



# **Fletcher Allen Post-65 Retiree Medical Plan**

## **Plan Document**

*Effective January 1, 2002*

*Revised Effective January 2011*

## TABLE OF CONTENTS

	Page
Introduction.....	1
Medical Plan Highlights .....	2 - 4
Who is Eligible .....	5-6
Health Insurance Portability & Accountability Act of 1996 (HIPAA).....	7-8
When Coverage Begins.....	9
Making Changes in Your Coverage.....	10
How Medical Coverage Works.....	11
Covered Services .....	12-16
Services Not Covered .....	17-21
Coordination with Medicare .....	22
Coordination of Benefits.....	23-24
Filing Claims.....	25-26
Subrogation/Reimbursement.....	27-28
When Coverage Ends.....	29
Continuation of Coverage, Consolidated Omnibus Budget Reconciliation Act (COBRA).....	30-32
Definitions .....	33-40
ERISA Rights .....	41-44
Plan Information .....	45-46
Appeals Policy .....	47-52
HIPAA Privacy Notice .....	53-55

## **INTRODUCTION**

Your health, you depend on it, try to protect it and, we hope, do not take it for granted. You can do a lot to minimize your chances of illness or injury, but if you need treatment you want to know you can get the help you need.

That's why Fletcher Allen Health Care offers medical care benefits, to help protect your health with medical care coverage. These benefits can help you get the treatment you need and want for your own and your family's health.

Your **Fletcher Allen Post-65 Retiree Medical Plan** benefits are described in this booklet. A benefit summary, called Medical Plan Highlights, appears in the next few pages.

This booklet is a summary plan description for your Fletcher Allen Post-65 Retiree Medical Plan medical care benefits. It also serves as the full Plan Document. It does not contain all details on the medical policies that guide utilization review decisions or claims payment policies. These are available upon request from Vermont Managed Care.

Fletcher Allen Health Care reserves the right to amend or terminate the benefits described in this booklet or to change the amount of retiree contributions at any time, to the extent permitted by law.

Benefits described in this document are effective January 1, 2002, and revised on January 1, 2004, January 1, 2008, and January 1, 2011. Technical terms are capitalized and defined in the Definitions section.

**MEDICAL PLAN HIGHLIGHTS**

This section provides a benefit summary of your Fletcher Allen Post-65 Retiree Medical Plan benefits. This benefit summary highlights only some of the benefits available under your plan. This Plan combines medical, Mental Health and Substance Abuse services. Benefits are subject to change without notice. A more detailed description regarding the terms of coverage, including legislated benefits and exclusions and limitations are provided in later sections of this document.

**Copayments**

No copayments are required for any service.

**Emergency Care**

No matter where you travel in the U.S. or worldwide, you are covered for emergency care.

**Maximum Freedom of Choice**

You can choose any licensed medical doctor, specialist, or hospital that participates with Medicare.

**Paperwork Simplified**

Your Provider can submit claims directly to the claim office address noted on your ID card. Or, you may file your claims for reimbursement using the claim forms provided by Fletcher Allen Health Care, Benefits Department.

<b>FLETCHER ALLEN POST-65 RETIREE MEDICAL PLAN</b>	
<b>Benefits/Services</b>	<b>Comprehensive</b>
Annual Deductible <ul style="list-style-type: none"><li>• Individual</li><li>• Family</li></ul>	None None
Annual Out-of-Pocket Maximum <ul style="list-style-type: none"><li>• Individual</li><li>• Family</li></ul>	None None
Pre-Existing Condition Limitation	Not Applicable
Lifetime Maximum	Unlimited

Medical Plan Highlights

Benefits/Services	Comprehensive
<p><b><u>Office Visit</u></b></p> <ul style="list-style-type: none"> <li>• Illness/Injury</li> <li>• Allergy Treatment</li> </ul>	<p>100%</p> <p>100%</p>
<p><b><u>Preventive Care</u></b></p>	<p>Not Covered</p>
<p><b><u>Independent/Free Standing X-ray and Lab</u></b></p>	<p>100%</p>
<p><b><u>Prescription Drugs</u></b></p>	<p>Not Covered</p>
<p><b><u>Emergency</u></b></p> <ul style="list-style-type: none"> <li>• Doctor’s Office</li> <li>• Emergency Room/Urgent Care Facility</li> <li>• Ambulance</li> </ul>	<p>100%</p> <p>100%</p> <p>100%</p>
<p><b><u>Hospital Inpatient</u></b></p> <ul style="list-style-type: none"> <li>• Doctors Visits</li> <li>• Pre-admission Testing</li> </ul>	<p>100%</p> <p>100%</p>
<p><b><u>Outpatient Surgical Facility</u></b></p>	<p>100%</p>
<p><b><u>Surgery</u></b></p> <ul style="list-style-type: none"> <li>• Surgeon’s Fees</li> <li>• Second Opinion Consultation</li> </ul>	<p>100%</p> <p>100%</p>
<p><b><u>Outpatient Rehabilitation</u></b></p> <ul style="list-style-type: none"> <li>• Includes Physical, Speech, Occupational &amp; Chiropractic Therapy</li> </ul>	<p>100% up to 30 visits combined per calendar year</p>
<p><b><u>Special Services</u></b></p> <ul style="list-style-type: none"> <li>• Skilled Nursing Facility</li> <li>• Home Health Care</li> <li>• Hospice - Inpatient</li> <li>• Hospice – Outpatient</li> </ul>	<p>100% up to 100 days per year</p> <p>100% unlimited</p> <p>Not Covered</p> <p>Not Covered</p>
<p><b><u>Durable Medical Equipment</u></b></p>	<p>100%</p>
<p><b><u>External Prosthetic Appliances</u></b></p>	<p>100%</p>
<p><b><u>Mental Health</u></b></p> <ul style="list-style-type: none"> <li>• Inpatient</li> <li>• Outpatient</li> </ul>	<p>100%</p> <p>100%</p>
<p><b><u>Alcohol &amp; Drug Abuse Rehabilitation</u></b></p> <ul style="list-style-type: none"> <li>• Inpatient</li> <li>• Outpatient</li> </ul>	<p>100%</p> <p>100%</p>
<p><b><u>Group Therapy</u></b></p>	<p>100%</p>
<p><b><u>Vision Care</u></b></p>	<p>Not Covered</p>

**IMPORTANT NOTES:**

*This Plan coordinates on a non-duplication basis with Medicare. That means that the Plan pays for deductibles and co-insurance balances that remain after Medicare has paid. Plan covers only those services provided by Providers participating with Medicare for which Medicare provides coverage.*

*For covered dependents who are not Medicare eligible, coverage will be provided through enrollment in the Fletcher Allen Pre-65 Retiree Plan.*

## **WHO IS ELIGIBLE**

Fletcher Allen Health Care offers medical coverage under this Plan to eligible retirees age 65 or older. Retirees must have been enrolled in an active plan prior to retirement. Members of your family may also be eligible for coverage.

Eligible family members include:

- ◆ Your spouse (as recognized under applicable state law)
- ◆ Your partner under a Vermont Civil Union.
- ◆ Your natural and/or legally adopted child (including a child placed for adoption during the waiting period before adoption becomes final) or stepchild or child of whom you have legal custody (including a foster child) who are younger than age 19. A child is eligible for coverage through the last day of the month during which s/he reaches age 19. Proof of the child's age must be submitted to Vermont Managed Care prior to the date that s/he is enrolled for coverage under the Plan.
- ◆ Notwithstanding the above, your natural and/or legally adopted child, or stepchild or child of whom you have legal custody (including a foster child), who are between the ages of 19 and 26 (including the period through the end of the month during which he/she turns age 26) may retain coverage if they are not eligible to be covered under his/her employer's or spouse's or civil union partner's plan.
- ◆ Any physically or mentally handicapped child, who is dependent on you for support, and whose handicap began before age 19. A child is considered handicapped if s/he is a child who is incapable of self-support due to mental or physical illness or injury. A Physician must certify the physical or mental handicap including the incapability of self-support. The Plan may require a Physician's certification annually.
- ◆ A child may also include your child who meets the requirements in one of the above paragraphs, but is not chiefly dependent on you for support or maintenance if the child is recognized under a qualified medical child support order ("QMCSO") as having a right to enrollment under the Plan. Participants can obtain, without charge, a copy of the Plan's procedures governing QMCSOs from the Plan Administrator.
- ◆ Your surviving spouse or civil union partner if you should die while covered by this Plan.

**NOTE:** *If you and your spouse are the same sex, any benefits provided to your spouse may be taxable, unless your spouse is also your dependent as defined under applicable tax law. Benefits provided to a Vermont Civil Union partner may also be taxable unless your Vermont Civil Union partner is also your dependent as defined under applicable tax law.*

**NOTE:** *A Retiree who is eligible for benefits under this Plan and who is married to (or is a civil union partner of) another eligible Fletcher Allen Medical Plan Participant may not be covered under two Fletcher Allen Medical Plans at the same time. If the Retiree and a family member are simultaneously eligible for medical benefits under this Plan or any other medical plan offered by Fletcher Allen Health Care, the Retiree and family member must elect coverage under one of the Plans.*

## **HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)**

Under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), an individual may use his or her previous health insurance coverage to reduce or eliminate any pre-existing condition exclusion period that might be imposed by a new health plan.

