



Coventry Health Care of Georgia, Inc.

Point-of-Service (POS) Amendment to HMO Certificate of Coverage

This Point-of-Service ("POS") Amendment is an amending attachment to the Coventry Health Care of Georgia, Inc. HMO Certificate of Coverage ("HMO Certificate"). The purpose of this POS Amendment is to add Point-of-Service provisions to the HMO Certificate, to allow Coverage for Out-of-Network benefits.

The HMO Certificate is hereby amended to reflect the changes indicated below:

1. Page 1 of the HMO Certificate is hereby revised to replace the title as follows:

Replace:

"Coventry Health Care of Georgia, Inc. Health Maintenance Organization ("HMO") Certificate of Coverage"

With:

"Coventry Health Care of Georgia, Inc. Point-of-Service ("POS") Certificate of Coverage".

2. Page 1 of the HMO Certificate is further revised to add the following paragraphs:

"Under this POS Health Plan, inpatient, outpatient and other Covered Services are available through both In-Network (Participating) Providers and Out-of-Network (Non-Participating) Providers. Benefits under this Health Plan are subject to Our Utilization Management Program. Please be aware that Coverage may be denied if the Covered Services You receive are not compliant with the Utilization Management Program. See Section 1.3 for more information on Our Utilization Management Program.

Keep in mind that using a Participating Provider (Your In-Network benefits) will usually cost You less than using a Non-Participating Provider (Your Out-of-Network benefits). The reason is that Participating Providers are contracted with Us to provide health care services to Members for a lower fee, whereas Non-Participating Providers are not contracted with Us. Please see Section 1 for more information on how Your In-Network and Out-of-Network benefits work."

3. Page 3 of the HMO Certificate is hereby revised to add the following new paragraph 3:

"This Agreement gives You access to both In-Network benefits (provided by Participating Providers) and Out-of-Network benefits (provided by Non-Participating Providers). Keep in mind that using Out-of-Network Benefits will cost You more than using In-Network benefits. Please read Section 1 to learn more about how Your In-Network and Out-of-Network benefits work, and call our Customer Service Department at 1-800-395-2545 if You have any questions."

Coventry Health Care of Georgia, Inc. – POS Amendment to HMO Certificate of Coverage

4. **Section 1, Using Your Benefits, of the HMO Certificate is hereby deleted in its entirety and replaced with the following new Section 1:**

"Under this POS Health Plan, We offer In-Network health care services to You and Your enrolled family members through a network of Participating Providers. Participating Providers have signed a contract with Us in which they agree to provide health care services to Members for a lower fee. Our Participating Provider network may change from time to time. Please visit our website at www.chcga.com, or call Our Customer Service Department at 1-800-395-2545, to find out if a Provider is a Participating Provider.

If a Provider does not have a contractual agreement with Us, the Provider is considered to be a Non-Participating Provider.

Keep in mind that using a Participating Provider (Your In-Network benefits) will cost You less than using a Non-Participating Provider (Your Out-of-Network benefits). If services are provided to You by a Non-Participating Provider, those services will be paid at the Out-of-Network level using the Out-of-Network Rate ("ONR"). Please see Section 1.8 below for more information on Out-of-Network Providers and the ONR.

If You receive Covered Services at an In-Network hospital or outpatient facility, You might inadvertently receive some services from Non-Participating Providers. In this instance, We will pay the In-Network level for Covered Services provided by a Non-Participating Pathologist, Anesthesiologist, Radiologist, or Emergency Room Physician.

1.1 Membership Identification (ID) Card. Every Health Plan Member receives a membership ID card. Please carry Your Member ID card with You at all times, and present it before health care services are rendered. If Your Member ID card is missing, lost, or stolen, contact Our Customer Service Department at (800) 395-2545 or visit Our website at www.chcga.com to order a replacement.

1.2 Primary Care Physicians (PCPs) and Participating Providers. Although You are not required to select a PCP under Your Health Plan, We encourage You to select a PCP from the Directory of Health Care Providers. **The role of the PCP is important to the coordination of Your care, and You are encouraged to contact Your PCP when medical care is needed. This may include preventive health services, consultation with Specialists and other Providers, Emergency Services, and Urgent Care.**

You can select a PCP from one of the following specialties: Family Practice, Internal Medicine, General Practice, or Pediatrics. You may choose one PCP the entire family, or each Dependent may select a different PCP. To locate the most current Directory of Health Care Providers, please visit Our website at www.chcga.com. Our online provider directory is updated at least monthly.

