

HONORABLE JUDGE ROBERT J. BRYAN

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT TACOMA**

C. P., by and through his parents,
Patricia Pritchard and Nolle Pritchard;
and PATRICIA PRITCHARD,

Plaintiff,

vs.

BLUE CROSS BLUE SHIELD OF
ILLINOIS,

Defendants.

Case No. 3:20-cv-06145-RJB

**DECLARATION OF GWENDOLYN C.
PAYTON IN SUPPORT OF BLUE CROSS
BLUE SHIELD OF ILLINOIS'S MOTION
FOR SUMMARY JUDGMENT**

**NOTE ON MOTION CALENDAR:
SEPTEMBER 23, 2022**

Pursuant to 28 U.S.C. § 1746, I, Gwendolyn C. Payton, hereby declare as follows:

1. I am an attorney with Kilpatrick Townsend & Stockton LLP in Seattle, Washington. I am counsel of record for Defendant Blue Cross Blue Shield of Illinois ("BCBSIL"). I have personal knowledge of the facts set forth in this declaration.
2. This declaration is filed in support of BCBSIL's Motion for Summary Judgment, filed herewith.
3. Attached as Exhibit A is a true and correct copy of an excerpt of the Zoom Video Deposition Upon Oral Examination of BCBSIL 30(b)(6) witness Telisa Drake.
4. Attached as Exhibit B is a true and correct copy of the expert report of Lawton R. Burns, dated June 24, 2022.

DECLARATION OF GWENDOLYN PAYTON IN SUPPORT OF
BLUE CROSS BLUE SHIELD OF ILLINOIS'S MOTION FOR
SUMMARY JUDGMENT – 1

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KILPATRICK TOWNSEND 76430419 1

1 5. Attached as Exhibit C is a true and correct copy of an excerpt of the Zoom Video
2 Deposition Upon Oral Examination of Kevin Hatfield.

3 6. Attached as Exhibit D is a true and correct copy of an excerpt of the Zoom Video
4 Deposition Upon Oral Examination of Plaintiff Patricia Pritchard.

5 7. Attached as Exhibit E is a true and correct copy of an excerpt of the Zoom Video
6 Deposition Upon Oral Examination of Plaintiff Patricia Pritchard.

7 8. Attached as Exhibit F is a true and correct copy of correspondence from BCBSIL
8 to Plaintiff Patricia Pritchard, in which BCBSIL stated that “[t]ransgender services are not
9 covered under the terms of your group health plan through Catholic Health Initiatives (CHI).”

10 9. Attached as Exhibit G is a true and correct copy of the 2018 Summary Plan
11 Description for Catholic Health Initiatives.

12 10. Attached as Exhibit H is a true and correct copy of correspondence from BCBSIL
13 to Kevin Hatfield and Jeffrey Kylo, in which BCBSIL stated that the procedures in question
14 were a contract exclusion based on the terms of the plan designed by Catholic Health Initiatives.

15 11. Attached as Exhibit I is a true and correct copy of the declaration of BCBSIL
16 employee Mark Larson.

17 12. Attached as Exhibit J is a true and correct copy of the Brief of Amici filed by
18 Plaintiffs and Plaintiffs’ counsel Ele Hamburger in *State of Washington v. United States*
19 *Department of Health and Human Services, et al.*, No. 2:20-cv-01105-JLR (W.D. Wash.).

20 13. Attached as Exhibit K is a true and correct copy of the expert report of Michael K.
21 Laidlaw, dated August 3, 2022.

22 14. Attached as Exhibit L is a true and correct copy of Plaintiffs’ Responses to
23 BCBSIL’s First Set of Interrogatories.

24 15. I declare, under penalty of perjury under the laws of the United States of America,
25 that the foregoing is true and correct.

1 DATED this 1st day of September, 2022, at Seattle, Washington.

2
3 /s/ Gwendolyn C. Payton
4 Gwendolyn C. Payton
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CERTIFICATE OF SERVICE

I certify that on the date indicated below I electronically filed the foregoing,
DECLARATION OF GWENDOLYN C. PAYTON IN SUPPORT OF BLUE CROSS BLUE
SHIELD OF ILLINOIS'S MOTION FOR SUMMARY JUDGMENT with the Clerk of the Court
using the CM/ECF system which sent notification of such filing to the following:

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DATED this 1st day of September, 2022.

Kilpatrick, Townsend & Stockton LLP

By: /s/ Gwendolyn C. Payton
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*Counsel for Defendant Health Care Service
Corporation, a Mutual Legal Reserve
Company, doing business in Illinois as Blue
Cross and Blue Shield of Illinois*

EXHIBIT A

Page 1

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF F WASHINGTON
AT TACOMA

C.P., by and through his parents,)
Patricia Pritchard and Nolle)
Pritchard and PATRICIA PRITCHARD,)
Plaintiffs,)
vs.) No. 3:20-cv-06145-RJB
BLUE CROSS BLUE SHIELD OF)
ILLINOIS,)
Defendant.)

ZOOM VIDEO DEPOSITION UPON ORAL EXAMINATION
OF
TELISA DRAKE 30(B)(6)

9:30 a.m.

May 13, 2022

REPORTED BY: Pat Lessard, CCR #2104

Telisa Drake 30(B)(6)