When your Plan coverage ends, you and/or your family members are entitled by law to, and will be provided with, a "Certificate of Creditable Coverage." Certificates of Creditable Coverage indicate the period of time you and/or your family members were covered under the Plan (including COBRA coverage), as well as certain additional information required by law. The Certificate of Creditable Coverage may be necessary if you and/or your family members become eligible for coverage under another group health plan, or if you buy a health insurance policy within sixty-three (63) days after your coverage under this Plan ends (including COBRA coverage). The Certificate of Creditable Coverage is necessary because it may reduce any exclusion for pre-existing coverage periods that may apply to you and/or your family members under the new group health plan or health insurance policy.

Certificates of Creditable Coverage will be provided automatically to all covered individuals who lose coverage under this Plan when one of the following applies:

- ◆ An individual who is not a COBRA qualified beneficiary – a Certificate will be provided at the time the individual ceased to be covered under the Plan.
- ◆ An individual who is a COBRA beneficiary – a Certificate will be provided at the time of the COBRA event, such as divorce or death, no later than the time a COBRA notice is required to be provided for such qualifying event.

- ◆ A COBRA qualified beneficiary who has elected COBRA coverage – a Certificate will be provided at the time COBRA coverage ceases, or, if applicable, after the expiration of any grace period for the payment of COBRA premiums.

Requests for certificates are permitted to be made by, or on behalf of, any individual enrollee within twenty-four (24) months after coverage ceases. Call Vermont Managed Care at (802) 847-4862 to request a HIPAA Certificate of Creditable Coverage.

## **WHEN COVERAGE BEGINS**

Retiree medical coverage for you and your family begins on the first of the month following your retirement date. Retirement eligibility means that you are retired from active employment at Fletcher Allen Health Care and you are at least age 65 regardless of number of years of service. Retirees must have been enrolled in an active plan prior to retirement. You must enroll in the Plan before coverage can begin. Instructions on the proper enrollment process are provided at the time of retirement by the Fletcher Allen Health Care Benefits Department.

Eligible retirees and family members of an eligible retiree must enroll within thirty-one (31) days of the date they become eligible for the Plan; otherwise they are not eligible to enroll in the Plan, except as described below:

Spouses or civil union partner and stepchildren must enroll within thirty-one (31) days of marriage or civil union. Newborn children must be enrolled within thirty-one (31) days of birth. Newborn children are covered automatically for the first thirty-one (31) days if the mother or father is enrolled in the Plan. Adopted, foster or step- children must be enrolled within thirty-one (31) days of the latest of the official adoption date or placement for adoption or relevant court order date.

**Important Note:** You must complete the proper enrollment process to enroll any new family members, within thirty-one (31) days of date of eligibility, including newborn children, within thirty-one (31) days of birth. Contact the Fletcher Allen Health Care Benefits Department at (802) 847-2825 to obtain instruction on the process. If you do not enroll your eligible family members within the thirty-one (31) day period, your family member will not be eligible for coverage until the next open enrollment period. Coverage for spouses or civil union partner and children will be coordinated with any other medical coverage as described on pages 23-24.

## **MAKING CHANGES IN YOUR COVERAGE**

Before the beginning of each Plan Year, Fletcher Allen Health Care reviews the costs associated with maintaining the Plan and will announce the Participant contributions required for medical coverage for the coming Plan Year.

Generally you may not change coverage during the Plan Year unless you experience a qualified change in your family status. By law, family status changes must be reported within thirty-one (31) days of the event and include (but are not limited to):

- ◆ Your marriage, civil union, or divorce
- ◆ Birth, change in custody or adoption of a child (including placement for adoption), placement of foster child or step-children
- ◆ Changes in your spouse's or civil union partner's employment
- ◆ Death or disability of you or a family member covered under the Plan
- ◆ The issuance of a "qualified medical child support order" (QMCSO) from a state court directing the Plan Administrator to provide Plan coverage to a child for benefits
- ◆ Loss of other health coverage

In the absence of a "qualifying event" as described above, you are not permitted to change your coverage election during the year, but rather, only during the next annual open enrollment period.

## **HOW MEDICAL COVERAGE WORKS**

This is how medical coverage works:

You must receive covered services from a medical doctor, specialist or hospital that participates with Medicare.

### **Lifetime and Annual Maximums**

Except as provided in this booklet, the maximum amount of benefit coverage you or each of your covered family members can receive during your lifetime is not limited. Some specific areas of coverage are limited per Plan year as follows:

- ◆ Skilled Nursing Facility coverage is limited to one hundred (100) days per admission.
- ◆ Outpatient Rehabilitation is limited to thirty (30) combined visits per Plan year including Physical, Occupational, Speech and Chiropractic Therapy.

### **Medically Necessary**

For benefits to apply under the Plan, items or services rendered must be Medically Necessary for the diagnosis and treatment of Injury or Sickness and professionally accepted based on published medical evidence as necessary for your treatment and prescribed or ordered by a Physician or other qualified healthcare provider.

### **Covered Services**

Certain expenses are covered by the Plan, others are not. A guide to covered services can be found in the “Covered Services” section of this booklet on pages 12 - 16. A guide to services not covered by the Plan can be found under the “Services Not Covered” section of this booklet on pages 17-21. Please call Vermont Managed Care at (802) 847-4862 or toll free (866) 582-6836 for specific questions about coverage.

## **COVERED SERVICES**

The term “covered services” means the services received by a Participant or their covered eligible family members that meet the requirements for coverage under the Plan. Charges incurred for such services are considered covered services to the extent that the services or supplies provided are recommended by a Provider or for Emergency Services and are Medically Necessary for the treatment of any Injury or a Sickness. The following list includes examples of the Medicare services and supplies covered by the Plan:

1) **Ambulance**

Emergency ground transportation of the sick or injured.

- ◆ Charges for licensed ambulance service to or from the nearest Hospital where the needed medical care and treatment can be provided unless otherwise approved by Vermont Managed Care.
- ◆ Between facilities, when ambulance use is Medically Necessary.
- ◆ Air medical transport must be Pre-Approved.

2) **Chiropractic Care**

Charges made by a licensed chiropractor for professional services. Includes x-rays and diagnostics performed by the chiropractor.

3) **Colorectal Screening**

Charges for colorectal screening provided by a Participating Provider. Services include colonoscopy, sigmoidoscopy, fecal occult blood testing.

4) **Diabetic Pumps and Supplies**

- ◆ Diabetic insulin pumps are a covered service and are reimbursed as Durable Medical Equipment at 80% of Allowed Amount or Reasonable and Customary Charge. Pump Supplies are covered at 100% of Allowed Amount or Reasonable and Customary Charge.
- ◆ Other diabetic supplies are not covered by the medical Plan but may be covered through a prescription drug plan.
- ◆ Pre-Approval required.

5) **Durable Medical Equipment (DME)**

DME which is Medically Necessary for the care of a Sickness or Injury is covered. DME may be rented or purchased. Pre-Approval is necessary for any items with a purchase price of \$500 or more, or **any** rental equipment and external prosthetics.

- ◆ The equipment must meet the following criteria:

- it is manufactured solely to serve a medical purpose; it is not primarily for comfort or convenience
- it is ordered by a Provider working within the scope of his/her license
- it is generally not useful to a Participant in the absence of Sickness or Injury
- it is appropriate for use in the home
- it can withstand repeated use

◆ Exclusions - including but not limited to:

- hearing aids
- air conditioners, humidifiers, dehumidifiers or purifiers, HEPA filters
- arch supports, shoe insert orthotics, corrective shoes (coverage for these items may be available for diabetics if Pre-Approval is received)
- blood pressure machines or cuffs
- heating pads, hot water bottles, disposable items (e.g. rubber gloves)
- sterile water, distilled water
- deluxe equipment (e.g., motor driven wheel chair or beds), when standard equipment meets medical need
- rental or purchase of equipment, when in a facility which provides such equipment
- stair chairs
- physical fitness, gym memberships, exercise equipment including isotonic and isometric devices, and ultraviolet/tanning equipment
- home modifications, for example: seat or chair lifts, elevators, stair glides, “barrier-free” construction
- automobile modifications, for example: wheelchair lifts or hand accelerator or braking controls
- breast pumps (consideration may be given with Pre-Approval for the rental of a breast pump for mothers with pre-term or other neonates requiring intensive care hospitalization.)
- power scooters when use is primarily for use outside the home
- pressure garments, such as compression hose (may be covered with clinical documentation of lymphedema or functionally limiting varicose veins with Pre-Approval; limited to four (4) garments per benefit year)

6) **Emergency Services**

Emergency Services are covered at a licensed facility to the extent that they are Medically Necessary. If a Participant visits an emergency room for non-Emergency Services, no benefits will be provided. The Plan reserves the right to retrospectively review services received in an emergency room to determine whether they were Emergency Services.