Should You wish to change Your PCP, You must contact Our Customer Service Department at (800) 395-2545. You may also visit Our website at www.chcga.com to make this change.

Female Members age thirteen (13) and older may select a Participating OB-GYN Physician and seek primary care services directly from their Participating OB-GYN Physician if they wish (no PCP selection or referral is needed).

Please visit Our website at www.chcga.com to find the most current list of Participating Providers.

1.3 Prior Authorization and Utilization Management. When You receive care from an In-Network or Out-of-Network Provider, You must comply with all of the Utilization Management Program policies and procedures noted in this Section 1.3. Our Utilization Management Program is designed to help You receive Medically Necessary health care in a timely manner, and at the most reasonable cost. It is an effective measure in helping to monitor the quality and cost-effectiveness of Your health care.

Coventry Health Care of Georgia, Inc. – POS Amendment to HMO Certificate of Coverage

Our utilization management nurses review requests for non-emergency and non-maternity Hospital admissions, outpatient surgeries and other outpatient procedures. Our nurses also monitor the care You receive during a Hospital stay and at home after discharge.

General Policies. The following policies apply to both In-Network and Out-of-Network services:

- **Except for emergencies and maternity admissions, all hospitalizations and most outpatient procedures require Prior Authorization.** You must ask Your Provider to contact Us at least ten (10) days prior to a scheduled Hospital admission, outpatient surgery or other outpatient procedure (except for emergencies and maternity admissions) to obtain Prior Authorization. If You are admitted to a facility prior to the date Authorized by Us, then You will be responsible for all charges related to the unauthorized days. The only exception to this policy is if You are already admitted to an inpatient facility on the effective date of Your Coverage under this Plan.
- **We will Authorize only Medically Necessary Covered Services.** If You obtain services which are not Medically Necessary, and the services are not Authorized by Us, then You will be responsible for all charges for those services.
- **Intentional material misrepresentation:** If We Authorize a service that We later determine was based on an intentional material misrepresentation about Your health condition, then payment of the service will be denied. You will be responsible for all charges related to that service.
- **Notification letter:** When We approve or deny a Prior Authorization request, We will send a notification letter to You and Your Provider.
- **Right to appeal:** You have the right to appeal any Utilization Management Program decision regarding Medical Necessity. Please see the appeal procedures in Section 8.
- **Attending Physician responsibility:** Under all circumstances, the attending Physician bears the ultimate responsibility for the medical decisions regarding Your treatment.
- **Prior Authorization requirements are subject to change from time to time.** Please ask Your Provider to call Customer Service at 1-800-395-2545 to find out if a Covered Service requires Prior Authorization. The Prior Authorization phone number is located on the back of Your Member ID Card.

**It is Your responsibility to ensure that
Your Provider contacts us to obtain Prior Authorization.
Please call Our Customer Service Department at 1-800-395-2545 to determine if a Covered Service
requires Prior Authorization.**

- 1.4 Access to Services.** We make every effort to ensure that Your access to Covered Services is quick and easy and the services are reasonably available. If You wish to see a particular Provider who is not accepting new patients or is no longer participating in Our network, please call Our Customer Service Department at (800) 395-2545. We can help You find another Participating Provider that meets Your needs. You may also nominate Your Non-Participating Provider to become a Participating Provider with Coventry, or nominate Your Non-Participating Provider under the Consumer Choice Option. Please call Our Customer Service Department for more information.

Continuity of care is especially important to Us. If Your Participating Provider unexpectedly stops participating with Us while You are in the middle of treatment, please call Us so We can help You continue treatment with another Participating Provider. In the following situations, We will allow You to continue Your treatment with Your Non-Participating Provider:

- a. If You are suffering from terminal or chronic illness or are an inpatient, We will continue to

Coventry Health Care of Georgia, Inc. – POS Amendment to HMO Certificate of Coverage

pay for Covered Services You receive from Your Non-Participating Provider for sixty (60) days following the Provider's termination from Our network; and

- b. If You are pregnant, We will continue to pay for Covered Services rendered by Your Non-Participating Provider through delivery and including six (6) weeks of post-delivery care.

