you have.

Only **Eligible Expenses** which count towards satisfying a person's Individual Out-of-Pocket Maximum count towards satisfying the Family Out-of-Pocket Maximum.

Payments made towards satisfying the **MMCP** Out-of-Network Out-of-Pocket Maximum will also count towards satisfying the Out-of-Pocket Maximum under the **CHCB** and the **Out-of-Network Services** portion of the **MHSA**, and vice versa.

The following expenses do not count in determining if any Out-of-Pocket Maximum has been met:

- Charges you pay for **Out-of-Network Services** for **MMCP** that are in excess of the **Reasonable Charge**.
- Charges you pay that are in excess of specific Plan limits or exclusions or for expenses not covered by the Plan.
- Any fixed-dollar co-payments you make under the **MMCP** or **MHSA** or any co-payments you make under

the **MPSB** (including other **MPSB** charges, such as coinsurance or the difference in cost between the equivalent **Generic Drug** and the **Brand Name Drug** dispensed).

- Any charges you pay towards any deductible under the **MMCP**, the **CHCB** or the **MHSA**.
- Any charges you pay towards satisfaction of the Out-of-Pocket Maximum under the In-Network portion of the **MMCP**.
- Charges you pay as a result of the 20% reduction in benefits under the **Out-of-Network Services** portion of the **MMCP** if (i) a required notice under the applicable care coordination/medical management procedures of the company administering your **MMCP** is not given or (ii) that company determines that the service or supply, although a **Covered Health Service**, is not **Medically Appropriate**.
- Charges you pay as a result of the 20% reduction in benefits under the **Out-of-Network Services** portion of the **MHSA** if (i) you do not provide the required **Notification** for certain **Out-of-Network Services** to United Behavioral Health or (ii) United Behavioral Health determines that the service or supply, although a **Covered Health Service**, is not **Medically Appropriate**.

## Care Coordination/Medical Management

The **Out-of-Network** portion of the **MMCP** uses a process of care coordination/medical management that is designed to encourage an efficient system of care for **Covered Family Members** by identifying possible unmet covered health care needs. These may include admission counseling, inpatient care advocacy, and certain discharge planning and disease management activities. The care coordination/medical management activities are not a substitute for the medical judgment of your **Physician**, however, and the ultimate decision as to what medical care you actually receive must be made by you and your **Physician**.

Care coordination/medical management is triggered when the company administering your benefits receives notification of an upcoming treatment or service that will be provided **Out-of-Network** under the **MMCP**. The notification process serves as a gateway to care coordination/medical management activities.

### When to Notify Care Coordination/Medical Management

If applicable with respect to the company administering your benefits, care coordination/medical management at that company must be notified as soon as possible after you know that you require any of the services or supplies shown below:

- Inpatient admissions to a **Hospital, Birth Center** or **Skilled Nursing Facility**.
- Home health care.
- **Hospice** care.
- Purchase or rental of durable medical equipment that exceeds \$1,000.
- Reconstructive procedures.

- Dental services rendered as a result of an accident.
- Private duty nursing.

With regard to organ/tissue transplants, care coordination/medical management must be notified at least seven working days before the scheduled date of any of the following or as soon as reasonably possible:

- The evaluation of a transplant.
- The donor search.
- The organ procurement/tissue harvest.
- The transplant procedure.

You should notify care coordination/medical management promptly after you become aware that you are pregnant. You are required to give this notice, however, only if and when inpatient care for the mother or child is expected to continue beyond:

- 48 hours following a normal delivery, or
- 96 hours following a Caesarean section.

The notice you give must be given in sufficient time to allow the company to which it must be given to complete a review of the matter before the services are rendered. In the absence of sufficient advance notice, the company involved may not be able to complete its review and determine, before you incur expenses, if the service is a **Covered Health Service** and, if so, whether it is **Medically Appropriate**.

With respect to an in-patient confinement which follows an **Emergency**, you (or your representative or **Physician**) must call care coordination/medical management within one day

(excluding weekends and holidays) from the date an in-patient confinement which follows an **Emergency** begins.

***Remember: This notice obligation is your responsibility. It is not the responsibility of your Physician, your Hospital or any other provider.***

This notification requirement does not apply to injuries incurred by an **Eligible Employee** while on duty for an employing railroad, but the customer services of the company that administers your benefits are available to answer questions about proposed medical treatment.

### **How to Notify Care Coordination/Medical Management**

Notice must be given by telephone. Call the Care Coordination/Medical Management telephone number listed on page 8 for the company administering your benefits to provide notice. You can call at any time, day or night. If you call outside the company's usual hours of operation, you may leave a message with your telephone number on an answering machine, and your call will be returned within one working day.

### **What Happens After You Give the Required Notice?**

The company administering your **MMCP** reviews the services for which you have given it notice and determines whether they are **Covered Health Services**, and, if so, whether they are **Medically Appropriate**.

*The ultimate decision on your medical care must be made by you and your **Physician**. Review by care coordination/medical management only determines whether the service or supply is a **Covered Health Service**, and, if so, whether it is **Medically Appropriate**, solely for purposes of deciding what, if any, amounts are payable with respect to the service or supply under the Plan.*

## Effects on Benefits

- Benefits are reduced if you do not call care coordination/medical management as required by the company administering your benefits or if that company determines that the service or supply, although a **Covered Health Service**, is not **Medically Appropriate**. In either case, the benefit will be reduced from 75% to 60% of **Eligible Expenses**. If you have satisfied your Out-of-Pocket Maximum, benefits will be reduced from 100% to 80%.
- No benefits are payable if care coordination/medical management at the company administering your benefits determines that the service or supply is not a **Covered Health Service**.

If the company administering your benefits determines that a service is not a **Covered Health Service** or is not **Medically Appropriate**, you or your **Physician** can appeal that determination. See pages 211 through 219 for a description of the appeal process.

## Concurrent and Retroactive Review

**Out-of-Network Services** for which you do not notify the company administering your **MMCP** in accordance with the requirements explained above will be subject to concurrent and retroactive review to determine whether the services are **Medically Appropriate**. As explained above, the benefits payable by the **MMCP** will be reduced by 20% if you do not provide the required notice or the company administering your **MMCP** determines that the services are not **Medically Appropriate**.

## Case Management Services

The company administering your **MMCP** also provides case management services in connection with your benefits. These services focus on severe illnesses and injuries which could result in long-term hospital confinements. The company administering your **MMCP** will determine whether the services of case management are appropriate in your case. Through case management services, benefits for alternative treatment may be offered to you or your **Eligible Dependent** when it is appropriate and cost effective. The decision to accept alternative treatment rests with the patient and **Physician**.

*Care coordination/medical management programs also apply under the **CHCB**. See pages 88 through 89.*

## Disease Management Services

The company administering your benefits also provides disease management services. These services focus on providing information about certain chronic medical conditions, such as heart failure, coronary artery disease, diabetes, or asthma, and the ways these conditions can be treated or managed. If you have been diagnosed with a chronic medical condition, the company administering your benefits may contact you to discuss this program. You can also call the Disease Management Service phone number listed on page 8 for the company administering your benefits to learn whether you are eligible to participate in a disease management program. Participation is voluntary, and there is no charge to **Covered Family Members** for these services.

Through disease management services, benefits for alternative treatment may be offered to you or your **Eligible Dependent** when it is appropriate and cost effective. The decision to accept alternative treatment rests with the patient and **Physician**.



## **Telephonic Access to Nurses and Counselors**

The company administering your benefits provides a toll-free telephone service that puts you in immediate contact with a registered nurse any time, 24 hours a day, seven days a week. These nurses can provide health information for routine or urgent health concerns, such as a recent diagnosis, a minor sickness or injury, or other health-related topics. You can also listen to pre-recorded messages on a variety of medical topics. This service is available to **Covered Family Members** at no charge. To use it, you can call the Nurses/Counselors phone number listed on page 8 for the company administering your benefits.

Through this service, you may learn about benefits for alternative treatment for you or your **Eligible Dependent** when it is appropriate and cost effective. The decision to accept alternative treatment rests with the patient and **Physician**.

## **Wellness Programs**

The company administering your **MMCP** also provides wellness programs to provide information on health issues and to assist with smoking cessation and achieving and maintaining a healthy weight. These services are available to **Covered Family Members** at no charge. To learn more information about these benefits, you can call the Wellness Program phone number listed on page 8 for the company administering your benefits.

## **Specialty Resource Services**

Your benefits administrator will make available to you, if you wish to use them, consulting and similar services regarding treatment at certain hospitals and other facilities designated by your benefits administrator as hospitals or facilities that have consistently achieved favorable clinical outcomes in connection with bariatric surgery, certain cancers and kidney disease.

Under the **In-Network Services** portion of the **MMCP** only, for conditions to which Specialty Resource Services pertain, the **MMCP** will pay 100% for the surgery and the immediate hospital stay occasioned by the surgery as follows:

- Bariatric Surgery – One surgery and associated hospital stay at a surgery center or hospital that is part of your benefit administrator’s designated network of specialty bariatric surgery centers and hospitals.
- Complex Cancers – Under certain limited circumstances described in the program made available by your benefits administrator, designated surgeries and associated hospital stays at hospitals and surgery centers that are part of your benefits administrator’s designated network of hospitals and centers for complex cancer surgery. Surgeries covered by this enhanced benefit are those performed in cases of certain complex cancers that satisfy specific criteria established by each benefits administrator. This enhanced benefit is limited to surgeries; it does not apply, for example, to chemotherapy and/or radiation.
- Kidney Disease – Surgeries and associated hospital stays at particular hospitals and surgery centers that are part of your benefits administrator’s designated network of hospitals and centers for kidney transplants. This enhanced benefit does not cover renal dialysis.

The enhanced surgery benefit described above requires that the surgery be pre-approved by your benefits administrator and that you work with an assigned case manager/care coordinator both before and after your surgery because of the complexity of the health care issues associated with these procedures.

## Treatment Decision Support Program

Your benefits administrator will, at your request and at no cost to you, provide you and your **Eligible Dependents** with access to enhanced one-on-one coaching for services related to potential procedures for conditions such as back pain, knee/hip replacement, benign prostate disease, prostate cancer, benign uterine conditions, hysterectomy, breast cancer, coronary artery disease and bariatric surgery. The term “Treatment Decision Support” may vary by benefits administrator.

\* \* \* \*

*Exclusions applicable to the Managed Medical Care Program are set forth under the heading “General Exclusions and Limitations” on pages 139 through 148. Also, your benefits may be reduced if you or your **Eligible Dependent** has health benefits under another plan. These benefit reductions are described under the heading “Coordination of Benefits” on pages 149 through 155. Other limitations with respect to Dependents Health Care Benefits are described pages 48 through 51.*

## Comprehensive Health Care Benefit

The **CHCB** pays a percentage of **Eligible Expenses** for **Covered Health Services** that consist of **Medical Care** in a calendar year that exceed the applicable deductible. However, effective January 1, 2013, the **CHCB** will pay 100%, with no deductible or coinsurance applied, of **Eligible Expenses** for **ACA Preventive Health Services**.

*To receive the highest benefit level, you must comply with care coordination/medical management requirements (see pages 88 through 89).*

**Eligible Expenses** for **Covered Health Services** that consist of **Mental Health Care** or **Substance Abuse Care**, or for **Prescription Drugs** obtained as part of outpatient **Medical Care** (except with respect to **Home Health Care Agency** services) are not covered under the **CHCB**. The Plan does cover these **Eligible Expenses**, however, to the extent provided under the **MHSA** (see pages 92 through 106) and the **MPSB** (see pages 128 through 138).

### Annual Deductibles

There are two types of deductibles, Individual and Family. The Individual Deductible is \$200. It applies separately to each **Covered Family Member** each calendar year.

The Family Deductible is \$400. This is the most you and your **Eligible Dependents** will have to pay for Individual Deductibles in any calendar year. This Family Deductible applies no matter how many **Covered Family Members** you have. Only **Eligible Expenses** which count towards a person's Individual Deductible count towards the Family Deductible.

Payments made towards satisfying the **CHCB** deductibles will also count towards satisfying any deductible under the **Out-of-**

**Network Services** portions of the **MHSA** and the **MMCP**, and vice versa.

## **Percentage of Covered Eligible Expenses Payable**

The **CHCB** pays:

- 85% of **Eligible Expenses** incurred until the Out-of-Pocket Maximum is reached, but only
- 68% of **Eligible Expenses** (a 20% reduction in benefits) if a required notice to the company (Highmark BCBS or UnitedHealthcare) administering your **CHCB** is not given or if that company determines in performing its care coordination/medical management function that, although the service or supply is a **Covered Health Service**, it is not **Medically Appropriate**.

When the annual Out-of-Pocket Maximum is met, the **CHCB** pays:

- 100% of **Eligible Expenses** for the remainder of the calendar year, but only
- 80% of **Eligible Expenses** (a 20% reduction in benefits) if a required notice to the company (Highmark BCBS or UnitedHealthcare) administering your **CHCB** is not given or if that company determines in performing its care coordination/medical management function that, although the service or supply is a **Covered Health Service**, it is not **Medically Appropriate**.

## **Annual Out-of-Pocket Maximum**

The Out-of-Pocket Maximum limits the amount of **Eligible Expenses** you will have to pay in a calendar year.

There are two types of Out-of-Pocket Maximums, Individual and Family.

- The Individual Out-of-Pocket Maximum is \$2,000 each calendar year.
- The Family Out-of-Pocket Maximum is \$4,000 each calendar year. This Family Out-of-Pocket Maximum applies no matter how many **Covered Family Members** you have. Only **Eligible Expenses** which count towards a person's Individual Out-of-Pocket Maximum count towards the Family Out-of-Pocket Maximum.

Payments made towards satisfying the **CHCB** Out-of-Pocket Maximum will also count towards satisfying the Out-of-Pocket Maximum under the **Out-of-Network Services** portions of the **MHSA** and the **MMCP**, and vice versa.

Only applicable coinsurance payments will count towards satisfying these Out-of-Pocket Maximums. For example, the following expenses do not count in determining if any Out-of-Pocket Maximum has been met:

- Charges you pay that are in excess of the **Reasonable Charge**.
- Charges you pay that are in excess of specific Plan limits or exclusions or for expenses not covered by the Plan.
- Any fixed-dollar co-payments you make under the **MMCP** or **MHSA** or any co-payments you make under the **MPSB** (including other **MPSB** charges, such as coinsurance or the difference in cost between the equivalent **Generic Drug** and the **Brand Name Drug** dispensed).

- Charges you pay towards any deductible under the **CHCB**, the **MMCP**, and the **MHSA**.
- Charges you pay as a result of the 20% reduction in benefits under the **Out-of-Network Services** portion of the **MMCP** if (i) a required notice under the applicable care coordination/medical management procedures of the company administering your **MMCP** is not given or (ii) that company determines that the service or supply, although a **Covered Health Service**, is not **Medically Appropriate**.
- Charges you pay as a result of the 20% reduction in benefits under the **Out-of-Network Services** portion of the **MHSA** if (i) you do not provide the required **Notification** for certain **Out-of-Network Services** to United Behavioral Health or (ii) United Behavioral Health determines that the service or supply, although a **Covered Health Service**, is not **Medically Appropriate**.

## Care Coordination/Medical Management

The care coordination/medical management procedures that apply under the **Out-of-Network** portion of the **MMCP** also apply to the **CHCB**. They are described in the **MMCP** section of this booklet on pages 76 through 79. Please review them carefully.

### How to Notify Care Coordination/Medical Management

Notice should be given by telephone. Call the Care Coordination/Medical Management telephone number listed on page 8 for the company administering your benefits to provide notice. You can call at any time, day or night. If you call outside the company's usual hours of operation, you may leave a message with your telephone number on an answering machine, and your call will be returned within one working day.

### Effects on Benefits

- Benefits are reduced if you do not call care coordination/medical management as required by the company administering your benefits or if that company determines that the service or supply, although a **Covered Health Service**, is not **Medically Appropriate**. In either case, the benefit will be reduced from 85% to 68% of **Eligible Expenses**. If you have satisfied your Out-of-Pocket Maximum, benefits will be reduced from 100% to 80%.
- No benefits are payable if care coordination/medical management at the company administering your benefits determines that the service or supply is not a **Covered Health Service**.

If care coordination/medical management at the company administering your benefits determines that a service is not a



**Covered Health Service** or is not **Medically Appropriate**, you or your **Physician** can appeal that determination. See pages 211 through 219 of this booklet for a description of the appeal procedure.

### **Concurrent and Retroactive Review**

**CHCB** services for which you do not notify the company administering your **CHCB** in accordance with the requirements explained above will be subject to concurrent and retroactive review to determine whether the services are **Medically Appropriate**. As explained above, the benefits payable by the **CHCB** will be reduced by 20% if you do not provide the required notice or the company administering your **CHCB** determines that the services are not **Medically Appropriate**.

### **Case Management Services**

The company administering your **CHCB** also provides case management services. These services focus on severe illnesses and injuries which could result in long-term hospital confinements. The company administering your **CHCB** will determine whether case management services are appropriate in your case.

Through case management services, benefits for alternative treatment may be offered to you or your **Eligible Dependent** when it is appropriate and cost effective. The decision to accept alternative treatment rests with the patient and **Physician**.

### **Disease Management Services**

The company administering your benefits also provides disease management services. These services focus on providing information about certain chronic medical conditions, such as heart failure, coronary artery disease, diabetes, or asthma, and the ways these conditions can be treated or managed. If you

have been diagnosed with a chronic medical condition, the company administering your benefits may contact you to discuss this program. Also, you can call the Disease Management Services phone number listed on page 8 for the company administering your benefits to learn whether you are eligible to participate in a disease management program. Participation is voluntary, and there is no charge to **Covered Family Members** for these services.

Through disease management services, benefits for alternative treatment may be offered to you or your **Eligible Dependent** when it is appropriate and cost effective. The decision to accept alternative treatment rests with the patient and **Physician**.

### **Telephonic Access to Nurses and Counselors**

The company administering your benefits provides a toll-free telephone service that puts you in immediate contact with a registered nurse any time, 24 hours a day, seven days a week. These nurses can provide health information for routine or urgent health concerns, such as a recent diagnosis, a minor sickness or injury, or other health-related topics. You can also listen to pre-recorded messages on a variety of medical topics. This service is available to **Covered Family Members** at no charge. To use it, you can call the Nurses/Counselors phone number listed on page 8 for the company administering your benefits. Through this service, you may learn about benefits for alternative treatment for you or your **Eligible Dependent** when it is appropriate and cost effective. The decision to accept alternative treatment rests with the patient and **Physician**.

### **Wellness Programs**

The company administering your **CHCB** also provides wellness programs to provide information on health issues and to assist with smoking cessation and achieving and maintaining a

healthy weight. These services are available to **Covered Family Members** at no charge. To learn more information about these benefits, you can call the Wellness Program phone number listed on page 8 for the company administering your benefits.

### **Specialty Resource Services**

Your benefits administrator will make available to you, if you wish to use them, consulting and similar services regarding treatment at certain hospitals and other facilities designated by your benefits administrator as hospitals or facilities that have consistently achieved favorable clinical outcomes in connection with bariatric surgery, certain cancers and kidney disease.

### **Treatment Decision Support Program**

Your benefits administrator will, at your request and at no cost to you, provide you and your **Eligible Dependents** with access to enhanced one-on-one coaching for services related to potential procedures for conditions such as back pain, knee/hip replacement, benign prostate disease, prostate cancer, benign uterine conditions, hysterectomy, breast cancer, coronary artery disease and bariatric surgery. The term “Treatment Decision Support” may vary by benefits administrator.

\* \* \* \*

*Exclusions applicable to the Comprehensive Health Care Benefit are set forth under the heading “General Exclusions and Limitations” on pages 139 through 148. Also, your benefits may be reduced if you or your **Eligible Dependent** has health benefits under another plan. These benefit reductions are described under the heading “Coordination of Benefits” on pages 149 through 155. Other limitations with respect to Dependents Health Care Benefits are described on pages 48 through 51.*

## **Mental Health and Substance Abuse Care Benefit**

The **MHSA**, administered by United Behavioral Health, provides payment for **Eligible Expenses** for **Mental Health Care** and/or **Substance Abuse Care**. The section of this booklet entitled “Eligible Expenses and Covered Health Services” (see pages 107 through 127) explains what is covered under the **MHSA**. The **MHSA** does not cover **Medical Care**; nor does it cover **Prescription Drugs** obtained as part of outpatient **Mental Health Care** or **Substance Abuse Care**. The Plan does cover these expenses (if they are **Eligible Expenses**), however, to the extent provided under the **CHCB** or **MMCP** as to **Medical Care** (see pages 63 through 91) and under the **MPSB** as to **Prescription Drugs** (see pages 128 through 138).

Different levels of benefits are paid under the **MHSA** depending upon whether you obtain **In-Network Services** or **Out-of-Network Services**. To receive the highest benefit level, you must use **In-Network Services**. To receive the maximum benefit that is payable when you use certain **Out-of-Network Services**, you must comply with United Behavioral Health **Notification** requirements described on pages 102 through 106. Please note the required timeframes for **Notification**.

All questions about Plan benefits, rules and procedures with regard to **Mental Health Care** or **Substance Abuse Care**, including the names of **United Behavioral Health Providers** in your area, or any question about the Plan’s definitions of **Mental Health Care** or **Substance Abuse Care** (see pages 175 through 176 and pages 185 through 186), or whether the **MHSA** applies to a particular sickness or injury, should be directed to United Behavioral Health at the phone number listed on page 8, or you may visit the website listed on page 8.

## **Percentage of Eligible Expenses Payable – Prior to January 1, 2015**

For **Eligible Employees** and their **Eligible Dependents**, the **MHSA** pays the following:

For inpatient **In-Network Services** for **Eligible Employees** and their **Eligible Dependents** enrolled in the **MMCP** or **CHCB**:

- 100% of the **Eligible Expenses**.
- No fixed-dollar co-payment is required with respect to inpatient **In-Network Services**.
- Inpatient services include less intensive alternatives to acute care facilities, such as residential treatment, partial hospitalization, intensive outpatient treatment, group homes, halfway houses and structured outpatient treatment.
- Inpatient stays are covered on a semi-private room basis.

For outpatient **In-Network Services** for **Eligible Employees** and their **Eligible Dependents** enrolled in the **MMCP** or **CHCB**, 100% of the **Eligible Expenses**, other than **Prescription Drugs**, after you or your **Eligible Dependent** makes a \$15 fixed-dollar co-payment for each office visit.

*There is no annual deductible with respect to **In-Network Services**.*

*There is no annual Out-of-Pocket Maximum with respect to **In-Network Services**.*

Effective January 1, 2013, **Eligible Expenses** for **ACA Preventive Health Services** rendered by **United Behavioral Health Providers** will be paid at 100% with no fixed-dollar co-payment applied.

