

CONVERSE COUNTY EMPLOYEES

Medical, Vision, & Dental Benefit Document

Effective April 1, 2011

Claims Supervisor:



**BlueCross BlueShield
of Wyoming**

An independent licensee of the Blue Cross and Blue Shield Association

THIS COVERAGE IS CONSIDERED A “GRANDFATHERED HEALTH PLAN”

The Plan Administrator believes this coverage is a “grandfathered health plan” under the Patient Protection and Affordable Care Act. As permitted by the Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Patient Protection Act that apply to other plans. However, grandfathered health plans must comply with certain other consumer protections in the Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Plan Administrator at Converse County Government, 107 5th Street, Douglas, WY (Ph. 307-358-2244). For ERISA plans, you may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or www.dol.gov/ebsa/healthreform. This website has a table summarizing which protections do and do not apply to grandfathered health plans. For nonfederal governmental plans, you may also contact the U.S. Department of Health and Human Services at www.healthreform.gov.

CONVERSE COUNTY EMPLOYEES
Effective April 1, 2011

THIS PLAN CONTAINS COMPREHENSIVE ADULT WELLNESS BENEFITS AS DEFINED BY THE WYOMING INSURANCE CODE. FOR A FURTHER DESCRIPTION OF THESE BENEFITS, PLEASE REFER TO THE "PREVENTIVE CARE" SUB-SECTION IN THE "BENEFITS" SECTION OF THIS DOCUMENT.

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APPROVAL

BENEFIT DOCUMENT

ACKNOWLEDGMENT OF RECEIPT AND APPROVAL

The Benefit Document for the Converse County Employees
is hereby approved.

Effective date is April 1, 2011.

By _____

Title _____

Signature _____

INTRODUCTION

This document describes the Medical, Vision, & Dental Plan (The Plan) maintained for the exclusive benefit of the Employees of Converse County. The Employer intends to maintain this Plan indefinitely, but reserves the right to terminate or change the Plan at any time and for any reason. Changes in the Plan may be made in any or all parts of the Plan including, but not limited to, services covered, Deductibles, Copayments, maximums, exclusions or limitations, definitions, eligibility, etc.

Benefits under the Plan will only be paid for expenses incurred while the coverage is in force. Benefits will not be provided for services incurred before coverage under the Plan began or after coverage under the Plan is terminated. An expense is considered to be incurred on the date the service or supply was provided.

Blue Cross Blue Shield of Wyoming provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims.

GENERAL INFORMATION

NAME OF PLAN: Converse County Medical, Vision, and Dental Benefit Plan

TYPE OF PLAN: The plan is a self funded health, vision, and dental benefit plan

PLAN NUMBER: 501

TAX ID NUMBER: 83-6000105

PLAN YEAR: April 1 – March 31

PLAN SPONSOR: Converse County

SOURCE OF FUNDING: Funding for benefits is derived from the contributions of the Employer and the covered Employees. The Plan is not insured.

PLAN ADMINISTRATOR: Converse County

AGENT FOR SERVICE OF LEGAL PROCESS: Converse County

NAMED FIDUCIARY: Converse County

CLAIMS SUPERVISOR: Blue Cross Blue Shield of Wyoming (BCBSWY)
4000 House Avenue
PO Box 2266
Cheyenne, WY 82003
307.634.1393

- Intensive Care and Ancillaries 80% of Allowable Charges
- Outpatient Emergency Room Including X-Ray & Laboratory 80% of Allowable Charges
- Inpatient Mental Health or Substance Use Disorder Care 80% of Allowable Charges.

Physician Benefit:

- Surgeon 80% of Allowable Charges
- Assistant Surgeon 80% of Allowable Charges
- Anesthesiologist 80% of Allowable Charges
- Consultation 80% of Allowable Charges
- Chemotherapy 80% of Allowable Charges
- Home & Office Calls 80% of Allowable Charges
- Laboratory & X-Ray 80% of Allowable Charges
- First Aid & Injectable Drugs 80% of Allowable Charges
- X-Ray and Radiation Therapy 80% of Allowable Charges
- Diagnostic Examinations 80% of Allowable Charges

Maternity Benefit:

- Hospital Care 80% of the semi-private rate (including nursery & ancillary services)
- Doctor 80% of Allowable Charges
- Routine Newborn Care 80% of Allowable Charges
- Lifesaving Newborn Care 80% of Allowable Charges

Other Covered Services:

- Ambulance Services 80% of Allowable Charges

- Spinal manipulations 80% of Allowable Charges.
Maximum of 15 visits per calendar year for spinal manipulation.
- Computerized Axial Tomography 80% of Allowable Charges
- Home Health Care 100% of Allowable Charges (deductible and coinsurance waived).
- Medical Supplies & Dressings 80% of Allowable Charges
- Organ Transplants 80% of Allowable Charges ~~to lifetime maximum of \$250,000.~~
- Outpatient Mental Health or Substance Use Disorder Care 80% of Allowable Charges.
- Private Duty Nursing 80% of Allowable Charges to \$ 10,000 per calendar year.
- RxCare Wyoming™ Prescription Drug Card
Tier 1: \$5 Copayment only
Tier 2: \$15 Copayment & 20% of Allowable Charges
Tier 3: \$30 Copayment & 50% of Allowable Charges
- Therapeutic Equipment 80% of Allowable Charges

DENTAL BENEFITS

- Deductible (per calendar year):
- Single \$50 per Participant
 - Orthodontic Deductible \$50 per Participant. (NOTE: In addition to the calendar year Deductible, there is also an initial lifetime Deductible of \$50 per Person.)
- Benefit Maximum \$1,700 per calendar year
- Preventative and Diagnostic 100% of Allowable Charges, not subject to the Deductible
 - a. Oral examination - (twice per calendar year).
 - b. Prophylaxis - Teeth cleaning and scaling (twice per calendar year).
 - c. Diagnostic X-rays:

- (1) Full mouth X-rays (not more than one set in 36 consecutive months).
- (2) Bite wing X-rays (not more than two sets per calendar year).
- (3) X-rays required in connection with diagnosis of a specific condition requiring treatment, except X-rays provided in connection with orthodontic diagnostic procedures and treatment.
- d. Emergency palliative treatment.
- e. * Fluoride treatments.
- f. * Space maintainers.

* Only for dependent children through their limiting age.

- Restorative Procedures	80% of Allowable Charges
- Prosthodontic Treatment	50% of Allowable Charges
- Orthodontic Treatment	50% of Allowable Charges. Lifetime maximum of \$1,500 per person. Available only to unmarried dependent children to the end of the year age 19 is attained, or to the end of the year age 23 is attained if a full-time student and treatment commenced prior to age 19.

Health and Dental benefit payments are based on Allowable Charges.

Like all Blue Cross and Blue Shield Licensees, BCBSWY participates in a program called "BlueCard®." Whenever Participants and/or beneficiaries access health care services outside the geographic area BCBSWY serves, the claim for those services may be processed through BlueCard® and presented to BCBSWY for payment in conformity with network access rules of the BlueCard® Policies then in effect ("Policies"). Under BlueCard®, when Participants and/or beneficiaries receive covered health care services within the geographic area served by an on-site Blue Cross and/or Blue Shield Licensee ("Host Blue"), BCBSWY will remain responsible to the employer for fulfilling BCBSWY's contract obligations. However, the Host Blue will only be responsible, in accordance with applicable BlueCard® Policies, if any, for providing such services as contracting with its participating providers and handling all interaction with its participating providers. The financial terms of BlueCard® are described generally below.

The calculation of Participant and/or Beneficiary liability on claims for covered health care services incurred outside the geographic area BCBSWY serves and processed through BlueCard® will be based on the lower of the provider's billed charges or the negotiated price that BCBSWY pays the Host Blue.

The calculation of the employer's liability on claims for covered health care services incurred outside the geographic area BCBSWY serves and processed through BlueCard® will be based on the negotiated price BCBSWY pays the Host Blue.

The methods employed by a Host Blue to determine a negotiated price will vary among Host Blues based on the terms of each Host Blue's provider contracts. The negotiated price paid to a Host Blue by BCBSWY on a claim for health care services processed through BlueCard® may represent:

1. The actual price paid on the claim by the Host Blue to the health care provider ("Actual Price"), or
2. An estimated price, determined by the Host Blue in accordance with BlueCard® Policies, based on the Actual Price increased or reduced to reflect aggregate payments expected to result from settlements, withholds, any other contingent payment arrangement and non-claims transactions with all of the Host Blue's health care providers or one or more particular providers ("Estimated Price"), or
3. An average price, determined by the Host Blue in accordance with BlueCard® Policies, based on a billed charges discount representing the Host Blue's average savings expected after settlements, withholds, any other contingent payment arrangements and non-claims transactions for all of its providers or for a specified group of providers ("Average Price"). An Average Price may result in greater variation to the Participant and/or Beneficiary and the employer from the Actual Price than would an Estimated Price.

Host Blues using either the Estimated price or Average Price will, in accordance with BlueCard® Policies, prospectively increase or reduce the Estimated Price or Average Price to correct for over- or underestimation of past prices. However, the amount paid by the Participant and/or Beneficiary and the employer is a final price and will not be affected by such prospective adjustment. In addition, the use of a liability calculation method of Estimated Price or Average Price may result in some portion of the amount paid by the employer being held in a variance account by the Host Blue, pending settlement with its participating providers. Because all amounts paid are final, the funds held in a variance account, if any, do not belong to the employer and are eventually exhausted by provider settlements and through prospective adjustment to the negotiated prices.

Statutes in a small number of states may require a Host Blue either (1) to use a basis for calculating Participant and/or beneficiary liability for covered health care services that does not reflect the entire savings realized, or expected to be realized, on a particular claim or (2) to add a surcharge. Should any state statutes mandate liability calculation methods that differ from the negotiated price methodology or require a surcharge, the Host Blue would then calculate Participant and/or beneficiary liability and the employer's liability for any covered health care services consistent with the applicable state statute in effect at the time the Participant and/or beneficiary received those services.

Under BlueCard®, recoveries from a Host Blue or from participating providers of a Host Blue can arise in several ways, including, but not limited to, anti-fraud and abuse audits, provider/hospital audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Host Blue will engage third parties to assist in discovery or collection of recovery amounts. The fees of such a third party are netted against the recovery. Recovery amounts, net of fees, if any, will be applied in accordance with applicable BlueCard® Policies, which generally require correction on a claim-by-claim or prospective basis.

THIS COVERAGE ALSO INCLUDES THE FOLLOWING:

Pre-existing Conditions Limitations. (See GENERAL LIMITATIONS AND EXCLUSIONS section for details.)

Pre-admission Determination: Required before hospitalizations, except for emergencies or maternities. (See section on HOW BENEFITS WILL BE PAID for details.) Call 1-800-251-1814 for Pre-admission Determination.

DEFINITIONS

This section defines many of the terms and words that are found later in this document. The terms and words defined here are capitalized wherever they are used elsewhere in the document. NOTE: Not every service and supply discussed in the DEFINITIONS section is a covered benefit of this Plan.

- A. *AGGREGATE DEDUCTIBLE*
A specified amount of Allowable Charges for Covered Services that Participants under Family, Adult and Dependent, and Two Adult coverages are responsible for within a specified period of time before all the Participants under that coverage are considered to have met their Deductibles.
- B. *ALLOWABLE CHARGES*
The maximum amount allowed for Covered Services under this Plan. Allowable Charges are determined by the Blue Cross Blue Shield of Wyoming payment system in effect at the time the services are provided.
- C. *ANNIVERSARY DATE*
The date each year on which the Group may renew its coverage for the next twelve (12) months.
- D. *APPLICANT OR EMPLOYEE*
The person who applies for coverage.
- E. *BILLING SERVICE DATE*
The date used in assigning effective dates and issuing billings.
- F. *BLUECARD® PROGRAM*
A nationwide program coordinated by the Blue Cross Blue Shield Association that enables Participants to reduce claims filing paperwork and to take advantage of available local provider networks, medical discounts, and cost saving measures when they receive care in states other than Wyoming.
- G. *CLAIMS SUPERVISOR*
Blue Cross Blue Shield of Wyoming
- H. *COINSURANCE*
An agreement in which a Participant pays a certain part of the cost of his or her care after the Deductible has been met. In the case of services obtained out of Blue Cross Blue Shield of Wyoming's service area, a local Blue Cross Blue Shield Plan's (Host Plan) provider contract may require a Coinsurance calculation that is not based on the discounted price the provider has agreed to accept from the Host Plan, but is, instead, based on the provider's full billed charges. This may result in a higher or, in some cases, lower Coinsurance payment for certain claims incurred when outside of Blue Cross Blue Shield of Wyoming's service area. Because of the many different arrangements between

the host Plans and their providers, it is not possible to give specific information for each out-of-area provider. (NOTE: Pharmacy expenses are subject to separate Copayment and Coinsurance requirements.)

I. COINSURANCE MAXIMUM

A specified dollar amount of Coinsurance paid by the Participant for covered services received in a calendar year. The Coinsurance Maximum does not include the Deductible amount, Copayments, non-covered amounts, or charges in excess of Blue Cross Blue Shield of Wyoming's Allowable Charges. When the Coinsurance Maximum is reached, the level of benefits is increased as specified in the Schedule of Benefits. (NOTE: Pharmacy expenses are subject to separate Copayment and Coinsurance requirements.)

J. COPAYMENT

A specified amount of Allowable Charges for Covered Services that the Participant must pay each time a specific occurrence takes place. (NOTE: Pharmacy expenses are subject to separate Copayment and Coinsurance requirements.)

K. COVERED SERVICE

A service or supply specified in this Plan for which benefits will be provided when rendered by a provider.

L. CREDITABLE COVERAGE

Creditable Coverage as defined in the Health Insurance Portability and Accountability Act of 1996 as amended, 42 U.S.C. Section 300 gg et seq.

M. DEDUCTIBLE

A specified amount of expense for Covered Services that the Participant must pay within a calendar year before benefits are provided.

N. DEPENDENT

An Employee's Dependents are the following:

1. Legal spouse who is currently a permanent resident in the home of the Employee.
2. The children, including newborn children, step children, adopted children, Dependents which the court has decreed support to the Employee and legal wards of the Employee or the Employee's spouse. The limiting age for covered children is the end of the month in which age 26 is attained.

Eligibility will be continued past the limiting age for unmarried children who are BOTH incapable of self-sustaining employment and chiefly dependent upon the Employee for their support and maintenance by reason of mental or physical disability. Continuous coverage will be established at the same level of benefits. Proof of incapacity and dependency must be furnished to Blue Cross Blue Shield of Wyoming within thirty-one (31) days of the end of the month in which the limiting age is attained. Incapacity and dependency upon the Employee must both continue in order for the coverage to continue. Proof of such incapacity and dependency may be

required from time to time. If the conditions of BOTH incapacity and dependency by reason of mental or physical disability are not continuously met, coverage will continue as required by Federal or State law as applicable.

O. DIAGNOSTIC SERVICE

A test or procedure rendered because of specific symptoms and which is directed toward the determination of a definite condition or disease. A Diagnostic Service must be ordered by a Physician or Professional Other Provider.

P. ENROLLMENT DATE

The Enrollment Date for timely entrants means the first day of coverage or, if there is a Waiting Period, the first day of the Waiting Period. The Enrollment Date for late entrants will be the effective date of coverage.

Q. EXPERIMENTAL/INVESTIGATIONAL

A drug, device, or medical treatment or procedure is experimental or investigational:

1. If the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished; or
2. If the drug, device, treatment, or procedure, or the patient informed consent document utilized with the drug, device, treatment, or procedure, was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal law requires such review and approval; or
3. If reliable evidence shows that the drug, device, or medical treatment or procedure is the subject of on-going phase I, II, or III clinical trials or under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with a standard means of treatment or diagnosis; or
4. If reliable evidence shows that the prevailing opinion among experts regarding the drug, device, or medical treatment or procedure is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with a standard means of treatment or diagnosis.

Reliable evidence shall mean only published reports and articles in the authoritative medical and scientific literature, the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, or medical treatment or procedure, or the written informed consent used by the treating facility or by another facility studying substantially the same drug, device, or medical treatment or procedure.

NOTE: Certain services related to cancer clinical trials will be covered in accordance with state law. Coverage shall be provided for individuals enrolled in a cancer clinical trial as follows:

1. Coverage will only be provided for Phase II, III and IV cancer clinical trial;

2. The cancer clinical trial must be approved by an agency of the National Institutes of Health or, the United States Food and Drug Administration or, the Department of Veterans Affairs, or the Department of Defense;
3. Coverage is only available if medical care is rendered by a licensed health care provider operating within the scope of the provider's license;
4. Coverage for medical treatment shall be limited to routine patient care costs as follows:
 - a. A medical service or treatment that is a benefit under the Plan that would be covered if the patient were receiving standard cancer treatment;
 - b. A drug provided to a patient during a cancer clinical trial, other than the drug that is the subject of the clinical trial, if the drug has been approved by the federal Food and Drug Administration for use in treating the patient's particular condition.
5. Coverage shall NOT be available for:
 - a. Any portion of the clinical trial or study that is customarily paid for by a government or a biotechnical, pharmaceutical or medical industry;
 - b. Any drug or device that is paid for by the manufacturer, distributor or provider of the drug or device;
 - c. Health care services customarily paid by the sponsor of the clinical trial or study;
 - d. Extraneous expenses related to the clinical trial or study including but not limited to travel, housing or other such expenses for the Participant or the Participant's family or companions;
 - e. Any item or service solely provided to satisfy a need for data collection or analysis or related to the clinical management of the patient;
 - f. Any costs for management of research relating to the trial or study.

Note: For a complete description of coverage and limitations for cancer clinical trials, please refer to Wyoming State Statutes, W.S. 26-20-301 et seq.

R. *FACILITY OTHER PROVIDER*

A medical facility other than a Hospital which is licensed, where required, to render Covered Services. Facility Other Providers include, but are not limited to:

1. Substance Use Disorder Treatment Center or Facility is a detoxification and/or rehabilitation facility licensed by Wyoming or another state to treat alcoholism, or a Facility Other Provider which is primarily engaged in providing detoxification and rehabilitation treatment for drug abuse.
2. Ambulatory Surgical Facility is a Facility Other Provider, with an organized staff of Physicians, which:
 - a. has permanent facilities and equipment for the primary purpose of performing surgical procedures on an outpatient basis,
 - b. provides treatment by or under the supervision of Physicians and nursing services whenever the patient is in the facility,
 - c. does not provide inpatient accommodations, and
 - d. is not, other than incidentally, a facility used as an office or clinic for the private practice of a Physician, or Professional Other Provider.

3. Freestanding Dialysis Facility is a Facility Other Provider other than a Hospital which is primarily engaged in providing dialysis treatment, maintenance or training to patients on an outpatient or home care basis.
4. Outpatient Psychiatric Facility is a Facility Other Provider which for compensation from its patients is primarily engaged in providing diagnostic and therapeutic services for the treatment of Mental Illness on an outpatient basis.
5. Psychiatric Hospital is a Facility Other Provider which for compensation from its patients, is primarily engaged in providing rehabilitation care services on an inpatient basis. Psychiatric rehabilitation care services consist of the combined use of medical, social, educational, and vocational services to enable patients disabled by disease or injury to achieve the highest possible level of functional ability. Services are provided by or under the supervision of an organized staff of Physicians. Continuous nursing services are provided under the supervision of a registered nurse.
6. Skilled Nursing Facility is a Facility Other Provider which is primarily engaged in providing skilled nursing and related services on an inpatient basis to patients requiring convalescent and rehabilitative care. Such care is rendered by or under the supervision of Physicians. A skilled nursing facility is not, other than incidentally, a place that provides:
 - a. minimal care, custodial care, ambulatory care, or part-time care services, or
 - b. care or treatment of Mental Illness, alcoholism, drug abuse or pulmonary tuberculosis.
7. Hospice is a Facility Other Provider that offers a coordinated program of home care for a terminally ill patient and the patient's family.
8. Other medical facilities not specifically listed above.

