



Piedmont Large Group Health Care Coverage Plan

2018 - PPO



PIEDMONT COMMUNITY HEALTHCARE, INC.
2316 Atherholt Road • Lynchburg, VA • 24501

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Section I: Responsibilities

Welcome to Piedmont Community HealthCare, Inc. (Piedmont). Thank you for allowing us to provide your health Benefits. This is your Piedmont Certificate of Coverage (COC) and is considered part of the Group Enrollment Agreement between Piedmont and your Employer/Group. This large group Major Medical COC is offered and underwritten by Piedmont.

A. YOUR RESPONSIBILITIES

You assume certain responsibilities by partnering with Piedmont to protect your health. It is important that you understand these responsibilities:

Know Your Piedmont Physician. You should establish a personal and continuous relationship with your selected Piedmont Physician. Maintaining this ongoing relationship is an essential part of health care.

Use Piedmont Physicians. To receive the highest level of Benefits under your Coverage with Piedmont, you must use Piedmont Physicians for all of your health care needs. Although not required, Piedmont encourages you to designate and utilize a Primary Care Physician.

Choice of Treating Provider. Piedmont's agreements with Piedmont Providers (in-Network providers) should not be understood as a guarantee or warranty of the professional services of such providers. The choice of Piedmont Physician, Piedmont Provider, or any other provider and the decision to receive or to decline to receive health care services is the sole responsibility of the Participant.

Changes in Coverage. Any change in employment, residence, or number of Participants affects Coverage. Please make sure that Piedmont is notified as soon as possible, but no more than 31 days after any of the following changes occur:

1. Change in marital status;
2. Participant loses eligibility for enrollment (e.g. marriage, exceeding the Limiting Age, divorce, etc.);
3. New Participant becomes eligible (e.g. newborns);
4. Change of address or phone number;
5. Change in Subscriber's employment;
6. Subscriber assumes permanent residence outside the Service Area;
7. Death of a Subscriber;
8. Availability of other health Coverage.

Failure to provide proper notice of changes in Coverage may affect your Coverage. Piedmont is not responsible for lapses in Coverage due to your failure or your employer's failure to provide proper notice of a change in Coverage.

Your Identification Card (ID Card). Piedmont will issue all Plan Participants an ID card. You must present your identification card whenever you receive Covered Services. Identification cards are not transferable. Unauthorized use of the identification card by any person

can result in termination of enrollment in Piedmont. You will be obligated to pay for the unauthorized Covered Services obtained. The identification card serves only to identify the covered Subscriber and confers no right to Covered Services or Benefits. To be entitled to Covered Services or Benefits, an identification cardholder must, in fact, be a Participant on whose behalf all applicable Premiums have actually been paid. Participants must carry their Piedmont identification cards with them at all times to assure prompt receipt of Covered Services. If a card is lost or stolen, please notify Piedmont immediately. Identification cards remain the property of Piedmont and must be returned upon termination of your Coverage with Piedmont or upon request by Piedmont.

Work as a partner with Piedmont in maintaining good health and use the system properly and efficiently. You should:

- Be on time for appointments.
- Notify your Piedmont Physician or any other Piedmont Provider promptly if an appointment must be canceled.
- Follow the instructions and guidelines given by your Piedmont Physician(s).
- Know prescribed medications, the reasons for taking them, and the procedures for taking them.
- Learn to differentiate between true Emergency situations and Urgent Care needs and how to handle them.
- Make the lifestyle changes recommended by your Piedmont Physician or Piedmont.
- Pay Copayments, Coinsurance, and/or Deductibles at the time the Covered Service is rendered.
- Transfer previous medical records to your Piedmont Physician.
- Make sure that Piedmont is notified of any changes in name, address, phone number, or Participant eligibility.
- Utilize Grievance and Appeal Procedures discussed further in this Certificate of Coverage to resolve concerns and complaints.
- Obtain Covered Services through Piedmont Physicians and other Piedmont Providers.
- Obtain preauthorization before treatment is received for services that require it.
- Obtain a formal referral from Piedmont before treatment is received from non-Piedmont Providers in the event care from non-Piedmont Providers is necessary.
- Follow special procedures when dealing with Emergency and Urgent Care situations in and out of the Service Area.
- Provide Piedmont with requested information, including medical records, physician statements regarding care and treatment, and any information regarding your physical condition.
- Provide Piedmont with the necessary information so coordination of Benefits may take place. Your failure to do so may result in the denial of your claims.

All statements made by a Subscriber shall be considered representations and not warranties. No statement shall be the basis for voiding Coverage or denying a claim after the Certificate of Coverage has been in force for two years from its effective date, unless the statement was material to the risk and contained in a written application.

B. PIEDMONT'S RESPONSIBILITIES

Piedmont will provide health care Benefits according to this Certificate of Coverage and agrees to:

- Provide each Participant with a Piedmont identification card.
- Provide all Benefits described in this Certificate of Coverage subject to its terms, conditions, limitations, and exclusions.
- Keep you informed regarding changes in procedures, Benefits, and Piedmont Providers. Piedmont does not guarantee the continued availability of a particular Piedmont Provider.
- Keep all medical records confidential in accordance with the terms of federal and state privacy protection laws.
- Provide courteous, prompt resolution of your questions, concerns, or complaints.
- Allow continuation of your group Coverage without a break in Coverage or loss of eligibility as provided for herein.
- Assist you in getting an appointment with Piedmont Physicians when requested.
- Make Network arrangements such that your Piedmont Physician (or another physician with whom your Piedmont Physician has made arrangements) is available 24 hours per day, seven days per week in order to refer or direct you for prompt medical care in cases where there is an immediate, urgent need or Emergency.
- Have Piedmont's or its designee's personnel available for preauthorization of treatment at all times when preauthorization is required. Piedmont requires Piedmont Providers (or Participants if they are acting on their own behalf) to make preauthorization arrangements during regular business hours. Piedmont's preauthorization is not required for Emergencies or Urgent Care situations after hours.
- Offer you the right to make recommendations regarding your rights and responsibilities.

Special Limitations - Rights of Plan Participants and obligations of Piedmont are subject to the following special limitations:

To the extent that a natural disaster, war, riot, civil insurrection, epidemic or any other emergency or similar event not within the control of Piedmont results in the facilities, personnel, or financial resources of Piedmont being unavailable to provide or arrange for the provision of Covered Services, Piedmont shall make a good faith effort to provide or arrange for the provision of such health services taking into account the covered Hospital and medical services insofar as practical, and according to its best judgment. Piedmont and Piedmont Providers shall incur no liability or obligation for delay, or failure to provide or arrange for health services if such failure or delay is caused by such an event.

C. IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about your Coverage, you can always contact your agent or Piedmont directly at:

**Piedmont Community HealthCare
Customer Service Department
2316 Atherholt Road
Lynchburg, Virginia 24501
Locally: (434) 947-4463
Toll free: (800) 400-7247
FAX: (434) 947-3670
WEB PAGE: www.pchp.net**

Multi-language Interpreter Services – Interpreters are available to answer any questions you may have about our health and drug plans. To reach an interpreter, call us at (434) 947-4463 or toll free at 1-800-400-7247 during normal business hours. A representative who speaks English will conference in an interpreter who can assist during the call. This is a free service.

TTY Services – TTY users should call 7-1-1 for assistance. This is a free service.

NON-DISCRIMINATION AND LANGUAGE ASSISTANCE

Discrimination is Against the Law

Piedmont complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Piedmont does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Piedmont:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, contact Piedmont's Customer Service at 1-800-400-7247 (TTY: 711). If you believe that Piedmont has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with our Compliance Officer by mail or phone:

Compliance Officer
Piedmont Community Health Plan
2316 Atherholt Road
Lynchburg, VA 24501
434-947-4463 (TTY: 711)

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)
Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Language Assistance

Piedmont Customer Service has free language interpreter services available for non-English speakers. See information above in this section for details.

English

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call 1-800-400-7247 (TTY: 711).

Español (Spanish)

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-400-7247 (TTY: 711).

한국어 (Korean)

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-400-7247 (TTY: 711)번으로 전화해 주십시오.

Tiếng Việt (Vietnamese)

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-400-7247 (TTY: 711).

Tagalog (Tagalog - Filipino)

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-400-7247 (TTY: 711).

العربية (Arabic)

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-400-7247 (رقم هاتف الصم والبكم: 711).

繁體中文 (Chinese)

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電1-800-400-7247 (TTY : 711)。

Français (French)

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-400-7247 (ATS : 711).

বাংলা (Bengali)

লক্ষ্য করুন: যদি আপনি বাংলা, কথা বলতে পারেন, তাহলে নিঃখরচায় ভাষা সহায়তা পরিষেবা উপলব্ধ আছে। ফোন করুন ১-৮০০-৪০০-৭২৪৭ (TTY: 711)।

Bàsɔ̀̀-wùdù-po-nyò (Bassa)

Dè dɛ nià kɛ dyédé gbo: ɔ̃ jũ ké m̃ [Bàsɔ̀̀-wùdù-po-nyò] jũ ní, nií, à wuɖu kà kò dò po-poò b̃ɛ̀n m̃ gbo kpáa. Ɖá 1-800-400-7247 (TTY:711)

èdè Yorùbá (Yoruba)

AKIYESI: Ti o ba nso ede Yoruba ofe ni iranlowo lori ede wa fun yin o. E pe ero ibanisoro yi 1-800-400-7247 (TTY: 711).

Deutsch (German)

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-400-7247 (TTY: 711).

اُردُو (Urdu)

خبردار: اگر آپ اردو بولتے ہیں، تو آپ کو زبان کی مدد کی خدمات مفت میں دستیاب ہیں۔ کال کریں۔ 1-800-400-7247 (TTY: 711)

हिंदी (Hindi)

ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-800-400-7247 (TTY: 711) पर कॉल करें।

فارسی (Persian/Farsi)

توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-800-400-7247 (TTY: 711) تماس بگیرید.

አማርኛ (Amharic)

ማሳሰቢያ: የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በነጻ ሊያገዝዎት ተዘጋጅተዋል፡ ወደ ሚከተለው ቁጥር ይደውሉ 1-800-400-7247 (መስማት ለተሳናቸው፡ 711)፡

Igbo asusu (Ibo)

Ige nti: O buru na asu Ibo asusu, enyemaka diri gi site na call 1-800-400-7247 (TTY: 711).

Русский (Russian)

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-400-7247 (телетайп: 711).

If you have been unable to contact or obtain satisfaction from Piedmont or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

**Post Office Box 1157
Richmond, Virginia 23218-1157
(804) 371-9741
(800) 552-7945 (toll free)
1-877-310-6560 (national toll free)**

Complaints regarding your Coverage may also be directed to the Office of Licensure and Certification of the Virginia Department of Health located at 9960 Mayland Drive, Suite 401, Henrico, Virginia 23233-1463, or by calling them at (800) 955-1819.

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, Piedmont, or the Bureau of Insurance, please have your policy number available.

Piedmont will issue to your employer, for delivery to each person insured, a Certificate of Coverage. This Certificate of Coverage along with the Schedule of Benefits and our customer service department are the best resources for information about your Coverage. It is your responsibility to know and understand your Benefits.

This Certificate of Coverage is not a complete description of your policy. This document summarizes certain applicable provisions from the group policy between your employer and Piedmont. By being a Certificate of Coverage holder, you are agreeing to abide by the applicable terms and conditions of the group policy and this Certificate of Coverage.

Together, the Group Policy and its amendments; this Certificate of Coverage and its attachments, amendments and/or riders (including mutually agreed-upon renewal terms); the Schedule of Benefits, Enrollment/Change Form; and the employer's/group's application constitute the entire contractual Policy between you and Piedmont.

No oral statement of any person, including Employees of Piedmont, shall modify or otherwise affect the Benefits, limitations, and exclusions of the Certificate of Coverage, convey or void any Coverage, increase or reduce any Benefits under this Certificate of Coverage, or be used in support or defense of a claim under this Coverage.

D. OUT-OF-NETWORK OPTION

In order to fully understand your Benefits, it is important for you to read and understand this Certificate of Coverage. This PPO plan allows you to choose whether to receive Benefits from providers who participate in our Network (Piedmont Providers) or to go outside of that Network to receive care at a reduced level of Coverage (out-of-plan). This Certificate of Coverage describes the Benefits for which you and your covered Participants are eligible.

E. REGULATORY AGENCIES

As a Managed Care Health Insurance Plan operating in the Commonwealth of Virginia, Piedmont is subject to regulation by both the Virginia State Corporation Commission Bureau of Insurance (pursuant to Title 38.2 of the Code of Virginia) and the Virginia Department of Health (pursuant to Title 32.1 of the Code of Virginia).

Section II: How to Use Your Benefits

A. COVERED PROVIDERS

This is a PPO Plan. The highest level of Benefits is available when you obtain Covered Services from Piedmont Providers. These Benefits are called "In-Plan" Benefits. Referrals are never needed to visit an In-Plan Specialist Physician, including mental/behavioral health Providers. One exception to this requirement for receipt of In-Plan Benefits is that a Participant may receive In-Plan Benefits for services not available from Piedmont Providers by contacting Piedmont and providing documentation that Covered Services needed by the Participant are not available from Piedmont Providers (or by having your Piedmont Physician provide this information to Piedmont). Piedmont will review this documentation with you and Your Piedmont Physician as necessary and work with you and your Piedmont Physician to arrange for health care services to be provided by referral providers outside of the Service Area with whom Piedmont has made arrangements to provide these Covered Services.

If you have an ongoing special condition as determined by Piedmont that causes you to see an Out-of-Plan Specialist Physician often, you may receive a standing referral. Piedmont or your PCP will refer you to another Out-of-Plan Specialist Physician for treatment of the ongoing special condition. "Special condition" means a condition or disease that is (i) life-threatening, degenerative, or disabling and (ii) requires specialized medical care over a prolonged period of time. The standing referral will allow the Out-of-Plan Specialist Physician to treat you without obtaining further referrals. The Out-of-Plan Specialist Physician may authorize referrals, procedures, tests, and other medical services related to the special condition.

If you have been diagnosed with cancer, you may receive a standing referral to a board certified physician in pain management or an oncologist for cancer treatment. The board certified physician in pain management or oncologist will consult on a regular basis with your PCP and any oncologist providing care to you concerning the plan of pain management. The board certified physician in pain management or oncologist cannot authorize referrals or other health care services.

This Benefit Plan is a Network product that allows Participants to receive most services from either Piedmont Providers or non-Piedmont Providers. A Participant who receives Covered Services from providers other than Piedmont Providers (non-Piedmont Providers) will be subject to a reduced level of Benefits (which may result in no Benefits for some services). These reduced Benefits are called "out-of-plan" Benefits. Coverage for both "in-plan" and "out-of-plan" Benefits is described on the Schedule of Benefits that is a part of this Certificate of Coverage.

Out-of-Plan cost sharing for In-Plan settings – In most cases, when using any In-Plan Piedmont Provider, Covered Services provided by an Out-of-Plan ancillary Provider are covered as In-Plan services. If an occasion comes up where this does not apply, Piedmont will count cost sharing paid by the enrollee for the Covered Service by the Out-of-Plan ancillary provider at the In-Plan setting towards the In-Plan annual Out-of-Pocket maximum.

Piedmont provides a list of participating Network providers and their locations free of charge. You may call Piedmont Customer Service to see if a provider participates in our Network. A list of participating Network providers is also available on Piedmont's website at www.pchp.net.

B. CONTINUITY OF CARE

If your Piedmont Provider leaves Piedmont's Network, you may continue to receive Covered Services from this Piedmont Provider in the following cases:

1. You may receive Covered Services from your Piedmont Primary Care Physician for a period of 90 days from the date of the Primary Care Physician's notice of termination to Piedmont as a Piedmont Physician as long as the Physician remains in the Service Area and is open to see patients.
2. You may receive Covered Services from Piedmont Providers other than your Primary Care Physician for a period of 90 days from the date of the Piedmont Provider's notice of termination as a Piedmont Provider, but only if you
 - a. Were in an active course of treatment from the Piedmont Provider prior to the notice of termination, and
 - b. Request the ability to continue receiving Covered Services from this Piedmont Provider for the 90-day period following the date of the Piedmont Provider's notice of termination as a Piedmont Provider.
3. A Participant who has entered the second trimester of her pregnancy at the time of her Piedmont Provider's notice of termination as a Piedmont Provider may continue to receive Covered Services from her Piedmont Provider. This continuation of maternity Coverage may include, at the Participant's option, Covered Services for postpartum care directly related to the delivery.
4. A terminally ill Participant (as defined by Section 1861 (dd) (3) (A) of the United States Social Security Act), who had been determined to be terminally ill at the time of his/her Piedmont Provider's notice of termination as a Piedmont Provider, may continue, at his/her option, to receive Covered Services directly related to treatment of the terminal illness from this provider for the remainder of his/her life.

The continuity of care provided for in this Continuity of Care subsection is not available if either: (a) Piedmont terminates your Piedmont Provider (including your Primary Care Physician) from the Network "for cause"; or (b) if you cease to be a Plan Participant. Piedmont will pay the provider for Covered Services you receive pursuant to this subsection in accordance with Piedmont's agreement with the provider in effect immediately before the termination of the provider as a Piedmont Provider.

C. ACCESS TO PARTICIPATING PROVIDERS

You will receive the highest level of Benefits when Covered Services are received from Piedmont Physicians and other Piedmont Providers, except in the case of Emergencies. You will

be eligible for a lower level of Benefits or no Benefits under this Certificate of Coverage if you receive services from a non-Piedmont Provider except as described in Paragraph B. above.

A Participant may to select as his or her primary care provider any qualified Piedmont Physician who is available to accept the Participant.

A Participant may to select as his or her enrolled Child's primary care provider any Piedmont Physician who specializes in pediatrics if the physician is available to accept the Child as a patient.

An office visit to any Piedmont Physician does not require a preauthorization by or notification to Piedmont. A Piedmont Physician may perform the following procedures or diagnostic exams in his/her office without a preauthorization.

1. Laboratory services referred to a Piedmont Provider or in the Physician's office.
2. X-rays.
3. Prescriptions for medications.
4. Minor surgical procedures.
5. Prescriptions for durable medical equipment and equipment or supplies for diabetes, any of which costs \$750 or less.
6. Routine supplies used in conjunction with the Physician's services. Examples are antiseptics, test supplies, gloves, and ace bandages.

D. SERVICES REQUIRING PREAUTHORIZATION

Certain Covered Services will require preauthorization by Piedmont, except in an Emergency or Urgent Care situation after hours. Your Piedmont Physician will work with you and Piedmont to handle these preauthorization arrangements. Examples of these Services include, but are not limited to, the following.

1. Referrals for Covered Services to all Providers who are not Piedmont Providers in order to obtain In-Plan Benefits. Failure to obtain the referral will result in a reduced level of benefits called Out-of-Plan benefits;
2. Transplant services;
3. Audiology testing;
4. Outpatient substance use disorder services/treatment;
5. Non-Emergent ambulance or air ambulance transport services.
6. Clinical trials;
7. Durable medical equipment (DME) over \$750 (for all places of service);
8. Additional DME regardless of pricing for the following:
 - External insulin pumps;
 - Prosthetics and orthotics;
 - Diabetic shoes and inserts;
 - TENS units;
 - Monthly rental items including oxygen, CPAP/BiPap, hospital beds, and

- wound vacs;
 - Repair and replacement of DME if over \$750 or on above list;
9. Medications:
 - Botulinum toxin;
 - Chemotherapy;
 - Infusion therapy, including ambulatory infusion center setting;
 - Injections, including but not limited to intravitreal injections and viscosupplementation;
 10. Inpatient Hospital (except for routine vaginal/C-section deliveries at In-Network Hospitals);
 11. Partial Hospitalization;
 12. Acute rehabilitation;
 13. Skilled nursing facility;
 14. Long-term acute care Hospital;
 15. Substance abuse treatment;
 16. Radiation therapy;
 17. Proton beam therapy;
 18. Intensity-modulated radiation therapy (IMRT);
 19. Magnetic resonance imaging (MRI) (except breast MRI);
 20. Magnetic resonance angiography (MRA);
 21. Magnetic resonance cholangiopancreatography (MRCP);
 22. Positron emission tomography (PET) scans;
 23. Bone scans;
 24. Outpatient surgeries, including those performed in the Outpatient Hospital or ambulatory surgery center setting and oral surgery;
 25. Ablation procedures (no preauthorization needed for cardiac ablation procedures), and radiofrequency ablation, including those performed in-office;
 26. Endoscopic retrograde cholangio-pancreatography (ERCP);
 27. Sclerotherapy;
 28. Wireless capsule endoscopy;
 29. All tertiary care services, including transplant services;
 30. Applied behavioral analysis (ABA) services;
 31. Home infusion services.

A Participant is not required to receive a referral or preauthorization from their Primary Care Provider before receiving obstetrical or gynecological care from a Provider who specializes in obstetrics or gynecological care. Obstetrical and gynecological care that the Participant may receive from a Provider without the Primary Care Provider's prior preauthorization includes ordering related obstetrical and gynecological items and services that are Covered Benefits.

You or your Provider must submit documentation, including a treatment plan when requested, to Piedmont for services requiring preauthorization. Piedmont will establish that the appropriate level of criteria have been met and, if so, provide a preauthorization to the Provider from whom you plan to receive services.

When you require resuscitation, Emergency treatment, or your life is endangered, Piedmont does not require a preauthorization before you call: (1) an Emergency 911 system; or (2) other state, county or municipal Emergency medical system.

Emergency Services provided to the Participant in the Emergency department of a Hospital or other skilled medical facility are Covered Benefits:

- (1) Without regard to whether the health care provider furnishing the Emergency Services is a Piedmont Provider with respect to the services;
- (2) Without the need for preauthorization, even if the Emergency Services are provided by a non-Piedmont Provider; and
- (3) If the Emergency Services are provided by a non-Piedmont Provider, without imposing any administrative requirement or limitation on Coverage that is more restrictive than the requirements or limitations that apply to Emergency Services received from Piedmont Providers.

Cost-Sharing for Emergency Services

The Copayment amounts and Coinsurance percentages for Emergency Services received from a non-Piedmont Provider are the same as the Copayment amounts and Coinsurance percentages for Emergency Services received from a Piedmont Provider.

Piedmont will pay the greater of the following amounts for Emergency Services received from a non-Piedmont Provider:

- (1) The amount set forth in your Certificate of Coverage or Schedule of Benefits.
- (2) (a) The amount negotiated with Piedmont Providers for the Emergency Service provided, less any Copayment or Coinsurance amounts imposed in your Certificate of Coverage or Schedule of Benefits. (b) If there is more than one amount negotiated with Piedmont Providers for the Emergency Service, the amount paid will be the median of these negotiated amounts, less any Copayment or Coinsurance amounts imposed in your Certificate of Coverage or Schedule of Benefits.
- (3) The Usual and Customary amount for the Emergency Service calculated using the same method that Piedmont generally uses to determine payments for services provided by a non-Piedmont Provider (the Allowable Charge), less any Copayment or Coinsurance amounts imposed in your Certificate of Coverage or Schedule of Benefits.
- (4) The amount that would be paid under Medicare (Part A or Part B of Title XVIII of the Social Security Act, 42 U.S.C. 1395 et seq.) for the Emergency Service, less any Copayment or Coinsurance amounts imposed in your Certificate of Coverage or Schedule of Benefits.

The other cost-sharing provisions in your certificate and Schedule of Benefits for Covered Benefits received from non-Piedmont Providers continue to apply to Emergency Services received from non-Piedmont Providers. Examples of these other cost-sharing provisions include Deductibles and Out-of-Pocket Limits. Any Deductible or Out-of-Pocket Limit that applies generally to services received from non-Piedmont Providers also applies to Emergency Services received from non-Piedmont Providers.