For inpatient and outpatient **Out-of-Network Services** for **Eligible Employees** and their **Eligible Dependents** enrolled in the **MMCP** or **CHCB**:

- 85% of the **Eligible Expenses** incurred in a calendar year that exceed the applicable deductible.
- Only 68% of the **Eligible Expenses** will be paid if you do not provide the required **Notification** (as described on page 105) for certain **Out-of-Network Services** to United Behavioral Health, or United Behavioral Health determines that such service or supply, although a **Covered Health Service**, is not **Medically Appropriate**. Please note the required timeframes for **Notification**.
- Inpatient stays are covered on a semi-private room basis.
- Less intensive alternatives to acute care facilities, such as residential treatment, partial hospitalization, intensive outpatient treatment, group homes, halfway houses and structured outpatient treatment are covered as inpatient services.

### **Percentage of Eligible Expenses Payable – On and After January 1, 2015**

For **Eligible Employees** and their **Eligible Dependents**, the **MHSA** pays the following:

For inpatient **In-Network Services** for **Eligible Employees** and their **Eligible Dependents** enrolled in the **MMCP** or **CHCB**:

- 100% of the **Eligible Expenses**.
- No fixed-dollar co-payment is required with respect to inpatient **In-Network Services**.
- Inpatient services include less intensive alternatives to acute care facilities, such as residential treatment, group homes and halfway houses.
- Inpatient stays are covered on a semi-private room basis.

For outpatient **In-Network Services** received by **Eligible Employees** and **Eligible Dependents** enrolled in the **MMCP**:

- 100% of the **Eligible Expenses**, other than **Prescription Drugs**, after you or your **Eligible Dependent** makes a \$15 fixed-dollar co-payment for each office visit.
- Outpatient services not considered an office visit are paid at 100% of **Eligible Expenses**; these services include less intensive alternatives to acute care facilities, such as partial hospitalization, intensive outpatient treatment and structured outpatient treatment.

For outpatient **In-Network Services** received by **Eligible Employees** and **Eligible Dependents** enrolled in the **CHCB**:

- 100% of the **Eligible Expenses**, other than **Prescription Drugs**.
- Outpatient services include less intensive alternatives to acute care facilities, such as partial hospitalization,

intensive outpatient treatment and structured outpatient treatment.

*There is no annual deductible with respect to **In-Network Services**.*

*There is no annual Out-of-Pocket Maximum with respect to **In-Network Services**.*

**Eligible Expenses** for **ACA Preventive Health Services** rendered by **United Behavioral Health Providers** will be paid at 100% with no fixed-dollar co-payment applied.

For inpatient and outpatient **Out-of-Network Services** for **Eligible Employees** and their **Eligible Dependents** enrolled in the **MMCP** or **CHCB**:

- 85% of the **Eligible Expenses** incurred in a calendar year that exceed the applicable deductible.
- Only 68% of the **Eligible Expenses** will be paid if you do not provide the required **Notification** (as described on page 105) for certain **Out-of-Network Services** to United Behavioral Health, or United Behavioral Health determines that such service or supply, although a **Covered Health Service**, is not **Medically Appropriate**. Please note the required timeframes for notification.
- Inpatient stays are covered on a semi-private room basis.
- Less intensive alternatives to acute care facilities, such as residential treatment, group homes and halfway houses are covered as inpatient services.
- Less intensive alternatives to acute care facilities, such as partial hospitalization, intensive outpatient treatment,



and structured outpatient treatment are covered as outpatient services.

### **Annual Deductibles – Out-of-Network Services Only**

There are two types of deductibles for **Out-of-Network Services**, an Individual Deductible and a Family Deductible. Payments made towards satisfying any deductible under the **CHCB**, and the **Out-of-Network Services** portion of the **MMCP**, will also count towards satisfying the applicable deductible under the **MHSA**, and vice versa.

- The amount of the Individual Deductible is \$100. It applies separately to each **Covered Family Member** each calendar year.
- The Family Deductible is \$300. This is the most you and your **Eligible Dependents** will have to pay for Individual Deductibles under this Plan in any calendar year. This Family Deductible applies no matter how many **Covered Family Members** you have. Only **Eligible Expenses** which count towards a person's Individual Deductible count towards the Family Deductible.

### **Annual Out-of-Pocket Maximum – Out-of-Network Services Only**

The Out-of-Pocket Maximum limits the amount of **Eligible Expenses** you will have to pay in a calendar year for **Out-of-Network Services**.

There are two types of Out-of-Pocket Maximums for **Out-of-Network Services**, Individual and Family.

- The Individual Out-of-Pocket Maximum is \$1,500 each calendar year.

- The Family Out-of-Pocket Maximum is \$3,000 each calendar year. This Family Out-of-Pocket Maximum applies no matter how many **Covered Family Members** you have. Only **Eligible Expenses** which count towards a person's Individual Out-of-Pocket Maximum count towards the Family Out-of-Pocket Maximum.

When the annual Out-of-Pocket Maximum is met, the **MHSA** pays 100% of **Eligible Expenses** for the remainder of the calendar year, except that only 80% of **Eligible Expenses** for certain **Out-of-Network Services** will be paid if you do not provide the required **Notification** to United Behavioral Health, or United Behavioral Health determines that the service or supply, although a **Covered Health Service**, is not **Medically Appropriate**. See page 102 for the **Notification** requirements. Please note the required timeframes for **Notification**.

Payments made towards satisfying the Out-of-Pocket Maximum under the **CHCB** and the **Out-of-Network Services** portion of the **MMCP** will also count towards satisfying the Out-of-Pocket Maximum under the **MHSA**, and vice versa.

The following expenses do not count in determining if any Out-of-Pocket Maximum has been met:

- Charges you pay that are in excess of the **Reasonable Charge**.
- Charges you pay that are in excess of specific Plan limits or exclusions or for expenses not covered by the Plan.
- Any fixed-dollar co-payments you make under the **MMCP** or **MHSA** or any co-payments you make under the **MPSB** (including other **MPSB** charges, such as coinsurance or the difference in cost between the equivalent **Generic Drug** and the **Brand Name Drug** dispensed).

- Any coinsurance you pay for **In-Network Services** under the **MMCP**.
- Any charges you pay towards any deductible under the **MMCP**, the **CHCB** or the **MHSA**.
- Charges you pay as a result of the 20% reduction in benefits under the **Out-of-Network Services** portion of the **MMCP** if (i) a required notice under the applicable care coordination/medical management procedures of the company administering your **MMCP** is not given or (ii) that company determines that the service or supply, although a **Covered Health Service**, is not **Medically Appropriate**.
- Charges you pay as a result of the 20% reduction in benefits under the **Out-of-Network Services** portion of the **MHSA** if (i) you do not provide required **Notification** to United Behavioral Health or (ii) United Behavioral Health determines that the service or supply, although a **Covered Health Service**, is not **Medically Appropriate**. The United Behavioral Health **Notification** requirements are described on pages 102 through 106. Please note the required timeframes for **Notification**.

## Obtaining Benefits

### In-Network Services

To obtain benefits for **In-Network Services**, you or your **Eligible Dependent** must receive **Covered Health Services** from a **United Behavioral Health Provider** or through an **Out-of-Network Authorization** (i.e., if a **United Behavioral Health Provider** is not available, you can receive authorization from United Behavioral Health to receive the services from a **Non-United Behavioral Health Provider** paid at In-Network benefit levels).

### **Limit on Patient Liability (Balance Billing)**

As long as you receive services from a **United Behavioral Health Provider**, or through an **Out-of-Network Authorization** prior to receiving specified services from a **Non-United Behavioral Health Provider**, your **Eligible Expenses** will be paid in accordance with the rules described above.

A **United Behavioral Health Provider** cannot charge you for any services which are not **Covered Health Services**, unless you agree to pay for them. The Plan does not cover them.

*You are responsible for verifying that a provider is a **United Behavioral Health Provider**. You should not assume that a referral from a **United Behavioral Health Provider** will always be to another **United Behavioral Health Provider**. You can verify that the provider is a **United Behavioral Health Provider**, or request an **Out-of-Network Authorization**, by calling United Behavioral Health's Member Services phone number listed on page 8, twenty-four hours a day, seven days a week. You may also use the website listed on page 8 using access code "Railroad" to find **United Behavioral Health Providers** in your area.*

**United Behavioral Health Providers** are responsible for **Notifying** United Behavioral Health that you will be receiving non-routine services. **United Behavioral Health Providers** have agreed that they will not charge you or an **Eligible Dependent** for any **Medically Appropriate** covered service or supply, except for the \$15 fixed-dollar co-payment for outpatient **In-Network Services** (beginning January 1, 2015, the \$15 fixed-dollar co-payment for outpatient **In-Network Services** applies only to **Eligible Employees** and **Eligible Dependents** enrolled under the **MMCP**).

No benefits are payable if United Behavioral Health determines that the service or supply is not a **Covered Health Service**.

*If you or an **Eligible Dependent** agrees to receive a service or supply from a **United Behavioral Health Provider** which is not a **Covered Health Service**, no benefits will be paid by the Plan and you or the **Eligible Dependent** will be fully responsible for all expenses related to such non-covered service or supply.*

## **Out-of-Network Services**

To obtain benefits for **Out-of-Network Services** you or your **Eligible Dependent** receive from a **Non-United Behavioral Health Provider**, you must submit a claim as described on page 196.

If you or your **Eligible Dependent** receive services from a **Non-United Behavioral Health Provider** and you do not receive an **Out-of-Network Authorization**, the MSHA will pay for **Medically Appropriate Out-of-Network Services** in accordance with the terms described under “Percentage of Eligible Expenses Payable,” on pages 93 through 97, provided you have satisfied any applicable deductible.

*To receive the maximum benefit for **Out-of-Network Services**, you must comply with the **Notification** requirements set forth on pages 102 through 106. If you have any questions about what services may require **Notification**, please call United Behavioral Health’s Member Services number listed on page 8.*

No benefits are payable if United Behavioral Health determines that the service or supply is not a **Covered Health Service**.

If United Behavioral Health determines that a service is not a **Covered Health Service** or is not **Medically Appropriate**, you or your **Non-United Behavioral Health Provider** can appeal that determination. See pages 211 through 219 for a description of the appeal process.

United Behavioral Health will provide notice of its benefit coverage determinations directly to you, except, when the

patient is one of your **Eligible Dependents**, it is administratively feasible to notify him or her directly, and United Behavioral Health has been informed:

- that the patient is a minor living with a custodial parent or guardian who is not you; or
- of a specific situation and United Behavioral Health determines that it is otherwise appropriate to provide such benefit coverage determination directly to the patient.

### **Required Notification for Certain Out-of-Network Services Under the MHSA**

To obtain the maximum amount payable for **Out-of-Network Services** under the **MHSA**, you (or your representative or provider) must **Notify** United Behavioral Health as soon as possible after you know that you or your **Eligible Dependent** require any of the following **Out-of-Network Services**:

- Inpatient admission to a **Non-United Behavioral Health Facility**;
- Less intensive inpatient or outpatient care alternatives to acute care facilities, such as residential treatment, partial hospitalization, intensive outpatient treatment, group homes, halfway houses or structured outpatient treatment;
- Outpatient electro-convulsive treatment;
- Psychological testing; or
- Extended outpatient treatment visits beyond 45-50 minutes in duration with or without medication management.

## **When and How to Provide the Required Notice to United Behavioral Health**

*You are responsible for calling United Behavioral Health to provide the required **Notification**.* You should contact United Behavioral Health by calling the Member Services phone number listed on page 8. You can call at any time, day or night. If you call outside the company's usual hours of operation, you may leave a message with your telephone number on an answering machine, and your call will be returned within one working day. Except in the case of an **Emergency**, you or your provider must provide **Notification** prior to receiving the services listed above, and in sufficient time to allow United Behavioral Health to complete a review of the request before the services are rendered. After receiving **Notification**, United Behavioral Health will determine, before you incur expenses, if the service is a **Covered Health Service** and, if so, whether it is **Medically Appropriate**. In the absence of sufficient advance notice, United Behavioral Health may not be able to complete its review and make its determination.

*If you receive the above specified services covered under the **MHSA** from a **Non-United Behavioral Health Provider** without a determination by United Behavioral Health that the services are **Medically Appropriate**, benefits will be reduced by 20% of the amount that would otherwise have been payable. This reduction in benefits applies both before and after the annual Out-of-Pocket Maximum is reached, and the **Non-United Behavioral Health Provider** may balance bill you for the difference.*

## **Inpatient Admission following an Emergency**

For an inpatient admission at a **Non-United Behavioral Health Facility** which follows an **Emergency**, you (or your representative or **Physician**) must call United Behavioral Health within forty-eight (48) hours (excluding weekends and

holidays) from the admission date. Members need not **Notify** United Behavioral Health when outpatient **Out-of-Network Services** are rendered on an **Emergency** basis.

Following **Notification** of the admission, United Behavioral Health will make a determination as to whether or not an **Emergency** existed, and if it does not, whether or not the treatment is a **Covered Health Service**. If such **Notification** is made and United Behavioral Health determines that an **Emergency** did exist and that the treatment is a **Covered Health Service**, the Plan will pay the level of benefits for **In-Network Services** for any services covered under the **MHSA** that are received during the **Emergency**.

If **Notification** to United Behavioral Health is made as required and United Behavioral Health determines that an **Emergency** did not exist, but that the treatment rendered is a **Covered Health Service**, the Plan will pay the level of benefits for **Out-of-Network Services** for any services covered under the **MHSA** rendered by a **Non-United Behavioral Health Provider**.

The requirement to **Notify** United Behavioral Health in connection with certain **Out-of-Network Services** does not apply to injuries incurred by an **Eligible Employee** while on duty for an employing railroad, but United Behavioral Health is available to answer questions about proposed **Mental Health Care** or **Substance Abuse Care** treatment.

**Remember:** *This **Notification** obligation is your responsibility. It is not the responsibility of your **Physician**, your **Hospital** or any other provider.*



*The ultimate decision on your medical care must be made by you and your provider. Review by United Behavioral Health only determines whether the service is a **Covered Health Service**, and, if so, whether it is **Medically Appropriate**, solely for purposes of deciding what, if any, amounts are payable with respect to the service under the **MHSA**.*

## Effects on Benefits

If you do not provide the required **Notification** to United Behavioral Health:

- The benefit payable under the **MHSA** will be reduced from 85% to 68% of **Eligible Expenses** (i.e., the level of benefits for any **Out-of-Network Services** covered under the **MHSA** rendered by a **Non-United Behavioral Health Provider**, reduced by twenty percent (20%)). If you have satisfied your Out-of-Pocket Maximum, benefits will be reduced from 100% to 80% of **Eligible Expenses**.
- No benefits are payable if United Behavioral Health determines that the service is not a **Covered Health Service**.

The United Behavioral Health **Notification** requirements are described on pages 102 through 106. Please note the required timeframes for notification.

## Concurrent and Retroactive Review

**Out-of-Network Services** for which you do not **Notify** United Behavioral Health in accordance with the requirements explained above will be subject to concurrent and retroactive review to determine whether the services are **Medically Appropriate**. The benefits payable by the **MHSA** will be reduced by 20% if you do not provide the required **Notice** or

United Behavioral Health determines that the services are not **Medically Appropriate**.

### **Integrated Mental Health Services**

United Behavioral Health also provides integrated mental health services. These services focus on providing information about treating and managing certain medical and mental health conditions occurring at the same time. United Behavioral Health will contact you if it determines that integrated mental health services are appropriate in your case. Participation is voluntary, and there is no charge to **Covered Family Members** for these services.

Through integrated mental health services, benefits for alternative treatment may be offered to you or your **Eligible Dependent** when it is appropriate and cost effective. The decision to accept alternative treatment rests with the patient and **Physician**.

\* \* \* \*

*Exclusions applicable to this **MHSA** are set forth under the heading “General Exclusions and Limitations” on pages 139 through 148. Also, your benefits may be reduced if you or your **Eligible Dependent** has health benefits under another plan. These benefit reductions are described under the heading “Coordination of Benefits” on pages 149 through 155. Other limitations with respect to Dependents Health Care Benefits are described on pages 48 through 51.*

## **Eligible Expenses and Covered Health Services**

**(Applicable to the Managed Medical Care Program, the Comprehensive Health Care Benefit and the Mental Health and Substance Abuse Care Benefit)**

**Eligible Expenses** are the actual cost to you of the **Reasonable Charges** (defined on pages 182 through 184) for **Covered Health Services**.

A **Covered Health Service** is a service or supply that meets all of the following criteria:

- It is needed because of sickness, injury or pregnancy.
- It is supported by national medical standards of practice.
- It is consistent with conclusions of prevailing medical research that demonstrates that the service or supply has a beneficial effect on health outcomes and is based on trials that meet the following designs:
  - Well-conducted randomized controlled trials. (Two or more treatments are compared to each other, and the patient is not allowed to choose which treatment is received.)
  - Well-conducted cohort studies. (Patients who receive study treatment are compared to a group of patients who receive standard therapy. The comparison group must be nearly identical to the study treatment group.)
- It is a service or supply that is described under the heading "List of Covered Health Services" on pages 109 through 127 of this booklet and is not excluded

under “General Exclusions and Limitations” (pages 139 through 148).

- It is provided to a **Covered Family Member** while the Plan is in effect and prior to the date that any of the individual termination conditions set forth in this booklet apply to the patient.

A service or supply is not a **Covered Health Service** just because it is furnished or ordered by your provider. To determine if they are **Covered Health Services**, the services and supplies you receive will be reviewed:

- for the **MMCP**, by Aetna, UnitedHealthcare or Highmark BCBS, whichever administers your **MMCP**,
- for the **CHCB** by UnitedHealthcare or Highmark BCBS, whichever administers your **CHCB**,
- for the **MHSA**, by United Behavioral Health.

A determination that a service or supply is not a **Covered Health Service** may apply to the entire service or supply or to any part of the service or supply.

If you have any questions as to whether services or supplies ordered or recommended by your provider are **Covered Health Services**, you may call the Member Services phone number listed on page 8 for the company administering your benefits.

## **List of Covered Health Services**

**Acupuncture**, when performed by a **Physician**

### **Ambulatory Surgical Center Services**

Services given within 72 hours before or after a surgical procedure. The services have to be given in connection with the procedure.

### **Anesthetics**

### **Birth Center Services**

### **Chemotherapy**

### **Durable Medical Equipment**

Durable medical equipment means equipment that meets all of the following criteria:

- It is for repeated use and is not consumable or disposable.
- It is used primarily for a medical purpose.
- It is appropriate for use in the home.

Some examples of durable medical equipment are:

- Appliances that replace a lost body organ or part or help an impaired one to work.
- Orthotic devices such as arm, leg, neck and back braces.
- Hospital-type beds.

- Equipment needed to increase mobility, such as a wheelchair.
- Respirators or other equipment for the use of oxygen.
- Monitoring devices.

*Care coordination/medical management at the company administering your benefits must be contacted for any purchase or rental which exceeds \$1,000. It will determine whether the purchase or rental of the equipment is **Medically Appropriate**.*

### **Hearing Benefit**

- Cochlear Implants
- Up to a maximum payment of \$600 each calendar year for tests and examinations, including those by an audiologist or a hearing aid dispenser, to diagnose and determine the cause of a hearing loss, and for a hearing aid necessary to restore lost, or help impaired, hearing.

### **Home Health Care Agency Services**

- Part-time or intermittent nursing care rendered by or supervised by a registered nurse.
- Part-time or intermittent care by a home health aide.
- Physical therapy, occupational therapy, and speech therapy, each with limits as described under the headings “Physical Therapy,” “Occupational Therapy,” and “Speech Therapy,” respectively.
- **Prescription Drugs.**

- Medical supplies.
- X-rays and laboratory tests.

Visits made by members of the home health care team for **Out-of-Network Services** under the **MMCP** will be limited to 40 visits each calendar year.

### **Hospice Care Services**

Up to a maximum payment of \$3,000 for each Course of Care for room, board, care and treatment charged by the **Hospice**.

Up to a maximum payment of \$1,000 for each Course of Care for:

- Counseling for the patient and the patient's Immediate Family. Services must be given by a licensed **Social Worker** or a licensed pastoral counselor.
- Bereavement counseling up to 15 visits for the patient's Immediate Family. Services must be given by a licensed **Social Worker** or a licensed pastoral counselor and given within 6 months after the patient's death.

The **Physician** must certify that the patient is terminally ill with 6 months or less to live.

"Immediate Family" means you or any member of your family who is covered under this Plan.

"Course of Care" means all services given to the patient and the patient's Immediate Family in connection with the terminal illness of the patient.

Any counseling services given in connection with a terminal illness will not be considered as **Mental Health Care** or **Substance Abuse Care**.

Services provided by a licensed pastoral counselor to a member of his/her congregation in the course of his/her normal duties as a pastor or minister will not be considered a **Covered Health Service**.

### **Hospital Services**

Services and supplies provided by a **Hospital** on an inpatient or outpatient basis.

If charges are made for a private room, **Eligible Expenses** will be limited to the **Hospital's** average daily charge for a semi-private room.

*The Plan does not, and generally may not under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a normal vaginal delivery, or less than 96 hours following a Caesarean section, or require that a provider obtain authorization from the Plan, from care coordination/medical management or through any other utilization management procedure for prescribing a length of stay not in excess of the above periods. However, the Plan may pay for a shorter stay if the attending provider (e.g., your **Physician, Nurse-Midwife,** or physician assistant), after consultation with the mother, discharges the mother or newborn earlier. Also, under federal law, the Plan may not set the level of benefits for out-of-pocket costs so that any later portion of the 48-hour (or 96-hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.*

### **Infertility Treatment**

Diagnosis and treatment of infertility, including surgery and drug therapy. This does not include procedures or services to facilitate a pregnancy, such as, but not limited to, in vitro



fertilization, embryo transfer, artificial insemination and immuno therapy for infertility.

### **Jaw Joint Disorders**

Up to a lifetime maximum payment of \$1,250 for services for treatment in connection with the temporomandibular joint (jaw joint or “TMJ”) and the complex of muscles, nerves and other tissues related to that joint. (This lifetime maximum payment limitation does not apply to **In-Network Services** under the **MMCP**.)

Only the following services and supplies are covered:

- Fixed or removable appliances.
- Crowns and other restorations or alterations of the tooth structure.
- Adjustments to the appliances, crowns and other restorations or alterations.

### **Medical Supplies**

- Surgical supplies (such as bandages and dressings). Supplies given during surgery or a diagnostic procedure are included in the overall cost for that surgery or diagnostic procedure.
- Blood or blood derivatives only if not donated or replaced.

### **Mental Health and Substance Abuse Services**

Mental Health and Substance Abuse Services consist of the following services, whether received on an inpatient or outpatient basis (unless otherwise specified):

- Diagnostic evaluations and assessments.
- Treatment planning.
- Referral services.
- Medication management.
- Individual, family, therapeutic group and provider-based counseling and case management services.
- Crisis intervention.
- Halfway house services.
- Ambulatory Detox (also known as outpatient detox).
- Partial hospitalization/day treatment.
- Services at a residential treatment facility.
- Intensive outpatient treatment.
- Mental Health Care and Substance Abuse Care on an acute inpatient basis (including inpatient detox).

