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# 2026

**Aetna High Deductible  
Health Plan with  
Choice<sup>®</sup> POS II**

Summary Plan Description



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# Welcome

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Your health and wellbeing are important. That's why the Department of Defense Nonappropriated Fund (DoD NAF) employers offer you a flexible benefits package that encourages you to be healthy and helps you pay for the care needed to treat an illness or injury. This book provides important information about the HDHP Choice POS II Medical Plan (the Plan) that is part of the DoD NAF Health Benefits Program (HBP).

## Understanding the Terms

Key words and phrases that appear in the text are defined in the [Glossary](#).

### *Keep in Mind*

Unless otherwise noted at the beginning of a chapter, "you" or "your" refers to an employee, retired employee, spouse, domestic partner, or dependent child covered by the Plan. Refer to [Who Is Eligible](#) for more information about eligible dependents.

## Amendment and Termination of the Plan

The DoD NAF employers reserve the right, at their discretion, to amend, change, or terminate any of their benefit plans, programs, practices, or policies as the DoD NAF employers require. Nothing contained in this book shall be construed as creating an express or implied obligation on the part of the DoD NAF employers to maintain such benefit plans, programs, practices, or policies.

## Plan Administration

The DoD NAF employers are the plan sponsor and official administrator of the Plan (the "Plan Administrator"). The Plan Administrator may, in its discretion, delegate to any other individual or entity the authority to perform for and on behalf of the Plan Administrator one or more of its duties and/or responsibilities under the Plan.

The Plan Administrator (or its delegate) has full discretionary authority to grant or deny benefits under the Plan, including (but not limited to):

- The discretionary authority to interpret and construe the Plan in regards to all questions of eligibility;
- The status and rights of any participant or covered dependent under the Plan; and
- The manner, time, and amount of payment of any benefits under the Plan.

The Plan Administrator (or its delegate) has the authority to require participants and/or covered dependents to furnish it with such information as it deems necessary for the proper administration of the Plan. The Plan Administrator also may adopt such rules and procedures as it deems desirable for the administration of the Plan.

All actions, interpretations, and decisions of the Plan Administrator (and/or its delegates) are conclusive and binding on all persons, and will be given the maximum possible deference permitted by law.

# Eligibility and Enrollment

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This chapter describes who is eligible for coverage, how to enroll for coverage, and when coverage goes into effect.

**Note:** As used in this chapter, “you” or “your” refers to an employee or retired employee covered by the Plan.

## Who Is Eligible

Eligibility for the Plan is subject to change at any time. Contact your Human Resources Office (HRO) if you need more information about Plan eligibility.

### ***Active Employees***

You are eligible for the Plan if you are a civilian employee who:

- Is scheduled to work at least 20 hours per week and classified as regular full-time or part-time; or
- Is a category of employee who, as determined by your employer, is expected to work or has worked an average of 30 or more hours per week during an applicable 12-month measurement period;
- Is employed on the U.S. payroll;
- Has a Social Security number or individual tax identification number; and
- Is subject to U.S. income tax, and not subject to a Status of Forces Agreement (SOFA) provision that precludes eligibility.

### ***Retired Employees***

You may be eligible to continue participation in the Plan after you retire. To be eligible for post-retirement coverage, you must:

- Be participating in the Plan on the day before you retire;
- Retire on an immediate annuity; and
- Have 15 years of creditable participation in the DoD NAF HBP.

Your Plan option choices are affected by your or your dependent's eligibility for Medicare. Refer to [Coordination With Medicare](#) for more information.

### **TRICARE-for-Life**

A retiree (annuitant) or the eligible surviving spouse of a retiree (surviving annuitant) who is eligible for both Medicare and TRICARE-for-Life may suspend enrollment in the DoD NAF HBP and enroll instead in TRICARE-for-Life.

#### *Keep in Mind*

A retiree who is enrolled in TRICARE-for-Life and eligible for Medicare may immediately return to the DoD NAF HBP if there is an involuntary loss of TRICARE-for-Life coverage.

## **Dependents**

You may enroll your eligible dependents. Your eligible dependents are:

- Your spouse, including a common-law husband or wife in a state that recognizes common-law marriages.
- Your children to the end of the month in which they turn age 26. Your eligible children are:
  - Your children by birth or adoption;
  - Children placed with you or your spouse for adoption (this means that you or your spouse has taken on the legal obligation for total or partial support of children whom you or your spouse plans to adopt);
  - Your stepchildren;
  - Your foster children;
  - Children you support under a qualified medical child support order (QMCSO); see [Qualified Medical Child Support Orders](#) for details; and
  - Any other child who lives with you and is dependent on you for support. You must provide proof of dependency (for example, copies of income tax forms, a court order, or a custody agreement).
- Your child of any age who is handicapped, provided that the handicap began before the child reached the Plan's age limit for coverage. See [Continued Coverage for a Handicapped Child](#) for more information.

### *What If My Spouse and I Both Work for a NAF Employer?*

No one may be covered both as an employee and as a dependent, and no family member may be covered by more than one employee. If you and your spouse are both eligible employees, you have these options:

- One of you may enroll as an employee and cover the other as a dependent.
- You may each enroll as an employee.
- Only one of you may enroll your children as dependents.

## **Qualified Medical Child Support Orders**

A QMCSO is a court order that requires a parent to provide health care benefits to one or more children. Coverage is not optional. Your employer must enroll the child upon receipt of a QMCSO, even if you do not request the enrollment.

A child covered by a QMCSO will be covered by the Plan if:

- You and the child meet the Plan's eligibility requirements; and
- You enroll your child as of the date of the QMCSO.

The coverage is mandated by the terms of the QMCSO. If you are eligible for coverage, but not enrolled in the Plan, your employer will enroll you and your dependent(s) for family coverage as of the date on the court order.

If you are the non-custodial parent, the custodial parent may submit health claims for the child. Aetna will pay benefits for such claims to the custodial parent.

## How To Enroll

Participation in the Plan is not automatic. You must enroll yourself and your dependents in order to have coverage. You and your dependents can enroll:

- Within 31 days of the date you become eligible for coverage;
- During an open enrollment period (active employees only); or
- Within 31 days of certain life events.

You may enroll electronically (if your employer has health benefits electronic capability) or by using an enrollment form (included in your enrollment packet). Either form of enrollment will allow your employer to deduct contributions from your pay to cover your share of the cost of the plan option you elect.

### *Your Benefit Choices*

When choosing coverage, keep these rules in mind:

- If you enroll in medical and dental, you must elect the same level of coverage for medical and dental – employee only, or employee plus family.
- You may enroll in the PPO Dental Plan if you are enrolled in an employer-sponsored medical plan (the Aetna Choice POS II Plan, Aetna Traditional Choice Indemnity Plan, Aetna International Traditional Choice Plan, High Deductible Health Plan with Choice POSII, High Deductible Health Plan with Traditional Choice, High Deductible Health Plan with Aetna International, or an HMO without dental). If you are not enrolled in medical coverage, you may choose to enroll in the Stand Alone Dental Plan for dental-only benefits.

### *Newly Eligible Employees*

When you become eligible for coverage (as a new employee or an employee whose employment status has changed, making you eligible for coverage), you must enroll yourself and your dependents within 31 days of the date you become eligible.

- **If you enroll within this 31-day period**, your coverage will be effective as described in [When Coverage Begins](#).
- **If you do not enroll within this 31-day period**, you will not be eligible to enroll for coverage until the next open enrollment period, unless you have a Health Insurance Portability and Accountability Act (HIPAA) qualifying life event (see [HIPAA Special Enrollment Rights](#)).

### *Open Enrollment*

#### **Active Employees**

Open enrollment periods are held every year (annually). During an open enrollment period, you have a chance to review your benefit needs and make certain coverage changes. If you are an eligible employee, you may:

- Enroll in either an HMO plan (where available) or a non-HMO plan if you are not participating in the DoD NAF HBP.
- Enroll in the dental plan associated with your medical plan option.
- Change to another tier of coverage (add or drop dependents).

## *Exceptions*

If your hours are reduced because troop deployment has reduced NAF business operations, and you subsequently drop your enrollment in the Plan, you may re-enroll outside of the open enrollment period if you meet both of the following conditions:

- Your employer increases your hours and you otherwise meet Plan eligibility requirements; and
- You re-enroll within 31 days of the increase in hours.

Coverage will be effective no earlier than the date of the Business Based Action (BBA) that increased your hours.

## **Retired Employees**

Retirees are not eligible to enroll during open enrollment periods. The Plan does, however, allow retired employees to make the following changes:

- A retiree who is enrolled in TRICARE-for-Life and eligible for Medicare may immediately return to the DoD NAF HBP if there is an involuntary loss of TRICARE-for-Life coverage.
- A retiree who is enrolled in the DoD NAF HBP and not eligible for Medicare may switch coverage during annual open enrollment to another DoD NAF sponsored group plan (HMO) in the geographic area or to another non-HMO plan. A retiree eligible for Medicare may switch from one non-HMO plan to another non-HMO plan.

## **Status Changes**

Once enrolled, you may make changes only:

- During the open enrollment period; or
- When you qualify for a HIPAA special enrollment period.

## **HIPAA Special Enrollment Rights**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) allows you to make changes to your coverage when:

- You lose creditable coverage\* under another group plan, or
- You have a qualifying life event such as marriage, birth, or adoption.

\* Creditable coverage is prior medical coverage as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Such coverage can be group or individual coverage. Examples include Medicare, Medicaid, military-sponsored health care, and the Federal Employees' Health Benefits Program (FEHBP).

You must request any change within 31 days after the loss of the other coverage or the qualifying life event. The change in coverage you request must be consistent with, and due to, the event.

The following are examples of HIPAA-qualifying life events and the enrollment changes you can make as a result:

Qualifying Life Event	Enrollment Changes Allowed
You get married	Enroll yourself, your spouse, and your spouse's dependent children. Drop coverage for yourself.
You or your spouse has a child by birth, adoption, or placement for adoption	Enroll the child (if you are already enrolled). Enroll yourself, your spouse, and child(ren).
You add a stepchild or foster child to your family	
You get divorced or your marriage is annulled	Drop coverage for your former spouse and any children who are no longer eligible. Add coverage for yourself (if you were previously covered by your former spouse's plan).
A covered dependent dies	Cancel coverage for your deceased dependent. Add coverage for your eligible children if your spouse dies, and the children were previously covered by your spouse's plan.
Your covered child reaches the Plan's age limit for dependent coverage	Drop coverage for your child.
Your spouse's employment changes. As a result, you and your dependents are eligible for coverage under a medical plan offered by your spouse's employer.	Drop coverage for yourself and any dependents who enroll in the other plan.
Your spouse's employment changes. As a result, health care coverage under your spouse's plan is lost.	Add coverage for yourself and any eligible dependent who lost the other coverage.
Enrolled employee or eligible family members gain coverage under Tricare due to change in employment status including entry into active duty military duty	Drop coverage for yourself or any eligible dependent who enrolls in the other plan.

This chart does not list all possible qualifying events. If you have a question, contact your Human Resources Office (HRO).

## When Coverage Begins

When Plan coverage goes into effect depends on when you and your dependents enroll or change coverage.

### ***Newly Eligible Employees***

For people who enroll when they first become eligible, coverage begins on the later of:

- The date you become eligible for coverage; or
- The date of your election.

### ***Open Enrollment***

For people enrolling or making changes during an open enrollment, coverage begins on the following January 1.

## ***Status Changes***

A status change due to birth, adoption, or placement for adoption is effective on the date of the birth, adoption, or placement for adoption, as long as you request the change within 31 days, as described in HIPAA Special Enrollment Rights. If the status change event results in a change in premium, the premium change is retroactive to the effective date.

For those enrolling or changing coverage because of any other qualifying event, coverage is effective on the date of the enrollment or change action as long as you request the change within 31 days from the date of the status change.

For any status changes NOT made within 31 days of the qualifying event, you must wait to enroll or change coverage during the next open enrollment. A status change due to divorce is effective as of the date of the divorce decree.

## ***Qualified Medical Child Support Order***

Coverage is effective on the date of the court order.

## **How You Pay for Coverage**

### ***Active Employees***

You share the cost of coverage under the Plan through payroll contributions. Your contribution may be deducted from your pay on a before-tax basis.

### ***Retired Employees***

Depending on your employer's policies, you pay your share of the cost of Plan coverage either as an annuity deduction or when you receive a monthly billing statement.

## **Your Medical ID Card**

You will receive an ID card when you enroll in the Plan. You are encouraged to carry your ID card with you at all times. Present the card to medical providers before receiving services, and to network pharmacies when purchasing prescription drugs.

If your card is lost or stolen, please notify Aetna immediately. To print a temporary card, log on to Aetna Navigator® at [www.aetna.com](http://www.aetna.com).

# Your Medical Plan at a Glance

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## Summary of Benefits

Understanding the terms listed below will help you make the most of your benefits.

- The Plan pays benefits only for care that is medically **necessary**, as determined by Aetna.
- The Plan covers only expenses related to **non-occupational injury** and **non-occupational disease**.
- A **copay** (or copayment) is a fee that you must pay at the time you receive a service. Copays do not apply toward your deductible.
- The **deductible** is the part of your covered expenses you pay before the Plan starts to pay benefits each year. The deductible does not apply to all expenses. It is waived for:
  - In-network preventive care;

There are two types of calendar year deductible:

### Individual

#### Individual deductible

You pay for **covered services** each year before the plan begins to pay. After the amount paid for **covered services** reaches this **individual deductible**, this plan starts to pay for **covered services** for the rest of the year. The **individual deductible** applies to a person who is enrolled for self-only coverage with no dependent coverage.

### Family

You and your covered dependents pay for **covered services** each year before the plan begins to pay. After the amount paid for **covered services** reaches this **family deductible**, this plan starts to pay for **covered services** for the rest of the year. The **family deductible** applies to a person enrolled with one or more dependents.

- Your **coinsurance** is the percentage of your covered expenses that you pay after you have satisfied the Plan's calendar year deductible.

The **maximum out-of-pocket limit** is the maximum amount you are responsible to pay for **copayments/payment percentage** and **deductibles** and **copays** for **eligible health services** during the. This plan has an individual and family **maximum out of pocket limit**. The individual **maximum out-of-pocket limit** applies to a person enrolled for self only coverage with no dependents coverage. Once the amount of the **copayments/ payment percentage** and **deductibles** you have paid during the year for **eligible health services** meet the Individual **maximum out-of-pocket limit** this plan will pay 100% of **covered benefits** that apply toward the limit for you for the remainder of the year.

The family **maximum out-of-pocket limit** applies to a person enrolled with one or more dependents. The family **maximum out-of-pocket limit** can be met by a combination of family members. Once the amount of the **copayments/ payment percentage** and **deductibles** paid during the year for **eligible health services** meets this family **maximum out-of-pocket limit**, this plan will pay 100% of the family's **covered benefits** that apply toward the limit for the rest of the year.

Certain expenses do **not** apply toward the out-of-pocket maximum:

- Expenses over the recognized charge (for out-of-network care);

- Prescription eyewear expenses;
- Penalties, including any additional out-of-pocket expenses you pay because you did not obtain the necessary precertification for a service; and
- Charges for services and supplies that are not covered by the Plan

After you reach the individual and/or family out-of-pocket maximum for a calendar year, you are still responsible for the expenses outlined above.

- In-network providers have agreed to charge no more than the ***negotiated charge*** for a service or supply that is covered by the Plan. You are not responsible for amounts that exceed the negotiated charge when you obtain care from an in-network provider.
- The Plan pays out-of-network benefits only for the part of a covered expense that is the recognized charge. If your out-of-network provider charges more than the ***recognized charge***, you will be responsible for any expenses incurred that are above the recognized charge.
- ***Precertification*** is a process that determines whether the services being recommended are covered by the Plan. Precertification is required for inpatient care and certain alternatives to inpatient care.

The Summary of Benefits charts summarize the benefits available to you. Frequency and benefit maximums are combined for in-network and out-of-network care unless otherwise specified.

### *Keep in Mind*

The Plan covers in-network preventive care at 100%, with no deductible or copay. You don't have to meet the deductible before the Plan begins to pay benefits for preventive care.

## Cost Sharing

Plan Feature	In-Network	Out-of-Network
<b>Deductible*</b>		
Individual	\$2,000 per calendar year	\$6,000 per calendar year
Family	\$6,000 per calendar year	\$12,000 per calendar year
<b>Out-of-Pocket Maximum</b> (includes deductible and copays)		
Individual	\$7,000 per calendar year	\$14,000 per calendar year
Family	\$14,000 per calendar year	\$18,500 per calendar year
<b>Lifetime Maximum Benefit</b>		
Per covered person	Unlimited	Unlimited
<b>Health Incentives Program</b>		
By taking steps to improve your health, you can earn incentives dollars, if you are enrolled in the HDHP plan and elect the HSA. The chart below outlines the actions that are eligible for a health incentive deposit.		
Refer to <a href="#">Health Incentives Program</a> for more information.		
Activity	<b>Health Incentives Earned</b>	
Complete a Health Assessment	\$75 each – 1 per year	
Complete metabolic syndrome biometric screening before November 30	\$150 each – 1 per year	
Complete 3 calls with a Condition Coach to achieve a goal	\$75 each – 1 per year	
Participate in a wellness webinar (average webinar is 30–45 minutes). One new webinar comes out each month, and each one is available for 12 months.	\$75 each – 4 per year	
<b>Covered Dependents under 18</b>		
Have a Preventive Care Exam	\$50 each child – 1 per year	
<b>Incentive Yearly Maximum</b>		
Individual	\$300 maximum incentives	
Family	\$600 maximum incentives	
	For those employees that cover dependents, an additional \$300 can be earned by those dependents for a total of up to \$600 a year.	

\*In-network expenses and out-of-network expenses accumulate separately. In-network expenses are applied to the in-network deductible only; out-of-network expenses are applied to the out-of-network deductible only.

## Covered Services

The High Deductible Plan Health on Aetna Choice POS II Network allows you to receive care from any licensed health care provider. You can save when you choose a provider in the Aetna network. Care from providers outside of the network is covered, too, but you'll usually pay more out of your own pocket for out-of-network care.

Covered Services	In-Network (based on negotiated charge)	Out-of-Network (based on recognized charge)
<b>Preventive Care*<sup>1</sup></b>		
Routine Physical Exam (for employee and covered dependents age 7 and above) <ul style="list-style-type: none"> <li>• 1 exam per calendar year</li> </ul>	The Plan pays 100% No deductible or copay	Not covered
Well Child Visits and Immunizations <ul style="list-style-type: none"> <li>• first 12 months of life: 7 exams</li> <li>• age 1: 3 exams</li> <li>• age 2: 3 exams</li> <li>• ages 3-7: 1 exam per calendar year</li> </ul>	The Plan pays 100% No deductible or copay	Not covered
Screening and Counseling <ul style="list-style-type: none"> <li>• obesity                             <ul style="list-style-type: none"> <li>— up to age 22: unlimited visits</li> <li>— age 22 and over: up to 26 visits per calendar year (healthy diet counseling limited to 10 visits)</li> </ul> </li> <li>• use of tobacco products: up to 8 counseling sessions per calendar year</li> <li>• misuse of alcohol or drugs: up to 5 visits per calendar year</li> <li>• women's health screenings and counseling</li> <li>• lung cancer screening: 1 time per calendar year after age 55</li> </ul>		
Routine Ob/Gynecological Exam (includes 1 Pap smear and related lab fees) <ul style="list-style-type: none"> <li>• 1 exam per calendar year</li> </ul>	The Plan pays 100% No deductible or copay	Not covered

\*<sup>1</sup> The Plan's coverage of preventive care follows guidelines that are subject to periodic evaluation and change. You can learn more about preventive care coverage on Aetna's website at [www.aetna.com](http://www.aetna.com) or by calling Aetna Member Services at **1-800-367-6276**.

Covered Services	In-Network (based on negotiated charge)	Out-of-Network (based on recognized charge)
<b>Preventive Care (continued)</b>		
Routine Mammogram age 35 and over: 1 mammogram per calendar year	The Plan pays 100% No deductible or copay	Not covered
Routine Prostate Screening 1 prostate specific antigen test (PSA) and digital rectal exam (DRE) per calendar year for men age 40 and over	The Plan pays 100% No deductible or copay	Not covered
Routine Colorectal Cancer Screening (for those age 45 and over who are at average risk) <ul style="list-style-type: none"> <li>• fecal occult blood stool test: 1 per calendar year; and</li> <li>• colonoscopy: 1 every 10 years; or</li> <li>• sigmoidoscopy: 1 every 5 years; or</li> <li>• double contrast barium enema: 1 every 5 years</li> </ul>	The Plan pays 100%, No deductible or copay	Not covered
<b>Vision and Hearing Exams</b>		
Routine Vision Exams <ul style="list-style-type: none"> <li>• 1 exam per calendar year</li> </ul>	The Plan pays 100% No deductible or copay	Not covered
Routine Hearing Exams <ul style="list-style-type: none"> <li>• 1 exam per calendar year</li> </ul>	The Plan pays 100% No deductible or copay	Not covered
<b>Office Visits</b>		
Office Visits <ul style="list-style-type: none"> <li>• primary care physician</li> <li>• specialist</li> </ul>	You pay deductible, then the Plan pays 70% You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60% You pay deductible, then the Plan pays 60%
Walk-In Clinic	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%
Telehealth Physician Consultations <ul style="list-style-type: none"> <li>• Phone or Video Online Internet* Consultation</li> </ul>		
Teladoc Health General Medicine	You pay deductible, then the Plan pays 100%	Not Covered
Teladoc Health Behavioral Health Teladoc	You pay deductible, then the Plan pays 70%	Not Covered
Health Dermatology	You pay deductible, then the Plan pays 70%	Not Covered

Covered Services	In-Network (based on negotiated charge)	Out-of-Network (based on recognized charge)
Allergy Testing and Treatment	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%
Spinal Manipulation Treatment <ul style="list-style-type: none"> <li>up to 20 visits per calendar year</li> </ul>	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%

\*Where permitted by law

Outpatient Diagnostic Testing		
Diagnostic X-Ray and Lab Tests <ul style="list-style-type: none"> <li>when billed as part of an office visit</li> <li>when billed as a separate office visit</li> <li>when billed by an outpatient facility</li> </ul>	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%
MRI, PET Scan, and CAT Scan Coverage for complex imaging includes magnetic resonance imaging (MRI), positron emission tomography (PET) scan, and computerized axial tomography (CAT) scan	You pay deductible, then the Plan pays 70% of allowable amount	You pay deductible, then the Plan pays 60%
Precertification		
Precertification is required for: <ul style="list-style-type: none"> <li>confinements in a hospital or treatment facility</li> <li>alternatives to hospital inpatient confinements: skilled nursing facility, hospice, private duty nursing, and home health care</li> </ul>		
Penalty for Failure To Precertify	No penalty – your in-network provider is responsible for obtaining precertification	The Plan does not cover the first \$500 of expenses if you do not get the required precertification of services
Hospital Services		
Precertification is required for inpatient care.		
Inpatient Care (room and board are covered up to the hospital's semi-private room rate)	You pay deductible, then the Plan pays 70%	You pay deductible <b>and</b> inpatient facility copay, then the Plan pays 60%
Outpatient Care*	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%

Covered Services	In-Network (based on negotiated charge)	Out-of-Network (based on recognized charge)
<b>Urgent and Emergency Care (continued)</b>		
Urgent Care Facility <ul style="list-style-type: none"> <li>urgent care</li> <li>non-urgent care in an urgent care facility</li> </ul>	You pay deductible, then the Plan pays 70% Not covered	You pay deductible, then the Plan pays 60% Not covered
Hospital Emergency Room <ul style="list-style-type: none"> <li>emergency care</li> <li>non-emergency care in an emergency room</li> </ul>	You pay deductible, then the Plan pays 70% You pay deductible, then the Plan pays 50%	You pay deductible, then the Plan pays 50% You pay deductible, then the Plan pays 50%
Ambulance Services – <b>Emergency Services</b>	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 70%
Ambulance Services – <b>Non-Emergency Services</b> for Ground, Air or Water Ambulance	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 70%

**\* Emergency services important note:**

- Out-of-network providers** do not have a contract with us. The **provider** may not accept payment of your cost share as payment in full. You may receive a bill for the difference between the amount billed by the **provider** and the amount paid by the plan. If the **provider** bills you for an amount above your cost share, you are not responsible for payment of that amount. You should send the bill to the address on your ID card and we will resolve any payment issue with the **provider**. Make sure the member ID is on the bill.
- In the case of a surprise bill from an out-of-network provider, where you had no control of their participation in your **covered services**, you will pay the same cost share you would have if the **covered services** were received from a **network provider**. The cost share will be based on the median contracted rate. Contact us immediately if you receive such a bill.

If you are admitted to the **hospital** for an inpatient **stay** right after you visit the emergency room, you will not pay your emergency room cost share if you have one. You will pay the inpatient **hospital** cost share, if any.

