

STATE MEDICARE PLUS \$1,000,000

Health Care Benefit Plan



WISCONSIN GROUP INSURANCE BOARD

DEPARTMENT OF EMPLOYEE TRUST FUNDS
P.O. Box 7931
801 West Badger Road
Madison, Wisconsin 53707-7931

GENERAL INFORMATION ABOUT YOUR PLAN

Your comprehensive health care benefit plan is provided by The State of Wisconsin for its EMPLOYEES and ANNUITANTS under the terms and conditions of the Group Master Plan Document on file with The State of Wisconsin.

All medical expenses covered under your health care benefit plan as described in this booklet are paid for by The State of Wisconsin. This Plan is administered by Wisconsin Physicians Service Insurance Corporation (WPS) under an agreement between The State of Wisconsin and WPS.

This booklet highlights the provisions of the Plan. Be sure to familiarize yourself with its contents, and keep it in a safe place where you can refer to it quickly when you need it.

This booklet explains how the Plan works: what it pays for, what is not covered, how to submit expenses and claim benefits. Every medical cost situation cannot be specifically described in this material.

In the event of a conflict between the CONTRACT and any applicable federal or state statute, administrative rule, or regulation; the statute, rule, or regulation will control.

This past year there has been some confusion about preauthorization and pre-certification. The following information is intended to help you better understand these topics. Medicare Plus \$1,000,000 does not require preauthorization or pre-certification.

Preauthorization – while you are not required to obtain preauthorization for any outpatient services, if you are concerned as to whether your service will be payable and at what cost, a preauthorization is recommended. More information appears in this booklet on page 41.

Pre-certification – Pre-certification, that is certification of inpatient hospitalizations, is managed by Value Care Programs and does not appear in your benefit booklet as it is not required.

If you have specific questions pertaining to coverage, please contact WPS at 1-800-634-6448. You can also visit us at the following locations:

WPS - Madison Office
1751 West Broadway
Madison, Wisconsin 53713

WPS - Appleton Office
1500 N. Casaloma Drive, Suite 202
Appleton, Wisconsin 54912

WPS - Eau Claire Office
2519 N. Hillcrest Parkway, Suite 200
Altoona, Wisconsin 54720

WPS - Milwaukee Office
111 W. Pleasant Street, Suite 110
Milwaukee, Wisconsin 53212

WPS - Wausau Office
1800 W. Bridge Street, Suite 200
Wausau, Wisconsin 54401

TABLE OF CONTENTS

COMPARISON OF OTHER STATE PLANS TO MEDICARE PLUS \$1,000,000.....	1
OUTLINE OF COVERAGE MEDICARE PLUS \$1,000,000	2
DEFINITIONS	5
MEDICARE PLUS \$1,000,000 PLAN	20
BENEFITS AVAILABLE	21
INPATIENT HOSPITAL SERVICES.....	21
OUTPATIENT HOSPITAL SERVICES.....	21
EXTENDED CARE SERVICES IN A LICENSED SKILLED NURSING FACILITY	21
PROFESSIONAL SERVICES and OTHER SERVICES.....	22
HOME CARE.....	25
1. Covered SERVICES.....	25
2. Limitations.....	26
HOSPICE CARE SERVICES.....	26
1. BENEFITS.....	26
2. Limitations FOR HOSPICE CARE SERVICES.....	27
Alcoholism, Drug Abuse and NERVOUS and MENTAL DISORDERS.....	28
1. INPATIENT HOSPITAL SERVICES.	28
2. OUTPATIENT HOSPITAL SERVICES.	28
3. TRANSITIONAL TREATMENT ARRANGEMENTS.	28
4. Alcoholism, Drug Abuse and NERVOUS OR MENTAL DISORDERS Maximum.	29
TRANSPLANTATIONS, IMPLANTATIONS and GRAFTING	30
1. BENEFITS.....	30
2. Exclusions.	32
AGGREGATE LIFETIME MAXIMUM BENEFIT LIMIT.....	34
WAITING PERIODS FOR PRE-EXISTING CONDITIONS	35
EXCLUSIONS	36
PRE-AUTHORIZATION	40
GENERAL PROVISIONS	41
CLAIM DETERMINATION AND GRIEVANCE PROCEDURE	45
Claim Review	45
EXPEDITED GRIEVANCE.....	45
Formal GRIEVANCE	45
RIGHTS AFTER GRIEVANCE	46

MISCELLANEOUS INFORMATION	49
How To File A Claim	49
MEDICARE Cross-Over	50
Provider Directory.....	50
Understanding Your Explanation of Benefits (EOB)	51

PHARMACY BENEFIT MANAGER (PBM) SCHEDULE OF BENEFITS - MEDICARE PLUS

\$1,000,000.....	54
1. Prescription Drugs and Insulin:	54
2. Annual Out-of-Pocket Maximum (The Amount You Pay for Your Level 1 and Level 2 Prescription Drugs and Insulin):.....	54
3. Disposable Diabetic Supplies and Glucometers:	55
4. Smoking Cessation:	55

COMPARISON OF OTHER STATE PLANS TO MEDICARE PLUS \$1,000,000

The change from the Standard/SMP to the Medicare Plus \$1,000,000 mainly involves a reduction in premium because Medicare will be paying a substantial portion of the health care costs. All plans are excellent, but there will be some additions and some loss in BENEFITS. The following are general examples of those differences.

Item	Standard/SMP	Medicare Plus \$1,000,000
Deductible	<p>Standard: \$100 per person, not to exceed \$200 per family in network; \$500 per person, not to exceed \$1,000 per family out of network</p> <p>SMP: \$100 per person, not to exceed \$200 per family per year</p>	No Deductible
Benefits	<p>Standard: Benefits are paid at either 100% or 80% depending on choice of in or out of network provider</p> <p>SMP: Benefits paid at 100%</p>	Plan pays Medicare Part A and B deductibles and other covered services
Routine Physical Exam	Covered	Covered subject to limitations - please see the benefit on page 25, paragraph 14.
Treatment of Alcoholism, Drug Abuse and Nervous and Mental Disorders (other than inpatient)	Limited to 90% up to \$2,000 annual maximum (maximum suspended for treatment of nervous and mental disorders)	Limited to 90% of the first \$2,000 each calendar year (including Medicare's payment) (maximum suspended for treatment of nervous and mental disorders)

OUTLINE OF COVERAGE MEDICARE PLUS \$1,000,000

Services and Supplies	Medicare Pays per Benefit Period	Medicare Plus \$1,000,000 Pays
Hospital Semiprivate room and board and miscellaneous hospital services and supplies such as drugs, x-rays, lab tests and operating room	First 60 days, all but \$1,068* 61st to 90th day, all but \$267* a day 91st to 150th day, all but \$534* a day (Lifetime Reserve)	Initial \$1,068* deductible \$267* a day \$534* a day
Skilled Nursing Facility** Medicare covered services in a Medicare Approved Facility**	Requires a 3-day period of hospital stay First 20 days, 100% of costs 21st - 100th days, all but \$133.50 a day Beyond 100 days, \$0	Requires a 3-day period of hospital stay Not Applicable \$133.50* a day All covered services. Custodial care is not covered.
Skilled Nursing Facility** (Non-Medicare Approved Facility) If admitted within 14 days following a hospital stay of at least 3 days	Covers only the same type of expenses normally covered by Medicare in a Medicare Approved Facility \$0	Covers only the same type of expenses normally covered by Medicare in a Medicare Approved Facility \$50/day for the 1 st 100 days. All covered services thereafter. (Note: if the patient is admitted within 24 hours after discharge from a general hospital, payment may be made in full for all covered services during the first 30 days.)

* Federal Medicare deductibles are adjusted annually. Amounts shown above are for 2009. Medicare Plus \$1,000,000 benefits are also adjusted annually to pay these deductibles.

** Custodial care as defined is not covered.

Services and Supplies	Medicare Pays per Benefit Period	Medicare Plus \$1,000,000 Pays
<p>Home Health Care**</p> <p>Under an approved plan of care, part-time services of an RN, LPN or home health aide; physical, respiratory, speech or occupational therapy; medical supplies, drugs, lab services and nutritional counseling</p>	<p>100% of charges for visits considered medically necessary by Medicare.</p> <p>Generally 5 visits per week for 2 to 3 weeks; or 4 or fewer visits per week as long as required</p>	Up to 365 visits per year
<p>Hospice Care</p> <p>Medicare certified program of terminal illness care for pain relief and symptom management. Includes: nursing care; physician services; physical, occupational and speech therapy; social worker services; home health aids; homemaker services; medical supplies. First 180 days and any Medicare approved extension</p>	All covered services	Not Applicable
Hospice Facility	Nothing	Up to the equivalent charges of a Skilled Nursing Facility
<p>Miscellaneous Services</p> <p>Physical, speech and occupational therapy; ambulance; prosthetic devices; durable medical equipment</p>	After annual \$135* Medicare deductible, 80% of allowable charges	Initial \$135* deductible and any reasonable charges not payable by Medicare
<p>Physician's Services</p> <p>Includes medical care, surgery, home and office calls, dental surgeons, anesthesiologists, etc.</p>	After annual \$135* Medicare deductible, 80% of allowable charges 31	Initial \$135* deductible and any reasonable charges not payable by Medicare

* Federal Medicare deductibles are adjusted annually. Amounts shown above are for 2009. Medicare Plus \$1,000,000 benefits are also adjusted annually to pay these deductibles.

** Custodial care as defined is not covered.

Services and Supplies	Medicare Pays per Benefit Period	Medicare Plus \$1,000,000 Pays
<p>Drugs and Biologicals (non-hospitalization)</p> <p>Immunosuppressive drugs during the first year following a covered transplant</p> <p>Self-administered drugs prescribed by a physician</p>	<p>After annual \$135* Medicare deductible, 80% of allowable charges</p> <p>Not Covered</p>	<p>Any reasonable charges not payable by Medicare</p> <p>Refer to Pharmacy Benefit Manager portion of booklet for pharmacy benefits</p>
<p>Outpatient Hospital Services</p> <p>In an emergency room or outpatient clinic, diagnostic lab and x-rays; medical supplies such as casts, splints, and drugs which cannot be self-administered</p>	<p>After the annual \$135* Medicare deductible, 80% of allowable charges</p>	<p>Initial \$135* deductible and any reasonable charges not payable by Medicare</p>
<p>Psychiatric Treatment</p> <p>Other than hospital inpatient</p>	<p>After the annual \$135* Medicare deductible, 50% of the allowable charges</p>	<p>Initial \$135* deductible and the amount, which combined with the Medicare benefit, equals 90% of the first \$2,000 of reasonable charges</p>
<p>Private Duty Nursing</p> <p>While hospitalized and provided by an RN or LPN</p>	<p>\$0</p>	<p>100% of reasonable charges</p>
<p>Blood</p>	<p>After annual \$135* Medicare deductible, 80% of costs except non-replacement fees (blood DEDUCTIBLE) 1st 3 pints in each benefit period</p>	<p>Initial \$135* deductible and any reasonable charges not payable by Medicare</p>

* Federal Medicare deductibles are adjusted annually. Amounts shown above are for 2009. Medicare Plus \$1,000,000 benefits are also adjusted annually to pay these deductibles.

** Custodial care as defined is not covered.

DEFINITIONS

The following terms, when used and capitalized in this HEALTH BENEFIT PLAN or any supplements, endorsements or riders, are defined as follows:

ADVERSE DETERMINATION means a determination that involves all of the following:

1. WPS reviewed an admission to, or continued stay in, a health care facility, the availability of care, or other TREATMENT that is described as a covered service.
2. Based on the information provided, WPS determined that the TREATMENT does not meet WPS requirements for MEDICAL NECESSITY, appropriateness, health care setting, level of care or effectiveness;
3. As a result, WPS reduced, denied, or terminated BENEFITS for the TREATMENT.

ANNUITANT means the following:

1. any retired EMPLOYEE of the State of Wisconsin who: (a) is receiving an immediate annuity under the Wisconsin Retirement System; or (b) is an EMPLOYEE who retires after 20 years of creditable service; or (c) is receiving a disability benefit under Wis. Stats. § 40.65;
2. any retired EMPLOYEE of a participating EMPLOYER who: (a) is receiving an immediate annuity under the Wisconsin Retirement System; or (b) is a person with 20 years of creditable service who is eligible for an immediate annuity but defers application; or (c) is a person receiving an annuity through a program administered by the DEPARTMENT under §. 40.19 (4) (a); or (4) is a person receiving a benefit under Wis. Stats § 40.65. For those local Employees who are over age 65, SMP does not apply.

BENEFITS mean payments for HOSPITAL SERVICES, EXTENDED CARE SERVICES, PROFESSIONAL SERVICES and OTHER SERVICES under the HEALTH BENEFIT PLAN. For purposes of the lifetime maximum benefit limit, BENEFITS shall include all payments under the prescription legend drug program.

BENEFIT PERIOD means the total duration of all successive CONFINEMENTS that are separated from each other by less than 60 days.

