

# Health Maintenance Organization (HMO)

# Large Group Certificate of Coverage

State of Wisconsin

2650 Novation Parkway Fitchburg, WI 53713

### **IMPORTANT INFORMATION**

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# IMPORTANT INFORMATION

# GROUP HMO BENEFIT PLAN Certificate of Coverage

Quartz is the shorthand name for the administrator of this policy and the insurance underwriting company, Quartz Health Benefit Plans Corporation. Quartz has entered into an agreement with your employer to provide you with a health insurance benefit plan. Quartz has issued to your employer a Group Master Policy Agreement that outlines the duties and obligations of the parties. You and any dependents who are insured under the Group Master Policy Agreement are listed on an Enrollment Form that your employer has submitted to Quartz.

This Certificate of Coverage is incorporated into and made part of the Group Master Policy Agreement. If the terms of this Certificate of Coverage differ from the terms of the Group Master Policy Agreement, the Group Master Policy will govern. This Certificate of Coverage replaces any previous certificate that Quartz may have issued to you. You may contact your employer's benefits manager if you wish to review the Group Master Policy Agreement.

This *Certificate of Coverage* explains the terms and conditions of *your* insurance coverage. Please read it carefully. If *you* have questions, contact *your* employer's benefit manager or *Quartz* Customer Success. Unless otherwise explicitly indicated, *Quartz* has full discretion and authority to make all determinations required to administer the *policy*, including eligibility for benefits and interpretation of terms under the *policy*.

Please Note: This is an HMO plan, and you are expected to obtain services from Quartz's in-network providers. If you obtain elective (non-emergency) services from an out-of-network provider, the services must be prior authorized by Quartz to be eligible for coverage. When you receive authorized services from an out-of-network provider, benefits will be limited to the usual, customary and reasonable charge. This amount may be less than the

### IMPORTANT INFORMATION

billed charge. See the "Definitions" and "Obtaining Services" sections of this **certificate** for more information.

With *Quartz's* HMO plan, some benefits may be subject to a deductible, copayment or co-insurance amount. For benefits subject to a deductible, *you* must satisfy the deductible before *Quartz* will make payment for covered services. For benefits subject to co-payment or co-insurance, *you* are responsible for paying the co-payment or co-insurance amount listed in *your Schedule of Benefits* directly to the provider.

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# **ARTICLE I: DEFINITIONS**

The following terms are used in this *Certificate of Coverage*:

# **Activities of Daily Living (ADL)**

The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

### **Allowed Amount**

The maximum amount on which payment is based for covered health care services. This may be called "eligible expense," "payment allowance" or "negotiated rate." If **your provider** charges more than the allowed amount, **you** may have to pay the difference. See **Balance Billing**.

# **Ambulatory Surgery Center**

A facility that provides treatment and care when an overnight stay is not necessary.

# **Ancillary Provider**

Anesthesiologist, radiologist, pathologist, emergency room **physician** and medical laboratory.

# <u>Appeal</u>

A request for **your** health insurer or **plan** to review a decision or a **grievance** again.

# <u>Attending Physician</u>

The **physician** or other health care professional who is treating **you**.

# <u>**Autism Spectrum Disorder**</u>

Includes any of the following:

- 1. Autism disorder; or,
- 2. Pervasive developmental disorder not otherwise specified.

# **Balance Billing**

When a **provider** bills **you** for the difference between the **provider's** charge and the **allowed amount**. For example, if the **provider's** charge is \$100 and the **allowed amount** is \$70, the **provider** may bill **you** for the remaining \$30. **Balance billing** may also occur when **Quartz** denies a claim that was coded improperly, and the **provider** bills **you** the unpaid amount.

An *in-network provider* may <u>not</u> *balance bill you* for covered services. An *out-of-network provider* may <u>not</u> *balance bill you* for covered *emergency services*. With *your informed consent*, an *out-of-network provider* may *balance bill you* for non-emergent services received at an *in-network* facility.

### Behavioral Health and Substance Use Disorder Services

The treatment of psychiatric *illness* or substance use disorders. This treatment is provided on an inpatient, outpatient, transitional and emergency care basis.

# **Benefit Period (or Benefit Year)**

The 12-month period during which **deductibles**, **out-of-pocket expenses** and limitations accumulate.

### **Benefit Rider**

An amendment to the *Group Master Policy Agreement* that adds or modifies *plan benefits* outlined in this *Certificate of Coverage*.

# **Care Management**

The collaborative process that promotes quality health care in a costeffective manner and which enhances the physical, psychological and social
health of individuals. The goal of *care management* is to assist patients and
families in obtaining quality health care at an appropriate cost, in the
appropriate setting, and to achieve positive outcomes through coordinated
efforts with *your* health care *providers*. *Care management* services are
provided by a staff of health care professionals. *Quartz* reserves the right to
use these services to optimize the clinical outcome, the standards of care and
the cost-effectiveness of care, and to remove barriers to well-living.

# **Certificate of Coverage (or Certificate)**

This document, including any **benefit rider**, issued to **you** which sets forth the terms, conditions and limitations of **your health plan**.

### **Change Form**

The form that **you** must complete if **you** wish to add or delete **dependents** or change the information on **your Enrollment Form**. **You** may submit some changes electronically by logging on to **QuartzBenefits.com**.

## **Charge**

The fee charged by the **provider** for the service or item provided.

### **Chemotherapy**

Drugs and biologics that kill cancer cells directly, including antineoplastics, biologic response modifiers, hormone therapy, and monoclonal antibodies, and that are used to do <u>any</u> of the following:

- 1. Cure a specific cancer;
- 2. Control tumor growth when cure is not possible;
- 3. Shrink tumors before surgery or radiation therapy; or,
- 4. Destroy microscopic cancer cells that may be present after a tumor is removed by surgery to prevent a cancer recurrence.

### Child

A **subscriber's** natural blood-related **child**, stepchild, legally adopted **child**, minor **child** placed in the custody of the **subscriber** for adoption, or a minor **child** for whom the **subscriber** or the **subscriber's** covered spouse has been appointed as legal guardian. Adopted children become **dependents** when the court order for adoption is signed or when the minor **child** is placed in the custody of the **subscriber** who is to be the adoptive parent, whichever occurs first.

### <u>Claim</u>

A demand for payment due in exchange for health care services provided. A **claim** must have this minimum information: patient name and address, **provider** name and address, description of services provided, date of service, reason for providing service and amount charged.

### **Co-insurance**

**Your** share of the costs of a covered health care service, calculated as a percent of the **allowed amount** for the service. **You** pay **co-insurance** plus any **deductibles you** owe. For example, if the **health insurance** or **plan's** allowed amount for an office visit is \$100 and **you've** met your **deductible**, **your co-insurance** payment of 20% would be \$20. The **health insurance** or **plan** pays the rest of the **allowed amount**.

You are responsible for paying co-insurance directly to the provider.

# **Complaint**

Any expression of dissatisfaction to *Quartz* by *you*, or a person acting on *your* behalf, about *Quartz* or *Quartz's in-network providers*.

# **Complications of Pregnancy**

Conditions due to pregnancy, labor and delivery that require medical care to prevent serious harm to the health of the mother or the fetus. Morning sickness and a non-emergency caesarean section are not considered **complications of pregnancy**.

### **Confidential Matter**

Personal information concerning the medical, personal or financial affairs that *Quartz* may acquire about *you* in the course of administering *plan benefits*. *Confidential matters* also include proprietary information and financial and other information relating to *Quartz* and its *providers*.

# **Confinement (or Confined)**

- The period of time between the admission to an inpatient or outpatient health care facility through the time of discharge. The health care facility may be a *hospital*, a substance use treatment center, a *skilled nursing facility* or a licensed *ambulatory surgical center*; and,
- 2. The time spent receiving **emergency services** for **illness** or **injury** in a **hospital**.

A **hospital** swing bed **confinement** is considered the same as **confinement** in a **skilled nursing facility**. In the event a **member** is transferred from one facility to another for the continued treatment of the same or a related condition, it is considered one **confinement**.

## <u>Congenital</u>

A condition that exists at birth and is diagnosed within 12 months following birth.

### **Contract Year**

The 12-month period following the *effective date* of the *Group Master Policy*.

# **Coordination of Benefits (COB)**

A process that allows *Quartz* to determine its respective payment responsibility. Through *COB*, *Quartz* determines which insurance plan has primary payment responsibility when an individual is covered by more than one plan.

# **Co-payment**

A fixed amount **you** pay for a covered health care service, usually when **you** receive the service. The amount can vary by the type of covered health care. **You** are responsible for paying the **co-payment** directly to the **provider**.

# <u>Covered Expense</u>

A **charge** incurred for a **covered service**.

### **Covered Service**

A **medically necessary** treatment, service or supply that has been specified as a benefit in this **Certificate of Coverage** or the **Schedule of Benefits**, for which any applicable **prior authorization** has been obtained.

### **Custodial Care**

The provision of room and board, nursing care, personal care or other care that is designed to assist an individual in the *activities of daily living* (e.g., eating, dressing, assistance in walking and preparing meals). *Custodial care* is care and treatment that is generally received by an individual who has

reached the maximum level of recovery in the opinion of the *plan*. In the case of an institutionalized person, *custodial care* also includes room and board, nursing care or such other care provided to an individual for whom it cannot reasonably be expected, in the opinion of the *attending physician*, that medical or surgical treatment will enable that person to live outside an institution. *Custodial care* includes rest care, respite care and home care provided by family members. Care may be considered *custodial care* as determined by the *plan* even if (1) the *member* is under the care of a *physician*, (2) the *physician* prescribes services to support and maintain the *member's* condition, or (3) services and supplies are being provided by a registered nurse or licensed practical nurse.

### **Deductible**

The amount **you** owe for health care services **your health insurance** or **plan** covers before **your health insurance** or **plan** begins to pay. For example, if **your deductible** is \$1,000, **your** plan won't pay anything until **you've** met your \$1,000 **deductible** for covered health care services subject to the **deductible**. The **deductible** may not apply to all services. Only **charges** that qualify as **covered expenses** may be used to satisfy the **deductible**. The amount of the **deductible** is stated on the **Schedule of Benefits**.

# <u>Dependent</u>

One or more of the following:

- 1. A **subscriber's** lawful spouse;
- 2. A *child* under the age of 26;
- 3. A **subscriber's** adult **child** who satisfies all of the following:
  - The child is a full-time student; and,
  - The child was under 27 years of age when he or she was called to federal active duty in the National Guard or in a reserve component of the U.S. Armed Forces while the child was attending, on a full-time basis, an institution of higher education, and applied to an institution of higher education as a full-time student within 12 months from the date the child has fulfilled his or her active duty obligation; and,
- 4. A **subscriber's** grandchild, if the parent of the grandchild is a covered **dependent child** under the age of 18. The **dependent** grandchild is

covered until the end of the month in which the **dependent child** turns age 18.

If a **member** is the father of a **child** born outside of marriage, the **child** does not qualify as a **dependent** unless and until there is a court order declaring paternity, or on the date the acknowledgment of paternity is filed with the Wisconsin Department of Health Services, or its equivalent if the birth was outside the State of Wisconsin. Once a **child** becomes eligible for coverage, coverage will be effective according to the rules specified in the "Eligibility and Effective Date of Coverage" section of this **certificate**.

# **Developmental or Learning Disability or Delay**

A condition due to a *congenital* abnormality, trauma, deprivation or disease that interrupts or delays the sequence and rate of normal growth, development and maturation, but excluding *Autism Spectrum Disorder*.

### **Disenrollment**

Coverage under the *plan* has ended or has been revoked by *Quartz*.

# **Drug Formulary**

A set of generic and brand name drugs that **physicians** and pharmacists use to prescribe and fill prescriptions. **Quartz's drug formulary** is designed to provide the desired medical results while controlling the cost of pharmaceuticals. **Quartz's drug formulary** is reviewed and updated on a regular basis. Prescriptions covered by **Quartz** must adhere to the **drug formulary**.

### **Dual Choice Enrollment Period**

A period of time when **members** who are currently enrolled in any of the employer's other group **health insurance benefit plans** will be allowed to enroll for coverage under a **Quartz health plan**. The establishment of such an enrollment period must be by the mutual agreement of the employer and **Quartz**.

# **Durable Medical Equipment (DME)**

Equipment and supplies ordered by a health care **provider** for everyday or extended use. Coverage for **DME** may include: oxygen equipment, wheelchairs, crutches or blood testing strips for diabetics.

### **Effective Date**

The date on which an **employee** becomes enrolled in a **Quartz health plan** and entitled to the benefits specified in the **Certificate of Coverage**.

# **Eligible Employee**

An *employee* who meets the requirements for eligibility as specified in the *Group Master Policy Agreement* and in the *group application*. An *eligible employee* is one who works 30 or more hours per week or, if less than 30 hours, at least as many hours as specified by *Quartz* in the *group application*. This term also includes a sole proprietor, a business owner, including the owner of a farm business, a partner of a partnership, a member of a limited liability company; if the sole proprietor, business owner, partner, or member is included as an *employee* under the health plan of an employer, as defined by state and federal law. The term does not include an *employee* who works on a temporary or substitute basis.

# **Emergency Medical Condition**

An *illness*, *injury*, symptom or condition so serious that a reasonable person would seek care right away to avoid severe harm.

It is a condition that manifests itself by acute symptoms of sufficient severity, including severe pain, that a lack of immediate medical attention will likely result in any of the following:

- Serious jeopardy to the person's health or, with respect to a pregnant woman, serious jeopardy to the health of the woman or her unborn child;
- 2. Serious impairment of the person's bodily functions; or,
- Serious dysfunction of one or more of the person's body organs or parts.

### **Emergency Room Care**

**Emergency services you** get in an emergency room.

### **Emergency Services**

Evaluation of an *emergency medical condition* and treatment to keep the condition from getting worse. These include items or services furnished after *your* condition has been stabilized as part of outpatient observation or an inpatient or outpatient stay at a *hospital*.

# **Emergent/Urgent Transportation**

Ground or air ambulance services for an emergency medical condition.

# **Employee**

An individual whose employment or other status is the basis for their eligibility to enroll in this **plan**.

# **Employer's Certification of Group Health Plan Coverage**

A form that is provided to an individual following the termination of their coverage under the *plan*. This form is evidence that the individual had coverage under the *plan* and the duration of such coverage. *Quartz* will issue the form directly to the individual following termination of coverage.

# **Enrollment Application Form (or Enrollment Form)**

The form signed by an *eligible employee* to signify that they and any eligible *dependents* wish to become *members* of the *plan*.

### **Essential Health Benefits**

Essential health benefits under section 1302(b) of the Patient Protection and Affordable Care Act and applicable regulations. Such benefits shall include at least the following general categories and the items and services covered with the categories:

- Ambulatory patience services;
- Emergency services;
- Hospitalization;
- Maternity and newborn care;

- Mental health and substance use disorder services, including behavioral health treatment;
- Prescription drugs;
- Rehabilitative and habilitative services and devices;
- Laboratory services;
- Preventive and wellness services and chronic disease management; and,
- Pediatric services, including oral and vision care.

# **Excluded Services (also referred to as Non-Covered Services)**

Health care services that **your health insurance** or **plan** doesn't pay for or cover.

### **Exclusion**

Any service or supply listed in the section entitled "Exclusions and Limitations." Those services or supplies listed as *exclusions* are not covered by *Quartz*, regardless of the *medical necessity*.

# **Expedited Grievance**

A grievance where the standard resolution process might lead to:

- Serious jeopardy to the life or health of the *member* or the inability of the *member* to regain maximum function; or,
- A situation where, in the opinion of the *physician* with knowledge of the *member's* medical condition, the *member* would be subjected to severe pain that could not be adequately managed without the care or treatment that is the subject of the *grievance*.
- 3. It is determined to be an **expedited grievance** by a **physician** with knowledge of the **member's** medical condition.

# **Expedited Review**

A review process used when the standard review process would jeopardize **your** life, health or ability to regain maximum function.

### **Expense**

The **charge** for a **covered service** or supply that **Quartz** determines is the **usual**, **customary and reasonable charge**. An **expense** is incurred on the date **you** receive the service or supply.

# **Experimental or Investigative Treatments and Services**

Drugs, devices, equipment, treatment or procedures which do <u>not</u> meet one or more of the following criteria, as determined by *Quartz*:

- Full and final approval has been granted by the U.S. Food and Drug Administration for the treatment of the patient's medical condition;
- The research and experimental stage of the development of the treatment or service have been completed; and,
- The scientific evidence must permit conclusions concerning the effect on health outcomes for the specific condition or indication it will be used for.

A procedure, treatment or device may be considered *experimental or investigational* even if the *provider* has performed, prescribed, recommended, ordered or approved it, or if it is the only available procedure or treatment for the condition. *Quartz* considers all services, procedures, and treatment with Category III codes to be *experimental*, *investigational* and/or *emerging technology*.

# **Explanation of Benefits (EOB)**

An **EOB** is a statement sent by **Quartz** to a **member** explaining what medical treatments and/or services were paid on their behalf.

# **Extended Care Facility**

A health care facility, or a distinct part of a health care facility, which has been accredited for that purpose by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Community Health Accreditation Program or *Medicare* as a *skilled nursing facility*.

### **External Review**

A review of **Quartz's** decision conducted by an **independent review organization**.

### **Grievance**

A complaint that **you** communicate to **your health insurer** or **plan**. It is any dissatisfaction with the provision of services or claims practices or the administration of a **Quartz health plan** that is expressed in writing to **Quartz** by or on behalf of a **member**.

### **Group**

The employer, union, trust or association to which **Quartz** has issued a **Group Master Policy Agreement**. The **group** is the basis for **eligible employees** and their **dependents** to become entitled to coverage under the **health plan** described by this **Certificate of Coverage**.

# **Group Application**

The form that is completed by a **group** when it requests coverage from **Quartz** for individuals in the **group**.

# <u>Group Master Policy Agreement (or Group Master Policy)</u>

An agreement between **Quartz** and a **group** that entitles **eligible employees** of the employer to become **subscribers** of the **plan** according to the terms of such agreement.

### **Habilitative Services**

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

### **Health Insurance**

A contract that requires **your** health insurer to pay some or all of **your** health care costs in exchange for a **premium**.

### **Health Insurance Benefit Plan**

Any **health benefit plan** that is any **hospital** or **medical policy** or **certificate**, as defined by ss. 632.745 and 632.746, Wis. Stat.

A **health insurance benefit plan** does <u>not</u> include any of the following:

- Accident insurance or disability income insurance, or any combination of those two types;
- Liability insurance or coverage issued as a supplement to liability insurance;
- 3. Workers' Compensation or similar insurance;
- 4. Automobile medical payment insurance;
- 5. Credit-only insurance;
- 6. Coverage for on-site medical clinics;
- 7. If provided under a separate policy, certificate or contract of insurance, or, if the following is not an integral part of a policy, certificate or other contract of insurance:
  - Limited-scope dental or vision benefits;
  - Benefits for long-term care, nursing home care, home health care, community-based care, or any combination of those benefits; or,
  - Other similar, limited benefits as are specified in regulations issued by the federal Department of Health and Human Services under sec. 2791 of P.L. 104-191; or,
- 8. Other similar coverage as specified in s. 632.745(11)(b), Wis. Stat.

# Health Plan (or Benefit Plan or Plan)

The overall program of health services insured and administered by **Quartz**.

### **Health Questionnaire**

The part of the **Enrollment Form** that requests information to develop the **premium** rate.

### **Home Health Care**

Health care services a person receives at home.

### **Home Health Care Services**

Services to treat an *illness* or *injury* for which a *member* was or could have been hospitalized or *confined* in a *skilled nursing facility*. This term shall have the same meaning as defined by the more liberal of Title XVIII of the Social Security Act or s. 632.895 (1)(b), Wis. Stat.

### **Hospice Care**

Palliative care services provided to a **member** whose **attending physician** certifies that they have a life-limiting condition. Care is available on an intermittent basis with on-call services available on a 24-hour basis. **Hospice care** services ease pain and make the **member** as comfortable as possible. **Hospice care** must be provided through a licensed **provider** approved by **Quartz**.

# **Hospice Services**

Services to provide comfort and support for persons in the last stages of a terminal *illness* and their families.

# <u>Hospital</u>

An acute care facility which:

- Provides inpatient diagnostic and therapeutic services for surgical or medical diagnosis, treatment and care of injured and sick persons by or under the supervision of staff or duly licensed **physicians**;
- 2. Provides continuous nursing service by or under the supervision of registered professional nurses;
- 3. Is not a federal hospital or, other than incidentally, a place for rest, a place for the aged or a nursing home; and,
- 4. Operates as an acute care general or psychiatric hospital under applicable state or local laws.

# **Hospitalization**

Care in a **hospital** that requires admission as an inpatient and usually requires an overnight stay. An overnight stay for observation could be outpatient care.

# **Hospital Outpatient Care**

Care in a hospital that usually doesn't require an overnight stay.