S. FAMILY COVERAGE

Coverage that includes the Employee and one or more eligible Dependents.

T. FORMULARY

A continually updated list of medications and related information, representing the clinical judgment of Physicians, pharmacists, and other experts in the diagnosis and/or treatment of disease and promotion of health, as determined by Blue Cross Blue Shield of Wyoming.

U. GROUP

The Plan sponsor who has signed an agreement with Blue Cross Blue Shield of Wyoming to provide administrative services to its eligible employees and Dependents.

V. GROUP CONVERSION

A program designed for the Participant who is no longer a covered member of a group health plan.

W. HOME HEALTH AGENCY

A private or public organization certified by the U.S. Department of Health and Human Services. It provides skilled nursing services and other therapeutic services to patients in their homes.

X. HOSPITAL

A provider that is a short-term, acute, general Hospital which:

1. Is a duly licensed institution.
2. For compensation from its patients, is primarily engaged in providing inpatient diagnostic and therapeutic services for the diagnosis, treatment, and care of injured and sick persons by or under the supervision of Physicians.
3. Has organized departments of medicine and Surgery.
4. Provides 24-hour nursing services by or under the supervision of registered graduate nurses, which are both physically present and on duty.
5. Is not other than incidentally a:
 - a. skilled nursing facility,
 - b. nursing home,
 - c. custodial care home,
 - d. health resort,
 - e. spa or sanitarium,
 - f. place for rest,
 - g. place for the aged,
 - h. place for the treatment of Mental Illness,
 - i. place for the treatment of alcoholism or drug abuse,
 - j. place for the provision of hospice care,
 - k. place for the provision or rehabilitative care,
 - l. place for the treatment of pulmonary tuberculosis.

Y. INPATIENT

A Participant who is treated as a registered bed patient in a Hospital or Facility Other Provider and for whom a room and board charge is made. In computing days, a stay up to and including midnight of the date of admission shall be considered one day, and an additional day will be counted at each midnight census after the first day that the Participant is still a patient.

Z. LATE ENROLLEE

An eligible Employee or Dependent who requests coverage more than forty-five (45) days after the initial date of eligibility and who is not eligible for a special enrollment period at the time of the request.

AA. MEDICAL CARE

Professional services rendered by a Physician or a Professional Other Provider for the treatment of an illness or injury.

BB. MEDICAL EMERGENCY

A sudden and unexpected condition which requires immediate Medical Care to prevent death or serious harm to health. Examples include heart attacks or suspected heart attacks, comas, loss of respiration, strokes, asthmatic attacks, dehydration, high fevers, and acute appendicitis.

CC. MEDICAL NECESSITY

Services or supplies provided by a Hospital, Physician or Other Provider that are:

1. Appropriate for the symptoms and diagnosis or treatment of the Participant's condition, illness, disease or injury; and
2. Provided for the diagnosis, or the direct care and treatment of the Participant's condition, illness, disease or injury; and
3. In accordance with standards of good medical practice; and
4. Not primarily for the convenience of the Participant, or the Participant's provider; and
5. The most appropriate supply or level of service that can safely be provided to the Participant. When applied to hospitalization, this further means that the Participant requires acute care as a bed patient due to the nature of the services rendered or the Participant's condition, and the Participant cannot receive safe or adequate care as an Outpatient.

DD. MENTAL ILLNESS

Those conditions listed in the International Classification of Diseases as psychoses, neuroses, personality disorders and other non-psychotic mental disorders.

EE. OPEN ENROLLMENT PERIOD

The period of time as set forth in the Schedule of Benefits.

FF. OUTPATIENT

A Participant who receives services or supplies while not an Inpatient.

GG. PARTICIPANTS

The Employee and the Employee's covered Dependents.

HH. PARTICIPATING

1. Participating Hospitals and Facility Other Providers have entered into an agreement with Blue Cross Blue Shield of Wyoming or another Blue Cross Blue Shield plan to accept the Allowable Charge as the full allowance for Covered Services. Payment for services provided by Participating Hospitals and Facility Other Providers will be made directly to them. Participants are not responsible for amounts charged for Covered Services that are over the Allowable Charge.
2. Participating Physicians and Professional Other Providers have entered into an agreement with Blue Cross Blue Shield of Wyoming or another Blue Cross Blue Shield plan to accept the Allowable Charge as the full allowance for Covered Services. Payment for Covered Services provided by Participating Physicians and Professional Other Providers will be made directly to them. Participants are not responsible for amounts charged for Covered Services that are over the Allowable Charge.

NOTE: A Hospital, Facility Other Provider, Physician, or Professional Other Provider who has not entered into an agreement with Blue Cross Blue Shield of Wyoming or another Blue Cross Blue Shield plan is called non-participating. A non-participating Physician or Professional Other Provider may bill Participants directly and payments will be made directly to the Participant. If Participants choose a non-participating Hospital or Facility Other Provider, they may be billed directly and payments may be made directly to the Participant. Participants will be responsible to non-participating providers of services for all charges, regardless of the Allowable Charges or the amount of payment made under this Plan.

II. PARTICIPATING PHARMACY

A pharmacy which has entered into an agreement with Blue Cross Blue Shield of Wyoming or its prescription drug card administrator to bill Blue Cross Blue Shield of Wyoming directly for covered services. Blue Cross Blue Shield of Wyoming's payment will be made directly to the participating pharmacy.

NOTE: A pharmacy which has not entered into an agreement with Blue Cross Blue Shield of Wyoming is called non-participating. A non-participating pharmacy will bill Participants directly and the Participants will be responsible for all charges.

JJ. PHARMACY

Pharmacy means any licensed establishment where prescription legend drugs are dispensed by a licensed pharmacist.

KK. PHARMACY OUT-OF-POCKET MAXIMUM

A specified dollar amount of expense incurred by a participant under RxCare Wyoming™ for Covered Services in a calendar year that exceeds benefits provided under this Plan. When the out-of-pocket maximum has been reached, the Participant is no longer responsible for Prescription Drug Copayments and Coinsurance, but must still pay the difference in cost between a brand name drug and the generic equivalent, if a generic is available.

LL. PHYSICIAN

A licensed doctor of medicine or osteopathy licensed to practice medicine under the laws of the state or jurisdiction where the services are provided.

MM. PLAN ADMINISTRATOR

The administrator of the plan as defined by Section 3(16) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

NN. PRE-EXISTING CONDITIONS

A condition, (whether physical or mental), regardless of the cause of the condition, for which medical advice, diagnosis, care or treatment was recommended or received within the three (3) month period immediately preceding the Enrollment Date. Pregnancy shall not be treated as a Pre-existing Condition and genetic information shall not be treated as

a Pre-existing Condition in the absence of a diagnosis of a condition related to such information.

OO. PRESCRIPTION DRUGS

Medications that have been approved or regulated by the Food and Drug Administration that can, under federal and state law, be dispensed only pursuant to a Prescription Drug order from a licensed, certified, or otherwise legally authorized prescriber.

PP. PROBATIONARY/WAITING PERIOD

A length of time (e.g. 30, 60, 90 days) established by the Group which the Employee must fulfill before the Employee is eligible for coverage. Waiting Periods will not be considered in determining if a significant break in coverage has occurred.

QQ. PROFESSIONAL OTHER PROVIDER

A person or practitioner who is licensed, where required, to render Covered Services. Professional Other Providers include, but are not limited to:

1. Chiropractor is a Board Qualified and licensed Doctor of Chiropractic who treats disease by manipulation of the joints of the body.
2. Clinical Psychologist is a licensed clinical psychologist. When there is no licensure law, the psychologist must be certified by the appropriate professional body.
3. Dentist includes, and only includes, a dentist duly licensed to practice by the state in which the services shall have been provided.
4. Optometrist is a person (O.D.) who measures the eye's refractive powers, performs medical eye examinations and fits glasses to correct ocular defects.
5. Physical Therapist is a licensed physical therapist. Where there is no licensure law, the physical therapist must be certified by the appropriate professional body.
6. Physician Assistant is an individual who is qualified by academic and clinical training to provide primary care patient services under the supervision and responsibility of a licensed Wyoming Physician and must be certified by the state to practice.
7. A Nurse Practitioner is a registered nurse who performs primary care patient services such as acts of medical diagnosis or prescription of medical therapeutic or corrective measures and is licensed and certified by the state.

RR. PROTECTED HEALTH INFORMATION (PHI)

Information, including summary and statistical information, collected from or on behalf of a Participant that:

1. Is created by or received from a health care provider, health care employer, or health care clearinghouse;
2. Relates to a Participant's past, present or future physical or mental health or condition;
3. Relates to the provision of health care to a Participant
4. Relates to the past, present, or future payment for health care to or on behalf of a Participant; or
5. Identifies a Participant or could reasonably be used to identify a Participant.

Educational records and employment records are not considered PHI under federal law.

SS. REHABILITATIVE ADMISSIONS

Admissions primarily for the purpose of receiving therapeutic or rehabilitative treatment (such as physical, occupational or oxygen therapy, etc.).

TT. SINGLE COVERAGE

Coverage provided for the Employee only.

UU. SURGERY

1. The performance of generally accepted operative and cutting procedures including specialized instrumentations, endoscopic examination and other invasive procedures,
2. The correction of fractures and dislocations,
3. Usual and related pre-operative and post-operative care,

VV. THERAPY SERVICE

Services or supplies used for the treatment of an illness or injury to promote the recovery of the Participant.

1. Radiation Therapy is the treatment for malignant diseases and other medical conditions by means of X-ray, radon, cobalt, betatron, telecobalt, and telecesium, as well as radioactive isotopes.
2. Chemotherapy is drug therapy administered as treatment for conditions of certain body systems.
3. Dialysis Treatments are the treatment of an acute or chronic kidney ailment which may include the supportive use of an artificial kidney machine.
4. Physical therapy involves the use of physical agents for the treatment of disability resulting from disease or injury. Physical therapy also includes services provided by occupational therapists when performed to alleviate suffering from muscle, nerve, joint and bone diseases and from injuries.
5. Respiratory Therapy is the treatment of respiratory illness and/or disease by the use of inhaled oxygen and/or medication.
6. Occupational Therapy is the treatment of a physically disabled person by means of constructive activities designed and adapted to promote the restoration of the person's ability to satisfactorily accomplish the ordinary tasks of daily living and those required by the person's particular occupational role.
7. Speech Therapy includes those services used for diagnosis and treatment of speech and language disorders which result in difficulty in communication.

FUNDING LEVELS AND CONTRIBUTIONS

The coverage of eligible Participants under this Plan is subject to the following provisions:

A. *HOW FUNDING LEVELS ARE ESTABLISHED AND CHANGED*

Funding levels for Single and Family coverages are established by the Employer. Funding levels are established to anticipate the required funding necessary for the operation of this Plan and may change from time to time at the sole discretion of the Employer.

B. *CONTRIBUTION REQUIREMENTS*

The Employer contributes to the required funding and reserves the right to change their contribution at any time. Employees may be required to contribute to the funding levels established under this Plan. The amount of contribution required by the Employees will be determined based on their classification under this Plan (Single or Family) and will be deducted directly from the Employees' paychecks. The Employer's contribution will end when the Employee is no longer eligible as stipulated in the section on ELIGIBILITY REGULATIONS, or when the Employer elects to terminate coverage under this Plan.

ELIGIBILITY REGULATIONS

Employees and their Dependents are eligible for coverage under this Plan according to the following paragraphs and the Plan sponsor's final, conclusive, and binding authority to determine eligibility for benefits in accordance with this Plan.

A. ELIGIBILITY

1. All full-time Employees of the County are eligible for coverage. A full-time Employee is defined for the purposes of this Plan only as an Employee who is regularly scheduled for at least forty (40) work hours per week.
2. All half-time Employees of the County are eligible for coverage. A half-time Employee is an employee who is regularly scheduled for at least twenty (20) work hours per week. (Part-time and temporary Employees are not eligible for coverage.)
3. All covered Employees must have deductions made for Federal Income Taxes and Social Security by the employer.
4. Elected and re-elected officials of the Converse County government are eligible. Coverage will be effective the day the elected official takes office.
5. Employees of the following off-line boards of Converse County government entities are also eligible:
 - a. Converse County Library
 - b. Converse County Airport
 - c. Converse County Weed and Pest

The County may allow other entities to subscribe to the County's benefit plans. Entities wishing to subscribe to the County's plans must first receive authorization from the Board of County Commissioners.

NOTE: Any eligible Employee who enters the armed forces on full-time duty may elect continuation of coverage, *provided that* contributions continue to be paid timely and in full. Eligible Employees who enter the armed forces on full-time duty also have rights to continuation of coverage under the CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT. (See the section on HOW TO ADD, CHANGE, OR END COVERAGE.)

NOTE: The following are not eligible for coverage:

- a. Retired employees
- b. Directors who do not work 30 hours or more per week

- c. Independent contractors
- d. Volunteers or non-compensated employees

NOTE: Active Employees age 65 and over must choose from the following:

- a. Retaining coverage under this Plan as their primary coverage while the federal Medicare program serves as secondary coverage, or
- b. Benefits of the federal Medicare program.

If the federal Medicare program is chosen, the Employee will NOT be allowed to remain on this Plan.

B. *DEPENDENT ELIGIBILITY*

1. All Dependents of covered full-time and half-time Employees of both the County and its off-line boards are eligible.
2. Dependents of elected officials of the Converse County government are eligible.
3. Dependents of the covered Employee who enter the armed forces on full-time duty are eligible for continuation of coverage in this Plan, regardless of whether the eligible employee elects to retain coverage for him/herself. See CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT under the section on HOW TO ADD, CHANGE, OR END COVERAGE.
4. Covered spouses age 65 and over must choose from the following:
 - a. Retaining coverage under this Plan as their primary coverage while the federal Medicare program serves as secondary coverage, or
 - b. Benefits of the federal Medicare program, in which case their coverage under this Plan will terminate.

HOW TO ADD, CHANGE, OR END COVERAGE

A. *HOW TO ADD EMPLOYEES*

1. The eligible Employee will complete an application for coverage which will be forwarded to Blue Cross Blue Shield of Wyoming and which must be received by Blue Cross Blue Shield of Wyoming within forty-five (45) days of the date of hire.
2. Based on the completeness and acceptability of the application, the effective date of coverage will be the first of the month following the date of hire.
3. Any Employee whose application is not received by Blue Cross Blue Shield of Wyoming within forty-five (45) days as described above, or during a special enrollment period, will be considered a Late Enrollee. Late Enrollees are eligible to apply for coverage during the group's annual Open Enrollment Period (March 1-31). Provided the application is received by Blue Cross Blue Shield of Wyoming within fourteen (14) days of the end of the Open Enrollment Period, a Late Enrollee:
 - a. Will have coverage effective under this Plan on April 1, and
 - b. Will have no coverage for any Pre-existing Conditions for twelve (12) months following the effective date of coverage. (In determining whether this Pre-existing Condition exclusion period applies to the Late Enrollee, Blue Cross Blue Shield of Wyoming will credit the time the Late Enrollee was previously covered by Creditable Coverage, provided the coverage by the previous Creditable Coverage was continuous to a date not more than ninety (90) days prior to the effective date of the new coverage.) **NOTE: The Pre-existing Conditions exclusion does not apply to Participants under age 19.**
3. In addition to the methods of application described above, an Employee may also be eligible to apply for coverage during a special enrollment period. (See ADDING PARTICIPANTS DURING SPECIAL ENROLLMENT PERIODS below.)

B. *HOW TO ADD DEPENDENTS*

1. Eligible Dependents can be added at the time the Employee applies for coverage by including their names and dates of birth on the application and checking the appropriate box. If the Dependent is included on the Employee's application, the effective date of coverage will be the same as that of the Employee.
2. To add eligible Dependents who were not included on the original application, a new application is required. If the application for coverage is received by Blue Cross Blue

Shield of Wyoming within forty-five (45) days of the Dependent's initial date of eligibility, the effective date will be the first of the month following receipt of the application. Eligible Dependents who are considered to be Late Enrollees because their application was not received by Blue Cross Blue Shield of Wyoming within forty-five (45) days of their initial date of eligibility are eligible to apply for coverage during the group's annual Open Enrollment Period (March 1-31). Provided the application is received by Blue Cross Blue Shield of Wyoming within fourteen (14) days of the end of the Open Enrollment Period, a Late Enrollee:

- a. Will have coverage effective under this Plan on April 1, and
 - b. Will have no coverage for any Pre-existing Conditions for twelve (12) months following the effective date of coverage. (In determining whether this Pre-existing Condition exclusion period applies to the Late Enrollee, Blue Cross Blue Shield of Wyoming will credit the time the Late Enrollee was previously covered by Creditable Coverage, provided the coverage by the previous Creditable Coverage was continuous to a date not more than ninety (90) days prior to the effective date of the new coverage.) **NOTE: The Pre-existing Conditions exclusion does not apply to Participants under age 19.**
3. To add newly acquired eligible Dependents, the Employee should complete an application for coverage and forward it to Blue Cross Blue Shield of Wyoming immediately. The application must be received by Blue Cross Blue Shield of Wyoming within the prescribed period following the acquisition of the new Dependent as described below.
4. The effective date of coverage for newly acquired Dependents will be as follows:
- a. **The new spouse will be effective on the first of the month following the date of marriage, providing the application is received prior to the date of marriage or within thirty-one (31) days after the date of marriage.**
 - b. **Newborn children will be effective on the date of birth for a period of thirty-one (31) days. A completed application for the child will be required before claims will be processed. The Employee may continue coverage for the newborn child beyond the 31-day automatic coverage provided that the completed application for coverage of the newborn child is received by Blue Cross Blue Shield of Wyoming within sixty-one (61) days of the child's date of birth.**
 - c. **An adopted child or legal ward will be effective on the earlier of the date the petition for adoption is filed or the child's date of entry into the adoptive home (unless the child is in the custody of the State, in which case the effective date will be the date of entry of a final adoption decree by the court), for a period of thirty-one (31) days. A completed application for coverage for the child will be required before claims will be processed. The Employee may continue the coverage for the adopted child or legal ward beyond the 31-day automatic**

coverage provided that the completed application for the adopted child or legal ward is received by Blue Cross Blue Shield of Wyoming within sixty-one (61) days of the earlier of the date of filing of the petition for adoption, or date the child enters the adoptive home (unless the child is in the custody of the State, in which case the effective date of coverage will be the date of entry of a final adoption decree by the court). NOTE: (1) The adoption or legal guardianship papers must accompany the application; (2) If coverage is made effective upon the filing of a petition for adoption, coverage will continue unless the petition is denied.

NOTE: Eligible Dependents who do not apply either within the prescribed periods as described above or during a special enrollment period are considered to be Late Enrollees. Late Enrollees are eligible to apply for coverage during the group's annual Open Enrollment Period (March 1-31). Provided the application is received by Blue Cross Blue Shield of Wyoming within fourteen (14) days of the end of the Open Enrollment Period, a Late Enrollee:

- a. Will have coverage effective under this Plan on April 1, and
- b. Will have no coverage for any Pre-existing Conditions for twelve (12) months following the effective date of coverage. (In determining whether this Pre-existing Condition exclusion period applies to the Late Enrollee, Blue Cross Blue Shield of Wyoming will credit the time the Late Enrollee was previously covered by Creditable Coverage, provided the coverage by the previous Creditable Coverage was continuous to a date not more than ninety (90) days prior to the effective date of the new coverage.) NOTE: The Pre-existing Conditions exclusion does not apply to Participants under age 19.

C. *CHANGES*

1. The Employee or the employer shall notify Blue Cross Blue Shield of Wyoming within forty-five (45) days of all changes in the Employee's status, such as those resulting from marriage, divorce, birth, adoption, or change of residence and within ninety (90) days of death or entrance into, or return from, the armed services. These changes will be made only upon approval by Blue Cross Blue Shield of Wyoming. All changes must be in accordance with the ELIGIBILITY REGULATIONS section of this Plan.
2. The Employer shall notify Blue Cross Blue Shield of Wyoming of any changes in Employee eligibility status within ten (10) days of the date of change.