E. PREAUTHORIZATION FOR SERVICES FROM NON-PIEDMONT PROVIDERS

If your Piedmont physician feels that you need to see a physician or other medical professional who is not a Piedmont provider and you believe these services may be eligible for in-plan Benefits, then your physician must submit, in writing, medical information to Piedmont prior to your receiving services. Retroactive requests for consideration at the in-plan Benefit level will not be considered. Covered services from non-Piedmont providers must be authorized by Piedmont. Piedmont has the right to determine where the service can be provided for Coverage when a Piedmont Provider cannot render the service.

F. PREAUTHORIZATION FOR TRANSPLANT PROCEDURES

Transplantation of internal organs will require additional information prior to preauthorization by Piedmont. Piedmont will request a predetermination letter from the treating physician that provides a brief clinical summary and specifies the need for the procedure. Covered transplant procedures received without Piedmont's preauthorization or from providers not authorized by Piedmont will be subject to out-of-plan Benefits.

G. PREAUTHORIZATION FOR COSMETIC SURGERY PROCEDURES

Some surgical procedures may be considered cosmetic and may require additional information prior to preauthorization. Piedmont will request a predetermination letter providing a brief clinical summary and specifying the need for the procedure. Any procedure determined to be cosmetic is not eligible as a Covered Service under this Certificate of Coverage. A list of procedures normally considered cosmetic procedures includes, but is not limited to, those listed below.

1. Abdominoplasty
2. Blepharoplasty/Ptosis
3. Breast reduction surgery, except reconstructive breast surgery as defined in this policy
4. Otoplasty
5. Replacement of breast implants
6. Rhinoplasty
7. Rhytidectomy
8. Scar revision, except reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection, or other diseases of the involved part
9. Sclerotherapy for varicose veins; this treatment is covered when services are Medically Necessary
10. Surgical treatment of hemangiomas

H. PREAUTHORIZATION FOR MENTAL HEALTH AND SUBSTANCE USE DISORDER SERVICES

Inpatient and Outpatient mental health and substance use disorder services are available. As required for other medical and surgical facility Benefits, a preauthorization from Piedmont is required for any Inpatient or Outpatient mental health and substance use disorder facility services. A preauthorization is also required for any Inpatient or Outpatient services, and office visits from non-Piedmont Providers. Mental health and substance use disorder services received without Piedmont's preauthorization when required or from non-Piedmont Providers not authorized by Piedmont will be covered out-of-plan.

I. CASE MANAGEMENT

The case management program is comprehensive in its approach. Case management personnel, working in the community in a cooperative manner with local physicians, will become involved with management of a Participant's care in both the Inpatient setting and the Outpatient setting. Case management will be instituted for all patients with complex diagnoses, frequent readmissions, and diagnoses identified by Piedmont as amenable to case management coordination.

J. UTILIZATION MANAGEMENT PROGRAM

The Utilization Management (UM) program consists of the following:

1. Preauthorization for certain non-Emergency services before Covered Services are provided;
2. Retrospective review of the Medical Necessity of medical services provided on an Emergency basis;
3. Concurrent review, based on the admitting diagnosis of services requested by the attending Physician; and
4. Certification of services and planning for discharge from a facility or cessation of medical treatment.

The Utilization Management program evaluates the appropriateness and/or Medical Necessity of healthcare Services to determine what is payable under this Certificate of Coverage. The goal of the UM program is to ensure the most medically appropriate Services are rendered to patients in the most appropriate clinical setting.

UM decision making is based only on the appropriateness of the care and service(s) requested and existence of Coverage. Piedmont does not reward or compensate practitioners or other individuals conducting utilization review for issuing denials of Coverage or service. Financial incentives for UM decision makers do not encourage decisions that result in underutilization.

Section III: What You Pay for Benefits

All services or supplies that you receive are subject to the terms, conditions, definitions, limitations, and exclusions described elsewhere in this Certificate of Coverage. Piedmont will only pay for Medically Necessary Covered Services. Additionally, Piedmont will only pay the charges incurred by you when you are actually eligible for the Covered Services received (for example, Premium has been paid by you or on your behalf).

A. DEDUCTIBLE (when applicable)

1. **Deductible Amount.** This is an amount of charges for Covered Services for which no Benefits will be paid. Before Benefits can be paid in a Calendar Year, a Participant must meet the deductible shown in the Schedule of Benefits. Covered Services that are subject to a Copayment rather than Coinsurance will not be subject to the Deductible.
2. **Family Unit Limit.** When Participants of a Family Unit have incurred the dollar amount shown in the Schedule of Benefits toward their Calendar Year Deductibles, the Deductibles of all Participants of that Family Unit will be considered satisfied for that Calendar Year. No individual family member will pay more than the “per person” amount shown in the Schedule of Benefits. Any amounts of Deductible paid in excess of the Family Unit Limit in a calendar year will be promptly reimbursed to the paying Plan Participant.

B. COPAYMENT/COINSURANCE AMOUNTS

For Benefits with only Copayment responsibilities, Participants will pay a specific Copayment amount and the remainder will be covered in full up to the Allowable Charge.

For Benefits with Coinsurance responsibilities, Participants will pay a percentage of the Allowable Charge and the remainder will be covered in full up to the Allowable Charge.

For plans with Deductibles, the Coinsurance applies after the applicable Deductible has been satisfied if the service is subject to the Deductible. When seeing a non-Piedmont Provider, Participants are responsible for billed charges in excess of the Allowable Charge. Amounts above the Allowable Charge do not apply toward the maximum out-of-pocket.

For some plans, the Copayment, Deductible, and Coinsurance may all apply to Benefits, however, the Copayment and Coinsurance will not apply to the same Benefit. In these instances, Benefits will be covered up to the Allowable Charge following the applicable Copayment, Deductible and/or Coinsurance amounts as described on the Schedule of Benefits.

C. BENEFIT PAYMENT

Each Calendar Year, Benefits will be paid for those Covered Services a Participant receives that are in excess of the Deductible. Payment will be made based on the amounts shown in the Schedule of Benefits. No Benefits will be paid in excess of the limits listed in this Certificate of Coverage or the Schedule of Benefits that is made a part hereof.

D. OUT-OF-POCKET LIMIT

Covered Services are payable as shown in the Schedule of Benefits until the Out-of-Pocket Limit shown in the Schedule of Benefits is reached. Then, Allowable Charges incurred by a Participant will be payable at 100% (except for those charges excluded from the Out-of-Pocket Limit) for the remainder of that Calendar Year.

Piedmont shall maintain records showing the amount of cost shares paid by a Family Unit of Plan Participants during the Calendar Year. When a Family Unit reaches the Out-of-Pocket Limit, Allowable Charges incurred by a Participant of that Family Unit will be payable by Piedmont at 100% (except those for charges excluded from the Out-of-Pocket Limit) for the remainder of that Calendar Year. Piedmont shall provide written notice to a Subscriber within 30 days after the maximum Out-of-Pocket Limit is reached for cost shares and shall thereafter not charge any further cost shares to that Family Unit of Plan Participants for the remainder of the Calendar Year. Any excess cost shares received after such notice shall be promptly refunded.

Charges excluded from the Out-of-Pocket Limit are:

- Any amounts payable by the Participant for Pediatric Dental;
- Non-Covered Services as described in this Certificate of Coverage;
- Charges in excess of any Benefit limitations; and
- Amounts above the Allowable Charge.

Once you have met your maximum out-of-pocket for the calendar year, you will still have cost obligations for the items listed above.

NOTE: The out-of-pocket maximums for in-plan and out-of-plan Benefits accumulate separately.

E. ALLOWABLE CHARGE

Allowable Charge means the amount determined by Piedmont as payable for a specified Covered Service or the provider's charge for that service, whichever is the lesser. Piedmont will not pay more than its Allowable Charge for any Covered Service. You will only have to pay your Copayment, Deductible, and/or Coinsurance and will not be balance billed by Piedmont Providers for amounts above the Allowable Charge. When seeing a non-Piedmont Provider due to a Piedmont preauthorized referral or an Emergency, Participants are responsible for billed charges in excess of the Allowable Charge. Amounts above the Allowable Charge do not apply toward the maximum out-of-pocket.

Section IV: Covered Benefits

Piedmont covers only those services that are Medically Necessary. Just because the service is prescribed by a provider does not mean the service is Medically Necessary. Piedmont shall make all determinations that are required for the administration of the Certificate of Coverage including determinations regarding Medical Necessity and Covered Services. Medical Necessity is to be determined in accordance with generally accepted standards of medical care as determined by Piedmont. Participants have a right to appeal any adverse claims determination made by Piedmont. The appeals process is described in Section VII of this Certificate of Coverage.

Covered Services are covered at the in-plan level only when provided by a Piedmont Provider or when appropriate preauthorization has been obtained as described in Section II of this Certificate of Coverage. Out-of-plan Benefits are described in Section VI of this Certificate of Coverage.

A. ALLERGY TREATMENT

Allergy testing, diagnosis and Medically Necessary treatment (including allergy shots) are Covered Services, including the doctor office visits. Also included is allergy serum for allergy shots.

B. AMBULANCE SERVICES

Medically Necessary ambulance services are Covered Services if these services are authorized in advance by Piedmont. Coverage only includes one-way transportation for services to or from the nearest Hospital or skilled care facility where necessary treatment can be provided. In an Emergency, preauthorization in advance of receiving services is not required and services are available 24 hours a day, 7 days a week. Air ambulance services are also Covered Services when preauthorized by Piedmont or without preauthorization in cases of Medical Necessity requiring resuscitation or Emergency relief or where human life is endangered. In cases of Medical Necessity, only those air ambulance services required to take such Participant to the geographically closest Hospital capable of treating that Participant's Medically Necessary condition will be covered. Reimbursement shall be made directly to the provider, when Piedmont is presented with an assignment of Benefits by the person providing such services.

C. CHEMOTHERAPY

Chemotherapy, the treatment of disease by chemical or biological antineoplastic agents, is covered. This includes Coverage for cancer chemotherapy drugs administered orally and intravenously or by injection. Cost-sharing (copayments, coinsurance and/or deductible amounts) for orally administered chemotherapy drugs and cancer chemotherapy drugs shall not be greater than cost-sharing for intravenously or by injection administered drugs.

D. CLINICAL TRIALS FOR LIFE-THREATENING DISEASES/CONDITIONS

This Certificate of Coverage includes Coverage of routine patient costs of qualified individuals associated with approved clinical trials for life-threatening diseases or conditions. Piedmont will not deny a qualified individual participation in an approved clinical trial, deny or limit, or impose additional conditions on the Coverage of routine patient costs for items or services furnished in connection with participation in the approved clinical trial. Piedmont will not discriminate against the individual on the basis of the individual's participation in the approved clinical trial. Routine patient costs do not include the cost of the investigational item, device or service; the cost of items and services provided solely to satisfy data collection and analysis needs and that are not used in direct clinical management; the cost for a service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

An "approved clinical trial" means a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition, and the study or investigation is (i) a federally funded or approved trial, (ii) conducted under an investigational new drug application reviewed by the U.S. Food and Drug Administration, or (iii) a drug trial that is exempt from having an investigational new drug application. "Life threatening condition" means any disease or condition from which the likelihood of death is probable unless the course of disease or condition is interrupted. In all cases, Coverage for any clinical trial for life-threatening diseases or conditions is available only if:

- a. There is no clearly superior non-Investigative treatment alternative;
- b. The available clinical or pre-clinical data provides a reasonable expectation that the life threatening disease treatment will be at least as effective as the non-Investigative alternative; and
- c. You and your Physician who furnishes Covered Services to you conclude that your participation in the clinical trial would be appropriate under the terms and conditions contained in your Piedmont Coverage.
- d. The facility and personnel providing the treatment are capable of doing so by virtue of their experience, training, and expertise.

To qualify for consideration as a Covered Service, the treatment to be provided must be a clinical trial approved or funded by:

- a. The National Institutes of Health (NIH). (Includes the National Cancer Institute ("NCI");
- b. The Centers for Disease Control and Prevention;
- c. The Agency for Health Care Research and Quality;
- d. The Centers for Medicare and Medicaid Services;
- e. Cooperative group or center of any of the entities described in (a) through (d) or the Department of Defense or the Department of Veterans Affairs;
- f. A qualified non-governmental research entity identified in the guidelines is issued by the National Institutes of Health for center support grants;
- g. The Department of Veterans Affairs, the Department of Defense, or the Department of Energy as long as the study or investigation has been reviewed and approved through a system of peer review that the Secretary determines 1)

to be comparable to the system of peer review of studies and investigations used by the National Institutes of Health, and 2) assures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review;

- h. An NCI cooperative group (i.e. a formal Network of facilities that collaborates on research projects and has an established United States National Institutes of Health-approved peer review program operating within the group - includes the NCI Clinical Cooperative Group and the NCI Community Clinical Oncology Program) or an NCI center);
- i. The United States Food and Drug Administration in the form of an investigational new drug application; or
- j. An institutional review board of an institution in the Commonwealth of Virginia that has a multiple project assurance contract (i.e. a contract between an institution and the United States Department of Health and Human Services that defines the relationship of the institution to the Department of Health and Human Services and sets out the responsibilities of the institution and the procedures that will be used by the institution to protect human subjects) approved by the NCI's Office of Protection for Research Risks).

Piedmont's payment for Covered Services that you receive during participation in clinical trials for treatment studies on life threatening diseases will be determined in the same manner as Piedmont determines payment for other Covered Services. Durational limits, dollar limits, Deductibles, Copayments, Coinsurance, and allowable charge limits for these services will be no less favorable than for other Covered Services. Covered Services mean Medically Necessary health care services that are incurred as a result of the treatment being provided to you for the purposes of a clinical trial. Covered Services do not include (i) the costs of non-health care services that you may be required to receive as a result of the treatment being provided for the purposes of a clinical trial, (ii) the costs associated with managing the research associated with the clinical trial, or (iii) the costs of the investigational drug or device.

E. DIABETES CARE MANAGEMENT

Piedmont covers medical supplies, equipment, and education for diabetes care for all diabetics. This includes Coverage for the following:

- Medically necessary insulin pumps;
- Home blood glucose monitors, lancets, blood glucose test strips, syringes, and hypodermic needles and syringes when purchased from a pharmacy; and
- Outpatient self-management training and education performed in-person; including medical nutrition therapy, when provided by a certified, licensed, or registered health care professional.

In order to receive in-plan Benefits, equipment and supplies for diabetes must be obtained from the designated Piedmont Providers for this health service. Equipment that has been lost or damaged due to your neglect or abuse will not be repaired or replaced. Supplies must be purchased in quantities or units equivalent to a 30-day supply.

Routine diabetic foot care is also a Covered Service, including treatment of corns, calluses, and care of toenails.

F. DIAGNOSTIC SERVICES

Diagnostic services including, but not limited to, x-rays, radiology (including mammograms), ultrasound, nuclear medicine, EKGs, EEGs, echocardiograms, hearing and vision tests for a medical condition or injury (not for screenings or preventive care), MRA, MRI, MRS, CTA, PET/CT Fusion scans, CT scans, SPECT scans, QTC Bone Densitometry, diagnostic CT Colonography, nuclear cardiology, BRCA and fetal screenings, and non-preventive diagnostic colonoscopy and diagnostic mammography performed in an Inpatient or Outpatient facility are covered under the Inpatient or Outpatient facility Benefit. Preventive screening mammography and screening colonoscopy services may be covered without requirement of further payment by you. Diagnostic tests include lab and pathology services as well as the professional services for test interpretation, x-ray reading, lab interpretation and scan reading. Diagnostic tests are covered in both an Inpatient and Outpatient setting. Diagnostic sleep testing and treatment are covered.

Diagnostic Imaging Services and Tests include but are not limited to:

- X-rays and regular imaging services
- Ultrasound
- Electrocardiograms (EKG)
- Electroencephalography (EEG)
- Echocardiograms
- Radiology including mammograms and nuclear medicine
- Hearing and vision tests for a medical condition or injury
- Tests ordered before a surgery or admission
- Professional services for test and lab interpretation, and X-ray and scan reading

Advanced Imaging Services include but are not limited to:

- CT Scans
- CTA Scans
- Magnetic Resonance Imaging (MRI)
- Magnetic Resonance Angiography (MRA)
- Magnetic Resonance Spectroscopy (MRS)
- Nuclear Cardiology
- PET Scans
- PET/CT Fusion Scan
- QTC Bone Densitometry
- Diagnostic CT Colonography
- Single Photon Emission Computed Tomography (SPECT) Scans

G. DIALYSIS

Piedmont covers dialysis treatment, which is the treatment of severe kidney failure or chronic poor functioning of the kidneys. This includes hemodialysis and peritoneal dialysis. Home dialysis equipment and supplies are covered Benefits. In addition, dialysis treatments are covered in an Outpatient facility or doctor's office.

H. DOCTOR VISITS AND SERVICES

Piedmont covers visits to a doctor's office, including office visits to a Primary Care Physician, a Specialist Physician, nurse practitioner, physician assistant and any other Provider(s) as defined in this Certificate of Coverage, or your doctor's visits to your home, visits to an Urgent Care center, Hospital Outpatient department or Emergency room, visits to Retail Health Clinics (walk-ins), visits for shots needed for treatment (including allergy shots), and interactive telemedicine services. Physician (Doctor) includes Primary Care Physician (PCP), Specialist Physician, nurse practitioner, physician assistant and any other Provider(s) as defined in this COC.

I. DURABLE MEDICAL EQUIPMENT AND SUPPLIES

Rental of Medically Necessary durable medical equipment (or purchase if such purchase would be less than rental cost as determined by Piedmont) is a Covered Service. In order to receive in-plan Benefits, durable medical equipment must be obtained from designated Piedmont Providers. Covered durable medical equipment, including the cost of fitting, adjustment, and repair, is listed below:

- a. Hospital beds;
- b. Bedside commode, shower chair, and tub rails;
- c. Canes, crutches, walkers, slings, splints, cervical collars, and traction apparatus;
- d. Wheelchairs and Medically Necessary wheelchair accessories and supplies;
- e. Oxygen and oxygen equipment, including C-pap) and Bi-pap;
- f. Ostomy supplies, including bags, flanges, and belts;*
- g. Indwelling catheters, straight catheters, and catheter bags;*
- h. Respirators;
- i. Jobst stockings or equivalent when prescribed by a vascular surgeon prior to or following vascular surgery;
- j. The first pair of contact lenses or eyeglasses following approved cataract surgery without implant or for the treatment of accidental injury;
- k. Prosthetic devices and components, orthopedic braces, leg braces including attached or built-up shoes attached to a leg brace, molded or therapeutic shoes for diabetics with peripheral vascular disease; arm braces, back braces, neck braces, head halters, catheters and related supplies and splints;
- l. Two bras or camisoles per year (two total) following mastectomy;
- m. Nebulizers;
- n. One wig following chemotherapy
- o. Negative pressure wound therapy or "wound vac";

- p. Orthotics, other than foot orthotics;
- q. Phototherapy lights; and
- r. Lymphedema sleeves.

Benefits also include the supplies and equipment needed for the use of the durable medical equipment (for example, battery for a powered wheelchair). Those supplies noted with a “*” to be purchased in quantities or units equivalent to a 30-day supply.

Piedmont covers maintenance and necessary repairs of durable medical equipment except when damage is due to neglect. Piedmont will not replace lost durable medical equipment. Any durable medical equipment not listed above is not a Covered Service. This includes but is not limited to TENS unit and TMJ appliances.

Coverage is also included for the repair, fitting, adjustments, and replacement of a prosthetic device. In addition, components for artificial limbs are covered.

Piedmont will consider providing Coverage for the replacement (rather than repair) of durable medical equipment under the following conditions:

1. Non repairable as deemed by the manufacturer.
2. When cost of repairs exceed replacement costs.
3. When device is no longer functional as deemed by manufacturer or durable medical equipment provider.
4. Not for reason of warranty expiration.

J. EARLY INTERVENTION SERVICES

Benefits for Medically Necessary speech and language therapy, occupational therapy, physical therapy, and assistive technology services and devices are Covered Benefits if the Dependent Child is: (1) from birth to age 3; and (2) certified by the Department of Behavioral Health and Development Services as eligible for services under Part H of the Individuals with Disabilities Education Act. Medically Necessary early intervention services for the population certified by the Department of Behavioral Health and Development Services means those services designed to help an individual attain or retain the capability to function age-appropriately within his environment, and shall include services that enhance functional ability without effecting a cure. No therapy visit maximum applies to occupational, physical or speech therapy services received under this Benefit.

K. EMERGENCY AND URGENT CARE SERVICES

When you require resuscitation, Emergency treatment, or your life is endangered, Piedmont does not require a preauthorization before you call: (1) an Emergency 911 system; or (2) other state, county or municipal Emergency medical system.

Emergency services, including professional and facility services, provided to the Participant in the Emergency department of a Hospital or other skilled medical facility are Covered Benefits:

- (1) Without regard to whether the health care provider furnishing the Emergency services is a Piedmont Provider with respect to the services;
- (2) Without the need for preauthorization by Piedmont, even if the Emergency services are provided by a non-Piedmont Provider; and
- (3) If the Emergency services are provided by a non-Piedmont Provider, without imposing any administrative requirement or limitation on Coverage that is more restrictive than the requirements or limitations that apply to Emergency services received from Piedmont Providers.

Cost-Sharing for Emergency Services

The Copayment amounts and Coinsurance percentages for Emergency services received from a non-Piedmont Provider are the same as the Copayment amounts and Coinsurance percentages for Emergency services received from a Piedmont Provider. Services received in an emergency room setting that are not for a true emergency will be applied to the out-of-plan level of cost sharing equal to other services received out-of-plan, except for the initial screening and stabilization. The initial screening and stabilization services will be applied to the in-plan level of cost sharing for emergency services.

Piedmont will pay the greater of the following amounts for Emergency services received from a non-Piedmont Provider:

- (1) The amount set forth in your certificate or Schedule of Benefits.
- (2) (a) The amount negotiated with Piedmont Providers for the Emergency service provided, less any Copayment or Coinsurance amounts imposed in your Certificate of Coverage or Schedule of Benefits. (b) If there is more than one amount negotiated with Piedmont Providers for the Emergency service, the amount paid will be the median of these negotiated amounts, less any Copayment or Coinsurance amounts imposed in your Certificate of Coverage or Schedule of Benefits.
- (3) The Usual and Customary amount for the Emergency service calculated using the same method that Piedmont generally uses to determine payments for services provided by a non-Piedmont Provider (the Allowable Charge), less any Copayment or Coinsurance amounts imposed in your Certificate of Coverage or Schedule of Benefits.
- (4) The amount that would be paid under Medicare (Part A or Part B of Title XVIII of the Social Security Act, 42 U.S.C. 1395 et seq.) for the Emergency service, less any Copayment or Coinsurance amounts imposed in your Certificate of Coverage or Schedule of Benefits.

The other cost-sharing provisions in your Certificate of Coverage and Schedule of Benefits for Covered Benefits received from non-Piedmont Providers continue to apply to Emergency services received from non-Piedmont Providers. Examples of these other cost-sharing provisions include Deductibles and Out-of-Pocket Limits. Any Deductible or Out-of-Pocket Limit that applies generally to services received from non-Piedmont Providers also applies to Emergency services received from non-Piedmont Providers. Non-Piedmont Providers (including facilities) may balance bill for amounts in excess of the maximum allowed amount. This means you may be responsible for the difference between the covered amount and the amount charged by the provider, in addition to any copay, coinsurance or deductible.

1. Emergency and Urgent Care Services Within the Service Area

- a. Medical Care is available through Piedmont Physicians 7 days a week, 24 hours a day. If you need medical care, you should call your Piedmont Physician immediately for instructions on how to receive care.
- b. If the Emergency requires immediate action, you should be taken to the nearest appropriate Hospital or skilled medical facility.
- c. Piedmont covers services rendered by providers other than Piedmont Providers when the condition treated is an Emergency as defined in this Certificate of Coverage.
- d. Emergency services provided within Piedmont's Service Area will include Covered Services from non-Piedmont Providers only when a delay in receiving care from a Piedmont Provider could reasonably be expected to cause your condition to worsen if left unattended.