### **Identification Card**

The card that **Quartz** issues to **members** to indicate that they are entitled to receive **covered services**.

# **Illness (or Sickness)**

A condition or disease that causes the loss of, or affects, a normal body function, other than those conditions that result from an *injury*.

# **Immediate Family**

The spouse of the **subscriber**; the **dependents**, parents, grandparents, brothers and sisters of the **subscriber** and their spouses.

# **Independent Review Organization (IRO)**

An entity certified under state or federal law to review *Quartz's* decisions. Please refer to the Complaint and Grievance article for a description of the independent review process.

# **Infertility**

The inability to establish pregnancy within one year by a **member** and the **member**'s covered spouse, or by a **member** and the **member**'s domestic partner who is covered in accordance with a Domestic Partner Rider attached to this **certificate**, who are (1) both of reproductive age, and (2) both expect pregnancy to be accomplished by unprotected sex.

### **Informed Consent**

When an **out-of-network provider** operating at an **in-network** facility notifies **you** that their services are not considered **in-network** for **your Quartz** plan, and **you** agree that the **provider** may **balance bill you** for costs that **Quartz** does not cover.

# <u>Injury</u>

Harm or damage to **you** resulting from an accident, independent of all other causes.

### **In-Network Co-insurance**

The percent **you** pay of the **allowed amount** for covered health care services to **providers** who contract with **your health insurance** or **plan. In-network co-insurance** usually costs **you** less than **out-of-network co-insurance**.

### **In-Network Co-payment**

A fixed amount **you** pay for covered health care services to **providers** who contract with **your health insurance** or **plan**. **In-network co-payments** usually are less than **out-of-network co-payments**.

### **In-Network Provider**

Any person or entity, public or private, that:

- Has entered into a contract to provide or arrange for the provision of plan benefits to Quartz members; or,
- Provides services through and in accordance with the provider network associated with the member's benefit plan; or,
- 3. Is an **ancillary provider** providing services through an **in-network provider**.

### **Intensive-Level Services**

Evidence-based behavioral therapy that is designed to help an individual with **Autism Spectrum Disorder** overcome the cognitive, social, and behavioral deficits associated with that disorder.

# **Long-term Therapy**

Any therapy that does not meet Quartz's criteria for short-term therapy.

# Maintenance and Supportive Care and/or Therapy

These terms are often used interchangeably to refer to therapies that seek to prevent disease in the absence of significant symptoms or to prevent deterioration of a condition once maximum therapeutic benefit has been achieved, even if symptoms are still present. The determination of what constitutes *maintenance and supportive care and/or therapy* is made by *Quartz's medical director* after reviewing the *member's* case history and/or treatment plan.

### Medicaid

A program instituted pursuant to the federal "Grants to States for Medical Assistance Program." This program is governed by Title XIX of the United States Social Security Act, as it is now or hereafter amended.

### **Medical Director**

A **physician** appointed by **Quartz** to serve as the **plan's** final decision-maker for determining whether a service, device, treatment or supply is eligible for coverage under the **plan**.

### **Medically Necessary**

Health care services or supplies needed to prevent, diagnose or treat an *illness*, *injury*, condition, disease or its symptoms and that meet accepted standards of medicine.

# **Medically Necessary Services, Treatments or Supplies**

A service, treatment, procedure, **prescription drug**, device or supply provided by a **hospital**, **physician** or other health care **provider** that is required to identify or treat a **member's illness** or **injury** and which is, as determined by the **plan**:

- Consistent with the symptoms or diagnosis and treatment of a member's illness or injury;
- 2. Appropriate under the standards of acceptable medical practice to treat that *illness* or *injury*;
- 3. Not solely for the convenience of the **member**, **physician**, **hospital** or other health care **provider**;
- 4. The most appropriate supply or level of service that can be safely provided to the *member* and which accomplishes the desired end result in the most economical manner; and
- 5. Not primarily for cosmetic improvement of the **member's** appearance, regardless of psychological benefit.

The *member's attending physician* or service provider makes decisions regarding service and treatment. The *plan*, through its *medical director* or pharmacists, using criteria developed by Medical Management and other recognized sources, has the authority to determine whether a service, treatment, procedure, *prescription drug*, device or supply is *medically necessary* and eligible for coverage under the *plan*. *Quartz* may also delegate criteria development and *medical necessity* reviews to other entities.

### **Medicare**

Title XVIII, Parts A, B, C and D of the United States Social Security Act, as it is now or hereafter amended.

### **Member**

The **subscriber** and any **dependents** covered under a **policy** issued by **Quartz**.

### **Open Enrollment Period**

A period of time when all potential **members** are allowed to enroll for coverage, whether or not they are currently enrolled in any of the employer's other health benefit plans. The establishment of an enrollment period must be by mutual agreement of the employer and **Quartz**.

### <u>Out-of-Network Co-insurance</u>

The percent **you** pay of the **allowed amount** for covered health care services received from **out-of-network providers**. **Out-of-network co-insurance** usually costs **you** more than **in-network co-insurance**.

# Out-of-Network Co-payment

A fixed amount **you** pay for covered health care services received from **out-of-network providers**. **Out-of-network co-payments** usually are more than **in-network co-payments**.

### **Out-of-Pocket**

A portion of a **covered expense** for which the **member** is responsible for making payment. The **expense** may be incurred because of applicable **co-insurance**, **co-payment** or **deductible** amounts or because a **charge** exceeds the **usual**, **customary and reasonable charge**.

### **Out-of-Pocket Limit**

The most **you** pay during a policy period (usually a year) before **your health insurance** or **plan** begins to pay 100% of the **allowed amount**. This limit never includes **your premium**, **balance-billed** charges or health care **your health insurance** or **plan** doesn't cover. Some **health insurance** or **plans** do not

count all of **your co-payments**, **deductibles**, **co-insurance** payments, out-of-network payments or other expenses toward this limit.

### **Out-of-Network Provider**

A **provider**, supplier or facility that:

- Does not have a signed contract to provide or arrange for the provision of *plan benefits* to *Quartz members*; or,
- Has a contract to provide or arrange for the provision of plan benefits
  to Quartz members but is not part of the provider network
  associated with the member's benefit plan; or,
- 3. Is an **ancillary provider** providing services through an **out-of-network provider**.

This **plan** does not generally cover non-urgent or non-emergency services received from an **out-of-network provider**. If **you** receive **prior authorization** or a **referral** for services through an **out-of-network provider**, **you** may be subject to **balance billing**.

# **Physician**

A person holding an active, unrestricted license to practice medicine and/or surgery under Wisconsin law or under the laws of the state in which he or she practices.

# <u>Physician Services</u>

Health care services a licensed medical physician (M.D. - Medical Doctor or D.O. - Doctor of Osteopathic Medicine) provides or coordinates.

### Plan

A benefit **your** employer, union or other group sponsor provides to **you** to pay for **your** health care services.

### **Plan Benefits**

Medical, hospital, behavioral health and substance use, Chiropractic, home health care, skilled nursing facility, Emergency Care and other specified covered services as defined in the Group Master Policy Agreement,

Certificate of Coverage, Schedule of Benefits and benefit riders to which a member is entitled by membership in the plan.

### **Policy**

An agreement between **Quartz** and an employer wherein **Quartz** agrees to provide a **group health plan** to the employer's **eligible employees** and their eligible **dependents**. The **policy** sets forth all of the obligations, rights and responsibilities of the parties. The **policy** includes <u>all</u> of the following:

- The Group Master Policy Agreement;
- 2. The Certificate of Coverage;
- 3. The Schedule of Benefits;
- 4. Any Benefit Riders;
- The Group Application;
- 6. The **Enrollment Forms**; and,
- 7. The **Provider Network Directory**.

### **Post-Intensive-Level Services**

Therapy for an individual with **Autism Spectrum Disorder** that occurs after the completion of treatment with **intensive-level services** and that is designed to sustain and maximize gains made during treatment with **intensive-level services** or, for an individual who has not and will not receive **intensive-level services**, therapy that will improve the individual's condition.

# <u>Preauthorization (also referred to as Prior Authorization, Prior Approval, or Precertification)</u>

A decision by **your** health insurer or **plan** that a health care service, treatment plan, **prescription drug** or **durable medical equipment (DME)** is **medically necessary**; sometimes called prior authorization, prior approval or precertification. **Your health insurance** or **plan** may require **preauthorization** for certain services before **you** receive them, except in an emergency. **Preauthorization** isn't a promise **your health insurance** or **plan** will cover the cost.

### **Premium**

The amount that must be paid for **your health insurance** or **plan**. **You** and/or **your** employer usually pay it monthly, quarterly or yearly.

# **Prescription Drug Coverage**

**Health insurance** or **plan** that helps pay for **prescription drugs** and medications.

# **Prescription Drugs**

Drugs and medications that by law require a prescription.

### **Preventive Health Services**

- 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;
- Immunizations 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;
- With respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration;
- 4. With respect to women, such additional preventive care and screenings not described in paragraph (1) as provided for in comprehensive guidelines supported by the Health Resources and Services Administration for purposes of this paragraph.

The current recommendations of the United States Preventive Service Task Force regarding breast cancer screening, mammography, and prevention shall be considered the most current.

# Primary Care Provider (also PCP)

A **physician** (M.D. - Medical Doctor or D.O. - Doctor of Osteopathic Medicine), physician assistant (PA), or nurse practitioner who provides, coordinates, or helps a patient access a range of health care services. **PCPs** are listed in **Quartz's Provider Network Directory**.

At the time of enrollment, each *member* must select a *primary care provider*.

### **Prior Authorization**

The process by which **Quartz** gives prior written approval for coverage of specific **covered services**, treatment, **durable medical equipment (DME)**, **prescription drugs** and supplies. The purpose of **prior authorization** is to determine and authorize the following:

- The specific type and extent of care, **DME**, **prescription drug** or supply that is necessary;
- 2. The number of visits, or the period of time, during which care will be provided;
- 3. The name of the **provider** to whom the **member** is being referred; and,
- 4. Whether the **member** should receive coverage for the services of an **out-of-network provider** because needed services are not available from **in-network providers**.

Prior authorization does not guarantee that services will be fully covered. Coverage is determined by the terms and conditions of the policy. Services and items requiring prior authorization are listed on Quartz's website at QuartzBenefits.com/WIPAList; however, different requirements may apply if you seek services outside of Quartz's service area. Contact Quartz Customer Success for details on the prior authorization process.

### **Provider**

A **physician** (M.D. - Medical Doctor or D.O. - Doctor of Osteopathic Medicine), health care professional or health care facility licensed, trained, certified or accredited as required by state law.

# **Provider Network (or Network)**

The facilities, *providers*, organizations and suppliers who have contracted with or on behalf of *Quartz* to provide *plan benefits* to *members*. Visit Find A Doctor at *QuartzBenefits.com/FindADoctor* or contact *Quartz* Customer Success for assistance in navigating the *provider network*.

# **Provider Network Directory**

A listing of **physicians** and other **providers** who are available to provide health care services to **members**. Printable directories can be found at <a href="https://guartzbenefits.com/ProviderDirectoryPDFs">https://guartzbenefits.com/ProviderDirectoryPDFs</a>.

# **Qualifying Payment Amount**

The amount that **we** use to calculate **your** cost-sharing for:

- Emergency services received out-of-network;
- Some ancillary services received from an out-of-network provider at an in-network facility; and,
- Services received from an out-of-network provider at an in-network facility without your informed consent.

It is based on the median contracted rate for *in-network providers* in the geographic region. In the situations above, *out-of-network providers* may not *balance bill you* after *you* pay the cost-sharing due based on the *qualifying payment amount*. This *cost-sharing* will be based on the *in-network benefit level* and will accumulate towards the annual *deductible* and *maximum out-of-pocket*. This is required under the No Surprises Act, which prohibits "surprise billing" or *balance billing* in many circumstances. If *you* have questions regarding what constitutes a "surprise" or "balance" bill, please call Customer Success or visit *QuartzBenefits.com*.

### Quartz

The marketing name for *Quartz Health Benefit Plans Corporation*, its plan administrator, and the overall program of health benefits that are insured and administered pursuant to the *policy*. *Quartz Health Benefit Plans*\*Corporation\* is a health maintenance organization that operates pursuant to Chs. 609 and 611, Wis. Stat., or any succeeding provisions of Wisconsin law.

### **QuartzBenefits.com**

A comprehensive website resource to guide **you** through **your** health plan benefits and educate **you** about **Quartz's** health and wellness programs. The internet domain name for this site is **QuartzBenefits.com**.

### Reconstructive Surgery

Surgery and follow-up treatment needed to correct or improve a part of the body because of birth defects, accidents, injuries or medical conditions. **Reconstructive surgery** includes breast reconstruction following a covered mastectomy.

# **Referrals and Standing Referrals**

A written form that authorizes **you** to receive coverage for certain health care services. The purpose is to determine and authorize the following:

- 1. The specific type and extent of care that is necessary;
- 2. The number of visits or the period of time during which care will be provided; and,
- 3. The **provider** to whom the **member** is being referred.

Requests for **referrals** must be submitted to **Quartz** for consideration and review before the requested services are obtained. Such services will be covered only if the **referral** request is authorized by **Quartz** before services are obtained.

No referral is necessary for obstetrical or gynecological care provided by **innetwork providers** who specialize in obstetrics or gynecology.

If **you** receive a **referral** to an **out-of-network provider**, **you** may be subject to **balance billing**.

### **Rehabilitation Services**

Health care services that help a person keep, get back or improve skills and functioning for daily living that have been lost or impaired because a person was sick, hurt or disabled. These services may include physical and occupational therapy, speech-language pathology and psychiatric rehabilitation services in a variety of inpatient and/or outpatient settings.

# **Rescission/Rescind**

A cancellation or discontinuance of coverage that has retroactive effect. However, a cancellation or discontinuance of coverage is <u>not</u> a *rescission* if:

- The cancellation or discontinuance of coverage has only a prospective effect; or,
- The cancellation or discontinuance of coverage is effective retroactively to the extent it is attributable to a failure to timely pay required *premiums* or contributions towards the cost of coverage.

### Rider

An amendment to the **health plan** that adds benefits to the **covered services** outlined in the **policy**.

### **Schedule of Benefits**

A summary of the **covered services** provided by the **policy**. The **Schedule of Benefits** lists the **co-payment**, **co-insurance** and **deductible** amounts that may apply to the **covered services** under the **policy**.

### **Service Area**

The geographic area within which **Quartz** and its affiliated entities are authorized to do business and where **Quartz** has determined that there are enough contracted **providers** to serve its **members**.

### **Short-term Therapy**

Physical, speech, occupational, manipulative or respiratory therapy that is likely to significantly improve a **member's** condition within 60 days from the date the therapy begins, as determined by **Quartz**.

# **Skilled Nursing Care**

Services from licensed nurses in **your** own home or in a nursing home. Skilled care services are from technicians and therapists in **your** own home or in a nursing home. Skilled care must be **medically necessary** as determined by **Quartz**. Services to support **activities of daily living (ADL)**, even if provided by a licensed, registered or practical nurse, are not skilled care.

# **Skilled Nursing Facility**

A facility that is licensed by the State of Wisconsin, or another state, that maintains and provides <u>all</u> of the following:

- Permanent and full-time bed care facilities for resident patients;
- 2. **Physician services** available at all times;
- A registered nurse or *physician* in charge and on full-time duty and one or more registered nurses or licensed vocational or practical nurses on full-time duty;
- 4. A daily record for each patient; and,

5. Continuous **skilled nursing care** for patients during convalescence from **illness** or **injury**.

A **skilled nursing facility** is <u>not</u>, except by coincidence, any of the following:

- 1. A rest home;
- 2. A home for care of the aged; or,
- 3. A facility engaged in the care and treatment of persons with psychiatric or substance use disorders.

# **Skilled Nursing Facility Services**

The health care services provided by a **skilled nursing facility** or **extended care facility** as part of its licensed operations. These services must be designated as **covered services** by **Quartz**.

### **Small Employer**

An employer that:

- 1. Employs an average of two to 50 *employees* on business days during the preceding calendar year; or,
- 2. Is reasonably expected to employ two to 50 *employees* on business days during the current calendar year if the employer was not in existence during the preceding calendar year, and that employs at least two *employees* on the first day of the *plan* year; or,
- 3. Meets the most current definition of "**small employer**" as defined by state or federal law.

### **Sound Natural Tooth**

A tooth that would not have required restoration in the absence of trauma or *injury*, or a tooth with restoration limited to composite or amalgam filling, but not a tooth with crowns or a tooth that has had root canal therapy.

# **Special Enrollment Period**

A 31-day period of time during which an *eligible employee* is allowed to enroll in the *health plan* without having to serve a *waiting period*. The *special enrollment period* begins on the date the *employee*:

 Loses coverage under a health insurance benefit plan or other health plan; or, 2. Gains a *dependent* through marriage, birth, legal guardianship, adoption or placement for adoption.

### **Specialist**

A **physician specialist** focuses on a specific area of medicine or a group of patients to diagnose, manage, prevent or treat certain types of symptoms and conditions. A non-**physician specialist** is a **provider** who has more training in a specific area of health care.

### **Subscriber**

An **eligible employee** who is enrolled in a **health plan** issued by **Quartz** to his/her employer under a **Group Master Policy Agreement**.

### **Telehealth**

A remote scheduled appointment with **your** usual **provider** during clinic hours using a telephone call or video chat. Unless otherwise disclosed in **your Schedule of Benefits**, cost-sharing for a **telehealth visit** is the same as an inperson visit.

# Third Party Examinations, Services and/or Supplies

Services and/or supplies that are provided primarily at the request of, for the protection of, or to meet the requirements of, a party other than the **member**. These services and supplies are not considered to be **covered services** unless:

- 1. The service and/or supply is otherwise *medically necessary*; or,
- 2. The service and/or supply is mandated by state or federal law.

# **Total Disability (or Totally Disabled)**

For a **subscriber**, this term means that, because of an **illness** or **injury**, he/she is at all times unable to perform the duties of the job or occupation for which he/she is reasonably qualified for wage or profit. **Total disability** also means that the **subscriber** cannot engage in any job or occupation for wage or profit.

For a **dependent**, **total disability** means a disability that prevents a person from engaging in substantially all of the usual and customary activities of a person in good health and of the same age and gender.

**Quartz's medical director** makes the determination as to whether or not a **member** is **totally disabled**.

#### <u>Urgent Care</u>

Care for an *illness*, *injury* or condition serious enough that a reasonable person would seek care right away, but not so severe as to require *emergency room care*.

#### **Urgent Care Services**

Those services that are warranted by *illness*, *injury* or symptoms where delay in the receipt of the care or treatment would jeopardize the *member's* health or result in a disability. These services include treatment received from health care professionals and health care facilities.

# Usual, Customary and Reasonable (UCR)

The amount paid for a medical service in a geographic area based on what **providers** in the area usually **charge** for the same or similar medical service. The **UCR** amount sometimes is used to determine the **allowed amount**.

# Usual, Customary and Reasonable Charge

The reasonable dollar amount *charge* for the services and supplies provided by a health care *provider*. The *usual, customary and reasonable charge* is not more than the following:

- The usual charge, which is the fee charged by the provider for a service or item to the majority of their patients;
- The customary charge, which is the fee that falls within a range of the usual charges of most providers in a geographic area that will generate a statistically credible claims distribution for the same or similar service;
- 3. The **reasonable charge**, as determined by **Quartz**, which considers the complexity of a given treatment required for a particular case;

**ARTICLE I: DEFINITIONS** 

4. An amount developed by **Quartz** or its vendors using current publicly-available data reflecting fees typically reimbursed to **providers** or facilities for the same or similar services, adjusted for geographical differences where applicable; or,

5. A charge negotiated by Quartz with an in-network provider. If a provider is not an in-network provider, Quartz will pay based on the usual, customary and reasonable amount as determined by Quartz.

You may request the amount that Quartz has determined to be the usual, customary and reasonable charge by completing a Determination of Benefits Worksheet available at QuartzBenefits.com/WIMaterials or by contacting Quartz Customer Success. You must furnish the provider's name, address, the actual charge, the appropriate procedure code and the date of service. You may also be provided an advance Explanation of Benefits (EOB) if your provider notifies us that you are scheduled to receive services, as required under federal law.

#### **Virtual Visit**

An on-demand consultation with a **provider** using a computer or mobile device; no appointment is needed. Based on **your** responses to a series of questions, the **provider** may give a diagnosis, suggest follow-up care, and/or prescribe medication. Compared to a **telehealth** or office visit, **virtual visits** may be covered at reduced cost-sharing, depending on **your benefit plan**.

# We/Us/Our

**Quartz Health Benefit Plans Corporation** d/b/a **Quartz**, and its plan administrator. These shorthand terms may also be used to refer to subcontractors performing administrative tasks on behalf of **Quartz**.

# You/Your

A **member** enrolled in a **Quartz health plan**.