May 13, 2022

Page 50	Page 52
1 A. I do. 2 Q. So there is no definition for any word 3 starting with the letter G, correct? 4 A. That is correct. 5 Q. Okay. So it appears that gender 6 reassignment is not a defined term under the standard 7 plan, right? 8 A. That is correct. 9 Q. Okay. And so where would people have to 10 look to know whether a service is considered 11 gender-affirming treatment in the Blue Cross 12 Blue Shield of Illinois standard plan? 13 MS. PAYTON: Object to the form. 14 A. At this point normally members do contact 15 our customer service and we send them to the medical 16 policy which is listed on our public website. 17 MS. HAMBURGER: Okay. I want to turn to 18 Exhibit 2 now, please. 19 (Marked Deposition Exhibit No. 2.) 20 Q. (By Ms. Hamburger) I'm going to stop 21 sharing. 22 A. Okay. 23 Q. I can see you again. 24 All right. Do you know what Exhibit 2 is? 25 A. I do.	1 says "Transgender Reassignment Surgery." 2 Do you see that? 3 A. Yes. 4 Q. And under the chart it has a null sign and 5 it lists page 61. 6 Do you see that? 7 A. I do. 8 Q. And what does that say about transgender 9 reassignment surgery? 10 A. Within the chart it appears that it's saying 11 that it's in the non-covered field. 12 Q. Okay. Then let's go down to -- I think it's 13 page 61. 14 And do you see that Transgender Reassignment 15 Surgery language on page 61? 16 A. Yes, I do. 17 Q. And it says "Not Covered. Benefits shall 18 not be provided for gender reassignment surgery, 19 including, but not limited, to any treatments, drugs, 20 medicines, therapy, counseling services or supplies 21 related to such surgeries." 22 Do you see that? 23 A. I do. 24 Q. And who drafted that? 25 A. Catholic Health Initiatives.
Page 51	Page 53
1 Q. Can you tell me what it is? 2 A. Yes. It is the Catholic Health Initiatives 3 Summary Plan Description. 4 Q. For 2019, correct? 5 A. Yes, this is 2019. 6 Q. Okay. And in 2019 did Blue Cross 7 Blue Shield of Illinois draft this Summary Plan 8 Description? 9 A. No, we did that. 10 Q. But Blue Cross Blue Shield of Illinois 11 administered it, right? 12 A. Yes. We do administer the benefits that are 13 located within this document. 14 Q. Okay. Did Blue Cross Blue Shield of 15 Illinois review this document in order to understand 16 how to administer it? 17 A. Yes, we did. We do match the benefits up to 18 our system to make sure that we're administering as 19 they have depicted to their employees. 20 Q. All right. Let's take a look at the quick 21 reference on page 14. 22 It's page 14. I'm sorry, page twelve in the 23 document itself. Oh, it starts on page twelve but the 24 part I want is page 14. I apologize. 25 I want to draw your attention to where it	1 Q. But Blue Cross Blue Shield of Illinois 2 reviewed and administered it, correct? 3 A. That is correct. 4 Q. And is the term "transgender reassignment 5 surgery" defined? 6 A. Within their documents? 7 Q. Yes. 8 A. It is not. 9 Q. Okay. And where would someone have to go to 10 find what is included as transgender reassignment 11 surgery and the services leading to it? 12 A. That also would result more than likely from 13 a call from the member to our customer advocates, and 14 they would be directed to our medical policy. 15 Q. Okay. And does Blue Cross Blue Shield of 16 Illinois administer the transgender reassignment 17 surgery exclusion -- does it treat the word "gender 18 reassignment surgery" and "transgender reassignment 19 surgery" as the same? 20 MS. PAYTON: Object to the form. 21 A. Can you clarify your question? 22 Q. (By Ms. Hamburger) Yes. From Blue Cross 23 Blue Shield of Illinois's perspective is there a 24 difference between gender reassignment surgery and 25 transgender reassignment surgery?

14 (Pages 50 to 53)

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EXHIBIT B

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Case No. 3:20-cv-06145-RJB

DECLARATION OF LAWTON R. BURNS

I. Expert Witness Background & Qualifications

1. My name is Lawton R. Burns. I am the James Joo-Jin Kim Professor at the Wharton School of the University of Pennsylvania, where I am a Professor in the Departments of Health Care Management and Management. For seven years (2007–2014), I also served as the Chair of the Health Care Management Department. Currently, I am the Co-Director of the Roy and Diana Vagelos Program in Life Sciences and Management at the University of Pennsylvania. I have taught at Wharton since 1994. Prior to Wharton, I taught in the health administration programs of two other business schools: the Graduate School of Business at the University of Chicago and the College of Business and Public Administration at the University

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1 of Arizona. I have also taught in the healthcare management programs at the Indian School of
2 Business in Hyderabad and the Guanghua School of Management at Peking University.

3 2. At Wharton, I teach the first-year course, “Introduction to the U.S. Health Care
4 System” to graduate students. The course covers the entire value chain of health care, including
5 hospital/physician providers, managed care organizations and insurers who contract with and
6 reimburse providers for their services, and employers, individuals, and governmental bodies who
7 ultimately pay for those services. I have taught this course at Wharton in the daytime MBA
8 program for over twenty years. I have also taught the same course to the weekend MBA program
9 on both the East and West coast campuses for over a decade. I have taught various versions of
10 this course at each of the Universities I have worked at since 1981.

11 3. Between 1998 and 2013, I also taught a graduate business elective course on
12 “Managed Care and the Industrial Organization of Healthcare.” I resumed teaching this course
13 in 2017. The course covers (a) the horizontal integration of physicians, hospitals, and insurers;
14 and (b) the vertical integration between physicians, hospitals, and insurers. The course also
15 covers the contractual and bargaining relationships between physicians, hospitals, and insurers—
16 and the strategies those three parties have undertaken to align with and/or negotiate with one
17 another. I taught an earlier, but parallel version of this course between 1998–2002 to physicians
18 pursuing a masters’ degree in the Administrative Medicine Program at the University of
19 Wisconsin School of Medicine.

20 4. I have testified on these and related topics (*e.g.*, economic and clinical integration)
21 to the Federal Trade Commission (FTC) on several occasions and have served as an expert
22 witness for both the FTC and the Department of Justice (DOJ) on issues concerning horizontal
23 integration, vertical integration, and payer-provider contracting. Most of these cases involved
24 horizontal mergers of physician practices and vertical integration of physicians with hospital
25 systems. In all of these cases, I opined on whether there was sufficient economic and/or clinical
26 integration benefits to potentially offset the consumer welfare loss from consolidation and
27

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1 reduced competition. A list of cases in which I have testified at trial or deposition during the
2 past four years is attached as Appendix 1.

3 5. I received my Ph.D. in organizational sociology (in 1981) and my Masters in
4 Business Administration in hospital administration (in 1984), both from the University of
5 Chicago. During my MBA training, I interned with the Hospital Corporation of America
6 ("HCA"), the largest for-profit chain of hospitals in the US. I also completed a one-year
7 residency with Jackson Park Hospital in Chicago. For both institutions, I served as the Assistant
8 to the Administrator. I have spent my career since that time seeking to use (a) the theory and
9 research of management, corporate strategy, and industrial organization to (b) analyze healthcare
10 delivery and (c) improve observed patterns of physician and hospital behavior that serve to
11 decrease costs while maintaining or improving quality.

12 6. Throughout my career, I have focused much of my research on the hospital
13 industry and the medical profession. Earlier research examined:

- 14 • hospital-sponsored primary care
- 15 • physicians' use of hospitals (*e.g.*, admitting patterns and loyalty)
- 16 • historical transformation of the hospital from a philanthropic to a business base
- 17 • hospital adoption of reengineering
- 18 • medical group practices
- 19 • medical staff organization
- 20 • physician-hospital relationships and conflicts
- 21 • physician-hospital alignment
- 22 • physician-hospital alliances (*e.g.*, PHOs, MSOs, IPAs, etc.)
- 23 • integrated delivery networks (IDNs)
- 24 • hospital supply of community benefits
- 25 • hospital performance (*e.g.*, operating costs, profitability)
- 26 • formation of hospital systems
- 27 • hospital mergers
- hospital bankruptcies
- hospital competition
- hospital-managed care bargaining
- capitated contracting between hospitals and health plans
- hospital ownership conversions, and
- alternative delivery systems (non-hospital based).

