

**Declaration of Coverage
MercyCare Health Plans
P.O. Box 550
Janesville, Wisconsin 53547-0550**

PLAN TYPE:

GROUP NUMBER:

EMPLOYER:

EMPLOYEE:

CERTIFICATE NUMBER:

EFFECTIVE DATE:

MercyCare Health Plans has entered into an agreement with your Group to provide you with a healthcare benefit program. MercyCare Health Plans has issued and delivered to your Group a Policy. A copy of which is available for your review at your Group's office.

This is your Declaration of Coverage as long as you are eligible for insurance and you become and remain insured. The Certificate of Coverage explains the terms and conditions of your insurance coverage. Read the Certificate of Coverage carefully. If you have questions, contact your Group's Insurance Administrator or MercyCare Health Plans, at the address shown above. This Certificate of Coverage replaces any previous Certificate of Coverage that you may have been issued. This Certificate of Coverage incorporated into and forms a part of the Policy issued to the Group. However, if the terms of this Certificate of Coverage differ from the terms of the Group Policy, the Group Policy will govern.

Your name, as an Employee insured under the Group Policy, and the names of your Dependents, who are also insured under the Group Policy, are as set forth in the Enrollment Form, which you completed and which is made a part of the Group Policy.

Complaint Procedures Amendment
MercyCare Insurance Company
P.O. Box 550
Janesville, Wisconsin 53547-0550

This document replaces the Complaint Procedures section of your MercyCare Certificate of Coverage. Please keep it with your certificate.

COMPLAINT PROCEDURES

MercyCare is committed to ensuring that all member concerns are handled in an appropriate and timely manner. We ensure that every member has the opportunity to express dissatisfaction with any aspect of the Plan.

VERBAL COMPLAINT

If you have a complaint regarding a decision made by the Plan or with any other aspect of the Plan, you may contact our Customer Service Department via the telephone.

If the Customer Service Department is unable to resolve your complaint initially, they will contact you by phone with the outcome within 10 working days of the receipt of the complaint.

If you are not satisfied with the resolution of the complaint, you may submit a written request for a grievance hearing.

GRIEVANCE

You have the right to request a grievance hearing at any time you are dissatisfied with a decision made by the Plan, or with any other aspect of the Plan by submitting your concern to the Plan in writing.

The Customer Service Department will send notification, acknowledging the receipt of your grievance request within 5 days. You will then be contacted via the telephone (if available) by a Customer Service Representative who will explain the grievance process and advise you of the next available date for a grievance hearing. You will receive a written confirmation of your hearing date a minimum of 7 days before the hearing is scheduled.

The Grievance Committee will review the substance of your concern and review all relevant documents pertaining to the grievance. The Grievance Committee will not include the person who made the

initial determination. There will be at least one member of the committee who is a MercyCare insured and who is not employed by MercyCare, if possible.

At your grievance hearing, you and/or a representative you have chosen to act on your behalf have the right to be present and/or a representative you have chosen to act on your behalf may present information relevant to the grievance. If you choose not to be present, you may also participate in the hearing through a conference call.

The Grievance Committee will then make a decision on the resolution of the grievance.

Within five (5) working days of the grievance hearing, the Customer Service Department will send a letter to you with the resolution of the grievance and if applicable any corrective action that will be taken.

All grievances will be decided within thirty calendar days after receipt of the grievance, unless there are extenuating circumstances. In such cases, Customer Service will notify the member in writing before the 30th day that the grievance has not been decided, the reason for the delay, and when a decision on the grievance may be expected. MercyCare will resolve the case within thirty calendar days after giving this notice.

An expedited review may be obtained if a delay of service could seriously jeopardize your life or health or your ability to regain maximum function, or if a reviewing physician advises us that you would subject to severe pain that cannot be adequately managed without the care or treatment that is the subject of the grievance, or that the grievance should be expedited. You will be notified by phone of the outcome as quickly as your health condition requires, but not more than 72 hours after receipt of the grievance.

You will also be notified of any additional rights you have in case the results are not to your satisfaction.

MercyCare will acknowledge your request for independent review within 2 days of receipt of the request and immediately notify the independent review organization you selected. If the independent review organization determines that your case should be expedited (because following the normal procedure would jeopardize your life or health or your ability to regain maximum function), MercyCare will forward the case to the independent review organization within 1 day after receiving the request for review. Otherwise, MercyCare will forward the case to the independent review organization within 5 business days after receiving the request for independent review.