2. Emergency and Urgent Care Services Outside the Service Area

- a. Piedmont covers Urgent Care and Emergency services outside the Service Area if you sustain an injury or become ill while temporarily away from the Service Area. Accordingly, Benefits for these services are limited to care which is required immediately and unexpectedly. Elective care or care required as a result of circumstances which could reasonably have been foreseen prior to departure from the Service Area is not a Covered Service. Benefits for maternity care or childbirth do not include normal term delivery outside the Service Area, but do include earlier complications of pregnancy or unexpected delivery occurring outside the Service Area.
- b. If an Emergency or Urgent Care situation occurs when you are temporarily outside the Service Area, you should obtain care at the nearest Hospital or skilled medical facility. You or your representative is responsible for notifying Piedmont within 24 hours, on the next working day, or as soon as you are physically/mentally capable of doing so.
- c. Benefits for continuing or follow-up treatment must be pre-arranged by Piedmont and provided in the Service Area by Piedmont Providers and are subject to all provisions of this Certificate of Coverage.

3. Notification

In the event of an Emergency requiring Hospitalization, or for which Outpatient Emergency services are necessary, you or your representative must notify Piedmont within 24 hours after care is commenced, on the next working day, or as soon as you are physically/mentally capable of doing so. This applies to services received inside or outside the Service Area.

L. HEARING SERVICES

Piedmont covers infant hearing examinations for covered newborn children when performed by a Provider in the manner provided for herein. Piedmont's Coverage is for infant hearing screenings and all necessary audiological examinations provided pursuant to applicable law

or regulation of the Commonwealth of Virginia using any technology approved by the United States Food and Drug Administration, and as recommended by the national Joint Committee in Infant Hearing in its most current position statement addressing early hearing detection and intervention programs. Subject to the terms and conditions hereof, this Coverage includes any follow-up audiological examinations as recommended by a physician or audiologist and performed by a licensed audiologist to confirm the existence or absence of hearing loss. All other hearing services and supplies are not covered.

M. HEMOPHILIA

Treatment of **hemophilia** and **other congenital bleeding disorders** is a Covered Service. The Benefits include Coverage for expenses incurred in connection with the treatment of routine bleeding episodes, including Coverage for the purchase of blood products and blood infusion equipment required for home treatment of routine bleeding episodes associated with hemophilia and other congenital bleeding disorders when the home treatment program is under the supervision of a state-approved hemophilia treatment center. For the purposes of this subsection, the following terms have the following meanings: “Blood infusion equipment” includes, but is not limited to, syringes and needles. “Blood product” includes, but is not limited to, Factor VII, Factor VIII, Factor IX, and cryoprecipitate. “Hemophilia” means a lifelong hereditary bleeding disorder usually affecting males that results in prolonged bleeding primarily into the joints and muscles. “Home treatment program” means a program where Plan Participants or family members are trained to provide infusion therapy at home in order to achieve optimal health and cost effectiveness. “State-approved hemophilia treatment center” means a Hospital or clinic that receives federal or state Maternal and Child Health Bureau, and/or Centers for Disease Control funds to conduct comprehensive care for persons with hemophilia and other congenital bleeding disorders.

N. HOME HEALTH CARE

1. **Home Health Services.** Home health services covers treatment provided in your home on a part-time or intermittent basis if provided by a licensed health care professional, including nurse, therapist, or home health aide. This includes nursing care; habilitative and rehabilitative services (subject to the limitations set forth herein); home infusion therapy as described in this section under Paragraph **R. Infusion Therapy**; medical supplies; and other Medically Necessary services and supplies. Home health services are only covered for care and treatment of an injury or illness when Hospital or skilled nursing facility confinement would otherwise be required. These services are only covered when your condition generally confines you to your home except for brief absences. Homemaker services, food and home-delivered meals, custodial care (including Outpatient custodial care), respite care, and/or other non-medical services are not Covered Services. **Maximum of 100 visits per calendar year.** Physical, speech, and occupational therapy services provided as part of home care are not subject to separate visits limits for therapy services.
2. **House Calls.** House calls determined to be Medically Necessary by your Physician and Piedmont are Covered Services.

O. HOSPICE SERVICES

Hospice services are Covered Services if and when:

- A Provider that Piedmont recognizes as a qualified Provider to furnish these services provides these services. Hospice Services means a coordinated program of home and Inpatient care provided directly or under the direction of a licensed hospice under Article 7 of Chapter 5 of Title 32.1 of the Code of Virginia. This includes palliative and supportive physical, psychological, psychosocial and other health services to individuals with a terminal illness utilizing a medically directed interdisciplinary team;
- The Participant has a terminal illness (i. e. For the purposes of this subsection, “terminal illness” means a condition that has been diagnosed as terminal by a licensed physician and whose life expectancy is six months or less);
- The Participant elects to receive Palliative Care rather than curative care (i. e. the Participant elects treatment directed at controlling pain, relieving other symptoms, and focusing on the special needs of the Participant as he/she experiences the stress of the dying process rather than treatment aimed at investigation and intervention for the purpose of cure or prolongation of life); and
- Piedmont authorizes the services provided.

Covered Hospice Services include:

- Skilled nursing care, including IV therapy services;
- Drugs and other Outpatient prescription medications for palliative care and pain management;
- Services of a medical social worker;
- Services of a home health aide or homemaker and in-home Hospice;
- Short-term Inpatient care, including both respite care and procedures necessary for pain control and acute chronic symptom management. Respite care means non-acute Inpatient care for the covered person in order to provide the covered person’s primary caregiver a temporary break from caregiving responsibilities. Respite care may be provided only on an intermittent, non-routine and occasional basis.
- Physical, speech, or occupational therapy (services provided as part of hospice care are not subject to separate visit limits for therapy services);
- Durable medical equipment;
- Routine medical supplies;
- Routine lab services;
- Counseling, including nutritional counseling with respect to the covered person’s care and death; and
- Bereavement counseling for immediate family members both before and after the covered person’s death.

P. HOSPITAL SERVICES

Covered Services include the Hospital and doctors’ services when you are treated on an Outpatient basis, or when you are Inpatient because of illness, injury, or pregnancy. This includes Inpatient rehabilitative/habilitative services and devices when Medically Necessary. Covered Services also include anesthesia services in an Inpatient setting as well as services

rendered by an anesthesiologist. Piedmont also covers Medically Necessary Outpatient services at an ambulatory surgery center or an Outpatient Hospital facility, including the facility fee, anesthesia, and blood and blood products and its administration. Piedmont covers surgery charges when treatment is received at an Inpatient, Outpatient or ambulatory surgery facility, or doctor's office. Medically necessary care in a semi-private room or intensive or special care unit is covered. This includes your bed, meals, special diets, and general nursing services, drugs, injectable drugs, blood, oxygen and nuclear medicine. A private room charge will be covered if you need a private room because you have a highly contagious condition or are at greater risk of contracting an infectious disease because of your medical condition. Otherwise, your Inpatient Benefits would cover the Hospital's charges for a semi-private room. If you choose to occupy a private room, you will be responsible for paying the daily difference between the semi-private and private room rates in addition to your copayment and coinsurance (if any).

1. Inpatient services and supplies furnished by a Hospital are Covered Services and require preauthorization. Piedmont reserves the right to determine whether the continuation of any Hospital admission is Medically Necessary. Special rules apply in Emergencies and for transplant services.
2. The room and board and nursing care furnished by a skilled nursing facility are Covered Services if and when:
 - a. The Participant is confined as a bed patient in the facility;
 - b. The attending Physician completes a treatment plan that describes the type of care that is needed; and
 - c. Piedmont authorizes the services provided.

Custodial or residential care in a skilled nursing facility or any other facility is not a Covered Service.

3. For certain conditions, the law mandates a minimum Inpatient length of stay. Piedmont will provide the following Benefits to you for Inpatient services received:
 - a. Benefits are provided for a minimum Inpatient stay of 48 hours for a Participant receiving a covered radical or modified radical mastectomy. Benefits are also covered for a minimum Inpatient stay of 24 hours for a Participant receiving a covered total mastectomy or a partial mastectomy with lymph node dissection for the treatment of breast cancer unless the Participant's Physician, consulting with the Participant, determines a shorter Inpatient stay is appropriate.
 - b. Benefits are provided for a minimum Inpatient stay of 48 hours for a Participant receiving a covered vaginal hysterectomy. Benefits are also covered for a minimum Inpatient stay of 23 hours for a Participant receiving a covered laparoscopy-assisted vaginal hysterectomy unless the Participant's Physician, consulting with the Participant, determines that a shorter Inpatient stay is appropriate.
 - c. Benefits are provided for a minimum Inpatient stay of 48 hours (vaginal delivery) or 96 hours (caesarean section delivery) for a Participant receiving these

Covered Services unless the Participant's Physician, consulting with the Participant, determines that a shorter Inpatient stay is appropriate.

Q. INDIVIDUAL CASE MANAGEMENT

In addition to the Covered Services specified in this Certificate of Coverage, Piedmont may elect to offer Benefits for services pursuant to a Piedmont-approved alternative treatment plan for a Participant whose condition would otherwise require continued long-term Inpatient care. Piedmont shall provide these alternative Benefits at its discretion and only when and for so long as it determines (in consultation with the Participant's Piedmont Physician) that the alternative services are Medically Necessary and cost-effective, and that the total Benefits paid for such services do not exceed the maximum Benefits to which the Participant would otherwise be entitled under this Certificate of Coverage in the absence of alternative Benefits. If Piedmont elects to provide alternative Benefits for a Participant in one instance, that election will not obligate Piedmont to provide the same or similar Benefits for any Participant in any other instance, nor shall it be construed as a waiver of Piedmont's right to administer this Certificate of Coverage in strict accordance with its express terms.

R. INFUSION SERVICES

Covered Services include infusion of therapeutic agents, medication and nutrients; infusion of enteral nutrition into the gastrointestinal tract; and infusion of prescription medications. Benefits for infusion services are provided in an Inpatient, Outpatient, and home setting. These services include Coverage of all medications administered intravenously and/or parenterally.

S. LYMPHEDEMA

Treatment of **lymphedema** is a Covered Service. If prescribed by a Provider legally authorized to prescribe or provide these items for the treatment of lymphedema, the Benefits are: equipment; supplies; complex decongestive therapy; and Outpatient self-management training and education.

T. MATERNITY CARE

1. **Pregnancy and Childbirth.** Pregnancy testing, maternity care, maternity-related checkups, and pre-natal and post-natal care for a Participant (including covered Dependents) are Covered Services. Coverage is included for victims of rape or incest. Services related to surrogacy if the Participant is not the surrogate are not Covered Services. Elective abortions are not Covered Services; this limitation shall not apply to an abortion performed (i) when the life of the mother is endangered by a physical disorder, physical illness, or physical injury, including a life-endangering physical condition caused by or arising from the pregnancy itself, or (ii) when the pregnancy is the result of an alleged act of rape or incest. Maternity care includes the following services:
 - Hospital services, including use of delivery room; physician services, including operations and special procedures such as Caesarean section;

- Home setting covered with nurse midwives;
- Anesthesia services to provide partial or complete loss of sensation before delivery;
- Hospital services for routine nursery care for the newborn during the mother's normal Hospital stay;
- Prenatal and postnatal care services for pregnancy, including pregnancy testing, and complications of pregnancy for which Hospitalization is necessary;
- Initial examination of a newborn and circumcision of a covered male Dependent;
- Postnatal care services for baby including Hemoglobinopathies screening, Gonorrhea prophylactic medication, Hypothyroidism screening, PKU screening, Rh incompatibility screening, and Covered US Preventive Services Task Force Grades A and B recommendations;
- Necessary care and treatment of medically diagnosed congenital defects and birth abnormalities;
- Inpatient and Outpatient dental, oral surgical, and orthodontic services that are medically necessary for the treatment of medically diagnosed cleft lip, cleft palate or ectodermal dysplasia;
- Fetal screenings, which are tests for the genetic and/or chromosomal status of the fetus. The term also means anatomical, biochemical or biophysical tests, to better define the likelihood of genetic and/or chromosomal anomalies;
- Medically Necessary diagnostic genetic testing and counseling; and
- Injectables; x-ray; and laboratory services.

The Newborns' and Mothers' Health Protection Act was signed into federal law on September 26, 1996. It provides important protections for mothers and their newborn children with regard to the length of Hospital stay following childbirth. Group health plans and health insurance issuers generally may not, under federal law, restrict Benefits for any Hospital length of stay in connection with childbirth for the mother or newborn Child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending physician, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable).

Obstetrical services will include **postpartum services** for Inpatient care in a physician's office and a home visit or visits, provided that these services are in accordance with the medical criteria outlined in the most current version of or an official update to the "Guidelines for Perinatal Care" prepared by the American Academy of Pediatrics and the American College of Obstetricians and Gynecologists or the "Standards for Obstetrical-Gynecological Services" prepared by the American College of Obstetricians and Gynecologists. This Coverage shall be provided incorporating any changes in these Guidelines or Standards within a maximum of 6 months of the publication of these Guidelines or Standards or any official amendment to them.

Coverage for obstetrical services as an Inpatient in a general Hospital or obstetrical services by a Physician shall provide such benefits with durational limits, Deductibles, Coinsurance factors, and Copayments that are no less favorable than for physical illness generally.

2. **Family Planning.** Voluntary family planning services are Covered Services. Covered Services include vasectomies and all of the required guidelines of the Affordable Care Act concerning Women's Preventive Care Services. Any drug for impotence or to enhance arousal, libido or sexual response is not a Covered Service.
3. **Infertility Services.** Piedmont covers services to diagnose and treat conditions resulting in infertility. All other infertility services including treatment to promote conception by artificial means and medications are not Covered Services.

U. MEDICAL AND SURGICAL SUPPLIES AND MEDICATIONS

Medical and Surgical supplies, including Medically Necessary supplies, are Covered Services if they are prescribed by a covered provider in an inpatient, outpatient hospital facility, or outpatient surgical facility setting. Examples include:

- Hypodermic needles and syringes;
- Oxygen and equipment (respirators) for its administration;
- Prescription medications provided by your physician; and
- Prescription medications infused through IV therapy in the physician's office or Outpatient facility.

Certain medical supplies may be covered under the prescription drug Benefit when purchased or supplied to you by a pharmacy. Please see the Section on PRESCRIPTION DRUG SERVICES for more information.

V. MENTAL/BEHAVIORAL HEALTH AND SUBSTANCE USE DISORDER SERVICES

Piedmont will provide mental/behavioral health and substance use disorder services equal to the Coverage for medical and surgical Benefits. As required for other medical and surgical facility Benefits, Piedmont requires a preauthorization for any Inpatient or Outpatient mental/behavioral health and substance use disorder facility services. We also require a preauthorization for any Inpatient or Outpatient services, and office visits from non-Piedmont Providers. Coverage includes inpatient services for substance use disorder and eating disorders provided in a Hospital or treatment facility that is licensed to provide a continuous, structured program of treatment and rehabilitation, including 24 hour-a-day nursing care. Care from a residential treatment facility (RTF) or other non-skilled, sub-acute setting will not be covered if the services are merely custodial, residential, or domiciliary in nature.

Mental/behavioral health or substance use disorder Inpatient care Coverage includes: individual psychotherapy, group psychotherapy, psychological testing, counseling with family members to assist with the patient's diagnosis and treatment, behavioral health treatment, and convulsive therapy treatment, including professional services, in an Inpatient facility setting.

Mental/behavioral health or substance use disorder Outpatient care Coverage includes: diagnosis and treatment of psychiatric conditions, including individual psychotherapy, group psychotherapy, and psychological testing, including professional services, in an Outpatient facility or office setting.

A partial day hospitalization program must be licensed or approved by the state. Partial hospitalization means a licensed or approved day or evening treatment program that includes the major diagnostic, medical, psychiatric and psychosocial rehabilitation treatment modalities designed for patients with mental, emotional, or nervous disorders, and alcohol or other drug dependence who require coordinated, intensive, comprehensive and multi-disciplinary treatment. Such a program shall provide treatment over a period of six or more continuous hours per day to individuals or groups of individuals who are not admitted as inpatients. This also includes intensive outpatient programs for the treatment of alcohol or other drug dependence which provide treatment over a period of three or more continuous hours per day to individuals or groups of individuals who are not admitted as inpatients.

Visits to your physician to make sure that medication you are taking for a mental/behavioral health or substance use disorder problem is working and the dosage is right for you are Covered Services in an Outpatient facility or office setting.

Piedmont covers diagnosis and treatment of **autism spectrum disorder** in Participants from age two through age ten, subject to the annual maximum Benefit limit of \$35,000 for applied behavior analysis. Autism spectrum disorder means any pervasive developmental disorder, including (i) autistic disorder, (ii) Asperger's Syndrome, (iii) Rett syndrome, (iv) childhood disintegrative disorder, or (v) Pervasive Developmental Disorder – Not Otherwise Specified, as defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association. Diagnosis of autism spectrum disorder means medically necessary assessments, evaluations, or tests to diagnose whether an individual has an autism spectrum disorder. Treatment for autism spectrum disorder shall be identified in a treatment plan and includes the following care prescribed or ordered for a Participant diagnosed with autism spectrum disorder by a licensed physician or a licensed psychologist who determines the care to be medically necessary: (i) behavioral health treatment, (ii) pharmacy care, (iii) psychiatric care, (iv) psychological care, (v) therapeutic care, and (vi) applied behavior analysis when provided or supervised by a board certified behavior analyst who shall be licensed by the Board of Medicine. The prescribing practitioner shall be independent of the provider of applied behavior analysis.

W. NEW TECHNOLOGY

Piedmont regularly evaluates new and existing technologies for inclusion as a Covered Service. Confirmation that the appropriate regulatory body has assessed any new or existing technology to be covered in cases where that assessment is required by law must occur prior to approval. New and existing technologies to be considered Covered Services must, based on clinical evidence reported by Peer Reviewed Medical Literature, demonstrate a marked improvement in health outcomes, health risks, and health Benefits when compared with established procedures and products.

X. ORAL SURGERY; DENTAL SERVICES

No dental services are Covered Services under this Certificate of Coverage. The only exception is the limited oral surgical procedures and dental services described in this paragraph. Services of a cosmetic nature are not Covered Services. Services that Piedmont determines are functional repairs necessary for working properly are Covered Services. This includes a surgery or procedure to correct deformity caused by disease, trauma, or a previous therapeutic process; surgeries or procedures to correct congenital abnormalities that cause functional impairment; or surgeries or procedures on newborn children to correct congenital abnormalities. The following specific procedures are Covered Services or non-Covered Services:

1. Medically necessary dental services resulting from an accidental dental injury, regardless of the date of such injury, are Covered Services. Treatment must begin within 12 months of the injury, or as soon after that as possible to be a Covered Service. Preauthorization from Piedmont is required. Dental services for an injury that results from chewing, biting, or decay are not Covered Services.
2. The cost of dental services and dental appliances are Covered Services only when required to diagnose or treat an accidental injury to the teeth. Repair of dental appliances damaged as a result of accidental injury to the jaw, mouth or face are covered.
3. Dental services and dental appliances furnished to a newborn or any covered Participant when required to treat medically diagnosed cleft lip, cleft palate, or ectodermal dysplasia are Covered Services.
4. Dental services to prepare the mouth for medical services and treatments such as radiation therapy to treat cancer and prepare for transplants are Covered Services, including dental x-rays, extractions, and anesthesia. Also covered is treatment of non-dental lesions, such as removal of tumors and biopsies, as well as incision and drainage of infection of soft tissue not including odontogenic cysts or abscesses.
5. Orthognathic surgery required because of a medical condition or injury which prevents normal function of the joint or bone and is deemed Medically Necessary to attain functional capacity of the affected part are Covered Services. Related appliances are not covered. Bone or joint treatment involving a bone or joint of the head, neck, face, or jaw is covered like any other bone or joint of the skeletal system. The treatment must be Medically Necessary and be required because of a medical condition or injury that prevents normal function of the joint or bone. Coverage includes outpatient surgical or inpatient settings.
6. All oral surgical services for extractions of impacted wisdom teeth.
7. Maxillary or mandibular frenectomy when not related to a dental procedure.
8. Alveolectomy when related to tooth extraction.
9. Surgical services on the hard or soft tissue in the mouth when the main purpose is not to treat or help the teeth and their supporting structures.

10. Piedmont covers Medically Necessary **general anesthesia, Hospitalization, or Out-patient facility charges** by a facility licensed to provide Outpatient surgical procedures for dental care provided to a Participant who is:
- a. determined by a licensed dentist, in consultation with the Participant's treating Physician, to require general anesthesia and admission to a Hospital or Outpatient surgery facility to provide dental care effectively and safely; and
 - b. under the age of five, or severely disabled, or has a medical condition and requires admission to a Hospital or Outpatient surgery facility and general anesthesia for dental care.

Preauthorization is required to the same extent it is required for other procedures or admissions. Only the services of providers and facilities licensed to provide anesthesia services are Covered Services. Except as otherwise provided in this Certificate of Coverage, the underlying dental care provided incident to this anesthesia, Hospitalization, or Outpatient surgery, is not covered. For the purposes of determining whether general anesthesia, the Hospital admission, or the Outpatient surgery is Medically Necessary under this section, Piedmont will consider whether the Participant's age, physical condition or mental condition requires the utilization of general anesthesia and the admission to a Hospital or Outpatient surgery facility to provide the underlying dental care safely.

Y. PRESCRIPTION DRUG SERVICES

Medically Necessary prescribed "legend drugs" (defined as drugs not available over the counter) incidental to Outpatient care are Covered Services, including compound medications of which at least one ingredient is a legend drug.

Diabetic supplies to treat diabetes are covered under your prescription drug Benefit. This includes injectable insulin, syringes, needles, lancets, test strips, and home blood glucose monitors.

For each prescription, Piedmont will cover up to a 31-day or 100 unit supply, whichever is less, for the applicable Copayment, Deductible and/or Coinsurance amount. Additional Copayments, Deductible and/or Coinsurance amount and preauthorization are required for quantities that exceed the unit supply limits. Piedmont's program requires "mandatory" generic substitution if the FDA has determined the generic to be equivalent to the brand product. Generic drugs will be dispensed except when a Physician requires brand name drugs. If the Physician does not require a brand name drug, you may request a brand name drug and pay the difference between the brand name drug and the generic drug, in addition to your appropriate Copayment, Deductible and/or Coinsurance amount.

Your prescription drug Benefits cover prescriptions obtained from a pharmacist and includes injections administered at authorized pharmacies. Simply choose a pharmacy that participates in the pharmacy Network and show your ID card to receive Benefits. You also have a mail order Benefit for maintenance medications. Prescriptions can be filled through the mail or at

certain participating pharmacies that have contracted to fill mail order prescriptions. See your Network directory for a listing of walk-in 90-day pharmacies.

Your prescription drug Coverage is limited to only those drugs listed on our formulary. Most prescription drugs are listed on this formulary; however, certain prescription drugs with clinically equivalent alternatives may be excluded. Piedmont's formulary is reviewed at least annually by a pharmacy & therapeutics committee of our Pharmacy Benefit Manager (PBM) as required by state and federal laws and regulations. We may add or delete prescription drugs from the formulary from time to time. A description of the formulary is available upon request by calling Piedmont's Customer Service Department at 800-400-7247 (or local at 434-947-4463) and at www.pchp.net.