D. *WHEN COVERAGE UNDER THIS PLAN ENDS*

1. Provided the eligible Employee's contribution is paid by the Employee in the timeframe required by Converse County, the Employee's coverage ends at the end of the month in which the Employee ceases to be eligible to participate in the Plan.

NOTE: Accrued vacation time and sick leave will not extend coverage beyond the first Billing Service Date following the last day of employment.

NOTE: In the case of total disability (due either to injury or illness) which results in the inability of an Employee to work, coverage under this Plan will continue until the earliest of the following:

- a. Twelve (12) months after coverage would otherwise have ended,
 - b. The date the disability ceases,
 - c. The date the person becomes covered under another group plan which would cause COBRA coverage to be eliminated, or
 - d. The date this Plan ends.
2. If an Employee is granted a Leave of Absence, the Employee remains covered under the Plan to a maximum of twelve (12) months. If, after the initial Leave of Absence, the Employee will not be returning to work or is not maintained on the payroll, the Employee will be removed from coverage on the first service date following the end of the approved Leave of Absence.
 3. Upon the death of the Employee.
 4. When the Plan is terminated. No continuation of coverage will be offered by Blue Cross Blue Shield of Wyoming.
 5. By the Employee's request. Coverage ends on the next Billing Service Date following receipt of the written request.

~~5. When the Employee enters the armed forces on full-time duty. However, the Employee is eligible for continuation coverage as described below under CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT.~~

~~(NOTE: A current Employee who is called to active duty in the uniformed services of the United States and who is currently enrolled in Family Coverage shall continue to receive coverage for the Employee and all eligible family members currently enrolled in the Plan. The County's employer [department] shall pay the entire amount due for the Employee's Family Coverage for a period not to exceed eighteen [18] months. This benefit ends upon either the Employee's return to full-time employment with the County, termination of employment with the County, termination of the active duty status in the uniformed services, or at the end of eighteen [18] months, unless the Employee has made a written request to the Board of Commissioners of Converse County for an extension of coverage. The Board of Commissioners, if the request is approved, shall submit the approval in writing to the Converse County Clerk's Office for payroll input.)~~

6. When there is improper use of this Plan or the identification card, or when there is fraud or material misrepresentation associated with the application, or with the filing of a claim by the Participant. The Employee is liable for any benefits payments made through such improper actions.

7. Active Employees age 65 and over must choose from the following:

- a. Retaining coverage under this Plan as their primary coverage while the federal Medicare program serves as secondary coverage, or
- b. Choosing the federal Medicare program as their primary coverage, in which case coverage for both the Employee and all covered Dependents under this Plan will terminate.

~~8. When an Employee reaches the lifetime maximum benefit as listed on the Schedule of Benefits.~~

E. WHEN COVERAGE FOR DEPENDENTS ENDS

Coverage for a Dependent ends on the earliest of the following dates:

1. When the Employee's coverage ends. However, the eligible Dependent may apply for a continuation of coverage as described below under COBRA
2. Provided the eligible Employee's contribution is paid by the Employee in the timeframe required by Converse County, the Dependent's coverage ends at the end of the month in which the Dependent ceases to be eligible to participate in the Plan.
3. The end of the month in which a dependent child attains age 26.

Eligibility will be continued past the limiting age for unmarried children who are BOTH incapable of self-sustaining employment and chiefly dependent upon the Employee for their support and maintenance by reason of mental or physical disability. Continuous coverage will be established at the same level of benefits. Proof of incapacity and dependency must be furnished to Blue Cross Blue Shield of Wyoming within thirty-one (31) days of the end of the month in which the limiting age is attained. Incapacity and dependency upon the Employee must both continue in order for the coverage to continue. Proof of such incapacity and dependency may be required from time to time. If the conditions of BOTH incapacity and dependency by reason of mental or physical disability are not continuously met, coverage will continue as required by Federal or State law as applicable.

4. The first Billing Service Date following a final divorce decree or separation for a dependent spouse.

5. When the Employee notifies Blue Cross Blue Shield of Wyoming in writing to end coverage for a Dependent. Coverage ends on the next Billing Service Date following receipt of the written request
6. For newborn and adopted children, at the end of the 31-day automatic coverage period, unless a completed application for coverage of the child is forwarded to Blue Cross Blue Shield of Wyoming no later than thirty (30) days after the end of that automatic coverage period.
7. Covered spouses who turn age 65 have a choice of either:
 - a. Retaining coverage under this Plan as their primary coverage while the federal Medicare program serves as secondary coverage, or
 - b. Choosing the federal Medicare program as their primary coverage, in which case coverage under this Plan will terminate.
8. When an Employee is on a leave of absence, unless such leave of absence is granted pursuant to the Family and Medical Leave Act of 1993.
- ~~9. When a Dependent reaches the lifetime maximum benefit as listed on the Schedule of Benefits.~~

F. CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)

Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) Participants may qualify for continued coverage under this Plan for a specified period of time after coverage would normally terminate. Such continued benefits may last for up to 18, 24, 29 or 36 months, depending on the "Qualifying Event".

1. Participants who lose their coverage under this Plan may be eligible for a continuation of coverage as follows:
 - a. When the Employee's employment is terminated (except for termination due to gross misconduct), or suffers a reduction in work hours (resulting in loss of coverage), the Employee is still eligible for continuation of coverage under the Plan.
 - b. The Employee has the right to remain in the Plan at his or her own expense.
 - c. The employer must notify Blue Cross Blue Shield of Wyoming within 30 days after an Employee terminates or has a reduction in work hours resulting in the loss of eligibility for health coverage. Blue Cross Blue Shield of Wyoming will notify the Employees of their continuation of coverage rights within 14 days of receiving notification from the employer or Employee. The Employee then must sign and return the COBRA election form to Blue Cross Blue Shield of Wyoming within sixty (60) days of either the date of the letter containing the form or the

effective date of the COBRA continuation coverage, whichever is later. NOTE: Employees who do not apply for coverage within 60 days as described are not later eligible to apply during the annual Open Enrollment period.

- d. The period of continuation of coverage for the Employee under the original group plan is 18 months (24 months for a Employee who leaves the job and enters the Armed Forces on a full time basis, or up to a maximum of 29 months if a Employee is disabled at the time of termination), or to the time of either coverage under another group health plan or entitlement to Medicare, whichever occurs first. (NOTE: COBRA coverage may be continued even when replacement coverage is gained if the replacement plan contains any exclusion or limitation with respect to a Pre-existing Condition.)
 - e. Continuation of coverage can be canceled only upon 1) abolition of all health plans by the employer, 2) the Employee's failure to make timely payment of monthly contributions, 3) the Employee's coverage by another group plan that covers Pre-existing Conditions (certain exceptions may apply), 4) the Employee's entitlement to Medicare, and 5) the Employee's coverage under another group health plan via remarriage.
2. Dependents who lose their coverage under the Plan may be eligible for a continuation of coverage as follows:
- a. Individuals covered as Dependents are entitled to elect to remain in the Plan after coverage otherwise would end. The period of continuation of coverage is 36 months (18 months in the case of the Employee's termination or reduction in work hours resulting in loss of coverage), for (1) surviving spouses and children of deceased Employees, (2) separated, divorced or Medicare ineligible spouses and children of current Employees, and (3) children of current Employees who lose their dependent status under the terms of this Plan as specified above. NOTE: The period of continuation of coverage is 24 months if the Employee left the job and entered the Armed Forces on a full-time basis.
 - b. Dependents have the right to remain in the Plan at their own expense.
 - c. The Employee or covered Dependent must notify Blue Cross Blue Shield of Wyoming within 60 days of the date of the loss of eligibility of the covered Dependent. Blue Cross Blue Shield of Wyoming will then notify Dependents of their rights to continuation of coverage within 14 days of Blue Cross Blue Shield of Wyoming's notification by the Employee or Dependent. These Dependents will then have 60 days to elect continuation of coverage under the Plan. (NOTE: If the Employee or covered Dependent fails to report the Dependent's loss of eligibility within 60 days as described, the Dependent loses the right to continuation of coverage.)

- d. The period of continuation of coverage is 18, 24, 29 or 36 months as stated above, or to the time of either coverage under another group health plan or entitlement to Medicare, whichever occurs first. (NOTE: COBRA coverage may be continued even when replacement coverage is gained if the replacement plan contains any exclusion or limitation with respect to a Pre-existing Condition.)

G. *FAMILY AND MEDICAL LEAVE ACT*

The Family and Medical Act of 1993 (FMLA) generally applies only to groups of 50 or more Employees:

1. Under the FMLA, Employees may be eligible for continued coverage under this Plan while on unpaid leave for the reasons described below.
2. If the Employee has to attend to any of the following family needs, the Employee may be eligible for unpaid FMLA leave for up to a maximum period of 12 work weeks during any 12-month period:
 - a. The birth or adoption of a child,
 - b. The placement of a child in the Employee's custody for foster care,
 - c. The care of a spouse, child, or parent with a serious health condition, or
 - d. The Employee's own serious health condition which makes it impossible to perform the functions of the job.
 - e. A "qualifying exigency" caused by the call up of an Employee's immediate family member (spouse, child, or parent), including reservist or member of the National Guard, to active duty in the armed forces. (As of March, 2008, clarification of what constitutes a "qualifying exigency" has yet to be provided by the Department of Labor.)

This period will include any period of family or medical leave provided under any state or local law.

3. The Employee may be eligible for unpaid FMLA leave for up to a maximum period of 26 work weeks during any 12-month period when the employee is providing care to a family member who was wounded in the line of duty while on active duty in the armed forces. The leave is to care for veterans undergoing medical treatment, recuperation, or therapy, are in outpatient status, or are on the temporary disability retired list for a serious injury or illness. This FMLA leave is available to an Employee who is the spouse, son, daughter, parent, or next of kin of the wounded service member
4. Eligible Employees are those who:
 - a. Have been employed for at least 12 months by the employer, and
 - b. Have worked for at least 1,250 hours with the employer during the previous 12 months, and

- c. Have been employed at a worksite where 50 or more Employees are employed by the employer within 75 miles of that worksite, and
 - d. Are covered for benefits under this Plan.
5. Blue Cross Blue Shield of Wyoming must be notified within thirty (30) days of the beginning of any FMLA leave for a covered Employee. Blue Cross Blue Shield of Wyoming must also be notified of the conclusion of the leave period(s).
 6. As long as monthly contributions are paid, coverage for the benefits provided under this Plan will be continued for Participants while the Employee is on FMLA leave. Coverage for the Participants will be on the same basis as that provided for any other similarly situated members.
 7. The employer may grant an FMLA leave request and continue contributions for the Employee's coverage under appropriate personnel rules.
 8. If the Employee does not return to work after the FMLA leave, the employer may recover from the Employee that portion of the funding paid by the employer on the Employee's behalf in order to maintain the coverage, except if the Employee fails to return because of a serious health condition or circumstances beyond the Employee's control.

H. GROUP CONVERSION

If coverage for the Employee or the Employee's Dependent(s) should terminate under this Plan, a Group Conversion option may be available. Employees should check with the employer for details of current conversion options at the time of coverage termination.

I. ADDING PARTICIPANTS DURING SPECIAL ENROLLMENT PERIODS

Employees and Dependents can be added for coverage under this Plan during special enrollment periods as described in applicable federal and state law. Employees and Dependents eligible for special enrollment will not be considered Late Enrollees.

1. If at the time of initial eligibility, Employees or Dependents decline coverage under this Plan because of other group health insurance coverage, they may be eligible for a special enrollment, provided they request enrollment within 30 days after the other health insurance coverage ends. To qualify for this special enrollment, the Employees or Dependents must have lost their other coverage due to either:
 - a. The termination of employer contributions,
 - b. The Employee's or Dependent's loss of eligibility due to divorce, death, legal separation, termination of employment, or reduction in work hours, or
 - c. The exhaustion of group continuation coverage if the Employee or Dependent had been on group continuation coverage at the time of initial eligibility.

The Employee must complete an application for coverage which must be forwarded to Blue Cross Blue Shield of Wyoming within 30 days after the Employee's or Dependent's other coverage ends. The effective date under this Plan will be the 1st of the month following receipt by Blue Cross Blue Shield of Wyoming of a substantially complete application.

2. If Employees gain a new Dependent as a result of marriage, birth, adoption, or placement for adoption, they may be eligible for a special enrollment for themselves and their Dependents, provided they complete an application for coverage which is forwarded to Blue Cross Blue Shield of Wyoming within 30 days after the marriage, birth, adoption, or placement for adoption. The effective date of coverage will be:
 - a. In the case of marriage, the day following receipt by Blue Cross Blue Shield of Wyoming of a substantially complete application,
 - b. In the case of a Dependent's birth, the date of birth, and
 - c. In the case of a Dependent's adoption or placement for adoption, the date of such adoption or placement for adoption.
3. If the Employee or any Dependents dropped coverage under this Plan due to the Employee's entrance into the armed forces on full-time duty. The Employee and any Dependents being added to the coverage must complete an application for coverage which must be forwarded to Blue Cross Blue Shield of Wyoming within thirty (30) days after the date of termination of the Employee's full-time duty status. The effective date of coverage under this Plan for all such Applicants will be the date of application, assuming receipt by Blue Cross Blue Shield of Wyoming of a substantially complete application. Such coverage shall be without any exclusion of Pre-existing Conditions, except as otherwise set forth in this Plan, including the remainder of any waiting period that was unfulfilled at the time of the Employee's termination of coverage.
4. If the Employee's or Dependent's Medicaid or Children's Health Insurance Program (CHIP) coverage is terminated as a result of loss of eligibility, they may be eligible for coverage if the Employee completes an application which is forwarded to Blue Cross Blue Shield of Wyoming within sixty (60) days after the termination. The effective date of coverage will be the first of the month following receipt of the application for coverage.
5. If the Employee or Dependent becomes eligible for a premium assistance subsidy under Medicaid or the Children's Health Insurance Program (CHIP), they may be eligible for coverage if the Employee requests coverage within sixty (60) days after eligibility is determined. The effective date will be the first of the month following receipt of the application for coverage.

J. CERTIFICATE OF CREDITABLE COVERAGE

When coverage under this Plan is terminated, Blue Cross Blue Shield of Wyoming will, within a reasonable period of time, issue a Certificate of Creditable Coverage to the

affected Employee and/or Dependents. Upon notification by the Employee of the ineligibility of a Dependent, a Certificate of Creditable Coverage will be issued in a timely fashion thereafter. Certificates of Creditable Coverage may also be obtained from Blue Cross Blue Shield of Wyoming upon request within 24 months after coverage is terminated. Certificates of Creditable Coverage will only reflect continuous coverage provided through the Plan sponsor.

HOW BENEFITS WILL BE PAID

The Plan sponsor's decision shall be the final, conclusive, binding and exclusive authority as to all issues of interpretation and fact-finding regarding the payment and denial of all claims.

A Participant's coverage pays benefits for Allowable Charges (subject to Deductible, Copayment, and Coinsurance provisions) as indicated on the Schedule of Benefits page, for service and supplies as shown in the section on BENEFITS.

This Plan contains a maximum limit on benefits for Covered Services received during any calendar year as shown on the Participant's Schedule of Benefits. In calculating this maximum limit, all Covered Services for which a benefit has been provided or incurred under any section of this Plan during the calendar year shall be included.

A. *HOSPITALS AND FACILITY OTHER PROVIDERS*

Payment for inpatient services will be based on the Allowable Charges. If Participants have a private room in a Hospital, covered charges under this Plan will be limited to the Hospital's average semi-private room rate, whether or not a semi-private room is available.

1. Participating Hospitals and Facility Other Providers have entered into an agreement with Blue Cross Blue Shield of Wyoming or another Blue Cross Blue Shield plan to accept the Allowable Charge as the full allowance for Covered Services. Payment for services provided by Participating Hospitals and Facility Other Providers will be made directly to them. Employees are not responsible for amounts charged for Covered Services that are over the Allowable Charge.
2. Payment for Covered Services provided to Participants by non-participating Hospitals or Facility Other Providers may be made to the Employee. Employees are responsible to non-participating providers of services for all charges, regardless of the Allowable Charge or the amount of payment made under this Plan.

PRE-ADMISSION REVIEW

If a Physician recommends that a Participant be hospitalized (for any non-maternity or non-emergency condition), services MUST be submitted in advance to Blue Cross Blue Shield of Wyoming's pre-admission review program.

Benefits will be reduced by \$ 200.00 if pre-admission review is not obtained from Blue Cross Blue Shield of Wyoming and a Participant is hospitalized as an Inpatient. (The additional \$ 200.00 a Participant must pay CANNOT be applied toward satisfaction of the Deductible or Coinsurance Maximum.)

NOTE: Benefits will also be reduced by \$ 200.00 if Blue Cross Blue Shield determines that services can be performed on an outpatient basis, but the Participant elects to be hospitalized as an Inpatient.

PRE-CERTIFICATION

The Plan may require pre-certification of certain Covered Services as a requirement for payment. Pre-certification may include the required use of designated providers who have demonstrated high quality, cost efficient care. Services that require pre-certification are either identified through the pre-admission review process described above, or are listed under PRE-CERTIFICATION in the section on GENERAL LIMITATIONS AND EXCLUSIONS.

B. PHYSICIANS AND PROFESSIONAL OTHER PROVIDERS

Payment by Blue Cross Blue Shield of Wyoming for Covered Services will be based on the Allowable Charges.

1. Participating Physicians and Professional Other Providers have entered into an agreement with Blue Cross Blue Shield of Wyoming or another Blue Cross Blue Shield plan to accept the Allowable Charge as the full allowance for Covered Services. Payment for Covered Services provided by Participating Physicians and Professional Other Providers will be made directly to them. Employees are not responsible for amounts charged for Covered Services that are over the Allowable Charge.
2. Payment for Covered Services provided to Participants by non-participating Physicians or Professional Other Providers will be made to the Employee and Employees are responsible for all charges, regardless of the Allowable Charges or the amount of payment made under this Plan.

If a Physician recommends that a Participant be hospitalized (for any non-maternity or non-emergency condition), services MUST be submitted in advance to Blue Cross Blue Shield of Wyoming. See PRE-ADMISSION REVIEW under HOSPITAL AND FACILITY OTHER PROVIDERS above.

C. DEDUCTIBLE REQUIREMENTS

Under Single Coverage, the Deductible amount for each calendar year is shown on the Schedule of Benefits. (The Deductible does not apply to PREVENTIVE CARE and WELL CHILD CARE.)

Under Family Coverage, the Deductible amount for each calendar year is shown on the Schedule of Benefits page. This Deductible may be satisfied in any of the following ways:

1. When one family member meets one-half of the maximum Aggregate Deductible, that Participant will be eligible for benefits. The remaining family members will be eligible for benefits when they have collectively satisfied the remaining balance of the maximum Aggregate Deductible.
2. When two family members each meet one-half of the maximum Aggregate Deductible, the remaining Participants will then be eligible for benefits without regard to that Deductible.
3. When no one family member meets one-half of the maximum Aggregate Deductible, but all the Participants collectively meet the maximum aggregate Deductible, then all family members will be eligible for benefits.

NOTE: A Participant may not apply more than the individual Deductible expenses per Participant to satisfy the maximum Aggregate Deductible.

COMMON ACCIDENT DEDUCTIBLE

When two or more family members covered under a Family Coverage are injured in the same accident after the Participant's effective date of coverage, the following provisions apply:

1. If one family member meets the individual Deductible, then the other family members will become eligible for covered services related to the accident during the same member's calendar year. The other family members will not have to meet any additional Deductible requirements for charges related to the accident.
2. The common accident Deductible cannot be collectively met by all family members.

D. PAYMENT ALLOWANCES UNDER THIS COVERAGE

After the required Deductible is met, benefits will be provided for Covered Services as shown below unless otherwise specified:

1. 80% of the Allowable Charges until the Coinsurance Maximum shown on the Schedule of Benefits page is met, unless otherwise specified within this Plan.
2. One hundred percent (100%) of the Allowable Charges over the Coinsurance Maximum per calendar year as shown on the Schedule of Benefits.
3. The total amount payable for covered medical expenses incurred by each Participant during a calendar year, will not exceed the major medical maximum shown on the Schedule of Benefits page.