In addition to the information provided by you and MercyCare, the independent review organization may consider any typed or printed, verifiable medical or scientific evidence that the independent review organization determines is relevant, regardless of whether the evidence has been submitted for consideration at any time previously. Any information you or MercyCare submit to the independent review organization must also be submitted to the other party. If, on the basis of any additional information, MercyCare reconsiders your case and determines that the treatment should be covered, the independent review is terminated. An independent review does not include appearances by you or your authorized representative, any person representing MercyCare, or any witness on behalf of either you or MercyCare.

A decision of an independent review organization regarding an adverse determination must be consistent with the terms of the plan. A decision of an independent review organization regarding an experimental treatment determination is limited to a determination of whether the proposed treatment is experimental. The independent review organization will determine that the treatment is not experimental and find in your favor only if the independent review organization finds all of the following:

- a. The treatment has been approved by the Food and Drug Administration (FDA), if the treatment is subject to the approval of the FDA.
- b. Medically and scientifically accepted evidence clearly demonstrates that the treatment is proven safe, can be expected to produce greater benefits than the standard treatment without posing a greater adverse risk to you, and meets the coverage terms of the plan and is not specifically excluded under the terms of the plan.

The independent review organization will make a decision within 30 business days after receiving all pertinent information required to make the decision.

If the independent review organization is working with an expedited case, it will make its decision as quickly as your health condition requires, but not more than 72 hours after receipt of all pertinent information required to make the decision. In the case of an expedited review, the independent review organization will notify you and MercyCare of its decision within 1 hour of making the decision, or as soon as possible.

The independent review organization decision will be in writing, signed on behalf of the independent review organization, and served by personal delivery or by mailing a copy to you or your authorized representative and to MercyCare. The decision is binding on you and MercyCare.

OFFICE OF THE COMMISSIONER OF INSURANCE

You may resolve your problem by taking the steps outlined above. You may also contact the Office of the Commissioner of Insurance to file a complaint. The Office of the Commissioner of Insurance is a state agency that enforces Wisconsin's insurance laws. To request a complaint form, you can contact the Office of the Commissioner of Insurance by one of the following:

Office of the Commissioner of Insurance
P.O. Box 7873
Madison, WI 53707-7873
(800) 236-8517
(608) 266-3585
Fax: (608) 264-8115
Email: marketreg@oci.state.wi.us
Website: www.oci.wi.gov

MercyCare HMO, Inc.
MercyCare Insurance Company
P.O. Box 550
Janesville WI 53547-0550

External Review Amendment

This External Review Amendment changes your Certificate of Coverage by adding or replacing parts of that certificate. All other parts of your certificate remain the same. Please keep this amendment with your certificate.

Your certificate is amended by replacing *Independent Review* section with the following:

EXTERNAL REVIEW

1. Definitions.

"Adverse benefit determination." A decision by MercyCare:

- To deny or terminate a benefit or fail to make a payment (in whole or in part) for any benefit on the basis that you are not eligible to participate in a plan, due to a utilization review, or on the basis that the item or service requested is experimental, investigational or not medically necessary or appropriate;
- To rescind your coverage, whether or not there is an adverse effect on a particular benefit at the time of the rescission.

"Final internal adverse benefit determination." An adverse benefit determination that has been upheld by MercyCare after you exhaust the internal appeals process described in the *Grievance* section of this certificate. The term also includes any adverse benefit determination that is deemed to have exhausted the internal appeals process because MercyCare has not strictly complied with that process.

"Independent review organization" or "IRO." A neutral organization engaged by MercyCare to independently review adverse benefit determinations. Independent review organizations must be accredited by URAC or by a similar nationally-recognized accrediting organization.

"Preliminary review." The initial review of your request for external appeal conducted by MercyCare to determine if your request is complete and eligible for external review.

5. Review by Independent Review Organization.

The assigned IRO will review all the information and documents it timely receives. It will review MercyCare's decision independent of any decision or conclusions reached by MercyCare as part of its internal appeals process.

You may submit additional information in writing to the assigned IRO. The IRO is required to consider any information or materials provided within 10 business days after you receive the initial notice from the IRO that your request for external review has been accepted. The IRO may, but is not required to, accept and consider additional information submitted after 10 business days. The IRO will forward any additional information you submit to MercyCare.

If, on the basis of any additional information you submit, MercyCare reconsiders your case and decides that the treatment should be covered, the external review is terminated. An external review does not include appearances by you or your authorized representative, any person representing MercyCare, or any witness on behalf of either you or MercyCare.

The assigned IRO will provide written notice of its final decision to you and to MercyCare within 45 days after the IRO receives the request for external review. The written decision will include a general description of the reason for the request including information necessary to identify the claim, the date the IRO received the assignment to conduct the external review and the date of the IRO's decision, references to the evidence or documents the IRO considered in reaching its decision, a discussion of the principal reason for its decision.