DECLARATION OF LAWTON R. BURNS - 3

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1 In recognition of this research, the American Hospital Association awarded me the Edwin
2 Crosby Memorial Fellowship to study physician-hospital relationships in 1992–1993. In 2015,
3 the Academy of Management and its Health Care Administration Division awarded me the
4 Distinguished Scholar Award.

5 7. In terms of management topics, I have focused much of my attention on
6 organization structures, organization processes (e.g., participation in decision-making), and
7 employee behavior (e.g., collaboration, conflict, satisfaction, loyalty and commitment to the
8 organization, citizenship behaviors, etc.). In terms of corporate strategy and industrial
9 organization topics, I have focused on “governance decisions” (e.g., make-in-house versus buy
10 from the market), horizontal and vertical integration, diversification, strategic alliances and
11 networks, and value-chain alliances.

12 8. In terms of healthcare topics, I have focused much of my attention on organized
13 delivery systems. These include physician group practices; physician practice management
14 companies (“PPMCs”); ambulatory surgery centers (“ASCs”); and a variety of integrated
15 delivery networks (“IDNs”), such as physician-hospital organizations (“PHOs”), management
16 services organizations (“MSOs”), clinically integrated networks (“CINs”), accountable care
17 organizations (“ACOs”); and economic and clinical integration. Many of these centered on the
18 integration within physician organizations and the integration between physician organizations
19 and hospitals. During this period, I have conducted mail surveys of thousands of physicians,
20 personally interviewed hundreds of physicians and executives in IDNs, received numerous grants
21 and research contracts to study physicians and IDNs, written or co-written five case studies of
22 IDNs, and published multiple articles and book chapters relating to the topic of physician-
23 hospital integration.

24 9. I have written extensively on healthcare related topics.¹ I have written about both
25 professional service agreements and the different contractual arrangements among physicians

26 ¹ Lawton R. Burns and Douglas R. Wholey. “Responding to a Consolidating Healthcare System: Options for
27 Physician Organizations.” In *Advances in Health Care Management* Volume 1 (New York: Elsevier): 273-335.
2000. Lawton R. Burns and Ralph Muller. “Hospital-Physician Collaboration: Landscape of Economic Integration
DECLARATION OF LAWTON R. BURNS - 4

1 and between physicians and other parties, such as hospitals and practice management
2 companies.²

3 10. I have two new books. The first is an introductory textbook to the entire U.S.
4 healthcare ecosystem. The second is an analysis of the harmful effects of consolidation among
5 healthcare providers and the historical chronicle of consolidation efforts stretching back from the
6 1990s into the present. The latter covers both horizontal and vertical integration involving
7 hospitals and physicians.³

8 11. I have published over one hundred and fifty articles and book chapters on these
9 topics. I have also published several books in the same areas. Exhibit 1 contains my curriculum
10 vitae.

11 **II. Summary of Work Performed**

12 12. I have been asked to analyze the effect of Blue Cross of Illinois (“BCBSIL”)’s
13 practice of administering self-funded health plans that contain exclusions from gender affirming
14 care.

15
16
17 _____
18 and Impact on Clinical Integration.” *Milbank Quarterly* 86(3):375-434. 2008. Lawton R. Burns, Jeff C. Goldsmith,
19 and Ralph Muller. “History of Hospital/Physician Relationships: Obstacles, Opportunities, and Issues.” In Jay
20 Crosson and Laura Tollen (Eds.), *Partners in Health* (Kaiser Permanente Institute for Health Policy, Oakland, CA).
21 2010. Lawton R Burns and Mark V Pauly. “Accountable Care Organizations May Have Difficulty Avoiding The
22 Failures of Integrated Delivery Networks of The 1990s.” *Health Affairs* 31(11): 2407-2416. 2012. Lawton R. Burns,
23 Jeff Goldsmith, and Aditi Sen. “Horizontal and Vertical Integration of Physicians: A Tale of Two Tails.” In *Annual
24 Review of Health Care Management: Revisiting the Evolution of Health Systems Organization. Advances in Health
25 Care Management*, Volume 15: 39-117. (Emerald Group Publishing). 2013. Lawton R. Burns and Mark V. Pauly.
26 “Transformation of the Healthcare Industry: Curb Your Enthusiasm?” *Milbank Quarterly*. (March 2018) 96(1): 57-
27 109.

22 ² Burns and Muller. 2008. Lawton R. Burns and Darrell P. Thorpe. “Trends and Models in Physician-Hospital
23 Organization.” *Health Care Management Review* 18(4): 7-20. 1993. Jeffrey Alexander, Thomas Vaughn, Lawton R.
24 Burns et al. “Organizational Approaches to Integrated Healthcare Delivery: A Taxonomic Analysis of Physician
25 Organization Arrangements.” *Medical Care Research and Review* 53(1): 71-93. 1996. Lawton R. Burns. “Physician
Practice Management Companies.” *Health Care Management Review* 22(4):32-46. 1997. Lawton R. Burns, Jeffrey
Alexander, and Ronald Andersen. “How Different Governance Models May Impact Physician-Hospital Alignment.”
Health Care Management Review. Forthcoming.

26 ³ Lawton R. Burns. *The U.S. Healthcare Ecosystem: Payers, Providers, Producers* (McGraw-Hill, 2021). David
27 Dranove and Lawton R. Burns. *Big Med: Megaproviders and the High Cost of Health Care in America* (Chicago,
IL: University of Chicago Press, 2021).

DECLARATION OF LAWTON R. BURNS - 5

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13. I have also been asked to determine whether the elimination of BCBSIL's to administer plans with varying designs, including designs that exclude gender affirming care, will harm employers and consumers.

14. I have reached opinions on these matters in my report based on a combination of (a) knowledge developed over nearly forty years of conducting academic research on health care delivery networks; (b) knowledge developed over the past thirty years of conducting extramurally-funded research; (c) knowledge acquired over the past twenty years in expert witness work on related cases; (d) evidence gleaned from depositions and documents produced in this litigation; and (e) the broader literature on medical groups, professional service agreements, including prior research and rulings and advisories by the FTC. My work on this matter is continuing, and I reserve the right to amend my opinions and testimony, including in response to any of plaintiffs' experts.

15. I am compensated at the rate of \$900 per hour for performing my work on this matter. I am paid this rate regardless of the opinions I reach in connection with my work.

III. Summary of Opinions

- i. Plan designs that contain various iterations of exclusion for gender affirming care are common;
- ii. These Plan designs allow greater economic flexibility for employers and further their ability to make health care coverage available at customized price-points;
- iii. Eliminating the ability to purchase health plans with gender-affirming care exclusions would be harmful to consumers.
- iv. Individuals will ultimately bear the burden of price increases.