7) **Genetic Counseling/ Testing**

The Plan will provide coverage for charges related to genetic counseling.

8) **Home Health Care**

The Plan will provide benefits as detailed in the Medical Plan Highlights (pages 2 - 4) for home health care charges made by a Home Health Care Agency for the following covered necessary services or supplies provided to a Participant who is homebound:

- ◆ Part-time or intermittent nursing care by a registered nurse or by a licensed practical nurse under the supervision of a Nurse;
- ◆ Part-time or intermittent home health aide services which consist primarily of caring for the Participant when skilled services are also in place and excluding custodial care services;
- ◆ Physical therapy, occupational therapy, speech therapy (accumulates to the combined thirty (30) visit limit), and social work provided by the Home Health Care Agency; and
- ◆ Medical supplies, laboratory services and medications prescribed by a Physician, to the extent such items would have been covered under this Plan if the covered Participant had been confined in a Hospital.

9) **Hospice**

Charges in connection with inpatient or outpatient hospice services.

10) **Hospital Inpatient Medical Care**

Room and board and other Medically Necessary services and supplies, including inpatient professional visits, surgery, anesthesia, diagnostic imaging, laboratory charges, chemotherapy, blood transfusions, oxygen therapy, physical therapy, occupational therapy, speech therapy, or respiratory therapy.

11) **Hospital Outpatient Medical Care**

Coverage for charges for Medically Necessary surgery, procedures, treatment, supplies and professional services received as an outpatient.

12) **Mastectomy**

If you have had or are going to have a mastectomy, you may have certain rights under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending Physician and the Participant, for:

- ◆ All stages of reconstruction of the breast on which the mastectomy was performed;
- ◆ Surgery and reconstruction of the other breast to produce asymmetrical appearance;
- ◆ Prostheses; and
- ◆ Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this Plan. Therefore, the following deductibles and coinsurance apply: There are no deductibles and no co-insurance.

If you would like more information on WHCRA benefits, call the Vermont Managed Care at 802-847-4862 or toll-free at 1-866-582-6836.

13) **Maternity and Newborn Services**

The Plan will pay maternity benefits, including treatment for false labor and toxemia of pregnancy, as well as complications from pregnancy. Covered services must be provided by a medical doctor, osteopath or nurse midwife. Services must be received from a Participating Provider to receive In Network benefit coverage.

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 provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

The Plan covers a newborn child of you or your spouse or civil union partner from the moment of birth for 31 days including benefits for medically diagnosed congenital defects, birth abnormalities and prematurity. The Plan also pays for the initial inpatient examination by a doctor other than the delivering doctor or the doctor who administered the anesthesia. **To continue the child's medical coverage beyond the 31 day period, you must enroll the child for coverage within 31 days of birth. Otherwise, your child will have no coverage after the initial 31 day period.**

*Vermont Managed Care offers a Maternity Wellness Program. This program offers added benefits for expectant parents who voluntarily enroll in the program. For more information contact Vermont Managed Care 802-847-8161 or 1-866-582-6836.*

14) **Mental Health/Alcohol and Drug Treatment**

- ◆ Inpatient
- ◆ Outpatient Mental Health Therapy

15) **Nutritional Counseling**

Medically Necessary visits with a certified nutritionist or dietetic counselor, limited to three (3) visits per diagnosis per lifetime.

16) **Office Visits**

- ◆ Professional service provided in an office setting, injections, and pre- and post-natal care.
- ◆ Consulting Providers, second opinions.

17) **Prostheses/Prosthetic Medical Appliance**

- ◆ **External:**
  - which are used as a replacement or substitute for a missing body part and are necessary to alleviate or correct sickness, injury or congenital defect; limited to:
    - artificial upper and lower extremities
    - ocular prosthesis
    - breasts
    - wigs for chemotherapy induced alopecia

18) **Rehabilitation Services**

- ◆ **Inpatient:**
  - for all services provided by a licensed acute or sub-acute rehabilitation facility.
- ◆ **Outpatient:** (PT/OT, Speech, Chiropractic Therapy)
  - for services of physical therapy, occupational therapy, speech therapy, all of which accumulate to the combined thirty (30) visit limit, and chiropractic therapy.
- ◆ Maximum therapy benefit 30 visits combined per year.

19) **Skilled Nursing Facilities (SNF)**

**For inpatient services including:**

- ◆ room and board, including nursing care;
- ◆ medications provided by SNF;
- ◆ all medical services and supplies are included in the pre-established rates of the SNF limited to one-hundred (100) days per admission.

20) **Transplant Services**

- ◆ Charges made for, or in connection with approved solid organ transplant services, including immuno-suppressive medication, organ procurement costs and balance of donor charges which are not covered by the donor's medical insurance plan.
- ◆ Charges made for stem cell or bone marrow transplant services.

## SERVICES AND CONDITIONS NOT COVERED

Certain expenses are not covered by the Plan and, therefore, are ineligible for payment under the Plan. The following are the services and supplies not covered by the Plan. Services and supplies not covered by the Plan are the responsibility of the patient.

- 1) **Alternative or Complementary Therapeutic Practices**, including, but not limited to acupuncture, acupressure, massage therapy, hypnotherapy, homeopathy, aromatherapy, Rolfing, Reiki, self-help training, and other therapies not specifically listed as covered.
- 2) **Air Ambulance**, when ground ambulance will meet the medical need.
- 3) **Amniocentesis and Ultrasound** or any other procedures requested solely for sex determination of a fetus.
  - ◆ **Exception:**
    - Where Medically Necessary to determine the existence of a sex-linked genetic disorder which will determine treatment
- 4) **Charges in excess of Allowed Amount or Reasonable and Customary Charge as determined by the Plan**
- 5) **Charges submitted by a Provider who is rendering care to himself/herself or his/her family member**
- 6) **Charges which the Participant is not legally required to pay**
- 7) **Charges which would not have been made if the Participant had no insurance**
- 8) **Charges for any item or service not elsewhere listed in this document as a covered benefit**
- 9) **Chronic care**; Care that is not likely to produce measurable improvement in a reasonable and predictable length of time.
- 10) **Circumcision**
  - ◆ **Exception:**
    - if Medically Necessary.

11) **Cosmetic and Reconstructive Surgery**

◆ Exception:

- to restore function of any body area which has significant impairment from disease, trauma, congenital/developmental anomalies or previous therapeutic processes.
- reconstructive surgery following a mastectomy, including surgery and reconstruction of the unaffected breast, for the purpose of achieving symmetry or as otherwise required by federal law.

12) **Costs** related to your failure to keep appointments with providers.

13) **Court Ordered Treatment/Services:** forensic evaluations or court ordered services.

14) **Custodial Care Services and Personal Comfort Items:** i.e., including but not limited to personal care kits, television and telephone rentals.

15) **Dental Care and Oral Surgery,** including dental surgery, dental appliances, dental prosthesis, such as crowns, bridges or dentures; implants (including bony preparation for implants), orthodontic care, operative restoration of teeth (fillings); dental extractions; endodontic care; apicoectomies, treatment of dental caries, gingivitis, periodontal disease or other periodontal surgery; vestibuloplasties, alveoplasties, dental procedures involving teeth and their bone or tissue supporting structures, frenulectomy or other dental procedures.

◆ Exception:

- facility and anesthesia charges related to the extraction of bone-impacted wisdom teeth when it is Medically Necessary to have the extraction done at a Hospital, subject to Pre-Approval.
- dental work directly related to an Injury to sound natural teeth (does not include Injury to natural teeth resulting from chewing).

16) **Disposable Medical Supplies** including but not limited to medical clothing to block UVA/UVB sun rays, dressing supplies, over-the-counter splints, air casts, corsets, shoe insert orthotics, braces, elastic wraps such as ACE bandages, sanitary items.