#### ARTICLE II: OBTAINING SERVICES

As a **member** of **Quartz's HMO Benefit Plan**, **you** are entitled to benefits that are **covered services** whenever **you** obtain such health care services through **your primary care provider** or with an approved **referral** to an **in-network provider** in accordance with the guidelines set forth in this section of **your Certificate of Coverage**. Preventive care, as well as treatment for **illness** or **injury**, is a **covered service** as shown in the **Certificate of Coverage**. **You** should obtain such services through **your** chosen **primary care provider**. This **policy** does not pay or reimburse **you** for services **you** administer to **yourself**, even if **you** are a **provider**. Benefits that are **covered services** are described in the **Schedule of Benefits** and this **certificate**.

If your plan includes a deductible, then the deductible must be paid in full before Quartz will make any payment for covered services subject to the deductible. Once the deductible has been satisfied, any co-payments or co-insurance required may apply toward satisfaction of the annual out-of-pocket expense limit. For specific information, refer to the Schedule of Benefits.

#### **Prior Authorization**

**Prior authorization** may be required in order for **you** to receive coverage for certain **covered services**. A request for **prior authorization** must be made before **you** obtain the services. Also, if **you** or **your primary care provider** believe that **you** need to obtain health care services from an **out-of-network provider**, **you** must obtain **prior authorization** from **Quartz** before **you** obtain the services. **In-network providers** will submit a **prior authorization** request on your behalf. If a **prior authorization** is not obtained when one is required, the service will not be considered a **covered service**.

A list of services requiring *prior authorization* is available at *QuartzBenefits.com/WIPAList*; however, different requirements may apply if *you* seek services outside of *Quartz's service area*. *You* may contact *Quartz* 

Customer Success or consult **your in-network primary care provider** to obtain information about **prior authorization**.

Prior authorization does <u>not</u> guarantee that benefits will be fully covered. Coverage is determined by the terms and conditions of **your health plan**. If **you** receive **prior authorization** for services through an **out-of-network provider**, **you** may be subject to **balance billing**.

# **Primary Care Provider**

At the time **you** enroll in the **plan**, **you** and each of **your** covered **dependents** must select an **in-network primary care provider (PCP)**. Each **member** may select a different **PCP**. **Your PCP** will provide primary health care services and will coordinate the care **you** receive from other health care professionals.

**You** may change **your PCP** by logging on to **QuartzBenefits.com** or by contacting **Quartz** Customer Success. The change will be effective no later than the first day of the following month. The change will be made as long as the new **physician** is accepting additional patients.

Quartz reserves the right to modify the list of plan providers at any time.

# **Referrals and Standing Referrals**

Your primary care provider is responsible for providing and coordinating your health care. Depending upon the rules of the provider network to which your primary care provider belongs, you may need to obtain a referral or standing referral before you obtain specialty care. Please ask your primary care provider if a referral is required, or contact Quartz Customer Success for information.

A **referral** determines and authorizes:

1. The type and extent of care that is necessary;

- 2. The number of visits or period of time during which care will be provided; and,
- 3. The **provider** to whom the **member** is being referred.

Depending on whether the referred-to **provider** is located inside or outside **Quartz's service area** and what type of care is sought, additional **medical necessity** review may be required by other entities.

If **you** receive a **referral** to an **out-of-network provider**, **you** may be subject to **balance billing**.

#### **Behavioral Health Services**

For assistance in accessing **behavioral health services**, contact Behavioral Health Care Management at (800) 683-2300.

# Non-Emergency Care

Elective (non-emergency) health care services are covered services only if you receive the services from your primary care provider or other innetwork provider. Services must be obtained in accordance with any applicable referral and prior authorization requirements. Coverage is subject to all of the terms, conditions, limitations and exclusions stated in the Certificate of Coverage and Schedule of Benefits.

# **Emergency Care**

You do not need prior authorization or a referral to access emergency services. If you experience an emergency medical condition, seek immediate care from the nearest health care provider. Then contact your primary care provider to arrange for follow-up care from an in-network provider. Follow-up care will not be covered as emergency services.

# **Urgent Care**

If **you** need **urgent care services**, call **your primary care provider** for instructions if possible. Otherwise, seek treatment at the nearest urgent care facility.

If **you** receive **urgent care services** from an **out-of-network provider**, **you** should notify **Quartz** within three business days of receiving the care or as soon as medically feasible. Contact **Quartz** Customer Success to provide this notice.

# **Special Provisions Relating to Full-Time Students**

#### Behavioral Health and Substance Use Disorder Benefits

A full-time student attending a school (other than a primary or secondary school) located in the State of Wisconsin but outside *Quartz's service area* will be covered for a clinical assessment of nervous or mental disorders, or substance use problems. If it is recommended as a result of that assessment, the student will be covered for up to five visits to an outpatient treatment facility or to another health care *provider*. That *provider* must be located in reasonably close proximity to the school in which the student is enrolled. After the student has completed five such visits, *Quartz* will review the student's condition and determine whether it is appropriate for the student to continue treatment with that same *provider*.

**Quartz** will not provide coverage for this treatment if it is determined that the nature of the treatment would prevent the student from attending school on a regular basis. **Quartz** reserves the right to make this determination.

# <u>Dependents Attending School Outside Quartz's Service Area</u>

**Quartz** will provide limited coverage for elective (**non-emergency**) services for **dependents** who are full-time students at an accredited school located outside **Quartz's service area**. This coverage is subject to the **deductible** shown in the **Schedule of Benefits**. Coverage is limited to 50% of the **usual**,

customary and reasonable charge as determined by Quartz. All services must be prior authorized by Quartz's Medical Management or Behavioral Health Care Management Departments to be eligible for coverage, and must be obtained through a provider located in reasonably close proximity to the school in which the student is enrolled. Call (800) 362-3310 to authorize medical services, or (800) 683-2300 to authorize behavioral health services. Medical Management and Behavioral Health Care Management will not authorize a service after the service has been obtained.

#### The school must be:

- An accredited, post-secondary vocational, technical or adult education school; or,
- An accredited college or university that provides a schedule of courses or classes and whose principal activity is the provision of an education.

In order to be eligible for coverage under this section, the student must attend the school in person. Online attendance does not qualify.

#### **Students on Medical Leave**

If a **dependent** over age 26 who is a full-time student must take a **medically necessary** leave of absence from school due to **illness** or **injury**, **Quartz** will continue to provide coverage for the **dependent** if the student, or an individual acting on their behalf, submits documentation and certification of **medical necessity** for the leave of absence from the **dependent's attending physician**. The date on which the **dependent** ceases to be a full-time student due to the **medically necessary** leave of absence is the date on which continuation of coverage under this provision begins.

**Quartz** will continue to provide coverage to the **dependent** until any of the following events occurs:

- The dependent, or an individual acting on their behalf, advises Quartz that the dependent does not intend to return to school full-time;
- The dependent becomes employed full-time;
- The *dependent* obtains other health insurance coverage;
- The dependent marries;

#### **ARTICLE II: OBTAINING SERVICES**

- Coverage of the person through whom the dependent has coverage under this plan is discontinued or not renewed; or,
- One year has elapsed since the *dependent's* coverage continuation began and the *dependent* has not returned to school on a full-time basis.

Full-time student status is defined by the school in which the student is enrolled. **Quartz** may require proof of attendance. Coverage begins on the day the student becomes a full-time student and ends on the day they are no longer a full-time student, or the last day of the month in which they attain the limiting age, whichever occurs sooner.

### ARTICLE III: COVERED SERVICES

**Members** are entitled to **covered services** subject to the terms and conditions of the **health plan**, as set forth in this **Certificate of Coverage**, the Schedule of Benefits and any benefit riders attached to this certificate.

Services and supplies are covered only when they are **medically necessary**. Services and supplies are **covered services** only if they are (1) provided by or at the direction of an *in-network provider*, and (2) provided in accordance with the guidelines set forth in the "Obtaining Services" article of this certificate. Plan benefits are described in this Certificate of Coverage, the Schedule of Benefits and any applicable benefit riders.

NOTE: If Quartz has prior authorized benefits to be received from an out-of**network provider**, the benefits to be paid are limited to the **usual**, **customary** and reasonable charge. This amount may be less than the billed charge.

Some or all covered services may be subject to co-payment, co-insurance and *deductible* amounts. For specific information, refer to the *Schedule of* Benefits.

# **Important Notice**

You may contact Quartz Customer Success before receiving services from an out-of-network provider to determine if a provider's charge will be within Quartz's usual, customary and reasonable charge range. A Benefits Determination Worksheet may be completed at QuartzBenefits.com/WIMaterials. If you call, you must provide Quartz with

the following information:

- 1. The **provider's** estimated **charge**;
- The CPT code of the service(s) to be obtained; 2.
- 3. The **provider's** name and zip code; and,
- 4. The anticipated date of service.

#### **Professional and Related Services**

Professional and related services include medical, surgical and other services listed in this *Certificate of Coverage*. Benefits are subject to (1) any *deductible, co-payment, co-insurance* and other limitations shown on the *Schedule of Benefits*, and (2) all other terms and conditions outlined in this *certificate*. Specific services require *prior authorization*. If a *prior authorization* is not obtained when one is required, the service will not be considered a *covered service*.

#### **Ambulance Services**

Quartz covers emergent/urgent transportation to the nearest hospital that can provide the required level of care when it is clear that emergency services are needed and medical care is required during transport. In non-emergent, non-urgent situations, transportation between hospitals requires prior authorization by Quartz. Emergent/urgent transportation services are not covered when the member is not actually transported (e.g., if an ambulance is called but the member is transported to the hospital by a friend instead).

#### **Anesthesia Services**

#### **General Anesthesia**

Covered when connected with the medical and surgical benefits described in this *certificate*.

#### **Dental Anesthesia**

Anesthesia services for dental care are covered under certain circumstances subject to *prior authorization* requirements. These services are covered if any of the following applies:

- The member has a chronic disability that meets <u>all</u> of the conditions under s. 230.04(9r)(a)2., Wis. Stat.; or,
- The member has a medical condition that requires hospitalization or general anesthesia for dental care.

# **Autism Spectrum Disorder**

Treatment for the condition of **Autism Spectrum Disorder**:

- Services to a *member* with a primary verified diagnosis of *Autism*Spectrum Disorder made by a provider skilled in testing and in the use of empirically validated tools specific for *Autism Spectrum*Disorder. Quartz may require a second opinion from a provider that is mutually agreeable to the *member* or the *member's* parent and Quartz. Quartz may require that the assessment include both a standardized parent interview as well as a direct structured observation of social and communicative behavior and play;
- The treatment is prescribed by a physician and provided by any of the following who are qualified to provide intensive-level services or post-intensive-level services:
  - A psychiatrist;
  - o A person who practices psychology;
  - A social worker who is certified or licensed to practice psychotherapy;
  - A paraprofessional working under the supervision of a *provider* listed under the prior three bulleted items;
  - A professional working under the supervision of a certified outpatient mental health clinic;
  - o A speech-language pathologist;
  - o An occupational therapist; or,
  - A behavior analyst who is licensed under s. 440.312, Wis. Stat.;
- For intensive-level services, the maximum coverage provided per insured per benefit year for services:
  - Based on a treatment plan developed by a qualified provider that includes at least 20 hours per week over a six-month period of time of evidence-based behavioral intensive therapy, treatment and services;
  - The majority of services are provided to the *member* when the parent or legal guardian is present;
  - Does not exceed four cumulative years of *intensive-level* services, measured from the date the *intensive-level* services first commenced; and,
  - Progress is assessed and documented throughout the course of treatment. Such documentation will be provided to *Quartz* at its request;

- For post-intensive-level services, the maximum coverage provided per insured per benefit year for services:
  - Based upon a treatment plan that includes specific therapy goals that are clearly defined, directly observed and continually measured and that address the characteristics of *Autism* Spectrum Disorders; and,
  - Progress is assessed and documented throughout the course of treatment. Such documentation will be provided to *Quartz* at its request;
- The duration required for treatment does not need to be met if it is determined by a supervising professional, in consultation with the insured's physician, that less treatment is medically appropriate;
- The *member* or the *member's* authorized representative must provide notice to *Quartz* if the *member* is unable to receive *intensive-level services* for an extended period of time. Such notice must indicate the reason or reasons the *member*, the *member's* family or care giver are unable to comply with an *intensive-level services* treatment. *Quartz* may not deny *intensive-level services* to an insured for failing to maintain at least 20 hours per week of evidence-based behavioral therapy if notice is provided as specified in this section or if the *member* can document that the failure to maintain at least 20 hours per week of evidence-based therapy was due to waiting for waiver program services.

# **Bariatric Surgery**

Bariatric surgery is covered when **Quartz's** medical policy criteria are met and the service has been **prior authorized**.

Recognized bariatric surgical procedures are covered, including but not limited to pre-operative and post-operative care and the services of **physicians**, assistants and consultants that are necessary for the bariatric surgery.

Removal of excess skin resulting from weight loss is excluded from coverage, except that panniculectomy procedures may be covered following weight loss if determined to be **medically necessary** by **Quartz**.

#### **Behavioral Health and Substance Use Disorder Services**

Covers **medically necessary** inpatient, outpatient, transitional treatment and **emergency services** for the treatment of psychiatric and nervous disorders and substance use disorders. Elective (**non-emergency**) services must be provided by **in-network providers**. A range of digital care options may also be available and are covered when received through in-network providers or a Quartz-sponsored care management program.

Transitional treatment services are services for the treatment of mental *illness* and substance use disorders. These are:

- Services provided in day treatment programs by in-network
   providers who are certified by the appropriate credentialing body in
   their state;
- Services for persons with chronic mental *illness* provided through a community support program certified by the appropriate credentialing body in their state;
- Services provided in residential treatment programs by in-network providers certified by the appropriate credentialing body in their state;
- Services provided in partial hospitalization programs by in-network
   providers who are certified by the appropriate credentialing body in
   their state; and,
- Services provided in intensive outpatient programs by in-network
   providers who are certified by the appropriate credentialing body in
   their state.

Transitional treatment services are subject to the same **co-payment**, **co-insurance**, **deductibles** and maximum amount limitations as **hospital outpatient care**.

Emergency **behavioral health services** provided by an emergency room or crisis stabilization program certified by the appropriate credentialing body in their state are covered for persons who are experiencing a behavioral health crisis or who are in a situation likely to turn into a behavioral health crisis if emergency support is not provided.

Behavioral health (mental health) services coverage applies to nervous and mental disorders listed in the most current edition of the American Psychiatric Association Diagnostic and Statistical Manual. Coverage is excluded for relationship counseling.

**Co-payments**, **co-insurance** and **deductibles** may apply to **behavioral health and substance use disorder services**. For specifics on the level of benefits and limitations for the **contract year**, please refer to **your Schedule of Benefits**.

For assistance in accessing **behavioral health and substance use disorder services**, contact Behavioral Health Care Management at (800) 683-2300.

#### **Biofeedback**

With *prior authorization*, biofeedback is covered for the treatment of:

- Headaches;
- Spastic torticollis or spasmodic torticollis; and,
- Pediatric voiding dysfunction. Biofeedback coverage for the treatment of pediatric voiding dysfunction is limited to eight visits per lifetime.

Biofeedback is <u>not</u> covered for muscle wasting, muscle spasm, muscle weakness, adult urinary or stress incontinence, or any other condition not listed as covered.

#### **Breast Reconstruction**

Services include:

- Breast reconstruction due to a congenital condition;
- Mastectomy and reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and,
- Treatment of physical complications at all stages of the mastectomy, including lymphedema.

#### **Chiropractic Services**

Services must be received from an *in-network provider*. Benefits are not available for care that is *maintenance and supportive care* or *long-term therapy*.

#### **Clinical Trials**

#### **Definitions**

**Approved clinical trial** means a phase I, phase II, phase III, or phase IV **clinical trial** that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition. **Quartz**:

- May not deny the qualified individual participation in an approved clinical trial with respect to the treatment of cancer or another lifethreatening disease or condition;
- May not deny (or limit or impose additional conditions on) the coverage of routine patient costs for items and services furnished in connection with participation in the trial; and,
- May not discriminate against the individual on the basis of the individual's participation in the trial.

**Life-threatening condition** means any disease or condition from which the likelihood of death is probable, unless the course of the disease or condition is interrupted.

To be considered a **qualifying clinical trial**, a **clinical trial** must be approved or funded by one or more of the following:

- Federally-funded trials:
  - The National Institutes of Health;
  - o The Centers for Disease Control and Prevention;
  - o The Agency for Health Care Research and Quality;
  - The Centers for Medicare & Medicaid Services;
  - o Cooperative group or center of any of the entities listed above;
  - The Department of Defense;
  - The Department of Veterans Affairs;
  - The Department of Energy;

- A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants; or,
- The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration; or,
- The study or investigation is a drug trial that is exempt from having such an investigational new drug application.

The *clinical trial* must have a written protocol that describes a scientifically sound study and have been approved by all relevant institutional review boards (IRBs) before participants are enrolled in the trial. *We* may, at any time, request documentation about the trial to confirm that the *clinical trial* meets current standards for scientific merit and has the relevant IRB approvals.

The subject or purpose of the trial must be the evaluation of an item or service that meets the definition of a **covered health service** and is not otherwise excluded under the **policy**.

#### **Covered Benefits**

Routine patient care costs incurred during participation in a *qualifying clinical trial* for the treatment of a *life-threatening condition*. Benefits include the reasonable and necessary items and services used to diagnose and treat complications arising from participation in a *qualifying clinical trial*. Benefits are available only when the *member* is clinically eligible for participation in the *clinical trial* as defined by the researcher. Benefits are not available for preventive *clinical trials*.

# Routine patient care costs for clinical trials include:

- Covered health services for which benefits are typically provided absent a clinical trial;
- Covered health services required solely for the provision of the Investigational item or service, the clinically appropriate monitoring of the effects of the item or service, or the prevention of complications; and,

 Covered health services needed for reasonable and necessary care arising from the provision of an Investigational item or service.

#### **Non-Covered Benefits**

Routine costs for *clinical trials* do not include:

- The experimental or investigational service or item. The only exceptions to this are:
  - Certain Category B devices as defined by Center for Medicare and Medicaid Services;
  - Certain promising interventions for patients with terminal illnesses;
     and,
  - Other items and services that meet specified criteria in accordance with our medical policy guidelines;
- Items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; and,
- A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

# **Diabetes Management Services**

Certain diabetes management outpatient services may be covered with no cost-sharing when **you** are participating in a **Quartz care management** program and these personalized prevention plan services are received from select **in-network** pharmacists. Services may be provided in person or via **telehealth**.

# **Diabetic Self-Management Education**

A diabetic self-management education program is covered. See "If you visit a health care provider's office or clinic" on the **Schedule of Benefits**.

# **Diagnostic Services**

Radiology, laboratory and other diagnostic tests are covered when ordered by an *in-network provider* as part of a physical examination or when authorized by *Quartz*. Pap tests and pelvic examinations are *covered services* as deemed appropriate by an *in-network provider*, *in-network* Nurse Practitioner or *in-network* Physician Assistant. Vision and hearing

screenings are covered when performed to determine the need for correction. Dental x-rays are covered only when performed in conjunction with covered procedures.

**Quartz** covers blood tests to detect lead exposure.

Screening for the presence of breast cancer and examination by low-dose mammography is covered. Diagnostic mammograms are covered as **medically necessary**.

Screening for colorectal cancer is covered for **members** 45 years of age or older <u>and</u> a **member** under 45 years of age at high risk for colorectal cancer.

#### **Drugs and Biologicals**

Self-administered *prescription drugs* are obtained at pharmacies. Some pharmacies may be attached or inside other facilities, like *hospitals*. These *prescription drugs* are covered only when a *Prescription Drug Benefit Rider* has been made a part of this *policy*. Coverage for *prescription drugs* is subject to the terms and conditions of the *benefit rider*. Coverage for *prescription drugs* is subject to the *Quartz drug formulary* available at *QuartzBenefits.com/formulary*. Review the *Schedule of Benefits* for specific information on the extent of coverage for this benefit.

In contrast, certain drugs are administered by a health care **provider** and follow **your** medical benefits. For example, drugs received while confined in a **hospital** or administered in a facility on an outpatient basis are subject to **your** medical benefits.

Disposable diabetic supplies include needles, syringes, alcohol swabs, lancets, lancing devices and blood and urine test strips. Disposable diabetic supplies, *prescription drugs* and insulin are covered and are subject to *Quartz's drug formulary*. Certain covered continuous glucose monitors available from a pharmacy are also subject to *Quartz's drug formulary*. You can view the most current *drug formulary* by visiting *QuartzBenefits.com*.

If a **Prescription Drug Benefit Rider** is part of this **plan**, diabetic testing reagents, supplies, certain continuous glucose monitors, **prescription drugs** and insulin are covered subject to the terms and conditions of the **Prescription Drug Benefit Rider**. If the **Prescription Drug Benefit Rider** is not part of this **plan**, these items are covered under the medical benefit as **durable medical equipment (DME)**.