### **Nursing Services**

Services of a trained nurse or a **Nurse-Midwife**, other than Services of a trained nurse or a **Nurse-Midwife** with respect to **Mental Health Care** or **Substance Abuse Care**.

### **Occupational Therapy**

Services of a licensed occupational therapist, provided the following conditions are met:

- The therapy must be ordered and monitored by a **Physician**.
- The therapy must be given in accordance with a written treatment plan approved by a **Physician**. The therapist must submit progress reports to the **Physician** at the intervals stated in the treatment plan.
- The therapy must be expected to result in significant, objective, measurable physical improvement in the **Covered Family Member's** condition.

#### **Organ/Tissue Transplants**

- Donor Charges

In the case of an organ or tissue transplant, no services or supplies for the donor are considered **Covered Health Services** unless the recipient is a **Covered Family Member**. If the recipient is not a **Covered Family Member**, no benefits are payable for donor charges.

The search for bone marrow/stem cell from a donor who is not biologically related to the patient is not considered a **Covered Health Service** UNLESS the search is made in connection with a transplant procedure arranged by a **Transplant Facility**.

- **Qualified Procedures**

If a Qualified Procedure, listed below, is **Medically Appropriate**, the Medical Care and Treatment provision set forth below will apply. The Qualified Procedure may be performed at a **Transplant Facility** or a **Network Transplant Facility**. Under **MMCP**, if a Qualified Procedure is not performed at a **Transplant Facility** or a **Network Transplant Facility**, the **Eligible Expenses** for

the Qualified Procedure will be paid at the Out-of-Network level of benefits:

- Heart transplants.
- Lung transplants.
- Heart/Lung transplants.
- Liver transplants.
- Kidney transplants.
- Pancreas transplants.
- Kidney/Pancreas transplants.
- Bone Marrow/Stem Cell transplants.
- Other transplant procedures that the company that administers your **CHCB** or **MMCP** determines are **Medically Appropriate**.

- **Medical Care and Treatment**

The following services provided in connection with the transplant are **Covered Health Services**:

- Pre-transplant evaluation for one of the procedures listed above.
- Organ acquisition and procurement.
- **Hospital** and **Physician** fees.
- Transplant procedures.

- Follow-up care for a period up to one year after the transplant.
- Search for bone marrow/stem cell from a donor who is not biologically related to the patient. If a separate charge is made for a bone marrow/stem cell search, a maximum benefit of \$25,000 is payable for all charges made in connection with the search.

- **Transportation and Lodging**

The following benefits for Transportation and Lodging expenses are available for those **Medically Appropriate** Qualified Procedures, as listed above, that are performed at a **Network Transplant Facility**. If a **Network Transplant Facility** is not used, then these Transportation and Lodging benefits will not be covered.

Care coordination/medical management will assist the patient and family with travel and lodging arrangements. Expenses for travel, lodging and meals for the transplant recipient and a companion are available under this Plan as follows:

- Reasonable and necessary expenses for transportation of the patient and one companion who is traveling on the same day(s) to and/or from the site of the transplant for the purposes of an evaluation, the transplant procedure or necessary post-discharge follow-up.
- Reasonable and necessary expenses for lodging and meals for the patient (while not confined) and one companion. Benefits are paid at a per diem rate of up to \$50 for one person or up to \$100 for two people.

Travel and lodging expenses are only available if the transplant recipient resides more than 50 miles from the **Network Transplant Facility**.

If the **Covered Family Member** who is the patient is a minor child, the transportation expenses of two companions will be covered and lodging and meal expenses will be reimbursed up to the \$100 per diem rate.

There is a combined overall lifetime maximum of \$10,000 per **Covered Family Member** for all transportation, lodging and meal expenses incurred by the transplant recipient and companion(s) and reimbursed under this Plan in connection with all transplant procedures.

If you or your **Eligible Dependents** receive reimbursement for meals associated with this Transportation and Lodging benefit that are not part of inpatient care, federal tax rules require that such reimbursements be reported as taxable income to the **Eligible Employee**. You will receive appropriate notification of any such taxable amounts paid to you.

### **Physical Therapy**

Services of a licensed physical therapist, provided the following conditions are met:

- The therapy must be ordered and monitored by a **Physician**.
- The therapy must be given in accordance with a written treatment plan approved by a **Physician**.
- The therapist must submit progress reports to the **Physician** at the intervals stated in the treatment plan.

- The therapy must be expected to result in significant, objective, measurable physical improvement in the **Covered Family Member's** condition.

### **Physicians' Services**

- **Medical Care** and Treatment
  - **Hospital**, office and home visits.
  - Emergency room services.
- Surgery
  - Surgical procedures to treat a sickness, injury or pregnancy.
  - Reconstructive Surgery:
    - Reconstructive surgery to improve the function of a body part when the malfunction is the direct result of a birth defect, a sickness or an accidental injury.
    - Reconstructive breast surgery in connection with a mastectomy as follows:
      - all stages of reconstruction of the breast on which the mastectomy has been performed;
      - surgery and reconstruction of the other breast to produce a symmetrical appearance; and
      - prostheses and physical complications of mastectomy,

including lymphedemas (sometimes referred to as swelling associated with the removal of lymph nodes);

in a manner determined in consultation with the attending **Physician** and the patient.

- Reconstructive surgery to remove scar tissue on the neck, face, or head if the scar tissue is due to sickness or accidental injury.
- Cosmetic procedures are excluded from coverage, except for surgeries for injuries sustained while or before the patient is covered by the Plan. Procedures that correct a physical anomaly without improving or restoring physiologic function are considered cosmetic procedures. The fact that a **Covered Family Member** may suffer psychological consequences or socially avoidant behavior as a result of an injury, sickness or congenital anomaly does not classify surgery or other procedures done to relieve such consequences or behavior as a reconstructive procedure.
- Assistant Surgeon Services
  - **Eligible Expenses** for assistant surgeon services are limited to 1/5 of the amount of **Eligible Expenses** for the surgeon's charge for the surgery. An assistant surgeon must be a **Physician**. A surgical



assistant's services are covered at the same or a lesser rate.

- Multiple Surgical Procedures

Multiple surgical procedures means more than one surgical procedure performed during the same operative session. **Eligible Expenses** for multiple surgical procedures are limited as follows:

- **Eligible Expenses** for a secondary procedure limited to 50% of the **Eligible Expenses** that would otherwise be considered for the secondary procedure had it been performed during a separate operative session.
- **Eligible Expenses** for any subsequent procedure are limited to 50% of the **Eligible Expenses** that would otherwise be considered for the subsequent procedure had it been performed during a separate operative session.

- Specialty Resource Services

- Under the **MMCP**, you may be eligible for enhanced benefits associated with bariatric surgery, certain cancers and kidney disease if you participate in Specialty Resource Services. See pages 81 through 82 for more information.

### **Prescription Drugs**

**Prescription Drugs** other than those obtained from a pharmacy or by mail order.

## Preventive Health Care

### Preventive Health Care – MMCP In-Network Services and, Effective January 1, 2013, CHCB Services and MHPA In-Network Services

**Eligible Expenses** for **ACA Preventive Health Services** are covered with no fixed-dollar co-payment, deductible or coinsurance under the **In-Network Services** portion of the **MMCP** when given by an **In-Network Provider** in accordance with accepted principles of practice in the United States at the time of service. Effective for services rendered on or after January 1, 2013, **Eligible Expenses** for **ACA Preventive Health Services** are covered with no fixed-dollar co-payment, deductible or coinsurance under the **CHCB** and, when given by an **In-Network Provider**, under the **MHPA**, in accordance with accepted principles of practice in the United States at the time of service.

In addition, to the extent they are not **ACA Preventive Health Services**, **Eligible Expenses** for the health care services listed below are covered under the **In-Network Services** portion of the **MMCP** when given by an **In-Network Provider** in accordance with accepted principles of practice in the United States at the time of service. The \$20 or \$35 fixed-dollar co-payment, depending on the type of **Physician** you visit, for each office visit will apply to these services:

- Routine physical exams for you and your **Eligible Dependent** spouse, including diagnostic tests and immunizations.
- Child preventive care services given in connection with routine pediatric care, including immunizations.
- Phenylketonuria blood tests (PKU) for infants under the age of one year.
- One routine well-woman exam every calendar year. A well-woman exam may be given by any gynecologist

listed in your directory of **In-Network Providers**. A well-woman exam includes the following:

- Breast examination and/or mammogram.
- Pelvic examination.
- Pap smear.
- Office visits for female employees and the wives of male employees related to the prevention of pregnancy, including prescription contraceptive drugs approved by the U.S. Food and Drug Administration administered during those visits.
- Prescription contraceptive devices approved by the U.S. Food and Drug Administration.

In addition, to the extent they are not **ACA Preventive Health Services, Eligible Expenses** for certain health care services are covered under the **CHCB** or **Out-of-Network Services** portion of the **MMCP** as described in the chart below. **Eligible Expenses** are covered under the **CHCB** or **Out-of-Network** portion of the **MMCP** in excess of any applicable deductible and subject to the applicable coinsurance amount.

Service	Eligible Expenses	
	CHCB	MMCP Out-of-Network
Routine childhood immunizations, including boosters, for Diphtheria, Pertussis or Tetanus (DPT), measles, mumps, rubella and polio	Up to age 18	Generally age 6 and under
Phenylketonuria blood tests (PKU)	Infants under age of one year	Infants under age of one year
Routine pap smear	One per year for women	One per year for women
Baseline mammogram	One for women age 35 through 39	One for women age 35 through 39

<b>Eligible Expenses</b>		
<b>Service</b>	<b>CHCB</b>	<b>MMCP Out-of-Network</b>
Periodic mammogram	One every two years for women age 40 through 49, or more frequently if recommended by a <b>Physician</b>	One every two years for women age 40 through 49, or more frequently if recommended by a <b>Physician</b>
Annual mammogram	One per year for women age 50 or over	One per year for women age 50 or over
Digital rectal examination	One per year for members age 40 or over	One per year for members age 40 or over
Stool blood slide test	One per year after age 49	One per year after age 49
Proctosigmoidoscopy	One every three years after age 49	One every three years after age 49
Office visits related to prevention of pregnancy, including prescription contraceptive drugs approved by the U.S. Food and Drug Administration administered during the visit	For female employees and wives of male employees	For female employees and wives of male employees
Prescription contraceptive devices approved by the U.S. Food and Drug Administration	For female employees and wives of male employees	For female employees and wives of male employees
Routine physical examination, including diagnostic tests and immunizations.	One per year. Note that no deductible or coinsurance percentage applies. The <b>CHCB</b> will pay 100% of the first \$150 of <b>Eligible Expenses</b> and 75% of any <b>Eligible Expense</b> in excess of \$150.	Not covered

### **Preventive Health Care – CHCB Services Rendered Prior to January 1, 2013**

For information related to Preventive Health Care services under **CHCB** which were rendered prior to January 1, 2013, call the Member Services phone number listed on page 8 for the company administering your benefits.

#### **Psychologists' Services**

Services of a **Psychologist** if such services would have been covered if performed by a **Physician**.

#### **Radiation Therapy**

#### **Skilled Nursing Facility Care After Hospital Confinement**

Services and supplies up to 31 days of confinement following each **Hospital** confinement are covered under the **CHCB**. Services and supplies up to 60 days of confinement following each **Hospital** confinement per calendar year are covered for both **In-Network Services** and **Out-of-Network Services**, combined, under the **MMCP**.

Separate confinements for the same cause are considered to be one confinement, unless separated by 14 or more days.

If charges are made for a private room, **Eligible Expenses** will be limited to the **Skilled Nursing Facility's** daily charge for a semi-private room.

#### **Speech Therapy**

Services given to restore speech. The speech must have been lost or impaired due to one of the following:

- Removal of vocal chords, or

- Cerebral thrombosis (cerebral vascular accident), or
- Brain damage due to injury or organic brain lesion (aphasia).

In addition, with respect to a child under age 3, services given as part of treatment for:

- Infantile autism,
- Developmental delay,
- Cerebral palsy,
- Hearing impairment,
- Major congenital anomalies that affect speech such as, but not limited to, cleft lip and cleft palate.

The therapy must be expected to result in significant, objective, measurable physical improvement in the **Covered Family Member's** condition.

### **Spinal Manipulations**

Services of a **Physician** given for the detection or correction (manipulation) by manual or mechanical means of structural imbalance or distortion in the spine.

No benefits are available for any type of therapy, service or supply, including, but not limited to, spinal manipulations by a chiropractor or other **Physician** once the therapy, service or supply ceases to be therapeutic and is instead administered to maintain a level of functioning or to prevent a medical problem from occurring or reoccurring.

### **Transportation Services - Emergency**

Transportation services must be to a **Facility** in your local area. If there are no local **Facilities** equipped to provide the care needed, transportation service to the nearest **Facility** outside your local area qualified to give the required treatment is covered.

### **Transportation Services – Additional Benefits for Substance Abuse Care under the MHSA**

In addition to the emergency transportation services benefit described above, for **Substance Abuse Care**, transportation to or from a **Facility** that United Behavioral Health determines provides the most appropriate and economical treatment program. The maximum amount payable for this transportation benefit is \$500 per confinement.

**X-ray and Laboratory Tests**, other than radiological services performed at a **Convenient Care Clinic**.

## Managed Pharmacy Services Benefit

The **MPSB** covers **Prescription Drugs** that are approved for coverage (as determined pursuant to the coverage approval procedures described on pages 135 through 136) and that are given for the treatment or prevention of an injury, sickness or pregnancy. There are no deductibles or annual out-of-pocket maximums applicable to the **MPSB**.

### Prescription Drug Card Program

This program, administered by Express Scripts, pays for outpatient **Prescription Drugs** filled at either an In-Network Pharmacy or an Out-of-Network Pharmacy. The prescription drug identification card that you will receive under the **MPSB** may be used only at In-Network Pharmacies.

### In-Network Pharmacy

An In-Network Pharmacy is any pharmacy that participates in the Express Scripts retail network. For more information on which pharmacies participate in the Express Scripts retail network, go to page 8 for Express Scripts' website and phone number.

In-Network Pharmacies fill prescriptions for supplies of up to 21 days. In-Network Pharmacies dispense **Generic Drugs** whenever possible. They also dispense **Brand Name Drugs**.

### Generic Drugs

If a **Generic Drug** is dispensed, you pay only a \$5 co-payment.

### Brand Name Drugs

If a **Brand Name Drug** that is a **Formulary Drug** is dispensed for either of the following reasons, you pay only a \$25 co-payment:



- The **Brand Name Drug** is ordered by your **Physician** by writing “Dispense As Written” on the prescription.
- The **Brand Name Drug** is dispensed because there is no equivalent **Generic Drug**.

If a **Brand Name Drug** that is a **Formulary Drug** is dispensed instead of an equivalent **Generic Drug** for any reason other than those set forth above, you must pay:

- a \$25 co-payment, and
- the difference in cost between the **Generic Drug** and the **Brand Name Drug**.

If a **Brand Name Drug** that is a **Non-Formulary Drug** is dispensed for either of the following reasons, you pay only a \$45 co-payment:

- The **Brand Name Drug** is ordered by your **Physician** by writing “Dispense As Written” on the prescription.
- The **Brand Name Drug** is dispensed because there is no equivalent **Generic Drug**.

If a **Brand Name Drug** that is a **Non-Formulary Drug** is dispensed instead of an equivalent **Generic Drug** for any reason other than those set forth above, you must pay:

- a \$45 co-payment, and
- the difference in cost between the **Generic Drug** and the **Brand Name Drug**.

Any co-payments under the Prescription Drug Card Program and any difference in cost between a **Generic Drug** and **Brand Name Drug** are not **Eligible Expenses** under the **MMCP**, **CHCB**, or **MHSA**.

## Out-of-Network Pharmacy

An Out-of-Network Pharmacy is any pharmacy that does not participate in the Express Scripts Pharmacy Network. If you go to an Out-of-Network Pharmacy, you must pay the entire cost of each prescription at the time it is filled. Then you must submit a claim.

The Plan will pay 75% of the **Eligible Expenses** for up to a 21-day supply of a **Prescription Drug** that you buy at an Out-of-Network Pharmacy.

*If you attempt to obtain a supply of Prescription Drugs for a period in excess of 21 days at an In-Network or Out-of-Network Pharmacy, you will receive benefits only for a 21-day supply under the Plan.*

## Mail Order Prescription Drug Program

Under the Mail Order Prescription Drug Program, administered by Express Scripts, you may obtain **Prescription Drugs** by mail.

The **Prescription Drug** must be prescribed for you or one of your **Eligible Dependents**. You or your **Eligible Dependent** must be covered under the Plan when the prescription is received by Express Scripts. If you or your **Eligible Dependent** is not covered under the Plan when a new prescription is received by Express Scripts, this Mail Order Prescription Drug Program will still apply, but only if the following two conditions are met:

- the new prescription was prescribed while you or your **Eligible Dependent** was covered under the Plan, and
- Express Scripts received the prescription before the end of the calendar month following the month coverage was lost.

**Generic Drugs**, if available, will be dispensed unless the written prescription otherwise requires.

If a **Generic Drug** is dispensed, you pay only a \$5 co-payment.

If a **Brand Name Drug** that is a **Formulary Drug** is dispensed, you pay only a \$50 co-payment.

If a **Brand Name Drug** that is a **Non-Formulary Drug** is dispensed, you pay only a \$90 co-payment.

These co-payments are not **Eligible Expenses** under any other benefit of the Plan.

### **Obtaining Your Mail Order Drugs**

Mail your original prescription (no copies) or refill slip with the order form in the postage-paid envelope provided by Express Scripts, along with a check or money order for the appropriate co-payments. If you prefer to pay for all of your orders by credit card, you can join Express Scripts' automatic payment program by enrolling online or by calling the Member Services phone number listed on page 8.

Complete the information required on the order form. If you are submitting your first prescription, complete the Health Assessment Questionnaire as well.

The prescription must be written for a minimum 22-day supply of the drug and for no greater than the lesser of a 90-day supply, the supply the dispensing pharmacist deems appropriate in the exercise of his/her professional judgment, the quantity recommended by the manufacturer, and the maximum quantity permitted by applicable law.

If you need order forms or Health Assessment Questionnaires, or if you have any questions on how to submit an order, go to page 8 for Express Scripts' website and phone number.

## ACA Preventive Health Services

In general, any **Prescription Drug** that is filled at an **In-Network Pharmacy** or through the Mail Order Prescription Drug Program will be available under the **MPSB** at no cost to you if the drug is an **ACA Preventive Health Service** for you or your **Covered Family Member**. The following are exceptions to this general rule:

- Tobacco cessation **Prescription Drugs** are available at no cost only if those drugs are obtained through the Mail Order Prescription Drug Program.
- Effective January 1, 2013, non-emergency contraceptive **Generic Drugs** and single-source **Brand Name Drugs** are available at no cost only if those drugs are prescribed to a woman with reproductive capacity and obtained through the Mail Order Prescription Drug Program. Contraceptive multi-source **Brand Name Drugs** are not available at no cost under the **MPSB**.
- Effective January 1, 2013, emergency contraceptive **Generic Drugs** and single-source **Brand Name Drugs** are available at no cost only if those drugs are prescribed to a woman with reproductive capacity and obtained at an **In-Network Pharmacy**.

## Limitations Under The Managed Pharmacy Services Benefit

The benefit for any prescription filled at an In-Network or Out-of-Network Pharmacy is limited to a 21-day supply of the drug. An In-Network Pharmacy will not fill a prescription for more than a 21-day supply. ***If you attempt to obtain a supply of Prescription Drugs for a period in excess of 21 days at an In-Network or Out-of-Network Pharmacy, you will receive benefits only for a 21-day supply under the Plan.*** Benefits for supplies of **Prescription Drugs** for more than 21 days are

available under the **MPSB** only if the supply is ordered by mail, and then is limited to the quantity described under the heading “Obtaining Your Mail Order Drugs” on page 131.

If a prescription so provides, however, it may be refilled, except that any request for a refill that is made more than one year after the latest prescription was written will not be granted. Any refills that remain on a prescription expire one year after the original prescription was written.

You may obtain medicines (other than **Prescription Drugs**) under the Mail Order Prescription Drug Program (if available from Express Scripts by Mail Pharmacy Service), but not under the Prescription Drug Card Program, **MMCP**, **CHCB**, or **MHSA**. Such medicines must be prescribed for you by a **Physician** and, if necessary, be approved for coverage under the coverage approval procedures described on pages 135 through 136.

## **Not Covered**

The **MPSB** does not cover any expenses for the following drugs whether they are purchased from an In-Network Pharmacy, Out-of-Network Pharmacy or by mail order:

- Drugs given other than for:
  - the treatment of an injury,
  - the treatment of a sickness,
  - with respect to female employees and the wives of male employees or as otherwise required as an **ACA Preventive Health Service**, the prevention or treatment of a pregnancy.
- Drugs which are not approved for coverage under the coverage approval procedures described on pages 135 through 136.

- Drugs given in connection with a service or supply which is not a **Covered Health Service**.
- Drugs that are considered investigational because they do not meet generally accepted standards of medical practice in the United States.
- Drugs to treat infertility or vitamin supplements, except as otherwise required by the **ACA** or when ordered under the Mail Order Prescription Drug Program and, if necessary, approved for coverage. Please note that drug therapy for infertility is a **Covered Health Service** under the **MMCP**, **CHCB** and **MHSA**.
- Allergy serum, immunization agents and biological sera, except as otherwise required by the **ACA**.
- Prescribed devices or supplies of any type, including colostomy supplies and contraceptive devices, except as otherwise required by the **ACA**. However, please note that prescription contraceptive devices are **Covered Health Services** under the **MMCP** or **CHCB**.
- Drugs given by a **Physician** either in his or her office or as part of a home health care visit.
- Drugs given by a **Hospital** (including take-home drugs), **Skilled Nursing Facility**, **Home Health Care Agency** or similar place that is not a pharmacy, but has its own drug dispensary.
- Tobacco cessation medications that are not **ACA Preventive Health Services**, except if you obtain the medications under the Mail Order Prescription Drug Program and pay the applicable co-payments.

## **Rx Clinical Management Rules/Programs**

### **RationalMed ®**

As part of the **MPSB**, your **Physicians** and your **Eligible Dependents' Physicians** may receive information about **Prescription Drugs** through the RationalMed program. RationalMed drives improved clinical outcomes by detecting critical errors and gaps in care across the **MPSB** population. By integrating patient medical, pharmacy and lab data, RationalMed can rapidly identify health and safety issues and effect greater changes in therapy or treatment across all disease states. These actions could help prevent unnecessary and costly hospitalization and adverse effects, and also address gaps in essential care. Using thousands of continuously updated evidence based clinical rules, RationalMed identifies important safety risks.

There is no charge to you for information provided through the RationalMed program. Through the RationalMed program, benefits for alternative treatment may be offered to you or your **Eligible Dependents** when it is appropriate and cost effective. The decision to accept alternative treatment rests with the patient and **Physician**.