◆ Exception:

- Gastrointestinal, genitourinary or tracheoesophageal ostomy supplies
- diabetic supplies required for insulin pump therapy

17) **Durable Medical Equipment (DME)**, rented or purchased including:

- ◆ hearing aids;
- ◆ air conditioners, humidifiers, dehumidifiers or purifiers;
- ◆ arch supports, shoe insert orthotics, corrective shoes;
- ◆ heating pads, hot water bottles, disposable items (i.e., rubber gloves);

- ◆ sterile water, distilled water;
  - ◆ deluxe equipment (i.e., motor driven wheel chair or beds, when standard equipment is adequate);
  - ◆ rental or purchase of equipment, when in a facility which provides such equipment;
  - ◆ disposable supplies, unless otherwise specified in this document;
  - ◆ stair chairs;
  - ◆ physical fitness, gym memberships, exercise equipment including isometric and isotonic devices, and ultraviolet/ tanning equipment;
  - ◆ home modifications;
  - ◆ breast pumps.
- 18) **Experimental or Investigational** treatments, procedures, devices, drugs or prescriptions.
- ◆ **Exception:**
    - new technology when written Pre-Approval is obtained by the Participant from the Vermont Managed Care Medical Director.
- 19) **Foot Care; Routine** in connection with corns, calluses, or non-Medically Necessary pedicures.
- ◆ **Exception:**
    - diabetic foot care
- 20) **Hearing Exams and Hearing Aids** and their fitting or hearing device implants.
- 21) **Medical Foods** infant formulas and over-the-counter nutritional supplements.
- 22) **Non-Medically Necessary Services**
- 23) **Occupational Therapy, Physical Therapy, and Speech Therapy** for long-term, non-acute medical conditions.
- 24) **Orthotics**, shoe insert orthotics or custom-made orthotics.
- 25) **Outpatient Services** provided in a facility, which are routinely provided in an office setting.
- 26) **Over-the-Counter Disposable or Consumable Supplies or convenience items**, including but not limited to devices, AC/DC converters for CPAP, BiPAP, air casts, ace bandages, corsets, home blood pressure monitoring devices, etc.
- ◆ **Exception:**
    - ostomy supplies

- 27) **Physical Examinations and Medical Care not required for health reasons;** including but not limited to exams, diagnostics and immunizations which are primarily for employment, insurance, government license, court-ordered, forensic, driver or pilot's license, school, athletics and travel.
- 28) **Prescription Drugs**
- 29) **Preventive Care**
- ◆ **Exception:**
    - mammograms, one per year with recommended follow-up screening.
- 30) **Private Duty Nursing Services**
- 31) **Private Hospital Rooms**
- ◆ **Exception:**
    - when Medical Necessity is determined by the attending Physician.
- 32) **Reversal of Tubal Ligation**
- 33) **Reversal of Vasectomy**
- 34) **Services Rendered by Non-Providers** Services rendered by a facility, professional or other person or entity that is not licensed or certified to provide services for the treatment of Sickness or Injury.
- 35) **Services paid or eligible for payment by local (e.g. school systems), State or Federal programs except as otherwise required by law**
- 36) **Services or supplies provided by non-Participating Providers, except as otherwise permitted under this Plan**
- 37) **Services or supplies that are non Medically Necessary, unless otherwise provided herein**
- 38) **Smoking Cessation Programs**
- 39) **Support Therapies** e.g. pastoral counseling, assertiveness training, dream therapy, music or art therapy, and recreational therapy.
- 40) **Therapy to Improve General Physical Condition,** including, but not limited to weight reduction programs and physical fitness programs.
- ◆ **Exception:**
    - cardiac and pulmonary rehabilitation for medical conditions.
- 41) **Transsexual Surgery and Related Services,** including hormone therapy.

42) **Travel and Housing Expenses**

43) **Travel Immunizations**

44) **US Government Owned Facilities** charges for Sickness or Injury connected with military service, past and present, except where such coverage is mandated by law.

45) **Vision Care Services**, including routine vision care, eyeglasses, contacts, magnification vision aids, charges for tinting, anti-reflective coating, prescription sunglasses or light-sensitive lenses, safety glasses or lenses required for employment, or the fitting of such items, routine refraction, radial keratotomy, or any surgery for the purpose of altering, modifying or correcting myopia, hyperopia or stigmatic error, or vision training.

◆ **Exception:**

- the treatment of medical eye conditions.
- the first pair of lenses or glasses, following cataract surgery if an intra ocular lens was not surgically implanted.
- Medically Necessary items in connection with Injury to the natural eye, while covered by the Plan.

46) **Whole Blood, Plasma, Cells and Other Blood Derivatives**, if participation in a volunteer blood replacement program is available to you.

## **COORDINATION WITH MEDICARE**

The Plan will pay secondary to Medicare for you and your family members who are entitled to Medicare benefits except in those instances where Plan is required to pay primary under applicable federal law. In those instances where Plan is required to pay primary under applicable federal law Participants may receive services from any Provider.

**COORDINATION OF BENEFITS**

In many families, family members may be covered by more than one medical plan. Each plan pays benefits, but the plans coordinate their payments so that the total combined payments under all the plans are not more than 100% of the Allowed Amount. This is the benefit maximum under the Plan. In no circumstances will the benefits payable under this Plan, when added to the benefits paid under the other plan, exceed the amount payable under this Plan. Coordination of Benefits (COB) rules determine the sequence of payments. One plan has primary responsibility and pays first; the other plan has secondary responsibility and pays its benefits for any covered expenses not paid by the primary plan, subject to any benefit maximums under the terms of the secondary plan. The following sets forth the order of benefits determination of this Plan when there are multiple benefit plans:

- 1) Non-dependent or dependent. The Plan that covers the person other than as a dependent, for example as an employee, member, subscriber or retiree, is primary and the plan that covers the person as a dependent is secondary.
- 2) Child covered under more than one plan. The primary plan is the plan of the parent whose birthday is earlier in the year if the parents are married, the parents are not separated (whether or not they ever have been married), or a court decree awards joint custody without specifying that one parent has the responsibility to provide health care coverage. If both parents have the same birthday, the plan that has covered either of the parents longer is primary. If the specific terms of a court decree state that one of the parents is responsible for the child's health care expenses or health care coverage, that plan is primary. If the parent with financial responsibility has no coverage for the child's health care services or expenses, but the parent's spouse or civil union partner does, the spouse's or civil union partner's plan is primary. If the parents are separated (whether or not married) or are divorced, and there is no court decree allocating responsibility for the child's health care services or expenses, the order among the plans is as follows:
  - ◆ The plan of the custodial parent;
  - ◆ The plan of the spouse or civil union partner, if any, of the custodial parent;

- ◆ The plan of the non-custodial parent, and then
  - ◆ The plan of the spouse or civil union partner, if any, of the non-custodial parent.
- 3) Active or inactive employee. The plan that covers a person as an employee who is neither laid off nor retired (or as that employee's dependent) is primary. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.
  - 4) Continuation of coverage. If a person whose coverage is provided under a right of continuation pursuant to federal or state law also is covered under another plan, the plan covering the person as an employee, member, subscriber, or retiree (or as that person's family member) is primary and the continuation coverage is secondary. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.
  - 5) Longer or shorter length of coverage. If the preceding rules do not determine the order of benefits, the plan that covered the person for the longer period of time is primary.

**NOTE:** *In any event, this Plan will not provide benefits as a secondary plan, such that benefits paid, including benefits paid under the other plan, exceed benefits payable under this Plan. In addition, the Plan will not pay for any item or service for which it would not provide benefits under this Plan in the absence of coverage under the other plan.*

## **FILING CLAIMS**

In most cases, you will need only to show your Fletcher Allen Post-65 Retiree Medical Plan identification card and the Provider will file your claim for you. After the medical claim has been processed, you will receive a written notice showing what benefits have been paid and what charges, if any, remain to be paid by you. This written notice is called an Explanation of Benefits.

For some charges, such as medical equipment or other charges billed to you directly, you will need to file a claim yourself. Plan benefit payments for these charges will be made directly to you unless you specifically request that it be made to the Provider. If you are in doubt as to whether you need to file a claim, ask the Provider that furnished the services. Claim forms are available to download at [www.fahcpreferred.org](http://www.fahcpreferred.org).

**Claims must be filed within one-hundred-twenty (120) days of the date the Expense was Incurred.** Claims filed after this period will not be honored. Submit claim forms, receipts and itemized bills showing the Plan Participant who received the care or service, the Provider, and the date and type of service received to:

### Medical Services

- ◆ Vermont Managed Care  
c/o Apex Benefit Services  
P.O. Box 3620  
Akron, OH 44309-3620

A separate claim form is required for each member of your family. You may want to keep a copy of all bills and receipts, along with a copy of the completed claim form, for your records. Fletcher Allen Post-65 Retiree Medical Plan claim forms for Vermont Managed Care are available from Fletcher Allen Health Care, Benefits Department, or by calling the number on the back of your identification card or on the website: [www.fahcpreferred.org](http://www.fahcpreferred.org).

If all or any part of your claim is denied, within thirty (30) days of receipt of your claim the claims administrator will send you an Explanation of Benefits for your claim. In special circumstances, it may take more than 30 days to send an Explanation of Benefits. If an extension is needed, you will receive written notice of the extension before the end of the thirty (30) day period. In no event will the extension be more than fifteen (15) days.

The Explanation of Benefits will give specific reasons for the denial, reference the specific Plan provisions on which the denial is based, describe any additional material necessary for you to resubmit your claim, explain the Plan's review procedures and provide a description of the appeal procedures and applicable time limits. The Explanation of Benefits will also include a statement of your right to bring a lawsuit under ERISA following an adverse benefit determination on review. If the claims administrator relied on a rule, protocol or guideline in reviewing your claim, it will offer to give you a copy of the applicable rule, protocol or guideline upon request. If the claim was denied based upon a lack of Medical Necessity, or because the treatment was Experimental or Investigational, or other similar exclusion, a statement that an explanation of the scientific or clinical judgment for the determination applying the terms of the plan is available upon request at no charge.