Orally administered **chemotherapy** drugs are covered and are subject to **Quartz's drug formulary**. If a **Prescription Drug Benefit Rider** is part of this **plan**, orally administered **chemotherapy** drugs are covered subject to the terms and conditions of the **Prescription Drug Benefit Rider**. If the **Prescription Drug Benefit Rider** is not part of this **plan**, these items are covered under the medical benefits and are subject to a \$100 **co-payment** for a 30-day supply.

Anti-hemophilic factor products covered under the medical benefit must be *prior authorized*. Anti-hemophilic factor products must be obtained and administered consistent with an approved *prior authorization*. Coverage may be limited to *providers* specifically contracted by *Quartz* to provide anti-hemophilic factor products. To obtain the list of contracted *providers*, please visit *our* website or call Customer Success.

Other drugs or biologic products may be covered under the medical benefit, subject to *prior authorization*. To control costs, *Quartz* may require *members* to receive designated products from select *in-network providers*. If the drug is authorized, the authorization letter may identify for the *member* and prescribing *physician* where the designated medical benefit drug may be administered. Failure to obtain the drug at an approved *in-network provider* will result in a denial of coverage for the designated drug.

<u>Durable Medical Equipment (DME) and Medical Supplies</u>

<u>Durable Medical Equipment (DME)</u> and medical supplies must be *medically necessary* and provided by an *in-network provider* to qualify for coverage.

Enteral feedings and medical foods necessary to treat genetic disorders are covered as medical supplies. Coverage is limited to:

- Ketogenic formula for bottle or enterally-fed children under the age of two with intractable seizures;
- Prescribed oral nutrition or supplementation for patients with inborn errors of metabolism or inherited metabolic disease, including maple syrup urine disease (MSUD) and phenylketonuria (PKU); and,
- Feeding through a tube to treat an anatomical or motility disorder of the gastrointestinal tract that prevents food from reaching the small bowel, disease of the small bowel that impairs absorption of an oral diet, a central nervous system/neuromuscular condition that significantly impairs the ability to safely ingest oral nutrition.

Infant formulas for conditions other than those listed above, whether provided orally or through a tube, are not covered.

The purchase or repair of **DME** may require **prior authorization** to be eligible for coverage (except for the purchase of hearing aids, which do not require **prior authorization**). Please review **your** Summary of Benefits and Coverage (SBC) for information on **prior authorization** requirements. If **you** have any questions regarding a specific item, contact **Quartz** Customer Success. See Article IV: Exclusions and Limitations for a listing of items that are excluded from coverage.

In comparing equipment alternatives, **Quartz** considers whether distinct medical advantages justify greater cost or more frequent replacement. Thus, **we** do <u>not</u> cover added costs for equipment that has no advantage over a suitable alternative other than convenience or personal preference. **We** also do <u>not</u> cover repair or replacement of equipment damaged because of negligent use or abuse. **We** reserve the right to determine whether to rent or purchase. If more than one piece of **durable medical equipment** can meet **your** functional needs, benefits are available only for the equipment that meets the minimum specifications for **your** needs. Exhaustion of an active warranty is required before **Quartz** will replace **durable medical equipment** (except for the replacement of insulin infusion pumps required by Wisconsin law).

The following items are examples of covered **DME** (standard models only):

- Initial acquisition of prosthetic devices including artificial limbs, face, eyes, ears and nose;
- Splints, trusses, crutches, orthopedic braces and appliances;
- Rental of mechanical equipment or the purchase of such equipment, at Quartz's option;
- Initial lens(es) following cataract surgery;
- IUDs, diaphragms and implantable contraceptives;
- Breast pumps and supplies; and,
- Other medical equipment and supplies as approved by Quartz.

Durable diabetic equipment also includes glucometers, insulin infusion pumps and all supplies required for use with insulin infusion pumps, and original batteries. Coverage for insulin infusion pumps is limited to one pump in a **benefit year** and is subject to **medical necessity**. Disposable diabetic supplies are covered subject to the Drugs and Biologicals section, above.

Foot orthotics that are custom-molded to the **member's** foot are covered. Refer to **your Schedule of Benefits** for details, or contact **Quartz** Customer Success. Orthotics are limited to one pair per year.

Appliances and equipment will be replaced and covered provided that:

- The item is no longer useful or has exceeded its reasonable lifetime under normal use and is still medically necessary; or,
- The member's condition has significantly changed such that the original equipment is no longer appropriate;
- The member has exhausted the warranty period on the **DME** item. This requirement does <u>not</u> apply to insulin infusion pumps pursuant to s.
   632.895 (6), Wis. Stat.;
- The replacement is not a "deluxe" model or "more advanced technology" model than required; and,
- The replacement request has been prior authorized by Quartz.

Supplies and equipment that are not primarily intended for medical use (e.g., air conditioners, exercise bicycles, filter vacuum cleaners) are <u>not</u> covered.

Disposable medical supplies and equipment are not covered unless provided in conjunction with a **home health care services** visit.

**DME** and medical supplies may be subject to **co-payment**, **co-insurance**, **deductibles** and maximum amount limitations. Refer to **your Schedule of Benefits** for details or contact **Quartz** Customer Success.

Hearing aids and cochlear implants, and the cost of treatment related to hearing aids and cochlear implants, including procedures for the implantation of cochlear devices, that are prescribed by a *physician*, or by an audiologist licensed under Ch. 459, Subch. II, Wis. Stat., in accordance with accepted professional medical or audiological standards are covered subject to the following conditions and limitations:

- The member must be certified as deaf or hearing impaired by a physician or audiologist;
- Coverage of the cost of hearing aids is limited to the cost of one hearing aid per ear per member once every three years;
- Prescribed hearing aids must be obtained from an in-network provider and are limited to specific models. To obtain the list of covered hearing aid models, visit QuartzBenefits.com/hearing-aid or contact Quartz Customer Success. Quartz will also cover the cost of over-the-counter hearing aids in lieu of prescribed hearing aids.
  - If the hearing aid that is recommended to **you** is not on the list of covered models, including over-the-counter models, coverage will be limited to \$1,500 per ear every three years;
- Costs of treatment related to hearing aids such as ear molds and fittings are covered; and,
- Hearing aids are subject to the co-payment, co-insurance, deductibles and maximum amount limitations for DME.

Benefits under this section do <u>not</u> include bone anchored hearing aids, except that bone anchored hearing aids are covered for:

- Members with craniofacial anomalies whose abnormal or absent ear canals preclude the use of a wearable hearing aid;
- For members with hearing loss of sufficient severity that it would not be adequately remedied by a wearable hearing aid.

#### **Emergency Services**

Services for the treatment of accident, *injury* or sudden *illness* are covered when provided at the nearest emergency room.

Review your Schedule of Benefits to determine if a co-payment or co-insurance applies. If you are admitted for an inpatient hospitalization directly from the emergency room, the emergency room co-payment will be waived and the hospital services benefit applies.

Services recommended as follow-up to emergency treatment are not covered as **emergency services**. **Prior authorization** for follow-up services is required unless the services are provided by **your primary care provider**.

# <u>Extraction and Replacement of Sound Natural Teeth Because of Accidental Injury</u>

If **sound natural teeth** are damaged due to trauma to the teeth or jaw, **Quartz** covers repair, extraction and replacement of non-restorable natural teeth by implant, dentures or bridges. Treatment must begin within three months after the accident (unless extenuating circumstances exist, such as prolonged **hospitalization** or the presence of fixation wires from fracture care), and will be covered for a maximum of 12 months after treatment begins. Accidents caused by chewing are <u>not</u> covered. Repair and replacement of a **member's** dental implants damaged during an accident are <u>not</u> covered.

# **Gender Dysphoria**

Services for the treatment of **gender dysphoria** may require **prior authorization**.

#### **Habilitative Services**

**Medically necessary** physical and occupational therapy, speech-language pathology, other services, and habilitative devices for people with disabilities. Vocational therapy and custodial services are <u>not</u> covered.

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

**Home health care services** means care and treatment of a **member** under a plan of care. These services must consist of one or more of the following:

- Part-time or intermittent home nursing care by, or supervised by, a registered nurse;
- Part-time or intermittent home health aide services that are medically necessary as part of the home care plan. Services must be supervised by a registered nurse or medical social worker and consist of caring for the patient;
- Physical, respiratory, occupational and speech therapy provided by a registered therapist. (See "Therapy Services" in this section);
- Medical supplies, drugs and medications prescribed by a *physician*, and laboratory services performed by or on behalf of a *hospital*, if necessary under the home care plan. These supplies and services are covered to the extent that they would be covered if the *member* were hospitalized;
- Nutrition counseling provided or supervised by a registered or certified dietitian. Such services must be *medically necessary* as part of the home care plan; or,
- Evaluation of the need for and development of the home care plan.
   Evaluation must be provided by a registered nurse, physician extender or medical social worker, and approved or requested by the attending physician.

The home care plan must be established, approved in writing and reviewed by the *attending physician*.

Home health care services must be prior authorized by Quartz. Home health care services will not be covered unless the attending physician submits a treatment plan to Quartz. The treatment plan must certify all of the following:

- Hospitalization or confinement in a skilled nursing facility would otherwise be needed if home health care services were not provided;
- Necessary care and treatment are not available from the *member's immediate family* or other persons living with the *member* without
   causing undue hardship; and,

 The home health care services will be provided or coordinated by a state-licensed or Medicare-certified home health agency or certified rehabilitation agency.

If the **member** was hospitalized immediately before **home health care services** began, then the home care plan will initially be approved by the **physician** who was the primary **provider** of care while the **member** was hospitalized. Up to four consecutive hours in a 24-hour period of **home health care services** will be considered as one **home health care** visit.

#### **Hospice Care**

**Quartz** will provide **hospice care** if such care is determined to be **medically necessary** and is **prior authorized** by **Quartz**. Room and board in a **skilled nursing facility** are not covered for hospice.

#### **Immunizations and Allergy Injections**

For children from birth to age six years, the following immunizations are covered and not subject to *deductibles, co-insurance* and *co-payments*: COVID-19, diphtheria, pertussis, tetanus, polio, measles, mumps, rubella, *haemophilus influenzae B*, hepatitis A, hepatitis B, varicella, influenza, pneumococcal conjugate, meningococcal, human papillomavirus, and rotavirus.

For all other **members**, appropriate and necessary immunizations and allergy injections.

# **Maternity Services**

Prenatal and postnatal care and treatment are covered, including support care that may be available through *Quartz's* contracted doula and midwifery service providers. The *member* is entitled to inpatient *hospital* services for up to 48 hours following a vaginal delivery and up to 96 hours following a cesarean section.

Care received outside the **service area** during the ninth month of pregnancy will not be covered unless it is an emergency. A normal full-term delivery is not considered to be an **emergency medical condition**.

# **Nurse Practitioner and Physician Assistant Services**

Services performed by nurse practitioners and physician assistants are covered when performed under the supervision and guidance of an *in-network provider*.

#### **Nutritional Counseling**

Nutritional counseling is covered. However, weight loss medications and services related to non-covered surgical procedures are not covered.

#### **Oral Surgery Services**

Covered oral surgery procedures are:

- Surgical removal of bony or tissue-impacted teeth;
- Removal of tumors and cysts of the jaw, cheeks, lips, tongue, roof and floor of the mouth;
- Removal of apex of tooth root (apicoectomy);
- Removal of exostoses of the jaw and hard palate;
- Treatment of fractured jaw and facial bones due to an accident;
- External and internal incision and drainage of cellulitis;
- Cutting of accessory sinuses, salivary glands or ducts;
- Frenectomy;
- Vestibuloplasty (surgical modification of the gingival-mucous membrane relationship in the vestibule of the mouth); and,
- Residual root removal and root amputation.

These services also include diagnostic radiology by a dentist or oral surgeon when ordered in conjunction with a covered surgery.

Orthognathic surgery may also be covered when *Quartz* determines medical necessity criteria are met for the correction of a severe and handicapping malocclusion of the mandible and/or maxillae.

The following services are excluded from coverage under the Oral Surgery benefit: (1) extraction of teeth by pulling; (2) root canal procedures; (3) filling, capping or recapping of teeth.

Dental implants are excluded. However, see the limited coverage of dental implants for the replacement of sound natural teeth following an accidental *injury*.

#### **Ostomy Supplies**

Benefits for ostomy supplies are limited to the following:

- Pouches, face plates and belt;
- Irrigation sleeves, bags and ostomy irrigation catheters; and,
- Skin barriers.

Benefits are not available for deodorants, filters, lubricants, tape, appliance cleaners, adhesive, adhesive remover, or other items not listed above.

#### **Preventive Health Services**

**Preventive health services** are covered upon renewal 12 months after publication of the recommendation or guideline. **Preventive health services** are not subject to **deductibles**, **co-insurance** and **co-payments**.

#### **Primary Care Provider Services**

Services provided by the **primary care provider (PCP)** for the treatment of **illness** or **injury** and preventive care.

# **Radiation Therapy and Chemotherapy**

Generally accepted therapeutic methods, such as radiology, radium or radioactive isotopes when performed and billed by an *in-network provider*.

#### **Routine Foot Care**

Procedures such as removing corns or calluses, nail trimming and other routine hygiene care of the foot .

# **Second Opinion**

**Quartz** covers a second opinion from another **in-network provider**. **Prior authorization** is required for a second opinion from an **out-of-network provider**.

#### **Surgical Services**

Recognized surgical procedures are covered, including, but not limited to, the following:

- Pre-operative and post-operative care and the services of assistants and consultants that are necessary for the treatment of *illness* and *injury*;
- Elective sterilization procedures;
- Medically recognized procedures performed as an alternative to surgery;
- Mastectomy and reconstruction of the breast on which the mastectomy was performed and reconstruction of the other breast to produce a symmetrical appearance;
- Cataract surgery, including the placement of a standard monofocal intraocular lens implanted at the time of the surgery or as a separate subsequent surgical procedure; and,
- LINX procedure to treat gastroesophageal reflux disease (GERD).

Specialty intraocular lenses implanted at the time of cataract surgery or as a separate subsequent surgical procedure are <u>not</u> covered. Specialty intraocular lenses include but are not limited to toric astigmatism-correcting intraocular lenses and multifocal presbyopia-correcting intraocular lenses.

#### **Telehealth Visits**

**Telehealth visits** with **in-network providers** are covered in the same manner as in-person visits. Contact **your provider's** office to see if a **telehealth visit** is available. If so, they'll schedule a time and give **you** details on how and when to connect with the **provider**.

**You** may also have access to additional therapy **telehealth** visit options for mental health and substance use disorders. Contact **Quartz** Customer Success for more information.

# <u>Temporomandibular Joint (TMJ) Treatment</u>

Diagnostic procedures and surgical and non-surgical treatment for the correction of TMJ disorders. The treatment must be **medically necessary**, and <u>all</u> of the following criteria must apply:

- The condition is caused by congenital, developmental or acquired deformity, disease or injury;
- Under the accepted standards of the profession of the in-network
   provider rendering the service, the procedure or device is reasonable
   and appropriate for the diagnosis or treatment of the condition; and,
- The purpose of the procedure or device is to control or eliminate infection, pain, disease or dysfunction.

For purposes of this section only, non-surgical treatment may include intraoral splint and therapy devices and appliances. These items are covered as **durable medical equipment (DME)**.

Orthognathic surgical procedures for the correction of functional deformities or malocclusion of the mandible and maxillae are excluded for the treatment of TMJ (e.g., mandibular/maxillary osteotomy). **Covered services** under this section may be subject to other exclusions and limitations. An **in-network provider** must provide these services. Review Article IV: Exclusions and Limitations for additional information.

# **Therapy Services**

Outpatient Physical, Occupational, Speech and Hearing Therapy Refer to the **Schedule of Benefits** for specific levels of coverage.

# Outpatient Therapy for the Treatment of Mental Health and Substance Use Disorders

Outpatient therapy for the treatment of mental health and substance use disorders is covered based on *medical necessity*; no specific visit limits apply to traditional therapy services. However, *you* may also have access to additional therapy *telehealth* visit options for mental health and substance use disorders. Contact *Quartz* Customer Success for more information.

# **Cardiac Rehabilitation Therapy**

Cardiac rehabilitation therapy services are covered for eligible **members** with a recent history of heart attack (myocardial infarct), coronary artery

bypass graft (CABG), onset of stable angina pectoris, onset of decubiti angina, heart valve surgery, PTCA and cardiac transplant.

Benefits are payable only for an eligible **member** for one of the seven covered conditions. Refer to the Summary of Benefits and Coverage (SBC) for specific levels of coverage. Benefits are not payable for behavioral or vocational counseling and maintenance cardiac rehabilitation. Phase IV cardiac rehabilitation is not covered.

#### **Inpatient Therapy**

Benefits are payable for inpatient therapy at a medical rehabilitation center. This benefit does not refer to inpatient therapy provided for the treatment of substance use disorders (which is described under the **Behavioral Health and Substance Use Disorder** section). Refer to the **Schedule of Benefits** for specific levels of coverage.

# <u>Post Cochlear Implant Aural Therapy</u> <u>Long-term therapy</u> and <u>maintenance and supportive care and/or</u> <u>therapy</u> are <u>not</u> <u>covered services</u>.

Refer to the Summary of Benefits and Coverage (SBC) for specific levels of coverage.

# <u>Acupuncture</u>

Acupuncture services are covered only when:

- Provided for the treatment of nausea/vomiting when associated with pregnancy, *chemotherapy*, or for the treatment of chronic pain, including migraine or tension headaches, fibromyalgia, chronic neck and back pain, knee pain due to arthritis, or myofascial pain.
   Acupuncture is <u>not</u> covered for the treatment of any other conditions; and,
- Obtained from licensed acupuncture providers or licensed physicians.

Coverage is limited to 12 visits per benefit year.

#### **Transplant and Related Surgical Services**

Benefits are payable for organ or tissue transplant services. The **charges** must be incurred during a transplant **benefit period** that begins with the initial transplant evaluation while a **member** is insured under this **plan**. The **charges** must be due to an **injury** or **illness** covered by this benefit as determined by **Quartz**. The transplant procedure must be performed at a **hospital** designated by **Quartz**. This applies to all **plan benefits** covered under this section. All transplant services and treatments require **prior authorization**.

"Covered transplant procedure" means any of the following human-to-human organ or tissue transplants: cornea, heart, lung, heart with lung, liver, kidney, kidney with pancreas, and bone marrow (e.g., peripheral stem and cord blood). Bone marrow transplant for the treatment of solid tumors in adults is not covered.

"Recipient" means the insured person who receives an organ or tissue transplant.

"Organ or tissue transplant services" means the following as it relates to a covered transplant procedure: (1) organ and tissue procurement (consists of removing, preserving and transporting the donated part, as well as tissue-typing for related or unrelated donors), (2) **hospital** room and board and medical supplies, and (3) diagnosis, treatment, surgery and follow-up care by a **physician**, including dressings and supplies.

#### **Donor Services**

Donor services are covered <u>only</u> if the transplant recipient is a **member**.

# <u>Special Exclusions and Limitations Applicable to Transplant Services</u> Benefits are not payable for the following:

- Services not ordered by a physician;
- Services for which a *member* has no legal obligation to pay in the absence of insurance;

- Services for an *injury* or *illness* due to employment with an employer or self-employment that are otherwise covered by a Workers' Compensation or other occupational disease law;
- Custodial care;
- Services for bone marrow transplants for the treatment of solid tumors in adults, and other transplants not indicated as covered transplant procedures;
- Services received from a facility or provider not prior authorized by Quartz; and,
- Artificial organ implant procedures.

#### **Urgent Care Services**

Urgent care services for the treatment of an accident, injury or illness are covered when provided by an in-network provider or urgent care facility. If you require urgent care services, call your primary care provider for instructions if possible. Otherwise, seek care at the nearest urgent care facility. Follow-up treatment will not be covered as urgent care services. Follow-up treatment is subject to the same referral and prior authorization requirements as elective services.

If **you** receive **urgent care services** from an **out-of-network provider**, **you** should notify **Quartz** within three business days of receiving the services or as soon as medically feasible. Contact **Quartz** Customer Success to provide this notice.

#### **Virtual Visits**

**Virtual visits** are covered for the treatment of non-emergent medical conditions. Not all **injuries** or **illnesses** can be addressed using **virtual visits**. Cost-sharing under **your plan** will apply, even if the **provider** is not able to diagnose or treat **you** during the encounter. If necessary, **you** may be directed to another location for evaluation or treatment. **Quartz** reserves the right to determine the electronic platform used for covered **virtual visits**.