BIOLOGICALS means complex substances or products of organic or synthetic origin, other than food, depending for their action on the processes effecting immunity when used in immunization against or diagnosis and TREATMENT of disease or obtained or standardized by biological methods. Some examples are vaccines, serums, or antigens.

BOARD means the Group Insurance Board.

BONE MARROW TRANSPLANTATION means the mixing of blood and bone marrow from a PARTICIPANT or a compatible donor by means of multiple bone punctures performed under anesthesia and transplanted to the recipient.

CALENDAR YEAR means the period that starts with a PARTICIPANT'S initial EFFECTIVE DATE of coverage under this CONTRACT and ends on December 31 of such year. Each following CALENDAR YEAR shall start on January 1 of any year and end on December 31 of that year.

CHARGE means an amount for a HEALTH CARE SERVICE provided by a HEALTH CARE PROVIDER that is reasonable, as determined by WPS, when taking into consideration, among other factors determined by WPS, amounts charged by HEALTH CARE PROVIDERS for similar HEALTH CARE SERVICES when provided in the same general area under similar or comparable circumstances and amounts accepted by the HEALTH CARE PROVIDER as full payment for similar HEALTH CARE SERVICES. The term "area" means a county or other geographical area which WPS determines is appropriate to obtain a representative cross section of such amounts. For example, in some cases the "area" may be an entire state. In some cases the amount WPS determines as reasonable may be less than the amount billed. CHARGES for HOSPITAL or other institutional CONFINEMENTS are incurred on the date of admission. All others are incurred on the date the PARTICIPANT receives the HEALTH CARE SERVICE. CHARGE includes all taxes for which a PARTICIPANT can legally be charged, including but not limited to, sales tax.

In some cases WPS may determine that the HEALTH CARE PROVIDER or its agent didn't use the appropriate billing code to identify the HEALTH CARE SERVICE provided to a PARTICIPANT. WPS reserves the right to recodify and assign a different billing code to any HEALTH CARE SERVICES that WPS determines was not billed using the appropriate billing code, for example unbundled codes and unlisted codes.

COMPLICATION OF PREGNANCY means a condition needing medical TREATMENT before or after termination of pregnancy. The health condition must be diagnosed as distinct from pregnancy or as caused by it. Examples are: acute nephritis; cardiac decompensation; miscarriage; disease of the vascular, hemopoietic, nervous or endocrine systems; and similar conditions that can't be classified as a distinct COMPLICATION OF PREGNANCY but are connected with management of a difficult pregnancy. Also included are: terminated ectopic pregnancy, spontaneous termination that occurs during a pregnancy in which a viable birth is impossible, hyperemesis gravidarium, and preeclampsia.

CONFINEMENT means the period starting with a PARTICIPANT'S admission on an INPATIENT basis (more than 24 hours) to a GENERAL HOSPITAL, SPECIALTY HOSPITAL, LICENSED SKILLED NURSING FACILITY or EXTENDED CARE FACILITY for TREATMENT of an ILLNESS or INJURY. CONFINEMENT ends with the PARTICIPANT'S discharge from the same HOSPITAL or other facility. If a PARTICIPANT is transferred

to another HOSPITAL or other facility for continued TREATMENT of the same or related ILLNESS or INJURY, it's still just one confinement.

CONGENITAL means a condition, which exists at birth.

CONTRACT means this document, which includes all attachments, supplements, endorsements or riders.

CUSTODIAL CARE means that type of care, which is designed essentially to assist a person to meet or maintain activities of daily living. It does not entail or require the continuing attention of trained medical personnel such as registered nurses and licensed practical nurses. CUSTODIAL CARE includes those HEALTH CARE SERVICES which constitute personal care such as help in walking and getting in and out of bed; assistance in bathing, dressing, feeding, and using the toilet; preparation of special diets; and supervision of medication which usually can be self-administered. Care may also be custodial even though such care involves the use of technical medical skills. Notwithstanding the above, custodial care is also provision of room and board, nursing care, personal care or other care designed to assist an individual who, in the opinion of a PHYSICIAN, has reached the maximum level of recovery. CUSTODIAL CARE is provided to PARTICIPANTS who need a protected, monitored and/or controlled environment or who need help to support the essentials of daily living. CUSTODIAL CARE also includes rest cures, respite care, and home care provided by family members.

DEDUCTIBLE means a fixed dollar amount the PARTICIPANT must pay before the HEALTH BENEFIT PLAN will begin paying the CHARGES for BENEFITS.

DEPARTMENT means the Department of Employee Trust Funds.

DEPENDENT means the SUBSCRIBER'S:

1. Spouse;
2. Unmarried child;
3. Legal ward who becomes a legal ward of the SUBSCRIBER prior to age 19, but not a temporary ward;
4. Adopted child when placed in the custody of the parent as provided by Wis. Stats. § 632.896;
5. Stepchild;
6. Grandchild if the parent is a dependent child. The dependent grandchild will be covered until the end of the month in which the dependent child turns age 18.

A DEPENDENT child must be dependent on the SUBSCRIBER (or the other parent) for at least 50% of the child's support and maintenance as demonstrated by the support test for federal income tax purposes, whether or not the child is claimed.

A child born outside of marriage become a DEPENDENT of the father on the date of the court order declaring paternity or on the date the acknowledgment of paternity is filed with the Department of Health and Family Services or equivalent if the birth was outside of Wisconsin. The EFFECTIVE DATE of coverage will be the date of birth if a statement of paternity or a court order is filed within 60 days of the birth.

A spouse and a stepchild cease to be DEPENDENTS at the end of the month in which a marriage is terminated by divorce or annulment. Other children cease to be DEPENDENTS at the end of the CALENDAR YEAR in which they turn 19 years of age or cease to be dependent for support and maintenance, or at the end of the month in which they marry, whichever occurs first, except that:

1. A child age 19 or over who is a full-time student, if otherwise eligible (that is, continues to be a DEPENDENT for support and maintenance and is not married), cease to be a DEPENDENT: (a) at the end of the CALENDAR YEAR in which the child ceases to be a full-time student or in which the child turns age 25, whichever occurs first; or (b) at the end of the month in which the child marries.

Student status includes any intervening vacation period if the child continues to be a full-time student. As defined in Wis. Adm. Code § ETF 10.01 (5), student means a person who is enrolled in and attending an accredited institution, which provides a schedule of courses or classes and whose principal activity is the procurement of an education. Full-time status is defined by the institution in which the student is enrolled. Per the Internal Revenue Code, this includes elementary schools, junior and senior high schools, colleges, universities, and technical, trade, and mechanical schools. It does not include on-the-job training courses, correspondence schools and similar on-line programs, intersession courses (for example, courses during winter break), night schools and student commitments after the semester ends, such as student teaching. As required by Wis. Stat. § 632.895 (15), eligibility will continue up to one year when the DEPENDENT ceases to be a full-time student due to a medically necessary leave of absence.

2. A dependent child who is incapable of self-support because of a physical or mental disability that can be expected to be of long-continued or indefinite duration of at least one year is an eligible DEPENDENT, regardless of age, so long as the child remains so disabled if he or she is otherwise eligible (that is, the child meets the support tests as a DEPENDENT for federal income tax purposes and is not married). The PLAN will monitor mental or physical disability at least annually, terminating coverage prospectively upon determining the DEPENDENT is no longer so disabled, and will assist the DEPARTMENT in making a final determination if the SUBSCRIBER disagrees with the PLAN determination.

3. A child who is considered a DEPENDENT ceases to be a DEPENDENT on the date the child becomes covered under the PLAN as an eligible EMPLOYEE.
4. Any DEPENDENT eligible for BENEFITS will be provided BENEFITS based on the date of eligibility, not on the date of notification to the PLAN and/or pharmacy benefit manager.

DURABLE MEDICAL EQUIPMENT means an item which can withstand repeated use and is, as determined by WPS:

1. primarily used to serve a medical purpose with respect to an ILLNESS or INJURY;
2. generally not useful to a person in the absence of an ILLNESS or INJURY;
3. appropriate for use in the PARTICIPANT'S home; and
4. prescribed by a PHYSICIAN.

All requirements of this definition must be satisfied before an item can be considered to be DURABLE MEDICAL EQUIPMENT.

EFFECTIVE DATE means the date, as certified by the DEPARTMENT and shown on the records of the PLAN in which the PARTICIPANT becomes enrolled and entitled to the BENEFITS specified in this CONTRACT.

EMERGENCY MEDICAL CARE means HEALTH CARE SERVICES directly provided by a HEALTH CARE PROVIDER to treat a PARTICIPANT'S medical emergency. A medical emergency is a medical condition that manifests itself by acute symptoms of sufficient severity, including severe pain, to lead a reasonably prudent layperson to reasonably conclude that a lack of medical attention will likely result in any of the following:

1. Serious jeopardy to the PARTICIPANT'S health. With respect to a pregnant woman, it includes serious jeopardy to the unborn child.
2. Serious impairment to the PARTICIPANT'S bodily functions.
3. Serious dysfunction of one or more of the PARTICIPANT'S body organs or parts.

EMPLOYEE means an eligible EMPLOYEE of the State of Wisconsin as defined under Wis. Stats. § 40.02 (25), or an eligible EMPLOYEE as defined under Wis. Stats. § 40.02 (46) or 40.19 (4) (a), of an EMPLOYER as defined under Wis. Stats. § 40.02 (28), other than the State, which has acted under Wis. Stats. § 40.51 (7), to make health care coverage available to its EMPLOYEES.

EMPLOYER means the employing State agency or participating local government.

EXPEDITED GRIEVANCE means a grievance where any of the following applies:

1. the duration of the standard resolution process will result in serious jeopardy to the life or health of the PARTICIPANT or the ability of the PARTICIPANT to regain maximum function.
2. in the opinion of the PHYSICIAN with knowledge of the PARTICIPANT'S medical condition, the PARTICIPANT is subject to severe pain that cannot be adequately managed without the care of TREATMENT as an EXPEDITED GRIEVANCE.
3. a PHYSICIAN with knowledge of the PARTICIPANT'S medical condition determines that the GRIEVANCE shall be treated as an EXPEDITED GRIEVANCE.

EXPEDITED REVIEW means a situation where the standard EXTERNAL REVIEW process would jeopardize the PARTICIPANT'S life, health, or ability to regain maximum function.

EXPERIMENTAL/INVESTIGATIVE means, as determined by WPS' Corporate Medical Director, the use of any HEALTH CARE SERVICE for a PARTICIPANT'S ILLNESS or INJURY, that, at the time it is used, meets one or more of the following:

1. requires approval that has not been granted by the appropriate federal or other governmental agency such as, but not limited to, the federal Food and Drug Administration (FDA); or
2. isn't yet recognized as acceptable medical practice throughout the United States to treat that ILLNESS or INJURY.
3. is the subject of either: (1) a written investigational or research protocol; or (2) a written informed consent or protocol used by the treating facility in which reference is made to it being experimental, investigative, educational, for a research study, or posing an uncertain outcome, or having an unusual risk; or (3) an ongoing phase I, II or III clinical trial, except as required by law; or (4) an ongoing review by an Institutional Review Board (IRB); or
4. doesn't have either: (1) the positive endorsement of national medical bodies or panels, such as the American Cancer Society; or (2) multiple published peer review medical literature articles, such as the Journal of the American Medical Association (J.A.M.A.), concerning such treatment, service or supply and reflecting its recognition and reproducibility by non-affiliated sources we determine to be authoritative.

The criteria that WPS uses for determining whether a HEALTH CARE SERVICE is considered to be EXPERIMENTAL/INVESTIGATIVE and, therefore, not covered for a particular ILLNESS or INJURY include, but are not limited to:

1. whether the HEALTH CARE SERVICE is commonly performed or used on a widespread geographic basis;

2. whether the HEALTH CARE SERVICE is generally accepted to treat that ILLNESS or INJURY by the medical profession in the United States;
3. the failure rate and side effects of the HEALTH CARE SERVICE;
4. whether other, more conventional methods of treating the ILLNESS OR INJURY have first been exhausted by the PARTICIPANT;
5. whether the HEALTH CARE SERVICE is MEDICALLY NECESSARY;
6. whether the HEALTH CARE SERVICE is recognized as not EXPERIMENTAL or INVESTIGATIVE by MEDICARE, Medicaid and other third party payers (including insurers and self-funded plans).

EXTENDED CARE FACILITY means the same as it does under MEDICARE.

EXTENDED CARE SERVICES means those SERVICES defined under MEDICARE and covered by MEDICARE in a MEDICARE certified EXTENDED CARE FACILITY which include: SKILLED NURSING CARE; accommodations provided in connection with the furnishing of SKILLED NURSING CARE; physical, occupational or speech therapy furnished or arranged by the EXTENDED CARE FACILITY; medical social SERVICES; prescription drugs prescribed by a PHYSICIAN and required to be administered by a professional provider and BIOLOGICALS (including whole blood and packed red blood cells) which are determined by WPS to be medically recognized as being used in the TREATMENT of an ILLNESS or INJURY; MEDICAL SUPPLIES, appliances and DURABLE MEDICAL EQUIPMENT used in and furnished by the EXTENDED CARE FACILITY for the care and TREATMENT of INPATIENTS; MEDICAL SERVICES of interns and residents-in-training under an approved teaching program of a HOSPITAL with which the facility has in effect a transfer agreement; and other diagnostic or therapeutic SERVICES and supplies provided by a HOSPITAL with which the EXTENDED CARE FACILITY has in effect a transfer agreement.