IV. Background Regarding the Healthcare Industry.

16. Individuals not eligible for public insurance, such as Medicare or Medicaid, can obtain health insurance coverage in two ways. First, they can buy insurance on their own on the individual market (the self-employed, those working for firms that do not offer coverage, early

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1 retirees). Second, like the majority of the population, they can obtain coverage on the group
 2 market through their, or a family member's, employer. Group coverage can include both small
 3 group (defined as firms with less than 50–100 workers, depending on the state) as well as large
 4 group (firms with 100+ workers).

5 17. Employers are often referred to as ERISA plan sponsors. Employers sponsor
 6 insurance for their workers in one of two ways. Some employers purchase it. In this situation,
 7 the employer purchases insurance from a company such as BCBSIL. These employers are
 8 referred to as “fully insured” because the insurance risk rests with the insurer. Other employers,
 9 especially the majority of large employers, directly assume financial responsibility for
 10 employees' medical claims and administrative costs and use their own money to pay health care
 11 costs. These employers are known as “self-insured.” Most self-insured employers hire
 12 companies such as BCBSIL to assemble a network of providers, process claims, and handle
 13 provider billing.

14 18. Generally, self-insured ERISA plans design their own coverages. In other words,
 15 the employer chooses what it will cover for employees and then hires an administrator to provide
 16 employees with a network of providers and process the claims. In order to price these products,
 17 parties need to employ actuaries and underwriters. These staff estimate the likely cost of a given
 18 plan based on the utilization of its enrollees over a future period and then derive an annual
 19 premium to cover the plan's cost, including medical and administrative costs.

20 **A. When Health Care Costs Rise, Consumers Are Adversely Affected.**

21 19. When the amount that employers pay for health care goes up, the end consumer
 22 ultimately feels the impact. As in other segments of the health care value chain (*e.g.*, rising drug
 23 prices), rising fees upstream (*e.g.*, the prices charged by providers) are passed along to the health
 24 plans, the employers who sponsor those plans, and ultimately to the workers who enroll in these
 25 plans.

26 20. Consumers generally have what are called cost-sharing obligations for their health
 27 care. These obligations span deductibles, co-pays, and co-insurance. Monies to cover these
 DECLARATION OF LAWTON R. BURNS - 7

obligations come directly from the consumer's own pocket. Individuals who obtain insurance through their employer also pay higher premiums directly, if their employer requires them to contribute to premiums or plan costs through a payroll deduction. But even when an employer nominally pays for health coverage, the employee ultimately bears the burden of overall higher prices for health services.⁴

21. To attract more and better-qualified labor, employers offer prospective employees a combination of salary and benefits. Together, salary and benefits are considered the employee's total compensation and the employee's money. Employer payments for health insurance premiums ultimately come out of what would otherwise have been paid to workers as money wages. As of the mid-1990s, consultants estimated that 88% of premiums were offset by money wage reductions. Thus, it is the employee, and not the employer, who pays for the increased health insurance premium.⁵

22. Employees may bear the burden of higher prices in two ways. First, some employers will stop offering insurance to their employees entirely.⁶ This leaves the employee either uninsured, and thus fully exposed to the financial risk of medical costs, or in the position where they need to purchase coverage on their own in the individual market at a much higher price. Second, those employers who do continue to offer insurance will offset the increased cost through higher premiums, higher cost-sharing, and lower wages.

23. The 2017 Annual Survey of Employer Health Benefits published by the Kaiser Family Foundation ("KFF") and the Health Research & Educational Trust ("HRET") highlights the ways in which rising healthcare costs are passed on to end-consumers:

⁴ Carlin CS, Feldman R, Dowd B, *The Impact of Provider Consolidation on Physician Prices*, 26 HEALTH ECONOMICS 1789 (2017)

⁵ Mark V. Pauly. *Health Benefits at Work* (Ann Arbor: University of Michigan Press, 1997). Lewin-VHI. *The Financial Impact of the Health Security Act* (Fairfax, VA: Lewin-VHI, 1993).

⁶ Fronstin P, Sources of Health Insurance Coverage: *A Look at Changes Between 2013 and 2014 from the March 2014 and 2015 Current Population Survey, 2015*, EMPLOYEE BENEFIT RESEARCH INSTITUTE ISSUE BRIEF 419, available at https://www.ebri.org/pdf/briefspdf/EBRI_IB_419.0ct15.Sources.pdf, accessed October 23, 2018.

DECLARATION OF LAWTON R. BURNS - 8

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- Increased premiums. Average annual premiums for employer-sponsored family coverage reached \$18,764 in 2017, up 55% from \$12,106 in 2007.⁷ This is an average growth rate of 4.4% per year. The worker contribution increased 74%, from \$3,281 in 2007 to \$5,714 in 2017.⁸
- Increased deductibles. The percentage of covered workers enrolled in a plan with an annual deductible of \$1,000 or more increased from 34% in 2012 to 51% in 2017 (for single coverage plans).⁹
- Increased percentage of premium paid by workers. For single coverage, employees in 2017 paid 18% of the total premium, up from 16% in 2007; for family coverage, the employee share of the total premium increased from 28% to 31% over the same period.¹⁰

24. Among firms with between 3 and 199 employees that do not offer insurance coverage, the high cost of health insurance was the most commonly cited reason for not offering coverage.¹¹ Professors Katherine Baicker of UCLA and Amitabh Chandra of Harvard University have studied the effects of increased health insurance premiums and have concluded that workers, as opposed to employers, bear the brunt of such increases.¹² Specifically, they estimate that, on average, the effects of a 10% economy-wide increase in insurance premiums include the following:

- A 1.2 percentage point reduction in the aggregate probability of employment;
- Among the employed population, a 1.9 percentage point reduction in the probability of working full time instead of part time;
- A 2.4% reduction in hours worked; and

⁷ Kaiser/HRET 2017 Survey, Figure B. Overall, this is attributable primarily to rising payments for healthcare services rather than to higher administrative costs or health plan profits. From 2007 to 2016, between 86% and 89% of all premiums collected were paid out in the form of health benefits. US Centers for Medicare & Medicaid Services, "Table 20 Private Health Insurance Premiums, Benefits and Net Cost; Levels, Annual Percent Change and Percent Distribution, Selected Calendar Years 1960–2016," <http://www.cms.gov/Research-Statistics-Data-and-Systems/Statistics-Trends-and-Reports/NationalHealthExpendData/Downloads/Tables.zip>.

⁸ *Id.* Figure B.

⁹ *Id.* Figure E.

¹⁰ *Id.* Figure 6.1.

¹¹ *Id.* Figure 2.22.

¹² Katherine Baicker and Amitabh Chandra, *The Labor Market Effects of Rising Health Insurance Premiums*, 24 JOURNAL OF LABOR ECONOMICS 609, 629–31 (2006).