Exception Request for Prescription Drugs Not Included on the Formulary

Piedmont has a process in place for a Plan Participant, a designated representative, the prescribing Physician or other prescriber to request and gain access to clinically appropriate drugs not otherwise covered on Piedmont's formulary. Piedmont will act on this standard exception request within one (1) business day of receipt of the request. We will cover the prescription drug only if we agree that it is Medically Necessary and appropriate over the other drugs that are on the formulary. We will make a coverage determination and notify the appropriate requester within 72 hours following receipt of the request. If we approve the coverage of the drug, coverage of the drug will be provided for the duration of your prescription, including refills. If we deny coverage of the drug, you have the right to request an independent external review as described under the "External Appeals" section later in this EOC. The independent external reviewer will make a coverage decision within 72 hours of receiving your request. If approved, coverage of the drug will be provided for the duration of your prescription, including refills.

A Plan Participant, a designated representative, the prescribing Physician or other prescriber may also submit a request for a prescription drug that is not on the formulary based on exigent circumstances. Exigent circumstances exist if you are suffering from a health condition that may seriously jeopardize your life, health, or ability to regain maximum function, or if you are undergoing a current course of treatment using a drug not on the formulary. We will make a coverage decision within 24 hours of receipt of your request. If we approve your request, coverage of the drug will be provided for the duration of the exigency. If we deny your request, you have the right to request an independent external review as described under the "External Appeals" section later in this EOC. The independent external reviewer will make a coverage decision within 24 hours of receiving your request. If approved, coverage of the drug will be provided for the duration of the exigency.

There are two additional exceptions to the formulary requirement:

- You may obtain Coverage without additional cost sharing beyond that which is required of formulary prescription drugs for a non-formulary drug if we determine, after consultation with the prescribing physician, that the formulary drugs are inappropriate therapy for your condition.
- You may obtain Coverage without additional cost sharing beyond that which is required of formulary prescription drugs for a non-formulary drug if:

- You have been taking or using the non-formulary prescription drug for at least six months prior to its exclusion from the formulary; and

The prescribing physician determines that either the formulary drugs are inappropriate therapy for your condition, or that changing drug therapy presents a significant health risk.

“Generic Drugs” means non-brand drugs (including specialty drugs and therapeutic biological products), sold at a lower cost. A generic drug is the therapeutic equivalent of a brand name drug, i.e. contains the same active ingredients and is identical in strength, concentration, and dosage form.

“Preferred Drugs” are brand name drugs (including specialty drugs and therapeutic biological products) listed on the formulary as 2nd tier drugs. These drugs have been reviewed by a Pharmacy and Therapeutics Committee to insure high standards for clinical efficacy and safety. These are the lower cost brand name drugs in a therapeutic category.

“Non-Preferred Drugs” are brand name drugs (including specialty drugs and therapeutic biological products) listed on the formulary as 3rd tier drugs. These drugs are classified as higher cost drugs in a therapeutic category. Non-preferred products are usually those for which there is a preferred alternative or generic option available.

“Specialty Drugs” are higher cost, injected, infused, oral or inhaled medications (including therapeutic biological products) that are used to treat chronic or complex illnesses or conditions and are on the formulary as 4th tier drugs. Specialty drugs may have special handling, storage and shipping requirements, such as temperature control. Specialty drugs may require nursing services or special programs to encourage patient compliance. The specialty pharmacy will fill both retail and mail order prescriptions, although the ability to provide a 90-day supply of a specialty drug may be limited by the storage requirements of that particular drug.

Piedmont covers medical food supplements only for nutrition infusion in the home and special medical formulas which are the primary source of nutrition for covered Participants with inborn errors of amino acid or organic acid metabolism, metabolic abnormality or severe protein or soy allergies.

Piedmont also covers prescription drugs and devices approved by the Food and Drug Administration (FDA) for use as contraceptives. This includes Coverage for office visits associated with contraceptive management. Coverage is also provided for up to a 12-month supply of FDA-approved, self-administered hormonal contraceptives, when dispensed or furnished at one time for a covered person by a provider or pharmacy, or at a location licensed or otherwise authorized to dispense drugs or supplies.

Coverage will be provided for otherwise covered **prescribed pain relieving agents** approved by the United States Food and Drug Administration for use, either on an Inpatient or Outpatient basis, by patients with intractable cancer pain. Coverage will not be denied on the basis that the prescription is in excess of the recommended dosage of the pain-relieving agent. The pain-relieving agent must be prescribed in accordance with federal and state law.

If you receive prescription drugs from your doctor, they will be covered as other medical services or supplies. If you receive prescription drugs from the Hospital, they will be covered as a Hospital service.

Piedmont does not provide Coverage for any of the following:

- a. Any legend drug prescribed prior to your joining Piedmont, as determined by Piedmont. However, you may get a new prescription after enrolling with Piedmont and receive Coverage for conditions not excluded under this Certificate of Coverage;
- b. Over the counter drugs, unless recommended by the U.S. Preventive Services Task Force and prescribed by a physician;
- c. Tobacco cessation products (smoking and tobacco cessation counseling is covered as part of preventive care);
- d. Any prescription drug whose primary purpose is nutritional, dietary or weight loss, including anorexiant;
- e. Drugs prescribed primarily for a cosmetic purpose, including Retin-A when used for any purpose other than treatment for severe acne and minoxidil when used to treat baldness;
- f. Drugs and medications for conditions excluded under this Certificate of Coverage;
- g. Injectable prescription drugs that are supplied by a provider other than a pharmacy;
- h. Charges to inject or administer drugs;
- i. Drugs and medications that are experimental, investigational or not approved by the U.S. Food and Drug Administration (FDA) for the purpose prescribed (except that Benefits for drugs that have been approved by the FDA for use in the treatment of cancer will not be denied on the basis that the drug has not been approved by the FDA for treatment of the specific type of cancer for which the drug has been prescribed, provided that the drug has been recognized as safe and effective for treatment of that specific type of cancer in the American Hospital Formulary Service Drug Information, the National Comprehensive Cancer Network's Drug & Biologics Compendium, or the Elsevier Gold Standard's Clinical Pharmacology);
- j. DESI drugs (i.e. drugs which are of questionable therapeutic value as designated by the FDA's Federal Drug Efficacy Study);
- k. Any refill dispensed after one year from the date of the original prescription order;
- l. Medicine covered by workers' compensation, Occupational Disease Law, state or government agencies;
- m. Any other drug not on Piedmont's formulary deemed not Medically Necessary by Piedmont;
- n. Infertility drugs; and
- o. Any drug for impotence or to enhance arousal, libido or sexual response.

Benefits are provided for prescriptions filled at a pharmacy that is not a Piedmont Provider if that pharmacy or its intermediary agrees in writing to accept the same reimbursement terms as a pharmacy that is a Piedmont Provider. Otherwise, prescriptions filled at a pharmacy that is not a Piedmont Provider will be reimbursed to you up to the amount that would have been

paid to a Piedmont Provider pharmacy (less your Copayment, Deductible and/or Coinsurance).

Maintenance Medications

Maintenance medications are those you take routinely to treat or control a chronic illness such as heart disease, high blood pressure, or diabetes. In addition to the pharmacy, you may also purchase maintenance medications through your mail order Benefit. This allows you to receive a 90-day or 300-unit supply, whichever is less, of a maintenance medication prescription through the mail for the applicable Copayment, Deductible and/or Coinsurance amount. Additional Copayments, Deductibles and/or Coinsurance amounts and preauthorization are required for quantities that exceed the unit supply limits. You must have used 75% of your prescription before ordering refills.

To receive your maintenance medication by mail:

- Ask your doctor to prescribe a 90-day supply of your maintenance medication plus refills. If you need the medicine immediately, ask your doctor for two prescriptions: one to be filled right away and another to provide to the mail order pharmacy.
- Complete the mail order prescription form and include your written prescription, which is required for your first order of each different prescription medication.
- Mail your form, written prescription, and payment to cover the amount of your Copayment, Deductible and/or Coinsurance amount.
- You can order refills by mail, telephone, or online. Contact information is listed on the mail order form.

NOTE: Piedmont also has special arrangements with certain participating pharmacies that allow you to fill your 90-day or 300-unit maintenance medication prescription on location. This means you do not have to mail your written prescription. Simply visit one of the participating 90-day pharmacy locations to fill your prescription. These are listed in your Network directory and on our website at www.pchp.net.

Any Participant-submitted claims must be submitted on a Piedmont claim form, with receipts and a written explanation attached, within 60 days of the date the prescription was filled in order to be covered under this Certificate of Coverage.

Piedmont does not prescribe drugs or seek to improperly influence physicians and other providers who do. From time-to-time, Piedmont may receive payments from prescription drug manufacturers based on the volume of a particular drug or series of drugs that physicians and other providers have prescribed for use by Piedmont's Participants collectively. Piedmont uses these payments to reduce its administrative expenses. Piedmont does not credit the payments against an individual's, group's or provider's past, present, or future claims costs. Piedmont will take these payments into account when Piedmont determines future cost trend factors for Premiums or rates.

Z. PREVENTIVE CARE SERVICES

The following preventive health services are provided when performed by a Physician: well-baby care from birth, health assessments, including annual physical exams, for adults and children, smoking and tobacco cessation counseling, and immunizations in accordance with the chart below.

When performed by a Physician for Plan Participants up to age 19, the following are provided: (1) an annual vision screening (assessment of visual activity through use of the HMOLGGROUP 55 Snelling chart and the detection of color blindness); and (2) an annual hearing screening (assessment of monaural threshold and the ability to locate the source of pure tones through use of a pure tone, air-only audiometer).

An annual gynecological examination, which consists of a breast exam, pelvic exam, and Pap smear, is covered for Participants when it is performed by a Physician.

Piedmont also covers the following preventive health services. These services are not subject to cost-sharing provisions (such as a Deductible, Copayment amount or Coinsurance percentage) when you receive them as In-Network or In-Plan from a Piedmont Physician or other Participating Provider (Out-of-Network services will be subject to Out-of-Plan cost-sharing provisions):

- (1) Evidenced-based items or services that have in effect a rating of “A” or “B” in the current recommendations of the United States Preventive Services Task Force, except that the current recommendations of the United States Preventive Service Task Force regarding breast cancer screening, mammography, and prevention of breast cancer shall be considered the most current other than those issued in or around November 2009 are not considered to be current;
- (2) Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the individual involved;
- (3) With respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration; and
- (4) With respect to women, such additional evidence-informed preventive care and screenings, not described in paragraph (1) above, as provided for in comprehensive guidelines supported by the Health Resources and Services Administration.
- (5) All routine and necessary immunizations for newborn children from birth to age 36 months:
 - (a) Diphtheria;
 - (b) Pertussis;
 - (c) Tetanus;
 - (d) Polio;
 - (e) Hepatitis B;
 - (f) Measles;
 - (g) Mumps;
 - (h) Rubella; and
 - (i) Other immunizations prescribed by the Commissioner of Health.
- (6) One PSA test in a 12-month period and digital rectal examination for persons age 50 and over, and persons age 40 and over who are at high risk for prostate cancer.

PSA testing means the analysis of a blood sample to determine the level of prostate specific antigen.

- (7) One screening mammogram for Participants between the ages of 35 to 39; a screening mammogram each year for Participants age 40 and over.
- (8) Colorectal cancer screening. Services are included in accordance with the most recently published recommendations established by the American College of Gastroenterology, in consultation with the American Cancer Society, for the ages, family histories, and frequencies referenced in the recommendations including:
 - a. an annual occult blood test;
 - b. flexible sigmoidoscopy or colonoscopy;
 - c. radiologic imaging in appropriate circumstances.
- (9) Preventive nutritional counseling and smoking/tobacco cessation counseling.
- (10) Well-Woman Visits - An annual Well-Woman preventive care visit for adult women to obtain the recommended preventive services that are age and developmentally appropriate, including preconception and prenatal care is covered at 100% as a preventive care service. The allowed frequency is annual, although HHS recognizes that several visits may be needed to obtain all necessary recommended preventive services, depending on a woman's health status, health needs, and other risk factors;
- (11) Screening for Gestational Diabetes - Screening for gestational diabetes is covered at 100% as a preventive care service. The allowed frequency is in pregnant women between 24 and 28 weeks of gestation and at the first prenatal visit for pregnant women identified to be at high risk for diabetes;
- (12) Human Papillomavirus (HPV) Testing - High-risk human papillomavirus DNA testing in women with normal cytology results is covered at 100% as a preventive care service. Screening is recommended to begin at 30 years of age and should occur no more frequently than every 3 years;
- (13) Counseling for Sexually Transmitted Infections (STI) - Counseling on sexually transmitted infections for all sexually active women is covered at 100% as a preventive care service annually;
- (14) Counseling and Screening for Human Immune-Deficiency Virus (HIV) - Counseling and screening for human immune-deficiency virus infection for all sexually active women is covered at 100% as a preventive care service annually;
- (15) Contraception Methods and Counseling (Females only) - All Food and Drug Administration approved contraceptive methods, sterilization procedures, and patient education and counseling for all women with reproductive capacity are covered at 100% as a preventive care service. The frequency is as prescribed. Piedmont will cover pharmacy prescription generic oral contraceptives and those brands which do not have generic equivalents at 100% as a preventive care service through our Network retail pharmacies or mail order. Brand contraceptives with a generic equivalent will be covered subject to the appropriate plan prescription drug copay. Over-the-counter contraceptives are not covered. Medical/surgical type contraceptives/sterilizations (office/facility based medical and surgical) will be covered at 100% as a preventive care service. Piedmont's standard medical management, Network, and formulary restrictions apply. Coverage is also provided for up to a 12-month supply of FDA-approved, self-administered hormonal contraceptives, when dispensed or furnished at one time for a covered person by a

provider or pharmacy, or at a location licensed or otherwise authorized to dispense drugs or supplies;

- (16) Breastfeeding Support, Supplies, and Counseling - Comprehensive lactation support and counseling, by a trained provider during pregnancy and/or in the postpartum period, and costs for renting breastfeeding equipment are covered at 100% as a preventive care service. Frequency is in conjunction with each birth. Piedmont's standard medical management and Network restrictions apply; and
- (17) Screening and Counseling for Interpersonal and Domestic Violence - Screening and counseling for interpersonal and domestic violence are covered at 100% as a preventive care service annually.

The Secretary of the U. S. Department of Health and Human Services (the "Secretary") will update this list on a periodic basis, and Piedmont will update its Coverage within the timeframe provided for in this paragraph. For list of the Secretary's current recommendations and guidelines, please visit:

[www.HealthCare.gov/center/regulations/prevention.html](http://www.healthcare.gov/center/regulations/prevention.html);
<http://www.uspreventiveservicestaskforce.org/Page/Name/uspstf-a-and-b-recommendations/>;
<http://www.cdc.gov/vaccines/acip/>
<http://www.healthcare.gov/law/information-for-you/women.html>

You may also contact Piedmont at 434-947-4463 or toll free at 1-800-400-7247 for more information.

Piedmont will provide Coverage for the preventive care services described in subparagraphs (1) through (4) above for plan years that begin on or after September 23, 2010 or, as later changes are made, for plan years that begin on or after the date that is one year from the date that the recommendation or guideline is issued.

Piedmont will provide Coverage for the preventive care services described in subparagraphs (10) through (17) above for plan years that begin on or after August 1, 2012 or, as later changes are made, for plan years that begin on or after the date that is one year from the date that the recommendation or guideline is issued.

Piedmont will use reasonable medical management techniques for Coverage of preventive care items and services to determine the frequency, timing, method, treatment or setting of services to the extent that they are not specified in the relevant recommendation or guideline.

If the preventive care service described in subparagraphs (1) through (17) above:

- (a) Is billed separately from an office visit, cost sharing requirements may be imposed on the office visit;
- (b) Is not billed separately from the office visit and the primary purpose of the office visit is delivery of the preventive care service, cost sharing requirements may not be imposed on the office visit; or

- (c) Is not billed separately from an office visit and the primary purpose of the office visit is not delivery of the preventive care services, cost-sharing requirements may be imposed on the office visit.

Cost sharing requirements for treatment not described in subparagraphs (1) through (17) above may be imposed even if that treatment results from an item or service that is described in those subparagraphs.

Piedmont follows the guidelines as established by the Center for Disease Control and Prevention, the Health Resources and Services Administration, and the American Academy of Family Physicians which may change from time to time.

The chart below summarizes specific types of Preventive Covered Services by age of the Covered Plan Participant:

AGE OF COVERED PERSON	COVERED SERVICES
0 to 12 months	6 checkups, including all routine and necessary immunizations recommended by the Virginia Commissioner of Health. Coverage includes, but is not limited to, immunizations for diphtheria, tetanus, pertussis (DTP), polio, measles, mumps, rubella (MMR), Rotavirus, hemophilus vaccine (HIB), hepatitis B, varicella virus (chicken pox) vaccine, pneumococcal conjugate vaccine.
13 to 24 months	3 checkups, including all routine and necessary immunizations recommended by the Virginia Commissioner of Health. Coverage includes, but is not limited to, immunizations for diphtheria, tetanus, pertussis (DTP), polio, measles, mumps, rubella (MMR), hemophilus vaccine (HIB), hepatitis A, hepatitis B, varicella virus (chicken pox) vaccine, pneumococcal conjugate vaccine, and tuberculin test.
2 to 19 years	1 checkup/physical exam, including all routine and necessary immunizations recommended by the Virginia Commissioner of Health up to age 36 months. After that, one checkup/physical exam, including all routine and necessary immunizations, every 12 months up to age 19. Annual pap

AGE OF COVERED PERSON	COVERED SERVICES
<p>20 to 39 years</p>	<p>smear for females beginning at age 13. Human papillomavirus vaccine (HPV) after age 9, and meningococcal vaccine.</p> <p>1 physical exam every 12 months, including pap and physician breast exam for women (gynecological care may be provided annually also). Tetanus-diphtheria booster every 10 years; hepatitis B vaccine, pneumovax vaccine, chicken pox vaccine, influenza vaccine if needed. Human papillomavirus vaccine (HPV) and meningococcal vaccine. Fasting serum glucose and cholesterol checked every two to five years. Hematocrit and urinalysis to be checked with gynecological exam. A baseline screening mammogram between the ages of 35 and 39 for females.</p>
<p>40 to 49 years</p>	<p>1 physical exam every 12 months, including pap and physician breast exam for women. Digital prostate exams to be done with male exam. Tetanus-diphtheria booster every 10 years; hepatitis B vaccine, pneumovax vaccine, chicken pox vaccine, meningococcal vaccine, influenza vaccine if needed. Fasting serum glucose and cholesterol checked every two to five years. Hematocrit and urinalysis to be checked with gynecological exam. Screening mammography once each year beginning at age 40. Flexible sigmoidoscopy as recommended by physician. Screening colonoscopy beginning at age 45 for African Americans.</p>
<p>50 years and older</p>	<p>1 physical exam every 12 months, including pap and physician breast exam for women, digital prostate exams for men. Tetanus-diphtheria booster every 10 years; hepatitis B vaccine, pneumovax vaccine, chicken pox vaccine, influenza vaccine if needed. Hematocrit and urinalysis to be checked with gynecological exam. Fasting serum glucose and cholesterol checked every two to five years. Annual screening</p>

AGE OF COVERED PERSON	COVERED SERVICES
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mammography for females. Annual occult blood test. One baseline EKG. Annual PSA. Screening colonoscopy or flexible sigmoidoscopy as recommended by physician.

Flexible sigmoidoscopy, PSA tests, pap smears, and mammograms may be covered at an earlier age or more frequently if recommended by a Physician due to the Participant being at greater risk for cancer. Coverage for pap smears includes FDA-approved gynecologic cytology screening technologies.

Mammograms performed in a Hospital Outpatient facility are typically diagnostic mammograms. These diagnostic mammograms are covered as an Outpatient facility Benefit. Screening mammograms that are provided in any type of facility or office are Covered Services without cost-sharing that are available as described in the “Age of the Covered Person” provisions that precede this paragraph.

Piedmont does not provide Coverage for a preventive or prophylactic mastectomy. For the purposes of this subsection, the term “preventive or prophylactic mastectomy” means removal of a breast for a Participant who (a) has not been diagnosed with breast cancer or another life-threatening condition that necessitates the removal, or (b) is not at high risk of developing breast cancer or a another life-threatening condition if the breast is not removed. Piedmont determines “high risk” in accordance with generally accepted standards of medical practice.

AA. PRIVATE DUTY NURSING

Private Duty Nursing includes medically skilled services of a licensed RN or LPN in the home. Benefits are limited to **16 hours per Calendar Year**.

BB. RECONSTRUCTIVE SURGERY

Covered Services for reconstructive surgery are to correct: functional impairment; newborn congenital defects and birth abnormalities; and reconstructive breast surgery following a mastectomy. Coverage includes: Inpatient and Outpatient dental, oral surgical, and orthodontic services that are medically necessary for the treatment of medically diagnosed cleft lip, cleft palate or ectodermal dysplasia; reconstruction of the breast on which the mastectomy has been performed; surgery and reconstruction of the unaffected breast to produce a symmetrical appearance; and prostheses and physical complications of all stages of mastectomy, including lymphedemas, in a manner determined in consultation with the attending physician and the Insured. Reconstructive breast surgery done at the same time as a mastectomy or following a mastectomy to reestablish symmetry between two breasts is also covered. Hospital stays must be no less than 48 hours for radical and no less than 24 hours for total or partial mastectomy with lymph node dissection.

CC. RADIATION THERAPY

Radiation therapy and its administration, including rental or cost of radioactive materials, which is for treatment of disease by x-ray, radium, cobalt, or high energy particle sources is covered.

DD. REHABILITATIVE AND HABILITATIVE SERVICES

Habilitative services include Coverage for health care services that help a person keep, learn, or improve skills and functioning for daily living. Rehabilitative services include Coverage for therapies to restore and in some cases, maintain capabilities lost due to: disease; illness; injury; or in the case of speech therapy, loss additionally due to congenital anomaly or prior medical treatment.

Piedmont covers Inpatient and Outpatient facility devices and professional services for habilitative and rehabilitative services, including medical devices, along with the following therapies when treatment is Medically Necessary for your condition and provided by a licensed therapist:

1. Cardiac rehabilitative/habilitative therapy is covered. This is the process of restoring, maintaining, teaching, or improving the physiological, psychological, social and vocational capabilities of patients with heart disease.
2. Chemotherapy, the treatment of disease by chemical or biological antineoplastic agents, is covered.
3. Physical therapy is covered. This is treatment by physical means to relieve pain, teach, keep, improve or restore function, and prevent disability after illness, injury, or loss of limb, including treatment of lymphedema.
4. Occupational therapy is covered. This is the treatment to teach, keep, improve or restore a physically disabled person's ability to perform activities such as walking, eating, drinking, dressing, toileting, transferring from wheelchair to bed, and bathing.

With regard to Nos. 3 and 4 above, Coverage for Physical/Occupational therapy is limited to 30 visits per Calendar Year for rehabilitative and habilitative services combined.

5. Radiation therapy, including rental or cost of radioactive materials, which is for the treatment of disease by x-ray, radium, cobalt, or high energy particle sources is covered.
6. Respiratory therapy, which is the introduction of dry or moist gases into the lungs to treat illness or injury, is covered.
7. Speech therapy, i.e., treatment for the correction of a speech impairment, or services necessary to keep, improve or teach speech, which results from disease, surgery, injury, congenital anatomical anomaly, or prior medical treatment, is covered. **This is limited to 30 visits per Calendar Year combined for rehabilitative and habilitative services.**

EE. SERVICES OF NON-PARTICIPATING PROVIDERS

Piedmont does not anticipate a need for you to utilize providers other than Piedmont Providers except in Emergencies and Urgent Care out-of-area situations. In the event, however, that you do receive Covered Services from a non-Piedmont Provider, Piedmont reserves the right to pay its allowable charge less amounts you must pay under this Certificate of Coverage, for these Covered Services directly to you, the non-Piedmont Provider, or any other person responsible for paying the non-Piedmont Provider's charge subject to applicable Virginia laws that require direct payment (for example, to dentists and oral surgeons who submit valid assignments of Benefits). You will be responsible for any difference between the billed amount by the non-Piedmont Provider and Piedmont's payment. It is your responsibility to apply any plan payment you receive to the claim from the non-Piedmont Provider. You are responsible for the difference of the billed amount and maximum allowed amount for out-of-Network (out-of-plan) services. Non-Emergency or non-Urgent Care services when you are traveling outside the United States are not Covered Services.