EXTERNAL REVIEW means a review of WPS' decision conducted by an INDEPENDENT REVIEW ORGANIZATION.

FAMILY COVERAGE means coverage applies to a SUBSCRIBER, his/her spouse, and his/her eligible dependent children, provided the SUBSCRIBER properly enrolled for family coverage under the Plan.

GENERAL HOSPITAL means an institution, which is licensed as a HOSPITAL which is accredited by the Joint Commission on Accreditation of Hospitals providing 24-hour continuous HEALTH CARE SERVICES to confined patients. Its chief function must be to provide diagnostic and therapeutic facilities for the surgical and medical diagnosis, TREATMENT and care of injured or sick persons. A professional staff of PHYSICIANS and surgeons must provide or supervise its HEALTH CARE SERVICES. It must provide general hospital and major surgical facilities and HEALTH CARE SERVICES. It can't be:

1. a convalescent or EXTENDED CARE FACILITY unit within or affiliated with the HOSPITAL;
2. a clinic;
3. a nursing, rest or convalescent home, or EXTENDED CARE FACILITY;
4. an institution operated mainly for care of the aged or for TREATMENT of mental disease, drug addiction or alcoholism; or
- e. a sub-acute care center, health resort, spa or sanitarium.

GRAFTING means the implanting or transplanting of any tissue or organ.

GRIEVANCE means any dissatisfaction with the provision of WPS' HEALTH CARE SERVICES or claims practices that is expressed in writing to WPS by, or on behalf of, the PARTICIPANT.

GUIDELINES means guidelines for comprehensive major medical plans seeking Group Insurance Board approval to participate under the State of Wisconsin Group Health Benefit Program.

HEALTH BENEFIT PLAN/PLAN means the part of this CONTRACT that provides BENEFITS for HEALTH CARE SERVICES, as described in Sections I. through XIV.

HEALTH CARE PROVIDER means any person, institution or other entity licensed by the state in which he/she is located to provide HEALTH CARE SERVICES covered by the PLAN to a PARTICIPANT within the lawful scope of his/her license.

HEALTH CARE SERVICES means TREATMENT, services, procedures, drugs or medicines, devices or supplies directly provided to a PARTICIPANT and covered under the PLAN, except to the extent that such TREATMENT, services, procedures, drugs or medicines, devices or supplies are limited or excluded under the PLAN.

HOME CARE means HEALTH CARE SERVICES provided to a PARTICIPANT in his/her home under a written home care plan. The attending PHYSICIAN must set up the home care plan. Such plan must be approved in writing by that PHYSICIAN. He/she must review it at least every two months; but this can be less frequent if he/she decides longer intervals are enough and WPS agrees.

HOSPICE CARE means HEALTH CARE SERVICES provided to a terminally ill PARTICIPANT in order to ease pain and to make a PARTICIPANT as comfortable as possible. HOSPICE CARE must be provided by or coordinated by a MEDICARE certified HOSPICE CARE facility under a HOSPICE CARE program.

HOSPITAL means a GENERAL HOSPITAL and a SPECIALTY HOSPITAL.

HOSPITAL SERVICES means ROOM ACCOMMODATIONS and all SERVICES, equipment, medications and supplies that are furnished, provided by and used in the HOSPITAL or EXTENDED CARE FACILITY to which the PARTICIPANT is admitted as a registered patient.

ILLNESS means a PHYSICAL ILLNESS, alcoholism, drug abuse or NERVOUS OR MENTAL DISORDER. All ILLNESS existing simultaneously are considered one ILLNESS. Successive periods of ILLNESS due to the same or related causes are considered one ILLNESS. An ILLNESS is deemed terminated:

1. in the case of a PARTICIPANT, upon the resumption of all duties of his/her occupation on a full time basis for at least 30 consecutive days.
2. in the case of a DEPENDENT, upon the resumption in full of normal activities for at least 30 consecutive days.
3. in any event, when, after a PARTICIPANT receives any medical or HOSPITAL TREATMENT or care (whether or not payable under this CONTRACT), a period of at least 30 consecutive days intervene before the PARTICIPANT again receives TREATMENT or care.

IMMEDIATE FAMILY means the PARTICIPANT'S spouse, children, parents, grandparents, brothers and sisters and their own spouses.

IMPLANTATION means the insertion of an organ, tissue, prosthetic or other device in the body.

INCIDENTAL: associated SERVICES or items which are integral to the performance of another SERVICE or item, or which does not add significant time or effort to the other SERVICE or item.

INDEPENDENT REVIEW ORGANIZATION means an entity approved by the Office of the Commissioner of Insurance to review WPS' decisions.

INJURY means bodily damage caused by an accident. The bodily damage must result from the accident directly and independently of all other causes. An accident caused by chewing resulting in damage to a PARTICIPANT'S teeth is not considered an INJURY.

INPATIENT means when a PARTICIPANT admitted as a bed patient to a health care facility.

LAYOFF means the same as "leave of absence" as defined under Wis. Stats. § 40.02 (40).

LICENSED SKILLED NURSING FACILITY means a skilled nursing facility licensed as a skilled nursing facility by the state in which it is located. The facility must be staffed,

maintained and equipped to provide these skilled nursing services continuously: observation and assessment; care; restorative and activity programs. These must be under professional direction and medical supervision as needed.

MAINTENANCE THERAPY means ongoing therapy delivered after the acute phase of an illness has passed. It begins when a patient's recovery has reached a plateau or improvement in his/her condition has slowed or ceased entirely and only minimal rehabilitative gains can be demonstrated. The determination of what constitutes MAINTENANCE THERAPY is made by WPS after reviewing an individual's case history or TREATMENT plan submitted by a provider.

MATERNITY SERVICES means PROFESSIONAL SERVICES for pre- and post-natal care. This includes: laboratory procedures; delivery of the newborn; caesarean sections; and care for miscarriages.

MEDICALLY NECESSARY means a HEALTH CARE SERVICE directly provided to a PARTICIPANT by a HOSPITAL, PHYSICIAN or other HEALTH CARE PROVIDER that is required to identify or treat a PARTICIPANT'S ILLNESS or INJURY and which is, as determined by WPS:

1. consistent with the symptom(s) or diagnosis and TREATMENT of the PARTICIPANT'S ILLNESS or INJURY;
2. appropriate under the standards of acceptable medical practice to treat that ILLNESS or INJURY;
3. not solely for the convenience of the PARTICIPANT, PHYSICIAN, HOSPITAL or other HEALTH CARE PROVIDER;
4. the most appropriate HEALTH CARE SERVICE which can be safely provided to the PARTICIPANT and accomplishes the desired end result in the most economical manner and supported by information contained in a PARTICIPANT'S medical record or from other relevant sources.

The fact that a PHYSICIAN or OTHER HEALTH CARE PROVIDER has prescribed, ordered, or recommended or approved a HEALTH CARE SERVICE does not in itself make it MEDICALLY NECESSARY or otherwise eligible for payment.

MEDICAL SERVICES means PROFESSIONAL SERVICES recognized by doctors of medicine in the TREATMENT of ILLNESS or INJURY. Not included are: MATERNITY SERVICES; surgery; anesthesiology; pathology; and radiology.

MEDICAL SUPPLIES means items that are, as determined by WPS:

1. primarily used to treat an ILLNESS or INJURY;
2. generally not useful to a person in the absence of an ILLNESS or INJURY;

3. the most appropriate items which can safely be provided to a PARTICIPANT and accomplish the desired end result in the most economical manner; and
4. prescribed by a PHYSICIAN. The item's primary function must not be for comfort or convenience.

MEDICARE means benefits available under Title XVIII of the Social Security Act of 1965, as amended.

MISCELLANEOUS HOSPITAL EXPENSE means the CHARGES for regular HOSPITAL expenses (but not room and board, nursing services, and ambulance services) covered under the PLAN for TREATMENT of an ILLNESS or INJURY requiring either inpatient hospitalization or outpatient HEALTH CARE SERVICES at a HOSPITAL. For outpatient HEALTH CARE SERVICES, this includes CHARGES for use of the HOSPITAL'S emergency room and for EMERGENCY MEDICAL CARE provided to a PARTICIPANT at the HOSPITAL. MISCELLANEOUS HOSPITAL EXPENSES include take-home drugs.

MORBID OBESITY/MORBIDLY OBESE means when a PARTICIPANT has a five year history of a Body Mass Index (BMI) greater than 35. Body Mass Index is defined as the PARTICIPANT'S weight in kilograms divided by the square of their height in meters. A PHYSICIAN must define MORBID OBESITY utilizing the method stated in this definition.

NERVOUS OR MENTAL DISORDER means any condition classified as a neurosis, psychoneurosis, psychopathy or psychosis.

ORAL SURGERY means an operative procedure to correct a problem in the oral cavity.

OTHER COVERAGE means any group or franchise contract, policy, plan or program of prepaid service care or insurance arranged through any employer, trustee, union or association including, but not limited to, disability, health and accident or sickness care coverage, or the medical payments provisions of an automobile insurance policy, any or all of which would provide BENEFITS for medical care of any nature either on a service or expense incurred basis if this CONTRACT was not in effect.

OTHER SERVICES means those SERVICES, if any, specified in this CONTRACT other than HOSPITAL SERVICES and PROFESSIONAL SERVICES.

OUT-OF-POCKET LIMIT means the total amount of DEDUCTIBLE and COINSURANCE that a PARTICIPANT must pay each CALENDAR YEAR.

OUTPATIENT means when a PARTICIPANT who is admitted as a non-bed patient to receive HOSPITAL services.

PARTICIPANT means an EMPLOYEE or ANNUITANT, or any of his/her DEPENDENTS, eligible for MEDICARE for whom proper application for MEDICARE PLUS \$1,000,000 coverage has been made and for whom the appropriate PREMIUM has been paid.

PHYSICAL ILLNESS means a disturbance in a function, structure or system of the human body which causes one or more physical signs and/or symptoms and which, if left untreated, will result in deterioration of the health state of the function, structure or system of the human body. PHYSICAL ILLNESS includes pregnancy and COMPLICATIONS OF PREGNANCY. PHYSICAL ILLNESS does not include ALCOHOLISM, DRUG ABUSE, or a NERVOUS OR MENTAL DISORDER.

PHYSICIAN means a person who received a degree in medicine from an accredited college or university and is a medical doctor or surgeon licensed by the state in which he/she is located and provides HEALTH CARE SERVICES while he/she is acting within the lawful scope of his/her license. A PHYSICIAN is limited to the following:

1. Doctor of Medicine (M.D.);
2. Doctor of Osteopathy (O.S.);
3. Doctor of Dental Surgery (D.D.S.);
4. Doctor of Dental Medicine (D.D.M.);
5. Doctor of Surgical Chiropody (D.S.C.);
6. Doctor of Podiatric Medicine (D.P.M.);
7. Doctor of Optometry (O.D.);
8. Doctor of Chiropractic (D. C.).

When required by law to cover the HEALTH CARE SERVICES of any other licensed medical professional under this CONTRACT, a PHYSICIAN also includes such other licensed medical professional who: (1) is licensed by the state in which he/she is located; (2) is acting within the lawful scope of his/her license; and (3) provides a HEALTH CARE SERVICE which WPS determines is a covered expense under the PLAN.

POSTOPERATIVE CARE means the medical observation and care of a PARTICIPANT necessary for recovery from a covered surgical procedure and received within 30 days following the date of surgery. Medical observation and care received by the PARTICIPANT after this 30-day period ends is not POSTOPERATIVE CARE.

PREMIUM means the rates as determined by the Group Insurance Board plus the administration fees required by the BOARD. These rates may be revised by the plan annually, effective on each succeeding January 1 following the EFFECTIVE DATE of this CONTRACT.

PREOPERATIVE CARE means the medical evaluation of a PARTICIPANT prior to a covered surgical procedure. It is the immediate preoperative visit in the HOSPITAL or

elsewhere necessary for the physical examination of the PARTICIPANT, the review of the PARTICIPANT'S medical history and the assessment of laboratory, x-ray and other diagnostic studies. It does not include other procedures done prior to the covered surgical procedure.