See the "Appeals Policy" section of this booklet on pages 47-52 for information on how to appeal denied claims.

## **SUBROGATION/REIMBURSEMENT**

The rules set forth in this section apply to any Sickness or Injury which is:

- ◆ Caused by an act or omission of a third party; or
- ◆ Covered under medical payment provisions of a liability or automobile policy issued to or otherwise covering you or your family member.

If you or your family member receives or is entitled to receive payment from any person, organization or entity in connection with an Injury, Sickness or care for which benefits were provided or will be provided under the Plan, or its designee, may recover the amounts it pays or will pay, up to the sum received by you or your family member from or on behalf of the third party.

By your and your family member's participation in the Plan and in consideration for the benefits the Plan provides, you and your family member shall agree to grant the Plan, or its designee, a lien on all funds you or your family member recover up to the total amount of benefits provided by the Plan. The Plan or its designee may give notice of that lien to any party who may have contributed to your or your family member's loss.

By your and your family member's participation in the Plan and in consideration for the benefits the Plan provides, you and your family members agree that the Plan or its designee shall be subrogated to your and your family member's rights to the extent of the benefits provided under the Plan. This includes the Plan's, or its designee's, right to bring suit or file claims against the third party in your or your family member's name.

You and your family members agree to take actions, furnish information and assistance, and execute such instruments as the Plan or its designee may be required to enforce rights under this section. Before the Plan pays any benefits relating to an Injury or Sickness which may have been caused by a third party, it may require you and/or your family member to sign papers confirming the Plan's right to repayment. You and your family members agree not to take any

action which prejudices the Plan's or its designee's rights and interests under this section. If you or your family members do not cooperate in the Plan's or its designee's administration of this section, the Plan will **not** provide coverage for the Sickness or Injury. In addition, you or your family members will be responsible for any legal expenses the Plan or its designee incurs to enforce rights under this section.

The Plan reserves the right to deduct any amounts due the Plan pursuant to this section from future benefit payments for you and your family members.

## **WHEN COVERAGE ENDS**

### **Your medical coverage will end:**

On the earliest date of one of the following events:

- ◆ If you fail to make the required contribution for medical coverage;
- ◆ If Fletcher Allen Health Care stops offering retiree medical coverage;
- ◆ On the date on which you or a family member falsify information, misrepresent a material fact, utilize fraud or deception for the use of Plan services, or knowingly permit such deception by another person;
- ◆ On the date you are no longer an eligible Fletcher Allen Health Care retiree over age 65.

### **Coverage for your family or family member will end:**

- ◆ As outlined above, or;
- ◆ At the end of the month when your family member no longer qualifies as an eligible family member (see “Who is Eligible” section in this booklet on page 5 for the definition of eligible family member);
- ◆ If you fail to make the required contribution for family medical coverage;
- ◆ If Fletcher Allen Health Care stops offering family medical coverage for Post-65 retirees.

**CONTINUATION OF COVERAGE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)**

In some cases, you or your family members have the option in accordance with federal law (COBRA) to continue coverage beyond the time it would normally end by paying the full cost of coverage. The following sets forth a list of events that may qualify you or your family members to obtain continuation coverage and the duration of continuation coverage you and/or your family members may be able to receive.

**If...**

You divorce or legally separate...

You die...

Your covered child no longer qualifies for coverage...

Fletcher Allen Health Care files for bankruptcy. . .

**Then...**

Coverage for your covered family members can be continued for up to 36 months

Coverage for your covered family members can be continued for up to 36 months

Coverage for the child can be continued for up to 36 months

Coverage can be continued until your death (or the death of your surviving spouse or civil union partner); coverage can be continued for your spouse or civil union partner and dependent children for up to 36 months after your death

To be eligible for this continuation coverage, you or your family members must be covered under this Plan on the day before the qualifying event. You can also obtain continuation coverage for children born to, adopted by or placed for adoption with you during your continuation coverage.

You or your family members must notify Fletcher Allen Health Care's Benefits Department within 60 days of your separation or divorce, or when your covered child becomes ineligible for medical coverage, or, if later, within sixty (60) days

of the date coverage under the Plan would end for you or your family members. After Fletcher Allen Health Care's Benefits Department is informed of such qualifying events or becomes aware of other qualifying events, Fletcher Allen Health Care's Benefits Department will notify their third party administrator who will then notify the eligible Participants of the cost and enrollment process.

Following notification from the Plan's third party administrator of your and/or your family members' eligibility for continuation coverage, in order to obtain such continuation coverage, you and your family members must elect the coverage within sixty (60) days after plan coverage would otherwise end, or, if later, within 60 days after the date of notice by the Plan's third party administrator of continuation coverage rights. The failure to elect continuation coverage within this period will result in loss of continuation coverage rights.

You and/or your covered family members must pay the full cost as allowed by law for continuation coverage. Generally, this will be 102% of the cost of providing medical coverage under the Plan (or, in the case of an extension of continuation coverage due to a disability, 150%, provided the disabled individual elects the extension). After notifying the Plan's third party administrator of your intent to continue coverage, you and/or your family will have a 45-day period in which to pay the costs for the initial month of continuation coverage. Thereafter, costs for continuation coverage must be paid by the date specified by the Plan's third party administrator. Although payments are due on the dates specified by the Plan's third party administrator, you will be given a grace period of thirty (30) days to make each monthly payment. Your continuation coverage will be provided for each coverage period as long as payment for that coverage period is made before the end of the grace period for that payment. The failure to make the initial or any subsequent payments in accordance with the due dates established by the Plan's third party administrator will result in cancellation of coverage.

**Continuation coverage under COBRA will end on the earlier of:**

- ◆ The date the maximum period of continuation coverage expires.
- ◆ The first day for which timely payment of the required cost for continuation coverage is not made.
- ◆ The date upon which you or the qualifying family member become entitled to benefits under Medicare, if the Medicare entitlement date is after the date that you or your qualifying family member elected continuation coverage.
- ◆ The date upon which Fletcher Allen Health Care no longer offers medical coverage to its Post-65 retirees.
- ◆ The date upon which you or a family member becomes covered under any other group health plan that does not exclude or limit coverage for a pre-existing condition that you or your family may have.

No other continuation or conversion of coverage rights apply, except as are specifically set forth under the Plan.

## DEFINITIONS

- 1) **Acute**  
A sudden or abrupt change in your health that requires treatment expected to produce improvement within a reasonable and predictable period of time.
- 2) **Alcohol and Drug Abuse**  
Conditions related to the excessive use or misuse of alcohol or drugs leading to a dependence or the use of drugs (including alcohol) for non-therapeutic effect especially one for which it was not prescribed or intended with the potential for physical, social or psychological harm. Conditions as listed in the Mental Disorders Section in the International Classification of Diseases Manual (ICD-9-CM) as follows:
  1. Alcohol and drug psychosis;
  2. Alcohol dependence syndromes;
  3. Drug dependence;
  4. Non-dependent abuse of drugs, except tobacco use disorder and other, mixed or unspecified drug abuse.
- 3) **Allowed Amount**  
The maximum allowable reimbursement amount determined to be payable by the Plan after Medicare payment to Providers under contract with Vermont Managed Care to provide covered services to Participants.
- 4) **Benefit Maximum**  
The limit placed on Plan payments for certain procedures or services. A Benefit Maximum can:
  1. Apply to specific benefit categories or to all benefits;
  2. Apply to a specific time period, such as annual or lifetime. Whenever the term “lifetime benefit maximum” appears, it refers to the time you or your dependents are covered under the Plan.
- 5) **Charges**  
The actual billed charges; except when the Participating Provider has contracted directly or indirectly with the Plan for a different amount.
- 6) **Chronic Care**  
Care that is not likely to produce measurable improvement in a reasonable and predictable length of time.
- 7) **Civil Union Partner**  
A relationship established between two persons of the same sex pursuant to 15 V.S.A. Chapter 23 that entitles the parties to the benefits and protections of spouses or civil union partners and subjects them to the responsibilities of spouses or civil union partners.

8) **Claim Involving Urgent Care**

Any claim for inpatient Hospital services with respect to which the application of the time periods for Pre-Approval of inpatient Hospital services

1. Could seriously jeopardize your life or health or your ability to regain maximum function, or
2. In the opinion of your Provider, would subject you to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

9) **Custodial Services**

Any services which are not intended primarily to treat a specific Injury or Sickness (including mental illness, alcohol or drug abuse). Custodial Services include, but shall not be limited to:

1. Services related to watching or protecting a Participant;
2. Services related to performing or assisting a Participant in performing any activities of daily living, such as:
  - a) walking
  - b) grooming
  - c) bathing
  - d) dressing
  - e) getting in or out of bed
  - f) toileting
  - g) eating
  - h) preparing foods; or
  - i) taking medications that can usually be self-administered; and
3. Services not required to be performed by trained or skilled medical or paramedical personnel.