#### **Vision Services**

#### Coverage for all members:

- Routine eye care provided by an *in-network* vision care specialist (ophthalmologist or optometrist) is covered, with or without refraction.
- Medically necessary Contact Lenses: Contact lenses may be determined to be medically necessary and appropriate in the treatment of patients affected by certain conditions. In general, contact lenses may be medically necessary and appropriate when the use of contact lenses, in lieu of eyeglasses, will result in significantly better visual and/or improved binocular function, including avoidance of diplopia or suppression. An initial external lens per eye may be covered when determined medically necessary for each of the following reasons: (1) to heal from surgery, (2) due to a malformation of the eye, and (3) due to an injury to the eye. Any subsequent contact lenses after the initial lens per eye for each reason (1) (3) will not be covered.
- Medically necessary contact lenses are dispensed in lieu of other eyewear. In-network providers will obtain the necessary prior authorization for these services.
  - Examples of conditions for which contact lenses may be determined to be medically necessary include but are not limited to: Keratoconus, Keratoconjunctivitis sicca (severe dry eyes), Pathological Myopia, Aphakia, Anisometropia, Aniseikonia, Aniridia, Corneal Disorders, Post-traumatic Disorders, and Irregular Astigmatism.

# **Hospital Services Benefit**

Inpatient and outpatient services from an *in-network* facility that are necessary for admission, diagnosis and treatment are covered. Services received from an *out-of-network* facility are covered if *prior authorized* by *Quartz* or if the services are rendered due to an *emergency medical condition*. Facility *charges* for dental anesthesia are covered.

#### **Inpatient Care**

#### **Hospitals and Specialty Hospitals**

Benefits are for semi-private room, ward or intensive care unit and necessary and reasonable ancillary *hospital charges*. A private room is covered if *Quartz* determines it is *medically necessary*.

#### **Licensed Skilled Nursing Facility**

The **member** must be admitted within 24 hours of discharge from a **hospital** for continued treatment of the same condition. Care must be **skilled nursing care**. The daily rate payable under this benefit will be at least the daily minimum rate established for licensed **skilled nursing care facilities** by the Wisconsin Department of Health Services. Coverage under this benefit applies only to **skilled nursing care** that is:

- Certified as medically necessary by Quartz; and,
- Re-certified as medically necessary every seven days.

Coverage is for the continued treatment of the same condition for which the *member* was treated in the *hospital* before entry into the *skilled nursing facility*. There is no coverage for care that is:

- Essentially domiciliary or custodial care;
- Available to the member without charge; or,
- Paid for under a governmental health care program other than Medicaid.

Nervous and Mental Disorders and Substance Use Confinements

See Behavioral Health and Substance Use Disorder Services in this Article
and the Schedule of Benefits for details.

# **Outpatient Care**

# **Emergency Room**

**Emergency services** are those services that are necessary to treat an **emergency medical condition**. **Emergency services** include both professional and facility components. Follow-up care provided subsequent to the emergency by an **out-of-network provider** is <u>not</u> covered unless **prior authorized**.

#### **Ambulatory Surgical Care**

These are services provided in an outpatient setting. Unless specifically authorized in this *certificate*, services may require *prior authorization*.

# **Behavioral Health (Mental Health) Services**

See **Behavioral Health and Substance Use Disorder Services** in this Article and the **Schedule of Benefits** for benefit details.

# **Diagnostic Testing**

Includes laboratory, radiology and other diagnostic tests.

### **Clinic Visits**

**Physician services** and facility services associated with immunizations and well-child care.

#### ARTICLE IV: EXCLUSIONS AND LIMITATIONS

# **Exclusions**

This **plan** does <u>not</u> provide coverage for the following:

#### **Surgical Services**

- Procedures to correct obesity or treat the complications or comorbidities of obesity. Treatment of complications arising from such procedures are also excluded. This *exclusion* does not apply to bariatric surgery services, if specifically covered in Article III: Covered Services;
- 2. Removal of excess skin resulting from weight loss, other than panniculectomy;
- 3. Plastic or cosmetic surgery, including Chemical Peel, undertaken solely to improve the **member's** appearance;
- 4. Treatment, services and supplies for cosmetic or beautifying purposes. This **exclusion** includes removal of keloids. However, treatment is covered:
  - When it serves to correct a functional impairment related to congenital bodily disorders or conditions; or,
  - When associated with covered reconstructive surgery due to an illness or accidental injury (including subsequent removal of a prosthetic device that was related to such reconstructive surgery).

Psychological reasons do not represent a medical/surgical necessity;

- Reconstructive surgery (unless the purpose is to correct a functional defect);
- Breast augmentation and any treatment for complications resulting from these procedures. This *exclusion* does not apply to the reconstruction of affected tissue incident to a mastectomy or for complications of mastectomy, including lymphedema;
- 7. Refractive eye surgery for vision correction;
- 8. Removal of skin tags; and,
- 9. Penile implants and other erection devices.

#### **Medical Services**

- Examinations and assessments required for employment, participation in sports, licensing, education or insurance, or any thirdparty request, including court-ordered treatment that does not otherwise qualify for coverage. This *exclusion* does <u>not</u> apply to courtordered mental health services pursuant to s. 609.65, Wis. Stat.;
- 2. Immunizations covered or requested by an employer, educational institution or other third party;
- Expenses for the preparation and presentation of medical reports and records;
- 4. Weight control programs. This *exclusion* does not apply to services provided through *care management* to *members* who are eligible for and enrolled in a *Quartz*-sponsored clinical or disease management program, except for counseling by a *primary care provider*;
- 5. Psychological and neuropsychological testing for educational purposes;
- 6. Custodial care and maintenance and supportive care and/or therapy and long-term therapy;
- 7. Sublingual (under the tongue) allergy testing and/or treatment, except coverage is provided under the *Prescription Drug Benefit Rider* if the medication is FDA-approved and has been designated as a *formulary* drug by *Quartz's* Pharmacy and Therapeutic Committee; and,
- 8. Any health care service, item or investigational drug that is the subject of a *clinical trial*; any health care service, item or drug provided solely to satisfy data collection and analysis needs that is not used in the direct clinical management of the patient; an investigational drug or device that has not been approved for marketing by the United States Food and Drug Administration (FDA); transportation, lodging, food or other expense for the patient, family member or companion of the patient that is associated with travel to or from a facility providing the *clinical trial*; any service, item or drug provided by the *clinical trial* sponsor free of *charge* for any patient; or any service, item or drug that is eligible for reimbursement by an entity other than *Quartz*, including the sponsor of the *clinical trial*.

#### **Ambulance Services**

Travel and transportation for a consultation or to receive non-emergent treatment, except for approved ambulance service. Ambulance services are <u>not</u> covered when the **member** is not actually transported by ambulance.

### **Therapies**

- Long-term therapy and maintenance and supportive care and/or therapy for chronic conditions. Therapies of this type include but are not limited to general exercise programs, maintenance exercise programs, physical conditioning programs, massage therapy, assistance with activities of daily living, and any therapy services that Quartz determines are not medically necessary;
- 2. Physical therapy services for athletic performance enhancement purposes;
- Relationship counseling;
- 4. Vocational rehabilitation, including work-hardening programs;
- Massage therapy;
- 6. Group homes and halfway houses for supportive and maintenance care; and,
- 7. Prolotherapy, except when **prior authorized** and **medically necessary** for the treatment of lateral epicondylosis, symptomatic knee osteoarthritis, or sacroiliac (SI) joint pain. Prolotherapy is <u>not</u> covered for the treatment of any other conditions.

# **Oral Surgery and Dental Services**

All dental procedures, including but not limited to examination, care, treatment, filling, removal, restoration or replacement of teeth; dental implants; and any oral surgical procedure not listed as a benefit under Article III: Covered Services. This *exclusion* does not apply to covered oral surgery procedures or covered dental services required because of accidental *injury*, or the treatment of Temporomandibular Joint Disorder (TMJ) as specified in Article III.

# <u>Transplants</u>

 Transplants not listed as a covered benefit under Article III: Covered Services;

- 2. Follow-up care related to non-covered transplant procedures;
- 3. Medical or other costs related to the donation of organ(s) intended for a person who is <u>not</u> a **Quartz member**; and,
- 4. Anti-rejection and immuno-suppressive drugs for non-covered transplant procedures.

### **Reproductive Services**

- Infertility services which are not for treatment of illness or injury (i.e., that are for the purpose of achieving pregnancy). The diagnosis of infertility alone does not constitute an illness;
- 2. Fertility and *infertility* treatments. Services related to intrauterine insemination (IUI), in vitro fertilization (IVF), gamete intra-fallopian transfer (GIFT), zygote intra-fallopian transfer (ZIFT) or any other similar means of achieving pregnancy. Services that diagnose *infertility* are covered up to the time that treatment begins. Once treatment begins, diagnostic and evaluative services are not covered. No fertility drug, whether given in the *physician's* office or received from a pharmacy, is covered;
- 3. Reversal of voluntary sterilization procedures and related procedures;
- 4. **Charges** related to surrogate mother services when the surrogate is not a **member**;
- 5. Home delivery for childbirth;
- Contraceptive medications or devices that are available without a prescription, except when the medication or device is both FDAapproved and prescribed by a *provider*; and,
- 7. Services for storage or processing of semen (sperm), donor sperm, harvesting of eggs and their cryopreservation, and surrogate mother services.

# **Hospital Inpatient Services**

- Personal comfort or convenience items, including but not limited to, television, telephone, housekeeping and homemaker services.
   Charges for a private room will not be covered unless medically necessary; and,
- 2. **Hospital charges** for services not covered under Article III of this **policy**.

### **Outpatient Prescription Drugs**

- Prescription drugs, unless the Prescription Drug Benefit Rider is made a part of this plan. This does not exclude orally administered chemotherapy drugs, diabetic insulin and supplies as listed on Quartz's drug formulary;
- Prescription drugs prescribed for cosmetic purposes or for conditions or treatments that are not covered benefits under this policy (e.g., prescription drugs related to infertility treatment or the treatment of obesity);
- Take-home prescription drugs and supplies that can be purchased on an outpatient basis, whether billed directly or separately by a hospital or other health care facility. This includes pharmacy supply fees and dispensing fees on medical benefit drugs dispensed for selfadministration at the patient's home;
- 4. **Prescription drugs** not approved by the FDA;
- 5. The medication aducanumab-avwa (Aduhelm); and,
- 6. The medications eteplirsen (Exondys 51), golodirsen (Vyvondys 53), casimersen (Amondys 45), and vitolarsen (Viltepso).

# <u>Durable Medical Equipment (DME) and Disposable Medical Supplies</u>

- Equipment, appliances, devices and supplies that are not prescribed to treat *illness* or *injury*, including but not limited to safety equipment such as, helmets, some braces and safety seats. This *exclusion* does not apply to items provided to *members* who are eligible for and enrolled in a *Quartz*-sponsored clinical, *care management* or disease management program, or when items are provided through *care management*;
- 2. Automated external defibrillators (AEDs);
- 3. The repair or the replacement of *durable medical equipment (DME)*, other than those items that are covered as specified in Article III. Also excluded is the repair and replacement of *DME* that is covered by a homeowner's insurance policy or other similar policy;
- 4. Eyeglasses and contact lenses and fittings for contact lenses, except as described under the Vision Services section in Article III: Covered Services;

- Orthopedic shoes, unless they are part of a brace. Orthopedic shoes are covered for persons with diabetes or peripheral vascular disease if the orthopedic shoes are *prior authorized* by *Quartz*;
- 6. Repair or replacement of supplies, equipment or prostheses if lost, stolen, or if unusable or non-functioning because of misuse, abuse or neglect;
- 7. Optional accessories or devices primarily for the **member's** comfort or convenience, footwear, and orthodontic devices;
- 8. Elastic support stockings that are not **medically necessary**, foot pads, bunion covers, batteries, antiseptics, tape, over-the-counter shoe inserts, supports, and elastic bandages;
- 9. Customization of vehicles and/or lifts for wheelchairs and/or scooters;
- Any and all types of modifications to the *member's* home and items associated with such modifications (e.g., ramps, grab bars, stair lifts and chair lifts);
- Items that are generally considered to be comfort or convenience items (e.g., home monitoring devices, blood pressure cuffs, personal sound amplification products (PSAPs), etc.). This exclusion does not apply to items provided to members who are eligible for and enrolled in a Quartz-sponsored clinical, case management or disease management program, or when items are provided through care management;
- 12. Bone anchored hearing aids except when either of the following applies:
  - For members with craniofacial anomalies whose abnormal or absent ear canals preclude the use of a wearable hearing aid;
  - For members with hearing loss of sufficient severity that it would not be adequately remedied by a wearable hearing aid;
- 13. More than one bone anchored hearing aid per *member* who meets the above coverage criteria during the entire period of time the *member* is enrolled under the *policy*;
- 14. Alternative communication devices (e.g., electronic keyboard for a hearing impairment, computers, hand-held phones or devices); and,
- 15. Penile implants and other erection devices.

#### **General**

- Any service that is not medically necessary. Any service that is not required in accordance with accepted standards of medical, surgical or psychiatric practice. Hospital stays extended for reasons other than medical necessity are not covered and become the member's responsibility for payment. For example, inclement weather, lack of transportation, lack of a caregiver at home and other social reasons do not justify coverage for an extended hospital stay;
- Services obtained which require *prior authorization*, in which the *member* did not receive *prior authorization*, are <u>not</u> covered. Any treatment, services, and supplies in excess of what is *prior authorized*;
- Any service for which the *member* refuses to authorize or provide for the release of medical information, including names of all *physicians* and *providers* from whom *you* received medical attention, and information regarding the circumstances of *your injury*;
- 4. **Experimental or investigative** treatment, services, devices and supplies;
- Nutritional supplements and special feedings, other than covered enteral feedings and meal services that are part of a *home health* care program;
- Grocery products or prepared meals, unless provided to <u>members</u>
  who are eligible for and enrolled in a *Quartz*-sponsored clinical, *care*management or disease management program, or when provided
  through *care management* following an inpatient or skilled nursing
  facility stay;
- 7. Over-the-counter infant formulas (e.g., Similac, Nutramigen, Enfamil), medical food products prescribed without a diagnosis requiring such foods, organic medical food products and pre-packaged blenderized foods (e.g., Nourish, Liquid Hope);
- 8. Medical food and commercially available food products used for the treatment of <u>any</u> of the following: food allergies, multiple protein intolerances, lactose intolerances, celiac disease, milk allergies, sensitivities to intact protein, protein or fat maldigestion, or intolerances to soy formulas or protein hydrolysates;

#### **ARTICLE IV: EXCLUSIONS AND LIMITATIONS**

- 9. Services rendered by a masseuse or massage therapist;
- 10. Hypnotherapy;
- 11. Orthoptics (eye exercise-training programs);
- 12. Private duty nursing;
- 13. Platelet-rich plasma;
- 14. Robotic-assisted surgeries;
- 15. **Custodial**, domiciliary or convalescent care that does not require skilled care;
- 16. Coma stimulation programs;
- 17. Hypnotherapy, acupuncture and laser treatment for smoking cessation;
- 18. Services that **Quartz** has no legal obligation to cover, such as services provided by free clinics and government programs;
- Charges for services or items that the member has no legal obligation to pay;
- 20. Services available under a federal, state, county, municipal or other governmental agency or law now existing, or subsequently enacted or amended, such as Veterans Administration programs covering service-connected disabilities or conditions; services available under "No-Fault" automobile insurance; services related to any *illness* or *injury* covered by a Workers' Compensation Act or employer liability law. However, *Quartz* coordinates benefits with *Medicare* as allowed under state and federal law. For situations involving occupational injury or hazard, also see the Workers' Compensation section under Article IX: General Provisions;
- Health and benefit expenses incurred before coverage under this policy begins and after coverage or eligibility terminates;
- 22. Any federal, state or local taxes due on benefits, goods or services; shipping and handling charges;
- 23. Services required while incarcerated in a federal, state or local penal institution, or services required while in custody of federal, state or local law enforcement authorities, including criminal competency evaluations;
- 24. Residential treatment as a substitute for legal actions or to provide respite for the family;

#### **ARTICLE IV: EXCLUSIONS AND LIMITATIONS**

- 25. Recreational or non-skilled services or activities conducted through wilderness and camp programs, therapeutic boarding schools and academy-vocational programs;
- 26. Any condition, disability or *charge* resulting from or sustained as a result of being engaged in an illegal occupation or the commission or attempted commission of an assault or a criminal act;
- 27. Services provided to or received by a **member** as a collateral medical procedure in connection with the treatment of any person who is not a **member**;
- 28. Services, care or treatment for medical complications resulting from or associated with non-covered services;
- 29. Any treatment or service rendered by a person residing in your home or rendered by a member of your immediate family or any other person related to you or a dependent in a similar fashion. However, if one of the persons described above is a licensed medical provider and you receive urgent or emergency services from that person in an urgent care facility or hospital, this exclusion does not apply;
- 30. Treatment, services and supplies not specifically identified by **Quartz** as being covered;
- 31. Expenses related to repatriation and medical evacuation;
- 32. Travel expenses including but not limited to rental car services, tolls, mileage reimbursement, gas, lodging, food, and airfare;
- 33. Any items or services obtained or provided outside of the United States (except for emergency care). *Members* should always bring their *Quartz* ID Card when traveling inside or outside the United States;
- Hair removal, unless authorized by Quartz as part of covered genderaffirming care;
- Wart removal;
- 36. This policy does not pay or reimburse you for services you administer to yourself, even if you are a provider;
- 37. Any items offered over the counter that are not listed as covered in **your policy** documents; and
- 38. Amounts charged to a **member** for services that were not rendered.

### Limitations

### **Major Disaster or Epidemic**

If a major disaster or epidemic occurs, *physicians* and *hospitals* will render medical services and arrange for extended care services and *home health care services* as is practical according to their best medical judgment and within the limitation of available facilities and personnel. Neither *Quartz* nor any *plan provider* shall incur any liability or obligation for delay or failure to provide or arrange for medical services that the disaster or epidemic renders unavailable.

### <u>Circumstances Beyond the Control of Quartz</u>

Covered services may be delayed or made impractical by circumstances not reasonably within Quartz's control, such as complete or partial destruction of facilities, war, riot, civil insurrection, labor disputes, disability of a significant part of hospital or medical group personnel or similar causes. If services are delayed or made impractical, Quartz and its plan providers will use their best efforts to provide services and benefits covered under this policy, but neither Quartz nor any plan provider shall incur any liability or obligation for failure to provide services or other benefits.

#### **Treatment of Growth Retardation**

Treatment of growth retardation is covered only when (1) the **Prescription Drug Benefit Rider** is part of this **plan**, and (2) production of the growth hormone is absent due to pituitary gland loss or failure. With the exception of Turner Syndrome, coverage is <u>not</u> extended for short stature syndrome or other related growth abnormalities.

#### **Proof of Claim**

**You** must submit proof of **claim** within 90 days of the date of service. Circumstances beyond **your** control might make this time limit unreasonable. If so, **you** must file the **claim** as soon as possible, and pursuant to s. 631.81, Wis. Stat., **we** will still process **your claim** if **you** submit it within one year after the time required under this provision.

If **you** are submitting **claims** for which **you** have already paid, and **you** are seeking **Quartz's** reimbursement, you must provide proof of payment. The bill or receipt from **your provider** must match the service that **you** are seeking **Quartz's** reimbursement for.

### **Emergency Services**

Follow-up care provided subsequent to the emergency by an **out-of- network provider** is not covered unless **prior authorized**. Medical treatment that **you** receive on an emergency basis for an **illness** or an **injury** that is not an **emergency medical condition** will <u>not</u> be considered a **covered service**.

### **Urgent Care Services**

If you need urgent care services, call your primary care provider for instructions if possible. Otherwise seek care at the nearest urgent care facility. If you receive urgent care services from an out-of-network provider, you should notify Quartz within three business days following the date of service or as soon as medically feasible. Contact Quartz Customer Success to provide this notice.

### **Primary Care Provider Selection**

A *primary care provider (PCP)* is a licensed *physician* who has been designated by *Quartz* to provide primary health care services to its *members*. Each *member* is required to select a *PCP* from a list that can be found at Find A Doctor at *QuartzBenefits.com/FindADoctor* or in the *Provider Network Directory* at <a href="https://quartzbenefits.com/ProviderDirectoryPDFs">https://quartzbenefits.com/ProviderDirectoryPDFs</a>. The *PCP* provides the full range of primary health care services which are ordinarily provided by General Practitioners, Internists, Family Practitioners, Pediatricians, OB/GYN *physicians* and Geriatricians.

# **Specialty Providers**

**You** must use an **in-network provider** for specialty care. All specialty services must be **medically necessary** and a **covered service** under the **plan**.

**Referrals** are not necessary to access the following services: chiropractic, **emergency care**, oral surgery, OB/GYN **physician services**, and optometrist services. **Quartz** encourages **you** to ask **your** oral surgeon to submit a pre-

#### **ARTICLE IV: EXCLUSIONS AND LIMITATIONS**

treatment plan before services are rendered to determine whether the services are *covered services*.

For assistance in accessing *behavioral health and substance use disorder services*, contact Behavioral Health Care Management at (800) 683-2300.

### **Changing Your Primary Care Provider**

You may change **your PCP** by logging on to **QuartzBenefits.com** or by contacting **Quartz** Customer Success. The change will be effective no later than the first day of the following month as long as the new **physician** is accepting additional patients.