If the assigned IRO provides written notice to MercyCare that it is reversing the final internal adverse benefit determination, MercyCare will immediately provide coverage or payment for the requested item or service.

6. Expedited Review.

An adverse benefit determination is eligible for an expedited external review if it involves a medical condition for which the timeframe for completion of an expedited internal appeal under the interim final regulations would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function and if you have filed a request for an expedited internal appeal.

MercyCare HMO, Inc.
P.O. Box 550
Janesville WI 53547-0550

Dependent Amendment

This Dependent Amendment changes your Certificate of Coverage by adding or replacing parts of that certificate. All other parts of your certificate remain the same. Please keep this amendment with your certificate.

Your certificate is amended by replacing *Dependent* in the Glossary section with the following:

DEPENDENT

Dependent means the following:

1. a covered employee's lawful spouse; or
2. a covered employee's natural blood-related child, adopted child, child placed for adoption with the covered employee, stepchild or legal ward who is under the age of 26; or
3. a dependent child (as described in paragraph 2 of this definition, regardless of age) who is a full-time student as defined in this Certificate, if the child was called to federal active duty in the National Guard or in a reserve component of the U.S. armed forces while the child was under 27 years of age when attending, on a full-time basis, an institution of higher learning; to qualify under this paragraph, the child must apply to an institution of higher education as a full-time student within 12 months from the date the child fulfilled his or her active duty obligation and, when a child is called to active duty more than once within a 4-year period of time, we will use the adult child's age when first called to active duty for determining eligibility under this paragraph; or
4. an unmarried, natural child of a dependent child (as described in paragraph 2 or 3 of this definition) until the dependent child is 18 years of age.

In the case of a child placed for adoption with the covered employee, "placed for adoption" is defined in section 632.896, Wisconsin Statutes.

If the employee is the father of a child born outside of marriage, the child does not qualify as a dependent unless there is a court order declaring paternity or acknowledgment of paternity is filed with the Wisconsin Department of Health Services or the equivalent agency if the birth was outside of the state of Wisconsin. Upon qualification, coverage for the child will be effective according to the Eligibility and Effective Date of Coverage section.

Transitional Treatment Amendment
MercyCare Health Plans
P.O. Box 550
Janesville, Wisconsin 53547-0550

This amendment replaces the Transitional Treatment entry under the Psychological Disorder and Chemical Dependency part of the Benefit Provisions section of your MercyCare Certificate of Coverage. All other provisions of your certificate remain the same. Please keep this amendment with your certificate.

- Transitional Treatment – Treatment received in an outpatient setting that is more intensive than traditional outpatient care but less restrictive than traditional inpatient care is covered up to the benefit maximum specified in the Schedule of Benefits.
Transitional treatment is limited to intensive outpatient programs certified by the American Society of Addictive Medicine for the treatment of psychoactive substance abuse disorders, and the following programs certified by the Department of Health and Family Services: mental health services and treatment for alcoholism and other drug problems in day treatment programs; services for chronic mental illness in community support programs; services for alcohol or drug dependent members in certified residential treatment programs; and programs to provide coordinated emergency mental health services for members who are experiencing a mental health crisis or who are in a situation likely to turn into a mental health crisis if support is not provided for the period of time the member is experiencing a mental health crisis until the member is stabilized or referred to other provider for stabilization. Programs providing coordinated emergency mental health services for members must provide timely notice to MercyCare to facilitate coordination of such services.

Work Injury or Sickness Amendment
MercyCare Health Plans
P.O. Box 2770
Janesville, Wisconsin 53547-2770

This amendment changes your Certificate of Coverage issued by MercyCare HMO, Inc. and MercyCare Insurance Company. All other provisions of your certificate remain the same. Please keep this amendment with your certificate.

The first bullet point under the General Exclusions and Limitations part of the Benefit Provisions section of your certificate is replaced with the following:

- Treatment for a bodily injury or sickness arising from or sustained in the course of any occupation or employment for compensation, profit or gain, except when such occupation or employment is as a domestic servant; employee of a farmer or other employer that is not required to have Worker's Compensation coverage; volunteer; or partner in or sole proprietor or LLC member of a business on a substantially part-time basis. This exclusion applies whether or not you have Worker's Compensation coverage, or file a claim or receive benefits under any coverage you have.