NOTE: No part of the Participant's Coinsurance liability can be applied toward future Deductible requirements.

E. EMERGENCY ROOM COPAYMENT

Participants will be charged a \$250 Copayment in addition to Deductible and Coinsurance if an emergency room is utilized for something other than a true Medical Emergency. This \$250 Copayment will not be applied to the Participant's annual Deductible or Coinsurance requirements and will be assessed even if these annual requirements have been satisfied.

F. CALCULATION OF OUT OF AREA PAYMENTS

When Participants obtain health care services through BlueCard® outside the geographic area that BCBSWY serves, the amount the Participant pays for covered services is calculated on the lower of:

1. The billed charges for the covered services, or
2. The negotiated price that the on-site Blue Cross and/or Blue Shield Plan ("Host Blue") passes on to BCBSWY.

Often, this "negotiated price" will consist of a simple discount which reflects the actual price paid by the Host Blue. Sometimes, it is an estimated price that factors into the actual price expected settlements, withholds, any other contingent payment arrangements and non-claims transactions with the health care provider or with a specified group of providers. The negotiated price may also be billed charges reduced to reflect an average expected savings with the health care provider or with a specified group of providers. The price that reflects average savings may result in greater variation (more or less) from the actual price paid than will the estimated price. The negotiated price will also be adjusted in the future to correct for over- or underestimation of past prices. However, the amount the Participant pays is considered a final price.

Statutes in a small number of states may require the Host Blue to use a basis for calculating the Participant's liability for covered services that does not reflect the entire savings realized, or expected to be realized, on a particular claim or to add a surcharge. Should any state statutes mandate member liability calculation methods that differ from the usual BlueCard® method noted above in paragraph one of this section or require a surcharge, BCBSWY would then calculate the Participant's liability for any covered health care services in accordance with the applicable state statute in effect at the time the Participant received the care.

BENEFITS

The following pages describe the various services and supplies that the Plan covers and to what extent these items are covered on an inpatient or outpatient basis by different types of providers.

Benefits are only provided for services and supplies related to and required for the treatment of a specific illness or injury. All benefits are subject to the GENERAL LIMITATIONS AND EXCLUSIONS section and the HOW BENEFITS WILL BE PAID section.

If a claim is submitted for a service not listed on the following pages as a benefit, Blue Cross Blue Shield of Wyoming will deny that claim as not a benefit of this Plan. Before doing so, Blue Cross Blue Shield of Wyoming will review the claim to determine whether the service or supply qualifies to be paid in whole, or in part, as a benefit, or is an exclusion. In making this decision, it may request the advice of medical or other professionals.

Any decision rendered by Blue Cross Blue Shield of Wyoming is subject to the right of appeal in accordance with the appeal procedures found in this Plan.

A. ACCIDENTS

DEFINITION - An “accident” is an unexpected traumatic incident which is identified by time and place of occurrence, identifiable by body member or part of the body affected, and caused by a specific event on a single day. Examples include a blow or fall, animal bites, allergic reactions to insect bites or medication, or poisoning. Accidents are *not* the result of either services received (e.g. a massage), physical training (e.g. a strain from an exercise routine), an activity of daily living not resulting from a blow or fall, or an intentionally self-inflicted injury (unless the injury is the result of a medical condition [either physical or mental] or domestic violence).

BENEFITS -

Inpatient: See ROOM EXPENSES AND ANCILLARY SERVICES.

Outpatient: Covered when services are provided by a Physician, Professional Other Provider, Hospital, or Facility Other Provider. (NOTE: Participants will be charged a \$250 Copayment in addition to Deductible and Coinsurance if an emergency room is utilized for something other than a true Medical Emergency. This \$250 Copayment will not be applied to the Participant’s annual Deductible or Coinsurance requirements and will be assessed even if these annual requirements have been satisfied.)

LIMITATIONS AND EXCLUSIONS -

See GENERAL LIMITATIONS AND EXCLUSIONS

B. AMBULANCE SERVICES

DEFINITION - An "ambulance" is a specially designed or equipped vehicle which is licensed for transferring the sick or injured. It must have customary patient care, safety, and life-saving equipment, and must employ trained personnel.

BENEFITS - The following professional ambulance services are covered when the Participant cannot be safely transported by any other means. Benefits will be determined based on the final diagnosis:

1. For inpatient care to the nearest Hospital with appropriate facilities or, under similar restrictions, from one Hospital to another.
2. For outpatient care to the nearest Hospital with appropriate facilities when such care is related to a Medical Emergency or an accident.
3. From the nearest Hospital to the Participant's home, nursing home, or skilled nursing facility in the same locale.

LIMITATIONS AND EXCLUSIONS -

1. **Air Ambulance:** In most cases, ground ambulance is the normally approved method of transportation. Air ambulance is a benefit only when terrain, distance, or the Participant's condition warrants air ambulance services.
2. **Other Transportation Services:** The Plan will not pay for other transportation services (such as private automobile or wheelchair ambulance charges) not specifically covered.
3. **Patient Safety Requirement:** If Participants could have been transported by automobile or public transportation without danger to their health or safety, an ambulance trip will not be covered. No benefits will be provided for such ambulance services even if other means of transportation were not available.

NOTE: No benefits will be provided for ambulance charges for the convenience of the family or Participant. (Example: Transportation of an infant to be closer to the family's home.)

See **GENERAL LIMITATIONS AND EXCLUSIONS**

C. ANESTHESIA SERVICES

DEFINITION - "Anesthesia" services are performed by a Physician or Certified Registered Nurse Anesthetist (C.R.N.A.) trained in this specialty. General anesthesia produces unconsciousness in varying degrees with muscular relaxation and reduced or absent pain sensation. Regional or local anesthesia produces similar muscular and pain effects in a limited area with no loss of consciousness.

BENEFITS -

Benefits will be paid for anesthesia services provided by a Physician or C.R.N.A. when necessary for covered surgery.

The Allowable Charges will be based on the type of surgery and the amount of time necessary for anesthesia services.

LIMITATIONS AND EXCLUSIONS -

1. Hypnosis: Not covered for anesthesia purposes.
2. Other: The "limitations and exclusions" that apply to SURGERY benefits also apply to anesthesia service.

See GENERAL LIMITATIONS AND EXCLUSIONS

D. BLOOD EXPENSES

DEFINITION - "Blood" expenses include the following:

1. Charges for processing, transportation, handling, and administration.
2. Cost of blood, blood plasma, and blood derivatives.

BENEFITS - Blood transfusions, including the cost of blood, blood products and blood processing except when donated or replaced.

LIMITATIONS AND EXCLUSIONS -

1. General: The "limitations and exclusions" that apply to SURGERY benefits also apply to blood expense.

See GENERAL LIMITATIONS AND EXCLUSIONS

E. CONSULTATIONS

DEFINITION - When requested by the Physician in charge, a "consultation" is the service of another Physician to provide advice in the diagnosis or treatment of a condition which requires the consultant's special skill or knowledge.

BENEFITS -

Inpatient and Outpatient: Benefits will be provided for Physician consultations.

Second Surgical Opinion: Benefits will be provided at 100% of the Allowable Charges without reference to the Deductible for the Physician's services, as well as for any charges for tests necessary to receive a second surgical opinion before undergoing any Surgery. If possible, Participants should provide any test results provided by their Physician when they obtain the second surgical opinion.

If the first and second opinions differ, benefits will also be provided at 100% of the Allowable Charges without reference to the Deductible for covered expenses incurred for a third opinion.

LIMITATIONS AND EXCLUSIONS -

1. Staff Consultations: Consultations that are required by rules and regulations of a Hospital or other facility are not covered.

See GENERAL LIMITATIONS AND EXCLUSIONS

F. DENTAL SERVICES

DEFINITION - "Dental services" are those which are performed for treatment of conditions related to the teeth or structures supporting the teeth.

BENEFITS -

Hospital:

Inpatient: If a Participant is hospitalized for one of the following reasons, benefits will be provided as shown under ROOM EXPENSES AND ANCILLARY SERVICES, provided by a Hospital:

1. Excision of exostoses of the jaw, hard palate, cheeks, lips, tongue, roof, and floor of the mouth (provided the procedure is not done in preparation for a prosthesis).
2. Surgical correction of accidental injuries of the jaws, cheeks, lips, tongue, roof, and floor of the mouth (provided the procedure is not done in preparation for a prosthesis).
3. Treatment of fractures of facial bones.
4. Incision and drainage of cellulitis not originating in the teeth or gums.
5. Incision of accessory sinuses, salivary glands or ducts.
6. Reduction of dislocations of the temporomandibular joints.
7. Accidental injury (see limitation #1).

Benefits will also be provided for the room allowance and ancillary services (see ROOM EXPENSES AND ANCILLARY SERVICE) in a Hospital if a Participant has a hazardous medical condition (such as heart condition) which makes it necessary for him or her to have an otherwise non-covered dental procedure performed in the Hospital. (See "limitations".)

Outpatient: Benefits will be provided for initial services provided by a Hospital or other facility for any one of the seven procedures listed above under "INPATIENT" benefits.

Physician:

Inpatient and Outpatient: Benefits will be provided for the seven procedures listed above under "INPATIENT" benefits when provided by a Physician, dentist, or oral surgeon. The benefit allowance for Surgery includes payment for pre-operative visits, local infiltration of anesthesia, and follow-up care.

LIMITATIONS AND EXCLUSIONS -

1. Accidental Injury Benefit: Benefits will not be provided for restoring the mouth, tooth, or jaw because of injuries from biting or chewing. Benefits will be provided for accident-related dental expenses only under the following conditions:
 - a. Services, supplies, and appliances must be required due to an accidental injury.
 - b. Treatment must be for injuries to sound natural teeth.

- c. Services must be necessary for restoring the teeth to the condition they were in immediately before the accident.
 - d. The first services must be performed within 90 days after the accident.
 - e. Related services must be performed within one year after the accident.
 - f. All services must be performed while the Participant's coverage is still in effect.
2. **Hazardous Medical Conditions:** If, due to a hazardous medical condition (e.g. a heart condition), a Participant must be hospitalized for a non-covered dental procedure, he or she may receive benefits for inpatient Hospital charges. However, benefits for the services provided by the dentist or oral surgeon will still be limited to those described under the Dental Expenses, if applicable.
 3. **Pre-certification:** Before benefits will be allowed for hazardous medical conditions, Blue Cross Blue Shield of Wyoming must give written authorization of such benefits in advance of the date the Participant is hospitalized. A Physician other than a dentist or oral surgeon must certify that hospitalization is necessary to safeguard the life or health of the patient. Psychiatric reasons for admissions will not be considered hazardous medical conditions. If a Physician, dentist, or oral surgeon needs to perform a dental procedure for non-dental reasons, benefits will be allowed only if written authorization is given by Blue Cross Blue Shield of Wyoming in advance of the date services are performed.
 4. **Restorative Services:** Restorations of the mouth, tooth, or jaw which are necessary due to an accidental injury are limited to those services, supplies, and appliances appropriate for dental needs. Non-covered items include: duplicate or "spare" dental appliances, personalized restorations, cosmetic replacement of serviceable restorations; and materials (such as precious metal) that are more expensive than necessary to restore damaged teeth.
 5. Benefits are not provided for mandibular staple implants, vestibuloplasty, or skin graft for atrophic mandible.
 6. No Physician services are provided for dentistry or services related to dental care. Benefits will be provided for general anesthesia if the hospitalization is covered.
 7. Benefits will not be provided for any Dental Services not specifically detailed above except as provided under the Dental Expenses, if applicable.

See GENERAL LIMITATIONS AND EXCLUSIONS

DENTAL EXPENSES (Dental Plan)

Deductible Requirements: Dental expense benefits are subject to Deductible and Coinsurance provisions. The calendar year Deductible is \$50.00 per Participant. This Deductible is in addition to the Deductible amount shown on the Schedule of Benefits for other services. (The Deductible does not apply to Preventive and Diagnostic services.)

BENEFITS -

PREVENTIVE AND DIAGNOSTIC: Benefits are payable at 100% of the Allowable Charges. (Not subject to the Dental Deductible.)

1. Oral examination (but not more than twice per calendar year).
2. Prophylaxis - Teeth cleaning and scaling (but not more than twice per calendar year).
3. Diagnostic X-rays:
 - a. Full mouth x-rays (but not more than one set in 36 consecutive months).
 - b. Bite wing x-rays (but not more than two sets per calendar year).
 - c. X-rays required in connection with diagnosis of a specific condition requiring treatment, except x-rays provided in connection with orthodontic procedures and treatment.
4. Emergency palliative treatment.
5. *Fluoride treatments.
6. *Space maintainers.

(*Only for covered dependent children through their limiting age. See DEPENDENT in DEFINITIONS section for additional information on limiting age.)

RESTORATIVE PROCEDURES: Benefits are payable at 80% of the Allowable Charges after the Deductible has been satisfied.

1. Extractions (except extractions for orthodontics).
2. Oral surgery (excluding procedures covered under the medical portion of this Plan).
3. Fillings, including silver amalgam, silicate, acrylic, plastic, composite (except gold).
4. General anesthetics.

5. Periodontal treatment, diseases of gums.
6. Endodontic treatment (Pulp infection and root canal therapy).
7. Injection of antibiotic drugs.

PROSTHODONTIC TREATMENT: Benefits are payable at 50% of the Allowable Charges after the Deductible has been satisfied.

1. Initial installation of fixed bridgework.
2. Initial installation of partial or full removable dentures.
3. Inlays, onlays, crowns.
4. Gold fillings. (See LIMITATIONS AND EXCLUSIONS below for more information.)
5. Repair or replacement or addition to bridgework, dentures, crowns, inlays including recementing where necessary because of:
 - a. One or more teeth extracted after existing denture or bridgework was installed.
 - b. Existing denture or bridgework was installed five (5) years prior to its replacement and cannot be made serviceable.

ORTHODONTIC TREATMENT: After the orthodontic Deductible requirement has been met (see the Schedule of Benefits), benefits are payable at 50% of the Allowable Charges to a lifetime maximum of \$1,500 per person and are available only for covered dependent children to the end of the year in which age 19 is attained. This lifetime maximum is in addition to the \$1,700 per person annual maximum for other dental expenses.

1. Orthodontic diagnostic procedures (including cephalometric X-rays).
2. Surgical therapy (surgical repositioning of the jaw, facial bones and/or teeth to correct malocclusion).
3. Appliance therapy (braces) including oral exams, surgery, extractions, and X-rays.

TREATMENT IN PROGRESS: Benefits are not provided for treatment received prior to the Participant's effective date of coverage. If a course of treatment is started prior to, and completed after, the effective date of dental coverage, a portion of the cost may be covered.

In the event a Participant transfers from the care of one dentist to that of another during the course of treatment, or if more than one dentist provides service for the same dental procedure, covered benefits will be determined and paid as if only one dentist had provided the service.

Maximum Benefits: Maximum benefits for Covered Services for each covered Participant are \$1,700.00 per calendar year. This does not include benefits for Orthodontic Treatment.

Benefit Payments:

1. Payment for Covered Services will normally be made directly to the Participating dentist providing the service or supply. An explanation of benefits will be forwarded to the Participant.
2. If the estimated charges exceed three hundred dollars (\$300.00), a pre-certification estimate of charges is required and should be handled as follows:
 - a. The dentist should complete the claims form outlining the services to be performed, including the charges to be made, and forward to BCBSWY at the address shown on the claim form.
 - b. After review by Blue Cross Blue Shield of Wyoming, the claim form will be returned to the dentist indicating the coverage available.
 - c. When the work is completed the dentist should indicate on the claim form:
 - 1) The specific service performed;
 - 2) Identify the tooth, or teeth, involved in the procedure;
 - 3) The date the specific service was completed;
 - 4) The actual charges for the service or supply.
 - d. The claim form should be forwarded to Blue Cross Blue Shield of Wyoming for processing.
3. Alternate Procedures: Often there are several ways to treat a particular dental problem. For example, either a crown or a filling can perform equally well in certain situations. The same holds true in decisions about the use of precious metals versus amalgam. Before the alternate procedures provision is used, dental consultants for Blue Cross Blue Shield of Wyoming will review the claim to verify that an alternate method of treatment would meet professional standards. If so, the payment is based on the less costly procedure if the result meets the accepted standards of dental practice. If a more costly procedure is performed, the Participant will be responsible for the excess amount over the benefits allowed for the less costly procedure.

LIMITATIONS AND EXCLUSIONS

1. Pre-certification: Before benefits will be allowed for hazardous medical conditions, Blue Cross Blue Shield of Wyoming must give written authorization of such benefits in

advance of the date the Participant is hospitalized. A Physician other than a dentist or oral surgeon must certify that hospitalization is necessary to safeguard the life or health of the patient. Psychiatric reasons for admissions will not be considered hazardous medical conditions. If a Physician, dentist, or oral surgeon needs to perform a dental procedure for non-dental reasons, benefits will be allowed only if written authorization is given by Blue Cross Blue Shield of Wyoming in advance of the date services are performed.

2. Restorative Services: Restorations of the mouth, tooth, or jaw which are necessary due to an accidental injury are limited to those services, supplies, and appliances appropriate for dental needs. Non-covered items include: duplicate or "spare" dental appliances, personalized restorations, cosmetic replacement of serviceable restorations; and materials (such as precious metal) that are more expensive than necessary to restore damaged teeth.
3. Benefits are not provided for mandibular staple implants, vestibuloplasty, or skin graft for atrophic mandible.
4. Orthodontia: In no event will the total orthodontia benefit be payable in one sum at the start of treatment. Payment will only be made upon receipt of a claim for services rendered.
5. Dentures and Bridgework: Benefits will not be provided for replacement of existing dentures or bridgework, except in the following cases:
 - a. When existing partial dentures, full removable dentures or fixed bridgework cannot be made serviceable and were installed five years before replacement, and/or
 - b. When replacement or installation of a denture or bridgework is due to necessary additional extractions or loss of teeth while individual is covered.
6. Gold or other precious metals used in restorative or prosthodontic procedures will be payable at the semi-precious allowance.
7. General Exclusions: Benefits will not be provided for the following:
 - a. Replacement of stolen or lost prosthetic devices
 - b. Missed appointments.
 - c. Educational programs, such as training in plaque control or oral hygiene, or for dietary instructions.
 - d. Sealants (materials, other than fluorides, painted on the grooves of the teeth in an attempt to prevent further decay).
 - e. Implantology (an insert set firmly or deeply into or onto the part of the bone that surrounds and supports the teeth)
 - f. Appliances, restorations, and procedures to alter vertical dimension, including orthodontia and related services unless otherwise stated herein.
 - g. Myofunctional therapy and services and supplies related to temporomandibular joint dysfunctions and myofascial pain disorder.
 - h. Extra sets of dentures or other prosthetic devices or appliances.

- i. Temporary or treatment dentures.

See GENERAL LIMITATIONS AND EXCLUSIONS

G. DIABETES SERVICES

DEFINITION - The term "diabetes services" applies to self-management training, education, and equipment and supplies for the management of diabetes.

BENEFITS -

Inpatient: Not covered under DIABETES SERVICES. (See ROOM EXPENSES AND ANCILLARY SERVICES).

Outpatient: Benefits will be provided for equipment, supplies and outpatient self-management training and education, including medical nutrition therapy for the treatment of insulin-dependent diabetes, insulin-using diabetes, gestational diabetes, and noninsulin using diabetes, if prescribed by a health care professional legally authorized to prescribe such items under law.

Covered diabetes outpatient self-management training and education shall be provided by a certified, registered, or licensed health care professional with expertise in diabetes. Required covered outpatient self-management training and education shall be limited to:

1. A one-time evaluation and training program when medically necessary, within one (1) year of diagnosis, and
2. Additional medically necessary self-management training shall be provided upon a significant change in symptoms, condition, or treatment. This additional training shall be limited to three (3) hours per year.