### **Coverage Approval (also known as Prior Authorization)**

For certain medications, Express Scripts must review the prescription with your **Physician** to determine whether the medication meets the requirements for coverage. For example, *Retin-A*® may be covered for acne, but not for cosmetic purposes.

- The coverage review uses **MPSB** rules based on U.S. Food and Drug Administration-approved prescribing and safety information, clinical guidelines, and uses that are considered reasonable, safe, and effective. If coverage is approved, you will pay the appropriate co-payments.
- The coverage review for certain medications helps assure that coverage is provided to those participants for whom the medication is safe, effective and appropriate.

### **Quantity/Dose Duration Program**

Certain medications are authorized for coverage in a limited quantity within a specified time period. This program evaluates the quantity and dosing of a medication over a specific timeframe and alerts the pharmacist to the need for a coverage review when the quantity or dose exceeds the covered amount.

### **Step Therapy Program**

For certain medications, this program requires that you first try one or more specified drugs to treat a particular condition before the **MPSB** will cover another (usually more expensive) drug that your doctor may have prescribed. Step therapy is intended to reduce costs for you and the Plan by encouraging the use of alternative medications that are equally effective when compared to the usually more expensive prescribed medications.

### **Personalized Medicine Program**

This program makes genetic testing available to you to optimize prescription drug therapies for certain conditions.



- The conditions, medications, and testing covered by the program will change periodically as new genetic tests become available and are included in the program.
- The most up to date information on the conditions and drugs covered by the program can be accessed online at or by calling Express Scripts Member Services.
- For participants who qualify based on Express Scripts specific criteria, the Personalized Medicine Program will include access to certain specified genetic tests administered and analyzed by one of several designated clinical laboratories, and a clinical program that includes consultation with the prescribing doctor about the test results by a representative of Express Scripts trained specifically in genetic testing.
- The results of the genetic tests are for informational purposes only. Any dosing or medication changes remain the sole discretion of the participant's doctor.
- Participation is voluntary and if you decide to participate, Express Scripts will manage your coverage under the program.
- Results are confidential and shared with you and your **Physician** only.
- Please contact the Member Services phone number listed on page 8 for more information.

### **Retail to Home Delivery Generic Copay Waiver Program**

This program allows you (and your **Eligible Dependents**) to sign up with Express Scripts to receive your first fill of a new generic prescription through the Mail Order Prescription Drug Program at no cost.

- A new generic prescription is one that has not been filed through the Express Scripts Pharmacy within the past 12 months.
- This program applies for any new generic prescription filled through the Mail Order Prescription Drug Program.
- Please contact the Member Services phone number listed on page 8 for more information.

\* \* \* \*

To find out more about your prescription drug plan, please visit Express Scripts online or call the Express Scripts Member Services phone number listed on page 8.

*Exclusions applicable to the **MPSB** are set forth under the heading “General Exclusions and Limitations” on pages 139 through 148. Also, your benefits may be reduced if you or your **Eligible Dependent** has health benefits under another plan. These benefit reductions are described under the heading “Coordination of Benefits” on pages 149 through 155. Other limitations with respect to Dependents Health Care Benefits are described on pages 48 through 51.*

## General Exclusions and Limitations

The Plan does not cover any expenses – even if they are **Eligible Expenses** – incurred for services, supplies, drugs, medical care, or treatment relating to, arising out of, or given in connection with, the following:

- Acupuncture, when not performed by a **Physician**;
- **Another Railroad Plan** – services and supplies for which an **Eligible Dependent** is entitled to benefits as an employee in connection with **Another Railroad Health and Welfare Plan**, except as stated on page 51;
- Completion of claim forms or missed appointments;
- Cosmetic/Reconstructive Surgery or treatment, except as specified on pages 119 through 120 of this booklet, including but not limited to:
  - Abdominoplasty.
  - Breast reduction surgery.
  - Liposuction.
  - Rhytidectomy.
- Cosmetic Services – such as, but not limited, to wigs or toupees (except for loss of hair resulting from treatment of a malignancy or permanent loss of hair from an accidental injury), hair transplants, hair weaving, or any drug if such drug is used in connection with baldness.
- Counseling Services, Treatment, or Education Services such as, but not limited to:

- Services given by a pastoral counselor, except as specified under “Hospice Care Services” on pages 111 through 112.
- Educational rehabilitation, or treatment of learning disabilities, regardless of the setting in which such services are provided.
- Treatment for personal or professional growth, development, or training or professional certification.
- Evaluation, consultation, or therapy for educational or professional training or for investigational purposes relating to employment.
- Examinations, testing, evaluations or treatment which may be required solely for purposes of obtaining or maintaining employment or insurance or pursuant to judicial order or administrative proceedings.
- Academic education during residential treatment.
- Therapies such as Erhard/The Forum, primal therapy, aversion therapy, bioenergetic therapy, crystal healing therapy.
- Counseling services and/or treatment related to such problems as financial, marital or occupational difficulties, adult anti-social behavior or parent-child relationships.
- Non-abstinence based or nutritionally based chemical dependency treatment.
- Education, training and bed and board while confined in an institution which is mainly a

school or other institution for training, a place of rest, a place for the aged or a nursing home.

- Sensitivity training, educational training therapy or treatment for an education requirement.

- **Custodial Care**

- Dental Implants

- Dental Services – care of and treatment to the teeth, gums or supporting structures except for:

- **Hospital**, radiology and pathology services while confined as an inpatient in a **Hospital** for dental surgery or within 72 hours of dental surgery,
- full or partial dentures, fixed bridgework, or repair to natural teeth, if needed because of injury to natural teeth, and
- charges for treatment of jaw joint disorders specifically provided in the Plan.

- Dependents:

- Except to the extent required by the **ACA**, the pregnancy of a dependent other than the employee's wife, or the resulting childbirth, abortion or miscarriage;
- A dependent child's or grandchild's expenses if the child or grandchild is receiving benefits for the same expenses under the Plan as an **Eligible Employee**;
- A dependent's work related injury or sickness - services or supplies for which your **Eligible**

**Dependent** is entitled to indemnity under any worker's compensation or similar law.

- Donor Expenses and Services - expenses incurred by an organ donor except as provided under the heading "**Eligible Employee**" (see pages 21 through 22) and under the description of "Organ/Tissue Transplants" (see pages 115 through 118); services for, or related to, the removal of an organ or tissue from a person for transplantation into another person, unless the transplant recipient is a **Covered Family Member** under this Plan and is undergoing a covered transplant.
- Ecological or environmental medicine, diagnosis and/or treatment, such as, but not limited to:
  - chelation therapy, except to treat heavy metal poisoning,
  - chemical analysis of hair or nails,
  - gastrogram,
  - Heidelberg capsule,
  - cytotoxic, sublingual or wrinkle allergy testing,
  - environmental chemical screening for toxins, and allergens.
- Examinations or treatment ordered by a court in connection with legal proceedings, unless such examinations or treatment otherwise qualify as **Covered Health Services**.
- Experimental or Investigational Services – medical, surgical, diagnostic, psychiatric, substance abuse or other health care services, technologies, supplies,

treatments, procedures, drug therapies or devices that, at the time a determination regarding coverage in a particular case is made under the Plan are:

- not approved by the U.S. Food and Drug Administration (“FDA”) to be lawfully marketed for the proposed use and not identified in the American Hospital Formulary Service, or the United States Pharmacopoeia Dispensing Information, as appropriate for the proposed use;

or

- subject to review and approval by any institutional review board for the proposed use;

or

- the subject of an ongoing clinical trial that meets the definition of a Phase 1, 2 or 3 clinical trial set forth in the FDA regulations, regardless of whether the trial is actually subject to FDA oversight.

If a **Covered Family Member** has a “life-threatening” sickness or condition (one which is likely to cause death within one year of the request for treatment), the company that administers your benefits may determine that an experimental, investigational or unproven service meets the definition of a **Covered Health Service** for the sickness or condition. For this to take place, the company that administers your benefits must determine that the service uses a specific research protocol that meets standards equivalent to those defined by the National Institutes of Health.

- Family Members – services, supplies, medical care or treatment given by one of the following members of your family:
  - Your spouse.
  - The child, brother, sister, parent or grandparent of either you or your spouse.
- Government Hospital – treatment in a United States government or agency hospital. However, if the United States government or one of its agencies is authorized by law to charge the Plan for the services provided, then this exclusion will not apply;
- Habilitative services, except diagnosis of autism/Pervasive Developmental Disorder and speech therapy for children under 3 years of age as part of a treatment for infantile autism, developmental delay, cerebral palsy, hearing impairment or major congenital anomalies that affect speech such as, but not limited to, cleft lip and cleft palate;
- Hearing Services – ear examinations or hearing aids for diagnosis or treatment of hearing loss, except to the extent needed for repair of damages caused by bodily injury or as set forth under the heading “Hearing Benefit” on page 110 of this booklet.
- Herbal medicine, holistic or homeopathic care, including drugs.
- **Hospital** Special Care Areas – charges made by a **Hospital** for confinement in a special area of the **Hospital** which provides non-acute care, by whatever name called, including but not limited to the type of care given by the facilities listed below. If that type of facility is otherwise covered under this Plan, then



benefits for that covered facility which is part of a **Hospital**, as defined, are payable at the coverage level for that facility, not at the coverage level for a **Hospital**.

- Adult or child day care center.
  - **Ambulatory Surgical Center.**
  - **Birth Center.**
  - Half-way house.
  - **Hospice.**
  - **Skilled Nursing Facility.**
  - **United Behavioral Health Facility or Non-United Behavioral Health Facility.**
  - Vocational rehabilitation center.
  - Any other area of a **Hospital** which renders services on an inpatient basis for other than acute care of sick, injured or pregnant persons.
- Long-term care services, which include medical and non-medical care, other than care at a skilled nursing facility, provided to individuals who are unable to perform basic activities of daily living such as dressing or bathing. Long-term care services are typically provided at assisted living facilities or nursing homes, but may also be provided at home.
- **Medicare**
    - services and supplies received while you or your **Eligible Dependent** is a **Person Eligible Under Medicare** if benefits are provided for such

expenses under Part A or Part B of **Medicare**, except to the extent necessary so that the sum of the benefits payable under this Plan and under Part A or Part B of **Medicare** equal the benefits which would have been payable under the Plan alone;

- services and supplies which are partially or wholly covered under **Medicare** during any period of time for which you or your **Eligible Dependent** has rejected this Plan as primary provider of health benefits;
- No Legal Obligation - services and supplies for which the **Covered Family Member** is not legally required to pay;
- Personal convenience or comfort items including, but not limited to, such items as TVs, telephones, first aid kits, exercise equipment, air conditioners, humidifiers, saunas and hot tubs.
- Pregnancy Facilitation or Prevention
  - Charges for procedures which facilitate a pregnancy but do not treat the cause of infertility, such as in vitro fertilization, artificial insemination, embryo transfer, gamete intrafallopian transfer, zygote intrafallopian transfer and tubal ovum transfer.
  - Male sterilization procedures, except to avoid a life-threatening condition.
  - With respect to the **MMCP** prior to January 1, 2013 and the **CHCB** prior to January 1, 2013, female sterilization procedures, except to avoid a life-threatening condition.

- With respect to the **Out-of-Network Services** portion of the **MMCP** on or after January 1, 2013, female sterilization procedures, except to avoid a life-threatening condition.
  - Reversal of sterilization.
- Preventive care, including newborn well-baby care, except as described under the heading “Preventive Health Care” on pages 122 through 125.
- Private duty nursing services while confined in a **Facility**.
- Routine foot care, including, but not limited to, nail cutting and trimming and removal of corns and calluses, except when required for the prevention of complications due to diabetes or severe systemic disease.
- Services given by volunteers or persons who do not normally charge for their services.
- Services or supplies which are not **Covered Health Services**, including any confinement or treatment given in connection with a service or supply which is not a **Covered Health Service**.
- Services or supplies received before an employee or his/her dependent becomes covered under this Plan.
- Sex-change surgery.
- Speech therapy, except as set forth under the heading “Speech Therapy” on pages 125 through 126.
- Stand-by services required by a **Physician**.

- Tobacco dependency (except as may be offered to **Covered Family Members** through a wellness program offered by the company administering your **MMCP** or **CHCB** or under the **MPSB** as described on pages 81, 90 and 132, or as otherwise required as an **ACA Preventive Health Service**).
- Treatment or consultations provided via telephone.
- Vision Services
  - Services for a surgical procedure to correct refraction errors of the eye, except for radial keratotomy, including any confinement, treatment, services, or supplies given in connection with or related to the surgery.
  - Eye examinations, glasses or contact lenses for diagnosis or treatment of refractive errors except to the extent needed for repair of damages caused by bodily injury.
- War, declared or undeclared, or international armed conflict.
- Weight reduction or control, including but not limited to: nutritional counseling, membership costs for health clubs, weight loss clinics and similar programs, special foods, food supplements, liquid diets, diet plans or any related products (except as may be covered under a wellness program offered by the company administering your **MMCP** or **CHCB**, or as otherwise required as an **ACA Preventive Health Service**).

## Coordination of Benefits

This section of your booklet describes how the health care benefits payable under this Plan will be coordinated with health care benefits payable under other plans.

You or any **Eligible Dependent** may be covered under another group health plan. It may be sponsored by another employer who makes contributions or payroll deductions for it. The other plan could also be a government or tax-supported program.

### Coordination of Benefits does not apply to:

- **Another Railroad Health and Welfare Plan**, except as set forth under the heading “Dependents Covered Under Another Railroad Health and Welfare Plan” on page 51 of this booklet,
- an individual health insurance policy which a person may purchase with his/her own funds, or
- health benefit plans paid for through payroll deductions unless the plan is an employer-sponsored plan.

### How Does Coordination Work?

One of the plans involved will pay benefits first. (That plan is primary.) The other plans will pay benefits next. (These plans are secondary.)

If this Plan is primary, it will pay benefits as if it were the only plan involved. Benefits under this Plan will not be reduced because benefits are payable under the other plans.

If this Plan is secondary, the benefits it pays will be reduced because of benefits payable by other plans primary to this Plan. The amount of benefits this Plan would have paid

without this provision will be determined first. Then the amount of benefits payable by other plans primary to this Plan for the same charges will be subtracted from this amount. This Plan will pay the difference, if any.

For example, if an employee participates in the **CHCB** and this Plan is secondary, and if the primary plan pays 50% of the charges covered under this Plan, then this Plan would pay 35% of those charges.

### **Which Plan is Primary?**

There are rules to find out which plan is primary and which plans are secondary when benefits are payable under more than one plan. The rules that usually apply are as follows:

- A plan which has no coordination of benefits provision will be primary to a plan which does have such a provision.
- A plan which covers the person as an employee will be primary to a plan which covers the same person as a dependent.
- If a person is covered as a dependent under two or more plans, then the plan which covers that person as a dependent of the person whose birthday is earlier in the calendar year will be primary to a plan which covers that person as a dependent of a person whose birthday is later in the calendar year.
- If the **Eligible Employee** under this Plan is also covered as a laid-off or retired employee under another plan, then this Plan will be primary to that other plan provided the other plan has this same rule.
- If a determination of which plan is primary cannot be made by any of the above rules, then the plan which

has covered the person for the longest time will be primary to all other plans.

- If the birthday rule above would apply except that the other plan does not have the same rule based on birthday, then the rule in the other plan will determine which plan is primary.
- If the birthday rule above would apply except that the person is covered as a dependent under two or more plans of divorced or separated parents, then the rule that applies depends upon whether there is a court order giving one parent financial responsibility for the medical, dental or other health expenses of the dependent child.
- If there is no court decree, the plan of the parent with custody will be primary to the plan of the parent without custody. Further, if the parent with custody has remarried, the order of payment will be as follows:
  - The plan of the parent with custody will pay benefits first.
  - The plan of the step-parent with custody will pay benefits next.
  - The plan of the parent without custody will pay benefits last.
- If there is a court decree, then the plan of the parent with financial responsibility will be primary to any other plan.
- You will have to give information about any other plans when you file a claim.

## **If Both Spouses Work for a Participating Employer and Are Covered Under This Plan**

If a spouse is covered under this Plan both as an **Eligible Employee** and as an **Eligible Dependent**, then this Plan will be treated as two separate plans, and the rules previously stated will be used to determine which plan is primary and which plan is secondary.

If a person is covered under this Plan as an **Eligible Dependent** of two **Eligible Employees**, the **Eligible Dependent** benefits will be paid on behalf of each **Eligible Employee** as if there were two separate plans, and the rules previously stated will be used to determine which plan is primary and which plan is secondary.

For the secondary plan, benefits will be determined under what is commonly known as a “make whole” Coordination of Benefits approach, namely:

- First determine the **Eligible Expenses**.
- Then subtract the amount paid by the primary plan.
- The secondary plan pays the difference, provided the difference is no more than the amount that would have been paid without this provision.



## **If One Spouse Is Covered Under The Railroad Employees National Early Retirement Major Medical Benefit Plan (“ERMA” or “GA-46000”) or as an Employee Under The Railroad Employees National Health and Welfare Plan and the Other Spouse Is Covered as an Employee Under This Plan**

The rules previously stated will determine which plan is primary and which plan is secondary.

For the secondary plan, benefits will be determined under the “make whole” approach as follows:

- First determine the **Eligible Expenses**.
- Then subtract the amount paid by the primary plan.
- The secondary plan pays the difference, provided the difference is no more than the amount that would have been paid without this provision.

## **Coordination of Benefits Under the Managed Pharmacy Services Benefit**

If you or your **Eligible Dependent** has primary coverage for **Prescription Drugs** under another health plan, – *for this purpose, Medicare Part D is not considered “another health plan”* – you must follow the procedures shown below in seeking benefits under the Prescription Drug Card Program portion of the **MPSB** for prescriptions up to a 21-day supply (there is no benefit under the Prescription Drug Card Program for any portion of a prescription that exceeds 21 days):

- You must pay the full price of the prescription at the pharmacy whether it is an In-Network Pharmacy or an Out-of-Network Pharmacy.

- You must submit the claim to your or your **Eligible Dependent's** primary health plan.
- Attach the Explanation of Benefits form received from the primary health plan and a copy of the itemized receipt to Express Scripts' Coordination of Benefits (COB) claim form and return them to Express Scripts. You can request Express Scripts' COB claim forms on-line or by calling the Member Services phone number listed on page 8. The forms show the address to which you should mail these papers.

You will be reimbursed for the difference, if any, between what the primary health plan paid and 75% of the **Eligible Expenses** for the drug.

Remember, if you attempt to obtain a supply of **Prescription Drugs** for a period in excess of 21 days at either an In-Network Pharmacy or an Out-of-Network Pharmacy, you will receive benefits only for a 21-day supply under the Plan.

The provisions "If Both Spouses Work for a Participating Employer etc." (see page 152) and "If One Spouse is Covered Under The Railroad Employees National Early Retirement Major Medical Benefit Plan ("ERMA" or "GA-46000") or as an Employee Under The Railroad Employees National Health and Welfare Plan, etc." (see page 153) do not apply to the coordination of benefits under the Prescription Drug Card Program.

There is no coordination of benefits provision applicable to the Mail Order Prescription Drug Program or to **Medicare** Part D. This means that benefits under the Mail Order Prescription Drug Program will be paid as if there were no other coverage, and, unless you or your **Eligible Dependent** has rejected this Plan as primary to **Medicare** as provider of health benefits, benefits under both the Mail Order Prescription Drug Program

and the Prescription Drug Card Program will be paid as if there were no **Medicare** Part D.

## **Opting Out Of Plan Coverage**

You may “opt out” of “foreign-to-occupation” Employee Health Care Benefits (i.e., benefits other than for on-duty injuries) and Dependent Health Care Benefits under the Plan if you certify that you have medical, mental health/substance abuse and prescription drug coverage for yourself (except with respect to on-duty injuries) and your dependents under a group health plan or health insurance policy other than the Plan. For example, if your spouse is enrolled in a group health plan provided by his or her employer that provides medical, mental health/substance abuse and prescription drug coverage for you, your spouse and your other dependents, you could make the requisite certification. Forms for making this certification and electing to opt out are provided by Railroad Enrollment Services. Railroad Enrollment Services will also let you know when you must send a properly completed certification and election form to Railroad Enrollment Services for your opt-out election, if you choose to make one, to be effective.

If you opt out, the Plan will not pay health care benefits for you (except with respect to on-duty injuries) or for your spouse or other dependents. So, before you decide to opt out, please carefully compare the benefits available under the Plan with those available under the other group plan or policy that covers you and your family.

Note that even if you opt out, you will remain covered under the Plan for health care benefits for your on-duty injuries and for life and accidental death and dismemberment benefits. The Plan’s life and accidental death and dismemberment benefits are described in a separate booklet.

If you opt out, you will not be required to make the employee contributions described on page 19 that are required for all employees who have foreign-to-occupation Employee Health Care Benefits or Dependent Health Care Benefits under the Plan. As a result, this amount will not be deducted from your

wages. Also, in most cases, you will receive a taxable bonus of \$100 per month in every month that your opt-out election is in effect if your employer is required to make a payment to the Plan in that month for your life and accidental death and dismemberment insurance. When your employer is required to make such a payment, it is usually because you rendered the **Requisite Amount of Compensated Service** or received the **Requisite Amount of Vacation Pay** in the prior month.

You will not be paid this bonus, however, if:

- You are on authorized leave under the Family and Medical Leave Act of 1993 on the date the bonus would otherwise be paid in any given month and did not render the **Requisite Amount of Compensated Service** or receive the **Requisite Amount of Vacation Pay** during the prior month, or
- Your spouse is also a railroad employee who participates in this Plan or in The Railroad Employees National Health and Welfare Plan, or
- Your spouse is a railroad retiree who participates in The Railroad Employees National Early Retirement Major Medical Benefit Plan (“ERMA”).

An election to opt out generally stays in effect until the end of the calendar year in which it is made. Plan coverage is reinstated as of the beginning of the next calendar year unless you opt out for that year by completing and returning a new certification and election form within the time allowed for you to do so.

If you opt out (including an election to be covered as a dependent child instead of an **Eligible Employee**) for any calendar year, you will not, in most cases, be permitted to revoke that election and re-enroll for Plan coverage before the

beginning of the next calendar year. But there are some important exceptions to this rule:

- If your other health insurance coverage is **COBRA** continuation coverage, you may re-enroll for Plan coverage when the **COBRA** coverage is exhausted.
- If your other health plan coverage is not **COBRA** continuation coverage, you may re-enroll for Plan coverage if that other coverage is terminated as a result of loss of eligibility for it (including losing such eligibility as a result of legal separation, divorce, death, termination of employment or reduction in the number of hours of employment) or if employer contributions towards that coverage are terminated.
- If you marry a person who is your tax dependent, or if you acquire a new tax dependent through marriage, birth, adoption or placement for adoption, you will be allowed to re-enroll for Plan coverage. Generally, a tax dependent is anyone whom you are entitled to list as a dependent on your federal income tax return.
- If you or your **Eligible Dependent** is covered under Medicaid or a state Children's Health Insurance Program (CHIP) and such coverage is terminated due to a loss of eligibility, provided you request re-enrollment for Plan coverage no later than ninety (90) days after the Medicaid or CHIP coverage terminates.
- If you or your **Eligible Dependent** becomes eligible for state premium assistance under Medicaid or CHIP, provided you request re-enrollment for Plan coverage no later than ninety (90) days after you or your **Eligible Dependent** is determined to be eligible for premium assistance.