<b>Surgery and Anesthesia</b>		
Second Surgical Opinion	You pay deductible, then the Plan pays 100%	You pay deductible, then the Plan pays 100%
Pre-Operative Testing	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%
Inpatient Surgery (physician's services)	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%
Outpatient Surgery <ul style="list-style-type: none"> <li>physician's office</li> <li>outpatient facility</li> </ul>	You pay deductible, then the Plan pays 70% You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60% You pay deductible, then the Plan pays 60%

Bariatric Surgery to Treat Morbid Obesity			
<ul style="list-style-type: none"> <li>• inpatient</li> </ul>		You pay deductible, then the Plan pays 70%	Not Covered
<ul style="list-style-type: none"> <li>• outpatient</li> </ul>		You pay deductible, then the Plan pays 70%	Not Covered
Anesthesia		You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%

Covered Services	In-Network (based on negotiated charge)	Out-of-Network (based on recognized charge)
<b>Maternity Care</b>		
Routine Physician Services* <sup>2</sup> <ul style="list-style-type: none"> <li>initial visit to confirm pregnancy</li> <li>routine prenatal office visits</li> <li>delivery and postnatal care</li> </ul>	You pay deductible, then the Plan pays 70% No deductible or copay You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60% You pay deductible, then the Plan pays 60% You pay deductible, then the Plan pays 60%
Delivery (hospital inpatient services)	You pay deductible, then the Plan pays 70%	You pay deductible <b>and</b> inpatient facility copay, then the Plan pays 60%
Breast Feeding Support and Supplies <ul style="list-style-type: none"> <li>lactation counseling <ul style="list-style-type: none"> <li>visits 1-6 in a 12-month period</li> <li>additional visits</li> </ul> </li> <li>breast pumps and supplies <ul style="list-style-type: none"> <li>1 manual or electric breast pump per 36-month period</li> </ul> </li> </ul>	The Plan pays 100% No deductible or copay You pay deductible, then the Plan pays 70% The Plan pays 100% No deductible or copay	You pay deductible, then the Plan pays 60% You pay deductible, then the Plan pays 60% You pay deductible, then the Plan pays 60%
<b>Alternatives to Inpatient Hospital Care</b>		
Pre certification is required.		
Skilled Nursing Facility Care <ul style="list-style-type: none"> <li>up to a maximum of 90 days per calendar year</li> </ul>	You pay deductible, then the Plan pays 70%	You pay deductible <b>and</b> inpatient facility copay, then the Plan pays 60%
Home Health Care <ul style="list-style-type: none"> <li>up to 90 visits per calendar year</li> </ul>	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%
Private Duty Nursing <ul style="list-style-type: none"> <li>up to 70 8-hour shifts per calendar year</li> </ul>	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%
Hospice Care	You pay deductible, then the Plan pays 100%	You pay deductible, then the Plan pays 100%

<sup>2</sup> The benefits shown here are for routine maternity care and services provided by your Ob/Gyn, including routine prenatal care, delivery services and postnatal care. Additional services such as laboratory tests and care that is required due to complications of pregnancy are not considered routine maternity care. Call Member Services at the number shown on your ID card if you have questions about coverage for care during your pregnancy.

Covered Services	In-Network (based on negotiated charge)	Out-of-Network (based on recognized charge)
<b>Family Planning</b>		
Voluntary Sterilization (men)	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%
Voluntary Sterilization (women)	You pay deductible, then the Plan pays 100%	You pay deductible, then the Plan pays 60%
Contraceptive Counseling <ul style="list-style-type: none"> <li data-bbox="344 519 698 582">• first 2 visits in a 12-month period</li> <li data-bbox="344 599 572 642">• additional visits</li> </ul>	The Plan pays 100% No deductible or copay  You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%  You pay deductible, then the Plan pays 60%
Contraceptive devices and injectables provided and billed by your physician <i>(includes insertion/administration)</i> <ul style="list-style-type: none"> <li data-bbox="344 794 502 836">• generic<sup>3</sup></li> <li data-bbox="344 874 540 916">• brand-name</li> </ul>	The Plan pays 100% No deductible or copay  You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%  You pay deductible, then the Plan pays 60%
Infertility Services <ul style="list-style-type: none"> <li data-bbox="344 1005 714 1100">• diagnosis and treatment of the underlying cause of infertility</li> <li data-bbox="246 1117 491 1159">– physician services</li> <li data-bbox="246 1184 474 1227">– outpatient facility               <ul style="list-style-type: none"> <li data-bbox="319 1265 714 1360">• Infertility treatment: ovulation induction and artificial insemination (up to 6 attempts per lifetime)</li> <li data-bbox="246 1385 491 1427">– physician services</li> <li data-bbox="246 1501 474 1543">– outpatient facility</li> </ul> </li> </ul>	You pay deductible, then the Plan pays 70%  You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%  You pay deductible, then the Plan pays 60%
	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%
	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%

<sup>3</sup> Includes contraceptive implants and devices with no generic equivalent

Covered Services	In-Network (based on negotiated charge)	Out-of-Network (based on recognized charge)
<b>Other Covered Expenses</b>		
Acupuncture	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%
Durable Medical Equipment	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%
Hearing Aids <ul style="list-style-type: none"> <li>up to a maximum of \$3,000 every 3 years</li> </ul>	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%
Outpatient Short-Term Rehabilitation (physical, occupational, speech)  up to a combined maximum of 60 visits per course of treatment for physical, occupational, and speech therapy	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 80%
Prescription Eyewear (lenses, frames, and contacts) <ul style="list-style-type: none"> <li>up to \$150 per person, per calendar year</li> </ul>	The Plan pays 100% No deductible or copay	The Plan pays 100% No deductible or copay
Pediatric Vision Eyewear (lenses, frames, and contacts) (dependent children up to age 22)  (V2020, V2100-2199, V2200-2299, V2300-2399, V2121, V2221, V2321)	The Plan pays 100% No deductible or copay	The Plan pays 100% No deductible or copay
<b>Behavioral Health Care</b>		
Mental Health Treatment <ul style="list-style-type: none"> <li>inpatient (no limit on number of days)</li> <li>outpatient (no limit on number of visits)</li> <li>Other outpatient mental health treatment (includes skilled behavioral health services in the home)</li> </ul>	<p>You pay deductible, then the Plan pays 70%</p> <p>You pay deductible, then the Plan pays 70%</p> <p>You pay deductible, then the Plan pays 70%</p>	<p>You pay deductible <b>and</b> inpatient facility \$400 per confinement, then the Plan pays 60%</p> <p>You pay deductible, then the Plan pays 60%</p> <p>You pay deductible <b>and</b> 60% (of the <b>recognized charge</b>) per visit</p>
Habilitation therapy services <ul style="list-style-type: none"> <li>Habilitative physical therapy</li> <li>Habilitative occupational therapy</li> </ul>	<p>You pay deductible, then the Plan pays 70%</p> <p>You pay deductible, then the Plan pays 70%</p>	<p>You pay deductible, then the Plan pays 60%</p> <p>You pay deductible, then the Plan pays 60%</p>

Covered Services	In-Network (based on negotiated charge)	Out-of-Network (based on recognized charge)
<ul style="list-style-type: none"> <li>• Habilitative speech therapy</li> </ul> <p>Applied behavioral analysis (ABA) therapy to treat pervasive developmental disorder (PDD), including autism</p>	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%
<ul style="list-style-type: none"> <li>• Autism physical therapy</li> </ul>	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%
<ul style="list-style-type: none"> <li>• Autism occupational therapy</li> </ul>	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%
<ul style="list-style-type: none"> <li>• Autism speech therapy</li> </ul>	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%
<b>Substance Abuse Treatment</b>		
<ul style="list-style-type: none"> <li>• inpatient (no limit on number of days)</li> </ul>	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60% plus \$400 confinement fee
<ul style="list-style-type: none"> <li>• outpatient (no limit on number of visits)</li> </ul>	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%
<ul style="list-style-type: none"> <li>• Other outpatient substance abuse treatment (includes skilled behavioral health services in the home)</li> </ul>	You pay deductible, then the Plan pays 70%	You pay deductible, then the Plan pays 60%

## Prescription Drugs

Prescription Drugs	In-Network Pharmacy	Out-of-Network Pharmacy
<b>Up to a 30-Day Supply: Retail, and Specialty Pharmacy*</b>		
Tier One: Generic Drug		
<ul style="list-style-type: none"> <li>• generic contraceptive*<sup>3</sup></li> </ul>	The Plan pays 100% No copay or deductible.	Not covered
<ul style="list-style-type: none"> <li>• other generic drugs</li> </ul>	You pay deductible, then the Plan pays 100% for each fill or refill	Not covered
Tier Two: Brand-Name Drug on the Preferred Drug List	You pay deductible, then the Plan pays 65% Maximum \$75 for each fill or refill	Not covered

Prescription Drugs	In-Network Pharmacy	Out-of-Network Pharmacy
<b>Up to a 30-Day Supply: Retail, and Specialty Pharmacy* (continued)</b>		
Tier Three: Brand-Name Drug Not on the Preferred Drug List* <sup>4</sup>	You pay deductible, then the Plan pays 50% Maximum: \$125 for each fill or refill	Not covered
CVS Specialty Medications	You pay deductible, then the Plan pays 50% Maximum \$125 for each fill or refill	Not covered
<b>Maintenance Choice®: CVS Caremark® Mail Service Pharmacy or CVS Pharmacy® (for a 31- to 90-day supply)*</b>		
Tier One: Generic Drug <ul style="list-style-type: none"> <li>generic contraceptive*<sup>3</sup></li> <li>other generic drug</li> </ul>	The Plan pays 100% No copay  You pay deductible, then the Plan pays 100%	Not covered  Not covered
Tier Two: Brand-Name Drug on the Preferred Drug List	You pay deductible, then the Plan pays 65%  Maximum \$150 per fill or refill	Not covered
Tier Three: Brand-Name Drug Not on the Preferred Drug List* <sup>4</sup>	You pay deductible, then the Plan pays 50% for each fill or refill  Maximum: \$250	Not covered
<b>Overseas Pharmacy (up to a 30-day supply)</b>		
Tier One: Generic Drug <ul style="list-style-type: none"> <li>generic contraceptive*<sup>3</sup></li> <li>other generic drug</li> </ul>	Not applicable  Not applicable	The Plan pays 100% No deductible or copay  You pay deductible, then the Plan pays 100%
Tier Two: Brand-Name Drug on the Preferred Drug List	Not applicable	You pay deductible, then the Plan pays 80%
Tier Three: Brand-Name Drug Not on the Preferred Drug List	Not applicable	You pay deductible, then the Plan pays 80%

\*With Maintenance Choice, you can get a 90-day supply of maintenance medications such as drugs that treat conditions like arthritis, asthma, diabetes or high cholesterol by using either CVS Caremark Mail Service Pharmacy or a CVS Pharmacy near you. After two fills at your local retail pharmacy, you will pay the full cost of the drug if you choose to continue to receive a 30-day supply.

\*<sup>3</sup> Includes contraceptive implants and devices with no generic equivalent.

\*<sup>4</sup> Choose Generics program applies, see page 58 for additional details.

Prescription Drugs	In-Network Pharmacy	Out-of-Network Pharmacy
<b>Smoking Cessation Medications</b>		
<ul style="list-style-type: none"> <li>• up to a 180-day supply for eligible medications. See the list in <a href="#">Smoking Cessation</a>.</li> <li>• limited to two attempts to stop smoking</li> </ul>		
Retail or Mail Order Pharmacy	Plan pays 100%	Not covered
Overseas Pharmacy	Not applicable	Not covered
<b>Weight Loss Drugs</b>		
30-Day Supply at a Retail Pharmacy	Paid based on the tier of drug in the schedule	Not covered
90-Day Supply at a Mail Order Pharmacy or a CVS Pharmacy®	Paid based on the tier of drug in the schedule	Not covered

# How the Plan Works

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The Plan pays benefits for covered expenses. You must be covered by the Plan on the date when you incur a covered medical expense. The Plan does not pay benefits for expenses incurred before your coverage starts or after it ends.

## The Provider Network

The Choice POS II Network gives you the freedom to choose any doctor or other health care provider when you need medical care. How that care is covered and how much you pay out of your own pocket depend on whether the expense is covered by the Plan and whether you choose an in-network provider or an out-of-network provider.

Doctors, hospitals, and other health care providers that belong to Aetna's network are called in-network providers. The providers in the network represent a wide range of services, including:

- Primary care (general and family practitioners, pediatricians, and internists)
- Specialty care (such as Ob/Gyns, surgeons, and cardiologists)
- Health care facilities (such as hospitals, skilled nursing facilities, and diagnostic testing labs)

When they join the network, providers agree to provide services or supplies at negotiated charges.

To find an in-network provider in your area:

- **Search the directory at [www.aetna.com](http://www.aetna.com).** Follow the prompts to select the type of search you want, the area in which you want to search, and the number of miles you're willing to travel. To learn more, turn to [Online Directory](#).
- **Call Member Services.** A Member Services representative can help you find an in-network provider in your area. You can also request a printed listing of in-network providers in your area without charge. The toll-free number for Member Services is **1-800-367-6276**.

### *Primary Care*

While you are not required to choose a primary care physician (PCP), you and each covered member of your family have the option of selecting an internist, family care practitioner, general practitioner, or pediatrician (for your children) to serve as your regular PCP. Your PCP gets to know you and your health care needs, and can recommend a specialist when you need care that he or she can't provide.

### *It's Your Choice*

When you need medical care, you have a choice. You can select a doctor or facility that belongs to the network (an in-network provider) or one that does not belong (an out-of-network provider).

- **If you use an in-network provider**, you'll pay less out of your own pocket for your care. You won't have to fill out claim forms, because your in-network provider will file claims for you. In addition, your provider will make the necessary telephone call to start the precertification process if you must be hospitalized or need certain types of care. (See [Precertification](#) for more information.)

- If you use an **out-of-network provider**, you'll pay more out of your own pocket for most types of care. You'll be required to file your own claims and make the telephone call required for precertification. (See [Claims](#) and [Precertification](#) for more information.)

The [Summary of Benefits](#) shows how the Plan's level of coverage differs when you use in-network versus out-of-network providers. In most cases, you save money when you use in-network providers.

### ***When You Are Away From Home***

You or a dependent may need medical care while you are away from home. Call Member Services if this happens. A Member Services representative can help you find an in-network provider, if available in that area, and explain how the Plan will cover your care.

### ***If Your Dependent Does Not Live With You***

If your dependent lives outside your home network, call Member Services and ask if there is a Choice POS II network where the dependent lives or nearby. If your dependent is willing to travel to see in-network providers, the Plan will cover his or her medical expenses at the in-network benefit level.

If a network is not available, your dependent's expenses will be covered at the benefit level of the Traditional Choice Plan option. The DoD NAF employers offer the Traditional Choice Plan to those who live in an area where a Choice POS II network is not available. Traditional Choice allows you to select any licensed provider when you need care. Once you meet the deductible, the Plan typically pays 80% of the recognized charge for an expense, and you pay the remaining balance.

### ***For Dependents Who Live Outside of the Network Area***

Contact Member Services and inform them of any dependent who lives outside of a Choice POS II network. Member Services will document your dependent's eligibility for Traditional Choice Plan benefits.

## **Pre-certification**

Pre-certification is a process that helps you and your physician determine whether services are covered by the Plan.

Pre-certification starts with a telephone call to Member Services:

- If you use an in-network provider, your provider will make this call for you.
- If you intend to receive care from an out-of-network provider, you must make the call.

## When You Need To Precertify Care

You are responsible for getting precertification for the services in the following chart if your care will be given by an out-of-network provider.

Inpatient services and supplies	Outpatient services and supplies
<b>Stays in a hospital</b>	Applied behavior analysis
<b>Stays in a skilled nursing facility</b>	Complex imaging
<b>Stays in a rehabilitation facility</b>	Comprehensive <b>infertility</b> services
<b>Stays in a hospice facility</b>	<b>Cosmetic</b> and reconstructive <b>surgery</b>
<b>Stays in a residential treatment facility</b> for treatment of <b>mental disorders</b> and <b>substance related disorders</b>	Transportation by airplane
Inpatient services and supplies for gene-based, cellular and other innovative therapies (GCIT)	Injectables, (immunoglobulins, growth hormones, multiple sclerosis medications, osteoporosis medications, Botox, hepatitis C medications)
<b>Obesity surgery</b> (bariatric)	Outpatient services and supplies for gene-based, cellular and other innovative therapies (GCIT)
	Kidney dialysis
	Outpatient back surgery not performed in a physician's office
	Private duty nursing services
	Sleep studies
	Knee surgery
	Wrist surgery
	Transcranial magnetic stimulation (TMS)
	Partial hospitalization treatment – mental disorder and substance related disorders treatment diagnoses
	For certain drugs, covered under your medical plan or prescription drug plan, your provider needs to get approval from us before we will cover the drug. The requirement for getting approval in advance guides appropriate use of certain drugs and makes sure they are medically necessary.

Aetna will notify you, your physician, and the facility about your precertified length of stay. If your physician recommends that your stay be extended, additional days must be certified. You, your physician, or the facility will need to call Aetna at the number on your ID card no later than the final authorized day. Aetna will review and process the request for an extended stay. You and your physician will receive a copy of this letter.

### *Keep in Mind*

The Plan pays benefits only for covered medical expenses. If a service or supply you receive while confined is not covered by the Plan, benefits will not be paid for it – whether or not your confinement is certified. Expenses that are not paid, or precertification benefit reductions because a required precertification for the service(s) or supply was not obtained from Aetna will not reduce your maximum out-of-pocket limit.

### ***If You Don't Precertify or If Precertification Is Denied***

If you don't call when required, you must pay the first \$500 of covered expenses. If your request for precertification is denied, the Plan will not pay benefits for the services that were denied.

### *Keep in Mind*

Make sure all covered family members and your physician know about the Plan's precertification requirement. This is especially important in case of an emergency when you might not be able to obtain precertification for yourself.

# Coordination With Other Plans

## Effect of Another Plan on This Plan's Benefits

If you have coverage under other group plans, this Plan will coordinate the benefits it pays with the benefits paid by the other plans. This process is known as coordination of benefits (COB). The Plan's COB process ensures that total payments from all of your group plans are not greater than what this Plan would pay if it were your only coverage.

For COB purposes, other group plans include any other dental or medical coverage provided by:

- Group health care plans (whether or not the other plans are insured); and
- Auto insurance (whether or not the coverage is written on a no-fault basis), including individual medical payment coverage.

The first step in the COB process is determining which plan is primary. The primary plan pays benefits first. The secondary plan then calculates its benefits, based on its COB process.

This chart shows which plan pays first:

If . . .	Then . . .
One plan has a COB provision, and the other plan does not	The plan without a COB provision determines its benefits and pays first.
One plan covers you as a dependent and the other covers you as an employee or retiree	The plan that covers you as an employee or retiree determines its benefits and pays first.
You are eligible for Medicare and not actively working	These Medicare Secondary Payer rules apply: <ul style="list-style-type: none"><li>• The plan that covers you as a dependent of a working spouse determines its benefits and pays first.</li><li>• Medicare pays second.</li><li>• The plan that covers you as a retired employee pays third.</li></ul>
A child's parents are married or living together (whether or not married)	The plan of the parent whose birthday occurs earlier in the calendar year determines its benefits and pays first. If both parents have the same birthday, the plan that has covered the parent the longest determines its benefits and pays first. But if the other plan does not have this "parent birthday" rule, the other plan's COB rule applies.
A child's parents are separated or divorced with joint custody, and a court decree does not assign responsibility for the child's health expenses to either parent or states that both parents are responsible for the child's health coverage	The parent birthday rule described above applies.
A child's parents are separated or divorced, and a court decree assigns responsibility for the child's health expenses to one parent	The plan covering the child as the assigned parent's dependent determines its benefits and pays first.

If . . .	Then . . .
A child's parents are separated, divorced, or not living together (whether or not they have ever been married) and there is no court decree assigning responsibilities for the child's health expenses to either parent	Benefits are determined and paid in this order: <ol style="list-style-type: none"> <li>1. The plan of the custodial parent pays, then</li> <li>2. The plan of the spouse of the custodial parent pays, then</li> <li>3. The plan of the non-custodial parent pays, then</li> <li>4. The plan of the spouse of the non-custodial parent pays.</li> </ol>
You have coverage: <ul style="list-style-type: none"> <li>• As an active employee and also have coverage as a retired or laid-off employee; or</li> <li>• As the dependent of an active employee and also have coverage as the dependent of a retired or laid-off employee</li> </ul>	The plan that covers you as an active employee or as the dependent of an active employee determines its benefits and pays first.
You are covered under a federal or state right of continuation law (such as COBRA)	The plan other than the one that covers you under a right of continuation law will determine its benefits and pay first.
The above rules do not establish an order of payment	The plan that has covered you for the longest time will determine its benefits and pay first.

When the other plan pays first:

- Aetna calculates the amount this Plan would pay if it were the only coverage in place, *then subtracts*
- The benefits paid by the other plan(s).

This prevents the sum of your benefits from being more than you would receive from just this Plan.

If your other plan(s) pays benefits in the form of services rather than cash payments, the Plan uses the cash value of those services in the calculation.

### *Keep in Mind*

This Plan's prescription drug expenses are not coordinated with other prescription drug coverage. Reimbursement for a prescription drug expense can be made only from one plan. You cannot be reimbursed for the cost of a prescription drug, in whole or in part, by another plan and this Plan.

### **TRICARE**

For those covered by TRICARE:

- TRICARE is primary for active duty service members who are covered by the Plan.
- TRICARE is secondary for the dependents of active duty family members, retirees, and the dependents of retirees.

## Coordination With Medicare

### ***Plan Options for Those Who Are Eligible for Medicare***

Your Plan option choices are affected by your or your dependent's eligibility for Medicare:

- When you or any of your covered dependents who live in the 50 United States become eligible for Medicare because of age, disability or retirement status, your coverage in the Choice POS II Plan ends. When you become eligible for Medicare, you are required to have both Medicare Part A and Part B to continue to participate in the DoD NAF HBP retiree plan. Your employer requires that you and your eligible dependent have both Part A and Part B and provide them your Medicare Beneficiary Identification (MBI) no later than 3 months after the month in which you and/or your dependent:
  - turn 65 and/or become Medicare eligible. Your covered spouse turns 65, but is not eligible for Medicare as they did not meet the number of years worked; you MUST inform your NAF employer of this within those 3 months or you and/or your dependent coverage will be permanently cancelled.
  - You and/or your covered dependent has other employment AND have health insurance through this other employer; you MUST inform your NAF employer of the Part B deferment and provided the requested documentation of other health coverage within those 3 months you and/or your dependent coverage will be permanently cancelled.

### *Keep in Mind*

Under the DoD NAF HBP, the Aetna Medicare Advantage with Prescription Drug (MAPD) plan will be the only plan offered to retired members and their dependents enrolled in Medicare Parts A and B when living in the United States.

If you don't want to be enrolled in the MAPD plan offered by your NAF employer, you won't be able to remain in your current plan. If that is your decision, you and your covered dependents will no longer be able to participate in DoD NAF retiree health benefits. You must contact your NAF employer's Benefits Office to opt out.

If you opt out of the new plan, you'll lose all coverage through DoD NAF HBP plan. You and your covered dependents will no longer be able to participate in DoD NAF retiree health benefits. Please refer to [www.nafhealthplans.com/naf-retirees](http://www.nafhealthplans.com/naf-retirees) for information about this plan.

- If you are eligible for Medicare because of age, disability, or retirement status, but at least one of your covered dependents is not eligible for Medicare, they will remain in their current plan until they are eligible for Medicare. You will be enrolled in the Aetna Medicare Advantage with Prescription Drug (MAPD) plan and your covered dependents will be covered by the plan available based on address on file (either the Choice POSII Plan or Traditional Choice Plan). Please refer to [www.nafhealthplans.com/naf-retirees](http://www.nafhealthplans.com/naf-retirees) under **U.S. retirees and family members ages 65 and older** for information about this plan.
- If you are a covered spouse of a retiree and are eligible for Medicare because of age, disability, or your spouse's retirement status but your retired spouse and/or other covered dependents are not eligible for Medicare, the retiree and/or covered dependents will remain in their current plan until they are eligible for Medicare (either the Choice POSII Plan or Traditional Choice Plan). You will be enrolled in the Aetna Medicare Advantage

with Prescription Drug (MAPD) plan automatically. Please refer to [www.nafhealthplans.com/naf-retirees](http://www.nafhealthplans.com/naf-retirees) for information about this plan.

- If you and your covered dependents become eligible for Medicare because of age or disability and live in Puerto Rico, you are required to have both Medicare Part A and Part B to continue to participate in the DoD NAF HBP retiree plan. When you become eligible for Medicare, Medicare becomes your primary medical coverage under this plan. This plan is your pharmacy coverage.
- You or your dependents that qualify for Medicare will be enrolled in the Aetna Medicare Advantage with Prescription Drug (MAPD) plan by your NAF employer. If you enroll in any other Medicare Advantage plan or a Prescription Drug/Part D only plan, you will be disenrolled from the DoD NAF MAPD plan by the Centers for Medicare & Medicaid Services (CMS). CMS policy does not allow concurrent Medicare enrollments. If the enrollment in another Medicare Advantage, Medicare Advantage with Prescription Drug (MAPD) or Part D RX plan was an error on your part, you have 3 months to correct it to keep your NAF retiree coverage. If you don't want to be enrolled in the MAPD plan offered by your NAF employer, you won't be able to remain in your current plan. If that is your decision, you and your covered dependents will no longer be able to participate in DoD NAF retiree health benefits. You must contact your NAF employer's Benefits Office to opt out. Keep in mind: If you opt out of the new plan, you'll lose all coverage through DoD NAF HBP plan. You and your covered dependents will no longer be able to participate in DoD NAF retiree health benefits. If you or your dependents qualify for Medicare and do not have Medicare Part A and B within the timeframe listed above your coverage will be terminated permanently.