10) **Durable Medical Equipment**

Equipment which is prescribed by a Provider and:

1. Is primarily and customarily used to serve a medical purpose;
2. Is generally not useful to a person in the absence of Sickness or Injury;
3. Is appropriate for use in the home; and
4. Can withstand repeated use.

11) **Emergency Services**

Medical, surgical, or Mental Health Hospital and related health care services, including ambulance service, required for the alleviation of severe pain or to treat an Injury or a sudden, unexpected onset of a serious Sickness which a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect, in the absence of immediate medical attention to result in serious medical complications, loss of life, permanent impairment of bodily functions, or serious dysfunction of a body organ or part, as determined by Plan, in accordance with generally

Definitions

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accepted medical standards, to have been an acute condition requiring immediate medical attention.

12) **Expense Incurred**

An expense is incurred when the service or the product incurred is provided to the Participant.

13) **Experimental/Investigative**

A drug, device, medical treatment or procedure that is determined by the Plan to meet one or more of the following criteria in relation to the condition for which it is being dispensed or rendered:

1. The drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration (FDA) and approval for marketing has not been given at the time the drug or device is furnished; or
2. Reliable evidence shows that the prevailing opinion among experts regarding the drug, device, medical treatment or procedure is that further studies or clinical trials may be necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis; or
3. Reliable evidence includes, but is not limited to, published reports and articles in the authoritative medical and scientific literature; the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, medical treatment or procedure; or written informed consent used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure.

14) **Home Health Aide**

A person who:

1. Provides care of a medical or therapeutic nature; and
2. Reports to and is under the direct supervision of a Home Health Care Agency.

15) **Home Health Care Agency**

An organization – public, non-profit or for-profit – that provides in-home nursing or other health care services for a fee which:

1. Primarily provides skilled nursing service and other therapeutic service under the supervision of a Physician or a Registered Nurse;
2. Is run according to rules established by a group of professional persons;
3. Maintains clinical records on all patients;
4. Does not primarily provide custodial care or care and treatment of the mentally ill;
5. Fulfills any licensing requirements of the State or locality in which it operates.

16) **Hospice Facility**

An institution or part of it which:

1. Primarily provides care for terminally ill patients;
2. Is accredited by the National Hospice Organization;
3. Fulfills any licensing requirements of the state or locality in which it operates.

17) **Hospital**

1. An institution licensed as a hospital, which:

- a) maintains, on the premises, all facilities necessary for medical and surgical treatment for which the Hospital is licensed;
  - b) provides such treatment on an inpatient basis, for compensation, under the supervision of Physicians; and
  - c) provides 24-hour service by Registered Nurses;
  - d) Maintains daily clinical records on each patient and has available at all times the services of a Physician under an established agreement;
2. Other institutions including: rehabilitative Hospital, ambulatory surgical care center which operates primarily to provide elective surgical care and admits and discharges each patient within a working day.

18) **Hospital Confinement**

A Participant will be considered confined in a Hospital if s/he is a registered bed patient in a Hospital upon the recommendation of a Provider.

19) **Injury**

An accidental act that harms or damages.

20) **Medicaid**

A state program of medical aid for needy persons established under Title XIX of the Social Security Act of 1965 as amended.

21) **Medical Director**

A Physician who is employed by or contracted to conduct utilization review determinations for Vermont Managed Care. The Medical Director has overall authority for the Utilization Management Plan and the provider Credentials Plan.

22) **Medically Necessary Care**

Services or supplies received from a qualified Provider that are required to identify or treat a Sickness or Injury. These services or supplies must be directed and supervised by a Physician, consistent with the symptom or diagnosis and medical practice, and be the most appropriate supply or level of service with regard to a Participant's safety. Service or supplies that are solely for the convenience of a Participant or a Provider are not considered Medically Necessary when specifically applied to an inpatient hospital stay.

Medically Necessary inpatient care also means that the Participant's condition could not be treated safely on an outpatient basis or alternative treatment setting.

23) **Medicare**

The program of medical care benefits provided under Title XVIII of the Social Security Act of 1965 as amended.

24) **Mental Health and Substance Abuse Treatment**

1. Mental Health Treatment: A branch of medicine that deals with the achievement and maintenance of psychological well being.
2. Substance Abuse Treatment: Treatment for the over indulgence in and/or dependence on an addictive substance, especially alcohol or a narcotic drug. Also called *chemical abuse* or *Alcohol and Drug Abuse*.

25) **Mental Illness**

Any disorder, other than organic mental disorders, mental retardation, developmental and learning disabilities or a disorder induced by alcohol or drug abuse, which impairs the behavior, emotional reaction or thought process of a person, regardless of medical origin. In determining benefits payable, charges made for the treatment of any physiological symptoms related to a mental illness will not be considered to be charges made for treatment of a mental illness.

26) **Nurse**

A Registered Professional Nurse, Registered Graduate Nurse, a Licensed Practical Nurse or a Licensed Vocational Nurse who has the right to use the abbreviation "R.N.," "L.P.N.," or "L.V.N."

27) **Participant**

Retirees and family members who meet the Plan's eligibility requirements, or who are eligible for continuation coverage under COBRA and who have elected coverage under the Plan.

28) **Physician**

A licensed medical practitioner (other than nurse practitioner) who has completed the education necessary and holds the degree of MD, DO or a graduate of a foreign education program recognized by Vermont Managed Care to qualify as a Physician and who is practicing within the scope of his/her license and who is licensed to prescribe and administer drugs or to perform surgery. It will also include any other licensed medical practitioner whose services are required to be covered by law in the locality where the policy is issued if s/he is:

1. Operating within the scope of his/her license; and
2. Performing a service for which benefits are provided under this Plan when performed by a Physician.

*Definitions*

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29) **Plan**

The Fletcher Allen Post-65 Retiree Medical Plan.

30) **Plan Year**

January 1 - December 31

31) **Pre-Approval**

The process in which proposed medical services are reviewed by the Vermont Managed Care's Care Management Department and a determination is made regarding the Medical Necessity of the proposed treatment.

32) **Prescription Drug**

1. A drug which has been approved by the Food and Drug Administration for safety and efficacy; or
2. Certain drugs approved under the Drug Efficacy Study Implementation review; or
3. Drugs marketed prior to 1938 and not subject to review, and which can, under federal or state law, be dispensed only pursuant to a prescription order, or
4. Injectable insulin.

33) **Preventive Care**

A pattern of health care that focuses on the prevention of disease and health maintenance and includes early diagnosis of disease, discovery and identification of people at risk of developing specific problems, counseling and other interventions to avert a health problem. Screening tests, health education and immunization programs are common examples of preventive care. The specific services included in preventive care are determined by the Plan.

34) **Provider**

A facility, professional or other provider that is licensed to provide services for the treatment of Sickness or Injury, where required, and is acting within the scope of that practice.

35) **Psychiatrist**

Physicians who have a specialty in Psychiatry or Addiction Medicine. In addition to diagnosing problems and treating patients through talk therapy, a Psychiatrist can prescribe medication for your behavioral health problems if necessary. Many psychiatrists also have subspecialties such as: Children and Adolescents; Geriatric; Addiction Medicine, etc.

36) **Psychologists and Masters level therapists**

These are therapists-psychologists with advanced degrees, such as Masters (MS) or Doctorate (PhD.), Licensed Psychologist (i.e., LP), family therapists (i.e., LMFT, LMC), social workers (i.e., LCSW, LSW), nurse practitioners (i.e., ARNP, APRN), and clinicians (i.e., LMHC) who primarily use talk therapy to help you assess the difficulty you are experiencing and identify solutions. All therapists must be licensed or certified as required by the State in which they practice.

37) **Reasonable and Customary Charge**

A charge will be considered Reasonable and Customary if:

1. It is the normal charge made by the provider for a similar service or supply; and
2. It does not exceed the normal charge made by most providers of such service or supply in the geographic area where the service is received, as determined by the Plan.

To determine if a charge is Reasonable and Customary, the nature and severity of the Injury or Sickness being treated will be considered.

38) **Retiree**

An individual who has met the requirements for retirement as defined within the Fletcher Allen Health Care Retirement Plan.

39) **Room and Board**

All charges made by a Hospital on its own behalf for room and meals and for all general services and activities needed for the care of registered bed patients.

40) **Sickness**

A physical illness or Mental Illness. It also includes pregnancy. Expenses incurred for routine Hospital and pediatric care of a newborn child prior to discharge from the Hospital nursery will be considered to be incurred as a result of Sickness.

41) **Skilled Nursing Facility (SNF)**

A licensed institution (other than a Hospital, as defined) which specializes in:

1. Physical rehabilitation on an inpatient basis; or
2. Skilled nursing and medical care on an inpatient basis;  
**But only if that institution:**
  - a) maintains on the premises all facilities necessary for medical treatment;
  - b) provides such treatment, for compensation, under the supervision of Physicians; and
  - c) provides nursing services 24 hours per day.