- Among workers who have employer provided insurance coverage, a 2.3% decrease in wages.¹³

25. In self-insured plans, employers pay for claims directly, and higher prices from health care providers translate dollar-for-dollar into higher expenditures by employers. In fully-insured plans, higher prices lead to higher premiums for individuals and employers. If group expenditures are uncertain, including as a result of uncertain medical reimbursement, employers may face the cost of supplemental stop-loss insurance or may decide not to self-insure. Both fully-insured and self-insured plans would have a limited ability to make changes mid-year in response to changes to reimbursement rates demanded by physician groups. For example, fully-insured plans have regulatory limits on premium increases and medical loss ratios. Fully-insured and self-insured plans would also face limits to their ability to change plan benefits, provider networks and individual premium contributions.

26. When self-insured plans are unable to change premiums in response to unanticipated increases in medical expenditures, due either to utilization or price increases, ongoing plan losses are not sustainable and can lead either to eventual increases in plan premiums or to plan exit.

F. Loss of Choice in Plan Design Harms Employers and Consumers.

27. I understand from BCBSIL that many of their self-funded ERISA groups offer plans with exclusions for some or all gender-affirming care. I also understand from BCBSIL that many of these employers also offer a plan design to employees that includes coverage for these services, so that employees can chose what plan design is right for their circumstances.

27. Employers and consumers bear the burden of higher prices several ways. First, higher health care costs translate into higher premiums. Second, members' cost share payments immediately increase. Third, as health care prices rise, some employers will stop offering

¹³ *Id.* at 609. This means that increases in health insurance premiums come out of wages close to dollar for dollar. For example, if premiums for a family of four are \$14,000, then a 10% increase would be \$1,400. If that family has wage income of \$60,000, then a 2.3% offsetting wage reduction would be \$1,380.

G. I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct to the best of my knowledge and belief.

at BRYN MAWR, Pennsylvania.

By
Lawton R. Burns

Huntton R. Burns

APPENDIX 1

Lawton Robert Burns, PhD, MBA

**The James Joo-Jin Kim Professor
Professor - Health Care Management
Professor – Management
Co-Director - Roy & Diana Vagelos Program in Life Sciences and Management
The Wharton School**

CURRICULUM VITAE (February 2022)

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HONORS AND FELLOWSHIPS

Teaching Excellence Award. The Wharton School. 2020.

Midland Lecture, Ohio State University, March 2017

Teaching Excellence Award, Wharton Weekend MBA Program, Class of 2017.

Distinguished Scholar Award, Academy of Management – Health Care Administration Division, August 2015.

Outstanding Author Contribution Award. Emerald Literati Network. 2012.

Institute of Medicine Committee on Evaluation of the Lovell Federal Health Center Merger (2011-2012)

Outstanding Author Contribution Award. Emerald Literati Network. 2010.

Wharton Faculty Seminar: Beijing and Shanghai, August 2009

Board of Institute of Medicine (IOM) – Health Services Section. 2003-2006.

Paul A. Gross Distinguished Leadership Lecture, Virginia Commonwealth University. 2002.

Election to Life Fellow, Clare Hall, University of Cambridge. 2001.

Arthur Andersen Distinguished Visiting Professor, Judge Institute of Management Studies, University of Cambridge. 2001.

Invited Lecture Series, National University of Singapore (NUS). 2000.

James Joo-Jin Kim Professorship (Endowed Chair). 1999.

Teacher of the Year, Administrative Medicine Program, University of Wisconsin School of Medicine. 1999.

Invited Lecture Series. Catholic University of Rome, LUISS, & National Agency Health Care Services (Italy). 1997.
Edwin L. Crosby Memorial Fellowship, Hospital Research and Educational Trust, Chicago IL. 1992-1993.

Udall Fellowship in Public Policy, Udall Center for Studies in Public Policy, University of Arizona. 1990-1991.
Graduate Training Fellowship, Kaiser Family Foundation and the Graduate School of Business, University of Chicago. 1982-1984.

Post-Doctoral Research Fellowship, Graduate School of Business, University of Chicago. 1981-1982.

Doctoral Research Fellowship, Kaiser Family Foundation and the Graduate School of Business, University of Chicago. 1979-1980.

Doctoral Research Fellowship, National Health Care Management Center, University of Pennsylvania. 1979-1980.

Ernest W. Burgess Fellowship, Department of Sociology, University of Chicago. 1975-1976.

EDUCATION

MBA, Graduate School of Business, University of Chicago, Chicago, Illinois, 1984
Specialization in Hospital Administration & Marketing.

Ph.D. Sociology, University of Chicago, Chicago, Illinois, 1981
- Dissertation: "The Adoption and Diffusion of Decentralized Management in Hospitals."
- Committee: James Coleman, Edward Laumann, Charles Bidwell

M.A. Sociology, University of Chicago, Chicago, Illinois, 1976

B.A. Sociology and Anthropology, cum laude, Haverford College, Haverford, Pennsylvania, 1973

MAJOR FIELDS OF INTEREST

- Health Care Management	- Strategic Management
- Integrated Health Care	- Formal Organizations
- Strategic Alliances	- Evaluation Research
- Organizational Change	- Strategic Implementation
- Health Care Systems of India & China	- Health Systems Science (School of Medicine)

ACADEMIC POSITIONS

Co-Director, Vagelos Life Sciences & Management Program (LSMP). 2013 – Present

Area Leader, Health Care Management Program, India School of Business. 2010 – 2017.

Chair, Department of Health Care Management. 2007 – 2014.

Arthur Andersen Distinguished Visiting Professor, Judge Institute of Management Studies, University of

Cambridge, 2001

James Joo-Jin Kim Professor, University of Pennsylvania, 1999-Present

Director, Wharton Center for Health Management and Economics, 1999-2020

Professor of Health Care Systems, The Wharton School, 1998-Present

Visiting Professor, Department of Preventive Medicine, University of Wisconsin Medical School, 1997-Present

Director of Research, Leonard Davis Institute of Health Economics, University of Pennsylvania, 1996-2000

Associate Professor of Health Care Systems, The Wharton School, University of Pennsylvania, Philadelphia PA (Tenured), 1994-1998

Associate Professor, College of Business and Public Administration, University of Arizona, Tucson, Arizona. Joint Appointments in Management & Policy, Public Administration & Policy, Psychology, 1992-1994

Assistant Professor, College of Business, Univ. of Arizona, 1985-1991

Administrative Practicum, Jackson Park Hospital, Chicago, Illinois, 1983-1984

Assistant to the Administrator, Medical Plaza Hospital, Ft Worth, 1983

Lecturer in Health Administration, Graduate School of Business, University of Chicago, 1981-1984

Post-Doctoral Fellow, Graduate School of Business, Univ. of Chicago, 1981-1982

GRANTS AWARDED

2017-2018	“Physician Consolidation and its Effect on Specialist Care: A Causal Analysis with Machine Learning.” Robert Wood Johnson Foundation. Co-Investigator.
2014	American Hospital Association. “Purchasing Executives' Perspective on Group Purchasing Organizations,” \$138,000.
2011-2012	University of Pennsylvania Health System, “Accountable Care Organizations (ACOs): Stakeholder Analysis in the Philadelphia Market,” \$45,000.
2009-2011	Understanding the Role of Clinician Collaborators in Medical Device Innovation. InHealth. Award: \$380,000.
2007-2008	Retail Medical Clinics and Their Impact on Physician-Hospital Relationships. Center For Health Management Research. Award: \$97,000
2006-2007	Guanghua - Wharton Joint Research Initiative. "Informal Payments in China's Health Care Sector."
2004-2006	National Science Foundation. "Inventory and Distribution in Integrated Delivery Networks." Co-Principal Investigator. Award: \$200,000
2004-2006	Robert Wood Johnson Foundation, HCFO Initiative. "Co-Evolution in HMO and Hospital Markets." (With Robert Town)
2003-2004	IBM Global Services. "Trends in the Pharmaceutical Outsourcing Market." Award: \$50,000.