FF. SKILLED NURSING FACILITY

Coverage for skilled nursing facility stays requires a preauthorization. Your doctor must submit a plan of treatment that describes the type of care you need. The following items and services will be provided to you as an Inpatient in a skilled nursing bed of a skilled nursing facility:

- Room and board in semi-private accommodations;
- Rehabilitative services; and
- Drugs, biologicals, and supplies furnished for use in the skilled nursing facility and other medically necessary services and supplies.

Piedmont covers a private room is covered if you need a private room because you: (1) have a highly contagious condition; or (2) are at greater risk of contracting an infectious disease because of your medical condition. Otherwise, your Inpatient Benefits would cover the skilled nursing facility's charges for a semi-private room. If you choose to occupy a private room, you will be responsible for paying: (1) the daily difference between the semi-private and private room rates; and (2) your Copayment/Deductible and Coinsurance (if any).

Custodial or residential care in a skilled nursing facility or any other facility is not covered except as rendered as part of Hospice care. Benefits for a skilled nursing facility are limited to **100 days per admission**, as deemed Medically Necessary.

GG. SPINAL MANIPULATION AND OTHER MANUAL MEDICAL INTERVENTIONS

Piedmont covers: (1) spinal manipulation (e.g., Chiropractic) services (manual medical interventions); (2) associated evaluation and management services, including manipulation of the spine and other joints; and (3) application of manual traction and soft tissue manipulations, e.g. massage or myofascial release.

Spinal manipulations or other manual medical interventions for an illness or injury other than musculoskeletal conditions are not covered. Spinal manipulation and other manual medical interventions are subject to a limit of **30 visits per calendar year**.

HH. TELEMEDICINE SERVICES

Telemedicine services means the use of: (1) interactive audio; (2) video; or (3) other electronic media used for the purpose of diagnosis, consultation, or treatment. Telemedicine services do not include: (1) an audio-only telephone; (2) electronic mail message; or (3) facsimile transmission. Telemedicine services are Covered Benefits that require preauthorization, except for Emergency telemedicine services. Technical fees or costs for the provision of telemedicine services are not covered.

II. TRANSPLANTS

Piedmont covers Medically Necessary human organ, tissue, and bone marrow/stem cell transplants and transfusions when provided as part of physician office services, Inpatient facility services, and Outpatient facility services. This includes autologous bone marrow transplants for breast cancer. Piedmont shall provide Benefits for medically necessary human organ and tissue transplant services only when Piedmont has preauthorized the services. Benefits include Coverage for necessary acquisition procedures, harvest and storage, and include medically necessary preparatory myeloablative therapy, reduced intensity preparatory chemotherapy, radiation therapy, or a combination of these therapies.

When a human organ or tissue transplant is provided from a living donor to a covered person, both the recipient and the donor may receive the Benefits of the health plan. Specific limited transportation/lodging costs and donor costs are also covered. When a living donor who is not a Plan Participant provides a human organ or tissue transplant to a Plan Participant, the donor may receive Benefits of the health Plan limited to those not available to the donor from any other source. This includes, but is not limited to, other health insurance, grants, foundations, or other government programs. Reimbursement for reasonable and necessary transportation and lodging costs for the donor are covered when the recipient and donor are both covered by this Plan. No Benefits are provided a Plan Participant who is donating the organ to someone who is not a Plan Participant.

Certain organ or tissue transplants are considered Experimental/Investigative or not Medically Necessary and therefore not covered. All organ transplants are subject to preauthorization for medical necessity according to Piedmont guidelines.

All organ transplants, except those listed below, are not covered unless the particular circumstances of your case warrant an exception by Piedmont, at its sole discretion, (subject to all appeals available to you).

Covered Transplants:

- Allogenic stem cell for certain genetic diseases and acquired anemias, multiple myeloma
- Autologous stem cell for multiple myeloma, amyloidosis, germ cell tumors
- Cornea
- Heart

- Heart-Lung
- Kidney
- Kidney-Pancreas
- Liver
- Single Lung, Double Lung, Lobar

Autologous bone marrow transplants for breast cancer are covered only when the procedure is performed in accordance with protocols approved by the institutional review board of any United States medical teaching college. These include, but are not limited to, National Cancer Institute protocols that have been: (1) favorably reviewed; and (2) used by hematologists or oncologists who are experienced in high dose chemotherapy and autologous bone marrow transplants or stem cell transplants. This procedure is covered despite the exclusion of Experimental/Investigative services.

JJ. VISION SERVICES

Piedmont covers prescription glasses or contact lenses required as a result of surgery or for treatment of accidental injury. If related to the surgery or injury, includes cost of: (1) materials and fitting; (2) exams; and (3) replacement of eyeglasses or contact lenses. if related to the surgery or injury.

Piedmont covers eyeglass or contact lens purchase and fitting under this Benefit if:

- (1) Prescribed to replace the human lens lost due to surgery or injury;
- (2) "Pinhole" glasses are prescribed after surgery for a detached retina; or
- (3) Lenses are prescribed instead of surgery due to;
 - a) Contact lenses used for treatment of infantile glaucoma
 - b) Corneal or sclera lenses prescribed in connection with keratoconus
 - c) Sclera lenses prescribed to retain moisture when normal tearing is not possible or inadequate; or
 - d) Corneal or sclera lenses are required to reduce a corneal irregularity other than astigmatism.

Routine vision services, except as provided herein for children up to age 19, are not covered unless additional Coverage (Vision Rider) is purchased by the employer.

Section V: What is Not Covered (Exclusions)

Piedmont does not cover any service or supply: (1) not Medically Necessary; (2) not a Covered Service (regardless of Medical Necessity), or (3) that is a direct result of receiving a non-Covered Service. The following services are specifically excluded from Coverage under this Certificate of Coverage:

1. **Abdominoplasty**, panniculectomy, abdominal sculpture, tummy tucks, abdominodermatolipectomy, and liposuction.
2. **Acupuncture.**
3. **Administrative Services:** provider's charges for missed appointments, telephone calls and other means of electronic communication, form completion, copying and/or transfer of medical records, returned checks, stop-payment on checks, and other such clerical charges, with the exception of covered telemedicine services.
4. **Alternative Medicine:** services or supplies related to alternative or complementary medicine. Services in this category may include, but are not limited to: biofeedback therapy (except for the treatment of urinary incontinence) , hypnotherapy, acupuncture; sleep therapy; behavior training; recreational therapy (dance, arts, crafts, aquatic, gambling and nature therapy); hair analysis; holistic medicine; homeopathy; aroma therapy; massage therapy; herbal, vitamin, or dietary products or therapies.
5. **Applied Behavioral Analysis**, except as provided for children age two to ten.
6. **Breast reductions** unless related to surgical interventions following a mastectomy or coverage purchased (Supplemental Rider) by the employer.
7. **Charges** which are in excess of any Benefit limitations (e.g. number of days, etc.) and amounts above the allowable charge for a service.
8. **Cochlear implants** and all related services unless additional coverage (Supplemental Rider) is purchased by the employer.
9. Supplies and devices that are for **comfort or convenience** only (such as radio, television, telephone, and guest meals) and private rooms, unless a private room is Medically Necessary and approved by Piedmont during Inpatient Hospitalization or Inpatient stay at a skilled nursing facility.
10. Non-prescription and Over-the-counter **contraception** methods and devices.
11. Reconstructive or **cosmetic surgery or procedures**, unless previously approved as Medically Necessary and by Piedmont. Complications of previous cosmetic surgery or procedures or that result from such surgeries or procedures. Cosmetic surgeries and procedures are performed mainly to improve or alter a person's appearance including: body piercing; tattooing; or removal of tattoos. However, a cosmetic surgery does

- not include the following types of reconstructive surgery that are covered: (1) a surgery or procedure to correct deformity caused by: disease; trauma; or a previous therapeutic process; (2) surgeries or procedures to correct abnormalities that cause functional impairment, including newborn congenital abnormalities; and (3) reconstructive breast surgery due to a mastectomy. Botox, collagen, and other filler substances are not covered. The patient's mental state is not considered when deciding if a surgery is cosmetic.
12. **Custodial care**, including Inpatient or Outpatient custodial care, nursing home care, respite care, rest cures, domiciliary or convalescent care along with all related services except for hospice care.
 13. **Dental** services including, but are not limited to:
 - Treatment of natural teeth due to diseases;
 - Dental care, treatment, supplies or dental x-rays (Coverage is provided for medically necessary dental services resulting from an accidental injury as described in Section IV, paragraph W. Oral Surgery; Dental Services);
 - Dental or oral appliances or devices, including but not limited to, bite guards for teeth grinding, dental implants, dentures, oral appliances for snoring or sleep apnea unless Medically Necessary, and appliances for temporomandibular joint pain dysfunction;
 - Periodontal care, prosthodontal care or orthodontic care (except for cleft lip, cleft palate or ectodermal dysplasia);
 - Shortening of the mandible or maxillae for cosmetic purposes;
 - Diagnosis or treatment of natural disease processes of the teeth or surrounding tissue; or
 - Restorative services and supplies necessary to promptly repair, remove, or replace sound natural teeth; including the extraction of wisdom teeth unless impacted.
 14. **Donor** searches for organ or tissue transplants, including compatibility testing of potential donors who are not immediate, blood related family members (parent, Child, sibling).
 15. **Dorsal rhizotomy**.
 16. **Educational** classes, programs, and support groups including, but not limited to, prenatal courses, marital counseling, self-help training and other non-medical self care and those dealing with lifestyle changes, except as otherwise specifically covered or when received as part of a covered wellness visit or screening.
 17. Services for injuries or diseases related in any way to **employment**, when:
 - You receive payment from the employer on account of the disease or injury;
 - The employer is required by federal, state, or local laws or regulations to provide Benefits to you; or
 - You could have received Benefits for the injury or disease if you had complied with applicable laws and regulations.

This exclusion applies whether or not you have waived your rights to payment for the services available or have failed to comply with procedures set out by the employer to receive these Benefits. It also applies if the employer (or the employer's insurance company or group self-insurance association) reaches any settlement with you for an injury or disease related in any way to employment.

18. **Examinations** required specifically for: insurance; employment; school; sports; camp; licensing; adoption; marriage; those ordered by a third party; immunizations required for travel and work; and Court-ordered examinations or care.
19. **Experimental/Investigative** medical or surgical procedures and drugs, as determined by Piedmont in its discretion (subject to all appeals available to you), except as provided under: (1) the Prescription Drug Services subsection; (2) and under “clinical trial for treatment studies on cancer” paragraphs of the Covered Benefits section. Services which do not meet each of the following criteria will be excluded from Coverage as Experimental/Investigative:
 - A. Any supply or drug used must have received final approval to market by the U.S. Food and Drug Administration (FDA) for the particular indication or application in question. Moreover, quantities of any drug or medication used must be within recommended maximum daily dose or duration established by the FDA or any of the standard reference compendia defined below. This excepts those drugs used: (1) in the treatment of cancer pain; and (2) prescribed in compliance with established statutes pertaining to patients with intractable cancer pain. There are two exceptions which apply when a drug has received final approval to market by the FDA, but not for the particular indication or application in question.
 - 1) This criterion will be satisfied if the use of the drug is recognized for treatment of the indication or application in any of the following resources:
 - The following three standard reference compendia defined below:
 - a) American Hospital Formulary Service Drug Information;
 - b) National Comprehensive Cancer Network’s Drug & Biologics Compendium;
 - c) Elsevier Gold Standard’s Clinical Pharmacology.
 - In substantially accepted peer-reviewed medical literature. Peer-reviewed medical literature means a scientific study published only after having been critically reviewed by unbiased experts for: scientific accuracy; validity; and reliability. This study must appear in a journal that has been determined by the International Committee of Medical Journal Editors to have met the Uniform Requirements for Manuscripts submitted to biomedical journals. (1) Peer-reviewed medical literature does not include publications or supplements to publications that are sponsored to a significant extent by a pharmaceutical manufacturing company or health carrier; or
 - 2) In the case where the drug is being used for the treatment of a specific type of cancer, this criterion will be satisfied if the use of the drug is recognized as

safe and effective for treatment of the specific type of cancer in any of the standard reference compendia.

Despite the above two exceptions, this criterion will not be satisfied if the FDA has determined that use of the drug is not recommended for the treatment of the specific indication for which it is prescribed.

- B. There must be enough information in the peer-reviewed medical and scientific literature to let Piedmont judge the safety and efficacy.
 - C. The available scientific evidence must show a good effect on health outcomes outside a research setting.
 - D. The service or supply must be as safe and effective outside a research setting as current diagnostic or therapeutic options.
 - E. The services supplied must be approved by the Centers for Medicare and Medicaid Services for Coverage by Medicare.
20. **Family planning** services that include services for:
- Artificial insemination or in vitro fertilization or any other types of artificial or surgical means of conception including any drugs administered in connection with these procedures;
 - Drugs used to treat infertility;
 - Reversals of voluntarily induced sterilization and complications incidental to such procedures; or
 - Paternity testing.
21. **Foot care** (palliative or cosmetic), including flat foot conditions; support devices, arch supports, foot inserts, orthopedic or corrective shoes not part of leg brace and fitting, castings, and other services related to devices of the feet; foot orthotics; subluxations of the foot; removal of corns or calluses and the trimming of nails, except for treatment of patients with diabetes or vascular disease; treatment of bunions only covered when associated with capsular or bone surgery; fallen arches; weak feet; chronic foot strain; or symptomatic complaints of the feet.
22. Except as provided by federal law, the cost of care for conditions that federal, state or local law requires be treated in a public facility or services or supplies provided or arranged by a **governmental facility** for which no charge would be made if you had no health Benefits insurance.
- Care for military service-connected disabilities and conditions for which you are legally entitled to health services and for which facilities are reasonably accessible to you.
 - Costs of health care services covered under the Medicare program.
23. **Group speech therapy.**

24. **Gynecomastia**, services for surgical treatments for cosmetic purposes.
25. Care and treatment for **hair loss** including wigs, hair transplants or any drug that promises hair growth, whether or not prescribed by a Physician are not covered, except for one wig after chemotherapy.
26. **Health club memberships, health spa charges, exercise equipment or classes**, charges from a **physical fitness instructor or personal trainer**, and any other charges for services, equipment or facilities for developing or maintaining physical fitness, even when ordered by a physician.
27. **Hearing** care except as provided herein for Participants up to age 19. Hearing aids or the examination to prescribe or fit hearing aids.
28. **Immunizations for travel or work.** Coverage does not include Benefits for immunizations required for travel or work, unless such services are received as part of the covered preventive care services as defined in this policy.
29. **Infertility** surgical or medical treatment is not covered. This includes: services; office visits; lab and diagnostic tests; and procedures to promote conception once a diagnosis of infertility has been established. In the absence of a confirmed infertility diagnosis, Coverage for these services ends when drugs are prescribed or surgeries performed to correct the condition. Infertility services not specifically described as covered are not covered.
30. **Long-Term/Custodial Nursing Home care.**
31. Services and supplies deemed **not Medically Necessary**.
32. **Medical equipment, appliances, devices and supplies** that have both a therapeutic and non-therapeutic use. These include: elastic or leather braces or supports; corsets; batteries and battery chargers; exercise equipment; air conditioners, dehumidifiers, humidifiers, and purifiers; special bed linens, mattress or mattress covers; other special supplies, appliances, and equipment such as office chairs, sun or heat lamps, whirlpool baths, and heating pads; rental or purchase of TENS units; orthotic shoe inserts; personal hygiene, comfort, and convenience items including but not limited to grab/tub bars, tub benches, telephone, television, guest meals and accommodations, take home medications, and supplies; home improvement items, including but not limited to, escalators, elevators, ramps, stair glides or emergency alert equipment; and expenses incurred at a health spa, gym or similar facility. An office visit for the purpose of fitting for a noncovered device or supply is not covered.
33. We do not cover these **mental health and substance use disorder services**:
 - Inpatient stays for environmental changes;
 - Cognitive rehabilitation therapy;
 - Education therapy;
 - Long term behavioral health care;

- Conduct disorders;
 - Vocational or recreational activities;
 - Coma stimulation therapy;
 - Services for sexual deviation or dysfunction;
 - Treatment for social maladjustment without signs of a psychiatric disorder;
 - Remedial or special education services;
 - Marriage or relationship counseling;
 - Employment counseling;
 - Treatment of mental retardation and learning disabilities (except for attention deficit hyperactivity disorder -ADHD and autism)
 - Psychiatric evaluation or therapy when related to judicial or administrative proceedings or orders, when employer requested, or when required for school;
 - Educational testing or psychological testing, unless part of a treatment program for Covered Services; or
 - More than one hour of psychotherapy in a 24 hour time period. Group therapy with one therapist with more than eight patients.
34. **Methadone maintenance** at any level of care.
35. Services for which you have **no financial responsibility**. Except as otherwise required by state or federal law, Piedmont will not pay for, or reimburse, the cost of any Covered Service for which the Participant is not financially liable. Examples include charges for complimentary health screenings, charges for Covered Services provided by an immediate family Participant, and charges incurred as a donor or surrogate for which another individual or entity has assumed financial responsibility (except when assumed by a "Plan," as defined in the "Coordination of Benefits" subsection of this Certificate of Coverage, in which case that subsection applies).
36. Medical **Nutritional Therapy** (Obesity); **nutrition counseling**, except when provided as part of diabetes education or when received as part of a covered wellness service visit or screening; **nutritional and/or dietary supplements**, except as required by law. This exclusion includes but is not limited to nutritional formulas and dietary supplements that are available over the counter and do not require a written prescription.
37. **Organ transplants and tissue transplants** are not covered, except as described in the Covered Benefits section of this Certificate of Coverage.
38. **Over-the-counter convenience and hygienic items.**
39. **Penile implants** and related services.
40. **Private duty nursing** in an Inpatient setting.
41. **Recreation therapy**, including, but not limited to, sleep, dance, arts, crafts, aquatic, gambling, and nature therapy.

42. **Services or supplies** if they are:
- Ordered by a doctor whose services are not covered;
 - Not prescribed, performed, or directed by a provider licensed to do so;
 - Received before the effective date or after a covered Participant's Coverage ends;
 - Travel, whether or not recommended by a physician;
 - Rendered by a provider that is a Member of the covered person's immediate family;
 - Services for which a charge is not usually made;
 - Received or rendered outside of the United States, except for Emergencies or Urgent Care; or
 - Any types of health services, supplies, or treatments not specifically provided herein. The term "services" as used in this Exclusions section includes supplies or medical items.
43. Treatment related to **sexual organ dysfunction**, function, or inadequacies, including but not limited to, impotency. All forms of prescription drugs for impotence or to enhance arousal, libido or sexual response are not Covered Services unless additional Coverage (Male RX Rider) is purchased by the employer.
44. **Skilled nursing facility stays** are not covered for treatment of psychiatric conditions and senile deterioration; Inpatient services during temporary leave from a skilled nursing facility; or a private room unless Medically Necessary.
45. Services or supplies for **smoking** cessation or nicotine addiction, except for smoking and tobacco cessation counseling as part of preventive care.
46. Oral surgery that is dental in origin; Reversal of voluntary sterilization; radial keratotomy, keratoplasty, Lasik and other **surgical procedures** to correct refractive defects.
47. Non-interactive **telemedicine services**.
48. Treatment of **varicose veins or telangiectatic dermal veins (spider veins)** when services are rendered for cosmetic purposes.
49. Routine **vision**, except as provided herein for children up to age 19. Surgical and other services/supplies 1) to correct near-sightedness and/or far-sightedness, including radial keratotomy (RK) and Lasik refractive surgery; or 2) for any procedures that are considered cosmetic in nature. Annual routine vision examinations are covered when additional Coverage (Vision Rider) is purchased by the employer.
50. Services for **weight loss** or weight control and related services, including but not limited to gastric bypass surgery or services for complications resulting from gastric bypass surgery, unless additional Coverage to cover Morbid Obesity (Supplemental Rider) is purchased by the employer.

51. **Work related** injuries or illnesses, including those injuries that arise out of or in any way result from an illness or injury that is work-related; provided the employer provides, or is required to provide, workers' compensation or similar type Coverage for such services.

Section VI: Out-of-Plan Benefits

You have the option to receive services from Piedmont or non-Piedmont Providers. When you choose to receive services from a non-Piedmont Provider you are considered “out-of-plan” or out-of-Network. You have access to almost all of the same Covered Services as provided in this Certificate of Coverage; however you may have different Copayment, Deductible and/or Coinsurance amounts or Benefit maximums listed on your Schedule of Benefits for Out-of-Plan services that will apply. If you receive certain services without the proper preauthorization, you are considered out-of-plan. These are listed in the “How to Use Your Benefits” Section of this Certificate of Coverage.

When you receive care or treatment from a non-Piedmont Provider you may be responsible for all claims filing and preauthorization if this provider does not agree to do so on your behalf. In addition you may be balance billed by non-Piedmont Providers as described below.

Balance Billing

Piedmont’s payment for covered services is based on an Allowable Charge. When services are received from Piedmont provider who has agreed to Piedmont’s negotiated rate, Participants are not responsible for the difference between the negotiated rate and the billed amount. This amount is “written off” by the Piedmont Provider. For out-of-plan Covered Services, the Benefit payable is based on an Allowable Charge that Piedmont has determined to be applicable to non-Piedmont Providers.

Balance billing is when the non-Piedmont Provider bills you for the amounts over and above Piedmont’s Allowable Charge. You are responsible for amounts above the Allowable Charge in addition to any Copayment, Deductible and/or Coinsurance amounts. Balance billed amounts do not count towards the out-of-pocket maximum or lifetime maximum.

Preauthorization

If you are being treated by a non-Piedmont Provider and you need services that require preauthorization, then either you or your physician must contact Piedmont’s Medical Management staff at (434) 947-4463 or toll free at 1-800-400-7247.

Traveling

Participants who are traveling outside the Service Area are covered for routine services at the out-of-plan level. If you have a non-urgent or non-emergent medical need while traveling, please contact Piedmont for specific preauthorization and Coverage information.

Coverage for Emergencies or urgent care outside the service area or outside the country is covered at the in-plan level. When doing so, present your identification card to the medical provider and ask that they file the charges directly with Piedmont. In some cases you may be asked to pay for Emergency or acute illness care. If this occurs, simply submit an itemized statement to Piedmont or complete a medical claim form and attach all receipts for reimbursement.

Section VII: Eligibility and Other Terms and Conditions

A. ELIGIBILITY

Subscriber. To be eligible to enroll as a Subscriber, a person must: (1) be entitled to participate in the employer's or group's health Benefits program; and (2) otherwise comply with any probationary or other eligibility requirements established by the employer / group and identified in its Policy with Piedmont.

Spouse. A Subscriber may enroll his/her legal spouse as a Participant during the Subscriber's Open Enrollment Period or within 30 days of the date of the Subscriber's marriage. To be eligible to enroll as a spouse, a person must: (1) meet all eligibility requirements of the Subscriber's employer / group; and (2) be the Subscriber's legal spouse. A person is not eligible for Coverage as a Participant's legal spouse if: (1) residing in a state facility; (2) a ward of the state; or (3) an individual on active duty with the military.