## ***Medicare Eligibility***

A person is considered eligible for Medicare (Part A and Part B) if he or she:

- Is eligible for, and covered by, Medicare;
- Is eligible for, but not covered by, Medicare because he or she:
  - Refused or dropped Medicare coverage; or
  - Did not make a proper request for Medicare coverage.
  - Is still working AND has health insurance through that employer (so you are deferring Part B).
  - Is a covered spouse of retiree and are not eligible for Medicare as you did not meet the number of years worked for Medicare and therefore, are not eligible for Medicare until your spouse is eligible for Medicare

For those that are Medicare eligible but continue to be enrolled in the Choice POSII plan because:

- 1) you live in Puerto Rico  
or
- 2) You and/or your covered spouse are deferring Part B because you are actively employed at another employer AND have medical coverage through that employer  
or
- 3) are a covered spouse not eligible for Medicare Part A or B (as you've not met the number of years worked for Medicare) so you are not eligible for Medicare until your retired spouse turns 65:

When you are eligible for Medicare, Aetna must determine whether this Plan or Medicare is the primary plan. All health expenses covered under this Plan will be reduced by any Medicare (Part A and Part B) benefits available for those expenses. This will be done before the health benefits of this Plan are figured.

### *Keep in Mind*

The Plan's benefits are calculated as though you have enrolled in Part B – **whether or not you've actually enrolled**. This is why it's important to enroll in Part B as soon as you become eligible for it.

### **When This Plan Is Primary**

The DoD NAF HBP is primary, and Medicare is secondary, if a covered person is eligible for Medicare and is:

- An active employee, regardless of age.
- A totally disabled employee who is:
  - Not terminated or retired; or
  - Not receiving Social Security retirement or Social Security disability benefits.
- A Medicare-eligible dependent spouse of:
  - An active employee; or
  - A totally disabled employee who is not terminated or retired.
- Any other person for whom this Plan's benefits are payable to comply with federal law.

When this Plan is the primary plan, Aetna will not take Medicare benefits into account when figuring the benefits this Plan will pay.

### **End-Stage Renal Disease**

This Plan is primary for the first 30 months after a covered person becomes eligible for Medicare due to end-stage renal disease (ESRD). The Plan will pay its benefits first, before Medicare benefits are available.

Medicare becomes the primary plan beginning with the 31st month of Medicare eligibility due to ESRD.

### **When Medicare Is Primary**

Medicare is the primary plan, and this Plan is secondary, if a covered person is eligible for Medicare and is:

- A retired employee.
- A totally disabled employee who is:
  - Terminated or retired; or
  - Receiving Social Security retirement or Social Security disability benefits.
- A Medicare-eligible dependent of:
  - A retired employee; or
  - A totally disabled employee who is terminated or retired.

- Any other dependent for whom this Plan's benefits are payable to comply with federal law.

## How Medicare Affects Your Plan Benefits

When Medicare is your primary plan, as described above, this Plan is secondary and pays benefits based on:

- **If the provider accepts Medicare assignment:** Medicare's approved amount for the service you've received; or
- **If the provider doesn't accept Medicare assignment:** Medicare's balance billing limit.

The Plan's benefit for a covered service is figured by:

- Calculating the allowable expense, depending on whether the provider accepts or does not accept Medicare assignment (see above); *then*
- Subtracting the amount payable by Medicare (even if you haven't signed up for Medicare and therefore haven't received Medicare reimbursement); *then*
- Applying the Plan's deductible and coinsurance to the allowable expense.

## *If You Reside Outside the U.S. or a U.S. Territory*

If you are eligible for Medicare, but are unable to receive Medicare benefits while residing outside the U.S., the Commonwealth of Puerto Rico, the Virgin Islands, Guam, or American Samoa, you are entitled to this Plan's benefits without a reduction for Medicare. This provision applies only to medical treatment performed outside the U.S.

You should enroll for Medicare Part B if you reside outside the U.S. or a territory. If you receive medical care in the U.S., this Plan's benefits will be calculated as if you are enrolled in Medicare Part B ... whether or not you've actually enrolled.

For dependents who are under age 65, this Plan is the primary plan that will pay benefits first.

### **Medicare Part D**

This Plan's prescription drug expenses are not coordinated with Medicare Part D prescription drug coverage. Reimbursement for a prescription drug expense can be made only from one plan. You cannot be reimbursed for the cost of a prescription drug, in whole or in part, by both Medicare Part D and this Plan.

## **Subrogation and Right of Recovery**

If you receive benefits as the result of an illness or injury caused by another party, the Plan has the right to be reimbursed for those benefits from any settlement or payment you receive from the person who caused the illness or injury. This process is called subrogation and reimbursement.

### ***Definitions***

The description of the subrogation and reimbursement process uses three terms that you need to understand:

- “third party” means any party that is, or may be, or is claimed to be responsible for illness or injuries to you. Such illness or injuries are referred to as “third party injuries.”
- “responsible party” includes any party responsible for payment of expenses associated with the care or treatment of third-party injuries.
- “you” or “your” includes anyone on whose behalf this Plan pays or provides any benefits.

### ***Right of Recovery***

When the Plan pays benefits to you for expenses incurred due to third party injuries, then the Plan retains the right to repayment of the full cost of all benefits provided by the Plan on your behalf that are associated with the third party injuries. The Plan's rights of recovery apply to any recoveries made by or on your behalf from the following sources, including but not limited to:

- Payments made by a third party or any insurance company on behalf of the third party;
- Any payments or awards under an uninsured or underinsured motorist coverage policy;
- Any Workers' Compensation or disability award or settlement;
- Medical payments coverage under any:
  - automobile policy;
  - premises or homeowners' medical payments coverage; or
  - premises or homeowners' insurance coverage; and

- Any other payments from a responsible party or another source intended to compensate you for injuries resulting from an accident or alleged negligence.

### ***When You Accept Plan Benefits***

By accepting benefits under this Plan, you specifically acknowledge the Plan's right of subrogation. When this Plan pays health care benefits for expenses incurred due to third party injuries, the Plan shall be subrogated to your right of recovery against any party to the extent of the full cost of all benefits provided by this Plan. The Plan may proceed against any party with or without your consent.

By accepting benefits under this Plan, you also specifically acknowledge the Plan's right of reimbursement. This right of reimbursement attaches to any payment received by you or your representative from any party responsible for paying for expenses associated with the care or treatment of third-party injuries. By providing any benefit under this Plan, the Plan is granted an assignment of the proceeds of any settlement, judgment, or other payment received by you to the extent of the full cost of all benefits provided by this Plan. The Plan's right of reimbursement is cumulative with and not exclusive of the Plan's subrogation right and the Plan may choose to exercise either or both rights of recovery.

By accepting benefits under this Plan, you or your representatives further agree to:

- Notify the Claims Administrator, Aetna, in writing, within 30 days of the time when notice is given to any party of the intention to investigate or pursue a claim to recover damages or obtain compensation due to third party injuries sustained by you;
- Cooperate with Aetna and its designees and do whatever is necessary to secure the Plan's rights of subrogation and reimbursement under this Plan;
- Give the Plan a first-priority lien on any recovery, settlement, judgment, or other source of compensation that may be had from any party to the extent of the full cost of all benefits associated with third party injuries provided by this Plan (regardless of whether specifically set forth in the recovery, settlement, judgment, or compensation agreement);
- Pay, as the first priority, from any recovery, settlement, judgment, or other source of compensation, any and all amounts due to the Plan as reimbursement for the full cost of all benefits associated with third party injuries paid by this Plan (regardless of whether specifically set forth in the recovery, settlement, judgment, or compensation agreement), unless otherwise agreed to by Aetna in writing;
- Do nothing to prejudice the Plan's rights as set forth above. This includes, but is not limited to, refraining from making any settlement or recovery that specifically attempts to reduce or exclude the full cost of all benefits paid by the Plan; and
- Serve as a constructive trustee for the benefits of this Plan over any settlement or recovery funds received as a result of third-party injuries.

The Plan's recovery rights under this provision are first priority rights and the Plan is entitled to reimbursement, even if such reimbursement results in a recovery to you that is insufficient to compensate you in whole or in part for your damages from a third party injury. The Plan may recover the full cost of all benefits paid by this Plan without regard to any claim of fault on your part, whether by comparative negligence or otherwise. No court costs or attorney fees may be deducted from the Plan's recovery, and the Plan and Claims Administrator are not required to pay or contribute to paying court costs or attorney's fees for the attorney hired by you to pursue your claim or lawsuit against any third party without the prior express written consent of the Claims Administrator.

### *If You Do Not Follow the Process*

In the event you or your representative fails to cooperate with the Plan and its Claims Administrator, you shall be responsible for all benefits paid by this Plan in addition to costs and attorney's fees incurred by the Plan and its Claims Administrator in obtaining repayment.

# What the Plan Covers

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In this chapter, you'll find more detailed information about the services and supplies covered by the Plan. It's important to remember that the Plan covers only services and supplies that are necessary to prevent, diagnose, or treat an illness or injury. If a service or supply is not necessary, it will not be covered, even if it is listed as a covered expense in this book.

The Plan pays benefits for covered expenses only. The benefit level and frequency for each type of covered expense is shown in the [Summary of Benefits](#).

When you have questions about coverage for a specific service or supply, contact Member Services at **1-800-367-6276**.

## Preventive Care

The Plan covers preventive care services you receive from an in-network provider. Out-of-network preventive care is **not** covered.

### *If You Have High Risk Factors*

The Plan may cover additional screenings and immunizations for those who are identified as being at a higher risk for certain diseases or conditions such as high cholesterol, tuberculosis, lead poisoning, Hepatitis B, meningitis, and pneumonia. Call Member Services if you need more information.

The [Summary of Benefits](#) shows how often the Plan will pay benefits for preventive care, and any maximums that apply.

### *Routine Physical Exams and Well Child Visits*

The Plan covers charges for a routine physical exam or well child visit given by an in-network provider. Included as part of the exam are:

- X-rays, laboratory services, and other tests given in connection with the exam;
- Immunizations for infectious diseases and the materials needed to administer the immunizations; and
- Testing for tuberculosis.

The exam must be given by a physician or under the direction of a physician.

If an exam is given to diagnose or treat a suspected or identified injury or disease, it is **not** considered a routine physical exam.

### *Routine Ob/Gynecological Exams*

The Plan covers routine ob/gynecological exams, including Pap smears and related laboratory fees.

## ***Routine Cancer Screenings***

The Plan covers:

- Routine mammograms for women age 35 and over. The Plan may cover mammograms for a woman under age 35 based on family history and the recommendation of the woman's physician.
- Digital rectal exams (DRE) and prostate specific antigen (PSA) tests for men age 40 and over.
- Lung Cancer Screenings for members age 55 and over.

Beginning at age 45, the Plan covers the following tests when recommended by your physician:

- Fecal occult blood stool test; and
- Colonoscopy, sigmoidoscopy, or double contrast barium enema.

## ***Screening and Counseling Services***

The Plan covers charges made by your primary care physician for the following in an individual or group setting:

- Obesity: screening and counseling services to help you lose weight if you are obese. Coverage includes medical nutrition therapy and nutritional counseling.
- Use of tobacco products: screening and counseling services to help you stop using tobacco products. Coverage includes visits for preventive counseling and treatment.
- Misuse of alcohol and/or drugs: screening and counseling services to help prevent or reduce the use of alcohol or controlled substances. Coverage includes preventive counseling, risk factor reduction intervention, and a structured assessment.

The Plan's preventive care coverage includes the following services for women:

- Screening and counseling services for:
  - Interpersonal and domestic violence;
  - Sexually transmitted diseases (up to two occurrences per year); and
  - Human Immunodeficiency Virus (HIV).
- High risk Human Papillomavirus (HPV) DNA testing for women age 30 and older.
- Screening for gestational diabetes.

## ***Vision and Hearing Exams***

### ***Routine Eye Exams***

The Plan covers charges for routine eye exams, which must be performed by an in-network ophthalmologist or optometrist. The Plan does **not** pay benefits for out-of-network routine eye exams.

## ***Routine Hearing Exams***

The Plan covers charges for an audiometric hearing exam when the exam is performed by:

- An in-network otolaryngologist or otologist; or
- An audiologist who:
  - Is legally qualified in audiology or holds a certificate of Clinical Competence in Audiology from the American Speech and Hearing Association; and
  - Performs the exam at the written direction of an in-network otolaryngologist or otologist.

The Plan does **not** pay benefits for out-of-network routine hearing exams.

## **Office Visits**

The Plan covers treatment by a doctor in his or her office. The Plan pays different benefits for PCP office visits and specialist office visits – refer to the [Summary of Benefits](#) for details.

## ***Walk-In Clinics***

A walk-in clinic (sometimes called a retail clinic) is a free-standing health care facility. The Plan covers visits to these clinics for non-emergency treatment of an illness or injury, and for administration of certain immunizations.

### *Keep in Mind*

A walk-in clinic is not an urgent care clinic. Refer to [Urgent and Emergency Care](#) for information about coverage for urgent care facilities.

## ***Telehealth Physician Consultations***

Telehealth provides access to a national network of U.S. board-certified doctors and pediatricians who are available on-demand 24 hours a day, 7 days a week, 365 days a year to diagnose, treat and prescribe medication (when necessary) for many medical issues via phone or online video\* consultations. Telehealth services do not replace the existing primary care **physician** relationship, but enhances it as a convenient, affordable alternative for medical care.

**Covered expenses** include:

- The charges for a Telehealth phone or video consultation with **physicians** and physician assistants for covered employees and dependents.

## **Limitations**

Unless specified above, not covered under this benefit are charges for:

- Charges for phone or video consultations with a **physician** and/or other providers unless the employer is contracted with a service providing such consultations.

\* Where permitted by law

## ***Spinal Manipulation***

The Plan covers manipulative treatment of a condition caused by (or related to) biomechanical or nerve conduction disorders of the spine. Care must be given by a physician or licensed chiropractor in the provider's office. Treatment of scoliosis, of a fracture, or before or after surgery is not covered as a spinal manipulation benefit.

## **Outpatient Diagnostic Testing**

### ***Diagnostic X-Ray and Laboratory Tests***

The Plan covers necessary X-rays, laboratory services, and pathology tests to diagnose an illness or injury.

#### ***Reminder***

It's important to use in-network providers to keep your share of the cost as low as possible. Before going to an outpatient facility for diagnostic tests, make sure that the facility is in the network. Tests done by an out-of-network facility will be covered as out-of-network care ... ***even if your tests were ordered by an in-network physician.***

### ***MRI, PET Scan, and CAT Scan***

The Plan covers complex imaging services to diagnose an illness or injury, including:

- Computerized axial tomography (CAT) scans;
- Magnetic resonance imaging (MRI); and
- Positron emission tomography (PET) scans.

# Hospital Care

## *Remember*

Hospital inpatient care must be precertified. See [Precertification](#) for more information.

**Covered services** include inpatient and outpatient **hospital** care. This includes:

- Semi-private **room and board** (Your plan will cover the extra expense of a private room when appropriate because of your medical condition.)
- Services and supplies provided by the outpatient department of a **hospital**, including the facility charge
- Services of **physicians** employed by the **hospital**
- Administration of blood and blood products

The following are not **covered services**:

- All services and supplies provided in:
  - Rest homes
  - Any place considered a person's main residence or providing mainly custodial or rest care
  - Health resorts
  - Spas
  - Schools or camps

## *Keep in Mind*

Some physicians and other providers may bill you separately for services given during your hospital stay. If you receive services from a provider who is not in the Aetna network (an out-of-network provider), the Plan will cover those services at the out-of-network benefit level, even if the hospital is an in-network hospital.

# Urgent and Emergency Care

## *Urgent Care*

The Plan covers the services of an urgent care provider to evaluate and treat an urgent condition. Urgent care providers are physician-staffed facilities offering unscheduled medical services.

## *If Your Condition Is Not Urgent*

The Plan does not cover non-urgent care in an urgent care facility. Seek care from your physician or a walk-in clinic instead.

## *Emergency Care*

The Plan covers emergency care provided in a hospital emergency room or a free-standing emergency facility. The care must be for an emergency condition.

Your coverage for **emergency services** will continue until your condition is stabilized and:

- Your attending **physician** determines that you are medically able to travel or to be transported, by non-medical or non-emergency medical transportation, to another provider if you need more care

- You are in a condition to be able to receive from the out-of-network provider delivering services the notice and consent criteria with respect to the services
- Your **out-of-network provider** delivering the services meets the notice and consent criteria with respect to the services

If you are admitted to the hospital following emergency room treatment, remember that hospital admissions must be precertified (see [Precertification](#) for details).

### *Keep in Mind*

The Plan pays a reduced benefit if you use an emergency facility when you don't need emergency care. Refer to the [Summary of Benefits](#) for more information about the penalty that applies. Please limit use of the emergency room to emergencies to avoid paying this penalty. Any covered expenses which are payable at 50% will not reduce your maximum out-of-pocket limit.

## **Ambulance Services**

An ambulance is a vehicle staffed by medical personnel and is equipped to transport an ill or injured person by ground, air, or water.

### **Emergency**

Covered services include emergency transportation when your condition is unstable and requires medical supervision and rapid transport. These emergency ambulance services are limited to transportation by a licensed ambulance:

- To the first facility to provide emergency services
- From one facility to another if the first can't provide the emergency services you need

Covered services also include non-emergency transportation when an ambulance is the only safe way to transport you. These non-emergency ambulance services are limited to transportation by a licensed ambulance:

- To the nearest facility able to treat your condition
- From a facility to your home by ground ambulance

The following are not covered services:

- Ambulance services for non-emergency transportation
- Ambulance services for routine transportation to receive outpatient or inpatient services

## **Surgery and Anesthesia**

The Plan covers the charges made by a physician for:

- Performing your surgical procedure;
- Pre-operative and post-operative visits; and
- Consultation with another physician to obtain a second opinion prior to the surgery.

## *Keep in Mind*

- You may need to have multiple surgical procedures done at the same time or during a single operating session. The Plan normally pays a lower percentage of the fees that are charged for the secondary procedure(s).  
The Plan does **not** cover any surgery that is not medically necessary, even if performed with another procedure that is necessary.  
The Plan does **not** cover separate fees for a secondary procedure that is an integral part of the surgery.
- Surgery performed by a physician who is not in the Aetna network will be covered as out-of-network care and subject to recognized charge limits . . . **even if the surgery is performed in an in-network hospital.**

## *Pre-Operative Testing*

The Plan covers outpatient testing done by a hospital, surgery center, physician, or licensed diagnostic lab before a covered surgical procedure. The tests must be:

- Related to surgery that will take place in a hospital or surgery center;
- Completed within 7 days before your surgery;
- Covered if you were confined in a hospital; and
- Included in your medical record kept by the hospital or surgery center where the surgery takes place.

The tests are covered only if they are not repeated in or by the hospital or surgery center where the surgery will take place.

## *Oral Surgery*

The Plan covers treatment of accidental injury to natural teeth and oral surgery that is considered medical-in-nature. Oral surgery that is dental-in-nature may be covered by a dental plan offered by the DoD NAF employers. Refer to the separate book describing dental coverage for more information.

## *Medical or Dental?*

Oral surgery that is medical-in-nature is typically covered by a medical plan. It involves:

- Disease of the facial bones.
- Trauma to the soft and hard tissue structures of the face and oral cavity.
- Correcting facial deformities present at birth or later.

Surgery that is dental-in-nature involves the teeth, such as:

- Bone replacement grafts.
- Surgical removal of impacted teeth.

Tooth surgery is typically covered by a dental plan.

If you aren't sure whether the dental care you need is medical- or dental-in-nature, you can call Member Services at **1-800-367-6276**.

The Plan covers:

- Hospital services and supplies.
- Services of a physician or dentist for:

- Surgery necessary to treat a fracture, dislocation, or wound;
- Surgery necessary to alter the jaw, jaw joints, or bite relationships by a cutting procedure when appliance therapy alone cannot improve function;
- Surgery necessary to cut out cysts, tumors, or other diseased tissues;
- Surgery to cut into gums and tissues of the mouth, as long as this is not done in connection with the removal, replacement, or repair of teeth; and
- Non-surgical treatment of infections or diseases not related to the teeth.

- Treatment of accidental injury to sound natural teeth or tissues of the mouth. The treatment must occur within the calendar year of the accident, or in the following calendar year. The teeth must have been free from decay or in good repair, and firmly attached to the jawbone at the time of the injury.
- The Plan's coverage of dentures, bridgework, crowns, and appliances is limited to:
  - The first denture or fixed bridgework to replace teeth lost because of the injury;
  - The first crown (cap) needed to repair each damaged tooth; and
  - An in-mouth appliance used in the first course of orthodontic treatment after the injury.

Except as described above to treat accidental injury, the Plan does **not** cover charges for services, treatment, or supplies related to the care, filling, removal, or replacement of teeth, including:

- Dental-in-nature oral surgery expenses;
- In-mouth appliances, crowns, bridgework, dentures, tooth restorations, or any related fitting, repair, restoration, or adjustment services, whether or not the purpose of those services or supplies is to relieve pain;
- Removal, repair, replacement, restoration, or repositioning of teeth lost or damaged in the course of biting or chewing; or
- Myofunctional therapy. This is muscle training therapy or training to correct or control harmful habits.

## ***Outpatient Surgery***

The Plan covers outpatient surgery in:

- A physician's or dentist's office;
- A surgery center; or
- The outpatient department of a hospital.

The Plan covers the following outpatient surgery expenses:

- Services and supplies provided by the hospital, surgery center, or physician's office on the day of the procedure;
- The operating physician's services for performing the procedure, related pre- and post-operative care, and the administration of anesthesia; and
- Services of another physician for related post-operative care and the administration of anesthesia (other than a local anesthetic).

The Plan does **not** cover the services of a physician who renders technical assistance to the operating physician.

## ***Reconstructive Surgery***

The Plan covers reconstructive and cosmetic surgery if the surgery is needed:

- To repair an accidental injury that happens while you are covered by the Plan. The surgery must be performed in the calendar year of the accident or the following calendar year.
- To correct a severe anatomical defect present at birth (or appearing after birth) if:
  - The defect has caused severe facial disfigurement or significant functional impairment; and
  - The purpose of the surgery is to improve function.
- To improve function when the treatment of an illness has resulted in severe facial disfigurement or significant functional impairment of a body part.
- As part of reconstruction following a mastectomy.

### ***Surgical Treatment of Morbid Obesity***

The Plan covers inpatient and/or outpatient charges made by a hospital or a physician for the medically necessary surgical treatment of morbid obesity. The surgery must be approved in advance by Aetna.

Coverage includes one morbid obesity surgical procedure, including related outpatient services, within a two-year period that starts with the date of the first surgical procedure to treat morbid obesity, unless a multistage procedure is planned.

#### *Keep in Mind*

- There is no coverage for surgical treatment of morbid obesity when performed at an out-of-network hospital, facility or physician.
- The Plan does not cover surgical treatment of obesity when done for cosmetic reasons.

Call Member Services at **1-800-367-6276** or refer to Aetna's Clinical Policy Bulletins (CPBs) to learn more about coverage for bariatric (weight loss) surgery. You can find the CPBs at [www.aetna.com](http://www.aetna.com).

### ***Transplants***

Aetna offers a wide range of support services to those who need a transplant or other complex medical care. If you need a transplant, you or your physician should contact Aetna's National Medical Excellence Program® at **1-877-212-8811**. A nurse case manager will provide the support and help that you and your physician need to make informed decisions about your care. Refer to [National Medical Excellence Program](#) for more information about the National Medical Excellence Program.

### **The Institutes of Excellence™ Transplant Access Network by Aetna**

The Institutes of Excellence™ (IOE) Transplant Access Network gives you access to a provider network that specializes in transplants. Each facility in the IOE network has been selected to perform only certain types of transplants, based on quality of care and successful clinical outcomes. Through the IOE Program, you can receive care for the following transplants:

The Plan covers the transplant as in-network care when it is performed in an IOE facility or another facility in the Aetna network.

### **Transplant Services**

A transplant coverage period begins at the point of evaluation for a transplant and ends on the later of:

- 180 days from the date of the transplant; or
- The date you are discharged from a hospital or outpatient facility for the admission or visit(s) related to the transplant.

The Plan covers:

### **Transplant services**

**Eligible health services** include transplant services provided by a **physician** and **hospital**. This includes the following transplant types:

- Solid organ
- Hematopoietic stem cell
- Bone marrow
- CAR-T and T-Cell receptor therapy for FDA approved treatments
- Thymus tissue for FDA-approved treatments

### **Network of transplant facilities**

The amount you will pay for covered transplant services is determined by where you get transplant services. You can get transplant services from:

- An **Institutes of Excellence™ (IOE) facility** we designate to perform the transplant you need
- A Non-IOE facility

Your cost share will be lower when you get transplant services from the IOE facility we designate to perform the transplant you need. You may also get transplant services at a non-IOE facility, but your cost share will be higher.

The National Medical Excellence Program® will coordinate all solid organ, bone marrow and CAR-T and T-Cell therapy services and other specialized care you need.