2000-2001	Robert Wood Johnson Investigator Award in Health Policy Research. "Implementing and Sustaining Fundamental Change in Health Care Organizations." (With Gloria Bazzoli). Award: \$250,000.
1999-2001	Wharton Program on Pharmaceutical Policy, Economics, and Management." Research Grant from Merck Award: \$200,000.
1998-2000	"Hospital Ownership Conversions." Robert Wood Johnson Foundation. Award: \$349,000. (Co-Investigator; PI: Frank Sloan).
1998-1999	"Provision of Community Benefits among FAHS Member Hospitals." Federation of American Health Systems. Award: \$120,000. (Co-Investigator; PI: Mark Pauly).
1998-2000	"Impact of Hospital Consolidation on Supplier-Provider Contracting: Value Chain Analysis." Center for Health Management Research. Award: \$183,000. (Principal Investigator).
1996-1999	"Aligning Physician Groups and Health Systems." National Science Foundation and Center for Organized Delivery Systems. Award: \$840,000. (Co-Investigator; PI: Steve Shortell). Analyze success factors in strategic alliances between integrated delivery systems and physician group practices.
1996-1999	"Referrals to Specialists in HMOs". Agency for Health Care Policy & Research (AHCPR). Award: \$250,000. (Co-Investigator). Measure rates and types of referrals in midwestern HMO.
1996-1997	"Physician-Organization Arrangements: Impact on Integration and Managed Care." Robert Wood Johnson Foundation. Award: \$232,394. (Co-Principal Investigator). Assess impact of integrated delivery systems on primary care and managed care infrastructure in hospitals.
1995-1997	"HMO Impact on Integrated Networks and Services." Grant from Agency for Health Care Policy & Research. Award: \$288,157 (Principal Investigator). Assess impact of HMO prevalence and penetration on development of integrated systems in local markets.
1995-1997	"Managed Care and Hospital-Physician Integration." Grant from Agency for Health Care Policy & Research. Award: \$313,482 (Co-Investigator). Assess impact of managed care on specific mechanisms used by hospitals to integrate their medical staffs.
1994-1997	"Managing Uncertainty to Promote Self-Help in Breast Cancer." Grant from National Cancer Institute. Award: \$990,000. (Co-Investigator). Evaluation of efficacy of nursing intervention to promote self-care and self-help in treatment for breast cancer.
1993-1995	"A Comprehensive Evaluation of Physician-Hospital Arrangements." Grant from the Industry/University Cooperative Research Center for Health Management. Award: \$200,000. (Co-Investigator). Evaluation of physician-hospital networks forming in response to managed competition and managed care contracting.
1991-1992	"Impact of State Subsidies for Liability Insurance on the Delivery of Obstetrical Care by Rural Physicians." Grant from Office for Rural Health Policy, Health Resources & Services Administration (USPHS). Award: \$ 6,000. (Principal Investigator). Evaluation of impact of stipend award and stipend amount on decisions by rural physicians to continue obstetrical practice.
1990-1993	"Interdisciplinary Training for Rural Health Action." Grant from Bureau of Health Professions. Award: \$891,000. Department of Family and Community Medicine, College of Medicine, University of Arizona. (Faculty Trainer).

- 1990-1991 "Structure and Outcomes of Joint-Venture Relationships Between Physicians and Hospitals." Grant from Health Care Management and Technology Assessment Center, University of Arizona. Award: \$ 6,700. (Principal Investigator). Survey of joint ventures between Arizona physicians & hospitals and their impact on utilization of hospitals.
- 1989-1991 "Nursing Interventions Promoting Self-Help to Cancer." Grant from the National Cancer Institute. Award: \$1.2 million. College of Nursing, University of Arizona. (Co-Investigator). Experimental Design to study the clinical- and cost-effectiveness of three nursing interventions to improve self-care knowledge and behaviors among 360 women with breast cancer.

RESEARCH CONTRACTS

- 2020-2021 Private Equity and Nurse Practitioners. Funded by the American Medical Association.
- 2006 "Determinants of Small Device Firm Survival and Growth." Funded by C.R. Bard.
- 2005- 2006 "Assessment and Restructuring of the University of Pennsylvania Health System Supply Chain." Funded by UPHS.
- 2005 "Physician Preference Among Surgical Products." Funded by Broadlane.
- 2004 "Buyer-Supplier Contracting." Funded by Johnson & Johnson Health Care Systems.
- 2000 "Using Network Analysis to Understand Change in Local Healthcare Markets." Funded by Center for Studying Health System Change. (With Douglas Wholey)
- 1998-1999 "The Rise and Fall of AHERF: Lessons for Academic Medical Centers." Funded by Association of Professors of Medicine.
- 1995-1997 "Development of Integrated Delivery Systems in Illinois." Funded by Illinois Hospital and Health Systems Association. Statewide study of integrated system development in community and academic medical centers. With Institute of Medicine.
- 1997 "Impact of Physician Practice Management Companies on Hospital-Based Integrated Delivery Systems." Center for Health Management Research. With James C. Robinson.
- 1992-1993 "Physicians' Decisions Concerning Resource Allocation by Hospitals." Funded by Tucson Medical Center, Tucson AZ. County-wide study of physician estimates regarding the areas to which hospitals should allocate their scarce resources.
- 1992 "Patient Care Restructuring Project." Funded by University Medical Center, Tucson AZ. Evaluation of new personnel roles on inpatient units to relieve nurses of nonprofessional tasks and improve patient management.
- 1992 "Decentralization of the Veterans Administration Hospital System." Funded by the VA Medical Center, Boston, MA. Study to develop models for the decentralized operation of the VA hospital system. Reviewer.
- 1991-1992 "Clinical and Cost Outcomes of Nurse Case Management in a Medicare HMO Setting." Funded by Carondelet-St. Mary's Hospital/Health System, Tucson AZ.
- 1989-1990 "Access and Quality of Care Outcomes in Medicaid HMOs." Funded by Joint Commission on Accreditation of Healthcare Organizations. Analysis of the adherence of Medicaid HMOs to JCAHO accreditation criteria.