PROFESSIONAL SERVICES means HEALTH CARE SERVICES directly provided to a PARTICIPANT by a PHYSICIAN of the PARTICIPANT'S choice to treat his/her ILLNESS or INJURY. Such HEALTH CARE SERVICES include HEALTH CARE SERVICES provided by a certified registered nurse anesthetist, registered or licensed practical nurse, laboratory/x-ray technician and physician assistant provided such person is lawfully employed by the supervising PHYSICIAN or the facility where the HEALTH CARE SERVICE is provided, and he/ she provides an integral part of the supervising PHYSICIAN'S PROFESSIONAL SERVICES while the PHYSICIAN is present in the facility where the HEALTH CARE SERVICE is provided. With respect to such HEALTH CARE SERVICES provided by a registered nurse or licensed practical nurse, laboratory/x-ray technician and physician assistant, such HEALTH CARE SERVICES must be billed by the supervising PHYSICIAN or the facility where the HEALTH CARE SERVICE is provided.

ROOM ACCOMMODATIONS means bed and room including nursery care, meals and dietary SERVICES and general nursing SERVICES provided to an INPATIENT.

SELF-ADMINISTERED INJECTABLE means an injectable that is administered subcutaneously and can be safely self-administered by the PARTICIPANT and is obtained by prescription. This does not include those drugs delivered via IM (intramuscular), IV (intravenous) or IA (intraarterial) injections or any drug administered through infusion.

SERVICES means HOSPITAL SERVICES, MATERNITY SERVICES, MEDICAL SERVICES, OTHER SERVICES, PROFESSIONAL SERVICES, SURGICAL SERVICES, or any other service directly provided to a PARTICIPANT by a HEALTH CARE PROVIDER, as determined by WPS.

SINGLE COVERAGE means coverage applies only to a SUBSCRIBER. To be covered, an eligible EMPLOYEE must be properly enrolled and approved for coverage under the PLAN.

SKILLED NURSING CARE means HEALTH CARE SERVICES furnished on a PHYSICIAN'S orders which requires the skills of professional personnel such as a registered or licensed practical nurse and is provided either directly by or under the direct supervision of such professional personnel.

SMP means State Maintenance Plan.

SPECIALTY HOSPITAL means a short-term SPECIALTY HOSPITAL approved by WPS and the State, licensed and accepted by the appropriate State or regulatory agency to provide diagnostic SERVICES and TREATMENT for patients who have specified medical

conditions. Such short-term SPECIALTY HOSPITALS include, for example, psychiatric, alcoholism and drug abuse, orthopedic and rehabilitative hospitals.

STANDARD PLAN means this CONTRACT excluding SMP, Wisconsin Public Employers and Medicare Plus \$1,000,000 coverage.

SUBSCRIBER means an EMPLOYEE, ANNUITANT, or his/her surviving DEPENDENTS who have been specified by the DEPARTMENT to the PLAN for enrollment and who is entitled to BENEFITS.

SUPPLIES mean medical supplies, durable medical equipment or other supplies directly provided to a PARTICIPANT by a HEALTH CARE PROVIDER, as determined by WPS.

SUPPORTIVE CARE means HEALTH CARE SERVICES provided to a PARTICIPANT whose recovery has slowed or ceased entirely, and only minimal rehabilitative gains can be demonstrated with continuation of such HEALTH CARE SERVICES.

SURGICAL SERVICES means an operative procedure performed by a PHYSICIAN and that is recognized by WPS for TREATMENT of an ILLNESS or INJURY. Such services must improve or restore bodily function. Such services include sterilization procedures, PREOPERATIVE CARE and POSTOPERATIVE CARE, legal abortions. Such services do not include the reversal of a sterilization procedure, ORAL SURGERY SERVICES or MATERNITY SERVICES.

TRANSITIONAL TREATMENT ARRANGEMENTS means SERVICES more intensive than OUTPATIENT visits but less intensive than an overnight stay in the HOSPITAL. Most often, transitional care will be rendered in a day treatment program that provides successive hours of therapy. We cover transitional SERVICES in the following settings:

1. A certified Adult Mental Health Day Treatment Program as defined in HFS 61.75 Wis. Admn. Code.
2. A certified Child/Adolescent Mental Health Day Treatment Program as defined as HFS 40.04 Wis. Adm. Code.
3. A certified AODA Day Treatment Program as defined in HFS 75.12(1) and (2) Wis. Adm. Code.
4. A certified Community Support Program as defined in HFS 63.03 Wis. Adm. Code.
5. A certified Residential AODA Treatment Program as defined in HFS 75.14(1) and (2) Wis. Adm. Code.

6. Intensive outpatient programs for the TREATMENT of substance abuse disorders provided in accordance with the criteria established by the American Society of Addiction Medicine.
7. SERVICES provided by a program certified under HFS 34.03 and provided in accordance with subchapter III HFS34 for the period of time the person is experiencing a mental health crisis until the person is stabilized or referred to other providers for stabilization.
8. Out of state SERVICES and programs that are substantially similar to (1), (2), (3), (4) and (5) if the provider is in compliance with similar requirements of the state in which the health care provider is located.

TRANSPLANTATION means GRAFTING of tissue or organ, including parts or substances from the same body or from another body.

TREATMENT means management and care directly provided to a PARTICIPANT by a PHYSICIAN or other HEALTH CARE PROVIDER for the diagnosis, remedy, therapy, combating, or the combination thereof, of an ILLNESS or INJURY, as determined by WPS.

WISCONSIN PHYSICIANS SERVICE INSURANCE CORPORATION/WPS means the entity acting as the health claims administrator under the terms of an Administrative Services Agreement with the Board.

MEDICARE PLUS \$1,000,000 PLAN

The Medicare Plus \$1,000,000 plan is designed to supplement, not duplicate, BENEFITS available under MEDICARE. It is designed for ANNUITANTS and their DEPENDENTS and is not available to active EMPLOYEES or their DEPENDENTS.

All persons must enroll for MEDICARE - both Part A HOSPITAL and Part B Medical when first eligible. Otherwise, your state group coverage is subject to cancellation without reinstatement. (This provision is delayed only for active EMPLOYEES, their spouses and their dependent children, until the EMPLOYEE terminates State employment.)

MEDICARE becomes available at age 65, or after Social Security disability benefits have been received for 24 months, or for those who have chronic kidney disease.

Your Medicare Plus \$1,000,000 coverage will terminate under the following conditions:

1. If you decide to cancel your Medicare Plus \$1,000,000 coverage while still an ANNUITANT. You must submit a written signed request to the DEPARTMENT.
2. If your Medicare Plus \$1,000,000 coverage terminates for any reason other than voluntary cancellation, BENEFITS will continue for any ILLNESS or INJURY previously covered by the CONTRACT. This extension will be effective until the end of the SPELL OF ILLNESS.
3. If your eligibility for inclusion under the State of Wisconsin's group health coverage plan ceases, your Medicare Plus \$1,000,000 group coverage will be null and void on the last day of the same month. You may then continue coverage by making payment directly to WPS for the applicable Medicare Supplement policy then being issued. Continuous coverage depends on the fulfillment of the direct pay contract requirements, conditions and premium rates.
4. Failure to pay PREMIUMS timely when billed will result in cancellation of coverage with no opportunity to reinstate.

This booklet describes the benefit provisions. Additional information may be obtained from:

1. State EMPLOYEES health plan booklet - "Standard Plan - Health Care Benefit Plan" or "State Maintenance Plan - Health Care Benefit Plan", both published for the DEPARTMENT by WPS.
2. "Your Medicare Handbook" published by the Social Security Administration; and
3. "It's Your Choice" brochure published every October by the DEPARTMENT.

BENEFITS AVAILABLE

Except as excluded in this Section and Sections "Exclusions" and "General Conditions", BENEFITS are payable for CHARGES for the following SERVICES and supplies on or after the EFFECTIVE DATE according to the terms, conditions and provisions of this CONTRACT, if those SERVICES and supplies are consistent with and MEDICALLY NECESSARY for the admission, diagnosis and TREATMENT of the PARTICIPANT, as determined by WPS.

INPATIENT HOSPITAL SERVICES

HOSPITAL SERVICES for other than Alcoholism, Drug Abuse and NERVOUS OR MENTAL DISORDERS are payable at 100% of the CHARGES for a maximum of 120 days during any one BENEFIT PERIOD less the number of days specified under MEDICARE for INPATIENT HOSPITAL SERVICES.

However, if the PARTICIPANT occupies a private room, CHARGES for ROOM ACCOMMODATIONS are limited to the HOSPITAL'S average regular per diem CHARGES for all of its two bed ROOM ACCOMMODATIONS.

OUTPATIENT HOSPITAL SERVICES

HOSPITAL SERVICES for an OUTPATIENT are payable at 100% of the CHARGES for:

1. first aid emergency care;
2. surgical procedures;
3. x-ray or laboratory examinations; and
4. x-ray, radium and radioactive isotope therapy.

EXTENDED CARE SERVICES IN A LICENSED SKILLED NURSING FACILITY

BENEFITS are payable for CHARGES for INPATIENT EXTENDED CARE SERVICES if:

1. A PARTICIPANT receives care in a MEDICARE approved EXTENDED CARE FACILITY and remains under continuous active medical supervision provided the PARTICIPANT was a HOSPITAL INPATIENT for at least three days prior to

CONFINEMENT in an EXTENDED CARE FACILITY for up to a maximum of 120 days per BENEFIT PERIOD; or

2. A PARTICIPANT receives care in a Non-MEDICARE approved EXTENDED CARE FACILITY and remains under continuous active medical supervision;
 - a. If transferred 24 hours of release from a HOSPITAL, this CONTRACT will pay the maximum daily rate established for SKILLED NURSING CARE in that facility by the Department of Health and Family Services for purposes of reimbursement under the Medical Assistance Program under Wis. Stats. § 49.45 to 49.47. BENEFITS are payable for such care at that facility up to 30 days per CONFINEMENT. BENEFITS are payable only if the attending PHYSICIAN certifies that the SKILLED NURSING CARE is MEDICALLY NECESSARY. The PHYSICIAN must recertify this every seven days. BENEFITS are not payable for essentially domiciliary or CUSTODIAL CARE, or care which is available to the PARTICIPANT without CHARGE or under a governmental health care program (other than a program provided under Chapter 49, Wisconsin Statutes). CHARGES for days 31-100 of CONFINEMENT during a BENEFIT PERIOD are limited to \$50.00 per day. All covered SERVICES thereafter are payable for an additional 20 days of confinement per BENEFIT PERIOD. In no event are benefits payable for more than a maximum of 120 days of confinement per BENEFIT PERIOD. CUSTODIAL CARE as defined is not covered.
 - b. If transferred within 14 days following CONFINEMENT of at least three consecutive days in a HOSPITAL, CHARGES for the first 100 days of CONFINEMENT during a BENEFIT PERIOD are limited to \$50.00 per day. All covered SERVICES thereafter, subject to the maximum benefit of 120 days of confinement per BENEFIT PERIOD. CUSTODIAL CARE as defined is not covered.

PROFESSIONAL SERVICES and OTHER SERVICES

Except as otherwise specifically provided, BENEFITS for CHARGES for PROFESSIONAL SERVICES and OTHER SERVICES are payable at 100% of the CHARGES for:

1. Cataract lenses following cataract surgery.
2. Chemotherapy.
3. INPATIENT private duty skilled nursing SERVICES.
4. ORAL SURGERY SERVICES and associated diagnostic x-rays, but excluding extraction of teeth other than by surgery, root canal procedures, dental implants, filling, capping, recapping or other routine repair or maintenance of teeth. ORAL

SURGERY SERVICES include total extraction or total replacement of natural teeth when necessitated by an INJURY. SERVICES must occur while the PARTICIPANT is entitled to BENEFITS. A dental repair method, other than extraction and replacement, may be considered if approved by WPS before the SERVICE is performed.

5. CHARGES for BIOLOGICALS, and prescription drugs required to be administered by a professional provider during an office visit with a PHYSICIAN for TREATMENT of an ILLNESS or INJURY.
6. Physical, speech and occupational therapy when necessitated by an ILLNESS or INJURY, by a registered physical, speech or occupational therapist other than one whom ordinarily resides in the PARTICIPANT'S home or who is a member of the PARTICIPANT'S family, when recommended by a PHYSICIAN.
7. Oxygen and rental of equipment for its administration.
8. Professional licensed ambulance SERVICE necessary to transport a PARTICIPANT to or from a HOSPITAL. SERVICES include a substitute means of transportation in medical emergencies or other extraordinary circumstances where professional licensed ambulance SERVICE is unavailable and such transportation is substantiated by a PHYSICIAN as being MEDICALLY NECESSARY.
9. TREATMENT of Temporomandibular Disorders. Covers diagnostic procedures and prior authorized MEDICALLY NECESSARY surgical or non-surgical TREATMENT for the correction of temporomandibular disorders, if all of the following apply:
 - a. A CONGENITAL, developmental or acquired deformity, disease or INJURY caused the condition.
 - b. The procedure or device is reasonable and appropriate for the diagnosis or TREATMENT of the condition under the accepted standards of the profession of the health care provider rendering the SERVICE.
 - c. The purpose of the procedure or device is to control or eliminate infection, pain, disease or dysfunction.