**Important note:** Many pre- and post-transplant medical services, even routine ones, are related to and may affect the success of your transplant. While your transplant care is being coordinated by the NME Program, all medical services must be managed through NME so that you receive the highest level of benefits at the appropriate facility. This is true even if the **covered service** is not directly related to your transplant.

### **Exclusions specific to transplant services**

- Services and supplies furnished to a donor when the recipient is not a covered person
- Harvesting and storage of organs, without intending to use them for immediate transplantation for your **existing illness**
- Harvesting and/or storage of bone marrow, hematopoietic stem cells or other blood cells without intending to use them for transplantation within 12 months from harvesting, for an **existing illness**

### ***Anesthesia***

The Plan covers the administration of anesthetics and oxygen by a physician (other than the operating physician or Certified Registered Nurse Anesthetist (CRNA in connection with a covered procedure.

### **Acupuncture**

The Plan covers acupuncture services given by a physician as a form of anesthesia in connection with a covered surgical procedure.

## Maternity Care

The Plan covers prenatal, delivery, and postnatal maternity care. For inpatient care of the mother and newborn child, benefits will be payable for a minimum of:

- 48 hours after a vaginal delivery; and
- 96 hours after a cesarean section.

If you and your attending physician agree to an earlier discharge from the hospital, the Plan will pay for one post-delivery home visit by a health care provider.

As required by the Newborns' and Mothers' Health Protection Act, precertification is not required for the first 48 hours of hospital confinement after a vaginal delivery or 96 hours after a cesarean delivery. Any days of confinement that exceed these time frames must be precertified. You, your doctor, or other health care provider can request precertification by calling **1-800-367-6276**.

Refer to [Women's Health Provisions](#) for more information about the Newborns' and Mothers' Health Protection Act.

### *Birthing Center*

The Plan covers prenatal, delivery, and postnatal maternity care provided by a birthing center. Postnatal care must be given within 48 hours after a vaginal delivery or 96 hours after a cesarean section.

### *Breast Feeding Support, Counseling and Supplies*

The Plan covers:

- Breast feeding assistance, training, and counseling services by a certified lactation support provider in a group or individual setting.
- Purchase of a standard (not hospital-grade) electric breast pump, if you have not purchased either a standard electric or a manual pump within the past three years. The pump must be purchased within 60 days from the date of your child's birth.
- Purchase of a manual breast pump, if you have not purchased either a standard electric or a manual pump within the past three years. The pump must be purchased within 12 months from the date of your child's birth.
- Purchase of the accessories needed to operate the breast pump.

If you use a breast pump from a prior pregnancy, the Plan covers the purchase of a new set of breast pump supplies within the first 12 months following the birth of your child.

## Alternatives to Hospital Inpatient Care

### *Remember*

These alternatives to hospital inpatient care must be precertified. See [Precertification](#) for more information.

## **Skilled Nursing Facility**

The Plan covers charges made by a skilled nursing facility for room and board and other services and supplies when you are an inpatient. Room and board charges are covered up to the facility's semi-private room rate. The Plan covers up to the private room rate only if the private room is appropriate because of an infectious illness or immune system problems. Prior inpatient hospitalization isn't required.

### *Keep in Mind*

Skilled nursing facility coverage does not include treatment of drug addiction, alcoholism, senility, mental retardation, or any other mental illness.

## **Home Health Care**

The Plan covers home health care services when ordered by a physician and given to you under a home health care plan while you are homebound. Coverage includes:

- Part-time nursing care that requires the medical training of, and is given by, a registered nurse (RN) or by a licensed practical nurse (LPN) if an RN is not available. The services must be provided during intermittent visits of four hours or less.
- Part-time home health aide services, when provided in conjunction with, and in direct support of, care by an RN or LPN. The services must be provided during intermittent visits of four hours or less.
- Medical social services by a qualified social worker, when provided in conjunction with, and in direct support of, care by an RN or LPN.
- Medical supplies, prescription drugs, and lab services given by (or for) a home health care agency. Coverage is limited to what would have been covered if you had remained in a hospital.

### *Keep in Mind*

Physical, speech, and occupational therapy given as part of a home health care plan are subject to the maximum for short-term rehabilitation shown in the Summary of Benefits.

## **Hospice Care**

The Plan covers inpatient and outpatient hospice care for a person who is terminally ill.

- Coverage includes room and board and other services and supplies when you are an inpatient in a hospice facility, hospital, or skilled nursing facility. Room and board charges are covered up to the facility's semi-private room rate.
- Charges made by a hospice care agency for:
  - Part-time or intermittent nursing care by an RN or LPN for up to eight hours in a day.
  - Part-time or intermittent home health aide services for up to eight hours in a day. These services consist mainly of caring for the patient.
  - Medical social services under a physician's direction.
  - Psychological and dietary counseling.
  - Consultation or case management services provided by a physician.
  - Physical and occupational therapy.
  - Medical supplies.

- Prescription drugs.
- Charges made by providers that are not employed by the hospice care agency, as long as the agency retains responsibility for your care, including:
  - A physician for consultation or case management.
  - A physical or occupational therapist.
  - A home health care agency for part-time or intermittent home health aide services for up to eight hours in any one day.

## ***Private Duty Nursing***

The Plan covers charges made by a Registered Nurse (RN) or Licensed Practical Nurse (LPN) for private duty nursing if a person's condition requires skilled nursing services and visiting nursing care is not enough.

The Plan pays benefits up to the maximum shown in the [Summary of Benefits](#). A "shift" consists of up to 8 hours of skilled nursing care.

The Plan's coverage of private duty nursing care includes skilled observation following:

- A change in your medication;
- Treatment of an emergency or urgent medical condition, or the onset of symptoms that indicate the need for emergency treatment;
- Surgery; or
- A hospital stay.

Coverage for skilled observation is limited to one four-hour period per day, for up to 10 days.

The private duty nursing benefit does ***not*** cover:

- Any care that does not require the education, training, and technical skills of an RN or LPN. This would include transportation, meal preparation, charting of vital signs, and companionship activities.
- Any private duty nursing care provided on an inpatient basis.
- Care provided to help a person in the activities of daily life, such as bathing, feeding, personal grooming, dressing, getting in and out of bed or a chair, or toileting.
- Any service provided only to administer oral medicines, except where the law requires medication to be administered by an RN or LPN.

## **Family Planning**

### ***Voluntary Sterilization***

The Plan covers charges made by a physician or hospital for a vasectomy or tubal ligation. The Plan does ***not*** cover the reversal of a sterilization procedure.

## **Contraception Services**

The Plan covers the following contraceptive services and supplies when obtained from, and billed by, your physician:

- Contraceptive counseling;
- Contraceptive devices, when obtained from a physician who provides insertion and removal of the drugs or device;
- Office visit for the injection of injectable contraceptives; and
- Related outpatient services such as consultations, exams, and procedures.

Other contraceptives may be covered as part of the prescription drug program. Refer to the section of this book describing the [Prescription Drug Program](#) for more information.

## **Infertility Services**

The Plan covers certain infertility services when **all** the following tests are met:

- The woman has a condition that is a demonstrated cause of infertility that was not caused by voluntary sterilization or a hysterectomy; or
  - The man has a condition that is a demonstrated cause of infertility that was not caused by voluntary sterilization and/or a vasectomy.
- The procedures are performed on an outpatient basis.
- Follicle-stimulating hormone (FSH) levels are less than 19 mIU/ml on day 3 of the menstrual cycle.
- The woman can't become pregnant through less costly treatment that is covered by the Plan.

The Plan covers the diagnosis and treatment of the underlying cause of infertility, including:

- Initial evaluation, including history, physical exam, and laboratory studies performed at an appropriate laboratory;
- Evaluation of ovulatory function;
- Endometrial biopsy;
- Ultrasound of ovaries at an appropriate in-network radiology facility; and
- Post-coital test.

If you are eligible for infertility services, the Plan covers the following, up to the maximum shown in the [Summary of Benefits](#), when provided by an in-network infertility specialist:

- Monitoring of ovulation induction with ovulatory stimulant drugs; and
- Intrauterine insemination.

## **Infertility Service Limits**

The Plan does **not** cover:

- Infertility services for couples in which one of the partners has had a previous sterilization procedure, with or without surgical reversal.
- Reversal of a sterilization procedure.

- Advanced reproductive therapies – in vitro fertilization (IVF), gamete intra-fallopian transfer (GIFT), zygote intra-fallopian transfer (ZIFT), cryopreserved embryo transfers, intra-cytoplasmic sperm injection (ICSI), and ovum microsurgery.
- Purchase of donor sperm.
- Storage of sperm.
- Purchase of donor eggs.
- Care of the donor required for donor egg retrievals or transfers.
- Cryopreservation or storage of cryopreserved eggs or embryos.
- All charges associated with gestational carrier programs, for either the covered person or the gestational carrier.
- Home ovulation prediction kits.
- Infertility services for covered women with FSH levels 19 or greater mIU/ml on day 3 of the menstrual cycle.
- Infertility services that are not reasonably likely to be successful.
- Prescription drugs, including injectable infertility drugs.

**Note:** while not covered as a medical expense, oral and injectable drugs to treat infertility may be covered by the prescription drug program if you have been approved for infertility treatment.

- Services received by a spouse or partner who is not covered by the Plan.

## Other Covered Services and Supplies

### *Acupuncture Therapy*

The Plan covers acupuncture therapy to treat the following conditions, when necessary and performed by a physician:

- Chronic headaches (for example: migraines)
- Myofascial complaints (for example: neck and lower back pain)
- Neuritis
- Osteoarthritis
- Post-therapeutic neuralgia
- Rheumatoid arthritis
- Sciatica
- Tic douloureux

#### *Keep in Mind*

Acupuncture therapy is covered only when performed by a physician. If performed under the direction of a physician, but not by a physician, the therapy is not covered.

### *Durable Medical and Surgical Equipment*

The Plan covers the rental of durable medical and surgical equipment. Examples include wheelchairs, crutches, hospital beds, and oxygen for home use. The Plan covers only one item for the same (or a similar) purpose, plus the accessories needed to operate the item.

Instead of rental, the Plan may cover the purchase of equipment if:

- It either can't be rented or would cost less to purchase than to rent; and
- Long-term use is planned.

The Plan also covers the repair of this equipment when necessary. Maintenance and repairs needed because of misuse or abuse of the equipment are **not** covered.

Replacement is covered if you show Aetna that the repair is needed because of a change in your physical condition, or if it is likely to cost less to purchase a replacement than to repair existing equipment or rent similar equipment.

### ***Experimental or Investigational Services***

In general, the Plan does **not** cover drugs, devices, treatments, or procedures that are experimental or investigational. There are, however, some situations where the Plan will cover charges made for experimental or investigational drugs, devices, treatments, or procedures “under an approved clinical trial” only when you have cancer or a terminal illness, and all of the following conditions are met:

- You have been diagnosed with cancer or a condition likely to cause death within one year;
- Standard therapies have not been effective or are inappropriate;
- Aetna determines, based on published, peer-reviewed scientific evidence that you may benefit from the treatment; and
- You are enrolled in a clinical trial that meets these criteria.

An “approved clinical trial” is a clinical trial that meets these criteria:

- The FDA has approved the drug, device, treatment, or procedure to be investigated or has granted it investigational new drug (IND) or Group C/treatment IND status. This requirement does not apply to procedures and treatments that do not require FDA approval.
- The clinical trial has been approved by an institutional review board that will oversee the investigation;
- The clinical trial is sponsored by the National Cancer Institute (NCI) or similar national organization (such as the U.S. Food and Drug Administration or the Department of Defense) and conforms to NCI standards;
- The clinical trial is takes place at an NCI-designated cancer center or takes place at more than one institution; and
- You are treated in accordance with the protocols of that study.

Covered expenses include charges made by a provider for “routine patient costs” furnished in connection with your participation in an “approved clinical trial” for cancer or other life-threatening disease or condition, as those terms are defined in the federal Public Health Service Act, Section 2709.

### **Limits:**

The Plan does not cover:

- Services and supplies related to data collection and record-keeping that is solely needed due to the clinical trial (i.e., protocol-induced costs);
- Services and supplies provided by the trial sponsor without charge to you; and

The experimental intervention itself (except medically necessary Category B investigational devices and promising experimental or investigational interventions for terminal illnesses in certain clinical trials in accordance with Aetna’s claim policies).

Call Member Services at **1-800-367-6276** if you have questions about the Plan's coverage for care your physician has recommended. You can also find information in Aetna's Clinical Policy Bulletins (CPBs) at [www.aetna.com](http://www.aetna.com).

### **Gene-based, cellular and other innovative therapies (GCIT)**

**Covered services** include GCIT provided by a **physician, hospital or other provider**.

**Covered services** for GCIT include:

- Cellular immunotherapies.
- Genetically modified oncolytic viral therapy.
- Other types of cells and tissues from and for use by the same person (autologous) and cells and tissues from one person for use by another person (allogenic) for certain therapeutic conditions.
- All human gene therapy that seeks to change the function of a gene or alter the biologic properties of living cells for therapeutic use. Examples include therapies using:
  - Luxturna® (Voretigene neparvovec)
  - Zolgensma® (Onasemnogene abeparvovec-xioi)
  - Spinraza® (Nusinersen)
    - Products derived from gene editing technologies, including CRISPR-Cas9.
    - Oligonucleotide-based therapies. Examples include:
  - Antisense. An example is Spinraza.
  - siRNA.
  - mRNA.
  - microRNA therapies.

### **Facilities/providers for gene-based, cellular and other innovative therapies**

We designate facilities/**providers** to provide GCIT services or procedures. GCIT **physicians, hospitals and other providers** are GCIT-designated facilities/**providers** for Aetna and CVS Health.

#### **Important note:**

You must get GCIT **covered services** from the GCIT-designated facility/**provider**. If there are no GCIT- designated facilities/**providers** assigned in your local network, we will arrange for and coordinate your care at a GCIT-designated facility/**provider**. If you do not get your GCIT services at the facility/**provider** we designate, they will not be **covered services**.

The following are not **covered services** unless you receive prior written approval from us:

- GCIT services received at a facility or with a **provider** that is not a GCIT-designated facility/**provider**
- All associated services when GCIT services are not covered. Examples include infusion, laboratory, radiology, anesthesia, and nursing services.

Please refer to the *How your plan works – Medical necessity, referral and precertification requirements* section.

### **Key Terms**

To help you understand this section, here are some key terms we use.

#### **Cellular**

Relating to or consisting of living cells.

## **GCIT**

Any services that are:

- Gene-based
- Cellular and innovative therapeutics

We call these “GCIT services”.

They have a basis in genetic/molecular medicine and are not covered under the Institutes of Excellence (IOE) programs.

## **Gene**

A unit of heredity which is transferred from a parent to child and is thought to determine some feature of the child.

## **Molecular**

Relating to or consisting of molecules. A molecule is a group of atoms bonded together, making the smallest vital unit of a chemical compound that can take part in a chemical reaction.

## **Therapeutic**

A treatment, therapy, or drug meant to have a good effect on the body or mind; adding to a sense of well-being.

## ***Hearing Aids***

The Plan covers hearing aids, including hearing aid evaluations and audiometric exams, up to the maximum shown in the [Summary of Benefits](#). The hearing aid must be installed in accordance with a prescription written during an audiometric exam.

## **Limits**

The Plan does not cover:

- Replacement of lost, stolen, or broken hearing aids; or
- Repairs, batteries, or replacement parts.

### ***Keep in Mind***

You can maximize the Plan’s benefits for hearing exams and hearing aids by taking advantage of the discounts offered through the Aetna Hearing<sup>SM</sup> discount program. Visit Aetna Navigator at [www.aetna.com](http://www.aetna.com) for more information about the hearing discount program. Even if you’ve used up your hearing aid maximum, you are still eligible for the discounts.

## ***Outpatient Short-Term Rehabilitation***

### **Physical, Occupational, and Speech Therapy**

The Plan covers short-term outpatient rehabilitation therapy to improve a body function lost as the result of an illness, injury, or congenital defect. The treatment must be:

- Provided by a physician or a licensed or certified physical, occupational, or speech therapist.
- Part of a treatment plan.

The Plan limits benefits for all rehabilitation therapy to the maximum shown in the [Summary of Benefits](#).

Covered expenses include services for:

- **Physical therapy** expected to significantly improve, develop, or restore physical functions that were lost or impaired because of an acute illness, injury, or surgical procedure.

The Plan's coverage of physical therapy does not include educational training or services designed to develop physical function.

- **Occupational therapy** expected to:

- Significantly improve, develop, or restore physical functions lost or impaired because of an acute illness, injury, or surgical procedure; or
- Relearn skills to improve independence in the activities of daily living.

The Plan's coverage of occupational therapy does not include educational training or services designed to develop physical function.

- **Speech therapy:**

- To restore the loss of speech function or correct a speech impairment resulting from disease, injury; or
- To treat delays in the development of speech function that are the result of a gross anatomical defect present at birth (for example: a cleft palate or a cleft lip).

Speech function is the ability to express thoughts, speak words, and form sentences.

Speech impairment is difficulty with expressing thoughts with spoken words.

## ***Prescription Eyewear***

The Plan covers charges for eyeglasses (lenses and frames) and contact lenses, up to the maximum shown in the [Summary of Benefits](#). The eyewear must be prescribed by a legally qualified ophthalmologist or optometrist. The allowance applies to any combination of medically necessary prescription eyewear.

## **Limits**

The Plan does not cover the charges made for:

- Special supplies such as nonprescription sunglasses and subnormal vision aids;
- Anti-reflective coatings or tinting; or
- Lenses and frames furnished or ordered because of an eye exam that was done before the date you become covered.

### ***Keep in Mind***

You can make the most of your benefits by taking advantage of the Aetna Vision<sup>SM</sup> discount program. When you visit a participating provider, you have access to discounts on eyeglasses and contact lenses to help stretch your eyewear allowance. You can also save on eye care services such as LASIK surgery (even though LASIK surgery is not covered by the Plan). For more information, go to [www.aetna.com](http://www.aetna.com) and log on to Aetna Navigator.

## ***Prosthetic Devices***

A prosthetic device is a device that temporarily or permanently replaces all or part of an external body part lost or impaired as a result of illness, injury or congenital defects.

**Covered services** include the initial provision and subsequent replacement of a prosthetic device that your **physician** orders and administers.

Coverage includes:

- Instruction and other services (such as attachment or insertion) so you can properly use the device
- Repairing or replacing the original device you outgrow or that is no longer appropriate because your physical condition changed
- Replacements required by ordinary wear and tear or damage

You may receive a prosthetic device as part of another covered service and therefore it will not be covered under this benefit.

The following are not covered services:

- Instruction and other services (such as attachment or insertion) so you can properly use the device
- Orthopedic shoes and therapeutic shoes, unless the orthopedic shoe is an integral part of a covered leg brace
- Trusses, corsets, and other support items
- Repair and replacement due to loss, misuse, abuse or theft

## Women's Health Provisions

Federal law affects how certain health conditions are covered by the Plan. Your rights under these laws are described here.

### *The Newborns' and Mothers' Health Protection Act*

Maternity hospital stays under the Plan will be covered for a minimum of 48 hours following a vaginal delivery, or 96 hours for a cesarean section delivery. The Plan may pay for a shorter stay if the attending provider (physician, nurse midwife, or physician's assistant) discharges the mother or newborn earlier, after consulting with the mother.

Under the Newborns' and Mothers' Health Protection Act:

- The level of benefits for any portion of the hospital stay that extends beyond 48 hours (or 96 hours) cannot be less favorable to the mother or newborn than the earlier portion of the stay.
- The Plan cannot require precertification for a stay of up to 48 or 96 hours, as described above. Stays beyond those times must be precertified; see [Precertification](#) to learn more about the precertification process.

### *The Women's Health and Cancer Rights Act*

The Women's Health and Cancer Rights Act requires the Plan to cover these procedures after a woman's medically necessary mastectomy:

- Reconstruction of the breast on which a mastectomy has been performed;
- Surgery and reconstruction of the other breast to create a symmetrical (balanced) appearance;

- Prostheses; and
- Treatment of physical complications of all stages of mastectomy, including lymphedema.

If you have a question about the Plan's coverage of mastectomies and reconstructive surgery, call Member Services at **1-800-367-6276**.

# Behavioral Health Care

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The Plan includes coverage for behavioral health care. You receive a higher level of benefits for inpatient and outpatient mental health and alcohol or substance abuse treatment that is given by a behavioral health provider in the Aetna network. Out-of-network care is covered, too, but at a lower level of benefits. Refer to the [Summary of Benefits](#) for a comparison of in-network and out-of-network behavioral health care benefits.

## ***Inpatient Care***

### *Keep in Mind*

Inpatient care, partial hospitalizations and outpatient treatment must be precertified. See [Precertification](#) for more information.

The Plan covers inpatient services in a hospital, psychiatric hospital, or residential treatment center when your condition requires services that are available only in an inpatient setting. Coverage includes:

- Room and board charges, up to the facility's semi-private room rate; and
- Other necessary services and supplies.

## ***Partial Confinement Treatment***

**Covered expenses** include charges made for **partial confinement treatment** provided in a facility or program for the intermediate short-term or medically-directed intensive treatment of a **mental disorder**. Such benefits are payable if your condition requires services that are only available in a **partial confinement treatment** setting.

## ***Outpatient Treatment***

**Covered expenses** include charges for treatment received while not confined as a full-time inpatient in a **hospital, psychiatric hospital or residential treatment facility**.

The plan covers partial **hospitalization** services (more than 4 hours, but less than 24 hours per day) provided in a facility or program for the intermediate short-term or medically-directed intensive treatment. The partial **hospitalization** will only be covered if you would need inpatient care if you were not admitted to this type of facility.

## ***Outpatient Treatment***

The Plan also covers the treatment of mental disorders or alcohol or substance abuse on an outpatient basis.

## ***Treatment of Substance Abuse***

**Covered expenses** include charges made for the treatment of **substance abuse** by **behavioral health providers**.

### **Important Note**

Not all types of services are covered. For example, educational services and certain types of therapies are not covered. See *Medical Plan Exclusions* for more information.

## **Inpatient Treatment**

This Plan covers room and board at the semi-private room rate and other services and supplies provided during your stay in a psychiatric hospital or residential treatment facility, appropriately licensed by the state Department of Health or its equivalent.

Coverage includes:

- Treatment in a hospital for the medical complications of substance abuse.
- “Medical complications” include detoxification, electrolyte imbalances, malnutrition, cirrhosis of the liver, delirium tremens and hepatitis.
- Treatment in a hospital is covered only when the hospital does not have a separate treatment facility section.

### **Important Reminder**

Inpatient care, partial hospitalizations and outpatient treatment must be precertified by Aetna. Refer to *How the Plan Works* for more information about precertification.

## **Outpatient Treatment**

Outpatient treatment includes charges for treatment received for substance abuse while not confined as a full-time inpatient in a hospital, psychiatric hospital or residential treatment facility.

This Plan covers partial hospitalization services (more than 4 hours, but less than 24 hours per day) provided in a facility or program for the intermediate short-term or medically-directed intensive treatment of alcohol or drug abuse. The partial hospitalization will only be covered if you would need inpatient treatment if you were not admitted to this type of facility.

## **Partial Confinement Treatment**

Covered expenses include charges made for partial confinement treatment provided in a facility or program for the intermediate short-term or medically-directed intensive treatment of substance abuse.

Such benefits are payable if your condition requires services that are only available in a partial confinement treatment setting.

### **Important Reminders:**

- Inpatient care, partial hospitalizations and outpatient treatment must be precertified by Aetna. Refer to *How the Plan Works* for more information about precertification.
- Please refer to the *Schedule of Benefits* for any copayments/deductibles, maximums, payment limits or maximum out-of-pocket limits that may apply to your substance abuse benefits.

## **Habilitation therapy services**

Habilitation therapy services are services that help you keep, learn, or improve skills and functioning for daily living (e.g. therapy for a child who isn't walking or talking at the expected age).

**Eligible health services** include habilitation therapy services your **physician** prescribes. The services have to be performed by:

A licensed or certified physical, occupational or speech therapist

A **hospital, skilled nursing facility, or hospice facility**

A **home health care agency**

A **physician**

Habilitation therapy services have to follow a specific treatment plan, ordered by your physician.

### **Outpatient physical, occupational, and speech therapy**

**Eligible health services** include:

Physical therapy (except for services provided in an educational or training setting), if it is expected to develop any impaired function.

Occupational therapy (except for vocational rehabilitation or employment counseling or services provided in an educational or training setting), if it is expected to develop any impaired function

Speech therapy (except for services provided in an educational or training setting or to teach sign language) is covered provided the therapy is expected to develop speech function as a result of delayed development  
(Speech function is the ability to express thoughts, speak words and form sentences.)

### **Autism spectrum disorder**

Autism spectrum disorder is defined in the most recent edition of the *Diagnostic and Statistical Manual of Mental Disorders* (DSM) of the American Psychiatric Association.

**Covered services** include services and supplies provided by a **physician** or **behavioral health provider** for:

- The diagnosis and treatment of autism spectrum disorder
- Physical, occupational, and speech therapy associated with the diagnosis of autism spectrum disorder

### **Applied behavior analysis**

**Eligible health services** include certain early intensive behavioral interventions such as Applied Behavior Analysis. Applied Behavior Analysis is an educational service that is the process of applying interventions:

That systematically change behavior, and

That is responsible for observable improvements in behavior.