PUBLICATIONS

Books:

Mark Pauly, David Asch, Lawton R. Burns, et al. *Seemed Like a Good Idea: Alchemy versus Evidence-Based Approaches to Healthcare Management Innovation*. (Cambridge, UK: Cambridge University Press, 2022).

Lawton R. Burns. *The U.S. Healthcare Ecosystem: Payers, Providers, Producers* (New York: McGraw-Hill, 2021).

David Dranove and Lawton R. Burns. *Big Med: Megaproviders and the High Cost of Healthcare in America*. (Chicago, IL: University of Chicago Press, Forthcoming 2021).

Lawton Burns. *The Business of Healthcare Innovation* – 3rd Edition. (Cambridge, UK: Cambridge University Press). 2020. Prior editions in 2005 and 2012.

Lawton R. Burns, Elizabeth Bradley, and Bryan Weiner (Eds.), Shortell & Kaluzny's *Health Care Management: Organization Design and Behavior* - Seventh Edition. (Delmar). 2019. Prior edition in 2011.

Philip Rea, Mark V. Pauly, and Lawton R. Burns (Eds.). *Managing Discovery: Harnessing Creativity to Drive Biomedical Innovation* (Cambridge, UK: Cambridge University Press, 2018).

Lawton R. Burns and Gordon Liu. *China's Healthcare System and Reform* (Cambridge, UK: Cambridge University Press, 2017).

Lawton R. Burns. *India's Healthcare Industry: Innovation in Delivery, Financing, and Manufacturing* (Cambridge, UK: Cambridge University Press, 2014).

Rosemary Stevens, Charles Rosenberg, and Lawton R. Burns (Eds.), *Health Care History and Policy in the United States* (New Brunswick, NJ: Rutgers University Press). 2006.

Lawton R. Burns & Wharton School Colleagues. *The Health Care Value Chain: Producers, Purchasers, and Providers* (San Francisco: Jossey-Bass). 2002.

Articles/Book Chapters:

Lawton R. Burns, Ingrid M. Nembhard, and Stephen Shortell. "Integrating Network Theory into the Study of Integrated Healthcare." *Social Science and Medicine* (2022). <https://doi.org/10.1016/j.socscimed.2021.114664>

Lawton R. Burns, David Asch, and Ralph Muller. "Vertical Integration of Physicians and Hospitals: Three Decades of Futility?" in Mark V. Pauly (Ed.), *Seemed Like a Good Idea: Alchemy versus Evidence-Based Approaches to Healthcare Management Innovation* (Cambridge, UK: Cambridge University Press, 2022).

Lawton R. Burns and Rachel M. Werner. "Care Coordination," in Mark V. Pauly (Ed.), *Seemed Like a Good Idea: Alchemy versus Evidence-Based Approaches to Healthcare Management Innovation* (Cambridge, UK: Cambridge University Press, 2022).

Lawton R. Burns, Howard Forman, and Carolyn Watts. "Teaching the Introductory Course on the U.S. Healthcare System: Issues, Challenges, and Lessons." *Journal of Health Administration Education* (forthcoming 2022).

Akshat Kumar, Rohit Gupta, and Lawton R. Burns. "Strategic Analysis of India's Private Hospital Sector," in Ali Mehdi and Irudaya Rajan (Eds.), *Health of the Nation: Perspectives for a New India*. (Oxford University Press 2020): 223-239.

Gregory Kruse, Lawton R. Burns, and Ralph Muller. "Health Care Inc." in James Schaefer, Richard M. Mizelle, Jr., & Helen K. Valier (Eds.), *Oxford Handbook of American Medical History*. Chapter 16. Forthcoming 2020.

Mark V. Pauly and Lawton R. Burns. "When is Medical Care Price Transparency a Good Thing (And When Isn't It)?" in Jennifer Hefner and Mona Al-Amin (Eds.), *Advances in Health Care Management – Transforming Health: A Focus on Consumerism and Profitability*. Volume 19 (Emerald Press, 2020): 75-97.

Ann Kutney-Lee, Douglas Sloane, Kathryn Bowles, Lawton R. Burns, & Linda Aiken. (2019). "Electronic Health Record Adoption and Nurse Reports of Usability and Quality of Care: The Role of Work Environment. *Applied Clinical Informatics*. <https://doi.org/10.1055/s-0039-1678551>. 10(1) (2019): 129-139.

Lawton R. Burns and Allison Briggs. "Hospital Purchasing Alliances: Ten Years After." *Health Care Management Review*. Forthcoming.

Lawton R. Burns, Jeffrey Alexander, and Ronald Andersen. "How Different Governance Models May Impact Physician-Hospital Alignment." *Health Care Management Review*. Forthcoming.

Lawton R. Burns and Mark V. Pauly. "Transformation of the Healthcare Industry: Curb Your Enthusiasm?" *Milbank Quarterly*. (March 2018) 96(1): 57-109.

Edward Zajac, Thomas D'Aunno, and Lawton R. Burns. "Managing Strategic Alliances: Neither Make nor Buy but Ally," in L.R. Burns, E. Bradley, & B. Weiner (Eds.), *Health Care Management: Organization Design & Behavior*. 7th Edition. (Delmar Cengage Learning, forthcoming).

Lawton R. Burns, Elizabeth Bradley, & Bryan Weiner. "The Management Challenge of Delivering Value in Health Care: Global and U.S. Perspectives," in L.R. Burns, E. Bradley, & B. Weiner (Eds.), *Health Care Management: Organization Design & Behavior*. 7th Edition. (Delmar Cengage Learning, forthcoming).

Lawton R. Burns and Gordon G. Liu. "Health, Disease, and Medical Care," in Weiping Wu and Mark Frazier (Eds.), *The SAGE Handbook of Contemporary China* (Sage, 2018).

Lawton R. Burns, Alex Rosen, Philip Rea et al. "Regeneron: Agility, Resilience, and Balance." Forthcoming in Philip Rea, Mark V. Pauly, and Lawton R. Burns (Eds.), *Managing Discovery in the Life Sciences*. (Cambridge, UK: Cambridge University Press, 2018).

Lawton R. Burns and Philip Rea. "Organization of the Discovery Process." Forthcoming in Philip Rea, Mark V. Pauly, and Lawton R. Burns (Eds.), *Managing Discovery in the Life Sciences*. (Cambridge, UK: Cambridge University Press, 2018).

Simon Basseyn, Sourav Bose, Lawton R. Burns, and Chris Groskaufmanis. "The Development of Percutaneous Transluminal Coronary Angioplasty." Forthcoming in Philip Rea, Mark V. Pauly, and Lawton R. Burns (Eds.), *Managing Discovery in the Life Sciences*. (Cambridge, UK: Cambridge University Press, 2018).