The Workers Compensation part of the General Provisions section of your certificate is replaced with the following:

WORKER'S COMPENSATION

The policy is not issued in lieu of nor does it affect any requirement for coverage by Worker's Compensation. Treatment for a bodily injury or sickness arising from or sustained in the course of any occupation or employment for compensation, profit or gain is not covered under this policy, except when such occupation or employment is as a domestic servant; employee of a farmer or other employer that is not required to have Worker's Compensation coverage; volunteer; or sole proprietor, partner in or sole proprietor or LLC member of a business on a substantially part-time basis. This exclusion applies whether or not you actually have Worker's Compensation coverage, or file a claim or receive benefits under any coverage you have. If the Plan paid for the treatment of any such bodily injury or sickness, the Plan has the right to recover such payments as described under the Right to Recovery provision of the Coordination of Benefits section of this certificate unless the bodily injury or sickness arose from or was sustained in the course of occupation or employment as a domestic servant; employee of a farmer or other employer that is not required to have Worker's Compensation coverage; volunteer; or sole proprietor, partner in or sole proprietor or LLC member of a business on a substantially part-time basis. You must reimburse the Plan, and the Plan will exercise the right to recover against you.

The recovery rights will be applied even though:

1. Any Worker's Compensation benefits are in dispute or are made by means of settlement or compromise; or
2. No final determination is made that the bodily injury or sickness arose from or was sustained in the course of any occupation or employment for compensation, profit or gain; or
3. The amount of any Worker's Compensation due for medical or health care is not agreed upon or defined by you or Worker's Compensation; or
4. The medical or health care benefits are specifically excluded from any Worker's Compensation settlement or compromise.

This provision will also apply in the same manner to coverage under any Occupational Disease Act or Law.

Acupuncture Coverage Amendment
MercyCare Health Plans
P.O. Box 550
Janesville, Wisconsin 53547-0550

This amendment changes your Certificate of Coverage issued by MercyCare HMO, Inc. and MercyCare Insurance Company. All other provisions of your certificate remain the same. Please keep this amendment with your certificate.

The purpose of this amendment is to set forth the terms for coverage of acupuncture.

The bullet point under the General Exclusions and Limitations part of the Benefit Provisions section of your certificate excluding coverage for "Acupuncture" is removed.

The Benefit Provisions section is amended to include the following:

ACUPUNCTURE

Covered Services:

- Acupuncture services performed by a certified or licensed participating acupuncturist are covered without a referral.
- Services are limited to 12 visits per contract year. Services are also subject to such coinsurance, copayments, and other terms as are specified for Physician Services – Illness/Injury Related in your Schedule of Benefits.

Non-Covered Services:

- Acupuncture services in excess of 12 visits per contract year.
- Acupuncture services provided by non-participating providers.
- Acupuncture services provided by non-certified or non-licensed providers.

Participating acupuncturists can be found in your provider directory.

MercyCare Health Plans
P.O. Box 550
Janesville WI 53547-0550
(608) 752-3431

**Residential Treatment for Psychological Disorder
and Chemical Dependency Amendment**

This amends your Certificate of Coverage by MercyCare. Except as stated below, the terms of your Certificate remain the same. Please keep this amendment with your Certificate.

The following replaces the Transitional Treatment entry under the Psychological Disorder and Chemical Dependency part of the Benefit Provisions section of your Certificate:

- Transitional Treatment – Treatment received in an outpatient setting that is more intensive than traditional outpatient care but less restrictive than traditional inpatient care is covered up to the benefit maximum specified in the Schedule of Benefits.

Transitional treatment is limited to intensive outpatient programs certified by the American Society of Addiction Medicine for the treatment of psychoactive substance abuse disorders; and the following programs certified by the Department of Health Services: mental health services and treatment for alcoholism and other drug problems in day treatment programs; services for chronic mental illness in community support programs; services for alcohol or drug dependent members in certified residential treatment programs; services for the treatment of psychological disorders in certified residential treatment programs; and programs to provide coordinated emergency mental health services for members who are experiencing a mental health crisis or who are in a situation likely to turn into a mental health crisis if support is not provided for the period of time the member is experiencing a mental health crisis until the member is stabilized or referred to other providers for stabilization. Programs providing coordinated emergency mental health services for members must provide timely notice to MercyCare to facilitate coordination of such services.

The word “Outpatient” in the second bullet point under **Coverage Provisions** under the Psychological Disorder and Chemical Dependency part of the Benefit Provisions section of your Certificate is deleted.

The clause “or residential care except for the treatment of alcohol or drug dependency” in the third bullet point under **Non-Covered Services** under the Psychological Disorder and Chemical Dependency part of the Benefit Provisions section of your Certificate is deleted.