#### **Important note:**

Applied behavior analysis requires **precertification** by Aetna. The **network provider** is responsible for obtaining **precertification**. [You are responsible for obtaining **precertification** if you are using an **out-of-network provider**.]

# Prescription Drug Program

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The prescription drug program covers prescription drugs that are to be taken on an outpatient basis.

You have three ways to fill a prescription:

- At a retail pharmacy;
- By mail order through CVS Caremark® Mail Service Pharmacy; or
- Through CVS Specialty®.

Your copays for prescription drugs are shown in the [Summary of Benefits](#).

## Four Tiers of Coverage

The prescription drug program has four copay levels for covered prescriptions:

- Tier One – generic drugs
- Tier Two – brand name drugs that are on the Preferred Drug List
- Tier Three – brand name drugs that are not on the Preferred Drug List
- Tier Four – specialty drugs available through CVS Specialty

Once you meet the deductible, you pay the Tier One copay when your doctor prescribes a generic drug or you ask your pharmacist to substitute a generic drug for a brand name drug, when available. A generic drug is a prescription drug that is not protected by trademark registration. It is produced and sold under its chemical name.

The Tier Two and Tier Three copays apply to brand name drugs. A brand name drug is a prescription drug that is protected by trademark registration. It is sold under the trade name given to it by the pharmaceutical company. Whether you pay the Tier Two or Tier Three copay depends on whether the brand name drug is on Aetna's Preferred Drug List:

- The deductible and Tier Two copay applies to brand name drugs that are on Aetna's Preferred Drug List.
- The deductible and Tier Three copay applies to brand name drugs that are not on the list.

Tier Four copays apply to specialty medications, after you have met your deductible. Specialty medications are generally oral, topical, inhaled, or injected medicines that require special shipping and handling (such as refrigeration). CVS Specialty fills prescriptions for specialty drugs.

The Preferred Drug List is a list of prescription drugs that have been:

- Approved by the FDA as safe and effective; and
- Evaluated and selected by Aetna pharmacists based on their overall ability to meet members' needs at a reasonable cost.

You can find Aetna's Preferred Drug List online at [www.aetnapharmacy.com](http://www.aetnapharmacy.com). Select current year and Aetna Standard plans, click on continue, then choose *Aetna Standard Plan drug*.

Your pharmacy benefits plan includes thousands of drugs – too many to list. So, your main drug list contains only the most commonly prescribed drugs.

For current Aetna members, to check coverage and copay information for a specific medicine log in to your secure member website. You can also call Member Services at **1-800-367-6276** to request a printed copy of the list without charge.

### *Lowering Your Copay*

By law, generic and brand name drugs must meet the same standards for safety, purity, strength, and effectiveness. You can reduce your copay by using a generic drug (Tier One) or a brand-name drug that appears on the Preferred Drug List (Tier Two). Your copay will be highest if your physician prescribes a brand-name drug that does not appear on the Preferred Drug List (Tier Three).

If your physician prescribes a covered **brand-name prescription drug** where a **generic prescription drug** equivalent is available, you will be responsible for the cost difference between the **brand-name prescription drug** and the **generic prescription drug** equivalent, plus the applicable cost sharing. This copay amount will not apply to your out of pocket limit.

**Eligible health services** that are subject to the **deductible** include **prescription drug eligible health services** provided under the medical plan **prescription drug plan**.

**Eligible health services** that are subject to the **maximum out-of-pocket limit** include **eligible health services** provided under the medical plan and the outpatient **prescription drug plan**.

## **Retail Pharmacy**

### *In-Network Pharmacy*

You may fill your prescription for up to a 30-day supply at a pharmacy that belongs to Aetna's pharmacy network. Show your ID card and pay the deductible and copay shown in the [Summary of Benefits](#) at the time of your purchase. There are no claim forms to fill out.

You can find a list of in-network pharmacies at [www.aetna.com](http://www.aetna.com). You can also call **1-800-367-6276**. A Member Services representative can help you find an in-network pharmacy in your area.

### *Keep in Mind*

Prescriptions filled at an out-of-network pharmacy in the 50 states are **not** covered by the Plan.

## **Mail Order Prescriptions – CVS Caremark® Mail Service Pharmacy**

Use the mail order program to save on medications you need on a regular, long-term basis. You may order up to a 90-day supply through CVS Caremark® Mail Service Pharmacy, Aetna's mail order drug service. You enjoy the convenience of home delivery, and you'll pay less for your prescription than you would at your local pharmacy.

To order by mail, send your original prescription, together with an order form and a check, money order, or credit card number for the applicable copayment to Aetna. Order forms are available online through the Member secure site on [www.aetna.com](http://www.aetna.com) under **Pharmacy**. You can also contact your Human Resources Office or call Member Services for forms.

Refills are simple, too. When you receive your original prescribed medication from the mail service program, you will receive refill information. You can order refills by mail, by phone, or online on the Member secure site at [www.aetna.com](http://www.aetna.com) under **Pharmacy**.

### *Extended Overseas Travel*

You can arrange to get a 6-month supply of your prescription drugs by contacting Aetna Pharmacy Management at **1-800-238-6279**. This process takes 2 to 4 weeks, so call as soon as possible.

## **CVS Specialty®**

Specialty medications help people who have chronic conditions. The medications may require special storage and handling, and sometimes cause side effects that must be watched carefully. In order for your specialty medications to be covered under the Plan, you must fill them from CVS Specialty.

CVS Specialty fills prescriptions for specialty medications and offers support for patients with chronic medical conditions. A team of patient care coordinators, pharmacists, and RNs is available 24 hours a day, 7 days a week to monitor your therapy, make sure you take the drug just as your doctor has prescribed, and help you find ways to cope with your condition.

CVS Specialty supports patients with chronic conditions such as:

■ Asthma	■ Growth hormone deficiency	■ Osteoporosis
■ Blood disorders	■ Hepatitis	■ Psoriasis
■ Cancer	■ HIV/AIDS	■ Pulmonary disease
■ Chronic renal failure	■ Infertility	■ Rheumatoid arthritis
■ Cystic fibrosis	■ Multiple sclerosis	■ Transplants

Ordering medications from CVS Specialty is easy:

To order prescription medications through the network specialty pharmacy:

- e-Prescribe NCPDP ID 1466033
- Fax your prescription to **1-800-323-2445**
- Call us at **1-800-237-2767**

Refer to the [Summary of Benefits](#) for information about your deductible and copay for specialty medications. Your medications will usually be shipped to you within 24-48 hours. A welcome packet in your first delivery will tell you about the services offered by CVS Specialty Pharmacy, explain how to order refills, and provide important contact information. All prescription refills after the first fill of a specialty medication must be filled through CVS Specialty Pharmacy. The plan will not cover specialty medications received through a retail or mail order pharmacy after the first fill.

## **Covered Drugs**

***The Plan covers:***

- Federal legend drugs (drugs that require a label stating: "Caution: Federal law prohibits dispensing without prescription") or any other drug that under the applicable state law may be dispensed only upon the written prescription of a physician.
- Compounded medication, of which at least one ingredient is a federal legend drug.  
**Note:** The prescription drug program does not cover compound drugs containing bulk ingredients, even if one of the other ingredients is a covered benefit.

- Contraceptives:
  - Oral contraceptives;
  - Injectable contraceptives such as Depo-Provera; and
  - Patches and rings.
- Oral and injectable fertility drugs.
- Over-the-counter diabetic supplies.

### ***Diabetic supplies***

- **Covered services** include but are not limited to the following:
  - Alcohol swabs
  - Blood glucose calibration liquid
  - Diabetic syringes, needles and pens
  - Continuous glucose monitors
  - Insulin infusion disposable pumps
  - Lancet devices and kits
  - Test strips for blood glucose, ketones, urine
  - Blood glucose meters and insulin pumps

See the *Diabetic services, supplies, equipment, and self-care programs* section for medical **covered services**.

### ***Weight loss drugs***

**Covered services** include **prescription** drugs used only for the purpose of weight loss. These are sometimes called anti-obesity agents. You must have a **prescription** and get it filled at a network pharmacy.

You must be diagnosed with morbid obesity by your **provider**, including a physical exam and outpatient diagnostic lab work, and with one of the other medical conditions listed here:

- Morbid obesity
- Obesity with one or more of the following obesity-related risk factors:
  - Coronary artery disease
  - Dyslipidemia (LDL and HDL cholesterol, triglycerides)
  - Hypertension
  - Obstructive sleep apnea
  - Type 2 diabetes mellitus

### ***Contraceptives***

**Covered expenses** include charges made by a network **pharmacy** for the following contraceptive methods when prescribed by a **prescriber** and the **prescription** is submitted to the pharmacist for processing:

- Female oral and injectable contraceptives that are **generic prescription drugs** and **brand-name prescription drugs**.
- Female contraceptive devices.
- FDA-approved female generic emergency contraceptives; and
- FDA-approved female generic over-the-counter (OTC) contraceptives.

**Important Note:**

This Plan does not cover all contraceptives. For a current listing, contact Member Services by logging onto the Aetna website at [www.aetna.com](http://www.aetna.com) or calling the toll-free number on the back of the ID card.

Contraceptives can be paid either under your medical plan or pharmacy plan depending on the type of expense and how and where the expense is incurred. Benefits are paid under your medical plan for female contraceptive prescription drugs and devices (including any related services and supplies) when they are provided, administered, or removed, by a **physician** during an office visit.

Refer to the *Copay and Deductible Waiver* section of your *Schedule of Benefits* for cost-sharing information.

**Important Notes:**

- The Copay and Deductible Waiver does not apply to contraceptive methods that are:
  - brand-name prescription drugs;
  - FDA-approved female brand-name emergency contraceptives.
  - FDA-approved female brand-name over-the-counter (OTC) contraceptives.

However, the Copay and Deductible Waiver does apply when:

- such contraceptive methods are not available within the same therapeutic drug class; or
- a generic equivalent, or generic alternative, within the same therapeutic drug class is not available; and
- you are granted a medical exception. Refer to *Medical Exceptions* in the *Precertification* section for information on how you or your prescriber can obtain a medical exception.

2. A *generic equivalent* contains the identical amounts of the same active ingredients as the brand-name prescription drug or device. A *generic alternative* is used for the same purpose, but can have different ingredients or different amounts of ingredients.

**Preventive Care Drugs and Supplements:** Covered expenses include preventive care drugs and supplements (including over-the-counter drugs and supplements) obtained at a network pharmacy. They are covered when they are:

- prescribed by a physician;
- obtained at a pharmacy; and
- submitted to a pharmacist for processing.

The preventive care drugs and supplements covered under this Plan include, but may not be limited to:

- Aspirin: Benefits are available to adults.
- Oral Fluoride Supplements: Benefits are available to children whose primary water source is deficient in fluoride.
- Folic Acid Supplements: Benefits are available to adult females planning to become pregnant or capable of pregnancy.

- Iron Supplements: Benefits are available to children without symptoms of iron deficiency. Coverage is limited to children who are at increased risk for iron deficiency anemia.
- Vitamin D Supplements: Benefits are available to adults to promote calcium absorption and bone growth in their bodies.
- Risk-Reducing Breast Cancer Prescription Drugs: Covered medical expenses include charges incurred for generic prescription drugs prescribed by a physician for a woman who is at increased risk for breast cancer and is at low risk for adverse medication side effects.

Coverage of preventive care drugs and supplements will be subject to any sex, age, medical condition, family history, and frequency guidelines in the recommendations of the United States Preventive Services Task Force.

**Important Note:**

For details on the guidelines and the current list of covered preventive care drugs and supplements, contact your physician or Member Services by logging onto the Aetna website [www.aetna.com](http://www.aetna.com) and Aetna Navigator, or at **1-800-367-6276**.

***Anti-cancer drugs taken by mouth, including chemotherapy drugs***

**Covered services** include any drug prescribed for cancer treatment. The drug must be recognized for treating cancer in standard reference materials or medical literature even if it isn't approved by the FDA for this treatment.

***Immunizations***

**Covered services** include preventive immunizations as required by the ACA when given by a network pharmacy. You can find a participating network pharmacy by contacting us. Check with the pharmacy before you go to make sure the vaccine you need is in stock. Not all pharmacies carry all vaccines.

***Refills***

Refills of prescriptions are covered, subject to the terms of the prescription drug program and the following rules:

- **For a 1- to 9-day supply:** at least 50% of the prior prescription or refill has been used. (This is for short-term therapy drugs such as antibiotics.)
- **For a 10- to 30-day supply:** at least 75% of the prior prescription or refill has been used.
- **For mail order drugs using CVS Caremark® Mail Service Pharmacy:** at least 60% of the prior prescription or refill has been used.

***Smoking Cessation***

The Plan covers up to a 180-day supply of the following FDA medications that can ease withdrawal symptoms and help you stop smoking:

■ Bupropion SR	■ Nicotine nasal spray
■ Nicotine gum	■ Nicotine patch
■ Nicotine inhaler	■ Varenicline
■ Nicotine lozenge	

You must have a prescription from your doctor for the medication. Coverage is limited to two attempts to stop smoking.

*Keep in Mind*

The Plan covers up to eight smoking cessation counseling sessions per calendar year. Refer to the [Summary of Benefits](#) for more information.

# What the Plan Does Not Cover

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The Plan does not cover all medical expenses; certain expenses are excluded. The list of excluded expenses in this chapter is representative, not comprehensive. Just because a service or supply is not listed here does not mean that it will be covered by the Plan.

## General Exclusions

The Plan does **not** cover charges:

- For any item or service that is primarily for the personal comfort and convenience of you or a third party.
- For care, treatment, services, or supplies:
  - Given by an unlicensed provider; or
  - Outside the scope of the provider's license.
- For care, treatment, services, or supplies not prescribed, recommended, or approved by a physician or dentist.
- For drugs, devices, treatments, or procedures that are experimental or investigational, except as described in [Experimental or Investigational Services](#).
- For services and supplies Aetna determines are not necessary for the diagnosis, care, or treatment of the disease or injury involved – even if they are prescribed, recommended, or approved by a physician or dentist.
- For services given by volunteers or persons who do not normally charge for their services.
- For services and supplies provided as part of treatment or care that is not covered by the Plan.
- For services and supplies provided in school, college, or camp infirmaries.
- For services and supplies that are associated with injuries, illnesses, or conditions suffered due to the acts or omissions of a third party, as determined by Aetna or its authorized representative.
- For services, supplies, medical care, or treatment given by members of your immediate family (your spouse, domestic partner, child, step-child, brother, sister, in-law, parent, or grandparent) or your household.
- Incurred before the date coverage starts or after the date coverage ends.
- In excess of the negotiated charge for a service or supply given by an in-network provider.
- In excess of the recognized charge for a service or supply given by an out-of-network provider.
- Made only because you have health coverage or that you are not legally obligated to pay.
- Related to employment or self-employment. This includes injuries that arise out of (or in the course of) any work for pay or profit.
- Resulting from a felony that you commit or attempt to commit.

## Expenses That Do Not Apply to Your Out-of-Pocket Limit

Certain covered expenses do not apply toward your plan **out-of-pocket** limit. These include:

- Charges over the recognized charge;

- Non-covered expenses;
- Any covered expenses which are payable by Aetna at 50%;
- Expenses incurred for non-urgent use of an urgent care provider; and
- Expenses that are not paid, or precertification benefit reductions because a required precertification for the service(s) or supply was not obtained from Aetna.

## ***Behavioral health treatment***

Services for the following based on categories, conditions, diagnoses or equivalent terms as listed in the most recent version of the *Diagnostic and Statistical Manual of Mental Disorders* (DSM) of the American Psychiatric Association:

- **Stay** in a facility for treatment for dementia and amnesia without a behavioral disturbance that necessitates mental health treatment
- School and/or education service, including special education, remedial education, wilderness treatment programs, or any such related or similar programs
- Services provided in conjunction with school, vocation, work or recreational activities
- Transportation
- Sexual deviations and disorders except for gender identity disorders
- Tobacco use disorders and nicotine dependence except as described in the *Coverage and exclusions- Preventive care* section
- Pathological gambling, kleptomania, and pyromania
- Specific developmental disorders of scholastic skills (learning disorders/learning disabilities)
- Specific developmental disorder of motor functions
- Specific developmental disorders of speech and language
- Other disorders of psychological development

## ***Blood, blood plasma, synthetic blood, blood derivatives or substitutes***

Blood, blood products, and related services that are supplied to your **provider** free of charge.

## ***Cosmetic services and plastic surgery***

Any treatment, **surgery** (cosmetic or plastic), service or supply to alter, improve or enhance the shape or appearance of the body, whether or not for psychological or emotional reasons, except where described in *Coverage and exclusions* under the *Reconstructive breast surgery and supplies* and *Reconstructive surgery and supplies* sections.

## ***Cost share waived***

Any cost for a service when any **out-of-network provider** waives all or part of your **copayment, payment percentage, deductible**, or any other amount.

## **Court-ordered services and supplies**

This includes court-ordered services and supplies, or those required as a condition of parole, probation, release or because of any legal proceeding, unless they are a **covered service** under your plan.

## **Custodial care**

Services and supplies meant to help you with activities of daily living or other personal needs. Examples of these are:

- Routine patient care such as changing dressings, periodic turning and positioning in bed
- Administering oral medications
- Care of stable tracheostomy (including intermittent suctioning)
- Care of a stable colostomy/ileostomy
- Care of stable gastrostomy/jejunostomy/nasogastric tube (intermittent or continuous) feedings
- Care of a bladder catheter, including emptying or changing containers and clamping tubing
- Watching or protecting you
- Respite care, adult or child day care, or convalescent care
- Institutional care, including **room and board** for rest cures, adult day care and convalescent care
- Help with walking, grooming, bathing, dressing, getting in or out of bed, going to the bathroom, eating, or preparing foods
- Any other services that a person without medical or paramedical training could be trained to perform

## **Dental services**

The following are not **covered services**:

- Services normally covered under a dental plan
- Dental implants

## **Educational services**

Examples of these are:

- Any service or supply for education, training or retraining services or testing. This includes:
  - Special education
  - Remedial education
  - Wilderness treatment programs (whether or not the program is part of a **residential treatment facility** or otherwise licensed institution)
  - Job training
  - Job hardening programs
- Educational services, schooling or any such related or similar program, including therapeutic programs within a school setting.

## **Examinations**

Any health or dental examinations needed:

- Because a third party requires the exam. Examples include examinations to get or keep a job, and examinations required under a labor agreement or other contract.
- To buy coverage or to get or keep a license.
- To travel
- To go to a school, camp, sporting event, or to join in a sport or other recreational activity.

## ***Experimental or investigational***

**Experimental or investigational** drugs, devices, treatments or procedures unless otherwise covered under clinical trials.

## **Family Planning and Maternity**

The Plan does **not** cover:

- Home births. This is childbirth that takes place outside a hospital or birthing center, or in a place that is not licensed to perform deliveries.
- Home uterine activity monitoring.
- Over-the-counter contraceptive supplies, including (but not limited to) condoms and contraceptive foams, jellies, and ointments.
- Reversal of sterilization procedures.

## **Foot care**

Routine services and supplies for the following:

- Routine pedicure services, such as routine cutting of nails, when there is no illness or injury in the nails
- Supplies (including orthopedic shoes), ankle braces, guards, protectors, creams, ointments and other equipment, devices and supplies
- Treatment of calluses, bunions, toenails, hammertoes or fallen arches
- Treatment of weak feet, chronic foot pain or conditions caused by routine activities, such as walking, running, working, or wearing shoes

## **Growth/height care**

- A treatment, device, drug, service or supply to increase or decrease height or alter the rate of growth
- **Surgical procedures**, devices and growth hormones to stimulate growth

## ***Jaw joint disorder***

- Non-surgical treatment of **jaw joint disorder** (TMJ)

## ***Maintenance care***

Care made up of services and supplies that maintain, rather than improve, a level of physical or mental function, except for habilitation therapy services

## ***Medical supplies – outpatient disposable***

Any outpatient disposable supply or device. Examples of these include:

- Sheaths
- Bags
- Elastic garments
- Support hose
- Bandages
- Bedpans
- Home test kits not related to diabetic testing
- Splints
- Neck braces
- Compresses
- Other devices not intended for reuse by another patient

## ***Missed appointments***

Any cost resulting from a canceled or missed appointment

## ***Nutritional support***

Any food item, including:

- Infant formulas
- Nutritional supplements
- Vitamins
- **Prescription** vitamins
- Medical foods
- Other nutritional items

## ***Other non-covered services***

- Services you have no legal obligation to pay
- Services that would not otherwise be charged if you did not have the coverage under the plan

## **Other primary payer**

Payment for a portion of the charges that Medicare or another party is responsible for as the primary payer

## **Personal care, comfort or convenience items**

Any service or supply primarily for your convenience and personal comfort or that of a third party

## **Prescription Drugs**

The Plan does **not** cover:

- Administration or injection of any drug, except as described in [Contraception Services](#).
- Any drug dispensed by a mail order pharmacy other than CVS Caremark® Mail Service Pharmacy.
- Any drug entirely consumed when and where it is prescribed.
- Any drug that does not, by federal or state law, require a prescription, such as an over-the-counter drug or equivalent over-the-counter product, even when a prescription is written for it.
- Any prescription drug obtained illegally outside of the U.S., even if covered when purchased in the U.S.
- Any refill of a drug dispensed more than one year after the latest prescription for it, or as prohibited by law where the drug is dispensed.
- Bio-identical compounds.
- Biological sera, blood, blood plasma, blood products or substitutes, or any other blood products.
- Compound drugs containing bulk ingredients, even if one of the other ingredients is a covered benefit.
- Drugs or preparations to enhance strength, performance, or endurance.
- Drugs that include vitamins and minerals, both over the counter (OTC) and legend, except legend pre-natal vitamins for pregnant or nursing females, liquid or chewable legend pediatric vitamins for children under age 13, and potassium supplements to prevent/treat low potassium and legend vitamins that are medically necessary for the treatment of renal disease, hyperparathyroidism or other covered conditions with prior approval unless recommended by the United States Preventive Services Task Force (USPSTF).
- Drugs used for methadone maintenance medications used for drug detoxification.
- Drugs or medications that include the same active ingredient or a modified version of an active ingredient.
- Drug or medication that is therapeutically equivalent or therapeutically alternative to a covered prescription drug.
- Duplicative drug therapy (e.g. two antihistamine drugs).
- Durable medical equipment, monitors and other equipment, except blood glucose meters, continuous glucose monitors, and insulin pumps as described in [Prescription Drug Program](#).
- Erectile dysfunction:
  - Drugs to treat erectile dysfunction; and

- Any drug dispensed by a mail order pharmacy to be used to treat erectile dysfunction, impotence, or sexual dysfunction or inadequacy.

This exclusion applies whether or not the drug is delivered in oral, injectable, or topical forms (including but not limited to gels, creams, ointments, and patches).

- Experimental or investigational drugs or devices, except as described in the *What the Plan Covers* section. This exclusion will not apply to drugs that:
  - Have been granted treatment investigational new drug (IND) or Group C/ treatment IND status; or
  - Are being studied at the Phase III level in a national clinical trial sponsored by the National Cancer Institute; and
  - Aetna determines, based on available scientific evidence, are effective or show promise of being effective for the illness.
- Food items: Any food item, including infant formulas, nutritional supplements, vitamins and medical foods and other nutritional items, even when the item is the only source of nutrition. This exclusion does not apply to specialized medical foods delivered enterally (only when delivered via a tube directly into the stomach or intestines) or parenterally.
- Genetics. Any treatment, device, drug, or supply to alter the body's genes, genetic make-up, or the expression of the body's genes except for the correction of congenital birth defects.
- Immunization or immunological agents, except as specifically stated in the schedule of benefits or the booklet.
- Immunizations related to travel or work.
- Implantable drugs and associated devices.
- Injectables:
  - Any charges for the administration or injection of prescription drugs or injectable insulin and other injectable drugs covered by the Plan;
  - Injectable drugs dispensed by out-of-network pharmacies;
  - Needles and syringes, except for diabetic needles and syringes;
  - Injectable drugs if an alternative oral drug is available;
  - For any refill of a designated self-injectable drug not dispensed by or obtained through the specialty pharmacy network. An updated copy of the list of self-injectable drugs designated by this plan to be refilled by or obtained through the specialty pharmacy network is available upon request. You may also get a copy of the list on Aetna's website at [www.aetna.com](http://www.aetna.com);
  - For any drug, which due to its characteristics as determined by us must typically be administered or supervised by a qualified provider or licensed certified health professional in an outpatient setting. This exception does not apply to Depo Provera and other injectable drugs used for contraception.
- Less than a 30-day supply of any prescription filled through CVS Caremark® Mail Service Pharmacy, the Plan's mail order service.
- Lost, stolen, or damaged medications.
- More than a 30-day supply of a prescription filled at a retail pharmacy.
- More than the number of refills specified by the prescribing doctor. Aetna may require a new prescription or proof of need if the prescriber has not specified the number of refills or if the frequency or number of refills seems excessive under accepted medical practice standards.