42) **Terminal Illness**

An illness will be considered a Terminal Illness if a person becomes ill with a prognosis of six months or less to live, as diagnosed by a Physician.

43) **Urgent Care**

Medical Care or treatment that must be provided within forty-eight (48) hours to:

1. Preserve your life, health, or ability to regain maximum function, or
2. Treat severe pain that cannot be adequately managed without the care or treatment.

## **ERISA RIGHTS**

As a Participant in the Fletcher Allen Post-65 Retiree Medical Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

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### **Receive Information About Your Plan and Benefits**

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Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

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### **Continue Group Health Plan Coverage**

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You are entitled to continue health care coverage for yourself, your spouse or civil union partner or your family members if there is a loss of coverage under the Plan as a result of a qualifying event. You or your family members may

have to pay for such coverage. Review this summary plan description and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.

You are entitled to a reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a pre-existing condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

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### **Prudent Actions by Plan Fiduciaries**

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In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one may discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

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### **Enforce Your Rights**

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If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating

to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

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### **Assistance with Your Questions**

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If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200

Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**PLAN INFORMATION**

***Name of Plan***

- ◆ Fletcher Allen Post-65 Retiree Medical Plan

***Plan Sponsor***

- ◆ Fletcher Allen Health Care, Inc.  
111 Colchester Avenue  
Burlington, VT 05401  
(802) 847-2825

***Employer Identification Number***

- ◆ 03-0219309

***Plan Number***

- ◆ 501

***Type of Plan***

- ◆ Group Health Plan

***Type of Administration***

- ◆ The Plan is administered by the Plan Sponsor, which has contracted with claims administrators to process claims and to perform other administrative functions.

***Type of Funding***

- ◆ The Plan is funded by Fletcher Allen Health Care through Employer and Participant contributions.

***Plan Administrator***

- ◆ Fletcher Allen Health Care, Inc.  
111 Colchester Avenue  
Burlington, VT 05401  
(802) 847-2825

To the extent permitted by applicable law, the Plan Administrator has the responsibility and authority to apply and interpret the Plan at its sole discretion.

***Claims Administrator***

- ◆ Vermont Managed Care, Inc.  
c/o Apex Benefit Services  
P.O. Box 3620  
Akron, OH 44309-3620

***Agent for Service of Legal Process***

- ◆ Manager of Benefits  
Fletcher Allen Health Care  
111 Colchester Avenue  
Burlington, VT 05401  
(802) 847-2825

Service of legal process may also be made on the Plan Administrator.

***Plan Year***

- ◆ January 1 to December 31

***Amendment or Termination***

While Fletcher Allen Health Care expects to continue the coverage described in this booklet indefinitely, it reserves the right to amend or terminate this coverage at any time, for any reason, to the extent permitted by law.

## **APPEALS POLICY**

Vermont Managed Care, Inc., an affiliate of Fletcher Allen Health Care, administers a process for Fletcher Allen Post-65 Retiree Medical Plan Participants to appeal denials of coverage decisions.

The purpose of this process, by which you or your family member or your or your family member's authorized representative (collectively referred to as you or your throughout this section), is for you to appeal denial of requests for Pre-Approval of services, reduction or termination of concurrent care, or retrospective claim denials made by Vermont Managed Care. A retiree may appeal denial of requests for Pre-Approval of services, reduction or termination of concurrent care, or claim denials made by Vermont Managed Care for his/her own claims and services, and his/her family members' claims and services. A family member may also appeal denial of requests for Pre-Approval of services, reduction or termination of concurrent care, or claim denials made by Vermont Managed Care for his/her own claims. Vermont Managed Care will only review one person's appeal for each denial of request for Pre-Approval of services, reduction or termination of concurrent care, or claim denials made by Vermont Managed Care. For example, if the Retiree appeals a denial and the family member later appeals the same denial, Vermont Managed Care will only address the first appeal and will reject the appeal by the family member as a duplicate appeal.

A family member may terminate the Retiree's authority to appeal denial of requests for Pre-Approval of services, reduction or termination of concurrent care, or claim denials made by Vermont Managed Care for the family member pursuant to this section by notifying Vermont Managed Care in writing of such termination.

All decisions on appeal will be in writing and will include the following information: the specific reason(s) for the determination; reference to the specific plan provision(s) on which the determination is based; a statement that you are entitled to receive reasonable access to and copies of all documents relevant to your claim, upon request and free of charge; a statement of your right to bring a lawsuit under ERISA Section 502(a) following an adverse benefit determination on review; if an internal rule, guideline or protocol was relied upon, a statement that the rule, guideline or protocol is available upon request at no charge; if the determination was based on a lack of Medical Necessity, or because the treatment was Experimental or Investigational, or other similar exclusion, an explanation of the scientific or clinical judgment for the determination applying the terms of the Plan to your claim. If your final appeal is ultimately denied in whole or in part, you have the right to file a lawsuit under the Employee Retirement Income Security Act of 1974 (ERISA).

Because the appeals process varies depending on the type of denial, the policy is divided into four sections: denial of requests for Pre-Approval of Claims Involving Urgent Care, denial of requests for Pre-Approval of all other claims, reduction or termination of concurrent care claims, and denial of claims for which services have already been provided.

### **Denial of Requests for Pre-Approval of Claims Involving Urgent Care**

#### ♦ *First Appeal*

Upon receipt of written or verbal notice from Vermont Managed Care of a denial (in whole or in part) of a request for Pre-Approval of a Claim Involving Urgent Care, you may submit a request (verbal or written) appealing the denial. Be sure to state why you believe the claim should not have been denied, a description of the medical circumstances that exist which require review as a Claim Involving Urgent Care, and submit any data, questions or comments you think appropriate. Upon your request and free of charge, you may have reasonable access to, and copies of, all documents, records, and other information the claims administrator has relating to your request for Pre-Approval of a Claim Involving Urgent Care. Your appeal will be reviewed by Vermont Managed Care. If Vermont Managed Care

determines that your claim is not a Claim Involving Urgent Care, your appeal will be handled in accordance with the procedures for denial of requests for Pre-Approval of all other claims, or denial of claims for services which have already been provided (both set forth below), whichever is applicable.

A decision on the first appeal of a Claim Involving Urgent Care will be made by Vermont Managed Care within 72 hours after receipt of your request for review.

Vermont Managed Care may notify you verbally of its decision and will also send its decision in writing. If the appeal is denied, the written notice will include the specific reasons for the decision, specific references to the appropriate Plan provisions on which the decision is based, and your right to appeal the denial.

◆ *Second Appeal*

Upon receipt of written or verbal notice from Vermont Managed Care of a denial (in whole or in part) of your first appeal of a denial for request for Pre-Approval of a Claim Involving Urgent Care, you may submit a request (verbal or written) appealing the denial. Be sure to state why you believe the claim should not have been denied, a description of the medical circumstances that still exist which require review as a Claim Involving Urgent Care, and submit any data, questions or comments you think appropriate. Upon your request and free of charge, you may have reasonable access to, and copies of, all documents, records, and other information the claims administrator has relating to your request for Pre-Approval of a Claim Involving Urgent Care, and your first appeal. Your appeal will be reviewed by the Vermont Managed Care, Care Management Committee. The Care Management Committee is a committee of Vermont Managed Care's Board of Directors, and is comprised of physicians, none of which will have been involved in the original denial of your claim or review of your first appeal.

If Vermont Managed Care determines that your second appeal does not relate to a Claim Involving Urgent Care, your appeal will be handled in accordance with the procedures for denial of requests for Pre-Approval of all other claims, or denial of claims for services which have already been provided (both set forth below), whichever is applicable.

A decision on the second appeal of a denial of a Claim Involving Urgent Care will be made by Vermont Managed Care within 72 hours after receipt of your request for review.

Vermont Managed Care may notify you verbally of its decision and will also send its decision in writing. If the appeal is denied, the written notice will include the specific reasons for the decision as well as specific references to

the appropriate Plan provisions on which the decision is based. The notice will also include any further legal rights you may have with respect to the denied appeal, including any right to bring a civil action under federal law.

The decision of the Vermont Managed Care, Care Management Committee at the second level is final.

**Denial of Requests for Pre-Approval of Claims Other than Claims Involving Urgent Care**

◆ *First Appeal*

Upon receipt of written notice from Vermont Managed Care of a denial (in whole or in part) of a request for Pre-Approval of a claim, you may submit a written request appealing the denial. Be sure to state why you believe the claim should not have been denied, and submit any data, questions or comments you think appropriate. Upon your request and free of charge, you may have reasonable access to, and copies of, all documents, records, and other information the claims administrator has relating to your request for Pre-Approval of a claim. Your appeal will be reviewed by Vermont Managed Care.

A decision on the first appeal will be made by Vermont Managed Care within 30 days after receipt of your request for review.