This includes coverage of non-surgical TREATMENT, including intraoral splint therapy, but does not include coverage for cosmetic or elective orthodontic, periodontic or general dental care. Benefits for diagnostic procedures and non-surgical TREATMENT will be payable up to \$1,250.00 per contract year.
10. MEDICAL SUPPLIES prescribed by a PHYSICIAN. BENEFITS are payable only if WPS approves the supply as being appropriate for a PARTICIPANT'S medical condition.

- 11.** Rental of or, at the option of WPS, purchase of DURABLE MEDICAL EQUIPMENT such as, but not limited to: wheelchairs, hospital type beds and artificial respiration equipment. When the equipment is purchased, BENEFITS are payable for subsequent repairs necessary to restore the equipment to a serviceable condition. Routine periodic maintenance and replacement of batteries are not covered.

- 12.** OUTPATIENT cardiac rehabilitation SERVICES. SERVICES must be approved by WPS and provided in an OUTPATIENT department of a HOSPITAL, in a medical center or clinic program. This BENEFIT applies only to PARTICIPANTS with a recent history of:
 - a.** a heart attack (myocardial infarction);
 - b.** coronary bypass surgery;
 - c.** onset of angina pectoris;
 - d.** heart valve surgery;
 - e.** onset of decubital angina;
 - f.** onset of unstable angina; or
 - g.** percutaneous transluminal angioplasty.

BENEFITS are payable only for eligible PARTICIPANTS who begin an exercise program immediately following their HOSPITAL CONFINEMENT for one of the conditions shown above. BENEFITS are limited to CHARGES for up to 78 sessions beginning with the first session in the supervised and monitored OUTPATIENT exercise program. Immediately is defined as commencing within three months following the date of service of the procedure. This time frame may be extended if individual circumstances warrant and are documented as MEDICALLY NECESSARY.

BENEFITS are not payable for behavioral or vocational counseling. The BENEFIT limit stated above is available following a subsequent period of hospitalization for any of the conditions listed in this paragraph. No other BENEFITS for OUTPATIENT cardiac rehabilitation SERVICES are available under this CONTRACT.

- 13.** BENEFITS are payable for CHARGES for home attendance and care recommended by the attending PHYSICIAN and provided by other than a registered or licensed practical nurse or a member of the PARTICIPANT'S family. The maximum BENEFIT limit is 150 days at \$10.00 per day during the lifetime of the PARTICIPANT while that PARTICIPANT is covered under the CONTRACT.

14. BENEFITS are payable for CHARGES for initial preventive physical examination. This is defined as PHYSICIAN SERVICES consisting of a physical examination (including measurement of height, weight and blood pressure, and an electrocardiogram) with the goal of health promotion and disease detection; includes education, counseling, and referrals for specified screening SERVICES and other preventive SERVICES. It does not include clinical laboratory tests. Any payable preventative exam must be performed no later than six months after the PARTICIPANT'S initial coverage date in accordance with the requirements under Part B of MEDICARE.
15. Custom-molded orthotics prescribed by a physician.
16. immunizations including, but not limited to, the following: diphtheria; pertussis; tetanus; polio; measles; mumps; rubella; hemophilus influenza B; hepatitis B; and varicella.

HOME CARE

1. Covered SERVICES.

This subsection applies only if CHARGES for HOME CARE SERVICES are not covered elsewhere under this CONTRACT. A Department licensed or MEDICARE certified home health agency or certified rehabilitation agency must provide or coordinate the SERVICES. A PARTICIPANT should make sure the agency meets this requirement before SERVICES are provided. BENEFITS are payable for CHARGES for the following SERVICES when MEDICALLY NECESSARY for TREATMENT:

- a. Part time or intermittent home nursing care by or under supervision of a registered nurse;
- b. Part time or intermittent home health aide SERVICES when MEDICALLY NECESSARY as part of the HOME CARE plan. The SERVICES must consist solely of care for the patient. A registered nurse or medical social worker must supervise them;
- c. Physical, respiratory, occupational or speech therapy;
- d. MEDICAL SUPPLIES, prescription drugs and BIOLOGICALS prescribed by a PHYSICIAN required to be administered by a professional provider; laboratory SERVICES by or on behalf of a HOSPITAL, if needed under the HOME CARE plan. These items are covered to the extent they would be if the PARTICIPANT had been hospitalized;
- e. Nutrition counseling provided or supervised by a registered dietician;

- f. Evaluation of the need for a HOME CARE plan by a registered nurse, physician extender or medical social worker. The PARTICIPANT'S attending PHYSICIAN must request or approve this evaluation.

2. Limitations.

The following limits apply to HOME CARE SERVICES:

- a. HOME CARE isn't covered unless the PARTICIPANT'S attending PHYSICIAN certifies that: (a) hospitalization or CONFINEMENT in a LICENSED SKILLED NURSING FACILITY would be needed if the PARTICIPANT didn't have HOME CARE; and (b) members of the PARTICIPANT'S IMMEDIATE FAMILY or others living with the PARTICIPANT couldn't give the PARTICIPANT the care and TREATMENT he/she needs without undue hardship;
- b. If the PARTICIPANT was hospitalized just before HOME CARE started, the PARTICIPANT'S PHYSICIAN during his/her HOSPITAL stay must also approve the HOME CARE plan;
- c. BENEFITS are payable for CHARGES for up to 365 HOME CARE visits in any 12 month period per PARTICIPANT. Each visit by a person providing SERVICES under a HOME CARE plan, evaluating the PARTICIPANT'S need or developing a plan counts as one visit. Each period of up to four straight hours in a 24-hour period of home health aide SERVICE counts as one HOME CARE visit.
- d. If HOME CARE is covered under two or more health insurance CONTRACTS or plans, coverage is payable under only one of them. The same is true if the PARTICIPANT has HOME CARE coverage under this CONTRACT and another source;
- e. The maximum weekly BENEFIT for this coverage won't be more than the weekly CHARGES for SKILLED NURSING CARE in a LICENSED SKILLED NURSING FACILITY, as determined by WPS.

HOSPICE CARE SERVICES

1. BENEFITS.

BENEFITS are payable for CHARGES for the following HOSPICE CARE SERVICES:

- a. Part-time or intermittent home nursing care by or under the supervision of a registered nurse;

- b. Part-time or intermittent home health SERVICES when MEDICALLY NECESSARY. Such SERVICES must be under the supervision of a registered nurse or medical social worker and consist solely of care for the PARTICIPANT;
- c. Physical, respiratory, occupational or speech therapy;
- d. MEDICAL SUPPLIES, prescription drugs and BIOLOGICALS prescribed by a PHYSICIAN required to be administered by a professional provider; laboratory SERVICES by or on behalf of a HOSPITAL, to the extent CHARGES would be payable for these items under this CONTRACT if the PARTICIPANT had been hospitalized;
- e. Nutrition counseling provided or supervised by a registered nurse, PHYSICIAN extender or medical social worker, when approved or requested by the attending PHYSICIAN; and
- f. Room and board CHARGES at an WPS approved or MEDICARE certified HOSPICE CARE facility.

CHARGES for weekly HOSPICE CARE SERVICES are payable up to the weekly CHARGES for SKILLED NURSING CARE provided in an EXTENDED CARE FACILITY, as determined by WPS.

2. Limitations FOR HOSPICE CARE SERVICES.

BENEFITS for HOSPICE CARE SERVICES are limited as follows:

- a. HOSPICE CARE is not covered unless the PARTICIPANT'S attending PHYSICIAN certifies that: (1) hospitalization or CONFINEMENT would otherwise be required; (b) necessary care and TREATMENT are not available from members of the PARTICIPANT'S IMMEDIATE FAMILY, or others living with the PARTICIPANT; and (3) the PARTICIPANT is terminally ill with a life expectancy of six months or less.
- b. CHARGES are payable for up to a total lifetime maximum of 30 days of CONFINEMENT in a MEDICARE certified or WPS approved HOSPICE CARE facility.

CHARGES are payable for HOSPICE CARE SERVICES provided in a PARTICIPANT'S home up to 80 HOSPICE CARE visits within any six month period.

Up to four consecutive hours of HOSPICE CARE SERVICES in a PARTICIPANT'S home is considered as one HOSPICE CARE visit.

When BENEFITS are payable under both this HOSPICE CARE BENEFIT and the HOME CARE BENEFIT, BENEFITS payable under this subsection shall reduce any benefits payable under subsection "HOME CARE".

Alcoholism, Drug Abuse and NERVOUS and MENTAL DISORDERS

1. INPATIENT HOSPITAL SERVICES.

This paragraph applies to those PARTICIPANTS admitted as resident patients for TREATMENT of Alcoholism, Drug Abuse and NERVOUS OR MENTAL DISORDERS.

BENEFITS are payable at 100% after Medicare's payment up to the lesser of the CHARGES for the first 120 days or the first \$6,300.00 in CHARGES each CALENDAR YEAR.

HOSPITAL SERVICES are not to exceed 365 days of CONFINEMENT throughout a PARTICIPANT'S lifetime while the PARTICIPANT is covered under this CONTRACT following the EFFECTIVE DATE under this Section.

2. OUTPATIENT HOSPITAL SERVICES.

TREATMENT of Alcoholism, Drug Abuse and NERVOUS OR MENTAL DISORDERS for a PARTICIPANT other than as an INPATIENT is limited to the initial Part B DEDUCTIBLE and the amount which combined with the MEDICARE BENEFIT equals 90% of the first \$2,000.00 in CHARGES during any CALENDAR YEAR.

Such TREATMENT SERVICES must be provided by a PHYSICIAN, a licensed psychologist who is listed in the National Register of Health Service Providers in Psychology or who is certified by the American Board of Professional Psychology, a facility established and maintained according to rules promulgated under Wis. Stats. § 51.42(7)(b), or a medical clinic or billed by a psychologist under the direction of a PHYSICIAN.

3. TRANSITIONAL TREATMENT ARRANGEMENTS.

Transitional TREATMENT is limited to the initial Part B DEDUCTIBLE and the amount which combined with the MEDICARE BENEFIT equals 90% of the first \$3,000.00 in CHARGES during any CALENDAR YEAR.

The criteria that WPS uses to evaluate a Transitional TREATMENT program or SERVICE to determine whether it is covered under the CONTRACT include, but are not limited to:

- a. The program is certified by the Department of Health and Family SERVICES;

- b. The program meets the accreditation standards of the Joint commission on Accreditation of Healthcare Organizations;
- c. The specific diagnosis is consistent with the symptoms;
- d. The TREATMENT is standard medical practice and appropriate for the specific diagnosis;
- e. The multidisciplinary team running the program is under the supervision of a licensed psychiatrist practicing in the same state in which the health care provider's program is located or the SERVICE provided.
- f. See the definition of "MEDICALLY NECESSARY" in the definitions.

WPS will need the following information from the health care provider to help us determine the medical necessity of such program SERVICE:

- a. A summary of the development of the PARTICIPANT'S ILLNESS and previous TREATMENT.
- b. A well defined TREATMENT plan listing TREATMENT objectives, goals and duration of the care provided under the TRANSITIONAL TREATMENT ARRANGEMENT program.
- c. A list of credentials of the staff who participated in the TRANSITIONAL TREATMENT ARRANGEMENT program or SERVICE, unless the program or SERVICE is certified by the Department of Health and Family Services.

4. Alcoholism, Drug Abuse and NERVOUS OR MENTAL DISORDERS Maximum.

Total BENEFITS payable for all TREATMENT of Alcoholism, Drug Abuse and NERVOUS and MENTAL DISORDERS shall not exceed the annual maximum of \$7,000.00 per PARTICIPANT per CALENDAR YEAR.

Note: Annual dollar maximums for mental health only SERVICES are suspended.

Annual dollar maximums remain in force for TREATMENT of alcohol and drug abuse. Any BENEFITS paid during the year for mental health SERVICES will be applied toward the annual BENEFIT maximum for alcohol and drug abuse TREATMENT when determining whether BENEFITS for alcohol and drug abuse TREATMENT remain available.

TRANSPLANTATIONS, IMPLANTATIONS and GRAFTING

1. BENEFITS.

a. **TRANSPLANTATIONS.** The following TRANSPLANTATIONS are covered by this CONTRACT:

- (1) Autologous (self to self) and allogenic (donor to self) BONE MARROW TRANSPLANTATIONS and peripheral blood stem cell rescue and/or TRANSPLANTATIONS used only in the TREATMENT of:
 - (a) Myelodysplastic syndrome;
 - (b) Homozygous Beta-Thalassemia;
 - (c) Mucopolysaccharidoses (e. g. Gaucher's disease, Metachromatic Leukodystrophy, Adrenoleukodystrophy);
 - (d) Neuroblastoma;
 - (e) Multiple Myeloma, Stage II or Stage III;
 - (f) Germ Cell Tumors (e. g. testicular, mediastinal, retroperitoneal or ovarian) refractory to standard dose chemotherapy with FDA approved platinum compound;
 - (g) Aplastic anemia;
 - (h) Acute leukemia;
 - (i) Severe combined immunodeficiency, e.g., adenosine deaminase deficiency and idiopathic deficiencies;
 - (j) Wiskott - Aldrich syndrome;
 - (k) Infantile malignant osteopetrosis (Albers-Schonberg disease or marble bone disease);
 - (l) Hodgkins' and non-Hodgkins' lymphoma;
 - (m) Combined immunodeficiency;
 - (n) Chronic myelogenous leukemia;
 - (o) Pediatric tumors based upon individual consideration.