#### **Out-of-Pocket Costs**

Your Schedule of Benefits includes details relating to co-payments, co-insurance and deductibles which may apply to office visits, specialty visits, inpatient hospital stays, emergency room visits and urgent care facility visits. Your Schedule of Benefits identifies the amount of co-payment, co-insurance and/or deductible applicable to your plan.

#### **Other Limitations**

In addition to the limitations set forth in this *Certificate of Coverage*, see the limitations in *your Schedule of Benefits*.

If **you** have health care coverage through another group program or individual policy, **Quartz** will coordinate the payment of benefits in accordance with applicable law and as set forth in this **COB** provision. The purpose of this provision is to ensure that **you** receive the benefits to which **you** are entitled without providing more benefits than the total cost of care received.

#### **Definitions**

**Allowable expense** means any necessary, reasonable and customary item of **expense** for health care, at least a portion of which is covered under one or more **plans** covering the person for whom the **claim** is made.

The difference between the cost of a private **hospital** room and the cost of a semi-private **hospital** room is not considered an **allowable expense** unless the patient's stay in a private **hospital** room is **medically necessary**, either in terms of generally accepted medical practice or as specifically defined in the **plan**.

When a *plan* provides benefits in the form of services, the reasonable cash value of each service provided shall be considered both an *allowable expense* and benefit paid.

**Claim determination period** means a **contract year**. However, it does not include any part of a year during which a person has no coverage under this **plan** or any part of a year before the date this **COB** provision or similar provision takes effect.

For purposes of this **COB** section only, a **plan** means <u>any</u> of the following which provide benefits or services for, or because of, medical or dental care or treatment:

- Group insurance or group-type coverage, whether insured or uninsured (self-insured), that includes continuous 24-hour coverage.
   This includes pre-payment, group practice or individual practice coverage. It also includes coverage other than school accident-type coverage; or,
- Coverage under a governmental plan or coverage that is required or provided by law. This does not include Medicare Advantage as this provision is preempted by federal law. This does not include a state plan under *Medicaid* (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act as amended from time to time). It also does not include any plan whose benefits, by law, are excess to those of any private insurance program or other non-governmental program.

This **plan** means the **group health plan** offered by **Quartz** and described in this **policy**.

### **Effect of Benefits**

**Quartz** will apply these provisions when **you** incur **allowable expenses**, during a **claim determination period**, for which benefits are payable under any other **plan**. The provisions will apply only when the sum of the **allowable expenses** under this **plan** and any other **plan** would, in the absence of this **COB** provision or any similar provision in the other **plan**, exceed the **allowable expenses**.

Benefits provided under this *plan* during a *claim determination period* for *allowable expenses* incurred will be determined as follows:

 If benefits under this *plan* are to be paid after any other *plan*, the benefits under this *plan* will be reduced so total benefits payable by all *plans* will not exceed the total of the *allowable expenses* or the patient responsibility amount of the other plan, whichever is less; and this *plan* will not pay an amount the other *plan* did not cover because you did not follow its rules and procedures.

2. If benefits under this **plan** are to be paid before benefits are paid under any other **plan**, benefits under this **plan** will be paid without regard to the other **plan**.

**Allowable expenses** under any other **plan** include the benefits that would have been payable had a **claim** been duly made.

Reimbursement will not exceed 100% of the total *allowable expenses* incurred under this *plan* and any other *plan* included under this provision.

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

For the purpose of the Effect of Benefits provision above, the rules establishing the order of benefit determination are as follows:

# 1. Non-Dependent/Dependent

The benefits of a **plan** which covers the person on whose **expenses** the **claim** is based other than as a **dependent** shall be determined before the benefits of a **plan** which covers such person as a **dependent**.

# 2. <u>Dependent Child/Parents Not Separated or Divorced</u>

The benefits of a *plan* which covers the person on whose expense the *claim* is based as a *dependent child* are determined according to which parent's birth date occurs first in a calendar year, excluding the year of birth. If both parents have the same birthday, the *plan* that has covered a parent longer pays before the *plan* that has covered a parent for any shorter period of time.

# 3. <u>Dependent Child/Separated or Divorced Parents</u>

If two or more **plans** cover a person as a **dependent child** of divorced or separated parents, benefits for the **child** are determined in this order:

- When parents are separated, or divorced and the parent with custody of the *child* has not remarried, the benefits of a *plan* that covers the *child* as a *dependent* of the parent with custody of the *child* will be determined before the benefits of a *plan* that covers the *child* as a *dependent* of the parent without custody;
- If two or more plans cover a person as a dependent child of divorced or separated parents and the parent with custody of the child has remarried, benefits for the child are determined in the following order:
  - o First, the *plan* of the parent with custody of the *child*;
  - Then, the *plan* of the spouse of the parent with custody of the *child*; and,
  - o Finally, the **plan** of the parent not having custody of the **child**;
- Notwithstanding the first two provisions above, if the specific terms of a court decree state that the parents have joint custody of the *child* and do not specify that one parent has responsibility for the *child*'s health care expenses, or if the court decree states that both parents shall be responsible for the health care needs of the *child* but gives physical custody of the *child* to one parent, and the entities obligated to pay or provide the benefits of the respective parent's *plans* have actual knowledge of those terms, benefits for the *dependent child* shall be determined according to rule 2 above;
- However, if the specific terms of a court decree state that one of the parents is responsible for the health care expenses of the child, and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, the benefits of that plan are determined first. This paragraph does not apply with respect to any claim determination period or benefit year during which any benefits are actually paid or provided before the entity has that actual knowledge.

# 4. Active/Inactive Employee

When rules 1, 2 and 3 above do not establish an order of benefits determination, the benefits of a *plan* that has covered such person as a laid-off or retired *employee* or as the *dependent* of the person are

determined after the benefits of a *plan* that has covered such person through present employment.

### 5. <u>Continuation of Coverage</u>

If a person has continuation coverage under federal or state law and is also covered under another *plan*, the *plan* covering the person as an *employee*, *member* or *subscriber* or as a *dependent* of an *employee*, *member* or *subscriber* is primary and the continuation coverage is secondary.

### 6. Longer/Shorter Length of Coverage

When the rules above do not establish an order of benefits determination, the benefits of a *plan* that has covered the person for the longer period of time are determined before the benefits of a *plan* that has covered the person for the shorter period of time.

Whenever one **plan** does not contain a **COB** provision, that **plan** must pay its benefits before any other **plan** pays.

When these provisions reduce the total amount of benefits otherwise payable to **you** under this **plan** during any **claim determination period**, each benefit that would be payable in the absence of this provision is reduced proportionately and such reduced amounts are charged against any applicable benefit limit under this **plan**.

# Right to Receive and Release Necessary Information

**Quartz** may require certain information in order to apply and coordinate these provisions with other **plans**. To get the needed information, **Quartz** may, without **your** consent, release or obtain from any insurance company, organization, or person information needed to implement this provision. **You** agree to notify **Quartz** of the existence of any other group coverage that **you** have and to furnish any information **Quartz** needs to apply these provisions.

### **COB** with Medicare

In all cases, **COB** with **Medicare** will conform with federal and state statutes and regulations. Except as required by federal and state statutes and regulations, this **plan** will pay benefits on a secondary basis to **Medicare**.

If you are eligible for Medicare on a primary basis (Medicare pays before Quartz), you should enroll in and maintain coverage under both Medicare Part A and Medicare Part B. If you do not enroll and maintain that coverage when we are the secondary payer, we will pay benefits as if you were covered under both Medicare Part A and Part B. As a result, you will be responsible for the costs that Medicare would have paid, and you will incur a larger out-of-pocket cost. These additional amounts will not apply to your annual maximum out-of-pocket limit.

However, **Quartz** will not reduce benefits that are otherwise available under the **policy** for kidney disease treatment solely because a **member** is eligible for but not enrolled in **Medicare**.

# **Facility of Payment**

A payment made under another *plan* may include an amount that should have been paid under this *plan*. If this occurs, *Quartz* may pay that amount to the organization that made that payment. That amount will then be treated as if it were a benefit paid under this *plan*. *Quartz* will be fully discharged from liability under this *plan* to the extent of any payment so made. The term "payment made" means reasonable cash value of the benefits provided in the form of services.

# **Right to Recovery**

**Quartz** reserves the right to recover any payment made for an **allowable expense** under this **plan** in the amount by which the payment exceeds the maximum amount **Quartz** is required to pay under these provisions.

This right of recovery applies to **Quartz** against the following:

- Any person(s) to, for or with respect to whom, such payments were made; or,
- 2. Any other insurance company or organization which, according to these provisions, owes benefits due for the same *allowable expense* under any other *plan*.

**Quartz** shall determine against whom this right of recovery will be exercised.

# **Right to Request Final Benefit Determination**

If this *plan* is the secondary *plan*, *Quartz* must be able to determine whether the primary *plan* will make payment prior to making *our* payment for an *allowable expense* under *this plan*.

**Quartz** may require evidence of a final benefit determination prior to approving coverage.

# **Employee Coverage**

### **Eligibility**

An *employee* must reside or work in the *service area*. *Quartz* considers an *employee's* "residence" to be the location in which he/she spends at least nine months out of a 12-month period. Eligibility for coverage begins on the date an *employee* meets all eligibility criteria specified on the *group application*. Note: An individual may not be enrolled as both an eligible *employee subscriber* and as a *child* or spouse *dependent* under the same employer group policy.

#### **Enrollment and Effective Date**

An *employee* may apply for enrollment in the *plan* by submitting a completed *Enrollment Application Form* and, if necessary, an *Employer's Certification of Group Health Plan Coverage*, or other acceptable documentation as indicated by federal law. Application must be made during an annual enrollment period or within 31 days of becoming eligible. The *Enrollment Form* may be obtained from the *group's* benefit administrator.

**Quartz**, at its discretion and with the mutual agreement of the employer, may allow for an **open enrollment period** or a **dual choice enrollment period**.

#### **New Entrant**

A new entrant may enroll within 31 days from the date he/she is eligible to enroll and will be covered on the date **Quartz** specifies. A new entrant is an **employee** who becomes part of the **group** after the first enrollment period.

### <u>Special Enrollment</u>

An **employee** that previously waived or otherwise declined coverage under the **plan** is entitled to enroll during a **special enrollment period** when the **employee** marries or has a new **child** as a result of marriage, birth, adoption or placement for adoption.

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An *employee* entitled to enroll during a *special enrollment period* must submit an *enrollment application* to *Quartz* within 31 days of the date of the marriage, or within 60 days of the birth, adoption or placement for adoption. Coverage will be effective:

- With respect to a marriage, the date of marriage or the first of the month following the date of marriage; or,
- With respect to a birth, adoption or placement for adoption, on the date of birth, adoption or placement for adoption.

### **Special Enrollment for Loss of Other Coverage**

An **employee** who is not enrolled, but who is eligible for coverage under the terms of the **group plan**, or an **employee's dependent** who is not enrolled but who is eligible for coverage under the terms of the **group plan**, may enroll for coverage during a **special enrollment period** if <u>any</u> of the following apply:

- 1. Involuntary Loss of Other Coverage
  - The employee or dependent was covered under another group health plan or had health insurance benefit plan coverage at the time coverage was previously offered to the employee or dependent;
  - The employee or dependent stated in writing at the time Quartz coverage was previously offered that coverage under another group health plan or health insurance benefit plan was the reason for declining enrollment under this plan; and,
  - The employee or dependent is currently covered under that prior group health plan or health insurance benefit plan or, under the terms of the group plan, the employee or dependent requests enrollment no later than 31 days after the date on which the coverage under paragraph "1" is exhausted or terminated due to an involuntary loss of eligibility under the prior coverage.
    Members requesting coverage under this health plan more than 31 days after their other coverage ends should contact their employer to determine the date of the next open enrollment period; or,
  - The employee or dependent requests enrollment within 60 days of losing or being determined as eligible for Medicaid or a child health plan under title XXI of the Social Security Act. If your

**Enrollment Form** is received within the 60-day period, **your** or **your dependent's** coverage will be effective on the first day of the month following receipt of the **Enrollment Form** by **Quartz.** 

- Termination of Another Employer's Group Health Plan Coverage During the Other Plan's Open Enrollment Period
  - The employee or dependent is currently covered under another employer's group health plan; and,
  - The employee or dependent declined to enroll under this group plan during the most recent open enrollment period due to having coverage under the other employer's group health plan; and,
  - The other group health plan's open enrollment period does not overlap with the open enrollment period for electing coverage under this group plan; and,
  - The employee or dependent requests enrollment with this group plan no later than 31 days after the date on which the coverage under the other employer's group plan is voluntarily terminated during the other employer's group health plan open enrollment period.

# **Dependent Coverage**

# **Eligibility**

Except for full-time students, *Quartz* considers a *dependent's* "residence" to be the location in which they spend at least nine months out of a 12-month period. A *dependent* need not reside within the *Quartz service area* to be eligible for coverage under the *plan*. Eligibility for coverage begins on:

- The date the *employee* is eligible for coverage, if the *employee* has dependents who may be covered on that date; or,
- 2. Either the date of the *employee's* marriage or the first day of the month following the date of the marriage (as determined by the employer) for any *dependent* (spouse or stepchild) acquired through the marriage; or,
- The date of birth of the employee's natural-born child; or,

- The date a minor *child* is placed in the *employee's* home for adoption, or the date that a court issues a final order granting adoption of the minor *child* to the *employee*, whichever occurs first; or,
- 5. The date a court issues a final order granting legal guardianship of the minor *child* to the *employee* or the *employee*'s covered spouse; or,
- 6. The date of change of status for a newly-eligible *dependent*; or,
- 7. The date of birth of a *child* born to an *employee's* covered *dependent child* who is under the age of 18; or,
- 8. For full-time students, the first day they become full-time students if:
  - The child is a full-time student; and,
  - The child was under 27 years of age when they were called to federal active duty in the National Guard or in a reserve component of the U.S. Armed Forces while the child was attending, on a full-time basis, an institution of higher education, and applied to an institution of higher education as a full-time student within 12 months from the date the child has fulfilled their active duty obligation.

Except for continuation coverage, an **employee** may cover **dependents** only if the **employee** is covered.

#### **Enrollment and Effective Date**

Each **dependent** must be enrolled on an **Enrollment Application Form** or electronically through **QuartzBenefits.com/WIMaterials**.

The **effective date** of coverage for each **dependent** (other than a newborn or an adopted **child**) is determined as follows:

- If the Enrollment Form is received by Quartz before the dependent's eligibility date, the dependent is covered on the date he/she is eligible;
- If the *Enrollment Form* is received after the *dependent's* eligibility date, but within 31 days from the eligibility date, the *dependent* is covered on the date approved by *Quartz*;
- A dependent's effective date may never be prior to the employee's effective date; and,

- A new entrant may enroll within 31 days from the date he/she is notified of the opportunity to enroll and will be covered on the date
   Quartz specifies. A dependent is a new entrant:
  - If he/she is a dependent of an employee who becomes part of the group after the first enrollment period; or,
  - If a court orders him/her to be covered under the policy and if he/she requests coverage after issuance of the court order; or,
  - If he/she did not enroll during an enrollment period and, at that time, was covered by a health insurance benefit plan, loses that coverage, and requests coverage under this plan within 31 days after the termination of the health insurance benefit plan coverage.

### **Newborn Effective Date of Coverage**

The **employee** has 60 days from the date of birth of a **child** to apply for **dependent** coverage effective on the newborn's birth date. The **employee** may apply for **dependent** coverage for a newborn up to one year after the newborn's birth date if the **employee** pays all past **premium** plus interest on such **premium** at the rate of 5.5% per year.

# <u>Adopted Child Effective Date of Coverage</u>

The **employee** has 60 days from the date a **child** is placed in the custody of the **employee** or from the date a court issues a final order granting adoption of the **child** by the **employee**, whichever occurs first, to apply for **dependent** coverage effective on the date of eligibility.

# **Changes to Enrollment Form**

Changes to the original *Enrollment Form*, other than *physician* changes, must be made by completing a new *Enrollment Form* or by submitting the change electronically at *QuartzBenefits.com/WIMaterials*.

# **Termination of Coverage**

Coverage terminates for **employees** and their covered **dependents** on the date that one of the following occurs:

- 1. The group **policy** terminates; or,
- 2. A service is no longer a **covered service** under the **policy**, except that termination then relates only to that **covered service**.

Coverage also terminates for **employees** and covered **dependents** for any of the following reasons:

- The employee's employment terminates or the employee no longer meets the definition of an "active" employee; or,
- The *employee* ceases to meet eligibility requirements or is no longer in a class of *employees* that is eligible for coverage under the *policy*; or,
- The employee no longer lives or works within Quartz's service area; or,
- 4. Required **premium** is not paid by the end of the grace period (31 days); or,
- The employee retires, unless the employer requests retiree coverage on the Group Application Form and Quartz approves such request; or,
- 6. The *dependent* no longer qualifies as an eligible *dependent*.

Except in the case of nonpayment of **premium**, the termination date for the above reasons will be at the end of the month in which the change occurs. Retroactive termination requests will be processed up to 60 days from the requested termination date.

Per HIPAA Final Rules - Nondiscrimination in Health Coverage in the Group Market at 45 C.F.R. §146.121, an *employee* is considered to be in "active" status if they are actively working, or not actively working but meet <u>all</u> of the following conditions:

- The employee retains employment rights in the industry;
- The employee has not had their employment terminated by the employer, if the employer provides the coverage, or has not had their

- membership in an employee organization (such as an association or union) terminated, if the employee organization provides the coverage;
- The employee is not receiving disability payments from an employer for more than six months;
- The employee is not receiving Social Security disability benefits; and,
- The employee has employment-based group health plan coverage that is not COBRA continuation coverage.

# **Termination of Dependents**

A spouse and stepchildren will cease to be **dependents** on the last day of the month in which a divorce decree is granted, and coverage may be terminated, subject to continuation rights. Other children cease to be **dependents** at the end of the calendar month in which they reach age 26, except that:

 Full-time students called to active duty: Dependents age 26 or older cease to be dependents at the end of the calendar month in which they cease to be full-time students.

"Full-time student" means that the child is in regular full-time attendance in one of the following types of schools:

- An accredited post-secondary vocational, technical or adult education school; or,
- An accredited college or university that provides a schedule of courses or classes and whose principal activity is the provision of an education.

**Quartz** may require proof of attendance. Full-time student status is defined by the institution in which the student is enrolled. Coverage begins on the first day that the **child** becomes a full-time student.

Student status includes any intervening vacation period if the **child** continues to be a full-time student.

### 2. **Disabled dependents**:

Children who are currently covered under the *Group Master Policy Agreement* and who are or become incapable of self-support due to a physical or mental impairment, continue to be eligible after attainment of the limiting age if the *child* is:

- Dependent on you for support and maintenance; and
- Incapable of self-sustaining employment.

A physical or mental impairment is defined as an impairment that substantially limits one or more of the major life activities of an individual. Physical impairments include a physical disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more of the major body systems.

Coverage may be continued as long as **you** remain insured under the Group Master Policy Agreement and **your dependent** remains incapacitated and dependent upon **you**. **You** must provide **us** with written proof of incapacity within 31 days after the **dependent's** attainment of the limiting age. Dependency proof will be verified by submitting a copy of **your** annual tax return that lists this **child** as a **dependent**. Annually, or at reasonable intervals during the first two years of the continued coverage, **we** may request that an **in-network provider** examine **your dependent**. Following that two-year period, such examinations may occur on an annual basis. **You** must notify **us** immediately of a cessation of incapacity or dependency.

- 3. A **dependent** ceases to be a **dependent** on the date they are:
  - Insured as a subscriber in or through any other health plan; or,
  - On active duty with the military service, including National Guard or reserves, other than for duty of less than 30 days.

# **Right to Continue Group Medical Coverage**

The **member** may have the right to continue coverage under the **plan** if they cease to meet eligibility requirements. A **member** may elect this option if:

- They are an *employee* whose eligibility for *group* coverage terminates (the option is not available if the *employee* was fired for misconduct on the job); or,
- They are the former spouse of an employee, and the marriage ends due to divorce or annulment while dependent coverage is in effect; or,
- They are a surviving dependent spouse or child of an employee who dies while dependent coverage is in effect.

Wisconsin continuation law applies to employer *groups* with fewer than 20 *employees*. The maximum continuation period is 18 months. The employer must provide the *member* with written notice of continuation rights within five days after the date the *member's* eligibility for coverage terminates. The *member* has 30 days from the date of the notice to elect the continuation option and pay the *premium* due to the *group*. The employer will tell the *member* when and how much payment is due and will send payment to *Quartz*. The *member* must complete a new *Enrollment Form* if they are a former spouse or a surviving *dependent* spouse or *child*.