- Non-emergency prescription drugs bought outside of the United States if:
  - You travel outside of the U.S. to obtain the prescription drugs or supplies, even if they would be covered by the Plan if purchased in the U.S.;
  - The drugs or supplies are unavailable or illegal in the U.S.; or
  - The purchase of these drugs or supplies outside of the U.S. is illegal.
- Prescription drugs dispensed by a mail order pharmacy that include prescription drugs that cannot be shipped by mail due to state or federal laws or regulations, or when the plan considers shipment through the mail to be unsafe. Examples of these types of drugs include, but are not limited to, narcotics, amphetamines, DEA controlled substances and anticoagulants.
- Prescription drugs that include an active metabolite, stereoisomer, prodrug (precursor) or altered formulation of another drug and is not clinically superior to that drug as determined by the plan.
- Prescription drugs that are ordered by a dentist or prescribed by an oral surgeon in relation to the removal of teeth, or prescription drugs for the treatment of a dental condition.
- Prescription drugs that are being used or abused in a manner that is determined to be furthering an addiction to a habit-forming substance, the use of or intended use of which would be illegal, unethical, imprudent, abusive, not medically necessary, or otherwise improper; and drugs obtained for use by anyone other than the member identified on the ID card.
- Progesterone for the treatment of premenstrual syndrome (PMS) and compounded natural hormone therapy replacement.
- Prophylactic drugs for travel.
- Smoking cessation products, except as described in [Smoking Cessation](#).
- Weight loss and weight gain drugs, including (but not limited to) stimulants, preparations, foods, diet supplements, dietary regimens, and appetite suppressants, except as specifically stated in the schedule of benefits or the booklet.

## **Routine exams**

Routine physical exams, routine eye exams, routine dental exams, routine hearing exams and other preventive services and supplies, except as specifically provided in the *Coverage and exclusions* section

## **Reproductive and Sexual Health**

The Plan does **not** cover charges for:

- Therapy, supplies, or counseling for sexual dysfunction or inadequacies with no physiological or organic basis.
- Any treatment, drug, or service related to gender affirming surgery. Examples of these are:
  - Surgical procedures to alter the appearance or function of the body
  - Hormones and hormone therapy
- Treatment, drugs, services, or supplies to treat sexual dysfunction, enhance sexual performance, or enhance sexual desire.

## ***Services provided by a family member***

Services provided by a spouse, civil union partner, domestic partner, parent, child, stepchild, brother, sister, in- law, or any household member

## ***Services, supplies and drugs received outside of the United States***

Non-emergency medical services, outpatient **prescription** drugs or supplies received outside of the United States. They are not covered even if they are covered in the United States under this booklet.

## ***Sexual dysfunction and enhancement***

Any treatment, **prescription** drug, or supply to treat sexual dysfunction, enhance sexual performance or increase sexual desire, including:

- **Surgery, prescription** drugs, implants, devices or preparations to correct or enhance erectile function, enhance sensitivity or alter the shape of a sex organ
- Sex therapy, sex counseling, marriage counseling, or other counseling or advisory services

## ***Strength and performance***

Services, devices and supplies such as drugs or preparations designed primarily to enhance your strength, physical condition, endurance or physical performance

## ***Telemedicine***

- Services given when you are not present at the same time as the **provider**
- Services including:
  - Telephone calls
  - **Telemedicine** kiosks
  - Electronic vital signs monitoring or exchanges, (e.g. Tele-ICU, Tele-stroke)

## ***Therapies and tests***

- Full body CT scans
- Hair analysis
- Hypnosis and hypnotherapy
- Massage therapy, except when used for physical therapy treatment
- Sensory or hearing and sound integration therapy

## ***Tobacco cessation***

Any treatment, drug, service or supply to stop or reduce smoking or the use of other tobacco products or to treat or reduce nicotine addiction, dependence or cravings, including, medications, nicotine patches and gum unless recommended by the United States Preventive Services Task Force (USPSTF). This also includes:

- Counseling, except as specifically provided in the *Covered services and exclusions* section

- Hypnosis and other therapies
- Medications, except as specifically provided in the *Covered services and exclusions* section
- Nicotine patches
- Gum

## ***Treatment in a federal, state, or governmental entity***

Any care in a **hospital** or other facility owned or operated by any federal, state or other governmental entity unless coverage is required by applicable laws

## ***Voluntary sterilization***

- Reversal of voluntary sterilization procedures, including related follow-up care

## ***Vision, Speech, and Hearing***

The Plan does **not** cover charges for:

- Any vision or hearing device or service that does not meet professionally acceptable standards.
- Any tests, appliances, and devices to:
  - Improve hearing, except as described in [Hearing Aids](#);
  - Enhance other forms of communication to compensate for hearing loss; or
  - Simulate speech.
- Eye surgery to correct vision, including radial keratotomy, LASIK, and similar procedures.
- Hearing aid therapy or training.
- Special procedures and services such as vision perceptual training and subnormal vision aids.

## ***Weight Control Services***

Regardless of the existence of comorbid conditions, the Plan does not cover charges for weight control, except as described in [Surgical Treatment of Morbid Obesity](#). The Plan does **not** cover charges for:

- Stimulants.
- Preparations.
- Foods or diet supplements.
- Dietary regimens and supplements.
- Food or food supplements.
- **Non-prescription** appetite suppressants or other medications except as described in the booklet.

## ***Wilderness treatment programs***

See *Educational services* in this section.

## ***Work related illness or injuries***

Coverage available to you under workers' compensation or a similar program under local, state or federal law for any illness or injury related to employment or self-employment

### **Important note:**

A source of coverage or reimbursement is considered available to you even if you waived your right to payment from that source. You may also be covered under a workers' compensation law or similar law. If you submit proof that you are not covered for a particular illness or injury under such law, then that illness or injury will be considered "non-occupational" regardless of cause.

## **Other Services and Supplies**

The Plan does **not** cover:

- Acupuncture, acupuncture therapy, and acupressure, except as described under [Anesthesia](#) and [Acupuncture Therapy](#).
- Alterations or additions to your home, workplace, or other environment, or any related equipment or device.
- Alternative or non-standard allergy services and supplies.
- Alternative therapies, including aromatherapy, bioenergetic therapy, carbon dioxide therapy, massage therapy, megavitamin therapy, and sleep therapy.
- Cancelled or missed appointments.
- Charges for claim form completion.
- Charges made for the services of a resident physician or intern.
- Chelation therapy (except for heavy metal poisoning).
- Disposable outpatient supplies.
- Exams or related reports required:
  - By a third party, including exams to obtain or maintain employment, or which an employer must provide under a labor agreement.
  - For professional or other licenses.
  - To obtain insurance.
  - To travel; attend a school, camp, or sporting event; or participate in a sport or other recreational activity.
- Fees that give you preferred access to a physician's services, such as boutique or concierge physician practices.
- Full-body CAT scans.
- Growth hormones, surgical procedures, or any other treatment, device, drug, service, or supply to increase or decrease height or alter the rate of growth.
- Hair analysis.
- Herbal medicine and holistic or homeopathic care, including drugs.
- Hyperbaric therapy, except to treat decompression or promote healing of a wound.
- Purging.
- Recreational therapy.
- Rolfing.
- Sensory or auditory integration therapy.
- Services, devices, and supplies to enhance your strength, physical condition, endurance, or physical performance.
- Services or supplies provided, paid for, or for which benefits are provided or required:

- Because of a person's past or present service in the armed forces of a government.
- Under any government law.

- Thermography and thermograms.

# Claims

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The Plan has procedures for submitting claims, making decisions on claims, and filing an appeal when you don't agree with a claim decision. You, Aetna, and the NAF employers must meet certain deadlines that are assigned to each step of the process, depending on the type of claim.

## *Types of Claims*

To understand the claim and appeal process, you need to understand how claims are defined:

- **Urgent care claim:** A claim for medical care or treatment where delay could:
  - Seriously jeopardize your life or health, or your ability to regain maximum function; or
  - Subject you to severe pain that cannot be adequately managed without the requested care or treatment.
- **Pre-service claim:** A claim for a benefit that requires Aetna's approval of the benefit in advance of obtaining medical care (precertification).
- **Concurrent care claim extension:** A request to extend a previously approved course of treatment.
- **Concurrent care claim reduction or termination:** A decision to reduce or terminate a course of treatment that was previously approved.
- **Post-service claim:** A claim for a benefit that is not a pre-service claim.

## Filing Claims

If you use an out-of-network provider, you must file a claim to be reimbursed for covered expenses. You must use a claim form to submit your claim. You can obtain a claim form from Aetna Member Services by calling **1-800-367-6276**, or by going online at [www.aetna.com](http://www.aetna.com).

File your claims promptly – ***the filing deadline is 90 days after the date you incur a covered expense.*** If, through no fault of your own, you cannot meet that deadline, your claim will be accepted if you file it as soon as possible. Claims filed more than two years after the deadline will be accepted only if you had been legally incapacitated.

You may file claims and appeals yourself or through an “authorized representative,” which is someone you authorize in writing to act on your behalf. In a case involving urgent care, a health care professional with knowledge of your condition may always act as your authorized representative. The Plan will also recognize a court order giving someone authority to submit claims on your behalf.

## *Physical Exams*

Aetna has the right to require an exam of any person for whom precertification or benefits have been requested. The exam will be done at any reasonable time while precertification or a claim for benefits is pending or under review. The exam may be performed by a doctor or dentist Aetna has chosen, and it will be done at no cost to you.

# Claim Processing

Aetna will make a decision on your claim.

- **If Aetna approves the claim**, benefits are payable to you. Aetna has the right, however, to pay any benefits directly to your physician or other care provider, and will do so unless you tell Aetna otherwise when you file the claim.
- **If Aetna denies your claim**, Aetna must give you a written notice of the denial. The chart below shows when Aetna must notify you that your claim has been denied.

Type of Claim	Aetna Must Notify You
Urgent care claim	As soon as possible, but not later than 72 hours
Pre-service claim	Within 15 calendar days
Concurrent care claim extension	<ul style="list-style-type: none"><li>• Urgent care claim – as soon as possible, but not later than 24 hours, provided the request was received at least 24 hours before the expiration of the approved treatment</li><li>• Other claims – 15 calendar days</li></ul>
Concurrent care claim reduction or termination	With enough advance notice to allow you to appeal
Post-service claim	Within 30 calendar days

The notice you receive from Aetna will provide important information that will assist you in making an appeal of the claim denial, if you wish to do so; see [How to Appeal a Claim Decision](#) for details.

## *Extensions of Time Frames*

The time periods described in the chart may be extended, as follows:

- **For urgent care claims:** If Aetna does not have enough information to decide the claim, Aetna will notify you within 24 hours after receiving the claim that additional information is needed. You will then have at least 48 hours to provide the information. Aetna will make a decision on your claim within 48 hours after you provide the additional information.
- **For non-urgent pre-service and post-service claims:** The time frames may be extended for up to 15 additional days for reasons beyond the Plan's control. In this case, Aetna will notify you of the extension before the original notification time period has ended. If you do not provide the information, the claim will be denied.

If an extension of time is needed because Aetna needs more information to process your post-service claim:

- Aetna will notify you and give you an additional period of at least 45 days after receiving the notice to provide the information.
- Aetna will then inform you of the claim decision within 15 days after the additional period has ended (or within 15 days after Aetna receives the information, if earlier).

If you do not provide the information, your claim will be denied.

# Appeals

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This chapter explains the process you can follow if you don't agree with a claim decision.

## How to Appeal a Claim Decision

A claim denial is a decision on a claim that results in:

- Denial, reduction, or termination of a benefit or the amount paid for a service or supply.
- A decision not to provide a benefit or service.

Aetna will send you notice of a claim denial in the form of an Explanation of Benefits (EOB). The EOB may be electronic or in writing. The notice will give the reason for the decision and will explain what steps you must take if you wish to appeal. The notice will also tell you about your rights to receive additional information that may be relevant to the appeal.

### *Keep in Mind*

You can receive EOBs electronically or by mail. Visit Aetna Navigator at [www.aetna.com](http://www.aetna.com) and indicate your preference for paper or electronic EOBs.

## *Four Steps in the Appeal Process*

The Plan provides for two levels of appeal to Aetna, followed by a voluntary external review for claims that qualify, and the option to submit an appeal to the employee's NAF employer:

- You must request your first appeal (level one) within 180 calendar days after you receive the notice of a claim denial.
- If you are dissatisfied with the outcome of your level one appeal to Aetna, you may ask for a second review (a level two appeal). You must request a level two appeal no later than 60 days after you receive the level one notice of denial.
- You may file an appeal to the employee's NAF employer after the first two levels of the appeal process have been exhausted, or after the ERO upholds the claim denial. This level of appeal is voluntary, so you are not required to pursue it before initiating legal action. If you file an appeal to a NAF employer, any applicable statute of limitations will be suspended while the appeal is pending. You must submit your voluntary appeal to a NAF employer in writing. Please send any and all additional relevant information to Aetna as soon as possible, but no later than 30 days from date that you receive the resolution letter. Please include the following information below. Aetna will prepare the case file and submit it to your NAF employer for review. Your claim may be eligible for review by an independent external review organization (ERO). You must submit a request for external review within 123 calendar days of the date you receive the level two denial notice.

## *Level One and Level Two Appeals to Aetna*

Your appeal may be submitted in writing or by making a phone call to Aetna Member Services, and should include:

- Your name;
- The name of the employee's NAF employer;
- A copy of Aetna's notice of the adverse benefit determination;
- Your reasons for making the appeal; and

- Any other information you would like to have considered.

Send your appeal to Aetna Member Services at the address shown on your ID card, or call Member Services at **1-800-367-6276**.

Based on the type of claim, Aetna must respond to your appeal within the time frames shown in the following chart:

Type of Claim	Level One Appeal	Level Two Appeal
	Aetna Will Notify You Within:	Aetna Will Notify You Within:
<b>Urgent care claim</b>	36 hours	36 hours
<b>Pre-service claim</b>	15 calendar days	15 calendar days
<b>Concurrent care claim extension</b>	Treated like an urgent care claim or a pre-service claim, depending on the circumstances	Treated like an urgent care claim or a pre-service claim depending on the circumstances
<b>Post-service claim</b>	30 calendar days	30 calendar days

You may also choose to have another person (an authorized representative) make the appeal on your behalf by providing written consent to Aetna. In the case of an urgent care claim or a pre-service claim, a physician familiar with the case may represent you in the appeal.

### ***External Review***

An external review is an optional review of a claim denial (an adverse benefit determination) by an external review organization (ERO).

#### *Keep in Mind*

You do not have to file for review by an ERO. This is a voluntary review.

#### **Claims That Qualify for External Review**

You or your authorized representative may request an external review of:

- A rescission (coverage that was cancelled or discontinued retroactively); or
- A claim denial based on medical judgment if:
  - You have exhausted the Plan's appeal process as described above; or
  - Aetna or the Plan did not follow all claim and appeal rules (described above) under federal law (except for minor violations), and the appeal process was therefore considered complete. This is called "deemed exhaustion."

#### *Keep in Mind*

A denial based upon your eligibility does not qualify for external review.

If you file for external review, any applicable statute of limitations will be suspended while the appeal is pending. Your request for an external review will not affect your rights to any other benefits under the Plan.

## **The External Review Process**

1. You must submit a request for external review within 123 calendar days of the date you receive the final denial notice. The request must be in writing (oral requests are accepted for urgent care) and include a copy of the denial notice and all other information that supports your request.
2. Aetna will do a preliminary review of your request for an external review within five days of receiving the request. The preliminary review determines whether the claim qualifies for external review and includes all necessary documentation. Aetna must notify you in writing of the results within one business day after completing the review.
3. If your request is approved, Aetna will assign an accredited ERO to conduct the review. An independent clinical reviewer, with appropriate expertise in the area in question, will review all of the information and documents you have provided. The reviewer will not be bound by any decisions made during the Plan's claims and appeals process. The ERO must provide written notice of the final decision within 45 days after receiving the request for external review. The ERO must deliver the final decision to you, Aetna, and the Plan.
  - If the ERO reverses the claim denial, the Plan must immediately provide coverage or pay the claim, as applicable.
  - If the ERO upholds the claim denial, you can appeal to your NAF employer, as described below.

### **Expedited External Review**

You may be eligible for an expedited external review if your treating physician believes that a delay in decision making might seriously put your life or health at risk or jeopardize your ability to regain maximum function. The ERO will make a decision within 72 hours after receiving your request for the expedited review.

### ***Appeal to a NAF Employer***

You may file an appeal to the employee's NAF employer after the first two levels of the appeal process have been exhausted, or after the ERO upholds the claim denial. This level of appeal is voluntary, so you are not required to pursue it before initiating legal action.

If you file an appeal to a NAF employer, any applicable statute of limitations will be suspended while the appeal is pending.

You must submit your voluntary appeal to a NAF employer in writing, and include the following information:

- The reason for the appeal;
- Copies of all past correspondence with Aetna (including your Explanation of Benefits); and
- Any applicable information that you have not yet sent to Aetna.

The NAF employer has the right to obtain information from Aetna that is relevant to your claim.

The NAF employer will review your appeal and make a decision within 30 days after you file your appeal. If the employer's reviewer needs more time, the reviewer may take an additional 30 -day period. You will be notified in advance of this extension.

The reviewer will notify you of the final decision on your appeal electronically or in writing. The notice will give you the reason for the decision and the Plan provisions upon which the decision was based.

All decisions by a NAF employer will be final and binding.

## **Claim Fiduciary**

The Claim Fiduciary makes claim decisions based on the provisions of the Plan. The Claim Fiduciary has complete authority to review denied claims for benefits under the Plan. This includes, but is not limited to, determining whether hospital or medical treatment is, or is not, medically necessary. The Claim Fiduciary has discretionary authority to:

- Determine whether, and to what extent, you and your covered dependents are entitled to benefits; and
- Interpret the provisions of the Plan when a question arises.

The Claim Fiduciary has the right to adopt reasonable policies, procedures, rules, and interpretations of the Plan to promote orderly and efficient administration. The Claim Fiduciary may not act arbitrarily or capriciously, which would be an abuse of its discretionary authority.

The Plan provides for two standard levels of appeal for adverse benefit determinations. Aetna is the Claim Fiduciary that will provide full and fair review for all level one and level two appeals.

The Plan also provides two types of voluntary appeals: external review and review by the employee's NAF employer. Aetna is the Claim Fiduciary for external review. Each NAF employer is Claim Fiduciary for its review.

## **Recovery of Overpayment**

If Aetna makes a benefit payment over the amount that you are entitled to under this Plan, Aetna has the right to:

- Require that the overpayment be returned on request; or
- Reduce any future benefit payment by the amount of the overpayment.

This right does not affect any other right of overpayment recovery Aetna may have.

## **Legal Action**

You cannot bring legal action to recover a benefit after three years from the deadline for filing claims.

Aetna (on behalf of the Plan) will not take action to reduce or deny a benefit payment on the grounds that the condition existed before a person's coverage went into effect, as long as the loss occurs more than two years from the date coverage started. This will not apply to any condition that is not covered as of the date of the loss.

## When Coverage Ends

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**Note:** As used in this chapter, “you” or “your” refers to an employee or retired employee covered by the Plan.

Plan coverage for an employee ends when any of the following occurs:

- You no longer meet the Plan’s eligibility requirements;
- The Plan is terminated;
- Employment ends; or
- You fail to pay any required contribution for coverage.

Coverage for your dependent(s) ends when:

- Your coverage ends;
- The dependent is no longer eligible for dependent coverage;
- You do not pay the required contribution for dependent coverage;
- The dependent becomes covered as an employee;
- The dependent becomes eligible for comparable benefits under this Plan or any other group plan offered by your employer; or
- All dependent coverage under the Plan ends.

## Options for Continuing Coverage

You may be able to continue coverage beyond the time when it would otherwise end. See these sections for information:

- [Temporary Continuation of Coverage Program](#)

## Leaves of Absence

The Plan includes rules about how a leave of absence affects your coverage. The rules vary based on the reason for the leave.

### *Family and Medical Leave Act*

Through the Family and Medical Leave Act (FMLA), you may request up to 12 work weeks of leave during any 12-month period:

- For the birth or adoption of a child; or
- For a serious health condition affecting you or a family member.

You may request up to 26 weeks of leave during a 12-month period if you are the spouse, child, parent, or next of kin of a service member who is recovering from a serious illness or injury sustained in the line of duty while on active duty. The 26-week limit is combined for all FMLA leaves in the 12-month period.

During FMLA leave, your Plan coverage continues as long as you continue making your contributions.

When you return to work after your FMLA leave, your coverage under the Plan will continue without interruption if you apply for coverage as an active employee within 31 days of the date that your FMLA leave ended.

If your employer terminates your FMLA leave, and you lose Plan coverage as a result, you may be eligible to continue medical coverage under the Temporary Continuation of Coverage (TCC) Program. See [Temporary Continuation of Coverage Program](#) for more information.

### *Keep in Mind*

You cannot continue dental coverage through the TCC Program.

Check with your supporting Human Resources Office (HRO) for more information about family and medical leaves.

## ***Military Leave***

### **USERRA**

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) allows qualified employees to continue their enrollment in the Plan for up to 24 months when they are called to active duty.

If you are participating in the Plan when you are called to active duty and you choose to cancel your enrollment because of TRICARE coverage, you may re-enroll in the Plan within 31 days of the date your TRICARE coverage ends if you meet the Plan's eligibility rules.

### **Employees on Leave Without Pay (Non-Contingency Operations)**

Employees who are on leave without pay (LWOP) while performing military duty may continue to participate in the DoD NAF HBP medical and dental plans for up to 24 months by paying the employee share of the cost of coverage. Employees who elect not to continue DoD NAF HBP coverage while on military duty can re-enroll in the Plan when they return to NAF employment, without waiting for an open enrollment period.

### **Military Reservist in Contingency Operations**

The DoD NAF employers will pay the full cost of coverage (employee's share and employer's share) for an enrolled employee who is called to active duty (voluntarily or involuntarily) in support of a Contingency Operation, for up to 24 months. The reservist must be placed on LWOP or separated from NAF employment to perform active duty for more than 30 consecutive days.

Check with your supporting Human Resources Office (HRO) for more information about USERRA and military leave.

# Continuing Coverage

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When Plan coverage would normally end, you or your covered dependents may be able to continue coverage in certain circumstances. This chapter describes how you or your covered dependents may be able to continue coverage:

- For a handicapped child;
- In the event of the employee's death;
- Through the Temporary Continuation of Coverage Program;

**Note:** As used in this chapter, "you" or "your" refers to an employee or retired employee covered by the Plan.

## Continued Coverage for a Handicapped Child

If your child is handicapped, the child's health care coverage may be continued past the Plan's age limit for dependents.

Your child is considered handicapped if:

- He or she is unable to earn a living because of a mental or physical handicap that starts before he or she reaches the Plan's age limit for dependents; and
- He or she depends mainly on you for support and maintenance.

Aetna will send you a letter before the child reaches the Plan's dependent age limit. The letter will include forms that you and the child's treating physician must complete to give Aetna proof of your child's handicap. You must complete and submit the forms no later than 30 days after your child reaches the dependent age limit. The child's coverage will end on the first to occur of the following:

- Your child is no longer handicapped;
- You fail to provide proof that the handicap continues;
- You fail to have any required exam performed; or
- Your child's coverage ends for a reason other than reaching the age limit.

Aetna has the right to require proof that the handicap continues. Aetna also has the right to examine your child as often as needed while the handicap continues. Once the child is two years beyond the Plan's dependent age limit, these exams will not be required more than once a year. The Plan will pay for the exams.

## Continuation for Survivors

The dependents of a covered employee may continue Plan coverage if the employee dies while covered by the DoD NAF HBP. This continued coverage also applies to:

- A child conceived before the employee's death; and
- An adopted child, as long as the legal process for adoption was initiated before the employee's death.

To be eligible for continued coverage, the dependents must be:

- Enrolled in a DoD NAF HBP medical plan (HMO or non-HMO) on the date of the employee's death to continue medical plan coverage.
- Enrolled in a DoD NAF HBP dental plan on the date of the employee's death to continue dental plan coverage.

The cost and duration of the continued coverage are determined as follows:

- **Employees with less than 90 days of participation:** no continuation of medical or dental coverage. Survivor coverage for a covered dependent ends sooner if that dependent no longer qualifies as an eligible dependent under the Plan.

SURVIVING DEPENDENT OF:	TYPE & LENGTH OF COVERAGE:	COST TO SURVIVOR:
1. An employee who: <ul style="list-style-type: none"> <li>a. had less than 15 years of cumulative participation in the DoD NAF HBP medical plan; or</li> <li>b. was not participating in the applicable defined benefit retirement plan at the time of death.</li> </ul>	Temporary Continued Coverage (TCC) in non-HMO DoD NAF HBP medical plan for up to 36 months.  No dental coverage.  (See section titled Temporary Continuation of Coverage Program)	No cost for first 4 months.  Survivor pays the full cost of the total (employee and employer share) medical premium, plus an administrative fee of 2 percent of the total premium for up to 32 additional months.
2. An employee who does not meet requirements for post-retirement medical or medical + dental coverage as defined in the Who Is Eligible section, but: <ul style="list-style-type: none"> <li>a. had 15 or more years of cumulative participation in the DoD NAF HBP medical plan + dental plan; and</li> <li>b. was participating in the applicable defined benefit retirement plan at the time of death.</li> </ul> (A survivor retirement annuity is not required for the dependent to continue DoD NAF HBP coverage.)	Same medical coverage as employee.  Same dental coverage, if employee also had 15 cumulative years in a DoD NAF HBP HMO or non-HMO dental plan.	No cost for first 4 months.  After 4 months, the survivor pays the same premium rate applicable to the employee.
SURVIVING DEPENDENT OF:	TYPE & LENGTH OF COVERAGE:	COST TO SURVIVOR:
3. A retiree with post-retirement medical (or medical + dental) DoD NAF HBP coverage, or an employee who met requirements for post-retirement medical (or medical + dental) coverage as defined in the Who Is Eligible section.	Same medical and dental coverage applicable to retiree or employee.	No cost for first 4 months.  After 4 months, the survivor pays the premium rate applicable to the retiree or employee.