LIMITATIONS AND EXCLUSIONS -

See GENERAL LIMITATIONS AND EXCLUSIONS

H. EXTENDED CARE FACILITY

DEFINITION - An "Extended Care Institution" is an institution, or a distinct part thereof, which is licensed pursuant to state and local laws and is operated primarily for the purpose of providing skilled nursing care and treatment for individuals convalescing from injury or sickness and:

1. Is approved by and is a participating Extended Care Facility of Medicare, and
2. Has organized facilities for medical treatment and provides twenty-four (24) hour nursing service under the full-time supervision of a Physician or registered nurse, and
3. Maintains daily clinical records on each patient and has available the services of a Physician under an established agreement, and
4. Provides appropriate methods for dispensing and administering drugs and medicines, and
5. Has transfer arrangements with one or more Hospitals, a utilization review plan in effect and operational policies developed with the advice of, and reviewed by, a professional group including at least one Physician.

An extended care facility is not, other than incidentally, a place that provides:

1. Minimal care, custodial care, ambulatory care, or part-time care services, or
2. Care or treatment of mental illness, alcoholism, drug abuse, or pulmonary tuberculosis.

BENEFITS -

Inpatient: Benefits will be provided for daily charges of room and board and general nursing services in a licensed, extended care facility. The daily room benefit is equal to 50% of the Allowable Charges. This coverage is to become available if such confinement complies with the following:

1. The attending Physician certifies that twenty-four (24) hour skilled nursing care is essential for recuperation;
2. The confinement is preceded by at least three (3) consecutive days of hospital confinement for which benefits were payable, is for the same injury or sickness, and commences within fourteen (14) days after Hospital confinement;
3. The confinement is due to the injury or sickness requiring hospital confinement and commences within fourteen (14) days after a previous extended care facility confinement for which benefits were payable;
4. Sixty (60) days is the maximum number of days covered in an extended care facility.

Outpatient: Not covered.

See GENERAL LIMITATIONS AND EXCLUSIONS

I. *HEMODIALYSIS AND PERITONEAL DIALYSIS*

DEFINITION - "Hemodialysis" is the treatment of a kidney disorder by removal of blood impurities with dialysis equipment.

"Peritoneal dialysis" is a treatment where blood impurities are removed by using the lining of the peritoneal cavity as the filter.

BENEFITS - Hemodialysis and peritoneal dialysis are covered when a Physician treats a Participant as an Inpatient, in the outpatient department of a Hospital or Facility Other Provider, or in the Participant's home. The Plan will also pay for rental (but not to exceed the total cost of purchase) or, at its option, the purchase of equipment when prescribed by a Physician and required for therapeutic use.

See GENERAL LIMITATIONS AND EXCLUSIONS

J. HOME HEALTH CARE

DEFINITION - "Home health care" is Medical Care provided in the patient's home in lieu of inpatient hospitalization.

To obtain benefits, the Participant must meet all of the following conditions:

1. The Participant would have to be admitted to a Hospital or skilled nursing facility if he or she did not receive home health care.
2. The Participant's home health care must be ordered by a Physician.
3. Care must be provided by a licensed home health care agency.
4. The home health care program must be directly related to the condition for which hospitalization was required.
5. The program must begin within fourteen (14) days of discharge from the Hospital or skilled nursing facility.

BENEFITS -

Pre-certification is required before benefits are payable.

Inpatient: Not covered.

Outpatient: Benefits will be provided only for the following services:

1. Nursing Care: Part-time or periodic home nursing care. A registered nurse (R.N.), a licensed practical nurse (L.P.N.), a licensed public nurse, or a licensed vocational nurse under the supervision of a registered nurse may provide the service.
2. Home Health Aide Care: Part-time or periodic care by home health aides.
3. Rehabilitative Care: Physical, occupational, or speech therapy, if provided by the home health care agency.
4. Medical Supplies: Medicines and medical supplies ordered by a Physician and provided by the home health care agency.

Benefits will be provided at 100% of the Allowable Charges. (The Deductible and Coinsurance do not apply.) Benefits will NOT be payable for custodial care such as the provision of meals, housekeeping or other non-medical assistance or for services provided by a member of the patient's immediate family or a person ordinarily residing in the patient's home.

See GENERAL LIMITATIONS AND EXCLUSIONS

K. *HOSPICE BENEFITS*

DEFINITION - A "hospice" offers a coordinated program of home care for a terminally ill patient and the patient's family. The program provides supportive care to meet the special needs from the physical, psychological, spiritual, social, and economic stresses which are often experienced during the final stages of terminal illness and during dying and bereavement.

To obtain benefits, the Participant must meet all of the following conditions:

1. The Participant must experience an illness for which the attending Physician's prognosis for life expectancy is estimated to be six months or less.
2. Palliative care (pain control and symptom relief), rather than curative care, is considered most appropriate.
3. The attending Physician must refer the Participant to the program and must be in agreement with the plan for treatment of the Participant's condition.

BENEFITS -

Pre-certification is required before benefits are payable.

Benefits are provided for the following:

1. Periodic nursing care by registered or practical nurses.
2. Home health aides.
3. Homemaker services.
4. Physical, occupational and respiratory therapy.
5. For counseling services by hospice care team members, limited to \$500 collectively.
6. Bereavement counseling sessions for covered family members limited to \$100 collectively during a twelve (12) month period following death.
7. Hospice care services performed by hospice care team members for covered Participants while not an inpatient are limited to \$1,500.

Benefits will be provided at 100% of the Allowable Charges to a maximum of thirty (30) days. (The Deductible and Coinsurance do not apply.) These hospice benefits are in place of all other benefits provided under any other part of the Plan for the same services.

See GENERAL LIMITATIONS AND EXCLUSIONS

L. *LABORATORY, PATHOLOGY, X-RAY, RADIOLOGY, & MRI SERVICES*

DEFINITIONS - "Laboratory" and "pathology" services are testing procedures required for the diagnosis or treatment of a condition. Generally, these services involve the analysis of a specimen of tissue or other material which has been removed from the body. Diagnostic medical procedures which require the use of technical equipment for evaluation of body systems are also allowed as laboratory services. (Examples: electrocardiograms and electroencephalograms).

"X-ray", "radiology", and "MRI" services involve the use of radiology, nuclear medicine, and ultrasound equipment for the purpose of obtaining a visual image of internal body organs or structures, and the interpretation of these images.

BENEFITS – Benefits will be provided at 80% of the Allowable Charges after the Deductible for services provided by a Hospital or Facility Other Provider, or by a Physician, independent pathology laboratory, or independent radiology laboratory.

Pre-Admission Testing: Benefits will be provided for pre-admission testing ordered by the Participant's surgeon leading up to Surgery, if:

1. Proper diagnosis and treatment require the tests;
2. An operating room has been reserved before the tests are given; and
3. The Surgery actually takes place within seven (7) days after the tests are given.

Benefits for pre-admission testing will be provided at 100% of Allowable Charges after the Deductible has been satisfied. If a Participant receives these tests while hospitalized, benefits will only be provided at 80% of Allowable Charges after the Deductible. Pre-admission testing that is repeated in the Hospital will *not* be paid unless medically necessary.

LIMITATIONS AND EXCLUSIONS -

1. Unrelated services: Services which are not related to a specific illness or injury are not covered.
2. Routine Examinations: Services related to routine examinations (such as yearly physicals or screening examinations for school, camp, or other activities) are not covered except as described under PREVENTIVE CARE and WELL CHILD CARE.
3. Weight Loss Programs: The Plan will not pay for laboratory or X-ray services related to weight loss programs.
4. Venipuncture/Handling Fee: Charges for venipuncture, including any handling fee, will be covered only when the blood specimen is sent out to an independent laboratory.

See GENERAL LIMITATIONS AND EXCLUSIONS

M. MATERNITY AND NEWBORN CARE

DEFINITIONS - "Maternity" services are those required by either female Employees or spouses of male Employees for the diagnosis and care of a pregnancy and for delivery services.

Delivery services include the following:

1. Normal delivery.
2. Caesarean section.
3. Spontaneous termination of pregnancy prior to full term.
4. Therapeutic or elective termination of pregnancy prior to full term.
5. Ectopic pregnancies.

"Newborn" services include the following:

1. Routine nursery charges for a newborn well baby billed by a Hospital.
2. Routine care of a newborn well baby billed by a Physician.

NOTE: Under provisions of federal law, group health plans generally may not restrict benefits for any Hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a normal vaginal delivery, or less than 96 hours following a caesarean section, or require that a provider obtain authorization for prescribing a length of stay not in excess of the above periods.

BENEFITS -

Hospital:

Inpatient: Benefits include covered charges for services for room expenses and ancillary services for the eligible female Participant. See ROOM EXPENSES AND ANCILLARY SERVICES.

Outpatient: The following charges are covered:

1. Delivery in the outpatient department of a Hospital or other facility.
2. Pathology and X-ray services (see LABORATORY, PATHOLOGY, X-RAY AND RADIOLOGY SERVICES).

Physician: The following services are covered when obtained by an eligible female Participant and billed by a Physician:

1. Delivery services (pre- and post-natal medical care is included in the allowance for delivery services).
2. Laboratory and X-ray services (see LABORATORY, PATHOLOGY, X-RAY AND RADIOLOGY SERVICES).

Newborn Care:

1. Routine nursery charges billed by a Hospital.
2. Routine inpatient care of the newborn child and standby care of a pediatrician at a caesarean section.

NOTE: The Deductible amount will be waived for newborn care during the mother's eligible Hospital stay. If for some reason it is necessary for the newborn to be transferred to another Hospital or remain in the Hospital beyond the mother's eligible stay, the admission will be subject to Deductible requirements.

LIMITATIONS AND EXCLUSIONS -

1. Artificial conception: The Plan will not pay for artificial insemination, in vitro ("test tube") fertilization, or other artificial methods of conception.

2. Genetic and chromosomal testing or counseling: Genetic molecular testing is not covered except when there are signs and/or symptoms of an inherited disease in the affected individual, when there has been a physical examination, pre-test counseling, and other diagnostic studies, and when the determination of the diagnosis in the absence of such testing remains uncertain and would impact the care and management of the individual on whom the testing is performed.

As used herein, "genetic molecular testing" means the analysis of nucleic acids to diagnose a genetic disease, including, but not limited to, sequencing, methylation studies, and linkage analysis.

3. Dependent children are not eligible for maternity-related benefits.

See GENERAL LIMITATIONS AND EXCLUSIONS

N. *MEDICAL CARE FOR GENERAL CONDITIONS*

DEFINITIONS - "Inpatient Medical Care" expenses are those billed by a Physician for services provided while a Participant is confined as an Inpatient in a Hospital for a condition which does not require Surgery. For services provided by a Hospital, inpatient Medical Care includes both medical and surgical services.

"Outpatient Medical Care" expenses are those billed by a Physician, Other Professional Provider, Hospital, or Other Facility Provider for services rendered in the provider's office, the outpatient department of a Hospital or Other Facility Provider, or in the Participant's home, for a condition which does not require Surgery.

BENEFITS -

Hospital:

Inpatient: Benefits include charges for the room allowance and covered ancillary services (see ROOM EXPENSES AND ANCILLARY SERVICES).

If a Physician recommends that a Participant be hospitalized (for a non-maternity or non-emergency condition), services MUST be submitted in advance to Blue Cross Blue Shield of Wyoming's pre-admission review program. See PRE-ADMISSION REVIEW under HOW BENEFITS WILL BE PAID.

Outpatient: Benefits will be provided for Medical Care rendered at a Hospital or Other Facility Provider when medically necessary.

Physician:

Inpatient: Benefits will be provided for care by a Physician in a Hospital for:

1. A condition requiring only Medical Care, or
2. A condition that, during an admission for Surgery, requires Medical Care not normally related to surgical care. This is only payable after approval by Blue Cross Blue Shield of Wyoming's Medical Review Department.
3. Only one medical visit per day when charged by the same Physician will be covered.

Inpatient Medical Care benefits will be payable for one Physician per covered hospitalization. (See CONSULTATIONS if more than one Physician is involved.)

NOTE: If a Physician recommends that a Participant be hospitalized (for any non-maternity or non-emergency condition), services MUST be submitted in advance to Blue Cross Blue Shield of Wyoming's pre-admission review program. See PRE-ADMISSION REVIEW under HOW BENEFITS WILL BE PAID.

Outpatient: Benefits will be provided for Medical Care by a Physician when required for the treatment of a specific illness or injury.

LIMITATIONS AND EXCLUSIONS -

1. Private Room Expenses: If a Participant has a private room in a Hospital, covered charges under this Plan are limited to the Hospital's average semi-private room rate, whether or not a semi-private room is available.
2. Routine Examinations: Services related to routine examinations and immunizations (such as yearly physicals or screening examinations for school, camp or other activities) are not covered except as described under PREVENTIVE CARE and WELL CHILD CARE.
3. Eye Care: Except as described under VISION CARE, services will not be covered for the condition of hypermetropia (far-sightedness), myopia (near-sightedness), astigmatism, anisometropia, aniseikonia and presbyopia. Benefits will not be provided for refractions, eye glasses, contact lenses, visual analysis or testing of visual acuity, biomicroscopy, field charting, orthoptic training, servicing of visual corrective devices or consultations related to such services.

See GENERAL LIMITATIONS AND EXCLUSIONS

O. *MENTAL HEALTH OR SUBSTANCE USE DISORDER CARE*

DEFINITIONS – “Mental health or substance use disorder” is a condition requiring specific treatment primarily because the Participant requires psychotherapeutic treatment, rehabilitation from a substance use disorder or both.

“Mental health benefits” means benefits with respect to services for mental health conditions as defined under the terms of this Plan and in accordance with any applicable Federal and State Law.

“Substance use disorder benefits” means benefits with respect to services for substance use disorders as defined under the terms of this Plan and in accordance with any applicable Federal and State Law.

“Inpatient care” expenses are those billed by a Physician, Professional Other Provider, Hospital, or Facility Other Provider while the Participant is confined as an Inpatient.

“Outpatient care” expenses are those services billed by a Physician, Professional Other Provider, Hospital, or Facility Other Provider, for services provided in either the Physician’s or Professional Other Provider’s office, the outpatient department of a Hospital, or Facility Other Provider, or the Participant’s home.

BENEFITS –

Inpatient:

Hospital: Subject to any Deductible and Coinsurance provisions, benefits will be based on the Allowable Charges.

Physician or Professional Other Provider: Subject to any Deductible and Coinsurance provisions, benefits will be based on the Allowable Charges.

Intensive Outpatient:

Subject to any Deductible and Coinsurance provisions, benefits will be provided based on the Allowable Charges for intensive outpatient services provided by a Hospital or Facility Other Provider.

Other Outpatient or Office:

Subject to any Deductible and Coinsurance provisions, benefits will be based on the Allowable Charges.

NOTE: Participating Providers have agreed to accept Blue Cross Blue Shield of Wyoming’s Allowable Charges as payment in full and will not bill Participants for amounts that exceed Blue Cross Blue Shield of Wyoming’s Allowable Charges. Reimbursement for care rendered by a

provider not participating with BCBSWY will be made directly to Participants on the same basis as if the provider were Participating. Participants may be responsible for amounts that exceed Blue Cross Blue Shield of Wyoming's Allowable Charges. Charges in excess of the Allowable Charges will not apply toward the Deductible or Coinsurance Maximum.

LIMITATIONS AND EXCLUSIONS –

1. **Diagnosis for Mental Health or Substance Use Disorder:** Services must be for the diagnosis and/or treatment of manifest mental health or substance use disorders. These disorders are described in two publications:
 - a. The most current edition of the International Classification of Diseases Adapted (Public Health Service Publication No. 1693)
 - b. The most current edition of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association.
2. **Professional Services:** Professional services must be performed by a Physician, licensed clinical psychologist, or Professional Other Provider who is properly licensed or certified. A Professional Other Provider must be acting under the direct supervision of a Physician or a licensed clinical psychologist. All providers, whether performing services or supervising the services of others, must be acting within the scope of their license.
3. **Educational Credits:** Benefits will not be paid for psychoanalysis or medical psychotherapy that can be used as credit towards earning a degree or furthering a Participant's education or training regardless of the diagnosis or symptoms that may be present.
4. **Marital Counseling:** Benefits will not be paid for marital counseling or related services.
5. **Co-dependency Treatment:** Services related to the treatment of the family of a person receiving treatment for tobacco, chemical or alcohol dependence are not covered.

See GENERAL LIMITATIONS AND EXCLUSIONS

P. PRESCRIPTION DRUGS AND MEDICINES

"Prescription Drugs and medicines" are medications that have been approved or regulated by the Food and Drug Administration that can, under federal and state law, be dispensed only pursuant to a Prescription Drug order from a licensed, certified, or otherwise legally authorized prescriber. All drugs and medicines must be approved by the Food and Drug Administration for the condition for which they are prescribed and not be identified as "investigational" or "experimental".

Pharmaceutical manufacturer volume discounts in connection with the purchase of certain covered Prescription Drugs may occur. Such discounts are the sole property of Blue Cross Blue Shield of Wyoming and will not be considered in calculating any Participant's Coinsurance, Copayment, or benefit maximums. Any funds generated through pharmaceutical manufacturer discounts will be credited to the pharmaceutical drug claims experience of the Plan.

A. BENEFITS AVAILABLE THROUGH THE RxCare Wyoming™ RETAIL PHARMACY PROGRAM

Prescription drugs and medicines are covered by RxCare Wyoming™ when purchased from a Participating pharmacy. When Participants need a prescription filled, they should go to a Participating pharmacy and present their card with the RxCare Wyoming™ logo. The Participating pharmacy will only charge for the Copayment and Coinsurance as shown below. The Pharmacy will be reimbursed for the remaining balance. When Prescription Drugs and medicines are covered through RxCare Wyoming™, the Pre-existing Conditions clause as defined in this Plan will be waived for such Prescription Drugs and medicines.

Benefits for Prescription Drugs and medicines purchased through a Participating pharmacy are based on Allowable Charges and payable as follows:

1. Tier 1 Drugs: Covered generic drugs require that Participants pay a \$5.00 Copayment only.
Tier 2 Drugs: Covered formulary brand drugs require that Participants pay a \$15.00 Copayment and 20% of Allowable Charges as Coinsurance.
Tier 3 Drugs: Covered non-formulary brand drugs require that Participants pay a \$30.00 Copayment and 50% of Allowable Charges as Coinsurance.

Insulin and diabetic supplies are considered to be covered under RxCare Wyoming™ benefits. In addition, the following non-prescription drugs only are covered at the Tier 1 level: Prilosec OTC, Alavert, Claritin, and Claritin D. Formulary drugs are determined by Blue Cross Blue Shield of Wyoming. Copayments and Coinsurance for covered Prescription Drugs and medicines under this benefit cannot be applied toward the Deductible or Coinsurance maximum requirements of any other benefit of this Plan.

2. If the Participant chooses a brand drug (whether Tier 2 or Tier 3) when a generic drug is available and authorized by the Physician, the Participant must pay the appropriate Copayment and Coinsurance for the brand drug selected, as well as the difference in cost between the brand drug and the generic drug. When the out-of-pocket maximum has

been reached, the Participant still pays the difference in cost between the brand name and the generic drug, even though the Participant is no longer responsible for prescription drug Copayments and Coinsurance.

3. The maximum amount or quantity of Prescription Drugs that will be considered as eligible charges may not exceed a 90 day supply when taken in accordance with the direction of the prescriber. A Copayment will be collected for each thirty (30) day supply.
4. The total Copayment and Participant's Coinsurance expenses for RxCare Wyoming™ and the Mail Service Prescription Drug Program for which covered Employees and Dependents are responsible are limited to an out-of-pocket maximum of \$2500.00 per covered person per calendar year.

If Participants must purchase drugs from a non-participating pharmacy, Blue Cross Blue Shield of Wyoming can provide them with special claim forms to obtain benefits under this section of the Plan. The claim forms must be sent to the address indicated on the form. When using a non-participating pharmacy, Participants will be responsible for the difference between RxCare Wyoming's™ reimbursement and the actual charge made by the Pharmacy. When the out-of-pocket maximum has been reached, the Participant still pays the difference between RxCare Wyoming's™ reimbursement and the actual charge made by the Pharmacy, even though the Participant is no longer responsible for Prescription Drug Copayments and Coinsurance.