We will provide Medically Necessary health care services twenty-four (24) hours a day, seven (7) days a week.

- 1.5 Copayments, Coinsurance, Deductibles, and Carryover.** Your Copayment, Coinsurance and Deductible amounts are listed in Your Schedule of Benefits. You are responsible for paying Copayments to Your Provider at the time of service. Coinsurance and Deductible amounts, based on the Health Plan's reimbursement to the Provider, may be due to the Provider before or at the time of service. The typical order of payment of these amounts on claims is as follows: Copayments are applied first, then Deductibles and finally Coinsurance. However, please be aware that Your specific Plan may have different rules. Please see Your Schedule of Benefits for the specific rules of Your Plan.

In-Network: If You receive In-Network Covered Services, You are responsible only for the applicable Copayment, Deductible and/or Coinsurance amounts noted in Your Schedule of Benefits.

Out-of-Network: If You receive Out-of-Network Covered Services, You are responsible for the applicable Copayment, Deductible and/or Coinsurance amounts noted in Your Schedule of Benefits, **plus** any amount in excess of the Out-of-Network Rate (ONR). Please see Section 1.8 for more information on the Out-of Network Rate and Your potential Out-of-Network liability.

Please Note: The applicable Copayment, Deductible and/or Coinsurance amounts must be paid for every In-Network and Out-of-Network Physician office visit.

Individual Deductible. Before the Health Plan will pay for Your Covered Services, You must satisfy Your individual annual In-Network or Out-of-Network Deductible, as applicable. You satisfy the annual In-Network and Out-of-Network Deductible by directly paying Your In-Network or Out-of-Network Provider (as applicable) for Covered Services. After the individual annual Deductible is satisfied, the Health Plan will pay for Your Covered Services, minus any applicable Copayments or Coinsurance.

Family Deductible. If your family includes two (2) or three (3) individuals, each family Member is required to meet one hundred percent (100%) of his/her individual annual Deductible (as noted above) before the Health Plan will pay for Your family's Covered Services, minus any applicable Copayments or Coinsurance. However, if Your family is made up of four (4) or more individuals, the family has satisfied the annual Deductible when:

- a. three (3) family Members have each satisfied their individual annual Deductibles; or
- b. four (4) or more family Members have cumulatively satisfied an amount equal to three (3) individual annual Deductibles.

Please be aware that payments You make for non-Covered Services will not count toward the satisfaction of Your individual or family annual In-Network or Out-of-Network Deductible, as applicable.

Carryover. If You pay any portion of Your annual Deductible (as noted above) during the last three (3) months of the Benefit Year, that paid amount will carryover and be applied toward the satisfaction of Your new annual Deductible in the following Benefit Year. For example: Your Benefit Year begins on October 1 of each year, and Your In-Network Deductible is \$1,000. During the months of July, August and September of Benefit Year 1, You pay \$750 towards Your In-Network Deductible. On October 1, the first day of Benefit Year 2, We will "carryover" and apply

Coventry Health Care of Georgia, Inc. – POS Amendment to HMO Certificate of Coverage

the \$750 towards Your In-Network Deductible for Benefit Year 2, and You will owe only \$250 to fully satisfy Your annual In-Network Deductible for the remainder of Benefit Year 2.

For Members enrolled in a Qualified High Deductible Health Plan with a health savings

account (HSA): Please be aware that Deductible carryover may disqualify Your Plan. Under Georgia law 33-6-5(14), amended in 2005, Qualified High Deductible Health Plans purchased in connection with a tax-advantaged program such as an HSA are exempted from the carryover deductible requirement, therefore the example outlined above does not apply to Your Plan. Please visit the Internal Revenue Service website, or consult with Your financial advisor for more information.

- 1.6 Out-of-Pocket Maximum (“OOP Max”).** Your In-Network and Out-of-Network Out-of-Pocket Maximum (“OOP Max”) amounts are listed in Your Schedule of Benefits. The individual OOP Max amounts are the total amounts You must pay out of Your pocket annually for In-Network and Out-of-Network Covered Services. The family OOP Max amounts are the total amounts family Members must pay annually for In-Network and Out-of-Network Covered Services.