Child. To be eligible for Coverage, a "Child" must be either: (1) the Subscriber's biological, legally adopted, or foster Child; or (2) the biological, legally adopted, or foster Child of the Subscriber's legal spouse if such spouse is also a covered Participant under the Certificate of Coverage. Child includes a son, daughter, stepchild, adopted child, including a child placed for adoption, foster child, or any other child eligible for Coverage under the health Benefit plan. Except as noted below, there is no requirement that the Child: be financially dependent on an individual covered under the Certificate of Coverage; share a residence with an individual covered under the Certificate of Coverage; meet student status requirements; be unmarried; not be employed; or any combination of these factors. The "Limiting Age" of a Child otherwise eligible for Coverage under the Certificate of Coverage is age 26.

Except as provided below with respect to the "Subscriber's Newborn Child," a spouse or Child not added to the Subscriber's Coverage at the time of open enrollment: (1) may not be added to the Subscriber's Coverage until the employer's next open enrollment; or (2) in the case of newly eligible Plan Participants other than the Subscriber, not added to the Subscriber's Coverage within 30 days of the initial date of eligibility.

Unless legal guardianship is granted to the Subscriber: (1) A grandchild of the Subscriber; (2) another Child of the Subscriber; or (3) his/her enrolled legal spouse's Child, is not eligible for Coverage under the Certificate of Coverage.

Subscriber's Biological Newborn Child. If the Subscriber's group plan provides "Child" Coverage for the Subscriber's family members, then Piedmont will provide Benefits for the Subscriber's newly born biological Child from the moment of birth. We ask that you notify us in advance of the Child's birth so that we may ensure the Child's claims are paid correctly when Piedmont receives them. However, a failure to notify us in advance will not result in the denial of an otherwise valid claim for Covered Benefits.

The Subscriber's biological newborn Child's Coverage will be identical to Coverage provided to the Subscriber; except that, regardless of whether the Coverage would otherwise be

provided under the terms and conditions of this Certificate of Coverage, Coverage will be provided for:

1. Necessary care and treatment of: medically diagnosed congenital defects and birth abnormalities, with Coverage limits no more restrictive than for any injury or sickness covered under the Certificate of Coverage; and
2. Inpatient and Outpatient dental, oral surgical, and orthodontic services Medically Necessary for the treatment of: medically diagnosed cleft lip, cleft palate or ectodermal dysplasia. These Inpatient and Outpatient services are subject to any: Deductible, Copayment, Coinsurance, or other cost-sharing, and policy or contract maximum provisions, provided that the provisions are no more restrictive for these services than for any injury or sickness covered under the Certificate of Coverage.

If payment of a specific Premium is required to provide Coverage for the eligible Child, you must notify Piedmont of the birth of the newly born Child and pay the required Premium (or have it paid on your behalf) within 31 days after the date of birth in order to have the Coverage continue beyond the initial 31-day period. If the Subscriber's newborn Child's mother expects to receive Benefits from another carrier, but the Subscriber wishes his newborn Child's claims paid under this Certificate of Coverage, we request that you notify us in advance of the Child's birth. This is so Piedmont may ensure the Child's claims are correctly paid when Piedmont receives them; but, a failure to notify us in advance will not result in the denial of an otherwise valid claim for Covered Benefits.

Subscriber's Adopted Child. If the Subscriber's employer or group plan provides for "Child" Coverage, then when a Child has been placed with a Subscriber for the purpose of legal adoption, that Child is eligible for "Child" Coverage from the date of such adoptive or parental placement. However, an application for Coverage must be submitted within 30 days from the date of eligibility, along with proof that adoption is pending. If a newborn infant is placed for adoption with a Subscriber within 31 days of birth, Piedmont shall consider this Child a newborn Child of the Subscriber to the same extent as if that Child had been a Subscriber's newborn biological Child.

Legal Guardianship of a Child. If the Subscriber's employer or group plan provides for "Child" Coverage, the Subscriber may enroll a Child or a Child of the Subscriber's legal spouse when the Subscriber is the legal guardian of the Child. The Child for whom the Subscriber is the Child's legal guardian will be added to the Subscriber's policy only during the Subscriber's group's Open Enrollment Period, or within 30 days of the Subscriber's assuming legal guardianship for the Child.

Handicapped Child. A Child unable to support himself or herself because of an intellectual disability or physical handicap; and who was enrolled under the contract or Certificate of Coverage before attaining the Limiting Age, will not have his/her Coverage terminated when reaching the Limiting Age if: (1) a qualified Physician furnishes proof of such handicap; and (2) the Subscriber provides proof of dependency within 31 days of the Child's reaching the Limiting Age. Piedmont may require subsequent proof, but not more frequently than annually after the two-year period following the Child's attaining the Limiting Age. Coverage of the handicapped Child will continue for as long as the Child: (1) remains incapable of self-

support because of an intellectual disability or physical handicap; (2) remains unmarried; and (3) remains dependent on the Subscriber or the Subscriber's enrolled legal spouse.

Termination of a Child's Coverage. Unless terminated earlier for other reasons specified in the Certificate of Coverage (e.g., employer or group cancels its employer or group contract for Coverage), Coverage for an enrolled Child terminates on the last day of the month in which he/she reaches the Limiting Age. It is the Subscriber's responsibility to send a notice of termination to his/her employer and to Piedmont when a Child is no longer eligible. Coverage will terminate retroactively as of the date the Child was no longer eligible.

B. ENROLLMENT

During the employer's or group's annual Open Enrollment Period, a Subscriber may enroll any eligible Participants by: completing a Piedmont enrollment application; or a change form to be sent to Piedmont by the employer or group. Piedmont covers newborn children as described in Eligibility subsection above. No person is eligible to re-enroll in Piedmont who has had Coverage terminated as described hereafter in "Termination for Cause." Except as specifically provided below, any Participant not enrolled in Piedmont within 31 days after becoming eligible may not enroll until the employer's or group's next Open Enrollment Period.

Special Enrollment Periods are allowed due to certain losses of other qualifying Coverage and changes in family status. A special enrollment period is allowed due to a loss of other qualifying Coverage if the Employee declined Coverage when first eligible for it; later loses the other qualifying Coverage; and requests enrollment no more than 30 days thereafter. This is called a qualifying event. Below are examples of qualifying events:

- Marital status change: marriage, divorce, death of a spouse.
- Participant status change: birth, adoption, custody, or placement of a foster child.
- Employment status change: loss or gain of other Coverage due to employment.
- Address change that changes Benefits eligibility: Subscriber moving in or out of the Service Area.
- Loss or gain of other Coverage.
- Loss of minimum essential Coverage.
- Termination of employer contributions.
- Exhaustion of COBRA continuation Coverage.
- Court ordered Coverage change.

The effective date of Coverage for special enrollments will be the date of the qualifying event.

A qualified Employee or Dependent of a qualified Employee who has lost eligibility for: Medicaid or CHIP Coverage; or who has become eligible for state Premium assistance under a Medicaid or CHIP program, is eligible for a special enrollment period and has 60 days from the date of the triggering event to select Coverage.

Qualified Medical Child Support Order. Federal law requires the Subscriber's employer or group to comply with a qualified medical Child support order ("QMCSO"). A QMCSO is an order, judgment, or decree by which an Employee is required to include a Dependent Child under his or her group health care Coverage. A QMCSO can also enforce a state medical Child support law under section 1908 of the federal Social Security Act.

QMCSOs must be sent to the Subscriber's employer or group. Upon receipt, your employer will qualify the QMCSO and forward it to Piedmont. If the order is qualified, you may cover your Participant Child, who is the subject of the order, under Piedmont's plan. If you are not already enrolled with Piedmont, you must purchase the Coverage before your Participant Child can enroll. You or your employer or group must make required Premium payments for the Coverage as of the date specified in the QMCSO.

If a QMCSO issued in a divorce or legal separation proceeding requires you to provide health care Coverage to a Participant Child who is not in your custody, you may do so. To be considered qualified, a medical Child support order must include:

- Name and last known address of the parent who is covered under the plan;
- Name and last known address of each Child to be covered under the plan;
- Type of Coverage to be provided to each Child; and
- Period of time the Coverage is to be provided.

C. EFFECTIVE DATE OF COVERAGE

TIME OF COVERAGE: The Policy becomes effective at 12:01 am on the effective date.

Subject to the payment of applicable Premiums and Piedmont's receipt of a completed enrollment application from or on behalf of each eligible person to be enrolled in Piedmont, Coverage for the Subscriber and enrolled Participants will begin on the date agreed upon by Piedmont and the employer or group.

1. The Coverage of persons who enroll during the employer's or group's Open Enrollment Period is effective as agreed upon by the employer or group and Piedmont in the Group Enrollment Agreement.
2. The effective date of Coverage of a Subscriber's newborn Child is described in Eligibility subsection above.
3. Coverage of newly acquired Participants who enroll in the plan with Piedmont will become effective on the date of the qualifying event following application, subject to the: enrollment limitations; eligibility requirements; and payment of Premium referenced above.

D. TERMINATION OF COVERAGE

The entire Group Enrollment Agreement, the Coverage of an individual Subscriber, or the family Coverage for Dependent Participants of the individual Subscriber that is enrolled, may

only be rescinded or voided if: (1) the individual Subscriber or Participant (or a person seeking Coverage on behalf of the individual) performs an act, practice, or omission that constitutes fraud; or (2) the individual Subscriber or Participant (or a person seeking Coverage on behalf of the individual) makes an intentional misrepresentation of material fact to the plan in an application, form, or statement.

For the purposes of this Certificate of Coverage, a “rescission” is a cancellation or discontinuance of Coverage that has retroactive effect. For example, a cancellation that treats this Certificate of Coverage and the Coverage as void from the time of the Subscriber’s or employer’s/group’s enrollment in Coverage is a rescission. Any Premiums for Coverage after the effective date of a rescission of Coverage will be refunded to the individual or group that paid the Premiums. A cancellation or discontinuance of Coverage with only prospective effect is not a rescission. Neither is a cancellation or discontinuance that is effective retroactively because of a failure to pay the required Premiums or make contributions toward the cost of Coverage in the manner required by the Group Enrollment Agreement or Certificate of Coverage.

Participants affected by a rescission of Coverage will be provided at least 30-days’ advance written notice of the proposed rescission of Coverage before Coverage under the Plan may be rescinded, regardless of whether the rescission applies to the entire group or only to an individual within the group. Such notice shall at a minimum contain:

1. Clear identification of the alleged fraudulent act, practice, or omission or the intentional misrepresentation of material fact;
2. An explanation as to why the act, practice, or omission was fraudulent or was an intentional misrepresentation of a material fact;
3. Notice that the covered person or the covered person’s authorized representative, prior to the date the advance notice of the proposed rescission ends, may immediately file an internal appeal to request a reconsideration of the rescission;
4. A description of Piedmont’s internal appeal process for rescissions, including any time limits applicable to those procedures; and
5. The date when the advance notice ends and the date back to which the coverage will be rescinded.

Piedmont will not terminate a Participant’s Coverage on the basis of the status of the Participant’s health or because the Participant has exercised his or her rights under the grievance or appeal systems described later in this Certificate of Coverage by registering a complaint against Piedmont or an appeal of Piedmont’s determination on Benefits.

The following paragraphs describe the circumstances under which Piedmont may terminate Coverage. All rights to Benefits, including Inpatient services, shall cease as of the effective date of termination.

1. **Termination for Cause.** If the Subscriber's Coverage is terminated for cause, the Coverage for all Participants enrolled in the plan through that Subscriber is terminated as well. The employer or group must determine eligibility for other insurance Coverage if Piedmont's Coverage is terminated for cause. The conditions under which your Piedmont Coverage may be terminated for cause are as follows:
 - a. If you permit the use of your identification card by any other person or use another Participant's card, Piedmont may recall the card and terminate your Coverage immediately upon written notice.
 - b. You represent that all information contained in applications, questionnaires, forms or statements submitted to Piedmont is true, correct, and complete. Except as provided in the "Incontestability" subsection later in this section, if you furnish information or engage in any activity that, in either case, constitutes a fraud or material misrepresentation in enrollment or the use of services or facilities, then your Coverage may be terminated immediately upon written notice. Participants so terminated shall be responsible to pay for all services provided to the Participant hereunder that are related to such information or activity.

With regard to Nos. 1(a) and 1(b) above, Piedmont shall provide any Participant whose Coverage is being terminated "for cause" with 31 days' written notice prior to such termination.

2. **Termination for Loss of Eligibility.** Subject to the continuation Coverage privileges set forth below, the Coverage of any Participant who ceases to be eligible will terminate at the end of the day upon which eligibility ceased unless otherwise agreed upon by Piedmont and the Subscriber's employer. In the event of the Subscriber's death, Coverage will terminate for covered Participants of the Subscriber on the last day of the period for which payments have been made by or on behalf of the Subscriber, subject to the continuation of Coverage rights described in the applicable subsection "Continuation of Coverage Rights under COBRA" (if your group is subject to COBRA) or "Continuation of Coverage if Group Not Eligible for COBRA". Piedmont will provide 31 days' written notice of such termination to the Subscriber.
3. **Termination for Failure to Pay Premium.** Only Participants for whom the stipulated Premium payment is actually received by Piedmont shall be entitled to Covered Services and then only for the period for which such payment is received. If payment is not made in full by the employer on or prior to the Premium due date, as specified in the Policy, a grace period shall be granted to the employer or group for payment of any Premium due except the first Premium. Coverage will remain in force during the grace period, unless the employer has given Piedmont written notice of discontinuance in accordance with the terms of the Policy and in advance of the date of discontinuance. The grace period shall begin on the Premium due date and continue for 31 calendar days. If payment is not made before the end of the grace period, your Coverage may be terminated at the end of the grace period. If the Premium is not paid, the employer or group may be held liable for the payment of a prorata Premium for

the time that the Coverage was in force during the grace period. Piedmont shall provide employer/group with at least 15 days' written notice prior to terminating Coverage due to failure to pay Premiums.

4. **Termination of the Policy.** The Policy between Piedmont and the employer or group may be terminated by the employer/group or by Piedmont for any reason permissible under the policy. In addition, Piedmont may terminate the employer's or group's Coverage for nonpayment of Premium or for fraud or material misrepresentation in the application for Coverage. In any such event, Coverage shall terminate for all Subscribers and Participants as of the effective date of termination of the Policy. All rights to Benefits shall cease as of the effective date of termination.
5. **Reinstatement.** Once your Coverage is terminated, re-application is necessary before new Coverage can begin. Note that if your Coverage is terminated for cause under Paragraph D.1 of this Section, you are not eligible for reinstatement.

E. CONTINUATION COVERAGE RIGHTS UNDER COBRA

This section only applies if your employer or group must offer COBRA continuation Coverage. Most employers and groups (generally those with 20 or more Employees) must give a notice of COBRA continuation rights to their Employees within 90 days after the Employees become enrolled under the employers' health care plans. In most cases, your plan administrator will provide you with that notice.

This subsection contains important information about your right to COBRA continuation Coverage. COBRA is a temporary extension of Coverage under the employer's group health care plan. **This subsection generally explains COBRA continuation Coverage, when it may become available to you and your family (if your family is enrolled), and what you need to do to protect your right and their right to receive it.**

The right to COBRA continuation Coverage was created by federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation Coverage can become available to you when you would otherwise lose your group health care Coverage. It can also become available to other Participants of your family who are covered under the plan when they would otherwise lose group health care Coverage. This subsection gives only a summary of your COBRA continuation Coverage rights. For more information about your rights and obligations under the plan and federal law, you should contact your plan administrator. Ask to review the plan's summary plan description or to get a copy of the plan document.

The plan administrator is often your group administrator. If you are unsure who your group administrator is or how he or she may be contacted, you may call Piedmont's customer service representatives and ask for that information. Our representatives' telephone numbers are 434/947-4463 or toll-free at 800/400-7247.

COBRA Continuation Coverage. COBRA continuation Coverage is a continuation of group health care Coverage when Coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are dot-pointed later in this subsection. After a qualifying event, COBRA continuation Coverage must be offered to each

person who is a “qualified beneficiary.” A qualified beneficiary is someone who will lose Coverage under the plan because of the qualifying event. Depending on the type of qualifying event, Employees, spouses of Employees, and Participant children of Employees may be qualified beneficiaries. Under the plan, qualified beneficiaries who elect COBRA continuation Coverage must pay the entire cost of their Coverage (plus the administration fee allowed by law). Coverage will end if the qualified beneficiary fails to pay the required Premiums on time. The initial Premium for COBRA continuation Coverage must be paid within 45 days of its due date. Each Premium, after the first, must be paid within 31 days on its due date.

If you are an Employee, you will become a qualified beneficiary if you lose your Coverage under your group health care plan because either one of the following qualifying events occurs:

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

If you are the spouse of an Employee, you will become a qualified beneficiary if you lose your Coverage under the group health care plan because any of the following qualifying events occurs:

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

Your Participant children will become qualified beneficiaries if they lose their Coverage under the group health care plan because any of the following qualifying events occurs:

- The parent-Employee dies;
- The parent-Employee’s hours of employment are reduced;
- The parent-Employee’s employment ends for any reason other than his or her gross misconduct;
- The parent-Employee becomes entitled to Medicare Benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The Child stops being eligible for Coverage under the plan as a “Participant Child.”

Sometimes, filing a bankruptcy proceeding under Title 11 of the United States Code can be a qualifying event. If the bankruptcy proceeding is filed with respect to the employer sponsoring the group health care plan and that bankruptcy results in loss of Coverage by a retired Employee covered under the plan, the retired Employee will become a qualified beneficiary with respect to the bankruptcy. The retired Employee’s spouse, surviving spouse, and Participant children will also be qualified beneficiaries if bankruptcy results in the loss of their Coverage under the group health care plan.

COBRA Notice Requirements. You must notify your plan administrator, and your plan administrator must notify Piedmont, in accordance with COBRA requirements, if

a qualifying occurs. Piedmont will offer COBRA continuation Coverage to qualified beneficiaries only after the plan administrator has notified Piedmont in writing that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment; death of the Employee; if the plan provides retiree health care Coverage, the commencement of a proceeding in bankruptcy with respect to the employer; or the Employee's becoming entitled to Medicare Benefits (Part A, Part B, or both), you must notify your plan administrator within 30 days of the qualifying event. The plan administrator must then notify Piedmont.

For the other qualifying events (divorce or legal separation of the Employee and spouse or a Participant Child's losing eligibility for Coverage as a Participant Child), you must notify the plan administrator. The plan requires you to notify the plan administrator within 60 days after one of these qualifying events occurs. You must send this notice to the plan administrator. The plan administrator must then notify Piedmont.

Once the plan administrator and Piedmont receive notice that a qualifying event has occurred, COBRA continuation Coverage will be offered to each qualified beneficiary. Each qualified beneficiary has a right to elect COBRA continuation Coverage even though if the other qualified beneficiaries may not elect Coverage. Covered Employees may elect COBRA continuation Coverage on their spouses' behalf if their spouses were covered under the group health plan when the spouses' Coverage ended. Parents may elect COBRA continuation Coverage on their children's behalf if the children were covered under the group health care plan when the children's Coverage ended. For each qualified beneficiary who elects COBRA continuation Coverage and for whom the required Premium is paid on time, the Coverage will begin on the date of the qualifying event.

Length of COBRA Continuation Coverage. COBRA continuation Coverage is a temporary continuation of group health care Coverage. When the qualifying event is the death of the Employee; the Employee's becoming entitled to Medicare Benefits (Part A, Part B, or both); your divorce or legal separation; or a Participant Child's losing eligibility as a Participant Child, COBRA continuation Coverage lasts for up to a total of 36 months.

When the qualifying event is the end of employment or reduction of the Employee's hours of employment, and the Employee became entitled to Medicare Benefits less than 18 months before the qualifying event, COBRA continuation Coverage lasts for up to 36 months after the date of Medicare entitlement. For example, if a covered Employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation Coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the Employee's hours of employment, COBRA continuation of Coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation Coverage can be extended:

1. **Disability extension of 18-month period of COBRA continuation Coverage.** If the U. S. Social Security Administration determines that you or anyone in your family covered under the group health care plan is disabled and you notify your plan administrator in a timely fashion, you and your entire family may be entitled to receive up

to an additional 11 months of COBRA continuation Coverage, for a total maximum of 29 months. The disability must have started at some time before the 60th day of COBRA continuation Coverage and must last at least until the end of the 18-month period of COBRA continuation Coverage. You must ensure that the plan administrator receives a copy of the Social Security Administration's determination within 60 days of the date of the determination and before the end of the 18-month period of COBRA continuation Coverage. This notice must be sent to your plan administrator. The plan administrator must then notify Piedmont.

2. **Second qualifying event extension of 18-month period of COBRA continuation Coverage.** If your family experiences another qualifying event while receiving 18 months of COBRA continuation Coverage, your spouse and Participant children covered under the group health care plan can get up to 18 months of COBRA continuation Coverage, for a maximum of 36 months, if you notify your plan administrator in a timely fashion. This extension may be available to the Employee's spouse and any Dependent children receiving COBRA continuation Coverage if the Employee dies, becomes entitled to Medicare Benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the Participant Child stops being eligible as a Participant Child under the group health Benefit plan. This extension is only available if the second event would have caused the spouse or Participant Child to lose Coverage under the group health care plan had the first qualifying event not occurred. In all of these cases, you must make sure that the plan administrator is notified of the second qualifying event within 60 days of that event. This notice must be sent to your plan administrator. The plan administrator must then notify Piedmont.

COBRA continuation Coverage will be terminated before the end of any maximum period if: (1) any required Premium is not paid in full on time; (2) a qualified beneficiary becomes covered, after electing COBRA continuation Coverage, under another group health plan that does not impose any pre-existing condition limitation for the qualified beneficiary's pre-existing condition; (3) a covered Employee becomes entitled to Medicare Benefits (Part A, Part B, or both) after electing COBRA continuation Coverage; or (4) the employer ceases to provide any group health care plan for its Employees. COBRA continuation Coverage may also be terminated for any reason that the plan or Piedmont would terminate the Coverage of a participant or beneficiary who is not receiving COBRA continuation Coverage (such as fraud or material misrepresentation).

Questions about COBRA. If Piedmont is responsible for administering your COBRA continuation Coverage or you are uncertain who administers your COBRA Coverage, you should contact Piedmont at the numbers provided elsewhere in this Certificate of Coverage. If your group is responsible for administering COBRA, you should contact your group administrator directly. You may also contact the nearest Regional or District Office of the U. S. Department of Labor's Employee Benefits Security Administration (EBSA) for general information about COBRA. Addresses and phone numbers of Regional and District EBSA Offices should be available through EBSA's website at www.dol.gov/ebsa or in the telephone directory.

Keep your plan informed of address changes. In order to protect your rights or your family's rights, you should keep Piedmont and any other person or entity responsible for administering COBRA continuation Coverage informed of any changes in the addresses of family Participants. You should also keep a copy, for your records, of any notices you send to your plan administrator.

F. CONTINUATION COVERAGE IF GROUP NOT ELIGIBLE FOR COBRA

This section only applies if your group is not eligible for federal COBRA continuation Coverage. Typically, employers with fewer than 20 Employees during the preceding calendar year, church groups, and non-employer groups (i.e. non-employer associations) are not eligible for COBRA continuation Coverage.

Notice requirements. You must notify your plan administrator (most often your group administrator) immediately of your loss of eligibility under the group policy. The group is then responsible for providing you a notice of your options for continuing Coverage within 14 days.

You may continue your Coverage under your group's contract for a period of 12 months immediately following the date that you are no longer eligible for Coverage under the group's contract. Coverage will be provided without additional evidence of insurability. In order to continue Coverage, you must submit a completed application form to Piedmont within 60 days following the date of termination of your group Coverage. The Benefits will be the same as your group's Benefits. You must make Premium payments for your Coverage at the rate that the group is paying. This means that, if the group's Coverage or Premiums change during your 12-month continuation period, your Coverage and rate will also change. Premiums may be paid monthly.