B. BENEFITS AVAILABLE THROUGH THE RxCare Wyoming™ MAIL SERVICE PRESCRIPTION DRUG PROGRAM:

Prescription Drugs and medicines taken on a long term basis ("maintenance drugs") may be purchased through the Mail Service Prescription Drug Program. The Pre-existing Condition clause as defined in this Plan will be waived for those drugs purchased through the Mail Service Prescription Drug Program.

Benefits for prescription drugs and medicines purchased through the Mail Service Prescription Drug Program are based on Allowable Charges and payable as follows:

1. Tier 1 Drugs: Covered generic drugs require that Participants pay a \$5.00 Copayment only.
Tier 2 Drugs: Covered formulary brand drugs require that Participants pay a \$15.00 Copayment and 20% of Allowable Charges as Coinsurance.
Tier 3 Drugs: Covered non-formulary brand drugs require that Participants pay a \$30.00 Copayment and 50% of Allowable Charges as Coinsurance.

The following non-prescription drugs only are covered at the Tier 1 level: Prilosec OTC, Alavert, Claritin, and Claritin D. Formulary drugs are determined by Blue Cross Blue Shield of Wyoming. Copayments and Coinsurance for covered Prescription Drugs and medicines under this benefit cannot be applied toward the Deductible or Coinsurance maximum requirements of any other benefit of this Plan.

2. If the Participant chooses a brand drug (whether Tier 2 or Tier 3) when a generic drug is available and authorized by the Physician, the Participant must pay the appropriate

Copayment and Coinsurance for the brand drug selected, as well as the difference in cost between the brand drug and the generic drug. When the out-of-pocket maximum has been reached, the Participant still pays the difference in cost between the brand name and the generic drug, even though the Participant is no longer responsible for prescription drug Copayments and Coinsurance.

3. The maximum amount or quantity of Prescription Drugs that will be considered as eligible charges may not exceed a 90 day supply when taken in accordance with the directions of the prescriber.
4. The total Copayment and Participant's Coinsurance expenses for RxCare Wyoming™ and the Mail Service Prescription Drug Program for which covered Employees and Dependents are responsible are limited to a maximum of \$2500.00 per covered person per calendar year.

LIMITATIONS AND EXCLUSIONS -

1. Birth Control Devices and Injections: Hormones and preparations for birth control purposes are not covered..
2. Non-Prescription Items: The Plan will not cover drugs and medicines that can be purchased without a written prescription, even if the Physician has prescribed such "over-the-counter" medications.
3. Take-Home Drugs: Drugs and medicines which are provided as "take-home supply" by the Hospital are not covered under RxCare Wyoming™.
4. Weight loss: Prescription Drugs and medicines related to weight loss programs are not covered.
5. Hair Loss: Prescription Drugs and medications related to hair loss are not covered.
7. Cosmetic Drugs: Prescription Drugs and medicines used for cosmetic purposes are not covered.
8. Orthomolecular Therapy: Orthomolecular therapy, including nutritional supplements, vitamins and food supplements, is not covered.

See GENERAL LIMITATIONS AND EXCLUSIONS

Q. PREVENTIVE CARE

DEFINITION - "Preventive Care" includes tests that are useful for the possible identification of medical conditions, including screening for cancerous conditions. Services include, but are not limited to, the following:

Pelvic and Breast Examination	Prostate Examination
Routine Office Visit	PSA
Fecal Occult Blood Test	Mammography
Colorectal Cancer Examination	Hearing Screening
Urinalysis	Diabetes Screening
Thyroid Function Test	Pap Smears
Cholesterol Test	

BENEFITS –

1. Screening benefits for cancerous conditions are available to covered dependent children up to their limiting age. Screening is provided at 100% of the Allowable Charges without regard to any Deductible or Coinsurance that might otherwise apply, up to a maximum of \$250 per Participant per calendar year. **If Covered Services exceed \$250, additional benefits are available subject to the Plan's annual Deductible and Coinsurance requirements.**
2. Screening for medical conditions for the covered Employee and spouse is provided at 100% of the Allowable Charges for Covered Services, without regard to any Deductible or Coinsurance that might otherwise apply, up to the following calendar year maximums:

Participants age 19-40 years: \$400
Participants age 41-49 years: \$600
Participants age 50+ years: \$750

If Covered Services exceed the specified calendar year maximums, additional benefits are available subject to the Plan's annual Deductible and Coinsurance requirements.
3. Coverage for sigmoidoscopies for Participants age 45 years and older is also provided as described above in paragraph 2. (Limit one per three [3] calendar years.) Benefits for these procedures will not be applied toward the calendar year maximum.
4. Seasonal flu shots for all Participants regardless of age are also covered at 100% of the Allowable Charges for Covered Services, without regard to any Deductible or Coinsurance that might otherwise apply. Charges for Participants 19 years and over will be applied toward the calendar year maximums shown above in paragraph 2. Charges for those Participants age 18 years and under are not applied toward a maximum.

LIMITATIONS AND EXCLUSIONS

No benefits are provided under PREVENTIVE CARE for either eye care or dental services.

See GENERAL LIMITATIONS AND EXCLUSIONS

R. PRIVATE DUTY NURSING SERVICES

DEFINITION - "Private duty nursing services" are those which require the training, judgment and technical skills of an actively practicing Registered Nurse (R.N.). They must be prescribed by the attending Physician for the continuous treatment of a condition.

BENEFITS -

Inpatient: After the Deductible has been satisfied, benefits will be provided at 80% of the Allowable Charges to a maximum of \$10,000 per calendar year, for private duty nursing services only when:

1. The Participant's condition would ordinarily require that the Participant be placed in an intensive or coronary care unit, but the Hospital does not have such facilities, or
2. The Hospital's intensive or coronary care unit cannot provide the level of care necessary for the Participant's condition.
3. The private duty nurse is not employed by the Hospital or Physician and is not a resident of the household or a relative of the Participant.

Outpatient: Not covered.

LIMITATIONS AND EXCLUSIONS -

1. Alternative Care: Benefits will not be provided for nursing services which ordinarily would be provided by Hospital staff or its intensive care or coronary care units.
2. Claims Review: Blue Cross Blue Shield of Wyoming will review all claims for appropriateness and Medical Necessity.
3. Non-Covered Services: Benefits will not be provided for services which are requested by or for the convenience of the Participant or the Participant's family. (Examples: bathing, feeding, exercising, homemaking, moving the Participant, giving medication, or acting as a companion or sitter.) In other words, services which do not require the training, judgment, and technical skills of a nurse, whether or not another person is available to perform such services, are not covered.

See GENERAL LIMITATIONS AND EXCLUSIONS

S. *ROOM EXPENSES AND ANCILLARY SERVICES*

DEFINITION - "Room expenses" include such items as the cost of a room, general nursing services, meal services for the Participant, and routine laundry service.

"Ancillary services" are those services and supplies (in addition to room services) that Hospitals and Other Facility Providers bill for and regularly make available to Participants when such services are provided for the treatment of the condition for which the Participant requires care. Such services include, but are not limited to:

1. Use of operating room, recovery room, emergency room, treatment rooms, and related equipment.
2. Drugs and medicines, biologicals, and pharmaceuticals.
3. Dressings and supplies, sterile trays, casts, and splints.
4. Diagnostic and therapeutic services.
5. Blood administration.
6. Intensive and coronary care units.

BENEFITS -

Inpatient:

Pre-Admission Review: If a Participant's Physician recommends that the Participant be hospitalized (for any non-maternity or non-accidental condition), services MUST be submitted in advance to Blue Cross Blue Shield of Wyoming's pre-admission review program. See PRE-ADMISSION REVIEW under HOW BENEFITS WILL BE PAID.

Outpatient: Ancillary services billed by a Hospital or Facility Other Provider are covered. For additional outpatient benefits, see the following sections:

1. Laboratory, pathology, X-ray, and radiology services.
2. Therapies.

(NOTE: Participants will be charged a \$250 Copayment in addition to Deductible and Coinsurance if an emergency room is utilized for something other than a true Medical Emergency. This \$250 Copayment will not be applied to the Participant's annual Deductible or Coinsurance requirements and will be assessed even if these annual requirements have been satisfied.)

LIMITATIONS AND EXCLUSIONS -

1. Medical Care for General Conditions: All benefits for room expenses and ancillary services related to general conditions are paid according to MEDICAL CARE FOR GENERAL CONDITIONS.

2. Mental Health or Substance Use Disorders: All benefits for room expenses and ancillary services related to these conditions are paid according to the section of this Plan titled MENTAL HEALTH OR SUBSTANCE USE DISORDER CARE.
3. Personal or Convenience Items: Benefits will not be provided for services and supplies provided for personal convenience which are not related to the treatment of the Participant's condition. (Examples: guest trays, beauty or barber shop services, gift shop purchases, long distance telephone calls, and televisions.)
4. Private Room Expenses: If the Participant has a private room in a Hospital, Allowable Charges under the Plan are limited to the Hospital's average semi-private room rate, whether or not a semi-private room is available.

See GENERAL LIMITATIONS AND EXCLUSIONS

T. SMOKING CESSATION

DEFINITION - Smoking Cessation includes services, supplies, or drugs related to arresting a tobacco dependency.

BENEFITS -

Coverage is provided after the Deductible at 80% of the Allowable Charges to a lifetime maximum of \$300.00 per Participant.

LIMITATIONS AND EXCLUSIONS -

See GENERAL LIMITATIONS AND EXCLUSIONS

U. SUPPLIES, EQUIPMENT AND APPLIANCES

DEFINITION - "Medical supplies" are expendable items (except Prescription Drugs) which are required for the treatment of an illness or injury.

"Durable medical equipment" is any equipment that can withstand repeated use, is made to serve a medical purpose, and is useless to a person who is not ill or injured, and is appropriate for use in the home.

"Prosthesis" is any device that replaces all or part of a missing body organ or body member.

"Orthopedic appliance" is a rigid or semi-rigid support. It is used to eliminate, restrict, or support motion in a part of the body that is diseased, injured, weak, or deformed.

BENEFITS -

1. Durable medical equipment – Benefits will be provided for either the rental or the purchase of durable medical equipment, whichever is less expensive. When a purchase is authorized, benefits will also be provided for repair, maintenance, replacement, and adjustment of the equipment.
2. Medical supplies, including but not limited to:
 - a. Colostomy bags and other supplies for their use.
 - b. Catheters.
 - c. Dressings for cancer, diabetic and decubitus ulcers and burns.
 - d. Syringes and needles for administering covered drugs, medicines, or insulin.
 - e. Hyperalimentation.
3. The following prosthesis and orthopedic appliances are covered, as well as fitting, adjusting, repairing, and replacement due to wear, or a change in the Participant's condition which makes a new appliance necessary.
 - a. Artificial arms or legs.
 - b. Leg braces, including attached shoes.
 - c. Arm and back braces.
 - d. Cervical collars.
 - e. Surgical implants.
 - f. Artificial eyes.
 - g. Pacemakers
 - h. Breast prosthesis and special bras.
4. One set of prescription glasses, intraocular lenses or contact lenses is covered when necessary to replace the human lens lost through intraocular Surgery or ocular injury. Replacement is covered if the Participant's Physician recommends a change in prescription.
5. Oxygen – The Plan will pay for oxygen and the equipment needed to administer it.

LIMITATIONS AND EXCLUSIONS -

1. **Deluxe or Luxury Items:** If the supply, equipment, or appliance which the Participant orders includes more features than are warranted for the Participant's condition, the Plan will allow only up to Allowable Charges for the item that would have met the Participant's medical needs. (Examples of deluxe or luxury items: Motorized equipment when manually operated equipment can be used, and wheelchair "sidecars.")

Deluxe equipment is covered only when additional features are required for effective medical treatment, or to allow the Participant to operate the equipment without assistance.

2. **Durable Medical Equipment:** Items such as air conditioners, purifiers, humidifiers, dehumidifiers, exercise equipment, whirlpools, waterbeds, biofeedback equipment, and self-help devices which are not medical in nature are not covered, regardless of the relief they may provide for a medical condition.
3. **Hearing Aids:** Prescriptions for hearing aids and related services and supplies are not covered.
4. **Hospital Beds:** Benefits will not be provided for Hospital beds (including waterbeds or other floatation mattresses).
5. **Medical Supplies:** Items that would not serve a useful medical purpose, or which are used for comfort, convenience, personal hygiene, or first aid are not covered. (Examples: Support hose, bandages, adhesive tape, gauze, antiseptics.)
6. **Special Braces:** Benefits will not be provided for special braces or special equipment.

See GENERAL LIMITATIONS AND EXCLUSIONS

V. SURGERY

DEFINITION - "Surgery" is an operating (cutting) procedure for treatment of diseases or injuries, including specialized instrumentations, endoscopic examinations and other invasive procedures, the correction of fractures and dislocations, usual and related pre-operative and post-operative care.

BENEFITS -

Hospital:

Inpatient: Benefits include charges for the room allowance and covered ancillary services (see ROOM EXPENSES AND ANCILLARY SERVICES).

If a Participant's Physician recommends that the Participant be hospitalized (for any non-maternity or non-emergency condition), services MUST be submitted in advance to Blue Cross Blue Shield of Wyoming's pre-admission review program. See PRE-ADMISSION REVIEW under HOW BENEFITS WILL BE PAID.

Outpatient: If a Participant undergoes a surgical procedure as an Outpatient, benefits will be provided after the Deductible has been satisfied.

Physician:

Inpatient: The Allowable Charge for Surgery performed by a Physician includes payment for pre-operative visits, local administration of anesthesia, follow-up care and recasting.

If a Participant's Physician recommends that the Participant be hospitalized (for any non-maternity or non-emergency condition), services MUST be submitted in advance to Blue Cross Blue Shield of Wyoming's pre-admission review program. See PRE-ADMISSION REVIEW under HOW BENEFITS WILL BE PAID.

More than one Surgery performed by the same Physician during the course of only one operative period is called a "multiple surgery." Since allowances for Surgery include benefits for pre- and post-surgical care, total benefits for multiple surgeries are reduced as pre- and post-surgery allowances do not duplicate those of the primary Surgery. The reduced benefit varies, depending upon the circumstances of the multiple surgeries.

1. Outpatient: If a Participant undergoes a surgical procedure as an Outpatient, benefits will be provided after the Deductible has been satisfied.

LIMITATIONS AND EXCLUSIONS -

1. Birth Control Devices and Injections: Benefits will not be provided for services related to the insertion or removal of a birth control device. Removal will be paid if the device becomes dislodged.

2. **Cosmetic Surgery:** "Cosmetic surgery" is beautification or aesthetic Surgery to improve an individual's appearance by surgical alteration of a physical characteristic. Cosmetic surgery does not become reconstructive surgery because of psychiatric or psychological reasons.

Coverage of cosmetic surgery is subject to all pre-admission review and pre-certification requirements, including the use of designated facility providers.

Benefits for an approved cosmetic surgery procedure and related expenses are allowed only when reconstructive surgery is required as the result of a birth defect, accidental injury, or a malignant disease process or its treatment. Reconstructive surgery will only be provided for the diseased body part except as noted below.

NOTE: Subject to pre-certification, any Participant who receives benefits in connection with a mastectomy and who elects breast reconstruction in connection with the covered mastectomy shall also be covered for the following in accordance with federal law:

- a. Reconstruction of the breast on which the mastectomy has been performed,
 - b. Surgery and reconstruction of the other breast to produce a symmetrical appearance, and
 - c. Prostheses and physical complications of all stages of mastectomy, including lymphedemas.
3. **Dental Surgery:** For a complete description of benefits allowed for dental services, see DENTAL SERVICES.
 4. **Incidental Procedures:** Incidental procedures are those that are routinely performed during the course of the primary Surgery. Additional benefits are not allowed for these procedures.
 5. **Obesity and Weight Loss:** Benefits will be provided for Surgery required as the result of obesity only as specified in GENERAL LIMITATIONS AND EXCLUSIONS.
 6. **Organ Transplants:** Only the following human organ transplant procedures will be covered for the recipient after pre-certification through Blue Cross Blue Shield of Wyoming:
 - a. Corneal (eye) transplant.
 - b. Kidney (renal) transplant.
 - c. Bone marrow transplant.
 - d. Heart transplant.
 - e. Liver transplant.
 - f. Heart-Lung transplant.
 - g. Pancreas-Kidney transplant.

The cost of transportation, meals, and lodging related to a human organ transplant are not covered. Coverage is subject to all pre-admission review and pre-certification requirements, including the use of designated facility providers.

~~Recipient expenses directly related to the transplant procedure, including pre-operative and post-operative care, is covered, as is surgical, storage, and transportation costs directly related to the donation of an organ used in a covered organ transplant procedure. Transportation to and from the site of the transplant surgery for the patient and one other individual is also covered. If the recipient is a minor, however, coverage is extended to provide transportation for both parents. Meals and lodging costs will also be provided for the other individual or parents of the recipient.~~

~~Benefits related to the donation of the organ used in a covered transplant shall not exceed \$10,000.~~

~~Benefits for transportation, meals, and lodging shall also not exceed \$10,000.~~

~~Total benefits will be limited to a lifetime maximum of \$250,000 per transplant.~~

7. Private Room Expenses: If the Participant has a private room in a Hospital, Allowable Charges are limited to the semi-private room allowance, whether or not a semi-private room is available.
8. Sex-Change Operations: Benefits will not be provided for sex change operations, or related expenses.
9. Sterilization Procedures: Such surgeries and related expenses will be covered. Reversals of sterilization procedures are not covered.

See GENERAL LIMITATIONS AND EXCLUSIONS

W. *SURGICAL ASSISTANTS*

DEFINITION - A "surgical assistant" is either a licensed Physician who actively assists the operating surgeon in the performance of a covered surgical procedure or a specially trained individual (physician's assistant or registered nurse) who has met the necessary certification or licensure qualifications in the state where the services are being performed.

BENEFITS -

Inpatient and Outpatient: After the Deductible has been satisfied, benefits will be paid when services are provided by a surgical assistant.

NOTE: Benefits for surgical assistant services performed by another Physician will be based on 20% of the surgery allowance. Benefits for services performed by a Professional Other Provider will be based on 10% of the surgery allowance.

LIMITATIONS AND EXCLUSIONS -

1. Eligible Procedures: Surgical assistant benefits are available only for surgical procedures which are of such complexity that they require a surgical assistant as specified in the Medicare Correct Coding Initiative.
2. Other: The "limitations and exclusions" that apply to SURGERY benefits also apply to surgical assistant services.

See GENERAL LIMITATIONS AND EXCLUSIONS

X. THERAPIES
(CHEMOTHERAPY, RADIATION, OCCUPATIONAL, PHYSICAL, SPEECH)

DEFINITIONS - "Chemotherapy" is drug therapy administered as treatment for conditions of certain body systems.

"Radiation therapy" is the treatment for malignant diseases and other medical conditions by means of X-ray, radon, cobalt, betatron, telecobalt, and telecesium, as well as radioactive isotopes.

"Respiratory therapy" is the treatment of respiratory illness and/or disease by the use of inhaled oxygen and/or medication. The equipment used is necessary to allow adequate oxygen to be delivered to the lungs in an effort to appropriately oxygenate the blood.

"Physical therapy" involves the use of physical agents for the treatment of disability resulting from disease or injury. Physical therapy also includes services provided by occupational therapists when performed to alleviate suffering from muscle, nerve, joint and bone diseases and from injuries. Some examples of physical agents used include heat, cold, electrical currents, ultrasound, ultraviolet, radiation, massage, and therapeutic exercise.

BENEFITS -

Hospital:

Inpatient: When provided by a Hospital and related to improvement of the condition for which the Participant is admitted, the following types of therapy are covered:

1. Chemotherapy.
2. Radiation therapy.
3. Physical therapy.
4. Respiratory therapy.

Outpatient: When provided by a Hospital or other facility, the following types of therapy are covered:

1. Chemotherapy (drug and administration charges).
2. Radiation therapy.
3. Physical therapy provided by a registered physical therapist or Physician.
4. Respiratory therapy.