If you have made an opt-out election and are permitted to revoke it and re-enroll for Plan coverage, you can do so by completing a revocation form that Railroad Enrollment Services will send you upon your request. You must return that form, properly completed, to Railroad Enrollment Services no later than 30 days (or ninety (90) days, as set forth above) after the event that permits you to revoke your opt-out election. If you do not properly complete and return the revocation form within thirty (30) or ninety (90) days of this event, you may not change your election until the beginning of the next calendar year.

In general, if you are permitted to revoke your opt-out election and re-enroll for Plan coverage during a calendar year, you will be re-enrolled as of the first day of the calendar month after Railroad Enrollment Services receives your completed revocation form. For that reason, it is important to send your revocation form to Railroad Enrollment Services as promptly as you can.

If the reason that you are permitted to revoke your opt-out election is that you acquired a new tax dependent through birth, adoption or placement for adoption, then the revocation will be retroactively effective to the first day of the calendar month in which that event occurred. (Note that this retroactive coverage does not apply in the case of marriage.) As a result, you may be required to make a retroactive contribution to the Plan and to refund any \$100 "opt-out" bonus that you received for that month. Any contributions and refunds will be deducted from your wages.

If you decide to opt out, the decision applies to your entire family. If you are a Hospital Association member who must look to the Hospital Association for your health care benefits, your election to opt out will apply to your coverage under the Hospital Association and your dependent coverage under the Plan. You cannot give up employee coverage only or dependent coverage only.

For purposes of determining eligibility for coverage under ERMA, an employee who is not covered under this Plan by reason of having opted out will be treated as if he or she had not opted out.

Some special rules apply when both you and your spouse are railroad employees who participate in this Plan and/or The Railroad Employees National Health and Welfare Plan, or your spouse is a railroad retiree who participates in ERMA.

- First, if both you and your spouse are **Eligible Employees** with dependent coverage under this Plan, only the person whose birthday occurs earlier in the calendar year may opt out.
- Second, if you are an **Eligible Employee** with dependent coverage under this Plan and your spouse is a railroad employee with Employee Health Care Benefits and/or dependent coverage under The Railroad Employees National Health and Welfare Plan, only one of you may opt out of coverage under the applicable Plan. You and your spouse may decide which of you will opt out of coverage.
- Third, if you opt out on the basis that your spouse is employed by a participating railroad and has employee and/or dependent health care coverage under this Plan or The Railroad Employees National Health and Welfare Plan (or has retiree coverage under ERMA), you will not receive the \$100 per month bonus. Nor will you be required to make the monthly contribution to the Plan that would otherwise be deducted from your wages.
- Fourth, for purposes of the “make whole” Coordination of Benefits rules under this Plan, The Railroad Employees National Health and Welfare Plan and ERMA, employees who opt out will be treated as if they had not done so. These “make whole” COB rules will



continue to apply as if no opt-out election had been made.

Special rules also apply if you are both an **Eligible Employee** under this Plan and a child who is an **Eligible Dependent** of another **Eligible Employee** under this Plan or The Railroad Employees National Health and Welfare Plan.

- First, you may opt out of foreign-to-occupation Employee health care coverage under this Plan but nonetheless remain eligible for coverage as an **Eligible Dependent** under this Plan or The Railroad Employees National Health and Welfare Plan, as applicable. However, if you opt out on this basis, you will not receive the \$100 per month bonus. Nor will you be required to make the Employee monthly contribution to the Plan that would otherwise be deducted from your wages. Also, neither your spouse nor your children will be your **Eligible Dependents** under this Plan even though you are an **Eligible Employee**.
- Second, if you cease to be an **Eligible Dependent** but remain an **Eligible Employee**, you will automatically become covered as an **Eligible Employee** and will be required to make the employee contributions described on page 19 of this booklet.

## Release Of Medical Information

Any company that administers health care benefits under the Plan may release medical information about the **Covered Family Member** to any other person or organization that is authorized by the Plan to receive it and that requests such information to enable it to accurately determine what benefits are payable under the Plan.

Furthermore, to the extent permissible under applicable law, before you may receive health care benefits under the Plan, each **Covered Family Member** may be required to agree with each of his/her other health providers that the provider may release medical information to any of the companies that administer health care benefits under the Plan that the company considers necessary to enable it to accurately determine what benefits are payable under the Plan.

For further information on when the Plan may disclose medical information, see “Notice of Privacy Practices” described on page 7 of this booklet.

## Interpreting Plan Provisions

Each of the companies that administer health care benefits under the Plan has discretionary authority to determine whether and to what extent **Eligible Employees** and **Eligible Dependents** are entitled to benefits that the company administers and to construe all relevant terms, limitations and conditions set forth in this booklet or in any other document or instrument pursuant to which the Plan is established or maintained. A company administering health care benefits under the Plan shall be deemed to have properly exercised this discretionary authority unless the company has acted arbitrarily or capriciously.

## VI DEFINITIONS

These definitions apply when the following terms are used in this booklet.

### **ACA Preventive Health Services**

**In-Network Services** under the **MMCP**, medicines and drugs, including but not limited to **Prescription Drugs**, obtained at an **In-Network Pharmacy** or through the Mail Order Prescription Drug Program under the **MPSB**, and, effective January 1, 2013, services under the **CHCB**, only to the extent they are required by the **Affordable Care Act** to be provided in accordance with the following recommendations and guidelines, as may be in effect from time to time:

- Evidence-based items or services that have in effect a rating of “A” or “B” in the current recommendations of the United States Preventive Services Task Force (“Task Force”) with respect to the individual involved. For a complete list of “A” and “B” Recommendations of the Task Force see <http://www.uspreventiveservicestaskforce.org/Page/Name/uspstf-a-and-b-recommendations/>. Additional information can also be obtained by calling the Member Services number listed on page 8 for the company administering your benefits.
- Immunizations for routine use in children, adolescents and adults that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the individual involved. The applicable schedules may be found at [www.cdc.gov/vaccines/schedules/hcp/index.html](http://www.cdc.gov/vaccines/schedules/hcp/index.html). Additional information can also be obtained by calling

the Member Services number listed on page 8 for the company administering your benefits.

- With respect to **Covered Family Members** who are infants, children or adolescents, evidence-informed preventive care and screenings provided for in guidelines supported by the Health Resources and Services Administration (HRSA). The applicable guidelines may be found at [www.hhs.gov/healthcare/prevention/children](http://www.hhs.gov/healthcare/prevention/children). Additional information can also be obtained by calling the Member Services number listed on page 8 for the company administering your benefits.
- With respect to **Covered Family Members** who are women, effective January 1, 2013 for the **CHCB**, and effective January 1, 2013 for the **MMCP**, evidence-informed preventive care and screening provided for in the comprehensive guidelines supported by HRSA (not otherwise addressed by the recommendations of the Task Force). The guidelines may be found at [www.hrsa.gov/womensguidelines](http://www.hrsa.gov/womensguidelines). Additional information can also be obtained by calling the Member Services number listed on page 8 for the company administering your benefits.

Any additional recommendations provided in the future must be covered as of the first plan year beginning on or after the first anniversary of when the recommendations are updated, unless otherwise indicated by governmental regulation.

#### **Affordable Care Act or ACA**

The Patient Protection and Affordable Care Act of 2010 and the Health Care and Education Reconciliation Act of 2010.

#### **Ambulatory Surgical Center**

A specialized facility which is established, equipped, operated, and staffed primarily for the purpose of performing surgical

procedures and which fully meets one of the following two tests:

- It is licensed as an ambulatory surgical center by the regulatory authority having responsibility for such licensing under the laws of the jurisdiction in which the facility is located or
- Where licensing is not required, it meets all of the following requirements:
  - It is operated under the supervision of a licensed doctor of medicine (M.D.) or doctor of osteopathy (D.O.) and permits a surgical procedure to be performed only by a **Physician** who, at the time the procedure is performed, is privileged to perform the procedure in at least one **Hospital** in the area.
  - It provides at least one operating room and at least one post-anesthesia recovery room.
  - It is equipped to perform diagnostic X-ray and laboratory examinations or has an arrangement to obtain these services.
  - It has trained personnel and necessary equipment to handle emergency situations.
  - It has immediate access to a blood bank or blood supplies.
  - It provides the full-time services of one or more registered nurses (R.N.) for patient care in the operating rooms and in the post-anesthesia recovery room.

### **Another Railroad Health and Welfare Plan**

A health and welfare plan established pursuant to agreement between a railroad or railroads and a labor organization or labor organizations other than this Plan, The Railroad Employees National Health and Welfare Plan, and The Railroad Employees National Early Retirement Major Medical Benefit Plan (“ERMA”). Also, a hospital association is not **Another Railroad Health and Welfare Plan**.

### **Birth Center**

A specialized facility which is primarily a place for delivery of children following a normal uncomplicated pregnancy and which fully meets one of the following two tests:

- It is licensed by the regulatory authority having responsibility for such licensing under the laws of the jurisdiction in which the facility is located.
- Where licensing is not required, it meets all of the following requirements:
  - It is operated and equipped in accordance with any applicable state law .
  - It is equipped to perform routine diagnostic and laboratory examinations.
  - It has trained personnel and necessary equipment available to handle foreseeable **Emergencies**.
  - It is operated under the full-time supervision of a doctor of medicine (M.D.) or registered nurse (R.N.).
  - It maintains a written agreement with at least one **Hospital** in the area for immediate

acceptance of patients who develop complications.

- It is expected to discharge or transfer patients within 24 hours following delivery.

**BlueCross BlueShield Participating Provider**

A provider who has agreed to negotiated charges for covered services under the **CHCB** administered by Highmark BCBS.

**BlueCross BlueShield PPO Provider**

A provider who has agreed to negotiated charges for **In-Network Services** under the **MMCP** administered by Highmark BCBS.

**Brand Name Drug**

A **Prescription Drug** which is or was at one time under patent protection.

**CHCB**

The Plan's Comprehensive Health Care Benefit Program.

**COBRA**

Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

**Convenient Care Clinic**

A health care facility typically located in a high-traffic retail store, supermarket or pharmacy that provides affordable treatment for uncomplicated minor illness and/or preventive care to consumers. Please contact Member Services using the phone number listed on page 8 for the company administering your benefits to locate a **Convenient Care Clinic**.

**Covered Family Members**

**Eligible Employees** and their **Eligible Dependents** who are covered under the Plan.

**Covered Health Services**

Those services and supplies described under the heading “Eligible Expenses and Covered Health Services” on pages 107 through 127.

**Custodial Care**

Care made up of services and supplies that meets one of the following conditions:

- Care furnished mainly to train or assist in personal hygiene or other activities of daily living, rather than to provide medical treatment; or,
- Care that can safely and adequately be provided by persons who do not have the technical skills of a covered health care professional.

Care that meets one of the conditions above is **Custodial Care** regardless of any of the following:

- Who recommends, provides or directs the care.
- Where the care is provided.
- Whether or not the patient can be or is being trained to care for himself/herself.

**Eligible Dependent**

An individual described under the heading “Eligible Dependents” on pages 22 through 24 of this booklet.

**Eligible Employee**

An individual described under the heading “Eligible Employees” on pages 21 through 22 of this booklet.



### **Eligible Expenses**

The actual cost to you of the **Reasonable Charges** for **Covered Health Services** or for **Prescription Drugs** that are covered under the **MPSB**.

### **Emergency**

*For purposes of the **MMCP** and, after December 31, 2012, the **CHCB**,* a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) so that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in any of the following:

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

*For purposes of the **CHCB** prior to January 1, 2013,* the sudden onset of a medical condition manifesting itself by acute symptoms, including severe pain, which are severe enough that the lack of immediate medical attention could reasonably be expected to result in any of the following:

- The patient's health would be placed in serious jeopardy.
- Bodily function would be seriously impaired.
- There would be serious dysfunction of a bodily organ or part.

*For purposes of the **MHSA**,* a situation in which one or more of the following circumstances are present:

- The patient is in imminent or potential danger to harm himself, herself, or others as a result of a sickness or injury covered by the **MHSA**;
- The patient shows symptoms (e.g. hallucinations, agitation, delusions, etc.) resulting in impairment in judgment, functioning and/or impulse control, severe enough to endanger the welfare of himself, herself, or others;
- There is an immediate need for **Mental Health Care** or **Substance Abuse Care** resulting from or in conjunction with a sickness or injury covered by the **MHSA**, such as an overdose, suicide attempt or detoxification.

#### **Facility**

*For purposes of the **CHCB** and **MMCP**, an **Ambulatory Surgical Center** or a **Hospital**.*

*For purposes of the **MHSA**, a **United Behavioral Health Facility**, or a **Non-United Behavioral Health Facility**.*

#### **Formulary Drug**

A **Brand Name Drug** that appears on a preferred list of medications (commonly called a “formulary”). This list includes a wide selection of medications, offering you a choice while helping to contain the cost to the Plan of its prescription drug benefits. For more information about the formulary applicable to the Plan, see page 8 for Express Scripts’ website and phone number.

#### **Full Medicare Coverage**

Coverage for all the benefits provided under **Medicare** Hospital Insurance (Part A) and Medical Insurance (Part B). For purposes of coverage under this Plan, each **Person Eligible Under Medicare** shall be deemed to have **Full Medicare Coverage**.

**Full Medicare Coverage** will include any benefits not provided under **Medicare** to the extent that any payment under **Medicare** is reduced because of benefits paid in accordance with any plan of insurance regulated by or through action of any automobile reparations act of any government, any policy or plan which includes automobile medical benefits, or the provisions of any liability insurance policy or plan.

**Generic Drug**

A **Prescription Drug** which is a multi-source drug which has never been under patent protection.

**Home Health Care Agency**

An agency or organization which provides a program of home health care and which fully meets one of the following three tests:

- It is approved under **Medicare**, or
- It is established and operated in accordance with applicable licensing and other laws, or
- It meets all of the following criteria:
  - It has the primary purpose of providing a home health care delivery system bringing supportive services to the home.
  - It has a full-time administrator.
  - Its staff includes at least one registered nurse (R.N.) or it has nursing care by a registered nurse (R.N.) available.

**Hospice**

An agency that provides counseling and incidental medical services for a terminally ill individual. The agency must meet all of the following tests:

- It is approved under any required state or governmental Certificate of Need.
- It provides 24 hour-a-day, 7 day-a-week service.
- It is under the direct supervision of a **Physician**.
- It has a social-service coordinator who is licensed in the area in which it is located.
- The main purpose of the agency is to provide **Hospice** services.
- It has a full-time administrator.
- It is established and operated in accordance with any applicable state laws.

A part of a **Hospital** that meets the criteria set forth above will be considered a **Hospice** for purposes of this Plan.

### **Hospital**

An institution which is engaged primarily in providing medical care and treatment of sick and injured persons on an inpatient basis at the patient's expense and which meets one of the following three tests:

- It is accredited as a hospital by the Joint Commission on Accreditation of Healthcare Organizations, or
- It is approved by **Medicare** as a hospital, or
- It meets all of the following criteria:
  - It maintains on the premises diagnostic and therapeutic facilities for surgical and medical diagnosis and treatment of sick and injured

persons by or under the supervision of a staff of **Physicians**;

- It continuously provides on the premises 24 hour-a-day nursing service by or under the supervision of registered nurses; and
- It is operated continuously with organized facilities for operative surgery on the premises.

#### **In-Network Provider**

*For purposes of the **MMCP**, a provider participating in a managed medical care network of UnitedHealthcare, Aetna or Highmark BCBS, whichever administers your **MMCP** in a geographical area in which the Plan offers a managed medical care network.*

*For purposes of the **MHSA**, a **United Behavioral Health Provider**.*

#### **In-Network Services**

*For purposes of the **MMCP**, **Medically Appropriate Covered Health Services** received from a provider participating in a Plan-approved network of the company that administers your **MMCP**, or pursuant to an **Out-of-Network Authorization**.*

*For purposes of the **MHSA**, **Medically Appropriate Covered Health Services** received from a **United Behavioral Health Provider** or pursuant to an **Out-of-Network Authorization**.*

#### **Level of Care**

The duration, frequency, location, intensity and/or magnitude of a treatment setting, treatment plan, or treatment modality, including, but not limited to:

- acute care;

- less intensive inpatient or outpatient alternatives to acute care facilities such as residential treatment centers, partial hospital/day treatment programs, group homes or structured outpatient programs;
- outpatient visits; or
- medication management.

#### **Mandatory Network Area**

A geographic area where the Plan determines that participation in the **MMCP** is mandatory for **Eligible Employees** and/or **Eligible Dependents** who reside in that area.

#### **Medical Care**

Treatment of a sickness, injury or pregnancy when such sickness, injury or pregnancy:

- shows a clinically significant physiological syndrome or pattern;
- substantially or materially impairs a person's ability to function in one or more major life activities; and
- is identified under one of the specific code numbers listed in either the Diagnostic Statistical Manual V published by the American Psychiatric Association, or published in the International Classification of Diseases, Tenth Edition, Clinical Modification, published by the United States Department of Health and Human Services, that have been accepted for inclusion as **Medical Care** by the Plan.

#### **Medical Judgment**

Judgment with respect to any of the following issues in connection with a claim for benefits:

- medical necessity;

- appropriateness of care;
- health care setting;
- level of care;
- effectiveness of a covered benefit; or
- a determination of whether a treatment or a procedure is experimental or investigational.

### **Medically Appropriate**

A **Covered Health Service** which has been determined

- by the company that administers your **MMCP** (Aetna, Highmark BCBS or UnitedHealthcare) with respect to the **MMCP**, or
- by the company that administers your **CHCB** (UnitedHealthcare or Highmark BCBS), with respect to the **CHCB**, or
- by United Behavioral Health with respect to the **MHSA**,

to be the appropriate **Level of Care** that can safely be provided for the specific covered individual's diagnosed condition in accordance with the professional and technical standards adopted by the company making the determination.

### **Medicare**

The Health Insurance for the Aged and Disabled program under Title XVIII of the Social Security Act.

### **Mental Health Care**

Treatment of a sickness or injury when such sickness or injury:

- shows a clinically significant behavioral or psychological syndrome or pattern;

- substantially or materially impairs a person's ability to function in one or more major life activities; and
- is identified under one of the specific code numbers listed in either the Diagnostic Statistical Manual V published by the American Psychiatric Association, or its equivalent code published in the International Classification of Diseases, Tenth Edition, Clinical Modification, published by the United States Department of Health and Human Services, or the current, updated version of either publication, that have been accepted for inclusion as **Mental Health Care** by the Plan.

Some examples of services and supplies that do not fall within the definition of **Mental Health Care** are:

- Treatment of congenital and/or organic disorders, including, but not limited to Organic Brain Disease, Pervasive Developmental Disorder, Alzheimer's Disease, autism and mental retardation.
- Treatment for stress, co-dependency, sexual addiction, and chronic pain when not a part of **Mental Health Care**.
- Treatment for smoking cessation, weight reduction, obesity, stammering, or stuttering.

#### **MHSA**

The Plan's Mental Health and Substance Abuse Care Benefit.

#### **MMCP**

The Plan's Managed Medical Care Program.

#### **MPSB**

The Plan's Managed Pharmacy Services Benefit.



**Network Transplant Facility**

A **Transplant Facility** that the company that administers your benefits specifically designates as a **Network Transplant Facility**. A **Network Transplant Facility** has entered into an agreement with the company to render **Covered Health Services** for the treatment of specified diseases or conditions. A **Network Transplant Facility** may or may not be located within your geographic area. To be considered a **Network Transplant Facility**, the **Transplant Facility** must meet certain standards of excellence and have a proven track record of treating the specified disease or condition. Under **MMCP**, all **Covered Health Services** for transplants received at a **Network Transplant Facility** will be paid at the In-Network level of benefits.

**Non-Formulary Drug**

Any **Brand Name Drug** that does not appear on the preferred list of medications.

**Non-Mandatory Network Area**

A geographic area where participation in the **MMCP** is not required for **Eligible Employees** and **Eligible Dependents** who reside in that area.

**Non-United Behavioral Health Facility**

A state licensed or authorized institution, program or other health facility, including a **Hospital** and an **Outpatient Clinic**, which has not entered into an agreement with United Behavioral Health as an independent contractor to provide covered services to you or your **Eligible Dependents**.

**Non-United Behavioral Health Provider**

A **Non-United Behavioral Health Facility** or a **Non-United Behavioral Health Therapist**.

**Non-United Behavioral Health Therapist**

A licensed or certified psychiatrist, **Psychologist**, psychiatric **Social Worker**, **Qualified Counselor**, or other licensed or

certified mental health or substance abuse practitioner who has not entered into an agreement with United Behavioral Health as an independent contractor to provide covered services to you or your **Eligible Dependents**.

### **Notification, Notify or Notifying**

*(MHSO Only)*

Contacting United Behavioral Health at the phone number listed on page 8 or through United Behavioral Health's website listed on page 8 prior to receiving certain specified services (except in the case of an **Emergency**) in order to receive the maximum benefit allowable under the Plan.

Your **In-Network Provider** is responsible for **Notification** of non-routine **In-Network Services** for **Mental Health Care** and **Substance Abuse Care**. You must notify United Behavioral Health of any **Out-of-Network Services** for **Mental Health Care** and **Substance Abuse Care** that involve any of the following services:

- Inpatient admission to a **Non-United Behavioral Health Facility**;
- Less intensive inpatient or outpatient care alternatives to acute care facilities, such as residential treatment, partial hospitalization, intensive outpatient treatment, group homes, halfway houses or structured outpatient treatment;
- Outpatient electro-convulsive treatment;
- Psychological testing; or
- Extended outpatient treatment visits beyond 45-50 minutes in duration with or without medication management.

The notice must be given in sufficient time to allow United Behavioral Health to complete a review of the matter before the services are rendered. In the absence of sufficient advance notice, United Behavioral Health may not be able to complete its review and determine, before you incur expenses, if the service is a **Covered Health Service** and, if so, whether it is **Medically Appropriate**. See page 105 for reduction in Plan benefits if **Notification** is not timely provided to United Behavioral Health.

#### **Nurse-Midwife**

A person who is certified to practice as a **Nurse-Midwife** and who:

- is licensed as a registered nurse by the appropriate board of nursing having responsibility for such licensure under the laws of the jurisdiction where such person renders services, and
- has completed a program for the training of **Nurse-Midwives** approved by the appropriate regulatory authority having responsibility for such programs under the laws of the jurisdiction where such program is provided.

#### **Out-of-Network Authorization**

A determination made

- With respect to the **MHSA**, by United Behavioral Health, or
- With respect to the **MMCP**, by the company that administers your **MMCP**,

that **Covered Health Services** provided by an **Out-of-Network Provider** shall be covered at the level of benefits payable for **In-Network Services**.