- (2) Parathyroid TRANSPLANTATION.
- (3) Musculoskeletal TRANSPLANTATIONS intended to improve the function and appearance of any body area, which has been altered by disease, trauma, CONGENITAL anomalies or previous therapeutic processes.
- (4) Corneal TRANSPLANTATION (keratoplasty) limited to:
 - (a) Corneal opacity;
 - (b) Keratoconus or any abnormality resulting in an irregular refractive surface not correctable with a contact lens or in a PARTICIPANT who cannot wear a contact lens;
 - (c) Corneal ulcer;
 - (d) Repair of severe lacerations.
- (5) Kidney.

b. IMPLANTATIONS. The following IMPLANTATIONS are covered by this CONTRACT:

- (1) Heart valve IMPLANTATION;
- (2) Pseudophakia (intraocular lens) IMPLANTATION;
- (3) Penile prosthesis IMPLANTATION;
- (4) Urethral sphincter IMPLANTATION;
- (5) Artificial breast IMPLANTATION
- (6) pacemaker;
- (7) defibrillator.

c. GRAFTINGS. The following GRAFTINGS are covered by this CONTRACT:

- (1) Bone (non-cosmetic);
- (2) Skin (non-cosmetic);
- (3) Artery;

- (4) Arteriovenous shunt;
- (5) Blood vessel limited to blood vessel repair;
- (6) Cartilage (non-cosmetic);
- (7) Conjunctiva;
- (8) Fascia;
- (9) Lid margin (non-cosmetic);
- (10) Mucosa;
- (11) Bronchoplasty;
- (12) Coronary bypass;
- (13) Mucus membrane;
- (14) Muscle;
- (15) Nerve;
- (16) Pterygium;
- (17) Rectal (Thiersch operation);
- (18) Sclera;
- (19) Tendon;
- (20) Vein (bypass).

2. Exclusions.

- a. BENEFITS are not payable for any form of or SERVICES related to TRANSPLANTATION, IMPLANTATION or GRAFTING other than those specifically listed in this subsection. This applies even if MEDICARE pays for any portion of the CHARGES.
- b. Examples of procedures that are **not payable**:
 - (1) heart TRANSPLANTATION;
 - (2) intestine TRANSPLANTATION;

- (3) islet tissue (island of Langerhans-pancreas) TRANSPLANTATION;
- (4) liver TRANSPLANTATION;
- (5) lung TRANSPLANTATION;
- (6) pancreas TRANSPLANTATION;
- (7) bladder stimulator (pacemaker) IMPLANTATION;
- (8) implantable or portable artificial kidney or other similar device;
- (9) dental implants; or
- (10) cochlear implants.

AGGREGATE LIFETIME MAXIMUM BENEFIT LIMIT

The aggregate lifetime maximum BENEFIT limit for BENEFITS paid for CHARGES for HEALTH CARE SERVICES covered under Section "BENEFITS Available" is \$1,000,000 during the lifetime of the PARTICIPANT while that PARTICIPANT is covered under this CONTRACT.

WAITING PERIODS FOR PRE-EXISTING CONDITIONS

This section only applies to late enrollees.

Within six months prior to a PARTICIPANT'S enrollment date of coverage under the PLAN, he/she may have: (1) had an ILLNESS or INJURY diagnosed; (2) received care, MEDICAL SERVICES or TREATMENT for an ILLNESS or INJURY; or (3) received medical advice for an ILLNESS or INJURY; or (4) had care, MEDICAL SERVICES or TREATMENT recommended for an ILLNESS or INJURY. If so, BENEFITS are not payable for expenses incurred as a result of that ILLNESS or INJURY and any complications of any such ILLNESS or INJURY until the PARTICIPANT has been covered under the PLAN for 180 days in a row. No BENEFITS are payable for CHARGES for HEALTH CARE SERVICES incurred during the waiting period for any such ILLNESS or INJURY and any complications of any such ILLNESS or INJURY. CHARGES for covered expenses for treatment of a pre-existing ILLNESS or INJURY and any complications of any such ILLNESS or INJURY which are incurred after the expiration of the waiting period for it are eligible for BENEFITS as provided under the PLAN. If a dependent child is born or is legally adopted by a SUBSCRIBER while he/she has FAMILY COVERAGE under the PLAN, the child doesn't have a waiting period for any such ILLNESS or INJURY.

The waiting periods for pre-existing conditions described above do not apply to HEALTH CARE SERVICES in connection with pregnancy.

EXCLUSIONS

Except as otherwise specifically provided, this CONTRACT provides no BENEFITS for:

1. CUSTODIAL CARE or rest cures, wherever furnished, and care in custodial or similar institutions, a health resort, spa or sanitarium. This exclusion may apply even if MEDICARE pays for any portion of the CHARGES.
2. Physical examinations or health checkups for informational purposes requested by third parties. Examples: physical exams required by schools, summer camp, employment, marriage, insurance, sports, etc.
3. SERVICES of a blood donor.
4. HEALTH CARE SERVICES for cosmetic or beautifying purposes, except to correct CONGENITAL bodily disorders or conditions or when MEDICALLY NECESSARY for TREATMENT of an ILLNESS or accidental INJURY.
5. Preparation, fitting or purchase of eye glasses or contact lenses, except as specifically stated in the PLAN; vision therapy, including orthoptic therapy and pleoptic therapy; or eye refractive surgery; hearing aids or examinations for their prescription.
6. TREATMENT of corns and calluses of the feet, toenails (except for complete removal), overgrowth of the skin of the feet, unless prescribed by a PHYSICIAN who is treating the PARTICIPANT for a metabolic or peripheral disease.
7. SERVICES of a dentist, including all orthodontic SERVICES, or SERVICES provided in the examination, repair or replacement of teeth, or in the extraction of teeth, dental implants, or TREATMENT for Temporomandibular Joint Disease (TMJ) other than recognized radical ORAL SURGERY, except as expressly provided in this CONTRACT. An accident caused by chewing is not considered an INJURY.
8. HEALTH CARE SERVICES:
 - a. that would be furnished to a PARTICIPANT without charge;
 - b. which a PARTICIPANT would be entitled to have furnished or paid for, fully or partially, under any law, regulation or agency of any government; or
 - c. Which a PARTICIPANT would be entitled, or would be entitled if enrolled, to have furnished or paid for under any voluntary medical BENEFIT or

insurance plan established by any government; if this CONTRACT was not in effect.

9. HEALTH CARE SERVICES for any INJURY or ILLNESS eligible for coverage, or for which a PARTICIPANT receives, or which is the subject of, any award or settlement under a Worker's Compensation Act or any EMPLOYER liability law.
10. HEALTH CARE SERVICES for any INJURY or ILLNESS as the result of war, declared or undeclared, enemy action or action of the Armed Forces of the United States, or any state of the United States, or its Allies, or while serving in the Armed Forces of any country.
11. HEALTH CARE SERVICES furnished by the U.S. Veterans Administration, except for such TREATMENT, SERVICES and supplies for which under this CONTRACT, this CONTRACT is the primary payor and the U.S. Veterans Administration is the secondary payor under applicable federal law.
12. HEALTH CARE SERVICES available from OTHER COVERAGE. Then, BENEFITS will be limited to the CHARGES for TREATMENT, SERVICES and supplies, less payments available from OTHER COVERAGE. Together, the total BENEFITS payable may not exceed the incurred CHARGES. In computing allowances available, the primary carrier according to Wis. Adm. Code § 3.40 will provide the full BENEFITS payable under its CONTRACT, with the other carrier processing the remainder of those CHARGES. However, when MEDICARE is primary, payment of BENEFITS is limited to the amount computed without coordination of BENEFITS, less the MEDICARE payments. The MEDICARE allowed amount on assigned claims is considered the CHARGE; on unassigned claims, the CHARGE is the MEDICARE limiting CHARGE amount.

If the PARTICIPANT is not actually enrolled in the voluntary medical insurance portion of MEDICARE when it is first available, the member's BENEFITS are limited to the extent they are entitled, or would be entitled if enrolled for MEDICARE BENEFITS.

13. PROFESSIONAL SERVICES not provided by a PHYSICIAN or any health care provider listed in the definition of PROFESSIONAL SERVICES in section "Definitions".
14. HEALTH CARE SERVICES which are not MEDICALLY NECESSARY or which aren't appropriate for the TREATMENT of an ILLNESS or INJURY, as determined by WPS.
15. Reversal of sterilization.
16. HEALTH CARE SERVICES which are EXPERIMENTAL or INVESTIGATIVE in nature, except for prescription drugs and BIOLOGICALS prescribed by a

PHYSICIAN and required to be administered by a professional provider described in Wis. Stats. § 632.895 (9) for TREATMENT of HIV.

17. HEALTH CARE SERVICES for, or leading to, sex transformation surgery and sex hormones related to such TREATMENT.
18. Artificial insemination or fertilization methods including, but not limited to, in vivo fertilization, in vitro fertilization, embryo transfer, gamete intra-fallopian transfer (GIFT) and similar procedures, and related HOSPITAL, professional and diagnostic SERVICES and medications that are incidental to such insemination or fertilization methods.
19. HEALTH CARE SERVICES provided by a midwife.
20. Food received on an OUTPATIENT basis or food supplements.
21. Housekeeping, shopping or meal preparation SERVICES.
22. HEALTH CARE SERVICES in connection with obesity, weight reduction or dietetic control, except for morbid obesity and disease etiology.
23. Retin-A, Minoxidil, Rogaine or their medical equivalent in the topical application form, unless MEDICALLY NECESSARY.
24. HEALTH CARE SERVICES used in educational or vocational training or testing.
25. HEALTH CARE SERVICES in connection with any ILLNESS or INJURY caused by a PARTICIPANT'S: (1) engaging in an illegal occupation; or (2) commission of, or an attempt to commit, a felony.
26. Motor vehicles; lifts for wheelchairs and scooters; and stair lifts.
27. HEALTH CARE SERVICES for which the PARTICIPANT has no obligation to pay.
28. HEALTH CARE SERVICES rendered by a member of a PARTICIPANT'S IMMEDIATE FAMILY or a person who resides in the PARTICIPANT'S home.
29. Routine periodic maintenance of covered DURABLE MEDICAL EQUIPMENT, such as, replacement batteries.
30. HEALTH CARE SERVICES for the purpose of smoking cessation.
31. HEALTH CARE SERVICES determined to be MAINTENANCE THERAPY by WPS.
32. Over-the-counter drugs.

- 33.** Prescription drugs and BIOLOGICALS prescribed in writing by a PHYSICIAN for TREATMENT of an ILLNESS or INJURY and dispensed by a licensed pharmacist. For purposes of this exclusion, "prescription drug" means drugs that are dispensed by a written prescription from a PHYSICIAN, under Federal law, approved for human use by the Food and Drug Administration and dispensed by a pharmacist.
- 34.** Charges for injectable medications administered in a nursing home when the nursing home stay is not covered by the plan.
- 35.** Charges for injectable medications, except for self-administered injectable medications and injectable and infusible medications administered during home care, office setting, CONFINEMENT, emergency room visit or urgent care setting.
- 36.** HEALTH CARE SERVICES to the extent the PARTICIPANT is eligible for MEDICARE BENEFITS, regardless of whether or not the PARTICIPANT is actually enrolled in MEDICARE. This exclusion only applies if MEDICARE is the primary payor.
- 37.** Immunizations, physical examinations or health checkups, except as specifically stated otherwise.
- 38.** Any ROOM ACCOMMODATIONS, care, SERVICES, equipment, medications, devices, items or supplies if a PARTICIPANT is not entitled to any BENEFITS under MEDICARE.
- 39.** That portion of the amount billed for a HEALTH CARE SERVICE covered under the Plan that exceeds WPS' determination of the CHARGE for such HEALTH CARE SERVICE.
- 40.** Supportive care.
- 41.** Telephone, computer or internet consultations between a member and any HEALTH CARE PROVIDER.
- 42.** Indirect services provided by health care providers for services such as, but are not limited to: creation of a laboratory's standards, procedures, and protocols; calibrating equipment; supervising the testing; setting up parameters for test results; and reviewing quality assurance data.

PRE-AUTHORIZATION

BENEFITS are not payable for HEALTH CARE SERVICES that are EXPERIMENTAL, INVESTIGATIVE or not MEDICALLY NECESSARY, as determined by WPS. The types of procedures or SERVICES that may fall into this category, but not limited to these, are:

1. New medical or biomedical technology;
2. Methods of TREATMENT by diet or exercise;
3. New surgical methods or techniques;
4. Acupuncture or similar methods;
5. Transplants of body organs, unless specifically covered under subsection "Transplantations, Implantations and Grafting";
6. Sleep studies;
7. Sclerotherapy; and
8. Pain injections such as epidural injections, facet joint injections or trigger point injections.