Most Coinsurance amounts are applied to the annual OOP Max.
Copayments and Deductible amounts typically are **not** applied to the annual OOP Max.
Please see Your Schedule of Benefits for the specific rules concerning the amounts that apply to the annual OOP Max.

In-Network: If You satisfy the annual In-Network OOP Max, then You pay nothing more for In-Network Covered Services for the remainder of the Benefit Year, except for In-Network Copayments.

Out-of-Network: If You satisfy the annual Out-of-Network OOP Max, then You pay nothing more for Out-of-Network Covered Services for the remainder of the Benefit Year, **except for Out-of-Network Copayments and amounts You pay in excess of the Out-of-Network Rate (“ONR”).** Please see Section 1.8 for more information on Out-of-Network benefits and the ONR.

Please Remember:
When You obtain Out-of-Network services, any amounts You pay in excess of the Out-of-Network Rate (ONR) are **not** applied to Your Out-of-Network OOP Max.
Even if You have satisfied the Out-of-Network OOP Max, You must continue to pay amounts in excess of the ONR when You obtain Out-of-Network services.
Please see Section 1.8 for more information on Out-of-Network benefits, the ONR and Your potential Out-of Network liability.

[Please be aware that there may be separate Out-of-Pocket Maximum amounts for Covered Services provided under Riders to Your Health Plan. Please refer to the specific Rider for more information.]

- 1.7 Maximum Lifetime Benefit.** The maximum lifetime benefit payable per Member, if applicable, is listed in Your Schedule of Benefits.

- 1.8 Payment to Providers.**

1.8.1 In Network Providers (Participating Providers).

For In-Network Covered Services, the Participating Provider will bill the Health Plan directly for the services. You do not have to file any claims for these services.

You are responsible for payment of:

- (a) the applicable In-Network Copayment, Deductible and/or Coinsurance amounts;

Coventry Health Care of Georgia, Inc. – POS Amendment to HMO Certificate of Coverage

- (b) services that require Prior Authorization and which were not Prior Authorized;
- (c) services that are not Medically Necessary; and
- (d) services that are not Covered Services.

1.8.2 Out of Network Providers (Non-Participating Providers).8

For Out-of-Network Covered Services, the Non-Participating Provider typically expects You to pay for the services. If so, You should submit a claim to Us for reimbursement and We will send the payment directly to You. However, if You assign payment of the services to the Non-Participating Provider, We will send the payment to the Non-Participating Provider.

Our payment for Out-of-Network Covered Services is limited to the **Out-of-Network Rate**, less the applicable Out-of-Network Copayment, Deductible and/or Coinsurance amounts You are required to pay under Your Plan.

Out-of-Network Rate (“ONR”): The ONR is the amount We pay for charges billed by Non-Participating Providers. The ONR is based on a percentage of what Medicare would pay the same Provider for the same service.

If the amount billed by a Non-Participating Provider is equal to or less than the ONR amount, the charges should be completely covered by Us -- except for any Out-of-Network Copayment, Deductible and/or Coinsurance amounts You are required to pay under Your Plan. However, if the amount billed is greater than the ONR amount, You must also pay the amount in excess of the ONR amount, in addition to Your Copayment, Coinsurance and/or Deductible. This excess amount may be substantial.

Please Remember:

In addition to the Out-of-Network Copayment, Deductible and/or Coinsurance amounts You are required to pay for Out-of-Network Covered Services,
You are also responsible for paying the billed charges that exceed the ONR amount We pay Non-Participating Providers.

This excess amount may be substantial.

Coventry Health Care of Georgia, Inc. – POS Amendment to HMO Certificate of Coverage

Here is an example of what Your costs could be using an In-Network Participating Provider under the following scenario:	
IN-NETWORK RULES	IN-NETWORK AMOUNTS
(A) Total amount billed by Participating Provider for a procedure:	\$5,000
(B) Our allowed amount for the procedure, as indicated in the Provider's contract with Us:	\$4,250
Your In-Network Deductible:	\$250
(C) We subtract Your Deductible from (B):	\$4,250 - \$250 = \$4,000
Your In-Network Coinsurance:	10%
(D) We apply Your Coinsurance to (C):	10% of \$4,000 = \$400
Difference between (A) and (B): PLEASE NOTE: Because We have a contract with the Participating Provider, You are not responsible for paying the difference between the total billed amount and the allowed amount.	\$5,000 - \$4,250 = \$750 (You Are Not Required to Pay This Amount)
Total Amount We Pay for Procedure:	\$4,250 (Our Allowed Amount) – \$250 (Your Deductible) – \$400 (Your Coinsurance) <u>\$3,600</u>
Total Amount You Pay for Procedure:	\$250 (Your Deductible) + \$400 (Your Coinsurance) \$650