Federal continuation law is governed by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA applies to **groups** with 20 or more **employees.** The maximum continuation period is 18 consecutive months from the date the **member** elects to continue coverage. This period of time is modified to:

- 29 months if the *member* (1) is disabled at the time *group* coverage terminates due to cessation of employment or reduction of hours, or (2) becomes disabled within the first 60 days thereafter, provided that the *member* has been determined to be disabled for Social Security purposes and the *member* provides *Quartz* with notice of such determination within 60 days of the determination and before the end of the 18-month continuation period;
- 36 months if a dependent loses coverage due to (1) divorce or death of the employee, or (2) the employee becomes eligible for Medicare, or (3) if a child of an enrolled employee no longer meets the definition of "dependent" under the policy;
- Special COBRA rights apply to subscribers who have been terminated or experience a reduction of hours and who qualify for a "trade

readjustment allowance" or "alternative trade adjustment assistance" under a federal law called the Trade Act of 1974. These **subscribers** are entitled to a second opportunity to elect COBRA coverage for themselves and certain family members (if they did not already elect COBRA coverage) but only within a limited period of 60 days or less and only during the six months immediately after their group health plan coverage ended.

If **you** qualify for assistance under the Trade Act of 1974, contact **your** employer promptly after qualifying for assistance or **you** will lose these special COBRA rights.

The continuation coverage period is measured from the exact date continuation coverage is elected or becomes effective to the same calendar date of the succeeding months. Coverage continues until:

- The date the *member* is covered under another similar group medical plan; or,
- The end of the last month for which *premium* was paid by the *member* when due; or,
- If the member is the former spouse of an employee, the date the employee is no longer covered by the group plan or replacement group policy.

A **child** born to a **member** or placed for adoption with a **member** is eligible for continuation coverage and may be enrolled in accordance with the provisions contained in the section entitled "Dependent Coverage."

# Disenrollment from the Plan

"Disenrollment" means that a member's coverage under the plan is revoked. Coverage is contingent upon the subscriber's continued eligibility and timely payment of premium. Quartz may disenroll a member only for the reasons listed below:

The member requests voluntary disenrollment;

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- 2. The **member** commits acts of physical or verbal abuse which pose a threat to **providers** or **Quartz** employees;
- The member allows a non-member to use the member's identification card to obtain services;
- 4. The **member** has performed an act, practice or omission that constitutes fraud in applying for coverage and at least 30 days advance written notice has been provided to each **member** who would be affected by the disenrollment;
- 5. The **member** demands access to an **in-network primary care provider** but is unable to establish or maintain a satisfactory
  physician-patient relationship with that **provider**. **Disenrollment** for
  this reason is permitted only if it can be demonstrated that **Quartz**:
  - Provided the *member* an opportunity to select another *in-network primary care provider*;
  - Made a reasonable effort to assist in establishing a satisfactory physician-patient relationship; and,
  - Properly communicated grievance procedures to the member.

**Quartz** will arrange to provide similar alternative medical coverage for a terminated **member** until the **member** finds their own coverage or until the next opportunity to change insurers, whichever occurs first.

# **Extension of Coverage Due to Total Disability**

If **Quartz** terminates coverage under the **policy**, and a **member** is **totally disabled** on the date of termination, **Quartz** will continue to provide benefits related to the disabling condition until the earliest of the following occurrences:

- Total disability terminates;
- 2. The end of the 12 consecutive months immediately following the termination of coverage;
- 3. The benefit period specified in the *policy* ends;
- 4. The maximum benefit is paid; or,

5. Similar coverage for the condition or conditions causing the **total disability** is provided under another group policy.

This extended coverage does not apply to dental or uncomplicated pregnancy expenses or to a condition other than the condition or conditions causing the *total disability*.

### ARTICLE VII: COMPLAINT AND GRIEVANCE PROCEDURE

# **Resolving Complaints**

If **you** have a **complaint** relating to any aspect of **Quartz**, **you** may contact a Customer Success Representative who will assist in resolving the matter informally. If the **complaint** cannot be resolved to **your** satisfaction, **you** may file a **grievance**.

#### **Definitions**

"Adverse benefit determination" includes any of the following:

- The determination that an admission, availability of care, continued stay or other health care service that is a covered benefit has been reviewed and, based upon the information provided, does not meet the health insurer's requirements for medical necessity, appropriateness, health care setting, level of care, or effectiveness of a covered benefit; or its determination that a treatment is experimental or investigational, and the requested service or payment for the service is therefore denied, reduced or terminated;
- Any rescission of coverage, as provided in 45 C. F. R. §
   147.136(b)(2)(ii)(A) as amended, whether or not the rescission has an adverse effect on any particular benefit at that time;
- The denial of a request for a referral for out-of-network services when the insured requests health care services from a provider that does not participate in the insurer's provider network because the clinical expertise of the provider may be medically necessary for treatment of the insured's medical condition and that expertise is not available in the insurer's provider network;
- The determination that Quartz's application of non-quantitative treatment limitations is compliant with federal mental health parity law; and,
- The determination that "surprise billing" protections do not apply to an item or service **you** have received, including:

#### ARTICLE VII: COMPLAINT AND GRIEVANCE PROCEDURE

- Patient cost-sharing and surprise billing for emergency services;
- Patient cost-sharing and surprise billing protections related to care provided by out-of-network providers at in-network facilities;
- Whether patients are in a condition to receive notice and provide *informed consent* to waive No Surprises Act (NSA) protections; and,
- Whether a claim for care received is coded correctly and accurately reflects the treatments received, and the associated NSA protections related to patient *cost-sharing* and surprise billing.

"Coverage denial determination" has the meaning as defined in s. 632.835(1)(ag), Wis. Stat., and includes, for individual insurance products, a policy reformation or change in premium charged based upon underwriting or claims information greater than 25% from the premium in effect during the period of contest-ability except to the extent the modification is due to the applicant's age or a rate increase applied by the insurer to all similar individual policy forms applied uniformly.

"Grievance" means any dissatisfaction with an insurer offering a health benefit plan or administration of a health benefit plan by the insurer that is expressed in writing to the insurer by, or on behalf of, an insured including any of the following:

- Provision of services:
- Determination to reform or rescind a policy;
- Determination of a diagnosis or level of service required for evidencebased treatment of autism spectrum disorders; and,
- Claims practices.

"Reconsideration Committee" means Quartz's grievance panel for the investigation of each written grievance.

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# **Filing Grievances**

 Submit the signed grievance and any supporting materials to the Reconsideration Committee at the following address, unless otherwise directed in a determination letter:

> Quartz Attn: Reconsideration Committee 2650 Novation Pkwy. Fitchburg, WI 53713

Or, **you** may email **your** grievance to AppealsSpecialists@QuartzBenefits.com or fax it to (608) 644-3500.

**Quartz** will acknowledge receipt of the **grievance** within five business days of receiving it.

- Quartz will notify you of the time and place of the Reconsideration Committee meeting at least seven calendar days in advance. You, or a person acting on your behalf, have the right to appear before the Reconsideration Committee in person or by telephone to present written or oral information concerning the grievance. You may also submit written questions to the persons responsible for making the determination that resulted in the denial or determination of benefits or a decision to disenroll you.
- 3. Quartz will notify you of the disposition of the grievance within 30 calendar days of receipt. If we are not able to resolve the grievance within 30 calendar days, the time period may be extended an additional 30 calendar days. If an extension is required, we will notify you in writing:
  - Of the reasons for extension; and,
  - When resolution may be expected.

#### ARTICLE VII: COMPLAINT AND GRIEVANCE PROCEDURE

- 4. The time periods set forth in paragraphs 1 through 3 do not apply in urgent situations. If a *grievance* involves an urgent situation, *Quartz* will treat it as an *expedited grievance* and will resolve it within 72 hours after receipt. An urgent situation is one which could result in serious or irreparable harm to *your* health if the time periods provided by the regular *grievance* procedure applied. *You* may request an *expedited grievance* by calling *us* at (800) 362-3310, Prompt #5, emailing *your* request to <a href="mailto:AppealsSpecialists@QuartzBenefits.com">AppealsSpecialists@QuartzBenefits.com</a>, or faxing it to (608) 644-3500.
- 5. You may review Quartz's claim file without charge. Any new or additional evidence or rational considered, relied upon or generated by Quartz in connection with the claim after the internal adverse benefit determination will be provided to you at least three calendar days in advance of the Reconsideration Committee Meeting.

# Filing Complaints with the Office of the Commissioner of Insurance

**You** may resolve a problem by taking the steps outlined above or by filing a **complaint** with the Wisconsin Office of the Commissioner of Insurance (OCI). OCI is a state agency that enforces Wisconsin's insurance laws.

**You** can file a complaint electronically with OCI at its website at http://oci.wi.gov/, or by writing to:

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

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

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# **External Review (Independent Review)**

**You** or **your** authorized representative may also begin an external review at the same time as the internal appeals process if it is an urgent situation or **you** are in an ongoing course of treatment. If **you** wish to pursue **external review, you** or **your** authorized representative must notify **us** in writing at the following address, unless otherwise directed in a determination letter:

Quartz Attn: Appeals Specialists 2650 Novation Pkwy. Fitchburg, WI 53713

We will send your information to an accredited independent review organization (IRO) on a rotating basis. Neither you nor Quartz will select the IRO.

- 1. You may appeal to an external review if:
  - The determination of the Reconsideration Committee is an adverse benefit determination;
  - The determination of the *Reconsideration Committee* is a preexisting condition exclusion denial determination or a *rescission* of a certificate; or,
  - The determination was made that the requested treatment was experimental or investigative.
- 2. You must request external review:
  - Within four months of the date that we denied the grievance; or,
  - Within four months of your receipt of our denial letter, whichever is later. It will be assumed that you received our denial letter within three days of the postmark date unless you can establish receipt on a different date.

#### 3. Period of External Review

**Quartz** will forward **your** request for **external review** to the selected **IRO** if, after preliminary review, it is determined to be eligible. The **IRO** will have five days to review this material and request additional information. Any additional information provided by **you** or **Quartz** shall also be provided to the other party to the review within one business day of receipt by the **IRO**. **We** will respond to any requests for additional information within five days or provide an explanation as to why more time is needed.

The **external review** process shall not exceed 45 days from the date the request for independent review is received by the insurer in compliance with 45 C. F. R. § 147.136(c)(2)(xii), as amended.

### 4. Bypassing Quartz's Internal Grievance Process

There are certain circumstances when **you** may be able to skip **Quartz's** internal **grievance** process and proceed directly to **external review**. Those circumstances are as follows:

- We agree to proceed directly to external review; or,
- We did not comply with the requirements of our internal appeals process, except for failures that do not cause prejudice or harm to you; or,
- Your situation requires expedited review.

# 5. Expedited External Review

If **your** situation requires **expedited review**:

- The IRO will review this material and request additional information. Any additional information provided by you or Quartz shall also be provided to the other party to the review within one business day;
- Once the IRO has all the necessary information, it will make a
  decision as expeditiously as the member's health condition
  requires. This will not exceed 72 after receipt of the request for
  expedited review;
- If the external review decision is not in writing, the IRO must provide written confirmation of its decision within 48 hours after

#### ARTICLE VII: COMPLAINT AND GRIEVANCE PROCEDURE

the date of the notice of the decision. For individuals in urgent care situations who are also in an ongoing course of treatment for that condition, this *external review* decision will be provided in 24 hours;

- Once the IRO makes a final coverage determination, the final coverage determination is binding upon Quartz and the member except to the extent other remedies are available under state or federal law; and,
- **Your** request for **expedited review** can be initiated by calling the toll-free number (888) 866-6205.

#### **External Review - Formulary Exceptions**

**Quartz** provides a process for **you** or **your provider** to request coverage of a non-formulary drug on an exception basis. If **you** or **your** prescribing **provider** submitted a non-formulary exception request and it was denied, **you** may request that **our** decision be reviewed by an **independent review organization** (**IRO**). The request for an external review of **our** decision must be submitted within four months of the date **you** received a denied formulary exception request. To make this request, please contact the Appeals Specialists using any of the methods listed below:

Quartz

Attn: Appeals Specialist 2650 Novation Pkwy. Fitchburg, WI 53713

Telephone: (800) 362-3310, extension 101901

Fax Number: (608) 644-3500

Email: AppealsSpecialists@QuartzBenefits.com

The timeline for this external review will vary based on the urgency of **your** situation.

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Contact Us: (800) 362-3310

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**You** or **your** prescribing **provider** could also request an appeal of our decision to deny **your** formulary exception request. This request must be submitted within 180 days of the date **you** received a denied formulary exception request.

#### **Standard Non-Formulary Exception**

If **your** initial request for a non-formulary drug was not urgent, the request for external review of the denial will follow the standard non-formulary exception request timeline. **We** will notify **you** or **your** authorized representative and the prescribing **provider** of the **IRO's** decision no later than 72 hours after **we** receive **your** request. If the **IRO** approves **your** request for coverage of the non-formulary drug, **we** will cover the drug until **your** prescription expires, including refills.

#### **Expedited Non-Formulary Exception**

If **your** initial request for a non-formulary drug was handled as an urgent or exigent request, the request for external review of the denial will follow the expedited non-formulary exception request timeline. Exigent circumstances exist when an enrollee is suffering from a health condition that may seriously jeopardize the enrollee's life, health, or ability to regain maximum function or when an enrollee is undergoing a current course of treatment using a non-formulary drug.

**We** will notify **you** or **your** authorized representative and the prescribing **provider** of the **IRO's** decision no later than 24 hours after **we** receive **your** request. If the **IRO** approves **your** request for coverage of the nonformulary drug, **we** will cover the drug for the duration of the exigency.

#### ARTICLE VIII: CONSENT TO RELEASE INFORMATION

If **Quartz** requests, **you** must authorize any person or institution that has examined or treated **you** to furnish to **Quartz** any and all information and records or copies of records relating to the examination or treatment provided to **you** if related to **claims** payment. **Quartz** agrees that such information and records will be considered confidential to the extent required by law. **Quartz** has the right to submit any and all records concerning health care services provided to **you** to appropriate medical review personnel. The cost of obtaining medical records is **your** responsibility.

**Quartz** also has the right to review any employment records, including but not limited to those maintained by **your** employer, to make certain that the employer and **you** are entitled to coverage.

#### **ARTICLE IX: GENERAL PROVISIONS**

#### **Advance Directives**

If **you** are over age 18 and of sound mind, **you** may execute a living will or durable power of attorney for health care. These documents tell others what **your** wishes are if **you** are physically or mentally unable to express **your** wishes in the future. If **you** have an advance directive, give a copy to **your primary care provider**. **You** do not need to send the forms to **Quartz**.

#### **Care Management**

Care management is a collaborative process that assesses member needs, establishes goals and care plans, helps to coordinate care, and connects members to resources with the aim of improving member health and well-living. Quartz offers care management to members of this plan at no additional cost. These services are provided by a staff of health care professionals, including registered nurses, certified social workers, and health coaches, or by other organizations contracted with Quartz. Examples of these services are clinical programs that address hypertension/blood pressure (Quartz InControl), diabetes, mental resiliency, and prenatal care coordination. If you feel that you would benefit from care management, you can fill out a request form at QuartzBenefits.com or call Customer Success. Someone from the Care Management Team will reach out to you.. As part of care management, Quartz reserves the right to direct treatment to the most appropriate and cost-effective option available.

In addition to the benefits described in this **policy**, if **your** condition would otherwise require continued care in a **hospital** or other health care facility, provision of alternative benefits for services rendered by an **in-network provider** in accordance with an alternative treatment plan may be available to **you**.

Provision of alternative benefits in one instance shall not result in an obligation to provide the same or similar benefits in any other instance. In addition, the provision of alternative benefits shall not be construed as a waiver of any of the terms, conditions, limitations or **exclusions** of this **policy**.

#### **Conformity with Statutes**

Any provision which, on the **policy effective date**, is in conflict with federal or Wisconsin law is amended to conform to the minimum requirements of those laws.

## **Continuity of Care**

**Quartz** will provide coverage to a **member** for the services of a **provider**, regardless of whether the **provider** is an **in-network provider** at the time the services are rendered, if **Quartz** represented the **provider** as an **in-network provider** in marketing materials made available to the **member** for the current **contract year** and if the following conditions apply:

- If a primary care provider leaves Quartz's provider network, you
  may continue seeing that physician through the end of the plan's
  contract year, regardless of whether the terminated provider is your
  chosen primary care provider;
- If you are seeing a specialist who leaves Quartz's provider network, you may continue seeing the specialist:
  - If you are pregnant and in your second or third trimester, through the postpartum period; or,
  - For 90 days past the **physician's** termination date with **Quartz** or through the end of the course of treatment, whichever is shorter.

**Quartz** will also provide coverage under this provision to a **member** who is a continuing care patient, for a period of 90 days from the date of notice from **Quartz** or the date on which the **member** is no longer a continuing care patient with respect to the **provider**.

A continuing care patient means a **member** who:

- Is undergoing a course of treatment for a serious and complex condition;
- Is undergoing a course of institutional or inpatient care;
- Is scheduled to undergo nonelective surgery from the provider, including receipt of postoperative care;
- Is pregnant and is undergoing a course of treatment for pregnancy; or,
- Is or was determined to be terminally ill, with a life expectance of six months or less.

These continuity of care provisions do not apply if the **physician** is terminated from **Quartz's provider network** for misconduct.

#### Filing Claims from Out-of-Network Providers

If **you** pay for services from an **out-of-network provider**, please submit the itemized bill to **Quartz** within 90 days from the date the services were provided. Circumstances beyond **your** control might make this time limit unreasonable. If so, **you** must file the **claim** as soon as possible, and pursuant to s. 631.81, Wis. Stat., **we** will still process **your claim** if **you** submit it within one year after the time required under this provision. A Member Claim Form is available at **QuartzBenefits.com/WIMaterials**.

If **you** are submitting **claims** for which **you** have already paid, and **you** are seeking **Quartz's** reimbursement, **you** must provide proof of payment. The bill or receipt from **your** provider must match the service that **you** are seeking **Quartz's** reimbursement for. In order to be reimbursed, the service(s) or product(s) **you** received must not be used for employment reasons, will not be used for resale, and are intended for **your** own personal use. If **you** submit false receipts or fraudulently altered documents, **you** may be disenrolled by the **plan** and/or subject to civil or criminal penalties.

In-network providers will submit claims on your behalf.

#### **Legal Action**

You may not start legal action against Quartz until the earlier of:

- 60 days after you file notice of a claim and complete the grievance process; or,
- The date Quartz denies the claim and you complete the grievance process.

Despite the above provisions, **you** may opt to start legal action under ERISA Sec. 502(a) before completing the **complaint** or **grievance** process. If **you** do so, a court may dismiss **your** lawsuit because **you** failed to complete the **complaint** or **grievance** process.

**You** may not start legal action against **Quartz** more than three years from the time written proof of loss was required to be filed. **You** must file written proof of loss within 90 days of the date of service. This means that any legal action must be started within 39 months of the first date of service on which the action is based.

### **Physical Examination**

**Quartz**, at its own expense, has the right and opportunity to examine any **member** when and as often as may be reasonably necessary to determine their eligibility for claimed services or benefits under this **plan**, including, without limitation, issues relating to subrogation and **COB**. By executing an application for coverage under the **plan**, each **member** is deemed to have waived any legal right they may have to refuse consent to such examination when performed or conducted for the purposes set forth above.

## **Physician and Hospital Reports**

**Physicians** and **hospitals** must give **Quartz** reports to help **us** determine **plan benefits** due to **you**. **You** agree to cooperate with **Quartz** to either execute releases that authorize **physicians**, **hospitals** and other **providers** or, to

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release all records to *Quartz* that relate to services *you* receive. This is also a condition of *Quartz* paying benefits. All information must be furnished to the extent *Quartz* deems necessary in a particular situation and as allowed by pertinent statutes.

#### **Proof of Coverage**

It is **your** responsibility to show **your Quartz identification card** each time **you** receive **covered services** from a **provider**.

## **Right to Collect Needed Information**

You must cooperate with Quartz and, when asked, must assist Quartz by:

- Authorizing the release of medical information, including the names of all *physicians* and *providers* from whom *you* received medical attention;
- Providing information regarding the circumstances of your injury or illness; and,
- Providing information about other insurance coverage and benefits.

Your failure to assist us may result in the denial of claims.

## **Services Covered by Liability Insurance**

**Quartz** will not refuse to cover health care services that **you** receive for which there is coverage under the **plan** on the basis that there may be coverage for the services under a liability insurance policy.

## **Sharing Information**

**You** agree to permit **Quartz, physicians**, **providers** and reviewers to share information about **your** care to promote the orderly delivery of care. Sharing information also promotes **Quartz's** quality assurance and cost control programs. When sharing information with others, **Quartz** agrees to preserve **confidential matters** in accordance with state and federal law.

## **Subrogation and Reimbursement**

The term "Benefit Amount," as used in the Subrogation and Reimbursement section below, means the Fee-for-Service Equivalent Value of health care services received by a *member* minus all *out-of-pocket expenses* for which a *member* is responsible for paying, including all *deductibles*, *co-insurance*, *co-payments*, and other similar charges. "Benefit Amount" is the amount for which *Quartz* seeks subrogation and reimbursement.