Vermont Managed Care will send written notice of its decision. If the appeal is denied, the written notice will include the specific reasons for the decision, specific references to the appropriate Plan provisions on which the decision is based, and your right to appeal the denial.

◆ *Second Appeal*

Upon receipt of written notice from Vermont Managed Care of a denial (in whole or in part) of your first appeal of a denial for request for Pre-Approval of a Claim other than a Claim Involving Urgent Care, you may submit a written request appealing the denial. Be sure to state why you believe the claim should not have been denied, and submit any data, questions or comments you think appropriate. Upon your request and free of charge, you may have reasonable access to, and copies of, all documents, records, and other information the claims administrator has relating to your claim and first appeal. Your appeal will be reviewed by the Vermont Managed Care, Care Management Committee. The Care Management Committee is a committee of Vermont Managed Care's Board of Directors, and is comprised of physicians, none of which will have been involved in the original denial of your claim or review of your first appeal. Your appeal will be reviewed at a meeting of the committee and you may attend the meeting to provide

information in support of your second appeal. The committee will then make a decision on your appeal.

You will receive a written decision on your second appeal within 30 days after receipt of your request for review. If the appeal is denied, the written notice will include the specific reasons for the decision as well as specific references to the appropriate Plan provisions on which the decision is based. The notice will also include any further legal rights you may have with respect to the denied appeal, including any right to bring a civil action under federal law.

The decision of the Vermont Managed Care, Care Management Committee at the second level is final.

### **Denial of Claims for Concurrent Care**

If Vermont Managed Care has approved an ongoing course of treatment to be provided over a period of time or for a certain number of times and Vermont Managed Care reduces or terminates care authorized as part of the ongoing course of treatment, Vermont Managed Care will notify you sufficiently in advance of such reduction or termination to reasonably allow an appeal and determination by Vermont Managed Care on your appeal. The written notice will give specific reasons for the reduction or termination, reference the specific plan provision on which the reduction or termination is based, describe any additional material necessary for you to resubmit your claim, and explain the Plan's review procedures. If Vermont Managed Care relied on its rules, protocols or guidelines in reviewing your claim, it will give you a copy of the applicable rule, protocol or guideline upon request.

You or your authorized representative may submit a request appealing the reduction or termination. You must appeal the reduction or termination of services within a reasonable time after receiving notice. Be sure to state why you believe the services should not have been reduced or terminated, and submit any data, questions or comments you think are appropriate. Upon your request and free of charge, you may have reasonable access to, and copies of, all documents, records, and other information Vermont Managed Care has relating to the reduction or termination. Your appeal will be reviewed by Vermont Managed Care.

If the appeal of the reduction or termination of concurrent care qualifies as a Claim Involving Urgent Care it will be handled in accordance with the policy set forth in this section above. Otherwise, appeals of reductions or terminations of concurrent care will be handled in accordance with the policies set forth in this section for denial of requests for Pre-Approval of a claim other than Claims Involving Urgent Care, or denial of a claim for services already provided, whichever is applicable.

**Denial of Claims for which Services Have Already Been Provided**

◆ *First Appeal*

Within 180 days of receiving written notice of a claim denial (in whole or in part), you or your authorized representative may submit a written request appealing the claim denial. Be sure to state why you believe the claim should not have been denied, and submit any data, questions or comments you think are appropriate. Upon your request and free of charge, you may have reasonable access to, and copies of, all documents, records, and other information the claims administrator has relating to your claim. Your appeal will be reviewed by Vermont Managed Care. A decision on the first appeal will be made by Vermont Managed Care within 60 days after the receipt of your request for review. The decision on the review will be in writing and will include the specific reasons for the decision, specific references to the appropriate Plan provisions on which the decision is based, and your right to appeal the denial.

◆ *Second Appeal*

If after Vermont Managed Care reviews your appeal the denial is upheld, you have the right to a second level of appeal. The second level of appeal will be reviewed by the Vermont Managed Care, Care Management Committee of the Vermont Managed Care Board of Directors, a committee comprised of physicians that will review your second level appeal. Members of this committee will not have been involved in the denial or review of your original appeal. You or a representative may attend this meeting to provide information in support of your appeal. The committee will make a decision and you will be notified in writing of the outcome of the appeal within 30 days.

The decision of the Vermont Managed Care, Care Management Committee at the second level is final.

The Vermont Managed Care, Care Management Committee may, at its sole discretion, designate a subcommittee for review of benefit exclusions and limitations.

## **Fletcher Allen Health Care Medical Plans Privacy Notice**

A federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), requires that health plans protect the confidentiality of your private health information.

Under HIPAA, you have certain rights with respect to your protected health information, including certain rights to see and copy the information, receive an accounting of certain disclosures of the information and, under certain circumstances, amend the information. You also have the right to file a complaint with the Plan or with the Secretary of the U.S. Department of the Health and Human Services if you believe your rights under HIPAA have been violated.

This Plan maintains a privacy notice, which provides a complete description of your rights under HIPAA. This notice is distributed to you annually. For a copy of the notice, please contact Barbara Drapola, Privacy Officer, Vermont Managed Care, (802) 847-8161.

If you wish to file a request to the health plan to not use or disclose health information, or if you wish to file a complaint with the Plan regarding your protected health information, you may do so by contacting Barbara Drapola, Privacy Officer, Vermont Managed Care, (802) 847-8161.

### **Disclosure of Information to the Plan Sponsor**

This Plan, and the Plan Sponsor, will not use or further disclose information that is protected by HIPAA (“protected health information”) except as necessary for treatment, payment, health plan operations and Plan administration, or as permitted or required by law. By law, the Plan has required all of its Plan Sponsors to also observe HIPAA’s privacy rules.

The Plan may provide summary health information to the Plan Sponsor so that the Plan Sponsor may solicit premium bids from health insurers or modify, amend or terminate the plan. The Plan also may disclose to the Plan Sponsor information on whether you are participating in the Plan, or are enrolled in or have disenrolled from a health insurance issuer or HMO offered by the Plan.

In addition, the Plan may disclose your protected health information to the Plan Sponsor as necessary for the Plan Sponsor to perform administration functions on behalf of the Plan. The Plan may not disclose protected health information to the Plan Sponsor for the purpose of employment-related actions or decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.

The Plan will disclose protected health information to the Plan Sponsor only upon receipt of a certification by the Plan Sponsor that the Plan Sponsor agrees to:

- ◆ Not use or further disclose the information other than as permitted or required by the plan documents or as required by law;
- ◆ Ensure that any agents to whom it provides protected health information received from the Plan agree to the same restrictions that apply to the Plan Sponsor with respect to such information;
- ◆ Not use or disclose the information for employment related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor;
- ◆ Report to the Plan any use of disclosure of protected health information that is inconsistent with the uses or disclosures provided for of which it becomes aware;
- ◆ Make protected health information about an individual available to that individual, in accordance with the HIPAA Privacy Rule (45 C.F.R. § 164.524);
- ◆ Make protected health information available for amendment and incorporate any amendments to protected health information in accordance with the HIPAA Privacy Rule (45 C.F.R. § 164.526);
- ◆ Make available the information required to provide an accounting of disclosures in accordance with the HIPAA Privacy Rule (45 C.F.R. § 164.526);
- ◆ Make its internal practices, books, and records relating to the use and disclosure of protected health information received from the Plan available to the Secretary for purposes of determining compliance by Plan with the HIPAA Privacy Rule; and
- ◆ If feasible, return or destroy all protected health information received from the Plan that the Plan Sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose for which the disclosure was made, and if destruction or return is not feasible, to limit further uses and disclosures to those purposes that make return or destruction of the information infeasible; and
- ◆ Ensure the adequate separation between the Plan and the Plan Sponsor.

With respect to electronic protected health information, the Plan Sponsor further agrees to:

- ◆ Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information that the Plan Sponsor creates, receives, maintains, or transmits on behalf of the Plan;
- ◆ Ensure that the separation between the Plan and Plan Sponsor is supported by reasonable and appropriate security measures;

- ◆ Ensure that any agents to whom it provides protected health information received from the Plan agree to the same restrictions and security measures that apply to the Plan Sponsor with respect to such information; and

Report to the Plan any security incident, as defined by 45 C.F.R. § 164.304, of which the Plan Sponsor becomes aware.

Any protected health information disclosed by the Plan will be disclosed to Barbara Drapola, Vice President of Operations and Clinical Affairs, the Vermont Managed Care: Client Account Representative, Information Analyst, Medical Director, Nurse Case Manager, Reimbursement Analyst, Provider Relations Representative, John Herko, Manager Benefits, the Fletcher Allen Health Care, Benefits Department: Benefits Administrator and Benefits Specialist designated by the Plan Sponsor. The Plan Sponsor will restrict access to and use of protected health information to those individuals who need it to perform plan administration functions. The Plan Sponsor will provide an effective mechanism for resolving any issues if such persons use or disclose your protected health information inappropriately.