Continuation Coverage is not available when:

1. You are covered for Benefits under Medicare;
2. You are covered by or eligible for substantially the same level of Hospital, medical and surgical Benefits under state or federal law;
3. You are covered by substantially the same level of Benefits under any policy, contract, or plan for individuals in a group;
4. You have not been continuously covered under the group's contract during the three month period immediately preceding your termination of Coverage; or
5. You were terminated from the Group Health Plan for:
 - (a) failing to pay the amounts due under the contract, including failure to pay the Premiums that the contract or the Certificate of Coverage requires;
 - (b) fraud or material misrepresentation in enrollment or in the use of services or facilities; or
 - (c) material violation of the terms of the group contract.

G. COORDINATION OF BENEFITS

Special coordination of Benefits (COB) rules apply when you or members of your family have additional Coverage through other group health plans, including but not limited to:

- Group insurance plans, group Blue Cross Blue Shield, health maintenance organization, and other prepaid Coverage;
- Labor management trustee plans, union welfare plans, employer welfare plans, employer organization plans, or Employee Benefit organization plans; and
- Coverage under any tax-supported or government program to the extent permitted by law.

Primary Coverage and Secondary Coverage

When a Participant is also enrolled in another group health plan, one Coverage will be primary and one will be secondary. The decision of which Coverage will be primary or secondary is made using the order of Benefit determination rules listed in this section.

Highlights of these rules are described below:

- If the other Coverage does not have COB rules substantially similar to Piedmont's, the other Coverage will be primary.
- If a Participant is enrolled as the named insured under one Coverage and as a Dependent under another, generally the one that covers him or her as the named insured will be primary.
- If a Participant is the named insured under both Coverages, generally the one that covers him or her for the longer period of time will be primary.
- If the Participant is enrolled as a Dependent Child under both Coverages (for example, when both parents cover their Child), typically the Coverage of the parent whose birth day falls earliest in the calendar year will be the primary.
- Special rules apply when a Participant is enrolled as a Dependent Child under two coverages and the Child's parents are separated or divorced. Generally, the Coverage of the parent or stepparent with custody will be primary. However, if there is a court order that requires one parent to provide for medical expenses for the Child, that parent's Coverage will be primary. If there is a court order that states that the parents share joint custody without designating that one of the parents is responsible for medical expenses, the coverage of the parent whose birthday falls earliest in the calendar year will be primary.

When Piedmont provides secondary Coverage, we first calculate the amount that would have been payable had Piedmont been primary. In no event will Piedmont's payment as secondary Coverage exceed that amount. We coordinate Benefits so that the combination of the primary plan's payment and Piedmont's payment does not exceed Piedmont's allowable charge. When the primary Coverage provides Benefits in the form of services rather than payment, a reasonable cash value of the services will be assigned and then considered to be the Benefit payment.

Overpayment of Benefits

If Piedmont overpays Benefits because of COB, we have the right to recover the excess from:

- Any person to, or for whom such payments were made,
- Any insurance company, or
- Any other organization.

Right to Receive and Release Information

By accepting Coverage under this Certificate of Coverage you should:

- Provide us with information about other Coverage and promptly notify us of any Coverage changes;
- Promptly respond to any requests for information from us;
- Give us the right to obtain information as needed from other to coordinate Benefits;
- Return any excess amounts to us if we make a payment and later find that the other coverage should have been primary.

The following charts set forth a graphical presentation of the Coordination of Benefits procedures and determinations as set forth in this Certificate of Coverage:

Which Plan pays First? Order of Benefit Determination Rules

When a Member is covered by 2 group plans, and	Then	Primary	Secondary
If one plan does not contain a COB provision	The plan without COB provision is	X	
	The plan with COB provision is		X
The Member is the subscriber under one plan and the Dependent under the other	The plan covering the Member as the subscriber is	X	
	The plan covering the person as a Dependent is		X
The Member is a subscriber in two active group plans	The plan that has been in effect longer is	X	
	The plan that has been in effect the shorter amount of time is		X
The Member is an active Employee on one plan and enrolled as a COBRA subscriber	The plan which the subscriber is an active Employee is	X	
	The COBRA plan is		X
The Member is covered as a Dependent Child under both plans	The plan of the parent whose birthday occurs earlier in the calendar year (known as the birthday rule) is	X	
	The plan of the parent whose birthday is later in the calendar year is		X
The Member is covered as a Dependent Child and Coverage is specified in a court decree	The plan of the parent primarily responsible for health Coverage under the court decree is	X	
	The plan of the other parent is		X
The Member is covered as a Dependent Child and Coverage is specified in a court decree	The custodial parent or spouse of custodial parent's plan is	X	
	The non-custodial parent's plan is		X
The Member is covered as a Dependent Child and the parents share joint custody	The plan of the parent whose birthday occurs earlier in the calendar year is	X	

	The plan of the parent whose birthday is later in the calendar year is NOTE: If the parents have the same birthday (MM/DD), the plan that has been in effect longer is primary		X
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Coordination of Benefits with Medicare for Members under 65 with a Disability

When a Member is covered by Medicare and a group plan	Then	Piedmont is Primary	Medicare is Primary
Is a Member who is qualified for Medicare Coverage due solely to End Stage Renal Disease (ESRD)	During the 30-month Medicare entitlement period	X	
	Upon completion of the 30-month Medicare entitlement period		X
Is a disabled Member who is allowed to maintain group enrollment as an active Employee	If the employer employs 100 Employees or more	X	
	If the employer employs fewer than 100 Employees		X
Is the disabled spouse or Dependent Child of an active full-time Subscriber	If the employer employs 100 Employees or more	X	
	If the employer employs fewer than 100 Employees		X
Is a person who becomes qualified for Medicare Coverage due to ESRD after already being enrolled in Medicare due to disability	If Medicare had been secondary to the group plan before ESRD entitlement, then for the first 30 months following ESRD entitlement	X	
	If Medicare had been primary to the group plan before ESRD entitlement		X
Disabled and Subscriber not actively employed by the employer group			X

Coordination of Benefits with Medicare for Members under 65 and Over

When a Member is covered by Medicare and a group plan	Then	Piedmont is Primary	Medicare is Primary
The Member is age 65 or over, and is the Subscriber or the Subscriber's spouse, and the Subscriber is actively working for the employer group	If the employer group has less than 20 Employees		X
	If the employer group has 20 or more Employees	X	

If a person who becomes qualified for Medicare Coverage due to ESRD after already being enrolled in Medicare due to age	If Medicare had been secondary to the group plan before ESRD entitlement, then for the first 30 months following ESRD entitlement	X	
	If Medicare had been primary to the group plan before ESRD entitlement		X
The Member is age 65 or over, is the Subscriber or the Subscriber's spouse and the Subscriber is retired from the employer group (not actively working)			X

H. DUPLICATE COVERAGE

Workers' Compensation and Other Insurance. Piedmont's Benefits do not duplicate those for which you may be eligible under workers' compensation or similar employer's liability or occupational disease laws or any motor vehicle no-fault law.

Medicare. Except as otherwise provided by applicable federal law, Piedmont's Benefits for Participants eligible for Medicare payments do not duplicate any Benefit for which these Participants are eligible under the Medicare Act, including Part B of the Medicare Act. If you do not elect Part B Coverage for which you are eligible, the payment to be made by Piedmont may be made as if you had elected Part B Coverage.

Cooperation. You must complete and submit to Piedmont such consents, releases, applications, assignments, and other documents as may be requested by Piedmont in order to obtain or assure reimbursement under Medicare, workers' compensation or similar statutes, or any other public or private group insurance Coverage for which you are eligible. If you are eligible for but fail to enroll in Medicare, including Part B, your Coverage (and, if you are the Subscriber, the Coverage of any of your Participants) may be terminated as indicated in the "Termination of Coverage" subsection above.

I. RELATIONSHIP OF CONTRACTING PARTIES

Piedmont Providers maintain the physician-patient relationship with you and are solely responsible for all medical services. The relationship between Piedmont and Piedmont Providers of Covered Services is an independent contractor relationship. Piedmont Providers of Covered Services are not Employees or agents of Piedmont and neither Piedmont nor any Employee of Piedmont is an Employee or agent of any Piedmont Provider. For the purposes of this Certificate of Coverage, no employer or Participant is the agent or representative of Piedmont and neither shall be liable for any acts or omissions of Piedmont, its agents or Employees, or any other person or organization with which Piedmont has made or hereafter shall make arrangements for the provision of Covered Services.

Your In-Network Provider's agreement for providing Covered Services may include financial incentives or risk sharing relationships related to the provision of services or referrals to other Providers, including In-Network Providers, Out-of-Network Providers, and disease

management programs. If you have questions regarding such incentives or risk sharing relationships, please contact your Provider or us.

J. MEDICAL INFORMATION

Piedmont may request (from any provider of Covered Services to you), information necessary in connection with the administration of this Certificate of Coverage but subject to all applicable confidentiality requirements. Information from your medical records and information from physicians, surgeons, or Hospitals incidental to the doctor-patient or Hospital-patient relationship shall be kept confidential and, except as permitted by any applicable state and federal law, may not be disclosed without your consent.

K. POLICIES AND PROCEDURES

Piedmont may adopt policies, procedures, rules, and interpretations to promote orderly and efficient administration of Coverage under this Certificate of Coverage.

L. MODIFICATIONS

Subject to, and as permitted by applicable law, with 60 days advance notice before the effective date of any material modification, any: provision; term; Benefit; or condition of Coverage of this Certificate of Coverage may be amended, revised, or deleted by Piedmont. This may be done without the Participant's consent or concurrence.

M. NOTICES

1. **From Piedmont to You.** A notice sent to you by Piedmont is considered "given" when received by the Subscriber's employer at the address listed in Piedmont's records or, if sent directly to you, the notice is considered "given" when mailed to the Subscriber's last known address as shown in Piedmont's enrollment records. Notices include any information, which Piedmont may send you, including identification cards.
2. **From You or Your Employer to Piedmont.** Notice by you or the Subscriber's employer is considered "given" when actually received by Piedmont. Piedmont will not be able to act on this notice unless your name and identification number are included in the notice.

N. POLICY WITH EMPLOYER; ENTIRE CONTRACT

Piedmont and the Subscriber's employer or group have entered into a Policy for the provision of the Benefits described in this Certificate of Coverage. Under this Policy the Subscriber's employer or group will contribute on your behalf a portion of the Premiums required. The Policy, this Certificate of Coverage, and any amendments to either constitute the entire contract between the parties to the Policy. Piedmont will provide the Subscriber's employer or group with at least 60 days notice of any Benefit reductions to take effect under this Policy.

Under Virginia law, the Subscriber's employer or group is required to provide at least 30 days notice to the Subscriber of such Benefit reductions. In the event of any inconsistency between this Certificate of Coverage and the Policy, the terms of the Policy will control. You may direct specific questions related to the Policy between Piedmont and the Subscriber's employer or group to: (1) the Subscriber's employer or group; and/or (2) the plan administrator.

O. CLAIM FORMS

Piedmont must receive written notice of the occurrence or commencement of any loss covered under this Group Policy within twenty (20) days after the date expenses are incurred. If you presented your identification card to a Piedmont Provider, you are not required to notify us of proof of loss. If you did not present your identification card or if you received services from a non-Piedmont Provider, you must provide us with written notice of a claim within twenty (20) days or as soon as reasonably possible. Within fifteen (15) days of receipt of written notice of a claim, Piedmont will provide you with the Benefit claim form for filing proof of loss. If you do not receive these forms, we will accept your written description of the loss as proof of loss.

Filing Proof of Loss

Piedmont Providers will file most claims for you. You may have to file claims for out-of-area services, services rendered by providers who are not Piedmont Providers, and some prescription drug claims. You must provide Piedmont with written proof of loss covering the occurrence, character, and extent of the loss for which the claim is made within ninety (90) days after the date of the loss or as soon as reasonably possible. Except in the absence of legal capacity of the claimant, in no event shall proof of loss be furnished later than one year from the time proof of loss is otherwise required. You may obtain claim forms from Piedmont's Customer Service. Claims should be sent to Piedmont at the following address:

**Piedmont Community HealthCare, Inc.
Post Office Box 14408
Cincinnati, Ohio 45250-0408**

Payment of Claims

Piedmont will reimburse you up to its Allowable Charge minus any Copayment, Deductible or Coinsurance for a Medically Necessary Covered Service paid for you only if a completed claim (including receipt) has been received by Piedmont within 90 days of the date you received this service.

All Piedmont Providers are required to file claims directly with Piedmont. If you receive a bill or statement, contact the provider to make sure the provider has your correct insurance information so the provider can file directly with Piedmont on your behalf. All Benefits payable under the policy other than Benefits for loss of time shall be payable within sixty (60) days after receipt of proof of loss.

Benefits for loss of life of the Participant shall be payable to the beneficiary designated by the Participant. A beneficiary may be the family member specified by the policy.

Physical Examinations and Autopsy

Piedmont has the right to examine the Participant for whom a claim is made when and as often as it may reasonably require during the pendency of claim under the policy and to make an autopsy where it is not prohibited by law.

P. CLAIMS REVIEW

1. Post-Service and Pre-Service Claims Review:

We will review a:

- Post-service claim within: 30 days after we receive it; and
- Pre-service claim within: 15 days after we receive it.

A “post-service claim” is any claim under a group health plan for a Benefit for which the Participant does not need approval before receiving the Benefit. Most claims under your group health plan are post-service claims.

A “pre-service claim” is any claim under a group health plan for a Benefit for which the Participant must receive approval (preauthorization) before receiving the Benefit.

We may extend the time to review a claim for an additional 15 days if we (1) decide that an extension is necessary for reasons beyond our control, (2) notify you of the reason for the extension in writing before the initial review period ends, and (3) tell you when we expect to make our decision. If the extension is because we did not receive necessary information, the extension notice will describe the information. You will have 45 days after you receive the extension notice to provide the information. Our time to review a claim is “tolled” or stops between the date we send the extension notice and the date we receive the requested information.

2. Expedited Decisions for Urgent Care Claims or Requests

For the purposes of this paragraph and the “Claims and Eligibility Appeals” and “Claims Notices” paragraphs of this Section, an “Urgent Care claim” is any claim or urgent request for medical care or treatment for a Benefit for which the application of post-service or pre-service time frames or our normal preauthorization standards:

- Could seriously jeopardize the Participant’s life, health, or ability to regain maximum function; or
- Would, in the opinion of a physician who is knowledgeable about the Participant’s medical condition, subject that Participant to severe pain that cannot be adequately managed without the Benefit.

Piedmont will notify the claimant of a Benefit determination (whether adverse or not) with respect to an Urgent Care claim as soon as possible, taking into account the medical exigencies, but not later than 72 hours after Piedmont receives the claim or request. If the claimant fails to provide sufficient information to determine whether, or to what extent, Benefits are covered or payable under the plan or this Certificate of Coverage, we will notify the claimant

within 24 hours of receipt of the claim or request that additional information is required to make a decision..

We will apply the standard of “a prudent layperson who possesses an average knowledge of health and medicine” when we determine whether your claim is an Urgent Care claim. However, if the physician who is knowledgeable about your medical condition advises us that your claim is an Urgent Care claim, we will treat the claim as an Urgent Care claim.

Piedmont may extend the time to review an Urgent Care claim if it: (1) does not receive information that it needs to determine whether the claim is covered; and (2) tells you what information Piedmont needs to complete its claims review. We will provide this notice within 24 hours after we receive your Urgent Care claim. You will have 48 hours to provide the necessary information. For an Urgent Care claim, we will notify you of our decision no more than 48 hours after: (1) we receive the requested information; or (2) the extension period ends, whichever is earlier.

Q. CLAIMS AND ELIGIBILITY APPEALS

1. Internal Appeals:

You will have 180 days from receipt of Piedmont’s notice of an adverse Benefits determination to file an internal appeal with Piedmont. For the purposes of an internal appeal, “adverse Benefits determination” means:

- Piedmont’s determination that the request for a Benefit does not meet our requirements for: Medical Necessity, appropriateness, health care setting, level of care or effectiveness, or we determine the service is Experimental/Investigational and, in any of these circumstances, the request is denied, reduced or terminated or payment for the requested Benefit is not provided or made, in whole or in part;
- The denial, reduction, termination or failure to provide or make payment, in whole or in part, for a Benefit is based on Piedmont’s determination you are not eligible to participate in the health Benefit plan;
- Any review determination that: denies, reduces or terminates or fails to provide or make payment, in whole or in part, for a Benefit;
- A rescission of Coverage determination if the cancellation or discontinuance of Coverage has retroactive effect (see below for more information about a “rescission of Coverage”); or
- Any decision to deny individual Coverage in an initial eligibility determination.

“Rescission of Coverage” does not include:

- (a) A cancellation or discontinuance of your Coverage if the cancellation or discontinuance of Coverage has only a prospective effect, or the cancellation or discontinuance of Coverage is effective retroactively because of a failure to

- pay on time the required Premiums or contributions toward the cost of your Coverage; or
- (b) A cancellation or discontinuance of your Coverage when you or your Dependents are covered under continuation Coverage provisions such as COBRA, for which you pay no Premiums for the continuation Coverage after termination of employment and the cancellation or discontinuance of Coverage is effective retroactively back to the date of termination of your employment because of a delay in administrative recordkeeping.

If your internal appeal involves a continuing stay in an Inpatient setting, for example, we will provide continued Coverage pending the outcome of your appeal up to the limits of your policy. Any reduction or termination of a course of treatment that we have approved in advance (other than by health Benefit plan amendment or termination) to be provided over a period of time or number of treatments is considered to be an adverse Benefits determination.

Piedmont will notify you of the adverse Benefits determination in time for you or your authorized representative to file an internal appeal with us and receive a decision before the covered Benefit is reduced or terminated. If your request to extend the course of treatment beyond the period of time or number of treatments, which we have approved in advance, is an urgent care appeal, we will decide the appeal as soon as possible, taking into account the medical exigencies. For these urgent care appeals, you and your treating health care professional will be notified of our determination within 72 hours after we receive the internal appeal.

The appeal should be in writing and include your name, Piedmont ID number, the reason for the appeal, the resolution you are requesting, and supporting information regarding the medical providers involved and services received or requested. To ensure proper handling, an appeal must be filed with Piedmont's Appeals Coordinator at the following address:

**Piedmont Community HealthCare, Inc.
Attn: Appeals Coordinator
2316 Atherholt Road
Lynchburg, Virginia 24501**

If you need assistance with an internal appeal, you may contact the Office of Managed Care Ombudsman at the Virginia Bureau of Insurance. Contact information for the Managed Care Ombudsman's office is in the "Complaints and Assistance" section of this Certificate of Coverage.

Except as otherwise provided in this "Claims and Eligibility Appeals" paragraph, Piedmont will notify you of our final Benefit determination within a reasonable period of time appropriate for the medical circumstances, but not later than 30 days after receipt of the appeal. If your health plan provides for a second level of internal appeal, we will respond to the initial appeal within a maximum of 15 days from the date of receipt of your appeal and within 15 days from the date of receipt of the second level of appeal.

If the appeal is for an urgent care claim or one eligible for expedited review (as explained below), it may be made by telephone call to our Appeals Coordinator. You may contact the

Appeals Coordinator by calling **800/400-7247**. You may submit all information necessary for an appeal of an urgent care claim or one eligible for expedited review by telephone, facsimile, or similar expedited method. We will respond to an appeal for an urgent care claim within 72 hours after we receive the appeal unless you do not provide sufficient information for us to determine whether, and to what extent, Benefits are covered or payable under the health care plan. In this case, we will notify you as soon as possible, but not later than 24 hours after our receipt of the appeal, of the specific information needed to complete the claim.

We will give you a reasonable time to provide the information, taking into account the circumstances, but not less than 48 hours. All necessary information, including the Benefit determination on an urgent care appeal, may be transmitted by telephone, facsimile or the most expeditious method available. We will then notify you of the Benefit determination for an urgent care appeal not later than 48 hours after the earlier of (1) our receipt of the specified information or (2) the end of the period that we have afforded you to provide the addition information.

You may submit: written comments, documents, records, and other information relating to the claim, even though the information had not been considered when the initial decision was made. Upon request, we will identify the health care professional whom we consulted, whether or not we relied on his or her advice in reaching our decision. You may request, and we will provide to you free of charge, reasonable access to and copies of: all documents, records, and other information relevant to your claim for Benefits. Prior to issuing a final adverse Benefit determination, we will provide to you free of charge with any new information that we relied on or generated for the appeal sufficiently far in advance of our final determination so that you may respond, if you choose to do so.

We will conduct the appeal without deferring to the original adverse decision. We will consult a health care professional who has appropriate training and experience in the field of medicine involved if medical judgment is required. The individual who decides the appeal will not have been involved in the previous adverse Benefits determination with respect to the claim. The health care professional whom we consult for the appeal will not be the person whom we consulted in making the initial decision or that person's subordinate.

In addition to the above, Virginia law provides for the expedited review of certain adverse Benefits determinations. Expedited review is available when the time frames for the regular appeals process: (1) would subject a cancer patient to pain; or (2) delay the rendering of health care services in a manner that would be detrimental to a patient's health. These decisions must be resolved within 24 hours after receipt of the appeal and all information necessary for our re-consideration:

- A final adverse decision for a prescription to alleviate cancer pain; and
- By telephone call, which is initiated by the treating health care provider, when he or she believes Piedmont's adverse decision warrants an immediate appeal.

An expedited appeal may be further appealed through the regular appeal process unless: (1) all material information and documentation were reasonably available to the treating health care provider and to Piedmont at the time of the expedited review; and (2) the professional

provider reviewing the claim under expedited review was a peer of the treating provider, was board-certified or board-eligible, and specialized in a discipline pertinent to the issue being reviewed.

2. External Appeals:

You may also have the right to an external review of an adverse Benefit determination by Piedmont or the denial of any appeal by Piedmont. The Virginia Bureau of Insurance administers the external review program. Piedmont will provide you with copies of the Bureau's external utilization review request forms with its notice of a final adverse decision for a claim to which the program would apply. When requesting an external appeal, you will be required to authorize the release of any medical records that are required for review in order to reach a decision on the external appeal.

The Bureau's external review program is available for a specific set of adverse determinations. First, you or your authorized representative must have exhausted your health plan's internal appeal process (set forth above). Second, to be eligible for external review, the adverse determination must be for an admission, the availability of care, continued stay or other health care service that: (1) Piedmont has determined does not meet its criteria for Medical Necessity, appropriateness, health care setting, level of care or effectiveness, or the service is Experimental/Investigational; and (2) as a result, the requested service or payment is denied, reduced or terminated by Piedmont.

The Bureau of Insurance will consider the appeal process for your claim exhausted. You may request an external review directly from the Bureau if you or your authorized representative has not received a response from Piedmont to the appeal within 30 days following the date on which it was filed with Piedmont, assuming you have not requested or agreed to a delay. For an expedited appeal, you or your authorized representative may file a request for an external appeal with the Virginia Bureau of Insurance at the same time you file the appeal with Piedmont.

You must file your request for external review with the Virginia Bureau of Insurance within 120 days after the receipt of Piedmont's denial of payment or denial of a request for Coverage of a health care service or treatment. You may also file a request for an expedited external review with the Bureau of Insurance. Piedmont will make a preliminary determination as to whether the adverse determination is eligible for an external appeal. We will advise you and the Bureau of Insurance of our determination. You may appeal an adverse determination directly to the Bureau of Insurance.

Contact information of the Bureau's external appeals program is below:

**State Corporation Commission
Bureau of Insurance – External Review
P.O. Box 1157
Richmond, Virginia 23218
Telephone: 877 / 310-6560
Fax: 804 / 371-9915
E-mail: externalreview@scc.virginia.gov**

The decision reached by the Bureau of Insurance as a result of this external review process is binding upon Piedmont. It is also binding on the Participant except to the extent that the Participant has other remedies available under applicable federal or state law. You or your authorized representative may not file a subsequent request for an external review involving the same adverse determination or final adverse determination for which you or your representative has already received an external review decision by the Bureau of Insurance.