**Quartz** retains both the right of subrogation against a third party and the right of reimbursement from **members** to the extent of benefits paid by **Quartz**, as defined hereinabove as "Benefit Amount" and as identified as Quartz Paid Provider in the *member's Explanation of Benefits (EOB)*. Quartz may enforce its subrogation rights, to the extent permitted by law, by asserting a claim to any injury-related coverage to which a **member** may be entitled, including but not limited to liability coverage, uninsured and underinsured motorist coverage and homeowner's coverage. In addition to its subrogation rights, Quartz may enforce its reimbursements rights, to the extent permitted by law, by asserting a claim of reimbursement from any and all recoveries obtained by a **member** arising out of an injury for which **Quartz** has provided benefits. This means that whenever **Quartz** provides services or other benefits to any **member**, **Quartz** shall, to the extent a **member** has been "made whole" under applicable state law, be entitled to be reimbursed from all of the **member's** rights of recovery and all actual recoveries obtained by or on behalf of a **member** from any other party, person or corporation ("third party"), including but not limited to any proceeds received by a **member** under policies of

liability coverage, uninsured or underinsured motorist coverage and homeowner's coverage. A *member's* obligation to reimburse *Quartz* exists, regardless of whether the settlement, compromise or judgment designates payment proceeds received from a *third party* as including or excluding medical expenses. *Quartz* is not required to help a *member* pursue a claim for damages or personal injuries, and no amount of associated costs, including attorneys' fees, shall be deducted from *Quartz's* recovery without *Quartz's* express written consent.

Any **member** who receives services or benefits from **Quartz**, and has any right of recovery against any **third party**, including a claim made pursuant to uninsured or underinsured motorist coverage, must, by or on behalf of **Quartz**, execute and sign all documents as may be required, deliver the same to **Quartz** or **Quartz's** designee and perform whatever other acts, including an assignment of rights, that are necessary to secure **Quartz's** rights. By participating in and accepting benefits from **Quartz**, **members** agree to assign to **Quartz** any benefits, claims or rights of recovery a **member** has under any automobile policy, including no-fault benefits, PIP benefits and/or medical payments coverage benefits, and all other coverages or against any **third party**, to the full extent of the benefits paid by **Quartz**, as defined hereinabove as "Benefit Amount" and as identified as Quartz Paid Provider in the **member's Explanation of Benefits (EOB)**.

Members must do nothing to prejudice Quartz's right of recovery. Members must promptly advise Quartz in writing whenever a claim against another party is made on behalf of the member and will further provide such additional information as is reasonably requested by Quartz or Quartz's designee. Quartz reserves the right to be provided notice of any claim against a third party. The member agrees to cooperate in protecting Quartz's interest and to provide necessary information to Quartz or Quartz's designee upon request.

#### **Time Limit on Certain Defenses**

If the *Health Questionnaire* or an *employer's Certification of Group Health Plan Coverage* is required for enrollment in this *plan*, *Quartz* may investigate information provided by the *member* in applying for coverage for two years after the original *effective date* of coverage. After this two-year period expires, no misstatements may be used to void coverage or to deny a *claim* that arises after the two-year period expires.

This time limit does <u>not</u> apply to fraudulent misstatements made in the application for coverage under this *plan*. This *plan* was issued on the basis that the statements, representations and warranties made at application are correct and complete. *Quartz* may *rescind* coverage if information is received that indicates a fraudulent or intentional misrepresentation was made by *you* or anyone acting on *your* behalf, if *you* or the person acting on *your* behalf knew that the representation was false <u>and</u> the misrepresentation (1) was material or was made with intent to deceive, or (2) contributed to a loss under the *plan*.

#### **Travel Distances**

**Quartz** has established criteria to ensure that **members** do not have to travel excessive distances to obtain health care services. Please contact **Quartz**Customer Success with questions regarding these criteria.

#### **Wellness Programs**

**Quartz** may provide a wellness program to **members** which may include health management and fitness. Terms and conditions may apply.

Participation in **Quartz's** wellness program(s) is voluntary. No **co-payment** or **co-insurance** is required to join **Quartz's** wellness program(s). From time to time, **Quartz** may offer incentives to encourage **you** to participate in a wellness program. The program components and incentives are not **covered** 

**services** and do not alter or affect **your covered services**. **You** and **your primary care provider** can discuss whether participation is right for **you**. If **you** think **you** may be unable to meet a standard for an incentive offered through a wellness program, **you** may qualify to earn the same incentive by different means. Contact **Quartz** Customer Success at (800) 362–3310 and **we** will work with **you** (and, if **you** wish, **your** doctor) to find an alternative with the same incentive that is right for **you** in light of **your** health status.

#### **Workers' Compensation**

# A. When the Member Sustains a Work-Related Injury or Illness unrelated to the Group Policyholder of this Health Plan

Benefits for treatment, services, and supplies are excluded under this **health plan** when:

- A member sustains a work-related injury or illness that does not involve the group policyholder of this health plan; and,
- 2 The *member* is eligible to receive Workers' Compensation for an *injury* or *illness* sustained in the course of an occupation or employment.

This exclusion applies to any *injury* or *illness* arising out of, or in the course of, any activity for pay, profit, or gain. This exclusion applies regardless of whether benefits under Workers' Compensation or Occupational Disease laws have been claimed, paid, waived or compromised.

B. The Member Sustains a Work-Related Injury or Illness Allegedly Related to the Group Policyholder of this Health Plan.

**Beneficiary** in this section means a person who may be eligible for compensation under a *group* policyholder's Workers' Compensation policy.

For purposes of this Workers' Compensation section, each employer that is part of an Association Health Plan is treated the same as a **group** policyholder.

## When the Member is a Beneficiary under the Group's Workers' Compensation Policy

When the **group** policyholder has Workers' Compensation coverage and the **member** is a beneficiary under the Workers' Compensation policy, benefits under this health plan are excluded for all treatment, services, or supplies for any **injury** or **illness** arising out of, or in the course of, any activity for pay, profit or gain. This exclusion applies regardless of whether benefits under Workers' Compensation or occupational disease laws have been claimed, paid, waived, or compromised.

## When the Member is <u>not</u> a Beneficiary of the Group's Workers' Compensation Policy

**Quartz** will <u>not</u> deny claims solely based on the existence of the **group** policyholder's Workers' Compensation policy when <u>all</u> the following statements are true:

- A member sustains a work-related injury or illness that allegedly involves the group policyholder of this health plan; and,
- The group policyholder has Workers' Compensation coverage; and,
- The member is not a beneficiary under the Workers' Compensation policy.

## When the Group Policyholder is under no obligation to Carry Workers' Compensation Coverage

**Quartz** will <u>not</u> deny claims on the basis that the **group** failed to maintain Workers' Compensation coverage if all the following statements are true:

- The group has no Workers' Compensation coverage; and,
- The group was not required to have Workers' Compensation coverage under applicable state law at the time the injury or illness arose.

## 4. Group Policyholder Fails to Carry Required Workers' Compensation Coverage

When the *group* policyholder fails to maintain Workers'
Compensation coverage required by law, *Quartz* will <u>not</u> deny *member* claims solely on the basis that the *group* failed to maintain
Workers' Compensation coverage. *Quartz* retains all rights to
recover as described under the Recovery Rights provision of the
Coordination of Benefits section.

The **Group Master Policy Agreement** is <u>not</u> issued in place of Workers'
Compensation coverage and does <u>not</u> affect any requirement for an
employer to carry Workers' Compensation coverage.

If this **policy** covers **injury** or **illness** sustained in the course of any occupation or employment, and **we** determine that **you** also received Workers'
Compensation for the same incident, **we** will exercise the right to recover.

The recovery rights will be applied even though:

- The Workers' Compensation benefits are in dispute or are made by means of settlement or compromise;
- No final determination is made that the *injury* or *illness* was sustained in the course of or resulted from *your* employment;
- The amount of Workers' Compensation due to medical or health care is not agreed upon or defined by **you** or the Workers' Compensation carrier;
- The medical or health care benefits are specifically excluded from the Workers' Compensation settlement or compromise.

In the event the Workers' Compensation carrier denied a claim, **we** will cover the resulting charges only if **you** have followed the guidelines outlined in this **Certificate of Coverage**. See Article II: Obtaining Services for guidelines **you** must follow.

**You** agree that, in consideration for the coverage provided by the **Group Master Policy Agreement**, **you** will notify **us** of any Workers' Compensation claim made and agree to reimburse **us** as described above. This provision

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shall also apply to coverage that **you** may receive under any Occupational Disease Act or law.

-END-



#### **Non-Discrimination & Language Access**

Quartz is the brand name for a group of companies committed to your health: Quartz Health Benefit Plans Corporation, Quartz Health Insurance Corporation, Quartz Health Plan Corporation, and Quartz Health Plan MN Corporation. These companies are separate legal entities. In this notice, "we" refers to all Quartz companies.

For assistance understanding these materials in a language other than English, call (800) 362-3310, and a Customer Success representative will assist you. TTY users should call 711 or (800) 877-8973.

We comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex, including sexual orientation and gender identity.

We provide free aids and services to people with disabilities to communicate effectively with us, such as –

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)

We provide free language services to people whose primary language is not English, such as –

- · Qualified interpreter
- Information written in other languages

If you need these services, contact Customer Success at (800) 362-3310.

If you believe we failed to provide these services or discriminated in another way on the basis of race, color,

national origin, age, disability, or sex, including sexual orientation and gender identity, you can file a grievance with –

Kristie Breunig, Compliance Officer 2650 Novation Parkway Madison, WI 53713 Phone: (800) 362-3310

TTY: 711 or toll-free (800) 877-8973

Fax: (608) 644-3500

Email: AppealsSpecialists@QuartzBenefits.com

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, Kristie Breunig, Compliance Officer, is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at ocrportal.hhs.gov/ocr/portal/lobby.jsf or by mail or phone at:

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

Complaint forms are available at hhs.gov/ocr/office/file/index.html

Quartz is a Qualified Health Plan issuer in the Health Insurance Marketplace in certain states. To learn more, visit the Health Insurance Marketplace at HealthCare.gov.

# For help to translate or understand this, please call (800) 362-3310, TTY: 711 / (800) 877-8973.

Spanish – Este Aviso contiene información importante. Este aviso contiene información importante acerca de su solicitud o cobertura a través de Quartz. Preste atención a las fechas clave que contiene este aviso. Es posible que deba tomar alguna medida antes de determinadas fechas para mantener su cobertura médica o ayuda con los costos. Usted tiene derecho a recibir esta información y ayuda en su idioma sin costo alguno. Llame al (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

**Hmong** – Tsab ntawv tshaj xo no muaj cov ntshiab lus tseem ceeb. Tsab ntawv tshaj xo no muaj cov ntsiab lus tseem ceeb txog koj daim ntawv thov kev pab los yog koj qhov kev pab cuam los ntawm Quartz. Saib cov caij nyoog los yog tej hnub tseem ceeb uas sau rau hauv daim ntawv no kom zoo. Tej zaum koj kuj yuav tau ua qee yam uas peb kom koj ua tsis pub dhau cov caij nyoog uas teev tseg rau hauv daim ntawv no mas koj thiaj yuav tau txais kev pab cuam kho mob los yog kev pab them tej nqi kho mob ntawd. Koj muaj cai kom lawv muab cov ntshiab lus no uas tau muab sau ua koj hom lus pub dawb rau koj. Hu rau (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

Vietnamese – Thông báo này cung cấp thông tin quan trọng. Thông báo này có thông tin quan trọng bàn về đơn nộp hoặc hợp đồng bảo hiểm qua chương trình Quartz. Xin xem ngày then chốt trong thông báo này. Quý vị có thể phải thực hiện theo thông báo đúng trong thời hạn để duy trì bảo hiểm sức khỏe hoặc được trợ trúp thêm về chi phí. Quý vị có quyền được biết thông tin này và được trợ giúp bằng ngôn ngữ của mình miễn phí. Xin gọi số (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

Chinese – 本通知含有重要的訊息 本通知對於您透過 Quartz 所提 出的申請或保險有重要的訊息 請在本通知中查看重要的日期 您可能要在特定的截止日期之 前採取行動,以保留您的健康保險或有助於省錢 您有權利免費以您的母語得到幫助和訊息 請致電 (800) 362-3310:711/(800) 877-8973.

Russian – Настоящее уведомление содержит важную информацию. Это уведомление содержит важную информацию о вашем заявлении или страховом покрытии через Quartz. Посмотрите на ключевые даты в настоящем уведомлении. Вам, возможно, потребуется принять меры к определенным предельным срокам для сохранения страхового покрытия или помощи с расходами. Вы имеете право на бесплатное получение этой информации и помощь на вашем языке. Звоните по телефону (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

Laotian – ແຈ້ງການສະບັບນີ້ມີຂໍ້ມູນທີ່ສຳຄັນ.

ແຈ້ງການສະບັບນີ້ມີຂໍ້ມູນທີ່ສຳຄັນກ່ຽວກັບໃບສະຫມັກ ຫຼື ການຄຸ້ມຄອງຂອງທ່ານຜ່ານ Quartz. ຊອກຫາວັນທີ່ສຳຄັນ ໃນຫນັງສືແຈ້ງການສະບັບນີ້.ທ່ານອາດຈຳເປັນຕ້ອງປະຕິບັດຕາມເວລາ ທີ່ກຳນົດໄວ້ທີ່ແນ່ນອນເພື່ອຮັກສາໄວ້ການຄຸ້ມຄອງສຸຂະພາບຂອງທ່ານ ຫຼື ຊ່ວຍເຫຼືອດ້ານຄ່າໃຊ້ຈ່າຍ.ທ່ານມີສິດທີ່ຈະໄດ້ຮັບຂໍ້ມູນນີ້ ແລະ ຄວາມຊ່ວຍເຫຼືອໃນພາສາຂອງທ່ານໂດຍບໍ່ເສຍຄ່າ. ໂທຫາເບີ (800) 362 3310. TTY / TDD: 711 / (800) 877 8973.

**German** – Diese Benachrichtigung enthält wichtige Informationen. Diese Benachrichtigung enthält wichtige Informationen bezüglich Ihres Antrags auf Krankenversicherungsschutz durch Quartz. Suchen Sie nach wichtigen Terminen in dieser Benachrichtigung. Sie könnten bis zu bestimmten Stichtagen handeln müssen, um Ihren Krankenversicherungsschutz oder Hilfe mit den Kosten zu behalten. Sie haben das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Rufen Sie an unter (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

French – Cet avis a d'importantes informations. Cet avis a d'importantes informations sur votre demande ou la couverture par l'intermédiaire de Quartz. Rechercher les dates clés dans le présent avis. Vous devrez peut-être prendre des mesures par certains délais pour maintenir votre couverture de santé ou d'aide avec les coûts. Vous avez le droit d'obtenir cette information et de l'aide dans votre langue à aucun coût. Appelez (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

Korean – 본 통지서에는 중요한 정보가 들어 있습니다. 즉 이 통지서는 귀하의 신청에 관하여 그리고 Quartz을 통한 커버리지 에 관한 정보를 포함하고 있습니다.본 통지서에서 핵심이 되는 날짜들을 찾으십시오. 귀하는 귀하의 건강 커버리지를 계속유지하거나 비용을 절감하기 위해서 일정한 마감일까지 조치를 취해야 할 필요가 있을 수있습니다. 귀하는 이러한 정보와 도움을 귀하의 언어로 비용 부담없이 얻을 수 있는 권리가있습니다. (800) 362-3310로 전화하십시오. TTY / TDD: 711 / (800) 877-8973.

Tagalog — Ang Paunawa na ito ay naglalaman ng mahalagang impormasyon. Ang paunawa na ito ay naglalaman ng mahalagang impormasyon tungkol sa iyong aplikasyon o pagsakop sa pamamagitan ng Quartz. Tingnan ang mga mahalagang petsa dito sa paunawa. Maaring mangailangan ka na magsagawa ng hakbang sa ilang mga itinakdang panahon upang mapanatili ang iyong pagsakop sa kalusugan o tulong na walang gastos. May karapatan ka na makakuha ng ganitong impormasyon at tulong sa iyong wika ng walang gastos. Tumawag sa (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

Pennsylvanian Dutch – Die Bekanntmaching gebt wichdichi Auskunft. Die Bekanntmaching gebt wichdichi Auskunft baut dei Application oder Coverage mit Quartz. Geb Acht fer wichdiche Daadem in die Bekanntmachung. Es iss meeglich, ass du ebbes duh muscht, an beschtimmde Deadlines, so ass du dei Health Coverage bhalde kannscht, odder bezaahle helfe kannscht. Du hoscht es Recht fer die Information un Hilf in deinre eegne Schprooch griege, un die Hilf koschtet nix. Kannscht du (800) 362-3310 uffrufe. TTY / TDD: 711 / (800) 877-8973.

**Polish** – To ogłoszenie zawiera ważne informacje. To ogłoszenie zawiera ważne informacje odnośnie Państwa wniosku lub zakresu świadczeń poprzez Quartz. Prosimy zwrócic uwagę na kluczowe daty zawarte w tym ogłoszeniu aby nie przekroczyć terminów w przypadku utrzymania polisy ubezpieczeniowej lub pomocy związanej z kosztami. Macie Państwo prawo do bezpłatnej informacji we własnym języku. Zadzwońcie pod (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

Hindi – इस सूचना में महत्वपूर्ण जानकारी शामिल है। इस सूचना में Quartz से जुड़े आपके आवेदन या कवरेज के बारे में महत्वपूर्ण जानकारी शामिल है। इस सूचना में महत्वपूर्ण तारीखों को देखना न भूलें। स्वास्थ्य कवरेज जारी रखने या खर्चे में मदद के लिए आपको कुछ तय तारीखों तक कार्रवाई करनी ज़रूरी है। आपके पास अपनी भाषा में, बिना किसी शुल्क के इस जानकारी और सहायता को पाने का अधिकार है। (800) 362-3310.

TTY / TDD: 711 / (800) 877-8973 पर कॉल करें।

**Albanian** – Ky njoftim përmban informacion të rëndësishëm. Ky njoftim përmban informacion të rëndësishëm për aplikimin ose mbulimin tuaj nëpërmjet Quartz. Kontrolloni për data të rëndësishme në këtë njoftim. Mund t'ju duhet të ndërmerrni veprim brenda afatave të caktuara për të mbajtur mbulimin tuaj shëndetësor ose për ndihmën me koston. Keni të drejtë ta merrni këtë informacion dhe ndihmë falas në gjuhën tuaj. Telefononi numrin (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

**Somali** – FIIRO GAAR AH: Haddii aad ku hadashid af Soomaali, adeegyada caawimada luuqada, ayaa waxaa laguugu siinayaa bilaash, waa laguu heli karaa. 1-800-362-3310 (TTY: 1-800-877-8973) bilbilaa.

**Cushite** – Oroomiffa XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

Amharic – ጣስታወሻ: የሚናንሩት ቋንቋ ኣጣርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በነጻ ሊያግዝዎት ተዘጋጀተዋል፡ ወደ ሚከተለው ቁጥር ይደውሉ (800) 362-3310. (መስማት ለተሳናቸው: 711 / (800) 877-8973).

 Karen ທົ່ວລຸໂທ້ດວ່າ: - နှမ့်ကတိုး ကညီ ကျိုာ်ဆယ်, နှမာနှုံ ကျိုာ်ဆတ်မာစားလ၊ တလက်ဘူာ်လက်စု၊ နီတမ်းဘဉ်သုန္နာ်လီး. ကိုး (800) 362-3310.TTY / TDD: 711 / (800) 877-8973.

 Mon-Khmer, Cambodian ប្រយ័ត្ន៖ បើសិនជាអ្នកនិយាយ ភាសាខ្មែរ, សេវាជំនួយផ្នែកភាសា ដោយមិនគិតឈ្នួល គឺអាចមានសំរាប់បំរើរដ្ឋកា។ ចូរ ទូរស័ព្ទ

(800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

**Serbocroatian** – OBAVJEŠTENJE: Ako govorite srpskohrvatski, usluge jezičke pomoći dostupne su vam besplatno. Nazovite (800) 362-3310 TTY- Telefon za osobe sa oštećenim govorom ili sluhom: 711 / (800) 877-8973.

Thai – เรียน: ถา้ คุณพดู ภาษาไทยคุณสามารถใชบ์ ริการช่วยเหลือทางภาษาไดฟ์ รี โทร (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

Gujarati – સુયના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો (800) 362-3310.

TTY / TDD: 711 / (800) 877-8973.

Urdu -

خبردار: اگر آپ اردو بولتے ہیں، تو آپ کو زبان کی مدد کی خدمات مفت میں دستیاب ہیں ۔ کال ع

كريں . 877-8973 (800) 362-3310. TTY / TDD: 711 / (800)

**Italian** – ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

Greek – ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, στη διάθεσή σας βρίσκονται υπηρεσίες γλωσσικής υποστήριξης, οι οποίες παρέχονται δωρεάν. Καλέστε (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.