Physician:

Inpatient: When provided by a Physician, the following types of therapy are covered:

1. Chemotherapy.
2. Radiation therapy.

3. Respiratory therapy.

Outpatient: When prescribed and/or provided by a Physician, the following types of therapy are covered:

1. Chemotherapy (drug and administration charges).
2. Radiation therapy.
3. Physical therapy provided by a Physician or by a registered physical therapist.
4. Respiratory therapy.

NOTE: Benefits for spinal manipulations are limited to a maximum of fifteen (15) visits per calendar year per Participant.

LIMITATIONS AND EXCLUSIONS -

Occupational and Speech Therapy: Benefits will not be provided for occupational or speech therapy services.

See GENERAL LIMITATIONS AND EXCLUSIONS

Z. VISION CARE

DEFINITIONS - "Vision Care" expenses are those billed by a Physician or Other Professional Provider for the routine care of the eye and the prescribing of corrective lenses.

BENEFITS

1. Vision Examinations: Benefits will be provided for one vision exam for each Participant up to the amount listed in the Schedule of Benefits below during any twelve (12) month period. When an optometrist, as a result of a covered vision examination, recommends that the Participant be examined by a Physician with respect to a suspected vision problem and the recommended vision examinations occurs within sixty (60) days of the optometrist's examination, then both vision examinations are covered.
2. Frames: Benefits will be provided for one frame for each Participant up to the amount listed in the Schedule of Benefits below during any twenty-four (24) month period, providing there were no benefits paid for contact lenses during the previous twenty-four (24) months. Includes directly related provider services for use (e.g. facial measurements, determination of interpupillary distances, assistance in frame selection, fitting and adjustment).
3. Lenses: Benefits will be provided for one pair of lenses for each Participant during any twelve (12) month period as listed in the Schedule of Benefits below, providing there were no benefits paid for contact lenses during the previous twenty-four (24) months.

Contact lenses are covered as a substitute for conventional lenses and frames. Benefits will be provided for contact lenses for each Participant up to the amount listed in the Schedule of Benefits below during any twenty-four month (24) period, providing there were no benefits paid for frames or (non-contact) lenses during the same period.

4. Schedule of Benefits is as follows:

Vision Examination	\$ 80.00
Conventional Lenses per pair	
Single Vision	70.00
Bifocal	100.00
Trifocal	130.00
Lenticular	270.00
Frames	100.00
Contact Lenses	170.00

LIMITATIONS AND EXCLUSIONS

1. EYE CARE - Services for the conditions of hypermetropia (far-sightedness), myopia (near-sightedness), astigmatism, anisometropia, aniseikonia, and presbyopia will be covered only as described under BENEFITS above. In addition, benefits for refractions, eye glasses, contact lenses, visual analysis or testing of visual acuity, biomicroscopy, field charting, orthoptic training, the servicing of corrective lenses, and consultations related to such services will also be limited only to those benefits, if any, described above.
2. Prescription Sunglasses, Oversized, Photosensitive or Anti-Reflective Lenses: Will not be covered if the charge exceeds the Schedule of Benefits for lenses as defined.

See GENERAL LIMITATIONS AND EXCLUSIONS.

Y. WELL CHILD CARE

DEFINITION - "Well Child Care" services are Physician-delivered or Physician-supervised Outpatient services for the covered dependent child.

Coverage for the following services only will be provided at 100% of the Allowable Charges without regard to the Deductible:

1. Periodic examinations which include a history, physical examination, developmental assessment, and anticipated guidance necessary to monitor the normal growth and development of the child.
2. Oral and/or intramuscular injections for the purpose of immunizations.
3. Laboratory tests.

Benefits will only be provided if the above services conform with the recommendations of the Advisory Committee on Immunization Practices (ACIP), American Academy of Pediatrics, and the American Academy of Family Physicians (AAFP) as shown in the most current publication. Benefits will be available when the child attains the following ages:

1 month	12 months	48 months
2 months	15 months	60 months
4 months	18 months	72 months
6 months	24 months	
9 months	36 months	

LIMITATIONS AND EXCLUSIONS -

Eye Care and Dental Services: Eye care and dental services are not covered under this benefit.

See GENERAL LIMITATIONS AND EXCLUSIONS

GENERAL LIMITATIONS AND EXCLUSIONS

The general limitations and exclusions listed in this section apply to all benefits described in this Plan. In accordance with the provisions of this Plan, therefore, benefits will not be provided for any of the following services, supplies, situations, hospitalizations or related expenses:

A. *ACUPUNCTURE*

Services related to acupuncture, whether for medical or anesthesia purposes are not covered.

B. *ALTERNATIVE MEDICINE*

Treatments and services for alternative medicine are not covered benefits under this Plan. Alternative medical therapies include, but are not limited to: interventions, services or procedures not commonly accepted as part of allopathic or osteopathic curriculums and practices, naturopathic and homeopathic medicine, diet therapies, nutritional or lifestyle therapies, massage therapy, and aromatherapy.

C. *ARTIFICIAL CONCEPTION*

Artificial insemination, "test tube" fertilization or other artificial methods of conception are not covered.

D. *ATTEMPTED SUICIDE OR INTENTIONAL SELF-INFLICTED INJURY*

Services or supplies related to a suicide, attempted suicide, or an intentionally self-inflicted injury or illness while sane or insane, are not covered.

E. *AUTOPSIES*

Services related to autopsies are not covered.

F. *BIOFEEDBACK*

Services related to biofeedback are not covered.

G. *BIRTH CONTROL*

Birth control hormones and devices and related services are not covered.

H. *CARDIAC REHABILITATION*

Services designed to assist Participants recovering from recent heart problems are not covered.

I. *COMPLICATIONS OF NON-BENEFIT SERVICES*

Services or supplies that a Participant receives for complications resulting from services that are not allowed (such as non-covered cosmetic surgery and experimental procedures) are not covered.

J. CONVALESCENT CARE

Convalescent care is that care provided during the period of recovery from illness or the effects of injury and Surgery. Benefits for convalescent care are limited to those normally received for a specific condition, as determined by Blue Cross Blue Shield of Wyoming's medical consultants.

K. COSMETIC SURGERY

Cosmetic Surgery: "Cosmetic surgery" is beautification or aesthetic surgery to improve an individual's appearance by surgical alteration of a physical characteristic. Cosmetic surgery does not become reconstructive surgery because of psychiatric or psychological reasons.

Benefits for a cosmetic surgery procedure and related expenses are allowed only when reconstructive surgery is required as the result of a birth defect, accidental injury, or a malignant disease process or its treatment. Reconstructive surgery will only be provided for the diseased body part except as noted below. Pre-certification is required before benefits are payable.

NOTE: Any Participant who receives benefits in connection with a mastectomy and who elects breast reconstruction in connection with the covered mastectomy shall also be covered for the following in accordance with federal law:

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

L. CUSTODIAL CARE

Services furnished to help a Participant in the activities of daily living which do not require the continuing attention of skilled medical or paramedical personnel are not covered regardless of where they are furnished.

M. DIAGNOSTIC ADMISSIONS

If a Participant is admitted as an Inpatient to a Hospital for diagnostic procedures, and could have received these services as an Outpatient without danger to his or her health, benefits will not be provided for Hospital room charges or other charges that would not be paid if the Participant had received Diagnostic Services as an Outpatient.

N. DOMICILIARY CARE

This type of care is provided in a residential institution, treatment center, or school because a Participant's own home arrangement is not appropriate. Such care consists chiefly of room and board and is not covered, even if therapy is included.

O. EDUCATIONAL PROGRAMS

Educational, vocational, or training services and supplies are not covered except as explicitly described in the Plan.

P. ENVIRONMENTAL MEDICINE

Treatment and services for environmental medicine and clinical ecology are not covered benefits under this Plan. Environmental medicine and clinical ecology encompass the diagnosis or treatment of environmental illness, including, but not limited to: chemical sensitivity or toxicity from past or continued exposure to atmospheric contaminants, pesticides, herbicides, fungi, molds, or foods exposed to atmospheric or environmental contaminants.

Q. EXPERIMENTAL OR INVESTIGATIONAL PROCEDURES

Procedures which are experimental or investigational in nature as defined in DEFINITIONS are not covered.

R. EYE CARE

Except as described under VISION CARE, services will not be covered for the conditions of hypermetropia (far-sightedness), myopia (near-sightedness), astigmatism, anisometropia, aniseikonia and presbyopia. Benefits will not be provided for refractions, eye glasses, contact lenses, visual analysis or testing of visual acuity, biomicroscopy, field charting, orthoptic training, servicing of visual corrective devices or consultations related to such services.

S. FELONY/ILLEGAL OCCUPATION

Expenses for, or in connection with, an injury or illness arising out of the commission of a felony or an illegal occupation are not covered.

T. FOOT CARE SERVICES

Palliative or cosmetic foot care including flat foot conditions, supportive devices for the foot (orthotics), the treatment of subluxations of the foot, care of corns, bunions (except capsular or bone surgery), calluses, toe nails, fallen arches, weak feet, chronic foot strain, and symptomatic complaints of the feet are not covered.

U. GENETIC AND CHROMOSOMAL TESTING/COUNSELING

Genetic molecular testing is not covered except when there are signs and/or symptoms of an inherited disease in the affected individual, when there has been a physical examination, pre-test counseling, and other diagnostic studies, and when the determination of the diagnosis in the absence of such testing remains uncertain and would impact the care and management of the individual on whom the testing is performed.

As used herein, "genetic molecular testing" means the analysis of nucleic acids to diagnose a genetic disease, including, but not limited to, sequencing, methylation studies, and linkage analysis.

- V. ***GOVERNMENT INSTITUTIONS AND FACILITIES***
Services and supplies furnished by a facility operated by, for, or at the expense of a federal, state, or local government or their agencies are not covered except as required by the federal, state, or local government. Benefits shall not be excluded when provided by, and when charges are made for such services by, a Wyoming tax-supported institution, providing the institution establishes and actively utilizes appropriate professional standard review organizations according to Section 35-17-101, Wyoming Statutes, 1977, as amended, or comparable peer review programs, and the operation of the institution is subject to review according to Federal and State laws.
- W. ***HAIR LOSS***
Wigs or artificial hairpieces, or hair transplants or implants, regardless of whether there is a medical reason for hair loss, are not covered.
- X. ***HOSPITALIZATIONS***
Hospitalizations, or portions thereof, which do not require 24-hour continuous bedside nursing care, or hospitalizations for services which could be safely provided on an outpatient basis, are not covered.
- Y. ***HYPNOSIS***
Services related to hypnosis, whether for medical or anesthesia purposes, are not covered.
- Z. ***LEARNING DISABILITIES***
Treatment for the reduction or elimination of learning disabilities is not covered.
- AA. ***LEGAL PAYMENT OBLIGATIONS***
Services for which legally a Participant does not have to pay, or charges that are made only because benefits are available under this Plan are not covered except as required by the federal, state, or local government. This includes services provided by any person related to the Participant or residing in the Participant's household.
- BB. ***MANAGED CARE PROVISIONS***
Coverage is subject to all pre-admission review, precertification and medical management policies. Failure by either the provider of services or the Participant to comply with such provisions may reduce or eliminate coverage in whole or in part.
- CC. ***MEDICAL SERVICES RECEIVED AS A RESULT OF CONTRACTUAL OBLIGATIONS OR A THIRD PARTY'S GUARANTEE TO PAY***
Benefits will not be paid for any claims related to medical services or supplies that a Participant receives in relation to a third party's offer of any form of compensation or promise to pay any part or all of the costs of the medical services or supplies, as an inducement for the Participant to seek, request, undergo or otherwise receive those medical services or supplies. This exclusion includes, but is not limited to, surrogate parenting, donation of body parts or organs, testing of medical procedures or supplies, gestational carrier services, pharmaceutical product testing and trials, and similar arrangements and agreements wherein the Participant receives compensation, directly or

indirectly, in cash or any other form of consideration (including a promise to pay any part or all of the costs of such medical services or supplies), in exchange for the Participant's agreement to seek or receive such medical services or supplies.

DD. MEDICALLY NECESSARY SERVICES OR SUPPLIES

No benefits will be provided for services or supplies that are not medically necessary. (See DEFINITIONS.)

EE. OBESITY AND WEIGHT LOSS

Obesity in itself is not considered an illness or disease, and benefits are not allowed for the evaluation and treatment of obesity alone.

FF. ORTHOGNATHIC SURGERY

The following types of procedures are not covered ~~except in the case of a congenital defect or restoration due to accidental injury:~~

1. Upper or lower jaw augmentation or reduction procedures, or
2. Reconstructive procedures which correct deformities of the jaw, or
3. Procedures related to facial skeleton and associated soft tissues (surgical procedures may include, but not be limited to, procedures involving repositioning and recontouring of the facial bones)

~~Pre-certification by Blue Cross Blue Shield of Wyoming is required before benefits are payable.~~

GG. PAYMENT IN ERROR

If Blue Cross Blue Shield of Wyoming makes a payment in error, it may require the provider of services, the Participant, or the ineligible person to refund the amount paid in error. Blue Cross Blue Shield of Wyoming reserves the right to correct payments made in error by deducting against subsequent claims or by taking legal action, if necessary.

HH. PERSONAL COMFORT OR CONVENIENCE

Services and supplies that are primarily for the Participant's personal comfort or convenience are not covered.

II. PHYSICIAN ASSISTANTS AND NURSE PRACTITIONERS

Services rendered by a physician assistant or nurse practitioner when the sponsoring Physician sees the patient or becomes directly involved in the medical service being provided are not covered. (A sponsoring Physician is a licensed Physician approved to Sponsor a physician assistant by the State Board of Medical Examiners.)

JJ. PRE-ADMISSION REVIEW

If the Participant's Physician recommends that the Participant be hospitalized (for any non-maternity or non-emergency condition) services MUST be submitted in advance to Blue Cross Blue Shield of Wyoming's pre-admission review program.

The Plan will *reduce benefits by \$ 200.00* if the Participant does NOT obtain pre-admission review from Blue Cross Blue Shield of Wyoming and is hospitalized as an Inpatient.

KK. PRE-CERTIFICATION

The following services MUST be authorized in advance as described in the BENEFITS section before benefits will be paid:

1. Breast reconstruction surgery
2. Cosmetic surgery
3. Dental-related services
4. High cost prescription drugs and medicines
5. Home Health Care
6. Hospice Care
7. Human organ transplants

LL. PRE-EXISTING CONDITIONS

Any condition, (whether physical or mental), regardless of the cause of the condition, for which medical advice, diagnosis, care or treatment was recommended or received within the three (3) month period immediately preceding the Enrollment Date. However, pregnancy shall not be treated as a Pre-existing Condition and genetic information shall not be treated as a Pre-existing Condition in the absence of a diagnosis of a condition related to such information.

There will be a \$2,000 limit on coverage for any Participant for claims resulting from a Pre-Existing Condition. This limitation shall not apply to any expenses incurred after the end of a period of twelve (12) consecutive months of continuous coverage after the Participant's effective date. In addition, this Pre-existing Conditions exclusion does not apply to Participants under age 19.

In determining whether this Pre-existing Condition exclusion period applies to a Participant, the Plan sponsor will credit the time an eligible Participant was previously covered by Creditable Coverage, provided there was not a significant break (90 days) in coverage from the previous Creditable Coverage. Waiting periods applicable under this health plan shall not be considered in determining if a significant break in coverage has occurred.

Late Enrollees (who did not apply within forty-five (45) days of their initial date of eligibility and are not eligible for a special enrollment period) will be eligible to apply for coverage during the group's annual Open Enrollment Period (March 1-31). Provided the application is received by Blue Cross Blue Shield of Wyoming within fourteen (14) days of the end of the Open Enrollment Period, a Late Enrollee:

- a. Will have coverage effective under this Plan on April 1, and

- b. Will have no coverage for any Pre-existing Conditions for twelve (12) months following the effective date of coverage. **NOTE: This provision does not apply to Participants under age 19.** (In determining whether the Pre-existing Condition exclusion period applies to the Late Enrollee, Blue Cross Blue Shield of Wyoming will credit the time the Late Enrollee was previously covered by Creditable Coverage, provided the coverage by the previous Creditable Coverage was continuous to a date not more than ninety (90) days prior to the effective date of the new coverage.)

MM. PROCEDURES RELATED TO STUDIES

Procedures related to studies are not covered. This includes any drugs and medicines, technologies, treatments, procedures, or services provided as a part of, or related to, any program, protocol, project, trial, or study in which the patient consent and/or protocol states that the program, protocol, project, trial, or study:

1. Is a "Phase I", "Phase II", or "Phase III" program, protocol, project, trial, or study, or
2. Is arranged so that the Participants selected to take part are randomized, with some Participants receiving the prescribed drugs, treatment, technologies, services, or procedures, and other Participants receiving a different drug, treatment, technology, service, or procedure, or
3. Is a "research" program, protocol, project, trial, or study, or
4. Is an "investigational" program, protocol, project, trial, or study, or
5. Is utilizing investigational or experimental drugs and medicines, technologies, treatments, or procedures, or
6. Has individuals administering the program, protocol, project, trial, or study who are identified as "investigators", or
7. Is a "controlled" program, protocol, project, trial, or study.

NN. PROPHYLAXIS/PROPHYLACTIC MEDICINE

Except as explicitly described elsewhere in this Plan, medical benefits and treatment that are of a preventive or prophylactic nature are not Covered Services under this Plan. Preventive or prophylactic treatments and services are those which are rendered to a person for purposes other than treating a present and existing medical condition in that person including, but not limited to, immunizations or Surgery on otherwise healthy body organs and/or parts.

OO. REPORT PREPARATION

Charges for preparing medical reports or itemized bills or claim forms are not covered.

PP. ROUTINE HEARING EXAMINATIONS

Except as indicated under PREVENTIVE CARE, services will not be covered for the testing of hearing acuity. Services will not be covered for the prescription or fitting of a hearing aid or for the services related to the prescription or fitting.

- QQ. ROUTINE PHYSICALS*
Services connected with routine physical or screening exams and immunizations are not covered except as described in PREVENTIVE CARE and WELL CHILD CARE. (Examples of services not covered: yearly physicals, screening examinations for school, camp or other activities.)
- RR. SERVICES AFTER COVERAGE ENDS*
No benefits are provided after the coverage is cancelled. (EXAMPLE: If the Participant is hospitalized on July 30th and the Group cancelled their group coverage effective August 1st, no benefits are provided for any services received on or after August 1st.)
- SS. SERVICES NOT IDENTIFIED*
Any service or supply not specifically identified as a benefit in this Plan is not covered.
- TT. SERVICES PRIOR TO THE EFFECTIVE DATE*
Charges incurred for supplies and services received prior to the effective date of coverage are not covered.
- UU. SEX CHANGE OPERATIONS*
Services related to sex change operations and reversals of such procedures are not covered.
- VV. SUBLUXATION*
For the detection and correction by manual or mechanical means (including incidental X-rays) of structural imbalance or subluxation for the purpose of removing nerve interference resulting from or related to distortion, misalignment or subluxation of or in the vertebral column, unless requiring Surgery, is not covered.
- WW. TAXES*
Sales, service, mailing charges or other taxes imposed by law that apply to benefits covered under this Plan are not covered.
- XX. TEMPOROMANDIBULAR JOINT DYSFUNCTION (TMJ)*
Benefits are not provided for the treatment of temporomandibular joint disorders and myofascial pain-dysfunction syndrome.
- YY. THERAPIES*
Special therapies not specifically covered in this Plan. Such non-Covered Services include (but are not limited to): recreational and sex therapies, Z therapy, self-help programs, transactional analysis, sensitivity training, assertiveness training, encounter groups, transcendental meditation (TM), religious counseling, rolfing, primal scream therapy, and stress management programs.
- ZZ. TRAVEL EXPENSES*
Travel expenses are not covered.

AAA. UNRELATED SERVICES

Services which are not related to a specific illness or injury are not covered.