By contrast, here is an example of what Your costs could be using an Out-of-Network Non-Participating Provider under a similar scenario:	
OUT-OF-NETWORK RULES	OUT-OF-NETWORK AMOUNTS
(A) Total amount billed by Non-Participating Provider for a procedure:	\$5,000
(B) Our Out-of-Network Rate (ONR) for the procedure. This is the amount We pay all Non-Participating Providers for this procedure:	\$4,250
Your Out-of-Network Deductible:	\$500
(C) We subtract Your Deductible from (B):	\$4,250 - \$500 = \$3,750
Your Out-of-Network Coinsurance:	30%
(D) We apply Your Coinsurance to (C):	30% of \$3,750 = \$1,125
Difference Between (A) and (B): PLEASE NOTE: Because We do not have a contract with the Non-Participating Provider, You are required to pay the difference between the total billed amount and the ONR.	\$5,000 - \$4,250 = \$750 <u>(You Are Required to Pay This Amount in Excess of the ONR)</u>
Total Amount We Pay for Procedure:	\$4,250 (Our Allowed Amount) – 500 (Your Deductible) – 1,125 (Your Coinsurance) <u>\$2,635</u>
Total Amount You Pay for Procedure:	\$ 500 (Your Deductible) + \$1,125 (Your Coinsurance) + \$ 750 (Amount in Excess of ONR) \$2,375

- 1.9 Submission of Bills and Claims.** Participating Providers bill the Health Plan directly for all Covered Services. If You receive a bill / claim from a Provider, please send it to the Health Plan at:
 Coventry Health Care of Georgia, Inc.
 P.O. Box 7711
 London, KY 40742
 ATTN: Claims Department

Except in the absence of the Member's legal capacity, bills or claims will not be accepted from Members later than one (1) year after the date of service.

Coventry Health Care of Georgia, Inc. – POS Amendment to HMO Certificate of Coverage

- 1.10 How to Contact the Health Plan.** Whenever You have a question or concern, please call Our Customer Service Department at the telephone number on Your Member ID card, or visit Our website at www.chcga.com. Our contact information is listed below.

For Customer Service Department and To Submit Claims	
Hours	Monday-Friday: 7:00 am to 6:00 pm EST
Toll Free Telephone Number	(800) 395-2545
Address:	Coventry Health Care of Georgia, Inc. P.O. Box 7711 London, KY 40742
To Request a Review of Denied Claims	
Hours	Monday-Friday: 7:00 am to 6:00 pm EST
Toll Free Telephone Number	(800) 395-2545
Address:	Coventry Health Care of Georgia, Inc. 1100 Circle 75 Parkway, Suite 1400 Atlanta, GA 30339 Attn: Appeals Department
To Appeal a Noncertification of Services	
Hours	Monday-Friday: 7:00 am to 6:00 pm EST
Toll Free Telephone Number	(800) 395-2545
Address:	Coventry Health Care of Georgia, Inc. 1100 Circle 75 Parkway, Suite 1400 Atlanta, GA 30339 Attn: Appeals Department
To Register a Complaint	
Hours	Monday-Friday: 7:00 am to 6:00 pm EST
Toll Free Telephone Number	(800) 395-2545
Address:	Coventry Health Care of Georgia, Inc. 1100 Circle 75 Parkway, Suite 1400 Atlanta, GA 30339 Attn: Quality Department

- 1.11 Verification of Benefits.** When We provide information about which health care services are covered under Your Plan, that information is referred to as “verification of benefits.” When You or Your Provider calls Our Customer Service Department at 1-800-395-2545 during regular business hours to request verification of benefits, a Health Plan representative will be immediately available to provide assistance.

If the health care services are verified as a covered benefit, the Customer Service representative will advise whether Prior Authorization is required. The telephone number Your Provider must call to request such Prior Authorization is located on the back of Your Member ID Card.