R. AUTHORIZED REPRESENTATIVE

You may authorize a representative to act on your behalf in pursuing a claims review or claims appeal. We may require that you identify your authorized representative for us in writing in advance. We will deal directly with your authorized representative, rather than you, for matters involving the claim or appeal.

Your authorized representative may include (without limitation): (1) a person to whom you have given express written consent to represent you; (2) a person who is authorized by law to provide a substituted consent for you; (3) your family member or treating health care professional if you are unable to provide consent; (4) a health care professional if your health Benefit plan requires that a request for a Benefit under the plan be initiated by the health care professional; or (5) in the case of an internal appeal for urgent care claim, a health care professional with knowledge of your medical condition.

S. COMPLAINTS AND ASSISTANCE

You may file a complaint with Piedmont at any time if you are dissatisfied with the: availability, delivery, or quality of health care services or any other matter. Your authorized representative may file the complaint on your behalf. The complaint may be in writing, or given to us verbally, and must include: your name; your Piedmont ID number; the reason for the complaint; and the resolution you seek. If the complaint involves a medical provider, it should identify the provider and the services received or requested. If you need assistance preparing a written or verbal complaint, Piedmont's customer service staff will assist you. Our customer service telephone number is **800/400-7247**.

To ensure proper handling, a complaint must be filed with Piedmont's Operations Manager at the following address:

**Piedmont Community HealthCare, Inc.
Attn: Operations Manager
2316 Atherholt Road
Lynchburg, Virginia 24501**

We will respond to all complaints within 30 days of the date of receipt. Piedmont will resolve all complaints no later than 60 days after the date of receipt. We will respond more quickly to matters involving clinical urgency if the complaint is identified as such and any information we request is received more quickly.

The Virginia Bureau of Insurance has established an "Office of the Managed Care Ombudsman" to assist Virginia consumers in understanding and exercising their rights under their managed care programs. If you have any question about an appeal or complaint involving a service that Piedmont has provided or that Piedmont has not satisfactorily addressed, you may contact the Office of the Managed Care Ombudsman for assistance. You may contact this office in any of the following ways:

Mail: **Office of the Managed Care Ombudsman
Virginia Bureau of Insurance
P.O. Box 1157
Richmond, VA 23218**

Telephone: **Toll-free: 877-310-6560
Richmond Area: 804-371-9032**

e-mail: **ombudsman@scc.virginia.gov**

Web page: **<http://www.scc.virginia.gov>**

The Virginia Department of Health has also established an "Office of Licensure and Certification" to assist Virginia consumers with complaints about the quality of their care by managed care organizations. If you wish assistance from the Office of Licensure and Certification, you may contact this Office in any of the following ways:

Mail: **Office of Licensure and Certification
Virginia Department of Health
9960 Mayland Drive, Suite 401
Henrico, Virginia 23233-1463**

Telephone: **Toll-free: 800-955-1819
Richmond Area: 804-367-2106**

Fax: **804-527-4503**

e-mail: **mchip@vdh.virginia.gov**

T. ASSIGNMENT OF BENEFITS AND PAYMENTS

1. The Covered Services available under your Certificate of Coverage are personal. You may not assign your right to receive Covered Services.
2. Except for payments assigned to oral surgeons and dentists who provide Covered Services to you, you may not assign your right to receive payment for Covered Services. Prior payments to anyone, whether or not there has been an assignment of payment, shall not constitute a waiver of, or otherwise restrict, Piedmont's right to direct future payments to you or any other individual or facility.

U. TIME LIMIT ON LEGAL ACTION

No legal action may be brought to recover on the policy within 60 days after proof of loss has been filed in accordance with the policy requirements, and no such action shall be brought after the expiration of three years from the time the proof of loss was required to be filed.

V. LIMITATION ON DAMAGES

In the event you or your representative sues Piedmont or any director, officer, or Employee of Piedmont acting in his/her capacity as a director, officer, or Employee for a determination of what Coverage, if any, exists under this Certificate of Coverage, your damages shall be limited to: Piedmont's Allowable Charge(s) for Covered Services minus any Deductible, Co-insurance and/or Copayment for those services. The damages will not exceed the amount of any claim not properly paid as of the time the lawsuit is filed. This Certificate of Coverage does not provide for punitive damages or damages for emotional distress or mental anguish; provided, however, this provision is not intended, and shall not be construed, to affect in any manner any recovery by you or your representative of any non-contractual damages to which you or your representative may otherwise be entitled.

W. PIEDMONT'S CONTINUING RIGHTS

On occasion, Piedmont may not insist on your strict performance of all terms of this Certificate of Coverage. Failure to apply terms or conditions does not mean Piedmont waives or gives up any future rights it may have under this Certificate of Coverage.

X. INCONTESTABILITY

The validity of the policy shall not be contested, except for nonpayment of Premiums, after the policy has been in effect for two years. No statement relating to insurability made by any person insured under the policy shall be used in contesting the validity of the insurance with respect to which such statement was made after the insurance has been in force prior to the contest for a period of two years during the lifetime of the person about whom the statement was made, and unless the statement is contained in a written instrument signed by the person.

Y. USE OF PERSONAL INFORMATION

- Personal information may be collected from persons other than the individual proposed for Coverage.
- This information, as well as other personal or privileged information subsequently collected by Piedmont, in certain circumstances, may be disclosed to third parties without authorization.
- Each Participant has a right to see and correct all personal information, which is collected about him or her.

A more complete notice of Piedmont's information practices is available upon request.

Z. ENTIRE CONTRACT

The entire contract between Piedmont and the employer / group consists of: the Group Enrollment Agreement and its amendments; this Certificate of Coverage and its attachments, amendments and/or riders (including mutually agreed-upon renewal terms); the Schedule of Benefits; Subscriber's Enrollment/Change Form; and the employer's / group's application. A copy of the group application is attached to the group enrollment agreement when issued to the employer or group. All statements made by the employer / group or by the Participants are deemed to be representations and not warranties. No written statement made by any Participant shall be used in any contest unless a copy of the statement is furnished to: the Participant; or to his beneficiary or personal representative.

AA. PROVIDER NONDISCRIMINATION

Providers operating within their scope of practice, license or certification cannot be discriminated against.

BB. NONDISCRIMINATORY BENEFIT DESIGN

Piedmont does not offer Benefit designs that will have the effect of discouraging the enrollment of individuals with significant health needs in its plans. Nor does Piedmont discriminate on the basis of: health status; race; color; creed; national origin; ancestry; marital status; lawful occupation; disability; age; sex; gender identity; or sexual orientation.

CC. MISSTATEMENT OF AGE

An equitable adjustment of Premiums shall be made if the age of the person insured has been misstated.

DD. CONSIDERATION OF MEDICAID ELIGIBILITY PROHIBITED

The Plan shall not, in determining the eligibility of an individual for Coverage, consider the eligibility of such individual for medical assistance ("Medicaid") from this Commonwealth or from any other state.

The Plan shall not, in determining Benefits payable to, or on behalf of an individual covered under the Plan, take into account the eligibility of such individual for medical assistance ("Medicaid") from this Commonwealth or from any other state.

PLAN PARTICIPANT RIGHTS AND RESPONSIBILITIES

Successful relationships take a strong commitment from all sides, with each side recognizing the rights and responsibilities of the other. Your health care is no different. It takes strong team work between you, your health care professionals, and Piedmont for Coverage you can count on. Below is a statement of rights and responsibilities that guide Piedmont's relationship with you. Please read through them, and should you have any questions, please give Piedmont a call.

Piedmont is committed to:

- Recognizing and respecting you as a Plan Participant.
- Encouraging your open discussions with your health care professionals and providers.
- Providing information to help you become an informed health care consumer.
- Providing access to health Benefits and our Piedmont Providers.
- Sharing our expectations of you as a Plan Participant.

You have the right to:

- Participate with your health care professionals and providers in making decisions about your health care.
- Receive the Benefits for which you have Coverage.
- Be treated with respect and dignity.
- Preserve the privacy of your personal health information, consistent with state and federal laws, and our policies.
- Receive information about our organization and services, our Network of health care professionals and providers, and your rights and responsibilities.
- Candidly discuss with your physicians and providers appropriate and Medically Necessary care for your condition, regardless of cost or Benefit Coverage.
- Make recommendations regarding the rights and responsibilities of Plan Participants as set forth in this Certificate of Coverage.
- Voice complaints or appeal about: our organization, any Benefit or Coverage decisions we (or our designated administrators) make, your Coverage, or care provided.
- Refuse treatment for any condition, illness or disease without jeopardizing future treatment, and be informed by your physician(s) of the medical consequences.
- Participate in matters of the organization's policy and operations.
- **For assistance at any time, contact your local insurance department: by phone in Richmond (804) 371-9032, toll-free from outside Richmond (877) 310-6560, or in writing: Virginia Bureau of Insurance, 1300 East Main Street, P.O. Box 1157, Richmond, VA 23218.**

You have the responsibility to:

- Choose a Piedmont Provider for services.
- Treat all health care professionals and staff with courtesy and respect.
- Keep scheduled appointments with your doctor, and call the doctor's office if you have a delay or cancellation.

- Read and understand to the best of your ability all materials concerning your health Benefits or ask for help if you need it.
- Understand your health problems and participate, along with your health care professionals and providers, in developing mutually agreed upon treatment goals to the degree possible.
- Supply, to the extent possible, information that we and/or your health care professionals and providers need to provide care.
- Follow the plans and instructions for care that you have agreed on with your health care professional and provider.
- Tell your health care professional and provider if you do not understand your treatment plan or what is expected of you.
- Follow all health Benefit plan guidelines, provisions, policies and procedures.
- Let Piedmont know if you have any changes to your name, address, or family members covered under your policy.
- Provide us with accurate and complete information needed to administer your health Benefit plan, including other health Benefit Coverage and other insurance Benefits you may have in addition to your Coverage with us.

Section VIII: Definitions

Actively at Work means an Employee of the Employer or Group who works at least 30 hours per week for or on behalf of the Employer or Group at his or her full rate of pay. The term also includes those Employees temporarily absent from work due to health-related condition; but, only to the extent that the period of the Employee's absence does not exceed the amount of the Employee's accrued vacation time, sick time and approved leave under the Family and Medical Leave Act of 1993 (FMLA).

Allowable Charge means the amount determined by Piedmont as payable for a specified Covered Service or the provider's charge for that service, whichever is less. Piedmont will never pay more than its Allowable Charge for any Covered Service.

Benefit(s) or Covered Benefit(s) means the payouts to Providers that Piedmont is contractually obligated to make pursuant to your Coverage.

Calendar Year means the period from January 1st through December 31st or the lesser part of that period during which the Participant is enrolled under this Certificate of Coverage.

Certificate of Coverage or COC means this document, the Schedule of Benefits, and any Amendment or related document issued in conjunction with this document, setting out the Coverage and other rights to which you are entitled.

Child means the Subscriber's Child (biological or adopted) and/or the Child (biological or adopted) of the Subscriber's spouse if the Subscriber's spouse is also covered under the contract or certificate. Child includes a son, daughter, stepchild, adopted child, including a child placed for adoption, foster child, or any other child eligible for Coverage under the health Benefit plan. Except as specifically noted in the "Eligibility" section of the Certificate of Coverage, there is no requirement that the Child be financially dependent on an individual covered under the contract or certificate, the Child share a residence with an individual covered under the contract or certificate, the Child meet student status requirements, the Child be unmarried, the Child not be employed, or any combination of these factors. The "Limiting Age" of a Child otherwise eligible for Coverage under the contract or certificate is age 26.

Coinsurance means a fixed percentage of the Allowable Charge that you must pay out-of-pocket for a Covered Service in order to receive that service.

Copayment means the amount you must pay out-of-pocket for a Covered Service in order to receive that service.

Coverage or Covered Services means those Medically Necessary Primary Care, Specialty Care, Inpatient, Outpatient and Hospital and medical services which Plan Participants are entitled to receive and that are: (i) listed as covered in this Certificate of Coverage; (ii) performed, prescribed, or directed by a Piedmont Physician or by a non-Piedmont Provider; and (iii) subject to the terms, conditions, definitions, limitations, and exclusions described in the Certificate of Coverage, the group enrollment agreement and related documents.

Deductible(s) means the amount that a Participant is required to pay out-of-pocket for a Covered Service or Covered Services before Piedmont begins to pay the costs associated with the service(s).

Dependent means any Plan Participant of the Subscriber's family: who meets all of the eligibility requirements of this Certificate of Coverage; who is enrolled hereunder; and for whom the payment of a Premium required under the Certificate of Coverage and the Group Enrollment Agreement has actually been received by Piedmont.

Emergency or Emergencies means those services rendered by Piedmont Providers or non-Piedmont Providers after the sudden onset of a medical condition that manifests itself by acute symptoms of sufficient severity, including severe pain, that the absence of immediate medical attention could reasonably be expected by a prudent layperson who possesses an average knowledge of health and medicine to result in: (i) serious jeopardy to the mental or physical health of the individual; (ii) danger of serious impairment of the individual's bodily functions; (iii) serious dysfunction of any bodily organ or part; or (iv) in the case of a pregnant woman, serious jeopardy to the health of the fetus. Emergencies include: heart attacks; hemorrhaging; poisonings; loss of consciousness; convulsions; and other acute conditions as Piedmont shall determine. (Plan Participant always has the right to appeal any such determination by Piedmont).

Emergency services shall include Covered Services from non-Piedmont Providers only when delay in receiving services from a Piedmont Provider could reasonably be expected to cause the Plan Participant's condition to worsen if left unattended. Emergency services means with respect to: an Emergency medical condition, shall mean: (1) a medical screening examination within the capability of the Emergency department of a Hospital or other skilled medical facility, including ancillary services routinely available to the Emergency department to evaluate the condition; and (2) within the capabilities of the staff/facilities available at the Hospital or skilled medical facility.

Stabilize, with respect to Emergency services, means to provide treatment that assures that no material deterioration of the Emergency medical condition is likely to result from or occur during the transfer of the individual from a Hospital or other skilled medical facility, or with respect to a pregnant woman, that the woman has delivered, including the placenta.

Employee shall mean any individual: (1) Actively at Work; and (2) who receives compensation from his or her Employer or Group for work performed for or on behalf of the Employer or Group, under that Employer's/Group's direction or control. Employee does not include an individual who works on a part-time basis or as an independent contractor or subcontractor, or who is no longer Actively at Work.

Essential health Benefits means ambulatory patient services; emergency services; Hospitalization; maternity and newborn care; mental health and substance use disorder services, including behavioral health treatment; prescription drugs; rehabilitative and habilitative services and devices; laboratory services; preventive and wellness services and chronic disease management; and pediatric services, including oral and vision care. These services are

being further defined by the Secretary of the U. S. Department of Health and Human Services pursuant to authority conferred by the Affordable Care Act, and Piedmont expects to conform this definition to those changes.

Experimental/Investigative means any service or supply which is determined to be experimental or investigative in Piedmont's sole discretion (subject to all appeals available to you). Piedmont will apply the following criteria in exercising its discretion. A service or supply will be Experimental/Investigative if Piedmont determines that any one of the criteria is not satisfied:

- A) Any supply or drug used must have received final approval to market by the U.S. Food and Drug Administration (FDA) for the particular indication or application in question. Moreover, quantities of any drug or medication used, except those drugs used in the treatment of cancer pain and prescribed in compliance with established statutes pertaining to patients with intractable cancer pain, must be within recommended maximum daily dose or duration established by the FDA or any of the standard reference compendia defined below. There are two exceptions which apply when a drug has received final approval to market by the FDA, but not for the particular indication or application in question.
 - 1) This criterion will be satisfied if the use of the drug is recognized for treatment of the indication or application in any of the following resources:
 - The following three standard reference compendia defined below:
 - a) American Hospital Formulary Service Drug Information;
 - b) National Comprehensive Cancer Network's Drugs & Biologics Compendium; or
 - c) Elsevier Gold Standard's Clinical Pharmacology.
 - In substantially accepted peer-reviewed medical literature. Peer-reviewed medical literature means a scientific study published only after having been critically reviewed for scientific accuracy, validity, and reliability by unbiased independent experts. This study must appear in a journal that has been determined by the International Committee of Medical Journal Editors to have met the Uniform Requirements for Manuscripts submitted to biomedical journals. Peer-reviewed medical literature does not include publications or supplements to publications that are sponsored to a significant extent by a pharmaceutical manufacturing company or health carrier; or
 - 2) In the case where the drug is being used for the treatment of a specific type of cancer, this criterion will be satisfied if the use of the drug is recognized as safe and effective for treatment of the specific type of cancer in any of the standard reference compendia.

Despite the above two exceptions, this criterion will not be satisfied if the FDA has determined that use of the drug is not recommended for the treatment of the specific indication for which it is prescribed.

- B) There must be enough information in the peer-reviewed medical and scientific literature to let Piedmont judge the safety and efficacy.
- C) The available scientific evidence must show a good effect on health outcomes outside a research setting.
- D) The service or supply must be as safe and effective outside a research setting as current diagnostic or therapeutic options.

Family Unit is the covered Subscriber and the Subscriber's family members that are Plan Participants of that Subscriber covered as Dependents.

Group Enrollment Agreement means the policy of insurance Coverage between Piedmont and Subscriber's Employer or Group, of which this Certificate of Coverage is a part.

Hospital shall mean a skilled medical facility or Hospital licensed under the appropriate state law as a general acute care facility and eligible for participation under the programs established by Titles XVIII and XIX of the Social Security Act and which has entered into a Participation Agreement with Piedmont (or Affiliate) to provide Covered Services to Plan Participants.

Inpatient means a Participant who has been admitted to a Hospital or skilled nursing facility, is confined to a bed there, and receives meals and other care in that facility.

Limiting Age means the age after which a Participant Dependent Child is no longer eligible for Coverage under this Certificate of Coverage. The Limiting Age for Dependent Children is age 26.

Medical Director means a duly licensed physician or his designee who has been assigned by Piedmont to perform the functions required of him or her under this Certificate of Coverage.

Medically Necessary services or Medical Necessity refers to those Covered Services that Piedmont determines are: (1) consistent with the diagnosis and treatment of the Participant's condition; (2) are appropriate given the circumstances and the symptoms; (3) are provided to treat the condition, illness, disease or injury; (4) are in accordance with generally accepted standards of good medical practice; and (5) are not primarily for the convenience of the Plan Participant or the Provider. Piedmont will determine the Medical Necessity of a given service or procedure.

Network shall refer to the Plan Participant's Primary Care Physician (PCP) and the Hospital and Specialty physicians affiliated with the PCP, as set forth in the applicable Provider Directory supplied by Piedmont.

Open Enrollment Period refers to the period of time during which eligible Subscribers who have not previously enrolled in the Plan may apply to newly enroll for Coverage or otherwise change Plans.

Out-of-Pocket Limit means the amount above which the Allowable Charges that a Participant incurs will be payable at 100% (except for those charges excluded from the Out-of-Pocket Limit) for the remainder of that Calendar Year.

Outpatient means a Participant who is receiving care but who has not been admitted to a Hospital, skilled medical facility, or skilled nursing facility.

Participant means the Subscriber, the Subscriber's legal spouse, and eligible Child(ren) (If the employer's / group's plan provides Coverage for spouses and/or children) who meet all of the eligibility requirements provided for in this Certificate of Coverage, who are validly enrolled hereunder, and for whom the prepayment required under the Policy has actually been received by Piedmont.

Physician (Doctor) means a person who is certified or licensed under the laws of the state to provide medical services within the scope of such certification or licensure, such as a Doctor of Medicine or a Doctor of Osteopathy. Any other health care provider or allied practitioner who is mandated by state law and who acts within the scope of their license will be considered on the same basis as a Physician, including a chiropractor, optometrist, optician, professional counselor, psychologist, clinical social worker, podiatrist, physical therapist, chiropodist, clinical nurse specialist who renders mental health services, audiologist, speech pathologist, certified nurse midwife, marriage and family therapist or licensed acupuncturist. Physician includes Primary Care Physician (PCP), Specialist Physician, nurse practitioner, physician assistant and any other Provider(s) as defined in this Certificate of Coverage.

Piedmont means Piedmont Community HealthCare, Inc.

Piedmont Physician means a duly licensed doctor of medicine or osteopathy who has contracted with Piedmont to provide medical services to Participants.

Piedmont Provider means: a medical group; Piedmont Physician; Hospital; skilled nursing facility; pharmacy; or any other duly licensed institution or health professional that has contracted with Piedmont or its designee to provide Covered Services to Participants. A list of Piedmont Providers is made available to each Subscriber upon enrollment and is available upon request from Piedmont and viewable online at www.pchp.net. Piedmont shall revise the list as Piedmont deems necessary or at such other time as applicable law requires.

Plan shall mean the Employer's / Group's Coverage insured by Piedmont and evidenced by the: (1) Group Enrollment Agreement; (2) COC; (3) Schedule of Benefits; (4) any enrollment applications; and (5) any attachments and amendments or exhibits thereto.

Plan Participant(s) means the Subscriber, the Subscriber's legal spouse, and eligible Child(ren) who: (1) meet all the eligibility requirements provided for in this COC; (2) are validly enrolled hereunder; and (3) for whom the payment of the Premium required under the Group Enrollment Agreement and this COC has actually been received by Piedmont. This assumes the Employer's / Group's Plan provides Coverage for spouses and/or Children.

Policy means the Policy between Piedmont and the Subscriber's employer, of which this Certificate of Coverage is a part.

Premium(s) shall mean the monthly payment due from the Employer/Group to Piedmont as specified in the Group Enrollment Agreement as a condition precedent for Plan Participants to receive Coverage. The Group / Employer shall contribute all or a portion of the Premium as set forth in the Plan.

Primary Care Physician or PCP means the Piedmont Physician whom you select to provide primary health care and to coordinate the other Covered Services that you may require. All Participants should have a Primary Care Physician. Each Participant may choose any available Primary Care Physician in accordance with the terms and conditions of this Certificate of Coverage.

Service Area means the geographic area within which most Covered Services are available. Information about Piedmont's service area is provided as part of your enrollment materials, may be updated from time to time, and is available from Piedmont on request. The Service Area for this Certificate of Coverage includes the following cities and counties:

Amherst Co, Appomattox Co, Bedford City, Bedford Co, Buckingham Co, Campbell Co, Charlotte Co, Cumberland Co, Danville City, Halifax Co, Lunenburg Co, Lynchburg City, Mecklenburg Co, Nelson Co, Nottoway Co, Pittsylvania Co, and Prince Edward Co.

Specialist Physician means a medical professional other than a Primary Care Physician (family, general, internal medicine and pediatric physicians) providing specialty medical services to Plan Participants. This includes professionals providing Urgent Care and chiropractic services.

Subscriber means the eligible Employee: (1) as defined in the Policy; (2) who has elected Coverage for himself/herself and his or her family members who are Plan Participants (if any); (3) who meet the eligibility requirements of this Certificate of Coverage and enroll hereunder; and (4) for whom the Premium required by the Policy shall have been paid to and received by Piedmont.

Urgent Care means care for a health problem usually marked by rapid onset of persistent or unusual discomfort associated with an illness or injury. These problems may include high fever, vomiting, sprains, and minor cuts. An Urgent Care situation is distinguished from an Emergency medical condition, and it may be handled through Your Primary Care Physician if available, or through an Urgent Care center.

Usual and Customary means the amount paid for a medical service in a geographic area based on what providers in the area usually charge for the same or similar service. This amount is sometimes used to determine the Allowable Charge.

We, our, us refers to Piedmont Community HealthCare, Inc. (Piedmont). These words always refer to Piedmont even though the first letters of the words may not be capitalized.

You, your, yourself refers to a Participant. These words always refer to a Plan Participant even though the first letters of the words may not be capitalized.