BBB. WAR

Services or supplies required as the result of disease or injuries due to war, civil war, insurrection, rebellion, or revolution are not covered.

CCC. WEIGHT LOSS PROGRAMS

Services and supplies related to weight loss programs are not covered.

DDD. WORKERS' COMPENSATION

No benefits will be provided for services, supplies or charges for any illness or bodily injury which occurs in the course of employment if benefits or compensation are available, in whole or in part, under the provisions of any legislation of any governmental unit. This exclusion applies whether or not the Participant claims the benefits or compensation and whether or not the Participant recovers losses from a third party.

GENERAL PROVISIONS

The following general provisions apply to all benefits and exclusions described in this Plan.

A. ASSIGNMENT OF BENEFITS

All benefits stated in this Plan are personal to the Participant. Neither those benefits nor the payments to the Participant may be assigned to any person, corporation, or entity. Any attempted assignment shall be void.

B. CHANGE TO THE PLAN

The Plan sponsor reserves the right to amend, modify, suspend or terminate the Plan at any time for any reason. If the Plan is terminated, the rights of Plan Participants are limited to expenses incurred prior to termination.

C. CLAIM FORMS

Blue Cross Blue Shield of Wyoming shall furnish either to the person making a claim (claimant), or to the Employer, for delivery to the person making a claim, the forms it usually furnishes for filing claims for benefits. If such forms are not furnished within fifteen (15) days of the filing of notice of claim, the claimant shall be deemed to have complied with the requirements of this Plan as to notice of claim upon submitting, within the time fixed in the Plan for filing notice of claim, written proof covering the date(s) medical services were rendered, and the character and extent of medical services for which claim is made. The Plan sponsor reserves the right to request further information to make decisions whether this section is met or not.

D. CLERICAL ERROR

Any clerical error by the Plan sponsor or an agent of the Plan sponsor in keeping pertinent records or a delay in making any changes will not invalidate coverage otherwise validly in force or continue coverage validly terminated. An equitable adjustment of contributions will be made when the error or delay is discovered.

If, due to a clerical error, an overpayment occurs in a Plan reimbursement amount, the Plan retains a contractual right to the overpayment. The person or institution receiving the overpayment will be required to return the incorrect amount of money. The Plan sponsor reserves the right to correct payments made in error by deducting against subsequent claims or by taking legal action, if necessary.

E. COORDINATION OF BENEFITS

The purpose of this Plan is to provide certain benefits, and the rates and charges are based upon the assumption that Participants often have other coverage providing duplicate benefits. In the event of other coverage, the Plan will not duplicate benefits if otherwise provided for (or should have been provided had the Participant elected to claim) under any group or individual coverage by any other insurance, or government program or authorized benefits provided by private enterprise. If at any time more than one coverage shall be applicable to any benefit, the coverage first liable (primary coverage) shall pay to the full extent of its aggregate coverage, and the coverage

secondarily liable shall then pay for Covered Services the unpaid balance, not exceeding its aggregate coverage or 100% of any Allowable Charges (whichever is greater), based upon the following priorities:

1. Coverage not having a coordination of benefit or non-duplication provision similar to this provision.
2. Group coverage will be primary over an individual policy with a non-duplication provision.
3. Coverage of a plan, which covers the patient as an Employee will be primary over a plan covering the patient as a Dependent.
4. Dependent Children: The coverage of the parent whose birth date, excluding year of birth, occurs earlier in the calendar year, will be primary payor. If a plan does not have this provision, the primary payor will be determined by the provision of the plan not having this paragraph.
5. The above applies for children, except in situations where the parents are separated or divorced.
 - a. When the parents are separated or divorced and the parent with custody of the child has not remarried, the benefits of a plan covering the child as a Dependent of the parent with custody shall be primary over the plan covering the child as a Dependent of the parent without custody.
 - b. When the parents are divorced, and the parent with custody of the child has remarried, the benefits of the plan covering the child as a Dependent of the parent with custody shall be determined before the benefits of the plan covering the child as a Dependent of the step-parent, and the benefits of the plan covering the child as a Dependent of the parent without custody.
 - c. Notwithstanding paragraphs 1 and 2 herein, if there is a court decree which would otherwise establish financial responsibility for the medical, dental or other health care expenses with respect to the child, the benefits of a plan which covers that child as a Dependent of the parent with such responsibility shall be determined before the benefits of any other plan covering that child.
6. When the application of the above guidelines is not definitive, the benefits of a plan which has covered the patient for a longer period of time shall be primary payor.

Except in situations of a laid-off or retired employee, or a Dependent of such employee, the plan covering the person as an active employee will be primary, over the coverage as a laid-off or retired employee, unless either coverage does not contain a provision for laid-off or retired employees, then this subparagraph shall not apply.

F. *DISCLAIMER OF LIABILITY*

The Plan sponsor has no control over any diagnosis, treatment, care, or other service provided to a Participant by any provider, and is not liable for any loss or injury caused by any health care provider by reason of negligence or otherwise.

G. *DISCLOSURE OF A PARTICIPANT'S MEDICAL INFORMATION*

All Protected Health Information (PHI) maintained by Blue Cross Blue Shield of Wyoming under this Plan is confidential. Any PHI about a Participant under the Plan obtained from Blue Cross Blue Shield of Wyoming, from that Participant, or from a Health Care Provider may not be disclosed to any person except:

1. Upon a written, dated, and signed authorization by the Participant or prospective Participant or by a person authorized to provide consent for a minor or an incapacitated person;
2. If the data or information does not identify either the Participant or prospective Participant or the Health Care Provider, the data or information may be disclosed upon request for use for statistical purposes or research;
3. Pursuant to statute or court order for the production or discovery of evidence; or
4. In the event of a claim or litigation between the Participant or prospective Participant and Blue Cross Blue Shield of Wyoming in which the PHI is pertinent.

This section may not be construed to prevent disclosure necessary for Blue Cross Blue Shield of Wyoming to conduct health care operations, including but not limited to utilization review or management consistent with state law, to facilitate payment of a claim, to analyze health plan claims or health care records data, to conduct disease management programs with health care providers, or to reconcile or verify claims. This section does not apply to PHI disclosed by the Claims Supervisor to the insurance commissioner for access to records of the Claims Supervisor for purposes of enforcement or other activities related to compliance with state or federal laws.

H. *EXECUTION OF PAPERS*

On behalf of the Employee and the Employee's Dependents, the Employee must, upon request, execute and deliver any instruments and papers to Blue Cross Blue Shield of Wyoming that are necessary to carry out the provisions of this Plan.

I. *GENERAL INFORMATION ABOUT FILING CLAIMS*

Blue Cross Blue Shield identification cards indicate the type of coverage Participants have. Participants should:

1. Always carry their identification card and present it to the Hospital, Facility Other Provider, Physician or Professional Other Provider whenever the Participant receives treatment.
2. Be sure to carry the *new* identification card they will receive in the event that they change coverage. The old identification card should then be destroyed.

3. Contact Blue Cross Blue Shield of Wyoming at the address below for a replacement card if the original identification card is lost.

J. *LIMITATION OF ACTIONS*

No action at law or equity may be brought to recover benefits under the Plan prior to the expiration of sixty (60) days after written proof of a claim is furnished. No such action shall be brought later than three (3) years after the time written proof of claim for benefits is required to be furnished.

K. *NOTICE OF DISCRETIONARY CLAUSE*

This benefit Plan contains a discretionary clause. Determinations made by the Plan Administrator pursuant to the discretionary clause do not prohibit or prevent a claimant from seeking judicial review in court, of the Plan Administrator's decisions. By including this discretionary clause, the Plan Administrator agrees to allow a court to review its determinations anew (de novo) when a claimant seeks judicial review of the Plan Administrator's determinations of eligibility of benefits, the payment of benefits, or interpretations of the terms and conditions applicable to the benefit Plan.

L. *PARTICIPANT'S LEGAL OBLIGATIONS*

The Participant is liable for any actions which may prejudice the Plan sponsor's rights under this Plan. If the Plan sponsor must take legal action to uphold its rights, then it can require the Participant to pay its legal expenses, including attorney's fees and court costs. Unless the court finds that the losing party's(ies) position was not frivolous or that the losing party(ies) litigated his (their) position on a reasonable basis.

M. *PHYSICAL EXAMINATION AND AUTOPSY*

The Plan sponsor, at its own expense, has the right to examine the person of the Employee, or any Dependent, when and as often as it may reasonably require during the pendency or review of a claim under this Plan and to require or make an autopsy where it is not otherwise prohibited by law.

N. *PLAN IS NOT AN EMPLOYMENT CONTRACT*

The Plan is not to be construed as a contract for or of employment.

O. *PRIVACY OF PROTECTED HEALTH INFORMATION*

Blue Cross Blue Shield of Wyoming may disclose the Participant's PHI to the Employer to carry out administrative functions under the terms of this Plan, but only in accordance with applicable federal and state law. Any disclosure to and use by the Employer of the Participant's PHI will be subject to and consistent with this section. Blue Cross Blue Shield of Wyoming will not disclose the Participant's PHI to the Employer unless such disclosures are included in a notice of privacy practices distributed to the Participant. Blue Cross Blue Shield of Wyoming will not disclose the Participant's PHI to the Employer for actions or decisions related to the Participant's employment or in connection with any other benefits made available to the Participant.

The following restricts the Employer's use and disclosure of the Participant's PHI:

1. The Employer will neither use nor further disclose the Participant's PHI except as permitted by the Plan or required by law.
2. The Employer will ensure that anyone who receives the Participant's PHI agrees to the restrictions and conditions of the Plan with respect to the Participant's PHI.
3. The Employer will not use or disclose the Participant's PHI for actions or decisions related to the Participant's employment or in connection with any other benefit made available to the Participant.
4. The Employer will promptly report to Blue Cross Blue Shield of Wyoming any use or disclosure of the Participant's PHI that is inconsistent with the uses and disclosures allowed under this section upon learning of such inconsistent use or disclosure.
5. In accordance with federal law, the Employer will make PHI available to the Participant who is the subject of the information. Such information is subject to amendment and, upon proper notice, the Employer will amend the Participant's PHI where appropriate.
6. The Employer will document disclosures it makes of the Participant's PHI so Blue Cross Blue Shield of Wyoming is able to provide an accounting of disclosures as required under applicable state and federal law.
7. The Employer will make its internal practices, books, and records relating to its disclosure of the Participant's PHI available to Blue Cross Blue Shield of Wyoming and the to U. S. Department of Health and Human Services as necessary to determine compliance with federal law.
8. The Employer will, where feasible, return or destroy all Participant's PHI in whatever form or medium received for Blue Cross Blue Shield of Wyoming, including all copies of and any data or compilations derived from and allowing identification of an Participant when the Participant's PHI is no longer needed for plan administration functions for which the disclosure was made. If it is not feasible to return or destroy all Participant PHI, the Employer will limit the use or disclosure of any Participant PHI to those purposes that make the return or destruction of the information infeasible.

P. PRUDENT MEDICAL CARE

The Plan administrator may consider limited exceptions to the contractual provisions of this Plan, based upon Medical Necessity and prudent medical care standards. Such decisions will be made only after establishing the cost-effectiveness, relative to alternative covered services, of medically necessary services performed on behalf of a Participant, and with the agreement of the affected Participant.

Any such decisions will not, however, prevent the Plan administrator from administering this Plan in strict accordance with its terms in other situations.

Q. SELECTION OF DOCTOR

Any Participant shall be free to select his or her doctor and Hospital. The Plan makes no guarantee as to the availability of a doctor or Hospital. The Plan's responsibility shall be solely to make payment for the benefits described in this Plan.

R. SENDING NOTICES

All notices to the Participant are considered to be sent to and received by the Participant when deposited in the United States Mail with postage prepaid and addressed to the Participant at the latest address appearing on Blue Cross Blue Shield of Wyoming's membership records.

S. STATEMENTS AND REPRESENTATIONS

All statements contained in a written application, evidence of insurability form, or other written document or instrument made by the Employer or Employee to obtain this Plan, shall be considered representations and not warranties. No such statement made by any person insured under this Plan shall be used in any contest unless a copy of the instrument containing the statement is or has been furnished to the person or, in the event of the death or incapacity of the insured person, to the person's beneficiary or personal representative.

Misrepresentations, omissions, concealment of facts and incorrect or incomplete statements as provided in this section shall not prevent the Plan from remaining in effect or prevent the payment of covered benefits under this Plan unless the Plan sponsor determines that either:

1. The statements and/or representations are fraudulent; or
2. The statements are material to the acceptance of the risk or coverage of the benefits provided under the Plan; or
3. The Plan sponsor, in good faith, if it knew the true facts as required by any application or other document as provided in this section, would not have:
 - a. Entered into the Plan or issued the coverage; or
 - b. Provided coverage with respect to the condition which is the basis for a claim under this Plan.

T. SUBROGATION AND REFUND

The Participant may incur medical or dental charges due to injuries for which benefits are paid by the Plan. The injuries may be caused by the act or omission of another person. If so, the Participant may have a claim against that other person for payment of the medical or dental charges. The Plan will be subrogated to all rights the Participant may have against that other person.

The Participant must:

1. Assign to the Plan his or her rights to recover when this provision applies; and
2. Repay to the Plan out of the recovery made from the other person or the other person's insurer.

Amount Subject to Subrogation or Refund: Only the amount recovered for medical or dental charges will be subject to subrogation or refund. In no case will the amount

subject to subrogation or refund exceed the amount of medical or dental benefits paid for the injury or sickness under the Plan.

When a right of recovery exists, the Participant will execute and deliver all required instruments and papers as well as doing whatever else is needed to secure the right of subrogation. In addition, the Participant will do nothing else to prejudice the right of the Plan to subrogate.

Defined terms: "Recovery" means monies paid to the Participant by way of judgment, settlement, or otherwise to compensate for all losses caused by the injuries.

"Subrogation" means the Plan's right to pursue the Participant's claims for medical or dental charges against the other person.

"Refund" means repayment to the Plan for medical or dental benefits that it has paid toward care and treatment of the injury.

Recovery from another plan under which the Participant is covered: This right of refund also applies when a Participant recovers under an uninsured or underinsured motorist plan, homeowner's plan, renter's plan, medical malpractice plan, or any liability plan.

U. TIME OF CLAIM PAYMENT

Benefits are payable according to the terms of this Plan not more than forty-five (45) days after receipt of written proof of the claim and supporting evidence. Such supporting evidence may include, but not be limited to, medical records required for claim analysis and payment in accordance with this Plan. In the event Blue Cross Blue Shield of Wyoming determines that certain medical records are necessary to determine benefits under this Plan, the 45-day claim payment time will not commence until all such necessary records are received by Blue Cross Blue Shield of Wyoming from any source.

V. WRITTEN NOTICE OF CLAIM

Claims should be filed with the Claims Administrator within one-hundred eighty (180) days of the date charges for the services were incurred. Benefits are based on the Plan's provisions at the time the charges were incurred. Claims filed later than that date may be declined or reduced unless:

1. It is not reasonably possible to submit the claim in that time, or
2. The Participant was not legally capable of submitting the claim.

W. INTERNAL CLAIMS REVIEW PROCEDURE FOR GROUPS NOT SUBJECT TO ERISA

If an Employer is not subject to the Employee Retirement Income Security Act of 1974 (ERISA) and a Participant is not satisfied with the results of the processing of his or her claim, request for pre-admission review, or request for pre-certification, the Participant

may make a written appeal. When making the request for review or reconsideration, include the Employer, agreement and claim numbers.

1. Emergency Services

The Participant and/or the Participant's authorized representative have up to 120 days to appeal Blue Cross Blue Shield of Wyoming's denial of a claim for benefits. Upon receipt of an appeal from a Participant and/or a Participant's authorized representative, Blue Cross Blue Shield of Wyoming will notify the Participant and/or the Participant's authorized representative of its determination within a reasonable period of time, but no later than 24 hours after receiving the request.

NOTE: In order to be eligible for an external review, the timelines above must be followed.

2. Pre-Admission Review, Pre-Certification and Non-emergency Services

The Participant and/or the Participant's authorized representative have up to 120 days to appeal Blue Cross Blue Shield of Wyoming's denial of a Hospital admission, pre-certification of services, or claim for benefits. Upon receipt of an appeal from a Participant and/or a Participant's authorized representative, Blue Cross Blue Shield of Wyoming will notify the Participant and/or the Participant's authorized representative of its determination within a reasonable period of time, but no later than 45 days after receiving the request.

NOTE: In order to be eligible for an external review, the timelines above must be followed.

Participants should mail or hand deliver their requests to:

BLUE CROSS BLUE SHIELD OF WYOMING
4000 House Avenue
PO Box 2266
Cheyenne, WY 82003-2266

Participants have the right to be represented by an attorney or other duly authorized representative at any stage of their appeal. Participants or their representative have the right to review documents that pertain to their appeal. These documents are on file in the office of Blue Cross Blue Shield of Wyoming at the above address. Blue Cross Blue Shield of Wyoming will need at least 72 hours notice to assemble the documents pertaining to an appeal.

The adjudication committee of Blue Cross Blue Shield of Wyoming will review the appealed claim(s) and consider all information available pertaining to the appeal. Whether or not the initial decision is changed, Participants will receive a written response

and explanation within 45 days of Blue Cross Blue Shield of Wyoming's receiving their request for review.

- X. *EXTERNAL CLAIMS REVIEW PROCEDURE FOR GROUPS NOT SUBJECT TO ERISA*
- If Blue Cross Blue Shield of Wyoming denies the Participant's request for the provision of, or payment for, a health care service or course of treatment on the basis that it is not medically necessary, or on another similar basis, the Participant may have a right to have the adverse determination reviewed by health care professionals who have no association with Blue Cross Blue Shield of Wyoming and are not the attending health care professional or the health care professional's partner by following the procedures outlined in this notice. The Participant must submit a request for external review within 120 days after receipt of the claims denial to Blue Cross Blue Shield of Wyoming's appeals office. For a standard external review, a decision will be made within 45 days of receiving the request.

When filing a request for an external review, the Participant will be required to authorize the release of any medical records of the Participant that may be required to be reviewed for the purpose of reaching a decision on the external review.

1. Medical Necessity Denials

Expedited Review: The Participant may be entitled to an expedited review when his or her medical condition or circumstances required, and in any event within 24 hours, where:

- a. The timeframe for the completion of a standard review would seriously jeopardize the Participant's life or health or would jeopardize his or her ability to regain maximum function; or
- b. The Participant's claim concerns a request for an admission, availability of care, continued stay or health care service for which he or she received emergency services, but has not been discharged from a health care facility.

To request an external review or an expedited review, the Participant must submit the following completed documents that accompanied his or her claims denial: Request form, release for records, a health care professional's statement of medical necessity and any other documents necessary. The State of Wyoming requires a fee to be submitted with all external review requests as noted in the Notice of Appeal Rights.

The Participant's request must be received at Blue Cross Blue Shield of Wyoming, 4000 House Ave, PO Box 2266, Cheyenne, WY 82003-2266 within 120 days of the date on the Notice of Appeal Rights.

2. All Other Denials

Expedited Review: The Participant may be entitled to an expedited review when his or her medical condition or circumstances require it, and in any event within 24 hours, where:

- a. The timeframe for the completion of a standard review would seriously jeopardize the Participant's life or health or would jeopardize his or her ability to regain maximum function; or
- b. The Participant's claim concerns a request for an admission, availability of care, continued stay or health care service for which he or she received emergency services, but has not been discharged from a health care facility.

The Participant's request must be made in writing and sent to Blue Cross Blue Shield of Wyoming, 4000 House Ave, PO Box 2266, Cheyenne, WY 82003-2266 within 120 days of the date of the internal appeal denial. A fee will be required with submission of an external review request as noted in the Notice of Appeal Rights.

Y. WYOMING INSURANCE DEPARTMENT

Participants may also have rights under Wyoming Insurance law. For more information about those rights, Participants may write the following address or call the following phone number: Wyoming Insurance Department, 106 East 6th Ave, Cheyenne, WY 82002. (Phone: 1-800-438-5768)