Please be aware that verification of benefits is not a guarantee of payment for those services.”

5. The introductory language in Section 5.1, Schedule of Covered Services, of the HMO Certificate is hereby deleted in its entirety and replaced with the following language:

- “5.1 Schedule of Covered Services.** Under this POS Health Plan, inpatient, outpatient and other Covered Services are available through both In-Network (Participating) Providers and Out-of-Network (Non-Participating) Providers. Benefits under this Health Plan are subject to Our Utilization Management Program. Please be aware that Coverage may be denied if the Covered Services You receive are not compliant with the Utilization Management Program. See Section 1.2 for more information on Our Utilization Management Program.

Coventry Health Care of Georgia, Inc. – POS Amendment to HMO Certificate of Coverage

Keep in mind that using a Participating Provider (Your In-Network benefits) will usually cost You less than using a Non-Participating Provider (Your Out-of-Network benefits). The reason is that Participating Providers are contracted with Us to provide health care services to Members for a lower fee, whereas Non-Participating Providers are not contracted with Us. Please see Section 1 for more information on how Your In-Network and Out-of-Network benefits work.

The following Schedule of Covered Services lists the health care services and supplies covered under Your Health Plan.

Please note that the Health Plan covers only those health care services and supplies that are:

- (1) deemed Medically Necessary by the Health Plan; and
- (2) not excluded under the exclusions and limitations set forth in Section 6.”

6. The heading in the chart in Section 5.1, Schedule of Covered Services, of the HMO Certificate is hereby revised to replace the title as follows:

Replace:

**“SCHEDULE OF COVERED SERVICES
COVERAGE FOR SERVICES OR SUPPLIES WHEN DETERMINED BY CHC TO BE
MEDICALLY NECESSARY, PROVIDED BY PARTICIPATING PROVIDERS,
AND NOT SPECIFICALLY EXCLUDED UNDER SECTION 6”**

With:

**“SCHEDULE OF COVERED SERVICES
COVERAGE FOR SERVICES OR SUPPLIES WHEN DETERMINED BY CHC TO BE
MEDICALLY NECESSARY AND NOT SPECIFICALLY EXCLUDED UNDER SECTION 6”**

7. Bullet 5 under “Transplants” in the chart in Section 5.1, Schedule of Covered Services, of the HMO Certificate is hereby deleted in its entirety and replaced with the following:

- “Transplants must be rendered by a Coventry Transplant Network Facility. **Transplants that are provided at a non-Coventry Transplant Network Facility, even if the non-Coventry Transplant Network Facility is a Participating Provider, are *not* Covered.**”

8. The following new Exclusion # 15 under “Provider Services” in Section 6, Exclusions and Limitations, of the HMO Certificate is hereby added:

- “15. Any cost in excess of the Out-of-Network Rate (ONR) for charges incurred at a Non-Participating Provider, as noted in Section 1.8.”

9. Exclusion # 8, Non-emergent out-of-network services, under “All Other Exclusions” in Section 6, Exclusions and Limitations, of the HMO Certificate is hereby deleted in its entirety.

10. The address for the Georgia Department of Human Resources under Section 8.2, Procedure for Filing an Inquiry or Complaint, of the HMO Certificate is hereby deleted in its entirety.

Coventry Health Care of Georgia, Inc. – POS Amendment to HMO Certificate of Coverage

11. Definition # 11.25 in Section 11, Definitions, of the HMO Certificate is hereby deleted in its entirety and replaced with the following:

‘11.25 “Non-Participating Provider”

A Provider who has no direct or indirect written agreement with the Us to provide health services to Members. Services rendered by a Non-Participating Provider are considered Out-of-Network services and will be reimbursed at the Out-of-Network Rate (except for Emergency Services and services otherwise specified in the Agreement).”

12. New definition # 11.26 in Section 11, Definitions, of the HMO Certificate is hereby added as follows:

“11.26 “Out-of-Network Rate” or “ONR”

The amount We pay for Covered Services rendered by Non-Participating Providers for Out-of Network Covered Services. See Section 1.8 for more information on the Out-of-Network Rate.”

All other provisions of the HMO Certificate remain unchanged. Except as amended or supplemented herein, all provisions of this HMO Certificate shall remain in full force and effect.

Chief Executive Officer
Coventry Health Care of Georgia, Inc.