**Out-of-Network Provider**

For purposes of the **MMCP**, a provider not participating in the managed medical care network of the company that administers your **MMCP**.

For purposes of the **MHSA**, a **Non-United Behavioral Health Provider**.

**Out-of-Network Services**

**Covered Health Services** received from an **Out-of-Network Provider**, unless such services are received pursuant to an **Out-of-Network Authorization**.

**Outpatient Clinic**

A facility which provides an outpatient program of effective medical and therapeutic **Substance Abuse Care** and meets all of the following requirements:

- It is licensed, certified or approved as a substance abuse treatment facility by the appropriate agency of the state in which it is located.
- It provides a program of treatment approved by the attending **Physician**, a duly qualified alcohol rehabilitation counselor, an alcoholism para-professional or a certified addictions counselor.
- It has or maintains a written, specific and detailed regimen requiring full-time participation by the patient.

**Person Eligible under Medicare**

You or your **Eligible Dependent** if **Medicare** benefits are primary to Plan benefits (see "Important Notice about the Plan and Medicare" on pages 232 through 238).

**Physician**

A legally qualified:

- Doctor of Medicine (M.D.).

- Doctor of Chiropody (D.S.C.).
- Doctor of Chiropractic (D.C.).
- Doctor of Dental Surgery (D.D.S.).
- Doctor of Medical Dentistry (D.M.D.).
- Doctor of Osteopathy (D.O.).
- Doctor of Podiatry (D.P.M.).
- Doctor of Optometry (O.D.).
- Provider, other than those listed above, who is properly licensed in the state in which he or she is practicing, that delivers services that may also be delivered by a medical doctor.
- Physician Assistant when operating under the direction of any of the above Doctors.

### **Prescription Drugs**

The following will be considered **Prescription Drugs**:

- Federal Legend Drugs. These are all medical substances which the Federal Food, Drug and Cosmetic Act requires to be labeled "Caution - Federal Law prohibits dispensing without prescription."
- Drugs which require a prescription under State law but not under Federal law.
- Compound Drugs. These are drugs that have more than one ingredient. At least one of the ingredients has to

be a Federal Legend Drug or a drug which requires a prescription under State law .

- Injectable insulin, when prescribed by a **Physician**.
- Needles and syringes, when prescribed by a **Physician**.

#### **Psychologist**

A person who specializes in clinical psychology and fulfills one of these requirements:

- A person licensed or certified as a psychologist.
- A Member or Fellow of the American Psychological Association, if there is no government licensure or certification required.

#### **Qualified Counselor**

A qualified alcohol rehabilitation counselor, an alcoholism paraprofessional or a certified addiction's counselor.

#### **Qualified Medical Child Support Order**

A medical child support order as defined in clause (B) of 29 U.S. Code §1169(a)(2) that meets the requirements of clause (A) of that provision, i.e., §1169(a)(2).

#### **Reasonable Charge**

- For services rendered by a provider under a negotiated discount arrangement made available to the Plan through Aetna, UnitedHealthcare Supplemental Discount Program, Highmark BCBS, Express Scripts, UnitedHealthcare, or United Behavioral Health, an amount that does not, as determined by the entity through which the discount arrangement is made available to the Plan, exceed the negotiated amount. Examples of providers who have these arrangements are:

- **BlueCross BlueShield Participating Providers**
  - **BlueCross BlueShield PPO Providers**
  - **In-Network Providers**
  - **UnitedHealthcare Preferred Providers**
- For all other services, an amount measured and determined by the appropriate benefits administrator by comparing the actual charge with the charges made, and/or with the amounts reimbursed to providers for charges made under a variety of methods, including but not limited to known provider reimbursement schedules, negotiated discount arrangements, and maximum allowables, for similar services and supplies provided to individuals of similar age, sex, circumstances and medical condition in the locality concerned.
  - In determining the **Reasonable Charge** for a service or supply that is:
    - unusual; or
    - not often provided in the area; or
    - provided by only a small number of providers in the area;

factors such as the following may be taken into account:

- the complexity;
- the degree of skill needed;
- the type or specialty of the provider;

- the range of services or supplies provided by a **Facility**; and
- the prevailing charge in other areas.

#### **Requisite Amount of Compensated Service**

Compensated service rendered for an aggregate of at least seven (7) calendar days during a calendar month if you are covered under the Plan pursuant to a Collective Bargaining Agreement that provides for the “seven-day” rule; otherwise compensated service rendered on at least one (1) day during the month. Where the “seven-day” rule governs, it will be applied in accordance with the terms of the Collective Bargaining Agreement providing for it, including any side letter to such agreement dealing with application of the rule.

#### **Requisite Amount of Vacation Pay**

**Vacation Pay** received for an aggregate of at least seven (7) calendar days during a calendar month if you are covered under the Plan pursuant to a Collective Bargaining Agreement that provides for the “seven-day” rule; otherwise **Vacation Pay** received for at least one (1) day during the month. Where the “seven-day” rule governs, it will be applied in accordance with the terms of the Collective Bargaining Agreement providing for it, including any side letter to such agreement dealing with application of the rule.

#### **Skilled Nursing Facility**

A facility approved by **Medicare** as a Skilled Nursing Facility.

If not approved by **Medicare**, a facility that meets all of the following tests:

- It is operated under applicable licensing and other laws.
- It is under the supervision of a **Physician** or registered nurse (R.N.) who is devoting full time to supervision.



- It is regularly engaged in providing room and board and continuously provides 24 hour-a-day skilled nursing care of sick and injured persons at the patient's expense during the convalescent stage of an injury or sickness.
- It is authorized to administer medication to patients on the order of a **Physician**.
- It is not, other than incidentally, a home for the aged, the blind or the deaf, a hotel, a domiciliary care home, a maternity home, or a home for alcoholics or drug addicts or the mentally ill.

A part of a **Hospital** that meets the criteria set forth above will be considered a **Skilled Nursing Facility** for purposes of this Plan.

**Social Worker**

A person who specializes in clinical social work and is licensed or certified as a social worker by the appropriate authority.

**Speech Therapist**

A person who is licensed as a speech therapist.

**Substance Abuse Care**

Treatment of a sickness or injury when such sickness or injury:

- shows a clinically significant behavioral or psychological syndrome or pattern;
- substantially or materially impairs a person's ability to function in one or more major life activities; and
- is identified under one of the specific code numbers listed in either the Diagnostic Statistical Manual V published by the American Psychiatric Association, or its equivalent code published in the International Classification of Diseases, Tenth Edition, Clinical

Modification, published by the United States Department of Health and Human Services, or the current, updated version of either publication, that have been accepted for inclusion as **Substance Abuse Care** by the Plan.

#### **Therapist**

A **United Behavioral Health Therapist** or a **Non-United Behavioral Health Therapist**.

#### **Transplant Facility**

A **Hospital**, which may be an **In-Network Provider** or an **Out-of-Network Provider**, and is licensed and/or qualified to perform transplant procedures and has entered into a contract covering transplant services with the company that administers your benefits. With respect to the **MMCP**, the fact that a **Hospital** is an **In-Network Provider** for purposes of all non-transplant related **Covered Health Services** under the Plan, does not mean that the **Hospital** is an **In-Network Provider** for transplant services. In fact, all **Covered Health Services** for transplants that are not received at a **Transplant Facility** or a **Network Transplant Facility** will be paid at the **Out-of-Network Services** level of benefits.

#### **United Behavioral Health Facility**

A state licensed or authorized institution, program or other health facility, including a **Hospital** and an **Outpatient Clinic**, which has entered into an agreement with United Behavioral Health as an independent contractor to provide covered services to you or your **Eligible Dependents**.

#### **United Behavioral Health Provider**

A **United Behavioral Health Facility** or **United Behavioral Health Therapist**.

#### **United Behavioral Health Therapist**

A licensed or certified psychiatrist, **Psychologist**, psychiatric **Social Worker**, or other licensed or certified mental health or

substance abuse practitioner or **Qualified Counselor** who has entered into an agreement with United Behavioral Health as an independent contractor to provide covered services to you or your **Eligible Dependents**.

#### **UnitedHealthcare Preferred Provider**

A provider who has agreed to negotiated charges for covered services under the **CHCB** administered by UnitedHealthcare.

#### **Urgent Care**

Care or treatment for a medical condition that (i) would seriously jeopardize your life or health or your ability to regain maximum function if care or treatment for the condition were delayed; or (ii) in the opinion of a **Physician** who knows your medical condition, causes you severe pain that cannot be managed adequately without appropriate care or treatment.

#### **Vacation Pay**

- **Vacation Pay** received after an **Eligible Employee** is furloughed will not continue coverages or benefits after coverage ends.
- **Vacation Pay** received after an employment relationship has terminated will not continue coverage or benefits after coverage ends. This includes **Vacation Pay** received after an **Eligible Employee** has resigned, is dismissed or has given up employment rights for retirement.

## VII CLAIM INFORMATION

### How To File A Claim For Managed Medical Care Program Benefits If UnitedHealthcare Or Aetna Administers Your MMCP

#### Necessary Pre-Approval

In order to receive full benefits for certain **Out-of-Network Services** under the **MMCP** administered by UnitedHealthcare or Aetna, you must notify whichever of the two companies that administers your **MMCP** and obtain a determination, before you receive the services, as to whether they are **Covered Health Services** and, if so, whether they are **Medically Appropriate**. The services for which this pre-approval is required, and the process for requesting it, are described on pages 76 through 79.

#### Post-Service Claims for Reimbursement or Payment

If you receive **In-Network Services**, the **In-Network Provider** will file your medical claims for you. However, if you receive **Out-of-Network Services**, you must submit a claim.

If you are filing a claim for **Out-of-Network Services** under the **MMCP** administered by UnitedHealthcare, send your claims to:

UnitedHealthcare  
P. O. Box 30985  
Salt Lake City, UT 84130-0985

Your claims will be processed in the UnitedHealthcare Claim Office in Kingston, New York. The Salt Lake City address is for claim submission purposes only.

In order for UnitedHealthcare to process your claims promptly, the following information is necessary:

- the name and UnitedHealthcare member identification number of the **Eligible Employee**,
- the patient's name and relationship to the **Eligible Employee**,
- the plan number assigned by UnitedHealthcare (GA-690100),
- the diagnosis, and
- an itemized statement of the services rendered, and dates of and charges for those services.

UnitedHealthcare does not provide claim forms specific to this Plan. UnitedHealthcare will accept standard claim forms generally accepted by medical benefits administrators.

If you are filing a claim for **Out-of-Network Services** under the **MMCP** administered by Aetna, you must complete and submit a claim form and send itemized bills to:

Aetna  
P.O. Box 981106  
El Paso, TX 79998-1106

Be sure to include the employee's name and Aetna member identification number with each claim submission. To obtain a claim form from Aetna, call the Member Services phone number listed on page 8.

## **How To File A Claim For Managed Medical Care Program Benefits If Highmark BCBS Administers Your MMCP**

### **Necessary Pre-Approval**

In order to receive full benefits for certain **Out-of-Network Services** under the **MMCP** administered by Highmark BCBS, you must notify Highmark BCBS and obtain a determination, before you receive the services, as to whether they are **Covered Health Services** and, if so, whether they are **Medically Appropriate**. The services for which this pre-approval is required, and the process for requesting it, are described on pages 76 through 79.

If you receive services from a **BlueCross BlueShield PPO** or **Participating Provider**, all you need to do is present your Highmark BCBS identification card and the Provider will bill the local BlueCross BlueShield Plan directly. Highmark BCBS will send you copies of the payment record. With respect to **In-Network Services** received from a **BlueCross BlueShield PPO Provider**, the Provider may bill you for any charges not covered by the **MMCP** and for any fixed-dollar co-payments payable by you. With respect to **Out-of-Network Services**, the Provider's bill to you will include any applicable deductible amount and coinsurance payable by you.

### **Post-Service Claims for Reimbursement or Payment**

If you receive **Out-of-Network Services** from a provider other than a **BlueCross BlueShield PPO** or **Participating Provider**, you will receive a bill for such services. To claim your benefits, send a copy of the bill to:

Highmark BCBS  
Railroad Dedicated Unit  
P.O. Box 890381  
Camp Hill, PA 17089-0381

and be sure it includes all of the following information:

- the name and Highmark BCBS member identification number of the **Eligible Employee**,
- the patient's name and relationship to the **Eligible Employee**,
- the diagnosis, and
- an itemized statement of the services rendered, and dates of and charges for those services.

The same procedure should be followed with bills for hospital or professional provider care you receive outside the United States.

## **How To File A Claim For Comprehensive Health Care Benefits If Highmark BCBS Administers Your CHCB**

### **Necessary Pre-Approval**

In order to receive full benefits for certain services as part of the **CHCB** administered by Highmark BCBS, you must notify Highmark BCBS and obtain a determination, before you receive the services, as to whether they are **Covered Health Services** and, if so, whether they are **Medically Appropriate**. The services for which this pre-approval is required, and the process for requesting it, are described on pages 88 through 89.

If you receive services under the **CHCB** from a **BlueCross BlueShield Participating Provider**, all you need to do in most cases is present your Highmark BCBS identification card. The Provider will bill the local BlueCross BlueShield Plan directly. Highmark BCBS will send you copies of the payment record. The Provider will bill you for any charges not covered by the **CHCB** and for any applicable deductible and coinsurance amount payable by you.

### **Post-Service Claims for Reimbursement or Payment**

If you receive services from a provider other than a **BlueCross BlueShield Participating Provider**, you will receive a bill for them. To claim your benefits, unless the provider submits your claim for you, send a copy of the bill to:

Highmark BCBS  
Railroad Dedicated Unit  
P.O. Box 890381  
Camp Hill, PA 17089-0381



and be sure it includes all of the following information:

- the name and Highmark BCBS member identification number of the **Eligible Employee**,
- the patient's name and relationship to the **Eligible Employee**,
- the diagnosis, and
- an itemized statement of the services rendered, and dates of and charges for those services.

The same procedure should be followed with bills for hospital or professional provider care you receive outside the United States.

## **How To File A Claim For Comprehensive Health Care Benefits If UnitedHealthcare Administers Your CHCB**

### **Necessary Pre-Approval**

In order to receive full benefits for certain services as part of the **CHCB** administered by UnitedHealthcare, you must notify UnitedHealthcare and obtain a determination, before you receive the services, as to whether they are **Covered Health Services** and, if so, whether they are **Medically Appropriate**. The services for which this pre-approval is required, and the process for requesting it, are described on pages 88 through 89.

### **Post-Service Claims for Reimbursement or Payment**

If you receive services from **UnitedHealthcare Preferred Providers**, they will file your medical claims for you. If you receive services from other providers, send your claims to:

UnitedHealthcare  
P. O. Box 30985  
Salt Lake City, UT 84130-0985

Your claims will be processed in the UnitedHealthcare Claim Office in Kingston, New York. The Salt Lake City address is for claim submission purposes only.

In order for UnitedHealthcare to process your claims promptly, the following information is necessary:

- the name and UnitedHealthcare member identification number of the **Eligible Employee**,

- the patient's name and relationship to the **Eligible Employee**,
- the plan number assigned by UnitedHealthcare (GA-690100),
- the diagnosis, and
- an itemized statement of the services rendered, and dates of and charges for those services.

UnitedHealthcare does not provide claim forms specific to this Plan. UnitedHealthcare will accept standard claim forms generally accepted by medical benefits administrators.

## **How To File A Claim For Mental Health And Substance Abuse Care Benefits**

### **Necessary Notification for Certain Out-of-Network Services**

In order to receive full benefits for certain **Out-of-Network Services** under the **MHSA**, you must **Notify** United Behavioral Health before you receive the services. The **Out-of-Network Services** for which you must provide **Notification**, and the process for providing **Notification**, are described on pages 102 through 106.

### **Post-Service Claims for Reimbursement or Payment**

#### **In-Network Services**

When you or your **Eligible Dependent** receives **In-Network Services** covered under the **MHSA**, the **United Behavioral Health Provider** who renders the services will file the claim for you.

#### **Out-of-Network Services**

When you or your **Eligible Dependent** receives **Out-of-Network Services** under the **MHSA**, you or your **Eligible Dependent** is responsible for ensuring that the claim is filed with United Behavioral Health at the following address:

United Behavioral Health  
Railroad Claims Unit  
P.O. Box 30760  
Salt Lake City, UT 84130-0760

In order for United Behavioral Health to process your claims promptly, the following information is necessary:

- the name and United Behavioral Health member identification number of the **Eligible Employee**,
- the patient's name and relationship to the **Eligible Employee**,
- the plan number assigned by United Behavioral Health (GA-690100),
- the diagnosis, and
- an itemized statement of the services rendered, and dates of and charges for those services.

United Behavioral Health does not provide claim forms specific to this Plan. United Behavioral Health will accept standard claim forms generally accepted by medical benefits administrators.

## **How To File A Claim For Prescription Drugs Obtained At An Out-Of-Network Pharmacy**

If you fill your prescription at an Out-of-Network Pharmacy, you must file a claim form with Express Scripts. You can obtain a claim form by calling the Member Services number listed on page 8 or by visiting Express Scripts' website. You must complete the claim form and send it to Express Scripts at the address printed on the form.

*You do not need to file a claim form when you fill your prescription at an In-Network Pharmacy.*

## Proof Of Loss

The companies administering the Plan's various health care benefits may:

- require bills for **Hospital** confinement and other services as part of the proof of claim.
- examine you or your **Eligible Dependent** in connection with the claim.
- require proof of disability if:
  - coverage is being continued under the provisions applicable to Disabled Employees (see pages 30 through 31), or
  - you believe your child or grandchild meet the requirements set forth for a disabled child or grandchild in the definition of an **Eligible Dependent** (see pages 22 through 24), or
  - you or an **Eligible Dependent** is eligible for benefits after coverage ends (see pages 47 through 49).
- require proof of student status if you believe your grandchild meet the requirements for a student in the definition of an **Eligible Dependent** (see pages 22 through 24).
- require periodic information as to whether an **Eligible Dependent** is employed and is covered under another plan (see "Coordination of Benefits" section beginning on page 149).

Proof must be furnished no later than 90 days after the loss for which the claim is made. If it is not reasonably possible to

furnish the proof in this time, it must be furnished at the earliest reasonably possible date.

## **Payment of Claims**

Benefits are payable to or on behalf of the **Eligible Employee**, except that:

- If an employer or other person or organization has paid or is obligated to pay the **Eligible Employee's** health care expenses, Employee Health Care Benefits may be paid to such employer or other person or organization.
- If the benefits have been assigned, they will be paid to the assignee (except under the **MPSB** or under the **MMCP** or **CHCB** administered by Highmark BCBS), and the **Eligible Employee** will receive an Explanation of Benefits.
- If the benefits are for **In-Network Services** covered under the **MMCP** or **MHSA**, they will be paid directly to the appropriate **In-Network Provider**.
- With respect to a situation where it is administratively feasible to make payment to someone other than the **Eligible Employee**, and the company that administers your **MMCP** or **CHCB**, as the case may be (with respect to those benefits), Express Scripts (with regard to the Prescription Drug Card Program of the **MPSB**), or United Behavioral Health (with regard to the **MHSA**) has been informed:
  - that the patient is a minor living with a custodial parent or guardian who is not the **Eligible Employee**, or
  - of a specific situation and the company that administers the program involved (**MMCP**, **CHCB**,



**MHSA** or the **MPSB**) determines that it is otherwise appropriate to send the payment and Explanation of Benefits to someone other than the **Eligible Employee**.

the Plan may but shall not be obligated to pay such other person.

- If the Plan has received and accepted a **Qualified Medical Child Support Order**, benefits will be paid to, or at the direction of, a custodial parent.

## **Right of Reimbursement**

If you or your **Eligible Dependent** incurs expenses as a result of bodily injury or sickness in circumstances giving rise to a right of recovery against a third party tortfeasor, other than your employer, any payment under the Plan is subject to the following conditions:

- The Plan, by virtue of payment of benefits, automatically acquires the right to be reimbursed by you, from any recovery you or your **Eligible Dependent** recovers from the third party tortfeasor for damages, all or part of which are recovered on account of the expenses incurred as a result of the bodily injury or sickness.
- The amount to be reimbursed by you out of such recovery shall equal but not exceed the amount of such benefits or the total recovery from the third party tortfeasor whichever is less, less the proportionate amount of legal fees and expenses incurred by you or your **Eligible Dependent** in making recovery. Reimbursement shall be made from the first dollar of the amount determined pursuant to the preceding sentence, regardless of whether you are made whole

for any losses you suffered as a result of the injury or sickness involved.

- The Plan, by virtue of payment of benefits, shall also be subrogated to and succeed to your, or your **Eligible Dependent's**, right of recovery against any third party tortfeasor, other than your employer, and in its discretion may exercise such right to the extent of such benefits paid.

## **Special Notice Concerning Claims Against A Participating Railroad For On-Duty Injuries**

The following is excerpted from the October 22, 1975 Health and Welfare Agreement:

In case of an injury or a sickness for which an Employee who is eligible for Employee benefits and may have a right of recovery against the employing railroad, benefits will be provided under the Policy Contract, subject to the provisions hereinafter set forth. The parties hereto do not intend that benefits provided under the Policy Contract will duplicate, in whole or in part, any amount recovered from the employing railroad for hospital, surgical, medical or related expenses of any kind specified in the Policy Contract, and they intend that benefits provided under the Policy Contract will satisfy any right of recovery against the employing railroad for such benefits to the extent of the benefits so provided. **Accordingly, benefits provided under the Policy Contract will be offset against any right of recovery the Employee may have against the employing railroad for hospital, surgical, medical or related expenses of any kind specified in the Policy Contract.** (Art. III, Sec. A.)

## **Processing of Claims and Appeals under the MMCP and the MPSB and, Effective January 1, 2013, the CHCB and the MHSA**

### **Overview**

The claims and appeal procedures under the **MMCP** and **MPSB** consist of the steps explained below. Effective for services rendered on or after January 1, 2013, the claims and appeal procedures described below will also apply to the **CHCB** and the **MHSA**. You must exhaust the internal claims and appeals process as explained below before filing any judicial action against the Plan on a claim denied in whole or in part. A “claim” is a request for required pre-approval for care or treatment to be covered by the Plan (including, with respect to services rendered on or after January 1, 2013, **Notification** to United Behavioral Health for **Out-of-Network Services** under the **MHSA**) or for reimbursement or payment by the Plan for care or treatment you have already received.

Here is a summary of the process:

#### Step 1 – You must file an initial claim

This claim will be processed and reviewed within specified time frames, depending on whether it is a “pre-service request” or a “post-service request.”

#### Step 2 – If your claim is denied, you may make an informal inquiry

If your initial claim is denied in whole or in part, you have the opportunity to make an informal inquiry into the reasons for the denial. You should generally receive an answer to your inquiry within 60 days. This informal inquiry process is not mandatory and does not impact your formal appeal rights.