(A survivor retirement annuity is not required for the dependent to continue DoD NAF HBP coverage.)		
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Survivor coverage for a covered dependent ends sooner if that dependent no longer qualifies as an eligible dependent under the Plan.

If your spouse remarries your spouse may continue his or her Plan coverage, but **the new spouse and any dependents acquired as the result of the new marriage cannot be covered by the Plan.**

## Temporary Continuation of Coverage Program

If your employment ends for any reason other than for gross misconduct, or if you or your covered dependents are no longer eligible for coverage under the Plan, you and/or your covered dependents may temporarily continue medical coverage through the Temporary Continuation of Coverage (TCC) Program. If you choose this continued coverage, you must do so within 60 days of a qualifying event that ends your coverage under the Plan.

### *Keep in Mind*

- You may not continue dental coverage under the TCC Program.
- Participation in the TCC Program does not count toward accumulated active participation in the Plan or toward qualification for retiree coverage.

### *Who Is Eligible for Continued Coverage*

Employees, retirees, and covered dependents who were enrolled in the Plan on the day before a qualifying event are eligible to continue coverage if:

- The employee has been covered by a DoD NAF HBP medical plan for at least 90 days prior to the date coverage was lost (the qualifying event);
- The employee did not lose coverage because of gross misconduct;
- The employee is not enrolled in TRICARE-for-Life; and
- The employee is not eligible for Medicare.

### *Qualifying Events*

The chart below lists events that could end Plan coverage for you or your covered dependents. For each event, the chart shows how long you may continue your Plan coverage through the TCC Program.

Reason Coverage Ended (Qualifying Event)	How Long Coverage Can Be Continued For:		
	You	Your Spouse	Your Child
You lose coverage because of reduced work hours	18 months	18 months	18 months
You lose coverage because your employment terminates for any reason, other than for gross misconduct	18 months	18 months	18 months
You retire and you are not eligible for post-retirement medical coverage	18 months	18 months	18 months

Reason Coverage Ended (Qualifying Event) (cont'd)	How Long Coverage Can Be Continued For:		
	You	Your Spouse	Your Child
You are disabled at the time Plan coverage ends	36 months	N/A – only the employee may elect TCC continued coverage. However, coverage for dependents can continue until the employee's coverage ends.	
You die (see <a href="#">Continuation for Survivors</a> for more information about coverage for surviving dependents)	N/A	36 months*	36 months*
You divorce	N/A	18 months	18 months
Your child is no longer eligible (for example, your child reaches the Plan's age limit for dependent coverage)	N/A	N/A	18 months

\* Includes four months of employer-paid coverage. See [Continuation for Survivors](#) for more information.

## Enrolling in the TCC Program

You have 60 days after the date of your qualifying event to elect continued coverage under the TCC Program. You must enroll in a medical plan option that is determined by your place of residence.

Coverage will be effective on the date of the qualifying event, if you elect coverage and make the initial payment within the 60-day period.

### Cost of TCC

Except for disabled employees, as explained below, you pay the full cost of continued coverage, plus a 2% administration fee. The full cost of coverage is different from the contribution you pay while you are actively working, because the full cost includes your employer's share of the cost, too.

For employees (and any eligible dependents) who lose coverage when employment ends due to the employee's disability, the cost for TCC depends on the length of the employee's participation in the DoD NAF Health Benefits Program (HBP):

- **If the employee has participated less than five years:** The cost is the full cost of coverage plus a 2% administration fee (102%), for up to 36 months of TCC.
- **If the employee has participated five years or more, but does not meet the qualifications for post-retirement medical coverage:** The cost of coverage will be paid by the DoD NAF employer for the first 12 months of TCC. After that 12-month period, the employee must pay the full cost of coverage plus a 2% administration fee (102%) for the next 24 months of TCC, for up to a total of 36 months of TCC.

If you are disabled and wish to continue coverage under the TCC Program, your attending physician must give a written statement to your Human Resources Office (HRO)\* that provides proof of the disability. Your HRO must receive the disability statement within 60 days of the date your medical coverage first terminated.

If you become disabled while on TCC, this is not considered a second qualifying event. In this scenario, TCC is not extended beyond the standard 18-month period.

- \* For employees of the Army and Air Force Exchange Service, the attending physician must send the statement proving disability to Aetna.

## ***Paying for Continued Coverage***

You pay the cost of continued coverage as described above in [Cost of TCC](#).

- The “single rate” applies to anyone who:
  - Wants coverage only for himself or herself; and
  - Is eligible for that coverage because of his or her individual status.
- The “family rate” applies to all other situations.

Contribution rates for the TCC Program are adjusted at the same time that the rates for active employees are adjusted.

## **When You Acquire a Dependent During a Continuation Period**

If an employee or spouse acquires a new child through birth or adoption during the continuation period, the child can be covered under the TCC Program for the remainder of the continuation period if:

- The child meets the Plan’s definition of an eligible dependent;
- The employee notifies his or her DoD NAF employer and the child is enrolled within 31 days of the date of eligibility; and
- Any increase in the cost of coverage is paid on time. If the employee was previously covered as an individual (single rate), the family rate will now apply.

### *Keep in Mind*

An employee’s newborn or newly adopted child is the only dependent who can be added during a continuation period. For example, if an employee marries while covered under the TCC Program, the new spouse is **not** eligible for coverage.

## ***When Continued Coverage Ends***

Except in the case of a disabled employee, continued coverage will end when the earliest of the following events occurs:

- You reach the end of the 18/36-month continuation period.
- You again become eligible for regular coverage through the DoD NAF HBP.
- You or your covered dependent becomes eligible for Medicare after electing continued coverage.
- You or your covered dependent becomes covered under another group plan that does not restrict coverage for a pre-existing condition. If your new plan does have a restriction for pre-existing conditions:
  - Your continuation coverage under this Plan can continue until the pre-existing condition restriction ends under the other plan; or
  - You reach the end of the maximum continuation period for this Plan.
- You or your covered dependent does not pay for coverage on time.
- The Plan terminates.

## **If You Are Eligible Due to Disability**

For employees (and any eligible dependents) who are participating in the TCC Program due to the employee's disability, coverage ends on the earliest to occur of:

- The employee is no longer disabled.
- The employee becomes eligible for Medicare.
- The employee becomes eligible for another group medical plan, unless the other plan limits coverage for a pre-existing condition.
- The employee does not pay for coverage on time.
- 36 months have passed since the employee's regular DoD NAF HBP coverage ended.
- The Plan terminates.

# Special Programs

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You can make the most of the DoD NAF Health Benefits Program by taking advantage of the value-added programs described in this chapter.

## Health Management and Wellness Programs

### *Aetna Lifestyle and Condition Coaching*

If you want to eat better, be more active or take charge of your health, the Lifestyle and Condition Coaching program can help. This program offers clear, reliable health information to help you make healthy changes. You can access the program through the ActiveHealth app or online.

Aetna Lifestyle and Condition Coaching offers you:

- 24/7 web and mobile access;
- Live group-coaching sessions online; and
- One-on-one phone support.

The program offers support for a wide range of issues, including:

<b>Bones</b> <ul style="list-style-type: none"><li>■ chronic back and neck pain</li><li>■ osteoporosis</li><li>■ rheumatoid arthritis</li></ul>	<b>Digestive</b> <ul style="list-style-type: none"><li>■ inflammatory bowel disease (IBD)</li><li>■ Crohn's disease</li><li>■ Ulcerative colitis</li></ul>	<b>Kidney</b> <ul style="list-style-type: none"><li>■ chronic kidney disease</li><li>■ end-stage renal disease</li></ul>
<b>Brain</b> <ul style="list-style-type: none"><li>■ seizures</li><li>■ migraines</li></ul>	<b>Heart and Blood System</b> <ul style="list-style-type: none"><li>■ congestive heart failure</li><li>■ diabetes and pre-diabetes</li><li>■ high blood pressure</li><li>■ high cholesterol</li></ul>	<b>Lungs</b> <ul style="list-style-type: none"><li>■ asthma (adult and child)</li><li>■ chronic obstructive pulmonary disease (COPD)</li></ul>
		<b>Other</b> <ul style="list-style-type: none"><li>■ stress</li><li>■ sleep</li><li>■ quitting tobacco</li></ul>

Participation is voluntary. The program recommends coaching support and personalized health actions that might be a fit for you, but you choose how and when to use the resources.

## **Health Incentives Program**

By taking healthy actions, you are eligible to receive a deposit into your HSA if you have elected one.

- Employees, retirees and spouses age 18 or older, you can earn incentives when you:
  - Complete a biometric screening before November 30 to earn \$150 each
  - Complete 3 calls with a Condition Coach to achieve a goal, earn \$75 each
  - Participate in a Wellness Webinar, earn \$75 each up to 4 webinars
  - Complete an Online Health Assessment at [www.aetna.com](http://www.aetna.com), earn \$75 each

The applicable Health Incentives are deposited into the employee owned HSA after you complete each action, up to the individual and family maximums described below.

- Dependents under age 18, you can earn a \$50 incentive by having a well child exam.

The incentives earned will be deposited into your elected HSA.

If you have family coverage, the members of your family can also earn the incentives. The maximum incentives depend on the number of covered family members:

- Individual (employee only): \$300 maximum per calendar year [When Coverage Ends]
- Family (employee plus spouse/dependent children): \$600 maximum per calendar year. For those employees that cover dependents, an additional \$300 can be earned by those dependents for a total of up to \$600 a year.

If you enroll in the HDHP plan and do NOT enroll in the HSA or the HRA, you will not be able to earn health incentives. You may still do the healthy actions, but there will be no fund to deposit incentives into

## **Teladoc Health – Available to Active Employees and Retirees and Their Covered Dependents**

Get access to U.S. board-certified doctors and pediatricians by phone or online video, 24/7/365, by calling Teladoc Health at **1-800-835-2362** or at [www.teladochealth.com](http://www.teladochealth.com). Teladoc Health doctors are U.S. board-certified, licensed in your state, and average 15 years of experience.

Teladoc Health physicians are able to treat many conditions such as sinus problems, bronchitis, allergies, cold and flu systems, and more. Teladoc Health does not replace your primary care physician. It is a convenient and affordable option that allows you to talk to a doctor who can diagnose, recommend treatment, and prescribe medication, when appropriate, for many of your medical issues. With your consent, Teladoc Health will provide information about your consult to your primary care physician. Teladoc Health is not available in all states. Video consults are not available in all states.

Teladoc Health is also available for **Dermatology** for help with skin conditions. You'll be able to share a photo of your skin condition for review by a credentialed dermatologist and receive a diagnosis and treatment plan within two business days.

Another Teladoc Health program is for **behavioral health** to access **video** counseling from an experienced psychiatrist, psychologist or Masters level therapist. Get help with issues such as anxiety, depression, substance abuse and stress.

## ***Informed Health® Line***

Get the help and information you need to make good health care decisions – 24 hours a day, 7 days a week – by calling the Aetna Informed Health Line at **1-800-556-1555**.

Informed Health Line nurses are experienced in providing information on a variety of health topics. While they do not diagnose problems or give medical advice, they can:

- Help you understand your health issues and treatment choices;
- Help you improve communication with your doctor and give you good questions to ask;
- Tell you about the latest research on certain treatments and procedures, and explain their risks and benefits; and
- Help you save time and money by showing you how to get the right care at the right time.

## ***The National Medical Excellence Program®***

The National Medical Excellence Program® (NME) helps you receive care from nationally recognized doctors and facilities experienced in performing organ transplants, bone marrow transplants, and other complicated procedures. The program includes:

- *National Transplant Program* – coordinates care and provides access to covered treatment through the *Institutes of Excellence™ Transplant Network*.
- *National Special Case Program* – assists members with rare or complex conditions requiring specialized treatment to evaluate treatment options and obtain appropriate care.
- *Out-of-Country Care Program* – supports members who need emergency inpatient medical care while temporarily traveling outside the United States.
- *Aetna International Domestic Case Program* – provides case management for Aetna International members who need care in the United States.
- *National Hemophilia Case Management Program* – helps members maximize benefits for acquisition of blood clotting factor and access a hemophilia treatment center.

These services must be preauthorized by Aetna.

### ***When You Need Support***

If you need a transplant, you or your physician should contact Aetna's National Medical Excellence Program® at **1-877-212-8811**. A nurse case manager will provide the support and help that you and your physician need to make informed decisions about your care.

## Travel and Lodging

When NME arranges for treatment at a facility more than 100 miles from your home, the Plan provides travel and lodging allowances for you and one companion, including round trip (air, train, or bus) transportation costs (coach class only) or mileage, parking, and tolls if traveling by auto.

Benefits for travel and lodging expenses are subject to a maximum of \$10,000 per transplant or procedure. Lodging expenses are subject to a \$50 per night maximum per person, or \$100 per night total.

The Plan will pay for travel and lodging expenses beginning on the day you become a participant in the National Medical Excellence Program. Coverage ends either:

- One year after the day a covered procedure was performed; or
- On the date you cease to receive any services from the program provider in connection with the covered procedure; or
- On the date your coverage terminates under the Plan.

The Plan covers only those services, supplies, and treatments considered necessary for your medical condition. The Plan does **not** cover treatment considered experimental or investigational (as determined by Aetna).

### *Keep in Mind*

Travel and lodging expenses must be approved in advance by Aetna. The Plan does not cover expenses that are not approved.

## **Aetna Health Your Way™**

This personalized digital health and wellness program offers resources to help you achieve your best health. You'll get personalized resources and challenges to help you earn rewards every year.

With this program, you can:

- Take a *health assessment* to help you identify your health needs and get your MyHealth100 score;
- Choose a personalized pathway that can help you achieve your health goals;
- Read, watch and listen to health content on a wide variety of topics;
- See what's trending among other users in the platform and Fitness Planner; and
- Search by specific topic.

To get started, log in at [www.aetna.com](http://www.aetna.com), scroll to **Well-being Resources** and select **Aetna Health Your Way**. Or download the MyActiveHealth Wellness app from either the Apple® App Store® or Google Play™.

## Discount Programs

You are eligible for discounts on health and wellness services and supplies. To learn more about the following, visit Aetna Navigator at [www.aetna.com](http://www.aetna.com).

If you'd like to learn more about discounts on:	Go to Aetna Navigator and read about:
• fitness services	Aetna Fitness <sup>SM</sup> discount program
• hearing services and supplies	Aetna Hearing <sup>SM</sup> discount program
• savings on natural therapies and products	Aetna Natural Products and Services <sup>SM</sup> program
• vision services and supplies	Aetna Vision <sup>SM</sup> discount program
• weight loss products and programs	Aetna Weight Management <sup>SM</sup> discount program

# Glossary

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The Glossary defines key words and phrases that appear throughout the text of this book.

**Alcohol or Substance Abuse:** Repeated use of alcohol or another substance that results in recurring and significant negative consequences. Use of alcohol or another substance is considered abuse when problems related to usage happen more than once during the same 12-month period or persist. Signs of alcohol or substance abuse include:

- Repeated failure to fulfill major role obligations;
- Repeated use in situations in which it is physically hazardous;
- Multiple legal problems; and
- Recurrent social and interpersonal problems.

**Applied Behavioral Analysis:** This means the design, implementation, and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior, including the use of direct observation, measurement, and functional analysis of the relationships between environment and behavior.

**Behavioral Health Provider:** A licensed organization or professional providing diagnostic, therapeutic, or psychological services for the treatment of mental health and alcohol or substance abuse. Behavioral health providers include hospitals, residential treatment facilities, psychiatric physicians, psychologists, and social workers.

**Claims Administrator:** Aetna Life Insurance Company is the Claims Administrator. Refer to [Resources and Tools](#) for address and telephone number information.

**Companion:** This is a person who needs to be with an NME patient to enable him or her:

- To receive services in connection with an NME (National Medical Excellence) procedure or treatment on an inpatient or outpatient basis; or
- To travel to and from the facility where treatment is given.

**Custodial Care:** This means services and supplies provided to help you in the activities of daily life. Examples of custodial care include (but are not limited to):

- Routine patient care, such as changing dressings, turning and positioning the patient in bed, and administering medications;
- Respite care, adult or child day care, or convalescent care;
- Help with daily living activities such as walking, bathing, dressing, and eating; or
- Any service that can be performed by a person who has no medical or paramedical training.

Such services and supplies are custodial care no matter who prescribes, recommends, or performs them.

**Day Care Treatment:** A partial confinement treatment program to provide treatment for you during the day. The hospital, psychiatric hospital or residential treatment facility does not make a room charge for day care treatment. Such treatment must be available for at least 4 hours, but not more than 12 hours in any 24-hour period.

**Dentist:** This means a legally qualified dentist, or a physician licensed to do the dental work he or she performs.

**Detox/Detoxification:** The process by which an alcohol-intoxicated or drug-intoxicated; or an alcohol-dependent or drug-dependent person is medically managed through the period of time necessary to eliminate, by metabolic or other means, the:

- Intoxicating alcohol or drug;
- Alcohol or drug-dependent factors; or
- Alcohol in combination with drugs;

as determined by a physician. The process must keep the physiological risk to the patient at a minimum and take place in a facility that meets any applicable licensing standards established by the jurisdiction in which it is located.

**Directory:** This is a listing of in-network providers in the service area covered under the Plan. A current list of in-network providers may be obtained from Member Services and is also available through Aetna's online provider directory at [www.aetna.com](http://www.aetna.com).

**Disability:** This means that due to injury or illness:

- An employee is not able to work at his or her customary occupation and is not working at any occupation for pay or profit.
- A dependent is not able to engage in most of the normal activities of a healthy person of the same age and gender.

**Durable Medical Equipment:** This is equipment – and the accessories needed to operate it – that is:

- Made to withstand prolonged use and suited for use in the home;
- Made for and used mainly in the treatment of a disease or injury;
- Not normally of use to people who do not have a disease or injury;
- Not for use in altering air quality or temperature; and
- Not for exercise or training.

**Emergency Condition:** This means a recent and severe medical condition – including but not limited to severe pain – that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that your condition, sickness, or injury is of such a nature that failure to get immediate medical care could result in:

- Placing your health in serious jeopardy; or
- Serious impairment to bodily function; or
- Serious dysfunction of a body part or organ; or
- Serious jeopardy to the health of the fetus (in the case of a pregnant woman).

**Experimental or Investigational:** A drug, device, procedure, or care is considered experimental or investigational if:

- There are insufficient outcomes data available from controlled clinical trials published in the peer-reviewed literature to substantiate its safety and effectiveness for the illness or injury involved; or
- It does not have the approval required for marketing by the U.S. Food and Drug Administration (FDA); or
- A nationally recognized medical or dental society or regulatory agency has determined, in writing, that it is experimental, investigational, or for research purposes; or
- It is a type of drug, device, or treatment that is the subject of a Phase I or Phase II clinical trial or the experimental or research arm of a Phase III clinical trial, using the definition of “phases” indicated in regulations and other official actions and publications of the FDA and U.S. Department of Health and Human Services; or
- The written protocol(s) or written informed consent used by the treating facility – or another facility studying the same drug, device, treatment, or procedure – states that it is experimental, investigational, or for research purposes.

#### **Gender Affirming Treatment**

- Any treatment, drug, or service related to gender affirming surgery. Examples of these are:
  - Surgical procedures to alter the appearance or function of the body
  - Hormones and hormone therapy

**Home Health Care:** This is skilled nursing and other therapeutic services provided by a home health care agency in a home setting as an alternative to confinement in a hospital or skilled nursing facility.

**Hospice Care:** This is palliative and supportive care, either on an inpatient or outpatient basis, given to a terminally ill person and to his or her family. The focus of hospice programs is to allow terminally ill patients to remain, for as long as they can, in the familiar surroundings of their home.

**Hospice Care Facility:** This is a facility, or distinct part of one, that mainly provides inpatient hospice care to terminally ill persons, and

- Meets any licensing or certification standards established by the jurisdiction where it is located;
- Keeps a medical record for each patient;
- Provides an ongoing quality assurance program, including reviews by physicians other than those who own or direct the facility;
- Is run by a staff of physicians (at least one staff physician must be on call at all times) and provides 24-hour-a-day nursing services under the direction of an RN; and
- Has a full-time administrator.

**Hospital:** This is a place whose main purpose is to provide on-site, inpatient medical, surgical, and diagnostic services. The facility must:

- Be supervised by a staff of physicians and provide 24-hour-a-day RN service, and
- Operate in accordance with the laws of the jurisdiction in which it is located.

The Plan also recognizes a facility that does not meet all of the requirements above, but does meet the hospital licensing requirements where it operates, and is accredited as a hospital by the Joint Commission on the Accreditation of Healthcare Organizations.

**Infertile or Infertility:** A person is considered infertile if he or she is unable to conceive or produce conception after:

- *For a woman who is under age 35:* one year of timed, unprotected heterosexual sexual intercourse, or 12 cycles of artificial insemination.
- *For a woman who is age 35 or older:* 6 months of timed, unprotected heterosexual sexual intercourse, or 6 cycles of artificial insemination.

**In-Network Pharmacy:** A pharmacy, including a mail order pharmacy, that has a contract with Aetna to dispense drugs to members covered by this Plan.

**In-Network Provider:** This is a health care provider who has contracted to furnish services or supplies for a negotiated charge, but only if the provider is, with Aetna's consent, included in the network directory for the service or supply involved.

**LPN:** This means a licensed practical nurse.

**Mail Order Pharmacy:** An establishment where prescription drugs are legally dispensed by mail.

**Mental Health Disorder**

A **mental health disorder** is in general, a set of symptoms or behavior associated with distress and interference with personal function. A complete definition of **mental health disorder** is in the most recent edition of *Diagnostic and Statistical Manual of Mental Disorders (DSM) of the American Psychiatric Association*.

**Morbid Obesity:** This means:

- Your body mass index (BMI) is more than 40; or
- Your BMI is more than 35 and you have one of the following conditions:
  - Coronary heart disease; or
  - Type 2 diabetes mellitus; or
  - Clinically significant obstructive sleep apnea; or
  - Medically refractory hypertension (blood pressure greater than 140 mmHg systolic and/or 90 mmHg diastolic, despite optimal medical management).

Body mass index (BMI) is a marker that is used to assess the degree of obesity. To calculate your BMI:

- Multiply your weight in pounds by 703.
- Divide the result by your height in inches.
- Divide that result by your height in inches again.

## **Medically Necessary or Medical Necessity**

These are health care or dental services, and supplies or **prescription drugs** that a **physician**, other health care provider or **dental provider**, exercising prudent clinical judgment, would give to a patient for the purpose of:

- preventing;
- evaluating;
- diagnosing; or
- treating:
  - an **illness**;
  - an **injury**;
  - a disease; or
  - its symptoms.

The provision of the service, supply or **prescription drug** must be:

- a) In accordance with generally accepted standards of medical or dental practice;
- b) Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's **illness**, **injury** or disease; and
- c) Not mostly for the convenience of the patient, **physician**, other health care or **dental provider**; and
- d) And do not cost more than an alternative service or sequence of services at least as likely to produce the same therapeutic or diagnostic results as to the diagnosis or treatment of that patient's **illness**, **injury**, or disease.

For these purposes "generally accepted standards of medical or dental practice" means standards that are based on credible scientific evidence published in peer-reviewed literature. They must be generally recognized by the relevant medical or dental community. Otherwise, the standards are consistent with **physician** or dental specialty society recommendations. They must be consistent with the views of **physicians** or **dentists** practicing in relevant clinical areas and any other relevant factors.

The following services or supplies are **not** considered necessary:

- Those that do not require the technical skills of a medical, mental health, or dental professional; or
- Those provided mainly for the personal comfort or convenience of you, any person who cares for you, any person who is part of your family, and any health care provider or health care facility; or
- Those provided only because you are an inpatient on any day when your disease or injury could safely and adequately be diagnosed or treated while not confined as an inpatient; or
- Those provided only because of the setting, if the service or supply could safely and adequately be furnished in a physician's or a dentist's office or other less costly setting.

**Negotiated Charge:** This is the maximum fee an in-network provider has agreed to charge for any service or supply for the purpose of benefits under this Plan.

**Night Care Treatment:** A partial confinement treatment program provided when you need to be confined during the night. A room charge is made by the hospital, psychiatric hospital, or residential treatment facility. Such treatment must be available at least 8 hours in a row a night and 5 nights a week.

**Non-Occupational Disease:** A non-occupational disease is a disease that does not:

- Result from (or in the course of) any work for pay or profit; or
- Result in any way from a disease that does.

A disease will be considered non-occupational regardless of its cause if proof is provided that you:

- Are covered under any type of Workers' Compensation law; and
- Are not covered for that disease under such law.