A PARTICIPANT may ask WPS whether or not a HEALTH CARE SERVICE will be covered and how much in BENEFITS will be paid. If a HEALTH CARE SERVICE is preauthorized by WPS, no payment can be made unless the PARTICIPANT'S coverage is in effect at the time the HEALTH CARE SERVICE is provided to the PARTICIPANT.

If a PARTICIPANT does not use this preauthorization procedure, WPS may decide that the HEALTH CARE SERVICE is EXPERIMENTAL, INVESTIGATIVE or not MEDICALLY NECESSARY. No payment can then be made for the HEALTH CARE SERVICE or any related HEALTH CARE SERVICE.

If a PARTICIPANT or his/her PHYSICIAN disagrees with WPS' decision, the PARTICIPANT may appeal that decision by submitting documentation to WPS from the treating PHYSICIAN as to the medical value or effectiveness of the HEALTH CARE SERVICE. The appeal will be reviewed by practicing PHYSICIANS and, if necessary, an appropriate committee of WPS. The decision made at that time will be final.

GENERAL PROVISIONS

BENEFITS are available in accordance with the terms, conditions and provisions of this CONTRACT, including:

1. No provision of this CONTRACT shall interfere with the professional relationship between a PARTICIPANT and PHYSICIAN.
2. If a PARTICIPANT remains in an institution after being advised by the attending PHYSICIAN that further CONFINEMENT is medically unnecessary, the PARTICIPANT will be solely responsible to the institution for all expenses incurred after being so advised. WPS or the BOARD may at any time request the attending PHYSICIAN to certify that further CONFINEMENT is MEDICALLY NECESSARY.
3. Each PARTICIPANT is free to select and/or discharge a PHYSICIAN. A PHYSICIAN is free to provide SERVICE or not, in accordance with the custom in private practice of medicine. Nothing in this CONTRACT obligates WPS or the BOARD to provide a PHYSICIAN to treat any PARTICIPANT.
4. Each PARTICIPANT agrees to conform to the rules and regulations of the institution in which he/ she is an INPATIENT, including those rules governing admissions and types and scope of SERVICES furnished by the institution.
5. As a condition of entitlement to receive BENEFITS, each PARTICIPANT authorizes any person or institution to furnish to WPS all medical and surgical reports and other information as WPS may request.
6. WPS and the BOARD each have the right and opportunity to have a PARTICIPANT examined by PHYSICIANS of their choice when and as often as they may reasonably require.
7. The PARTICIPANT'S identification card must be presented, or the fact of the PARTICIPANTS participation under this CONTRACT be made known, to the provider when the PARTICIPANT requests care or SERVICES.
8. If a PARTICIPANT fails to comply with 7. above, then written notice of the commencement of TREATMENT or CONFINEMENT must be given to WPS within 30 days after the commencement of TREATMENT or CONFINEMENT. Failure to give that notice will not invalidate or reduce any claim if it is shown that notice was given as soon as was reasonably possible. However, no BENEFITS will be paid for CHARGES incurred in any CALENDAR YEAR unless a claim for those CHARGES is received by WPS within 24 months from the date the SERVICE was rendered.

9. Each PARTICIPANT agrees to reimburse WPS or the BOARD for all payments made for BENEFITS to which the PARTICIPANT was not entitled. Reimbursement must be made immediately upon notification to the PARTICIPANT by WPS or the BOARD. At the option of WPS or the BOARD, BENEFITS for future CHARGES may be reduced by WPS as a set off toward reimbursement. Acceptance of PREMIUMS or paying BENEFITS for CHARGES will not constitute a waiver of the rights of WPS or the BOARD to enforce these provisions in the future.

10. Each PARTICIPANT agrees to use a medical claim form when submitting claims for medical BENEFITS that are not submitted to WPS by the provider. Only itemized bills, statements acknowledging actual receipt of payment, or similar receipts may serve as proof of claim. Each must be an official document from the provider. Cash register receipts that are not itemized or do not clearly identify the provider, canceled checks, custom order forms and balance due statements alone are NOT acceptable as proof of claim.

Each itemized bill statement or receipt must include the patient's name, patient's WPS identification number, provider's name, provider's address, date(s) of SERVICE, diagnosis and diagnostic code, procedure code, and CHARGE for each date of SERVICE and is an official document from the provider.

For medical claims incurred outside of the United States, the PARTICIPANT, must obtain information on foreign currency exchange rates at the time CHARGES were incurred and an English language itemized billing to facilitate claim processing.

11. WPS will, at its option, pay BENEFITS either to the provider of SERVICES or to the PARTICIPANT.

12. Each PARTICIPANT agrees that the BOARD is subrogated to the PARTICIPANT'S rights to damages for an ILLNESS or INJURY caused by any act or omission of any third person to the extent of BENEFITS.

13. A PARTICIPANT shall not commence any action to recover any BENEFITS or enforce any rights under this CONTRACT until 60 calendar days have elapsed since written notice of claim was given by the PARTICIPANT to WPS, nor will any action be brought more than three years after the SERVICES have been provided.

14. Any provisions of the CONTRACT which may be prohibited by law are void, but will not impair any other provision.

15. WPS or a PARTICIPANT'S PHYSICIAN may recommend that a PARTICIPANT consider receiving treatment for an ILLNESS or INJURY which differs from the current treatment program if it appears that:

- a. the recommended TREATMENT offers at least equal medical therapeutic value; and
- b. the current TREATMENT program may be changed without jeopardizing the PARTICIPANT'S health; and
- c. the CHARGES incurred for SERVICES provided under the recommended TREATMENT will probably be less.

If WPS agrees to the PHYSICIAN'S recommendation or if the PARTICIPANT or his/her authorized representative and the attending PHYSICIAN agree to WPS' recommendation, the recommended TREATMENT will be provided as soon as it is available.

BENEFITS payable for the CHARGES incurred for such SERVICES shall be paid according to the terms and conditions of this CONTRACT. If the recommended TREATMENT includes SERVICES for which BENEFITS are not otherwise payable, payment of BENEFITS will be as determined by WPS.

- 16.** WPS may recommend that an INPATIENT be transferred to another institution if it appears that:
- a. the other institution is able to provide the necessary medical care; and
 - b. the physical transfer would not jeopardize the PARTICIPANT'S health or adversely affect the current course of TREATMENT; and
 - c. the CHARGES incurred at the succeeding institution will probably be less than those CHARGES at the prior institution.

If the PARTICIPANT or his/her authorized representative and the attending PHYSICIAN agree to the transfer, the transfer will take place as soon as bed space is available.

- 17.** The CONTRACT contains the following provision:

"Disputes as to CHARGES shall be referred, on a timely basis, to WPS who shall actively attempt to settle the dispute with the provider in a reasonable time frame.

If no settlement is reached after such referral and a lawsuit is brought against a PARTICIPANT, the PARTICIPANT shall contact the DEPARTMENT or WPS within 14 DAYS of the date on which the lawsuit is received by the PARTICIPANT. Within two BUSINESS DAYS of WPS becoming aware of a lawsuit, WPS shall notify the DEPARTMENT about the lawsuit. The DEPARTMENT shall advise WPS to either to attempt to resolve the lawsuit or hire an attorney to undertake the defense of such a lawsuit for the PARTICIPANT. WPS shall hire outside legal

counsel to represent that PARTICIPANT in any lawsuit involving WPS' determination of the CHARGE for a covered health care service under the HEALTH BENEFIT PLAN and to undertake the defense of such a lawsuit for the PARTICIPANT or take such other measures as WPS deems necessary to resolve the dispute. However, it is understood and agreed that WPS shall not hire outside legal counsel to represent that PARTICIPANT and undertake the defense of any such lawsuit or take any other measures to protect the PARTICIPANT if the PARTICIPANT agrees to accept responsibility for any costs in excess of the CHARGE determined by WPS."

While in the great majority of cases PHYSICIANS accept the WPS payment as reasonable, a PARTICIPANT may on occasion be asked by the PHYSICIAN to agree verbally or to sign an agreement accepting the responsibility for any CHARGES in excess of those paid by WPS. PARTICIPANTS should understand that such a verbal or written agreement about fees with the provider will forfeit full protection under the CONTRACT.

CHARGES in excess of what WPS determined to be "reasonable" will appear on your Explanation of Benefits (EOB) statement.

If your PHYSICIAN or HOSPITAL bills you for any remaining balance in excess of the reasonable amount, you should:

- a. send all bills you may receive for balances above the reasonable payments made by WPS to the WPS office immediately. Continue sending WPS all such bills you receive. This is the means by which WPS is notified that you are continuing to be billed for the remaining balance.
- b. call WPS immediately if you receive notice that such a balance has been referred for legal action or to a credit or collection agency (see CONTRACT language above).

You are not responsible for paying CHARGES in excess of what WPS determines as reasonable unless you have made an agreement with the service provider to accept this liability.

CLAIM DETERMINATION AND GRIEVANCE PROCEDURE

WPS will send the PARTICIPANT written notice regarding the claim within 30 days of receiving the claim, unless special circumstances require more time. This notice explains the reason(s) for payment or non-payment of a claim. If a claim is denied because of incomplete information, the notice indicates what additional information is needed. The PARTICIPANT may contact WPS Member Service department for more details of the decision.

If any PARTICIPANT has a problem or complaint relating to a BENEFIT determination, he/she should contact WPS. WPS will assist the PARTICIPANT in trying to resolve the matter on an informal basis, and may initiate a Claim Review of the BENEFIT determination. If the PARTICIPANT wishes, he/she may omit this step and immediately file a formal GRIEVANCE.

Claim Review

A claim review may be done only when a PARTICIPANT requests a review of denied BENEFITS. When a claim review has been completed, and the decision is to uphold the denial of BENEFITS, the PARTICIPANT will receive written notification as to the specific reason(s) for the continued denial of BENEFITS and of his/her right to file an GRIEVANCE.

EXPEDITED GRIEVANCE

Appeals related to an urgent health concern (i.e., life threatening), will be handled within 72 hours of WPS' receipt of the GRIEVANCE.

Formal GRIEVANCE

To submit a GRIEVANCE, the PARTICIPANT (or the PARTICIPANT'S authorized representative) must submit it in writing to WPS and identify it as a GRIEVANCE. In addition, the PARTICIPANT should also include the following information:

1. The date of service, the patient's name, amount and any other identifying information such as claim number or health care provider, as shown on the denial; and
2. Any other pertinent information such as the identification number, patient's name, date and place of service, and reason for requesting review.

Except for an EXPEDITED GRIEVANCE, WPS will acknowledge receipt of the GRIEVANCE within 5 business days of receipt. WPS will inform the PARTICIPANT, in writing, of when the GRIEVANCE will be heard by the GRIEVANCE committee at least seven (7) calendar days prior to the date of the meeting.

The PARTICIPANT (or the PARTICIPANT'S authorized representative) will have the right to appear in person before the GRIEVANCE committee or by teleconference to present written or oral information. If the PARTICIPANT (or the PARTICIPANT'S authorized representative) chooses to participate in the GRIEVANCE committee hearing, WPS must be notified no less than four (4) business days prior to the date of the meeting.

WPS will review the GRIEVANCE. WPS will provide a written decision, including reasons, within 30 calendar days of receiving the GRIEVANCE. If special circumstances require a longer review period, before the 30 calendar day period has expired, WPS will notify the PARTICIPANT that an additional 30 calendar days will be needed to review the GRIEVANCE citing the reason additional time is needed and when resolution will be expected.

RIGHTS AFTER GRIEVANCE

There are potentially two avenues of further review available to the PARTICIPANT after WPS' final GRIEVANCE decision.

1. Group Insurance Board Administrative Review Process (ETF Chapter 11, Wis. Administrative Code)

WPS' final GRIEVANCE decision may be reviewed by the Department of Employee Trust Funds provided the written request for the review is received by the Department within 60 days after WPS final GRIEVANCE decision letter is sent to the PARTICIPANT. Decisions not timely appealed to the Department are final. Send requests to:

Department of Employee Trust Funds
Attn: Quality Assurance Services Bureau
801 West Badger Road
P.O. Box 7931
Madison, WI 53707-7931

2. External Review by an Independent Review Organization

ADVERSE DETERMINATIONS involving MEDICAL NECESSITY and EXPERIMENTAL or INVESTIGATIONAL determinations made by WPS may be reviewed by an INDEPENDENT REVIEW ORGANIZATION. WPS will send the PARTICIPANT a list of approved organizations at the time of WPS'S written decision regarding the

GRIEVANCE. A copy can also be obtained by contacting WPS' Member Service Department or by contacting the Office of the Commissioner Insurance

To qualify for EXTERNAL REVIEW, the PARTICIPANT'S claim must involve one of the following:

- a. An ADVERSE DETERMINATION involving MEDICAL NECESSITY, or
- b. A determination that a TREATMENT is EXPERIMENTAL or INVESTIGATIONAL.

In either case, the TREATMENT must cost more than \$282.00 in order to qualify for EXTERNAL REVIEW.