### Step 3 – You have the right to a formal appeal if your initial claim is denied

If your initial claim is denied in whole or in part you have two formal appeals levels:

1. The first level of appeal which is required for all claims, must be made to Highmark BCBS, Aetna or UnitedHealthcare, as the case may be, with respect to the **MMCP**, effective for services rendered on or after January 1, 2013, Highmark BCBS or UnitedHealthcare, as the case may be, with respect to the **CHCB**, effective for services rendered on or after January 1, 2013, United Behavioral Health with respect to the **MHSA**, or Express Scripts with respect to the **MPSB**.
2. The second level of appeal, to an external independent review organization, is a right that is available to you if you so choose.

Each part of the process is explained more fully below.

### **Step 1 – Initial Claim Processing**

Explanation of Benefits Will be Provided. If, in order to receive full benefits, you request required pre-approval of services involving **Urgent Care** under the **Out-of-Network Services** portion of the **MMCP** or the **MHSA**, or under the **CHCB**, you will receive verbal notification followed by a written or electronic Explanation of Benefits informing you of the determination made with regard to your request. For all other claims, you will receive a written or electronic Explanation of Benefits informing you of the benefit determination.

The Explanation of Benefits will be written in a manner that can be understood by you. If the decision is adverse to you, the Explanation of Benefits will contain the following information related to your claim: (1) the reasons for the

decision, including a denial code and its corresponding meaning; (2) a description of the standard, if any, that was used in denying the claim; (3) references to specific Plan provisions that explain the decision; (4) information sufficient to identify the claim involved (including the date of the service, the health care provider, the claim amount if applicable, and a statement describing the availability, upon request, of the diagnosis and treatment codes and their corresponding meanings); (5) an explanation of any additional material or information that may be necessary to perfect your claim and why that information is necessary; (6) a description of the applicable internal appeal procedure and external review processes; (7) a reference to any rule, guideline, protocol, or similar criterion that was relied upon in making the decision, or a statement that such information will be provided at no charge upon request; (8) either an explanation of the scientific or clinical judgment involved or a statement that such an explanation will be provided to you at no charge upon request, if the adverse decision is based on a judgment about medical necessity, experimental treatment, or a similar Plan exclusion or limitation; (9) a statement about your rights to bring an action in court if the decision is still adverse to you once you complete the appeal process; and (10) contact information for an applicable office of health insurance consumer assistance or ombudsman.

### **Time Periods and Process for Urgent Care Initial Claims**

If you are requesting required pre-approval for **Urgent Care** in order to obtain full benefits under the **Out-of-Network Services** portion of the **MMCP** or **MHSA**, under the **CHCB**, or under the **MPSB** and a prior authorization is involved, then the following will apply:

- A health care professional with knowledge of your medical condition may act as your authorized representative for the purpose of your request.

- If your request was not made properly, you will be provided with verbal notification of the proper procedure for making the request as soon as possible, but no later than 24 hours from the receipt of your request.
- If your request is made properly and all necessary information is included, you will be provided with verbal notification of the determination made upon your request as soon as possible, but no later than 72 hours from the receipt of your request.
- If additional information is required to make a determination on your request, you will be provided with verbal notification of the additional information required to complete your request as soon as possible, but no later than 24 hours from receipt of your request.
  - You will have 48 hours after receipt of this notification to provide the additional information.
  - You will then be provided with verbal notification of the determination on your request as soon as possible, but no later than 48 hours after the earlier of:
    - the receipt of the additional information;  
or
    - the end of the 48-hour period in which you have to provide the additional information.
- If an **Urgent Care** request for ongoing treatment was previously approved for a period of time or a number of treatments, and you request an extension of that treatment, you will be provided with verbal notification of the determination on your request as soon as

possible, but no later than 24 hours from the receipt of your request, provided your request is made at least 24 hours before the termination of care. Otherwise, you will be provided with verbal notification of the determination no later than 72 hours from the receipt of your request.

- For all requests for required pre-approval of services involving **Urgent Care**, a written or electronic copy of the determination will be sent to you within 3 days following verbal notification.
- Your request will no longer be processed as involving **Urgent Care** if you go ahead and receive the care or treatment for which you seek pre-approval. Instead, your request will be processed as a post-service claim for reimbursement.

### **Time Periods and Process For Non-Urgent Initial Claims**

The time periods and process for initial claims depends on whether the claim involves a “pre-service request” or a “post-service request” as explained below.

#### **Pre-Service Requests**

If, in order to receive full benefits under the **Out-of-Network Services** portion of the **MMCP** or, effective for services rendered on or after January 1, 2013, under the **CHCB** or the **Out-of-Network Services** portion of the **MHSA**, you request required pre-approval of care or treatment, the following will apply:

- If your request was not made properly, you will be notified verbally or in writing within 5 days from the receipt of your request of the proper procedure for making the request.



- If your request is made properly, a notice of determination regarding your request will be sent to you no later than 15 days after receipt of your request. The benefits administrator charged by the Plan to process your request may take an additional 15 days to make a determination if such administrator determines that such an extension is necessary for reasons beyond its control and notifies you of this extension within 15 days from the receipt of your request. This notice will give you the reason for the extension and the date by which the administrator's determination will be made.
- If an extension is necessary because additional information is required to make the determination, you will be notified of the specific information that is needed.
  - You will have 45 days after receipt of this notice to provide the additional information.
  - The period for making a determination on your request will be suspended until you either provide the necessary information or until the 45-day period for you to provide the information ends, whichever comes first.
- If a request to pre-approve ongoing treatment was previously approved for a period of time or a number of treatments, and the appropriate benefits administrator wants to reduce or terminate the treatment, you will be notified promptly.
- Your request will no longer be processed as a pre-service request if you go ahead and receive the care or treatment for which you seek pre-approval. Instead, your request will be processed as a post-service claim for reimbursement.

### **Post-Service Requests**

When you seek reimbursement or payment for care or treatment that you have already received, your claim will be handled as follows:

- You will ordinarily be notified as to whether your claim will be paid or denied (in whole or in part) no later than 30 days after the receipt of your claim.
- The benefits administrator charged by the Plan to process your claim may take an additional 15 days to make a benefit determination if the administrator determines that such an extension is necessary due to matters beyond its control and notifies you of this extension within 30 days from the receipt of your claim. This notice will give you the reason for the extension and the date by which the benefit determination will be made.
- If additional information is required to make a benefit determination, the notice will state this and identify the additional information required.
  - You have 45 days after receipt of this notice to provide the additional information.
  - The period for making a benefit determination on your claim will be suspended until you either provide the necessary information or until the 45-day period for you to provide the information ends, whichever comes first.

### **Step 2 – Informal Inquiries Following Claim Denials**

If a claim has been denied in whole or in part, and you have questions about the reasons for the denial or you disagree with

the reasons, you may make an informal inquiry by telephone about the reasons for the denial to:

- Aetna, Highmark BCBS or UnitedHealthcare, as the case may be, with respect to the **MMCP**;
- Express Scripts with respect to the **MPSB**;
- Effective for services rendered on or after January 1, 2013, Highmark BCBS or UnitedHealthcare, as the case may be, with respect to the **CHCB**; and
- Effective for services rendered on or after January 1, 2013, United Behavioral Health with respect to the **MHSA**.

The Explanation of Benefits that you receive denying your claim in whole or in part will set forth the name and telephone number of the appropriate office to contact if you would like to make an informal inquiry concerning your claim for benefits. You are not required to make an informal inquiry before you initiate any formal appeal, but an informal inquiry could lead you to understand better the reasons for the claim denial, or it could result in a change in the way your claim is handled. Informal inquiries concerning claim denials must be made within 60 days after you receive your Explanation of Benefits and will be addressed promptly.

### **Step 3 – Formal Appeals of Claim Denials: Rights and Procedures**

The formal appeals process for denied claims under the **MMCP**, the **MPSB** and, effective for services rendered on or after January 1, 2013, the **CHCB** and the **MHSA**, consists of a first and second level appeal process as explained below.

## **First Level of Appeal for all Claim Denials – To the Company Administering Your Benefit**

If you are dissatisfied with the handling of your claim following informal inquiry, or even if you do not make an informal inquiry, you may make a formal written appeal of a denied claim to:

- Highmark BCBS, Aetna or UnitedHealthcare, as the case may be, with respect to the **MMCP**;
- Express Scripts with respect to the **MPSB**;
- Effective for services rendered on or after January 1, 2013, Highmark BCBS or UnitedHealthcare, as the case may be, with respect to the **CHCB**; and
- Effective for services rendered on or after January 1, 2013, United Behavioral Health with respect to the **MHSA**.

Your Explanation of Benefits will include information explaining how to initiate this formal appeal and the name and address of the office to which the formal appeal should be sent. All formal appeals must be initiated by a written request for a formal appeal. Your request for a formal appeal must be submitted within one hundred eighty (180) days after you receive your Explanation of Benefits or, if you make a timely informal telephone inquiry concerning the denial of your claim, within one hundred eighty (180) days after you make that informal inquiry.

You may submit additional information with your written request for formal appeal. Your formal appeal may include evidence and testimony, and written comments, documents, records and other information relating to the claim for benefits

(regardless of whether such information was considered in the initial claim for benefits). You are also entitled, upon request and at no charge, to receive access to and copies of all documents, records, and other information relevant to your claim, although in some cases approval may be needed for the release of confidential information such as medical records. Your benefits administrator, considering your formal appeal, will provide you with new or additional evidence considered, relied upon, or generated by your benefits administrator, or at its direction and any additional rationale for a denial prior to appeals decision in order to give you a reasonable opportunity to respond to the new evidence or rationale. This information will be provided sufficiently in advance of the date by which your benefits administrator must provide the claims denial notice, to give you the opportunity to respond to the new or additional information. The decision made on your appeal will take into account all comments, documents, records, and other information you submit relating to your claim, regardless of whether the information was submitted or considered as part of the initial determination on your claim.

All decisions of first level appeals will be made without any deference to the initial decision on your claim. The individual who decides your formal first level appeal will not be the same person who initially decided your claim, nor will he or she be a subordinate of that person. If the benefits decision under review is based on a medical judgment, the individuals reviewing your appeal will consult with a health care professional who has appropriate training and experience. That health care professional will not be a person who was consulted in connection with the initial decision on your claim nor will he or she be a subordinate of a person consulted on the initial decision.

You will be notified of the decision on your formal appeal in writing or electronically (except as noted below). The written or electronic notice will be written in a manner calculated to be understood by you, will specify the reasons for the decision,

including a denial code and its corresponding meaning, and a description of the standard, if any, that was used in denying your claim, including a discussion of the decision, will contain a reference to specific plan provisions relevant to the decision, and a statement that you may receive, upon request and at no charge, reasonable access to and copies of documents and information relevant to your claim for benefits. The notice will also specify any rule, guideline, or protocol relied on in deciding your appeal, or an offer to provide such rule, guideline or protocol at no charge upon request. The notice will also identify any medical experts whose advice was obtained on behalf of the Plan in connection with your claim, even if the advice was not relied on in making a benefit decision. The notice will also include a description of your right to bring an action under ERISA Section 502(a) after you complete the appeal process. You may appeal an adverse decision on your formal first level appeal as described below.

### **Final (Second Level) Appeal**

The second level of the appeal process is explained below. There are two possible second level appeal processes – one for claims that do not involve **Medical Judgment** and one for claims that do involve **Medical Judgment**. A decision on your formal second level appeal will be final, except that you may appeal that decision to a court (see below).

#### **Claims Not Involving Medical Judgment – To an External Independent Review Agency**

The Plan has engaged an independent review agency to handle certain further appeals of claims under the **MMCP** and, effective for services rendered on or after January 1, 2013, the **CHCB** and the **MHSA** that do not involve **Medical Judgment**. If you are dissatisfied with the results of any initial appeal of your claim denial to Highmark BCBS, UnitedHealthcare, Aetna or United Behavioral Health that does not involve **Medical Judgment**, you may file an additional

appeal with the independent review agency. Your request for an appeal to the independent review agency must be submitted within ninety (90) days after you receive the results from your initial appeal, and the process for filing an appeal to the independent review agency will be included with the results from your initial appeal.

With respect to the **MPSB**, if you are dissatisfied with the results of any initial appeal of your claim denial to Express Scripts, you may file an additional appeal with Express Scripts if the claim does not involve **Medical Judgment**. Your request for an appeal to Express Scripts must be submitted within ninety (90) days after you receive the results from your initial appeal, and the process for filing an appeal to Express Scripts will be included with the results from your initial appeal.

#### **Claims Involving Medical Judgment – To an External Independent Review Organization**

If your claim involves **Medical Judgment** (excluding those that involve only contractual or legal interpretation without any use of **Medical Judgment**), and you exhaust the first level of appeal procedure under the **MMCP** or the **MPSB** or, effective for services rendered on or after January 1, 2013, the **CHCB** or **MHSA** (or earlier, if you are deemed to have exhausted such procedure due to the Plan's failure to comply with the procedure), you will have the right to request a second level of appeal, which will consist of an independent review with respect to that claim. You must request this appeal/independent review within four months after receiving notice of an adverse benefit determination or final internal adverse benefit determination.

Within five business days after receiving your request, a preliminary review will be completed to determine whether: (i) you are/were covered under the **MMCP** or **MPSB** or, effective for services rendered on or after January 1, 2013, the **CHCB** or **MHSA**; (ii) the denial was based on an issue involving

**Medical Judgment;** (iii) you exhausted the internal claims and appeals process under the **MMCP** or **MPSB** or, effective for services rendered on or after January 1, 2013, the **CHCB** or **MHSA**, if required; and (iv) you provided all information necessary to process the independent review. Within one business day after completing the preliminary review, you will be notified in writing if your request is not eligible for an independent review or if it is incomplete. If your request is complete but not eligible for independent review, the notice will include the reason(s) for ineligibility. If your request is not complete, the notice will describe any information needed to complete the request. You will have the remainder of the four month filing period or 48 hours after receiving the notice, whichever is greater, to cure any defect. If eligible for an independent review, your request will be assigned to an independent review organization (IRO). The IRO will provide written notice of its final independent review decision within 45 days after the IRO receives the request for independent review. If the IRO reverses the adverse benefit determination or final internal adverse benefit determination, then the Plan will cover the claim.

In addition, you will have the right to an expedited independent review in the following situations:

1. Following an adverse benefit determination involving a medical condition for which the timeframe for completion of an expedited internal appeal would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function and you have filed a request for an expedited internal appeal.
2. Following a final internal adverse benefit determination involving (i) a medical condition for which the timeframe for completion of a standard independent review would seriously jeopardize your life or health or would



jeopardize your ability to regain maximum function or (ii) an admission, availability of care, continued stay, or health care item or service for which you received emergency services but have not been discharged from a facility.

The IRO will provide notice of its final independent review decision as expeditiously as the claimant's medical condition or circumstances require, but not more than 72 hours after the IRO receives the request.

### **Formal Appeals of Claim Denials: Timeframes for Receiving a Determination**

Following is a summary of the timeframes for receiving a determination on your appeal of a denied claim.

#### **Urgent Care Appeals – Claims Not Involving Medical Judgment**

Your appeal may require prompt action if you are appealing the denial of your request for required pre-approval of **Urgent Care** under the **Out-of-Network Services** portion of the **MMCP** or **MHSA**, under the **CHCB**, or under the **MPSB** and a prior authorization is involved. In these situations:

- Your appeal need not be in writing. You or your **Physician** can request a review by telephone. All necessary information, including the decision, will be transmitted verbally, by telephone, by facsimile, or by similar means.
- You will be notified verbally and in writing or electronically as soon as possible, but no later than 72 hours from receipt of your appeal.

- Your appeal will no longer be processed as appealing a denial of a request for pre-approval for urgent care or treatment if you go ahead and receive the care or treatment for which you seek pre-approval. Instead, your appeal will be processed as a post-service claim for reimbursement.

## **Non-Urgent Care Appeals**

### **Pre-Service**

If you are appealing the denial of your request for required pre-approval for medical care services or treatment under the **Out-of-Network Services** portion of the **MMCP**, effective for services rendered on or after January 1, 2013, the **CHCB** or, effective for services rendered on or after January 1, 2013, the **Out-of-Network Services** portion of the **MHSA** or the termination or reduction of benefits for medical care or treatment, your appeal will be handled as follows:

- A decision following the review of your first level appeal by the benefits administrator charged by the Plan to perform such review will be sent to you within 15 days from the day your appeal of the denial is received.
- If you file a final (second level) appeal with the independent review agency (**MMCP**, **CHCB** or **MHSA** claims) or with Express Scripts (**MPSB** claims) with respect to a claim not involving **Medical Judgment**, a decision will be sent to you within 15 days from the day your appeal is received by the independent review agency or Express Scripts.
- If you file a final (second level) appeal with respect to a claim involving **Medical Judgment**, the IRO's decision will be sent to you within 45 days from the day your appeal is received by the IRO.

- Your appeal will no longer be processed as appealing a denial of a request for pre-approval for care or treatment if you go ahead and receive the care or treatment for which you seek pre-approval. Instead, your appeal will be processed as a post-service claim for reimbursement.

### Post-Service

If you are appealing the denial of benefits for care or treatment that you have already received, your appeal will be handled as follows:

- A decision following the review of your appeal by the benefits administrator charged by the Plan to perform such review will be sent to you within 30 days after your appeal of the denial is received.
- If you file a final (second level) appeal with the independent review agency (**MMCP**, **CHCB** or **MHSA** claims) or with Express Scripts (**MPSB** claims) with respect to a claim not involving **Medical Judgment**, a decision will be sent to you within 30 days from the day your appeal is received by the independent review agency or Express Scripts.
- If you file a final (second level) appeal with respect to a claim involving **Medical Judgment**, the IRO's decision will be sent to you within 45 days from the day your appeal is received by the IRO.

### **Judicial Actions**

You must exhaust the entire appeals processes described above for the **MMCP** or the **MPSB** (i.e., both the first level of appeal, which is internal to the company administering your benefits and the final level of appeal, which includes the independent review process for claims under the **MMCP**)

before you file a lawsuit on any claim involving the Plan with respect to the **MMCP** or the **MPSB**. Effective for services rendered on or after January 1, 2013, you must exhaust the entire appeals processes described above for the **CHCB** or the **MHSA** (i.e., both the first level of appeal, which is internal to the company administering your benefits and the final level of appeal, which includes the independent review process) before you file a lawsuit on any claim involving the Plan with respect to the **CHCB** or the **MHSA**.

If you file a lawsuit concerning a claim without completing the appeals processes described above, the Plan will ask that your lawsuit be dismissed. You may not sue on your claim more than three years from the time proof of claim is required. However, if any applicable law requires that you have more time to bring suit, you will have the time allowed by that law.

## **Processing Of Claims And Benefit Determinations under the CHCB and the MHSA**

The procedures described in this section apply under the **CHCB** and **MHSA** only for claims submitted prior to January 1, 2013.

A “claim” is a request for required pre-approval of a medical care service or a **Notification** for certain **Out-of-Network Services** under the **MHSA**, or for reimbursement or payment for care or treatment you have already received.

If, in order to receive full benefits, you request required pre-approval of services involving urgent care or provide the required **Notification** for certain **Out-of-Network Services** under the **MHSA** involving urgent care, you will receive verbal notification followed by a written or electronic Explanation of Benefits informing you of the determination made with regard to your request. For all other claims, you will receive a written or electronic Explanation of Benefits informing you of the benefit determination. The Explanation of Benefits will be written in a manner that can be understood by you. If the decision is adverse to you, the Explanation of Benefits will contain the reasons for the decision, references to specific Plan provisions that explain the decision, an explanation of any additional material or information that may be necessary and why that information is necessary, a description of the applicable appeal procedure and time limits (see below), including the expedited procedures for claims involving urgent care, and a statement about your rights to bring an action in court if the decision is still adverse to you once you complete the appeal process. The Explanation of Benefits will also include information about any rule, guideline, protocol, or similar criterion that was relied upon in making a decision adverse to you, or a statement that such information will be provided at no charge upon request. If a determination adverse to you is based on a judgment about medical necessity, experimental treatment, or a similar Plan exclusion

or limitation, the Explanation of Benefits will include either an explanation of the scientific or clinical judgment involved or a statement that such an explanation will be provided to you at no charge upon request.

## **Urgent Care Claims**

If you are requesting required pre-approval for care or treatment in order to obtain full benefits under the **CHCB**, or are providing the required **Notification** in order to obtain full benefits for certain **Out-of-Network Services** under the **MHSA** and if a delay in granting of your request could seriously jeopardize your life or health or your ability to regain maximum function, or if, in the opinion of a **Physician** who knows your medical condition, you are in severe pain that cannot be managed adequately without the care or treatment being sought, your request will be treated as an urgent care claim and the following will apply:

- A health care professional with knowledge of your medical condition may act as your authorized representative for the purpose of your request.
- If your request was not made properly, you will be provided with verbal notification of the proper procedure for making the request as soon as possible, but no later than 24 hours from the receipt of your request.
- If your request is made properly and all necessary information is included, you will be provided with verbal notification of the determination made upon your request as soon as possible, but no later than 72 hours from the receipt of your request.
- If additional information is required to make a determination on your request, you will be provided with verbal notification of the additional information

required to complete your request as soon as possible, but no later than 24 hours from receipt of your request.

- You will have 48 hours after receipt of this notification to provide the additional information.
- You will then be provided with verbal notification of the determination on your request as soon as possible, but no later than 48 hours after the earlier of:
  - the receipt of the additional information; or
  - the end of the 48-hour period in which you have to provide the additional information.
- If an urgent care request for ongoing treatment was previously approved for a period of time or a number of treatments, and you request an extension of that treatment, you will be provided with verbal notification of the determination on your request as soon as possible, but no later than 24 hours from the receipt of your request, provided your request is made at least 24 hours before the termination of care. Otherwise, you will be provided with verbal notification of the determination no later than 72 hours from the receipt of your request.
- For all requests for required pre-approval of services involving urgent care or required **Notification** for certain **Out-of-Network Services** involving urgent care under the **MHSA**, a written or electronic copy of the determination will be sent to you within 3 days following verbal notification.

- Your request will no longer be processed as involving urgent care if you go ahead and receive the care or treatment for which you seek pre-approval or if you fail to provide the required **Notification** for certain **Out-of-Network Services** under the **MHSA**. Instead, your request will be processed as a post-service, non-urgent claim for reimbursement.

## **Non-Urgent Care Claims**

### **Pre-Service**

If, in order to receive full benefits under the **CHCB** you request required pre-approval of care or treatment that does not involve urgent care, or in order to receive full benefits under the **MHSA** for certain **Out-of-Network Services** not involving urgent care you provide the required **Notification**, the following will apply:

- If your request was not made properly, you will be notified verbally or in writing within 5 days from the receipt of your request of the proper procedure for making the request.
- If your request is made properly, a notice of determination regarding your request will be sent to you no later than 15 days after receipt of your request. The benefits administrator charged by the Plan to process your request may take an additional 15 days to make a determination if such administrator determines that such an extension is necessary for reasons beyond its control and notifies you of this extension within 15 days from the receipt of your request. This notice will give you the reason for the extension and the date by which the administrator's determination will be made.