**Non-Occupational Injury:** A non-occupational injury is an accidental bodily injury that does not:

- Result from (or in the course of) any work for pay or profit; or
- Result in any way from an injury that does.

**Out-of-Network Provider:** This is a health care provider who does not belong to Aetna's network and has not contracted with Aetna to furnish services or supplies at a negotiated charge.

**Partial Confinement Treatment:** A plan of medical, psychiatric, nursing, counseling, and/or therapeutic services to treat mental disorders and substance abuse. The plan must meet these tests:

- It is carried out in a hospital, psychiatric hospital or residential treatment facility; on less than a full-time inpatient basis.
- It is in accord with accepted medical practice for the condition of the person.
- It does not require full-time confinement.
- It is supervised by a psychiatric physician who weekly reviews and evaluates its effect.

**Pharmacy:** A retail or mail order facility where prescription drugs are legally dispensed.

**Physician:** This means a legally qualified physician who:

- Has an M.D. or D.O. degree;
- Is properly licensed or certified to provide medical care under the laws of the jurisdiction where the individual practices; and
- Provides medical services which are within the scope of his or her license or certificate.

This also includes a health professional who:

- Is properly licensed or certified to provide medical care under the laws of the jurisdiction where he or she practices;
- Provides medical service which are within the scope of his or her license or certificate;
- Under applicable insurance law is considered a "physician" for purposes of this coverage;
- Has the medical training and clinical expertise suitable to treat your condition;
- Specializes in psychiatry, if your illness or injury is caused, to any extent, by alcohol abuse, substance abuse or a mental disorder; and
- A physician is not you or related to you.

**Prescriber:** Any physician or dentist, while acting within the scope of his or her license, who has the legal authority to write an order for a prescription drug.

**Prescription:** A prescriber's order for a prescription drug. If it is an oral order (such as a phoned-in prescription), it must be put in writing promptly by the pharmacy.

**Prescription Drugs:** A drug, biological, or compounded prescription that, by federal law, may be dispensed only by prescription and that is required to be labeled "Caution: Federal law prohibits dispensing without prescription."

**Psychiatric Hospital:** A facility whose main purpose is to provide a program for the diagnosis, evaluation, and treatment of mental disorders or alcohol or substance abuse. The facility must:

- Provide infirmary-level medical services and provide (or arrange with a hospital in the area to provide) any other medical service that may be needed.
- Be supervised full-time by a psychiatric physician who is there regularly and responsible for patient care.
- Be staffed by psychiatric physicians involved in care and treatment. A psychiatric physician must be present during the whole treatment day.
- Provide, at all times:
  - Psychiatric social work and nursing services; and
  - Skilled nursing services by licensed nurses who are supervised by a full-time RN.
- Prepare and maintain a written plan of treatment for each patient. The plan must be supervised by a psychiatric physician.
- Meets licensing standards.

A psychiatric hospital is not mainly a school or custodial, recreational, or training institution.

**RN:** This means a registered nurse.

### ***Recognized charge***

The amount of an **out-of-network provider's** charge that is eligible for coverage. You are responsible for all amounts above what is eligible for coverage.

If your ID card displays the National Advantage Program (NAP) logo your cost may be lower when you get care from a **NAP provider** for whom we access NAP rates. Claims for services received from a NAP provider and paid at the NAP contracted rate are not subject to the federal surprise bill law. Through NAP, the **recognized charge** is determined as follows:

- If your service was received from a **NAP provider**, a pre-negotiated charge will be paid. **NAP providers** are **out-of-network providers** that have contracts with Aetna, directly or through third-party vendors, that include a **pre-negotiated charge** for services. **NAP providers** are not **network providers**. (At times Aetna may choose to terminate specific providers from NAP and will notify the provider of such a decision.)
- If your service was not received from a **NAP provider**, a claim specific rate or discount may be negotiated by Aetna or a third-party vendor.

If your claim is not paid as outlined above, the **recognized charge** for specific services or supplies will be the **out-of-network plan rate**, calculated in accordance with the following:

Service or Supply	Out-of-Network Plan Rate
Professional services	An amount determined by <b>Aetna</b> , or its third-party vendors, based on data resources selected by <b>Aetna</b> , reflecting typical competitive charges and/or payments for a service, adjusted for the <b>geographic area</b> in which the service was provided.
Inpatient and outpatient charges of <b>hospitals</b>	Facility Charge Review
Inpatient and outpatient charges of facilities other than <b>hospitals</b>	
<b>Prescription drugs</b>	110% of the average wholesale price (AWP)

**Important note:** If the **provider** bills less than the amount calculated using the **out-of-network plan rate** described above, the **recognized charge** is what the **provider** bills.

In the event you receive a balance bill from a **provider** for your out-of-network service, Patient Advocacy Services may be available to assist you in certain circumstances.

If NAP does not apply to you, the **recognized charge** for specific services or supplies will be the out-of-network plan rate set forth in the above chart.

The out-of-network plan rate does not apply to involuntary services. Involuntary services are services or supplies that are one of the following:

Performed at a network facility by an **out-of-network provider**, unless that **out-of-network provider** is an assistant surgeon for your **surgery**

Not available from a **network provider**

**Emergency services**

We will calculate your cost share for involuntary services in the same way as we would if you received the services from a **network provider**. If you receive a surprise bill, your cost share will be calculated at the median contracted rate.

**Important Note:**

In the case of a surprise bill from an out-of-network provider, where you had no control of their participation in your **covered services**, you will pay the same cost share you would have if the **covered services** were received from a **network provider**. The cost share will be based on the median contracted rate. Contact us immediately if you receive such a bill.

Special terms used

- Average wholesale price (AWP) is the current average wholesale price of a **prescription drug** listed in the Facts and Comparisons, Medi-span weekly price updates (or any other similar publication chosen by **Aetna**).
- Facility charge review (FCR) rate is an amount that we determine is enough to cover the facility **provider's** estimated costs for the service and leave the facility **provider** with a reasonable profit. For **hospitals** and other facilities that report costs (or cost-to-charge

ratios) to CMS, the FCR rate is based on what the facilities report to CMS. For facilities that do not report costs (or cost-to-charge ratios) to CMS, the FCR rate is based on statewide averages of the facilities that do report to CMS. We may adjust the formula as needed to maintain the reasonableness of the **recognized charge**. For example, we may make an adjustment if we determine that in a particular state the charges of ambulatory surgery centers (or another class of facility) are much higher than charges of facilities that report costs (or cost-to-charge ratios) to CMS.

- Geographic area is normally based on the first three digits of the U.S. Postal Service zip codes. If we determine we need more data for a particular service or supply, we may base rates on a wider geographic area such as an entire state.

## Our reimbursement policies

We reserve the right to apply our reimbursement policies to all out-of-network services including involuntary services. Our reimbursement policies may affect the **recognized charge**.

These policies consider:

- The duration and complexity of a service
- When multiple procedures are billed at the same time, whether additional overhead is required
- Whether an assistant surgeon is necessary for the service
- If follow-up care is included
- Whether other characteristics modify or make a particular service unique
- When a charge includes more than one claim line, whether any services described by a claim line are part of or related to the primary service provided
- The educational level, licensure or length of training of the **provider**

Our reimbursement policies may consider:

- The Centers for Medicare and Medicaid Services' (CMS) National Correct Coding Initiative (NCCI) and other external materials that say what billing and coding practices are and are not appropriate
- Generally accepted standards of medical and dental practice
- The views of **physicians** and dentists practicing in the relevant clinical areas
- Aetna's own data and/or databases and methodologies maintained by third parties.

We use commercial software to administer some of these policies. The policies may be different for professional services and facility services.

## Get the most value out of your benefits

We have online tools to help you decide where to get care. Use the "Estimate the Cost of Care" tool on Aetna member website. **Aetna's** secure member website at [www.aetna.com](http://www.aetna.com) may contain additional information that can help you determine the cost of a service or supply. Log on to Aetna member website to access the "Estimate the Cost of Care" feature. Within this feature, view our "Cost of Care" and "Cost Estimator" tools.

**Rehabilitation Facility:** A facility, or a distinct part of a facility which provides rehabilitative services, that meets any licensing or certification standards established by the jurisdiction where it is located, and makes charges for its services.

**Rehabilitative Services:** The combined and coordinated use of medical, social, educational, and vocational measures for training or retraining if you are disabled by illness or injury.

**Residential Treatment Facility (Mental Disorders):** A facility that provides **mental health disorder** services or **substance related disorder** services and meets the following requirements:

- Is licensed and operated in accordance with applicable state and federal law;
- Provides treatment under the direction of an appropriately licensed **physician** for the level of care provided;
- Maintains a written treatment plan prepared by a licensed **behavioral health provider** (RN or master's level) requiring full-time residence and participation;
- Has a licensed **behavioral health provider** (RN or master's level) on-site 24 hours per day, 7 days per week, and is:
  - Credentialed by us, or
  - Certified by Medicare, or
  - Accredited by The Joint Commission (TJC); The Committee on Accreditation of Rehabilitation Facilities (CARF); The American Osteopathic Association's Healthcare Facilities Accreditation Program (HFAP); or The Council on Accreditation (COA).

**Room and Board Charges:** Charges made by an institution for room and board and other necessary services and supplies. The charges must be regularly made at a daily or weekly rate.

If a hospital or other health care facility doesn't identify the specific amounts charged for room and board charges and other charges, Aetna will assume that 40% of the total is the room and board charge, and 60% is other charges.

**Semi-Private Room Rate:** This is the room and board charge that an institution applies to the most beds in its semi-private rooms with 2 or more beds. If there are no such rooms, Aetna will figure the rate based on the rate most commonly charged by similar institutions in the same geographic area.

**Skilled Nursing Facility:** A facility that provides skilled nursing care and meets the following requirements:

- Is licensed and operated in accordance with applicable state and federal law;
- Provides treatment under the direction of an appropriately licensed **physician** for the level of care provided;
- Maintains a written treatment plan prepared by a licensed **provider** (RN or master's level) requiring full-time residence and participation;
- Has a licensed **provider** (RN or master's level) on-site 24 hours per day 7 days per week, and is:
  - Credentialed by us, or
  - Certified by Medicare, or
  - Accredited by The Joint Commission (TJC) or The Committee on Accreditation of Rehabilitation Facilities (CARF).

Skilled nursing facilities also include rehabilitation hospitals, and portions of a rehabilitation hospital and a hospital designated for skilled or rehabilitation services.

Skilled nursing facility does not include institutions that provide only:

- Minimal care
- Custodial care services
- Ambulatory care
- Part-time care services

It does not include institutions that primarily provide for the care and treatment of **mental health disorders or substance related disorders**.

**Specialist:** A specialist is a physician who practices in any generally accepted medical or surgical sub-specialty, and provides care that is not considered routine medical care.

**Substance Abuse:** This is a physical or psychological dependency, or both, on a controlled substance or alcohol agent (These are defined on Axis I in the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association which is current as of the date services are rendered to you or your covered dependents.) This term does not include conditions not attributable to a mental disorder that are a focus of attention or treatment (the V codes on Axis I of DSM); an addiction to nicotine products, food or caffeine intoxication.

**Surgery Center:** This is a freestanding ambulatory surgical facility that is licensed, set up, equipped, and run to provide general surgery, and:

- Is directed by a staff of physicians, at least one of whom is on the premises when surgery is performed and during the recovery period.
- Has at least one certified anesthesiologist at the site when surgery that requires general or spinal anesthesia is performed, and during the recovery period.
- Extends surgical staff privileges to physicians who practice surgery in an area hospital and to dentists who perform oral surgery.
- Has at least two operating rooms and one recovery room.
- Provides or arranges with a medical facility in the area for diagnostic X-ray and laboratory services needed in connection with surgery.
- Does not have a place for patients to stay overnight.
- Provides, in the operating and recovery rooms, full-time skilled nursing services directed by an RN.
- Is equipped and has staff trained to handle medical emergencies. The facility must have:
  - A physician trained in CPR, a defibrillator, a tracheotomy set, and a blood volume expander; and
  - A written agreement with an area hospital for the immediate emergency transfer of patients.
- Provides an ongoing quality assurance program that includes reviews by physicians who do not own or direct the facility.
- Keeps a medical record for each patient.

**Terminally Ill:** This is a medical prognosis of twelve months or less to live.

**Walk-In Clinic:** A free-standing health care facility that treats unscheduled and/or non-emergency illnesses and injuries, and administers certain immunizations.

**Urgent Admission:** A **hospital** admission by a **physician** due to:

A walk-in clinic must be licensed and certified as required by any state or federal law or regulation, and:

- The onset of or change in an **illness**; or
- The diagnosis of an **illness**; or
- An **injury**.
- The condition, while not needing an **emergency admission**, is severe enough to require confinement as an inpatient in a **hospital** within 2 weeks from the date the need for the confinement becomes apparent.

**Urgent Care Facility:** A facility licensed as a freestanding medical facility by applicable state and federal laws to treat an **urgent condition**.

**Urgent Care Provider:** This is a freestanding medical facility that provides unscheduled medical services to treat an urgent condition if your physician is not reasonably available, and:

- Routinely provides ongoing unscheduled medical services for more than 8 consecutive hours;
- Is licensed and certified as required by state or federal law or regulation;
- Keeps a medical record for each patient;
- Provides an ongoing quality assurance program, including reviews by physicians other than those who own or run the facility;
- Is run by a staff of physicians, with one physician on call at all times; and
- Has a full-time administrator who is a physician.

An urgent care provider may also be a physician's office if it has contracted with Aetna to provide urgent care and is, with Aetna's consent, included in its provider directory as an in-network urgent care provider.

A hospital emergency room or outpatient department is not considered to be an urgent care provider.

**Urgent Condition:** This is a sudden illness, injury, or condition that:

- Is severe enough to require prompt medical attention to avoid serious health problems;
- Includes a condition that could cause you severe pain that cannot be managed without urgent care or treatment;
- Does not require the level of care provided in a hospital emergency room; and
- Requires immediate outpatient medical care that can't be postponed until your physician becomes reasonably available.

**Walk-In Clinic:** A free-standing health care facility that treats unscheduled and/or non-emergency illnesses and injuries, and administers certain immunizations.

A walk-in clinic must be licensed and certified as required by any state or federal law or regulation, and:

- Provide unscheduled and/or non-emergency medical services;
- Be staffed by independent practitioners, such as Nurse Practitioners, licensed in the state where the clinic is located;
- Keep a medical record on each patient;
- Provide an ongoing quality assurance program;
- Have at least one physician on call at all times; and
- Have a physician who sets protocol for clinical policies, guidelines, and decisions.

A hospital emergency room or outpatient department is not considered a walk-in clinic.

# Resources and Tools

## Resources

When you have questions or need more information, here are some of the resources available to you.

Resource	Situation	How to Contact
<b>Human Resources Office</b>	Contact your local NAF Human Resources Office (HRO) or use the online enrollment and address change service (where available) when: <ul style="list-style-type: none"><li>• You have a qualifying life event (for example: a change in marital status or the addition of a dependent)</li><li>• You need to report a change in your name, address, or telephone number</li></ul>	Contact your local NAF HRO or see the servicing HRO at your local installation.
<b>Aetna Member Services</b>	Contact Member Services when: <ul style="list-style-type: none"><li>• You have questions about the Plan's benefits</li><li>• You are required to obtain prior approval for a service (precertification)</li><li>• You have a question about a claim</li></ul>	Phone: <b>1-800-367-6276</b> Address: Aetna P.O. Box 14079 Lexington, KY 40512-4079 Online: send an email to <a href="mailto:DODNAF@aetna.com">DODNAF@aetna.com</a>
<b>Aetna Navigator®</b>	Use Aetna Navigator when you need: <ul style="list-style-type: none"><li>• Eligibility or claim status information</li><li>• A replacement ID card</li><li>• Copies of claim forms</li><li>• Access to tools that help you manage your health care</li></ul>	Online: <a href="http://www.aetna.com">www.aetna.com</a>
<b>Informed Health® Line</b>	Call the Informed Health Line when you are looking for information about:	Phone: <b>1-800-556-1555</b> TDD: <b>1-800-270-2386</b>

Resource	Situation	How to Contact
	<ul style="list-style-type: none"> <li>• Medical procedures and treatment options</li> <li>• How to describe symptoms and ask the right questions when talking with your health care provider</li> </ul>	
<b>National Medical Excellence Program</b>	Call the National Medical Excellence Program when you need support for a transplant or other complex medical condition.	Phone: <b>1-877-212-8811</b>

## Online Directory

Aetna's online provider directory gives you the most recent information on the doctors, hospitals, and other providers in the Aetna network. For each doctor or other health care provider, you can learn about his or her credentials and practice, including education, board certification, office location, and handicapped access.

To access the directory, go to [www.aetna.com](http://www.aetna.com) and follow the prompts.

## Health Information Website

Aetna Navigator® is Aetna's benefits and health information website. Aetna Navigator gives you access to secure, personalized features, allowing you to:

- Print eligibility information;
- Request a replacement ID card or print a temporary ID card;
- Download copies of claim forms;
- Check the status of a claim;
- Find benefit balances; and
- Contact Aetna Member Services.

Aetna Navigator also gives you access to useful tools that help you manage your health care:

- **Aetna IntelHealth®** lets you search a wide variety of topics, from specific health conditions and their treatment to the latest developments in disease prevention, wellness, and fitness.
- **Cost of Care**, a tool that allows you to research the costs of office visits, medical tests, and selected medical procedures in your area.
- **Hospital Comparison Tool**, helps you compare area hospitals on measures that are important to your health.
- **Health History Report**, an easy-to-understand summary of your doctor visits, tests, treatments, and other health-related activity, based on claim activity. You can print your Health History Report and share it with your doctor.
- **Health Topics A-Z**, the Healthwise® Knowledgebase is a decision-support tool that provides information on thousands of health-related topics to help you make better decisions about health care and treatment options.
- **Personal Health Record (PHR)**, gives you online access to personal information, including health alerts, your detailed health summary, and information and tools to help you make informed decisions about your health care.

Your PHR combines your claim activity with personal information about your health history that you provide, creating a comprehensive health profile. The PHR will send you and your doctor personalized and relevant health care alerts and messages to help you and your doctor make the best decisions about health care events.

- **Price-A-Drug<sup>SM</sup>**, allows you to:
  - Estimate the cost of a prescription drug from a local retail pharmacy or a mail order pharmacy.
  - Compare the costs of generic and brand-name drugs.

You can access Aetna Navigator at [www.aetna.com](http://www.aetna.com).

## Clinical Policy Bulletins

Aetna uses its Clinical Policy Bulletins (CPBs) as a resource when making benefit and claim decisions. CPBs are written on selected health care topics, such as new technologies and new treatment approaches and procedures. The CPBs describe whether Aetna has determined that a service or supply is medically necessary, based on clinical information.

You can find the CPBs at [www.aetna.com](http://www.aetna.com). The language of the CPBs is technical because it was developed for use in benefit administration, so you should print a copy and review it with your doctor if you have questions.

### *Keep in Mind*

- The CPBs define whether a service or supply is medically necessary, but they do not define whether the service or supply is covered by the Plan. This book describes what is covered and what is not covered by the Plan.
- If you have questions about your coverage, you can contact Aetna Member Services, toll-free, at **1-800-367-6276**.

# HIPAA Privacy Rights

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## Protecting Your Privacy

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) protects the privacy of health information that is related to your coverage under the Plan. This information is called Protected Health Information (PHI). PHI is information about you that is related to your past, present, or future health care treatment or payment for health care services. The HIPAA rules:

- Govern how employers may use and disclose PHI;
- Require employers to provide participants in a health care plan with a notice that explains the practices that are in place to protect PHI; and
- Require employers to abide by the terms of the privacy notice.

This notice describes how the DoD NAF employers may use and disclose your PHI. It also describes your rights with respect to your PHI and how you can exercise those rights.

The DoD NAF employers may, at times, update this notice. Changes to the notice will apply to both current and future PHI that the DoD NAF employers have about you.

## Use and Disclosure of Your Health Information

The DoD NAF employers sponsor the DoD NAF Health Benefits Program (HBP). The medical benefits described in this book and referred to as “the Plan” are part of the DoD NAF HBP. The DoD NAF employers hire business associates, such as Aetna, to help in the administration of the Plan. Each business associate of the Plan must agree in writing to ensure the continuing confidentiality and security of your PHI.

In the course of providing and administering health care benefits, the DoD NAF employers and business associates receive and maintain information about you. HIPAA allows the use and sharing of your PHI, without your consent or authorization, for the following purposes:

- *Treatment:* PHI may be shared with health care providers for coordination and management of health care. Health care providers include physicians, hospitals, and other caregivers who provide health care services.  
For example, the Plan may give PHI to your physician, upon request, when related to your medical care.
- *Payment:* PHI may be shared to determine eligibility, coordinate care, review medical necessity, pay claims, obtain external review, and respond to complaints.  
For example, information from your health care provider may be used to help process your claims. Your personal information may also be used and shared to obtain payment from others that may be responsible for such costs.
- *Health care operations and services:* Personal information may be used and shared as part of Plan operations and services such as credentialing of providers; quality improvement activities; grievance or external review programs; and disease management, case management, and care coordination. This may also include general administrative activities such as detection and investigation of fraud, auditing, and underwriting.  
For example, the Plan may use or share your personal information to inform you about a disease management program.
- *As required by law:* PHI may be disclosed when required by federal, state, or local law.  
For example, the Plan must allow the U.S. Department of Health and Human Services to

audit Plan records. The Plan may also disclose your PHI as authorized by, and to the extent necessary to comply with, Workers' Compensation or other similar laws.

PHI may also be used or shared for the following (this is not an inclusive list):

- *Health care oversight and law enforcement*: to comply with federal or state oversight agencies. These may include your state Department of Insurance or the U.S. Department of Labor.
- *Legal proceedings*: to comply with a court order or other lawful process.
- *Treatment options*: to inform you about treatment options or health related benefits or services.
- *Plan sponsors*: to permit health plan sponsors to administer your benefits.
- *Research*: to researchers where all procedures required by law have been taken to protect the privacy of the data.
- *Others involved in your health care*: certain personal information may be shared with a relative, such as your spouse or domestic partner, close personal friend, or others whom you have identified as being authorized to receive information about your health care.
- *Personal representatives*: personal information may be shared with people you have authorized to act on your behalf. Examples include parents of an unemancipated minor or those having a Power of Attorney.
- *Business associates*: to persons providing services to the DoD NAF employers, and who have agreed in writing that they will protect the information.
- *Other situations*: personal health information may also be shared in certain public interest situations. Examples include protecting victims of abuse or neglect, preventing a serious threat to health or safety, and tracking diseases or medical devices as required by law.

### ***Other Sharing of Information and Treatment of Information If You Are No Longer Enrolled***

The DoD NAF employers and business associates will obtain your written permission to use or share your health information for reasons not identified by this notice. If you withdraw your permission, your health information will not be used or shared in the future for those reasons.

Your information is not destroyed when your coverage ends. It may be necessary to use and share your information, for many of the purposes described above, even after your coverage ends. However, your information will continue to be protected regardless of your coverage status.

## **Your Rights**

HIPAA provides you with certain rights. You must make a written request to exercise these rights:

- *Requesting restrictions*: You have the right to request a restriction on the use or sharing of your health information for treatment, payment, or health care operations. The DoD NAF employers are not legally required to agree to a requested restriction. However, if your requested restriction is agreed to, it will be treated as if it is part of the HIPAA Privacy Rule.
- *Confidential communications*: You can request that the DoD NAF employers communicate with you about your health and related issues in a certain way, or at a certain location. For example, you may ask that the DoD NAF employers contact you by mail rather than by telephone, or at work rather than at home. The DoD NAF employers will accommodate reasonable requests.

- *Access and copies:* You can obtain a copy of your PHI. There may be a fee for the costs of copying, mailing, labor, and supplies related to your request. Your request for PHI may be refused in some situations. If your request is denied, the denial may be reviewed. The review will be done by someone who was not involved in the original decision to deny your request.
- *Amendment:* You may ask to have PHI amended if you believe it is incorrect or incomplete. You must provide your request and the reason for your request in writing. Your request may be denied if the information you want to amend:
  - Is accurate and complete;
  - Was not created by the DoD NAF employers, unless the person or entity that created the PHI is no longer available to make the amendment;
  - Is not part of the PHI kept by the DoD NAF employers; or
  - Is not part of the Protected Health Information that you would be permitted to inspect and copy.
- *Accounting of disclosures:* You may request a list of the disclosures made by the DoD NAF employers or business associates. All requests for an accounting of disclosures must state a time period that cannot be more than 6 years prior to the date of the request and may not include dates before April 14, 2003. You do not have to pay for the list, unless you requested a similar list within the previous 12 months. In that situation, you'll be told the cost for an additional request, and you may withdraw your request before you incur any costs.

## Filing a Complaint or Receiving Additional Information

If you have any questions about this notice, please contact your NAF employer or:

Department of Defense/DCPAS/HROPS  
NAF Personnel Policy Division  
Attn: DoD NAF HBP Privacy Officer  
4800 Mark Center Drive, Suite 05G21  
Alexandria, VA 22350-1100

If you believe your privacy rights have been violated, you may contact your NAF employer or:

Secretary of the Department of Health and Human Services  
Hubert H. Humphrey Building  
200 Independence Avenue S.W.  
Washington, DC 20201

You will not be retaliated against for filing a complaint.