If the PARTICIPANT wishes to pursue EXTERNAL REVIEW instead of a review by the Department of Employee Trust Funds, the PARTICIPANT or the PARTICIPANT'S authorized representative must notify WPS' Appeal Department in writing at the following address:

WPS Health Insurance
Attention: IRO Coordinator
P.O. Box 7458
Madison, WI 53708

WPS must receive the request within four months of the date of the PARTICIPANT'S GRIEVANCE decision letter. When the PARTICIPANT sends his or her request, the PARTICIPANT must indicate which INDEPENDENT REVIEW ORGANIZATION that he or she wants to use and enclose a \$25 check made payable to that organization.

After WPS has received the PARTICIPANT'S request:

- a. WPS will notify the INDEPENDENT REVIEW ORGANIZATION and the Department of Employee Trust Funds within two business days. Within five business days after receiving written notice of a request for independent review. WPS will send the INDEPENDENT REVIEW ORGANIZATION copies of the information the PARTICIPANT submitted as part of his or her GRIEVANCE, copies of the contract, and copies of any other information WPS relied on in the PARTICIPANT'S GRIEVANCE.
- b. The INDEPENDENT REVIEW ORGANIZATION will review the submitted materials and will request, generally within five business days, any additional information.
- c. WPS will respond to any additional requests within five business days, or provide an explanation as to why such information cannot be provided.

- d.** Once the INDEPENDENT REVIEW ORGANIZATION has received all the necessary information, it will render a decision, typically within 30 business days.

There are certain circumstances in which the PARTICIPANT may be able to skip the GRIEVANCE process and proceed directly to EXTERNAL REVIEW. Those circumstances are as follow:

- a.** WPS agrees to proceed directly to EXTERNAL REVIEW, or
- b.** The PARTICIPANT'S situation requires an EXPEDITED REVIEW.

If the PARTICIPANT'S situation requires an EXPEDITED REVIEW:

- a.** WPS will notify the INDEPENDENT REVIEW ORGANIZATION and the Department of Employee Trust Funds within one day and send them the PARTICIPANT'S information.
- b.** The INDEPENDENT REVIEW ORGANIZATION will review the material, normally within two business days, and will request additional information, if necessary. WPS will have two business days to respond to this request.
- c.** Once the INDEPENDENT REVIEW ORGANIZATION has all the necessary information, it will render a decision, normally within 72 hours.

If the INDEPENDENT REVIEW ORGANIZATION overturns WPS' decision, the \$25 the PARTICIPANT paid when requesting the review will be refunded. The decision of the INDEPENDENT REVIEW ORGANIZATION is binding to both WPS and the PARTICIPANT as per contract. Once the INDEPENDENT REVIEW ORGANIZATION decision is issued, the PARTICIPANT has no further rights to review by the Department of Employee Trust Funds.

The PARTICIPANT cannot request a review of WPS' final appeal decision by both an INDEPENDENT REVIEW ORGANIZATION and the Department of Employee Trust Funds simultaneously. Once an INDEPENDENT REVIEW ORGANIZATION has begun the process to review a case, the DEPARTMENT will suspend its process. The INDEPENDENT REVIEW ORGANIZATION'S decision is binding on all parties and cannot be further appealed. If the INDEPENDENT REVIEW ORGANIZATION rejects the request for review of the ADVERSE DETERMINATION involving MEDICAL NECESSITY or EXPERIMENTAL TREATMENT denial on the ground of jurisdiction, then the DEPARTMENT will continue its process.

MISCELLANEOUS INFORMATION

How To File A Claim

1. Present your WPS identification card to the PHYSICIAN, HOSPITAL or other HEALTH CARE PROVIDER when a covered SERVICE is received. The HEALTH CARE PROVIDER may submit the claim directly to WPS or MEDICARE. If the HEALTH CARE PROVIDER declines to submit the claim, you should obtain an itemized billing statement and forward it together with your identification numbers to WPS for processing.
2. For medical BENEFITS not submitted by the HEALTH CARE PROVIDER to WPS, you must use a medical claim form. You may obtain this form from WPS. Save your itemized bills or statements for all covered medical SERVICES. All receipts and bills must be fully itemized. Cash register receipts, canceled checks and balance due statements are not acceptable. Receipts and bills must be originals.
3. Be sure that all receipts and bills include: the patient's name and identification number; provider's name and address; date(s) of service, diagnosis and diagnostic code and procedure code; the charge for each date of service. Be sure to use a separate claim form for each family member for each CALENDAR YEAR. After subtracting the DEDUCTIBLE and COINSURANCE, WPS will process the balance of the CHARGES.
4. For SERVICES outside of Wisconsin, the HOSPITAL or PHYSICIAN can verify your coverage in out of state emergencies by calling WPS toll free during regular business hours.
5. Payment is made for reasonable CHARGES incurred anywhere in the United States or Canada. WPS will determine reasonable CHARGES for appropriate MEDICAL SERVICES or other items required while you are traveling in other countries. Obtain information on foreign currency exchange rates at the time CHARGES were incurred and an English language itemized billing to facilitate processing of your claim when you return home.
6. MEDICARE eligible PARTICIPANTS should include a copy of MEDICARE'S Explanation of Benefits along with the appropriate claim form and receipts. Claims may also be forwarded directly from MEDICARE to WPS. Please see subsection "MEDICARE Cross-Over" below.

MEDICARE Cross-Over

WPS has an agreement with MEDICARE to cross-over claims for any SERVICES that MEDICARE processed as primary. MEDICARE will automatically forward your Explanation of MEDICARE Benefits (EOMB) to WPS for SERVICES you receive throughout the United States.

Cross-over applies to both MEDICARE Part A and B claims. It is designed to eliminate some of the paperwork involved in filing claims, therefore you will not need to send copies of your EOMB to WPS to receive BENEFITS under the PLAN.

Automatic claim forwarding is automatic for each person covered under MEDICARE. You do not need to complete a form or contact WPS to take advantage of cross-over.

Provider Directory

You can access HEALTH CARE PROVIDERS, HOSPITALS, specialists and more through WPS' interactive and easy-to-use online Provider Directory. It's updated regularly to offer you the most current listing of HEALTH CARE PROVIDERS in your network. Simply follow these instructions to locate the HEALTH CARE PROVIDERS of your choice:

1. Access the WPS website at www.wpsic.com/state;
2. Click the "Find a Doctor" link found on the left hand side of the page, then follow these instructions:
 - a. Select your network by clicking under "Search for a PAR Provider"
 - b. Enter the search criteria to find your doctor. You can search by doctor's name, specialty, or location. Use the look-up buttons for the best search results, then click the "Search" button.
 - c. Read the disclaimer, then click "Continue" to view your search results.
 - d. On the Search Results page, you'll find a listing of the providers, contact information, addresses, directions and the networks they are part of. You can either print these pages to have them formatted in a PDF directory by clicking the applicable link near the top of your Search Results page.
 - e. If your search did not yield the results you were looking for, try another search with broader criteria. For example: if you are looking for a general PHYSICIAN (no specialty), search using the criteria "family practice" or "internal medicine" and enter a city or county. Or, to find a particular HOSPITAL or facility, type the word "HOSPITAL" in the specialty area, then enter a city or county.

If you have questions, prefer a hard copy of your provider directory, or do not have access to a computer, please contact Member Services at (800) 634-6448.

Understanding Your Explanation of Benefits (EOB)

The Explanation of Benefits (EOB) is a summary of how CHARGES were processed under your health PLAN for each covered family member. To simplify your record keeping, WPS lists only one HEALTH CARE PROVIDER and one patient on each EOB. This will allow you to easily match the EOB with your HOSPITAL, doctor or clinic bill. It's always wise to keep a copy of your EOB for your records. While the EOB is straightforward and easy to read, the first few times you look at it may be somewhat overwhelming. That is why WPS has created a sample EOB form and corresponding explanation of the most pertinent information that appears on the following pages.

A Member/Patient Information:

- *Customer No.* – Number shown on your WPS ID card.
- *Group No. and Division No.* – Unique codes that identify your specific health plan in our claims system.
- *Group* – Name of your employer if you're covered under a group plan. Refers to the policy holder if you're covered under an individual plan.
- *Patient* – The person who received health care services.
- *Customer* – The person insured by the health plan or policy holder.
- *Date Printed* - When the EOB was created.

B Type of Service, Date(s) of Service, Charged Amount:

- *Type of Service* – Procedure code used by all health care providers to identify the specific service performed.
- *Date(s) of Service* – Month/day/year service was provided.
- *Charged Amount* – Amount billed by your provider for this service.

C Provider Discount:

The discount amount negotiated with your health care provider. You are NOT responsible for the *Provider Discount* amount.

D Ineligible Amount:

The amount not covered under your health plan. See *Reason Code* for further explanation.

E Reason Code:

Indicates the reason WPS paid only part of the charged amount or denied benefits. If there's a code in this column, you'll find an explanation for it in the designated area below.

F Copay:

An amount you pay to the provider each time you receive certain covered services, such as office visits.

G Deductible:

The amount of covered charges you must pay each calendar year before WPS pays benefits.

H Remaining Amount:

What remains of the charged amount after we've subtracted any applicable provider discount, ineligible amount, copay, or deductible.

I Coinsurance, Paid At %:

- *Coinsurance* – Portion of the remaining amount you are responsible for under the terms of your WPS health plan. We list your coinsurance as a dollar amount.
- *Paid At %* - The percentage of the remaining amount WPS paid.

J Amount Paid:

The actual dollar amount paid by WPS.

K Payee, Paid, Your Share:

- *Payee* – Name of the health care provider.
- *Paid* – Total amount paid to the *Payee*.
- *Your Share* – Total amount for which patient is responsible, including copay, deductible, coinsurance, and any amount not covered. *Your Share* should be paid directly to your health care provider. The provider will typically send you a bill for this amount.

L

Remaining Deductible, Remaining Out-of-pocket, Remaining Lifetime Benefit:

- *Remaining Deductible and Remaining Out-of-pocket* – Amount of Preferred or Non-Preferred deductibles and out-of-pocket maximums you (the patient) or the family still needs to satisfy this year.
- *Remaining Lifetime Benefit* – Total amount of benefits available under your WPS health plan for the life of the plan/policy.

Please see your WPS Member Guide, certificate, or policy for more detailed information.

© 2007 Wisconsin Physicians Service Insurance Corporation. All rights reserved. 18502-021-0704



1717 W. Broadway, P.O. Box 8190
Madison, WI 53708-8190
www.wpsic.com

PHARMACY BENEFIT MANAGER (PBM) SCHEDULE OF BENEFITS - MEDICARE PLUS \$1,000,000

The following description of the pharmacy benefit program is an excerpt from parts of Uniform Benefits that now apply to your prescription drug coverage. This is printed here for your convenience. A complete description of benefits, exclusions and limitations can be found in your "It's Your Choice" book in Section D. I Schedule of Benefits and III Benefits and Services D. Prescription Drugs coverage. Exclusions and limitations are found likewise in Section D., under IV #11. All benefits are paid according to the terms of Uniform Benefits.

All benefits are paid according to the terms of the Master Contract between the PBM and Group Insurance Board. The Schedule of Benefits describes certain essential dollar limits of your coverage and certain rules, if any, you must follow to obtain covered services.

The Group Insurance Board has decided to utilize a PBM to provide prescription drug benefits. The PBM will be responsible for the prescription drug benefits as provided for under the pharmacy benefit terms and conditions of the Uniform Benefits. The prescription drug benefits are dependent on your being covered under the State of Wisconsin group health program.

The benefits that are administered by the Pharmacy Benefit Manager (PBM) are subject to the following:

1. Prescription Drugs and Insulin:

- a. Level 1 - copayment for formulary prescription drugs - \$5.00. Level 1 consists of formulary generic and certain low cost brand name drugs.
- b. Level 2 - copayment for formulary prescription drugs - \$15.00. Level 2 consists of formulary brand name and certain higher cost generic drugs.
- c. Level 3 - copayment for non-formulary prescription drugs - \$35.00.

2. Annual Out-of-Pocket Maximum (The Amount You Pay for Your Level 1 and Level 2 Prescription Drugs and Insulin):

\$350.00 per individual

\$700.00 per family for all participants

Note: Level 3 copayments do not apply to the out-of-pocket maximum and must continue to be paid after the annual out-of-pocket maximum has been met.

3. Disposable Diabetic Supplies and Glucometers:

Coinsurance - 20% per purchase, which will be applied to the prescription drug annual out-of-pocket maximum.

4. Smoking Cessation:

Limited to one consecutive three-month course of pharmacotherapy covered per calendar year.

The PLAN, not the Pharmacy Benefit Manager, will be responsible for covering prescription drugs required to be administered during home care, office setting, confinement, emergency room visit or urgent care setting if otherwise covered under the CONTRACT. However, prescriptions for covered drugs written during home care, office setting, confinement, emergency room visit or urgent care setting will be the responsibility of the PBM and payable as provided under the terms and conditions of the prescription drug benefits of the CONTRACT.