- If an extension is necessary because additional information is required to make the determination, you will be notified of the specific information that is needed.
  - You will have 45 days after receipt of this notice to provide the additional information.
  - The period for making a determination on your request will be suspended until you either provide the necessary information or until the 45-day period for you to provide the information ends, whichever comes first.
- If a request for a pre-approval or a **Notification** regarding ongoing treatment was previously approved for a period of time or a number of treatments, and the appropriate benefits administrator wants to reduce or terminate the treatment, you will be notified promptly.
- Your request will no longer be processed as a pre-service request if you go ahead and receive the care or treatment for which you seek pre-approval or if you fail to provide the required **Notification** for certain **Out-of-Network Services** under the **MHSA**. Instead, your request will be processed as a post-service claim for reimbursement.

## **Post-Service**

When you seek reimbursement or payment for care or treatment that you have already received, your claim will be handled as follows:

- You will ordinarily be notified as to whether your claim will be paid or denied (in whole or in part) no later than 30 days after the receipt of your claim.

- The benefits administrator charged by the Plan to process your claim may take an additional 15 days to make a benefit determination if the administrator determines that such an extension is necessary due to matters beyond its control and notifies you of this extension within 30 days from the receipt of your claim. This notice will give you the reason for the extension and the date by which the benefit determination will be made.
- If additional information is required to make a benefit determination, the notice will state this and identify the additional information required.
  - You have 45 days after receipt of this notice to provide the additional information.
  - The period for making a benefit determination on your claim will be suspended until you either provide the necessary information or until the 45-day period for you to provide the information ends, whichever comes first.

### **Informal Inquiries Following Claim Denials**

If a claim has been denied in whole or in part, and you have questions about the reasons for the denial or you disagree with the reasons, you may make an informal inquiry by telephone about the reasons for the denial to:

- United Behavioral Health with respect to the **MHSA** Benefit; and
- UnitedHealthcare or Highmark BCBS, as the case may be, with respect to the **CHCB**.

The Explanation of Benefits that you receive denying your claim in whole or in part will set forth the name and telephone

number of the appropriate office to contact if you would like to make an informal inquiry concerning your claim for benefits. You are not required to make an informal inquiry before you initiate any formal appeal, but an informal inquiry could lead you to understand better the reasons for the claim denial, or it could result in a change in the way your claim is handled. Informal inquiries concerning claim denials must be made within 60 days after you receive your Explanation of Benefits and will be addressed promptly.

## **Formal Appeals of Claim Denials**

If you are dissatisfied with the handling of your claim following informal inquiry, or even if you do not make an informal inquiry, you may make a formal written appeal to:

- United Behavioral Health with respect to the **MHSA** Benefit; and
- Highmark BCBS or UnitedHealthcare with respect to the **CHCB**.

Your Explanation of Benefits will include information explaining how to initiate this formal appeal and the name and address of the office to which the formal appeal should be sent. All formal appeals must be initiated by a written request for a formal appeal, unless you are appealing a denial of your request for pre-approval of urgent care, in which case you may initiate your appeal verbally. Your request for a formal appeal must be submitted within one hundred eighty (180) days after you receive your Explanation of Benefits or, if you make a timely informal telephone inquiry concerning the denial of your claim, within one hundred eighty (180) days after you make that informal inquiry.

You may submit additional information with your written request for formal appeal. You may also submit issues and comments in writing. You are also entitled, upon request and

at no charge, to receive access to and copies of all documents, records, and other information relevant to your claim, although in some cases approval may be needed for the release of confidential information such as medical records. The decision made on your appeal will take into account all comments, documents, records, and other information you submit relating to your claim, regardless of whether the information was submitted or considered as part of the initial determination on your claim.

The Plan has engaged an independent review agency to handle certain further appeals. If you are dissatisfied with the results of any initial appeal of your claim denial to Highmark BCBS, UnitedHealthcare, or United Behavioral Health, you may file an additional appeal with the independent review agency. Your request for an appeal to the independent review agency must be submitted within ninety (90) days after you receive the results from your initial appeal, and the process for filing an appeal to the independent review agency will be included with the results from your initial appeal.

All decisions following formal appeals will be made without any deference to the initial decision on your claim. The individual who decides your formal appeal will not be the same person who initially decided your claim, nor a subordinate of that person. If the benefits decision under review is based on a medical judgment, the individuals reviewing your appeal will consult with a health care professional who has appropriate training and experience. That health care professional will not be a person who was consulted in connection with the initial decision on your claim nor a subordinate of a person consulted on the initial decision.

You will be notified of the decision on your formal appeal in writing or electronically (except as noted below). The written or electronic notice will specify the reasons for the decision and will be written in a manner calculated to be understood by you, and will contain a reference to specific plan provisions

relevant to the decision, as well as a statement that you may receive, upon request and at no charge, reasonable access to and copies of documents and information relevant to your claim for benefits. The notice will also include a description of your right to bring an action under ERISA Section 502(a), along with any rule, guideline, or protocol relied on in deciding your appeal, or an offer to provide such rule, guideline or protocol at no charge upon request. The notice will also identify any medical experts whose advice was obtained on behalf of the Plan in connection with your claim, even if the advice was not relied on in making a benefit decision. A decision on your formal appeal will be final, except that you may appeal that decision to a court (see below).

## **Urgent Care Appeals**

Your appeal may require prompt action if you are appealing the denial of your request for required pre-approval for care or treatment under the **CHCB** or **MHSA** (including denials for non-**Notification** of certain **Out-of-Network Services**), and if a delay in the approval of benefits for that care or treatment could seriously jeopardize your life or health or your ability to regain maximum function, or if, in the opinion of a **Physician** who knows your medical condition, you are in severe pain that cannot be managed adequately without the care or treatment being sought. In these situations:

- Your appeal need not be in writing. You or your **Physician** can request a review by telephone. All necessary information, including the decision, will be transmitted verbally, by telephone, by facsimile, or by similar means.
- You will be notified verbally and in writing or electronically as soon as possible, but no later than 72 hours from receipt of your appeal.

- Your request will no longer be processed as involving urgent care if you go ahead and receive the care or treatment for which you seek pre-approval or if you fail to provide the required **Notification** for certain **Out-of-Network Services** under the **MHSA**. Instead, your request will be processed as a post-service non-urgent claim for reimbursement.

## **Non-Urgent Care Appeals**

### **Pre-Service**

If you are appealing the denial of your request for required pre-approval for non-urgent care or treatment under the **CHCB** or **MHSA**, or the termination or reduction of benefits for non-urgent care or treatment, your appeal will be handled as follows:

- A decision following the review of your appeal by the benefits administrator charged by the Plan to perform such review will be sent to you within 15 days from the day your appeal of the denial is received.
- If you file a further appeal with independent review agency, a decision will be sent to you within 15 days from the day your appeal is received by independent review agency.
- Your request will no longer be processed as a pre-service request if you go ahead and receive the care or treatment for which you seek pre-approval or if you fail to provide the required **Notification** for certain **Out-of-Network Services** under the **MHSA**. Instead, your request will be processed as a post-service claim for reimbursement.

## **Post-Service**

If you are appealing the denial of benefits for care or treatment that you have already received, your appeal will be handled as follows:

- A decision following the review of your appeal by the benefits administrator charged by the Plan to perform such review will be sent to you within 30 days after your appeal of the denial is received.
- If you file a further appeal with the independent review agency, a decision will be sent to you within 30 days after your appeal is received by the independent review agency.

## **Judicial Actions**

You must exhaust the appeals process described above for the **CHCB** or the **MHSA** before you file a lawsuit on any claim involving the Plan with respect to benefits under the **CHCB** or the **MHSA**. If you file a lawsuit over a claim without completing the appeals process described above, the Plan will ask that your lawsuit be dismissed. You may not sue on your claim more than three years from the time proof of claim is required. However, if any applicable law requires that you have more time to bring suit, you will have the time allowed by that law.

# VIII

## ADDITIONAL INFORMATION

### Important Notice About The Plan And Medicare

#### Medicare Eligibility and Enrollment

There are four ways a person can become eligible for **Medicare**:

1. on the first day of the month the person attains age 65;
2. on the first day of the 29<sup>th</sup> month following the day the person is found to be totally and permanently disabled under either the Railroad Retirement Act or the Social Security Act;
3. for persons with End-Stage Renal Disease (ESRD), on the earlier of:
  - the first day of the third month after the month the person begins a course of maintenance dialysis treatments, or
  - the first day of the month the person is admitted to an approved hospital for a kidney transplant or procedures preliminary to a transplant, or
  - the first day of the month the person participates in a self-dialysis training program in a **Medicare** approved training facility; or
4. when the person meets the eligibility requirements of a disabled child.



Benefits for people who are eligible for **Medicare** may be paid differently depending on a variety of circumstances, some of which are described below. The Railroad Retirement Board or the Social Security Administration can provide you with more information about **Medicare** eligibility. Both agencies annually publish “Medicare and You,” which gives valuable information about **Medicare** and can be obtained online at [www.Medicare.gov/publications](http://www.Medicare.gov/publications).

### **Order Of Benefits – Who Pays First**

If an **Eligible Employee** or an **Eligible Dependent** is also eligible for **Medicare**, the following rules determine whether the Plan or **Medicare** is the primary payer.

### **Medicare Eligibility Due to Age or Disability**

If the person is eligible for **Medicare** due to age or disability other than ESRD, then the Plan is primary for the **Eligible Employee** and the **Eligible Dependent** while the **Eligible Employee** is actively working, or if not actively working, while he or she meets all of the following conditions:

- Retains employment rights in the railroad industry;
- Has not had his or her employment terminated by his/her employer;
- Is not receiving disability payments from an employer for more than 6 months;
- Is not receiving disability benefits from Social Security or under the Railroad Retirement Act; and
- Has Plan coverage that is not **COBRA** continuation coverage.

A person eligible for **Medicare** can reject the Plan as primary payer of health benefits. If Plan benefits are rejected, however, the Plan cannot provide any benefits for services and supplies covered by **Medicare**, even if the **Medicare** benefit is less than the benefit which would have been payable under the Plan. In this case, **Eligible Expenses** under the Plan are limited to services and supplies wholly uncovered by **Medicare**. The person must notify Railroad Enrollment Services in writing to reject Plan benefits.

### **Medicare Eligibility Due to ESRD**

If the person is eligible for **Medicare** due to ESRD, the Plan is primary for all services (not just those related to ESRD) during the first 30 months of **Medicare** eligibility. After 30 months, **Medicare** becomes primary.

### **Dual Medicare Eligibility**

If a person has dual eligibility for **Medicare** (is eligible due to age or disability other than ESRD, and also due to ESRD), the ESRD rule applies unless **Medicare** became the person's primary payer due to age or other disability *before* the person became eligible for **Medicare** due to ESRD.

*If **Medicare** benefits would be paid primary to Plan benefits, it is essential that the person be enrolled in **Medicare** Parts A and B. If the person fails to enroll in **Medicare** Part A and Part B, Plan benefits will still be determined as if the person had enrolled. This means that a person failing to enroll in **Medicare** Part A will **not** receive **Medicare** benefits for services covered by Part A, and a person failing to enroll in **Medicare** Part B will **not** receive **Medicare** benefits for services covered by Part B, but in each case, Plan benefits will still be calculated as if **Medicare** had paid primary; Plan benefits will **not** be increased to make up for the loss of **Medicare** benefits.*

*The Plan will reimburse the **Eligible Employee** for any **Medicare** premium paid during any month in which **Medicare** is primary (except during the final year of Employee-only coverage available to Disabled Employees). You may obtain a form to claim a refund of **Medicare** premiums by writing to:*

*Railroad Enrollment Services  
Railroad Administration  
P. O. Box 150453  
Hartford, CT 06115-0453*

*The Plan will also reimburse the **Eligible Employee** for both Part A and Part B **Medicare** premiums paid during a period when a person is not eligible for premium free Part A **Medicare**.*

## **Medicare Premiums**

### **Part A Medicare**

For most people, there is no premium for Part A **Medicare** (Hospital Insurance). A person eligible for **Medicare** due to age or disability should enroll for Part A **Medicare** as soon as first eligible, even if the Plan provides primary benefits.

If neither you nor your spouse has the required age or years of service to be eligible for benefits under the Railroad Retirement Act or the Social Security Act, the person eligible for **Medicare** will be required to pay a monthly premium for Part A **Medicare**. If this is the case, see the section below about Part B **Medicare**. As soon as you or your spouse become eligible for benefits under the Railroad Retirement Act or the Social

Security Act (even if you do not actually apply for those benefits), this premium for Part A **Medicare** is no longer required.

If the person is eligible for **Medicare** due to ESRD, see the Special Rule described below.

### **Part B Medicare**

There is a monthly premium required for Part B **Medicare** (Medical Insurance).

If **Medicare** is primary, benefits under the Plan will be reduced by any amount payable under **Medicare**. If the person does not enroll in Part B **Medicare**, the Plan will estimate the amount that would have been paid by Part B **Medicare** had the person enrolled, and will reduce the Plan benefits by that estimated amount. Therefore, when **Medicare** is primary, the person should enroll for Part B **Medicare** when he or she enrolls for Part A **Medicare**.

A person who has rejected Plan benefits should also enroll for Part B **Medicare**.

If the Plan is primary, the person has two options:

1. Enroll in Part B **Medicare** as a secondary benefit.
2. Delay enrollment in Part B **Medicare**.

If the person delays enrollment in Part B **Medicare**, the person may enroll during the 8-month period that begins as of the first day of the month immediately following the month in which the **Eligible Employee** ceases to be covered by the Plan or employment ends, whichever comes first, or would have ceased to be covered by the Plan had he/she not elected **COBRA** coverage. There is no penalty or waiting period for enrollment during this 8-month period.

If the person delays enrollment in Part B **Medicare**, and does not enroll during this 8-month period, the person may enroll during any subsequent general enrollment period. A general enrollment period is held each January 1 through March 31. **Medicare** coverage begins July 1 of the year of enrollment. A surcharge is required for each year the enrollment is delayed beyond the end of this 8-month period.

If the person is not eligible for premium free Part A **Medicare**, this information about Part B **Medicare** also applies to Part A **Medicare**.

### **Special Rule for Persons with ESRD**

The Plan is primary during the first 30 months of **Medicare** eligibility. The person has two options:

1. Enroll in both Parts A and B **Medicare** when first eligible, or
2. Delay enrollment in both Parts A and B **Medicare** until the 31st month of **Medicare** eligibility.

If the person delays enrollment in Part B **Medicare** only, the person can later enroll in Part B **Medicare** during a general enrollment period, and will have to pay a premium surcharge for late enrollment.

### **Refund of Medicare Premiums**

The Plan will refund a person's Part B **Medicare** premium for any month in which the person's **Medicare** benefits are paid primary to Plan benefits (excluding any month during the last calendar year of Employee Health Care Benefits for a Disabled Employee).

The Plan will also refund a person's Part A and Part B **Medicare** premiums during any month in which the person is required to

pay a premium for Part A **Medicare**, even if Plan benefits are paid primary to **Medicare** benefits.

**Medicare** premiums are not reimbursed by the Plan when:

- the person's Plan benefits are paid primary to **Medicare** benefits (unless the person must also pay a premium for Part A **Medicare**);
- the person is covered as a Disabled Employee, in the final year of eligibility for Employee Health Care Benefits; or
- the person has rejected the Plan as primary payer of health benefits.

A form to request a refund of **Medicare** premiums can be obtained from:

Railroad Enrollment Services  
Railroad Administration  
P.O. Box 150453  
Hartford, CT 06115-0453

## **Information Required By The Employee Retirement Income Security Act Of 1974 (“ERISA”)**

- **Name of Plan:**

The National Railway Carriers and United Transportation  
Union (NRC/UTU) Health and Welfare Plan

- **Plan Identification Numbers:**

Employer Identification Number (EIN): 52-2174651

Plan Number (PN): 510

- **Plan Administrator:**

The Governing Committee, consisting of:

National Carriers’ Conference Committee  
251 18<sup>th</sup> Street, South  
Suite 750  
Arlington, Virginia 22202  
Telephone (202) 862-7200

jointly with

SMART – Transportation Division  
24950 Country Club Blvd, Suite 340  
North Olmsted, OH 44070  
Telephone (216) 228-9400

The Plan Administrator has authority to control and manage the operation and administration of the Plan and is the agent for service of legal process. Service of process upon the Plan may also be made by serving its trustee.

- The Plan was established and is maintained pursuant to collective bargaining agreements between certain railroads and the United Transportation Union. The railroads and the United Transportation Union are represented in connection with the establishment and maintenance of the Plan by the National Carriers' Conference Committee and by the United Transportation Union Health and Welfare Committee, Cooperating Railway Labor Organizations, respectively. The two Committees administer the Plan. When acting as Plan Administrator, the Committees form a single Committee, called the Governing Committee.
- **Type of administration:** Trusteed and Self-Administered.
  - The Plan is administered directly by the Plan Administrator. The Plan's health care benefits are funded directly by the Plan. They are not insured.
  - The Plan's administration is governed by the terms of the Plan Documents. The Summary Plan Description (this booklet) provides a description of the health care benefits that are available under the Plan. In connection with these benefits, the Plan Documents give the various entities that administer them pursuant to contracts with the Plan Administrator the discretion to construe and interpret the terms of the Plan. If you do not agree with a determination made by any of those entities, you may request a review of your claim. See pages 211 through 219 of this booklet for a description of the appeal procedure.
- **Trustee:**

Suntrust Bank  
919 East Main Street, 7th Floor  
Richmond, VA 23219



- **Source of contributions to the Plan:** Employer and employee contributions.

- Employers contribute to the Plan on a monthly basis. The amount of each contribution depends upon the number of qualifying employees who rendered the **Requisite Amount of Compensated Service** during, or received the **Requisite Amount of Vacation Pay** for, the preceding month and the applicable payment rate per employee.
- Employees also contribute to the Plan on a monthly basis. During any month in which the employee's employer is required to make a contribution to the Plan with respect to foreign-to-occupation Employee Health Care Benefits, or with respect to Dependents Health Care Benefits, for the employee, the employee must also make a contribution to the Plan. Employee contributions are deducted from wages. The amounts of employee contributions are determined pursuant to the applicable collective bargaining agreement.
- Health care benefits under the Plan are payable from funds that are held in trust under the Plan and invested by the Plan's trustee until needed to pay such benefits.

- **Date of the end of the Plan Year:**

Each Plan Year ends on a December 31.

- **Claims Procedures:**

See Section VII of this booklet, pages 188 through 231, for information about claim procedures.

- **Plan Termination:**

The right is reserved in the Plan for the Plan Administrator to amend or modify the Plan in whole or in part at any time.

An employer or the UTU has the right to terminate its participation in the Plan at any time by delivery to the Plan Administrator of written notice of such termination, except as such right may be limited by obligations undertaken by the employer or the UTU in collective bargaining agreements.

In the event of termination of the Plan, the assets of the Plan will be used towards payment of obligations of the Plan and any remaining surplus will be distributed in the manner determined by the Plan Administrator to best effectuate the purposes of the Plan in accordance with the applicable regulations under ERISA.

The Plan may terminate as to an employer that fails to pay in a timely fashion the full amount required by the Plan to be paid by the employer during any calendar month. Such termination would be effective as of the first day of the calendar month immediately following the month during which the amount the employer failed to pay was due and payable.

As a Plan participant, you are entitled to certain rights and protections under ERISA, which provides that all Plan participants shall be entitled to:

- **Receive Information About Your Plan and Benefits**

- Examine, without charge, at the Plan Administrator's office (the office of the National Carriers' Conference Committee or the United Transportation Union Health and Welfare

Committee), at the headquarters office of the UTU, at each employer establishment in which 50 or more employees covered by the Plan customarily work, and at the meeting hall or office of each UTU local in which there are 50 or more members covered by the Plan, all documents governing the Plan, including the collective bargaining agreements pursuant to which the Plan was established and is maintained, a list of the employers that sponsor the Plan, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the Plan Administrator (either National Carriers' Conference Committee or the United Transportation Union Health and Welfare Committee), copies of documents governing the operation of the Plan, including collective bargaining agreements, a list of the employers that sponsor the Plan, and copies of the latest annual report (Form 5500 Series), and updated Summary Plan Descriptions. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary financial report.
- Receive, without charge, from the Plan Administrator, upon written request to its address, information as to whether a particular railroad (or other employer) participates in the Plan (and if so, its or their addresses), and as to whether such employer is a participating employer with respect to

one or more groups of its employees who are represented by the UTU. However, the Plan Administrator cannot inform you whether you as an individual employee are covered as a participant, because that information is subject to agreements between the respective employers and the UTU, to which the Plan Administrator is not a party and as to which it is not informed.

- **Continue Group Health Plan Coverage**

- Continue health care coverage for you or your dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review pages 37 through 45 of this Summary Plan Description on the rules governing your **COBRA** or USERRA continuation coverage rights.
- Reduce or eliminate exclusionary periods of coverage for preexisting conditions under the Plan, if any, as long as you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from the Plan or UnitedHealthcare when you lose coverage under the Plan, when you become entitled to elect **COBRA** continuation coverage, or when your **COBRA** continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage.

- **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called “fiduciaries” of the plan, have a duty to do so prudently

and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

- **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights.

- For instance, if you request a copy of Plan Documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.
- If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court, but not until you exhaust the appeals process described in this booklet.
- In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in Federal court, but not until you exhaust the appeals process described in this booklet.

- If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

- **Assistance with Your Questions**

If you have any questions about the terms of the Plan or about the proper payment of benefits, you may obtain more information from the companies described in this booklet as administering the benefits in which you participate or contact the Plan Administrator. If you have any questions about whether you are covered, you may obtain that information from your employer.

If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## Miscellaneous

### Options After Coverage Ends

When coverage ends under this Plan, other coverage may be available as follows:

- Coverage may be continued under this Plan for a limited period of time under the provisions of **COBRA** (see pages 37 through 42) or **USERRA** (see pages 42 through 44).
- Retired employees who are between 60 and 65 with 30 or more years of railroad service may be eligible for coverage under The Railroad Employees National Early Retirement Major Medical Benefit Plan.
- Certain employees and surviving dependents may enroll for health coverage under Group Policy GA-23111 issued by UnitedHealthcare.

Information about these options can be obtained by writing to Railroad Enrollment Services at the following address:

Railroad Enrollment Services  
Railroad Administration  
P.O. Box 30791  
Salt Lake City, UT 84130-0791

It is extremely important that you obtain information about these options before your coverage under this Plan ends. Information about the early retirement plan should be obtained while you are still working. If you wait longer, you may find that you are no longer eligible for one or more of these options.

## **Identification Cards**

All new **Eligible Employees** will receive Plan Identification Cards. To request additional Identification Cards, call the applicable toll free number shown on page 8 of this booklet.

## **Address Changes**

You should also report any changes in your address to your employer, so that you are enrolled in the proper network area of the Plan. If you are not an active employee, you must keep the Plan apprised of your current address so that you can receive all communications. Call Railroad Enrollment Services at the phone number listed on page 8 to obtain information on how to report a change in address.