Lawton R. Burns, Michael Housman, Robert Booth, and Aaron Koenig. "Physician Preference Items: What Factors Matter to Surgeons? Does the Vendor Matter?" *Medical Devices: Evidence and Research* 11 (2018): 39-49.

Karen B Lasater, Michael R Richards, Nikila Dandapani, Lawton R Burns, and Matthew D McHugh. "Magnet Hospital Recognition in Hospital Systems Over Time," *Health Care Management Review*. 42 (2017):

Mirko Noordegraff and Lawton R. Burns. "Paradoxes of Leading and Managing Healthcare Professionals to Integrate Healthcare Services," in Gary Young, Kathleen Sutcliffe, and Tim Hoff (Eds.), *The Healthcare Professional Work Force: New Directions in Theory and Practice* (Oxford, UK: Oxford University Press, 2016).

Lawton R. Burns, Jeffrey McCullough, Douglas Wholey, Peter Kralovec, Gregory Kruse, and Ralph Muller. "Is the System Really the Solution? Operating Costs in Hospital Systems," *Medical Care Research and Review* 72(3) (2015): 247-272.

Michael McHugh, Linda Aiken, Myra Eckenhoff, and Lawton R Burns. "Achieving Kaiser Quality," *Health Care Management Review* (2015).

Jeff Goldsmith, Lawton R. Burns, Aditi Sen, and Trevor Goldsmith. *Integrated Delivery Networks: In Search of Benefits and Market Effects*. (Washington, D.C.: National Academy of Social Insurance, 2015).

Lawton R Burns. "Medical Tourism Opportunities and Challenges: Illustration from US-India Trade." *International Journal of Healthcare Management* 8(1) (2015): 15-26.

Guy David, Richard Lindrooth, Lorens Helmchen. and Lawton R Burns. "Do Hospitals Cross-subsidize?" *Journal of Health Economics* 37 (September 2014): 198-218. 2014.

Lawton R. Burns. *The Performance of Group Purchasing Organizations (GPOs) in the Health Care Value Chain: A Literature Review*. (Philadelphia, PA: Wharton Center for Health Management & Economics, 2014).

Lawton R. Burns and Rada Yovovich. *Hospital Supply Chain Executives Perspectives on Group Purchasing: Results from a 2014 Survey*. (Philadelphia, PA: Wharton Center for Health Management & Economics, 2014).

R. Carter Clement, Arunavo Roy, Ravi Shah, James Calderwood, and Lawton R. Burns. "The Aravind Eye Care System," in Lawton Burns (Ed.), *India's Healthcare Industry: Innovation in Delivery, Financing, and Manufacturing*. 2014.

Jessica Pickett, Aditi Sen, and Lawton R Burns. "The Health Insurance Sector in India: History and Opportunities." In Lawton Burns (Ed.), *India's Healthcare Industry: Innovation in Delivery, Financing, and Manufacturing*. 2014.

Ajay Bakshi and Lawton Burns. "The Medical Profession in India." In Lawton Burns (Ed.), *India's Healthcare Industry: Innovation in Delivery, Financing, and Manufacturing*. 2014.

Lawton R Burns, Prashanth Jayaram, and Richa Bansal. "Medical Tourism: Opportunities and Challenges." In Lawton Burns (Ed.), *India's Healthcare Industry: Innovation in Delivery, Financing, and Manufacturing*. 2014.

Lawton R. Burns, Bhuvan Srinivasan, and Mandar Vayda. "India's Hospital Sector: The Journey from Public to Private Healthcare Delivery." In Lawton Burns (Ed.), *India's Healthcare Industry: Innovation in Delivery, Financing, and Manufacturing*. 2014.

Lawton R Burns. "India's Healthcare Industry: A System Perspective." In Lawton Burns (Ed.), *India's Healthcare Industry: Innovation in Delivery, Financing, and Manufacturing*. 2014.

Lawton R Burns. "India's Healthcare Industry: An Overview of the Value Chain." In Lawton Burns (Ed.), *India's Healthcare Industry: Innovation in Delivery, Financing, and Manufacturing*. 2014.

Lawton Burns, Tanmay Mishra, Kalyan Pamarthy, and Arunavo Roy. "The Medical Device Sector in India" In Lawton Burns (Ed.), *India's Healthcare Industry: Innovation in Delivery, Financing, and Manufacturing*. 2014.

Lawton R. Burns, Jeff Goldsmith, and Aditi Sen. "Horizontal and Vertical Integration of Physicians: A Tale of Two Tails." In *Annual Review of Health Care Management: Revisiting the Evolution of Health Systems Organization Advances in Health Care Management*, Volume 15: 39-117. (Emerald Group Publishing). 2013.

Lawton R Burns. "Matrix Structure." *Encyclopedia of Management Theory*. 2013.

Corinna Sorenson, Michael Drummond, and Lawton Burns. "Evolving Reimbursement and Pricing Policies for Devices in Europe and the United States Should Encourage Greater Value." *Health Affairs* 32(4): 788-796: 2013.

Lawton R Burns, Douglas Wholey, Jeffrey McCullough, Ralph Muller, and Peter Kralovec. "The Changing Configuration of Hospital Systems: Centralization, Federalization, or Fragmentation?" In L. Friedman, G. Savage, and J. Goes (Eds.), *Annual Review of Health Care Management: Strategy and Policy Perspectives on Reforming Health Systems*. Volume 13. (Emerald Group Publishing): 189-232. 2012.

Lawton R Burns and Mark V Pauly. "Accountable Care Organizations May Have Difficulty Avoiding the Failures of Integrated Delivery Networks of the 1990s." *Health Affairs* 31(11): 2407-2416. 2012.

Michael Johns, Stephen Shortell, Nancy Adams, George Anderson, Peter Angood, Lawton Burns, et al. *Evaluation of the Lovell Federal Health Care Center Merger: Findings, Conclusions, and Recommendations* (Washington, D.C.: Institute of Medicine). 2012.

Lawton R Burns, Stephen Sammut, and David Lawrence. "Healthcare Innovation across Sectors: Convergences and Divergences." Chapter 8. In LR Burns (Ed.), *The Business of Healthcare Innovation* (Cambridge, UK: Cambridge University Press). 2012.

Lawton R Burns, Sean Nicholson, and Joanna Wolkowski. "Pharmaceutical Strategy and the Evolving Role of Mergers and Acquisitions (M&A)." Chapter 3. In LR Burns (Ed.), *The Business of Healthcare Innovation* (Cambridge, UK: Cambridge University Press). 2012.

Lawton R. Burns, Eduardo Cisneros, William Ferniany, and Harbir Singh. "Strategic Alliances Between Buyers and Suppliers: Lessons From the Medical Imaging Industry," in C. Harland, G. Nassimbeni, and E. Schneller (Eds.), *The SAGE Handbook of Strategic Supply Management* (Sage Publications). 2012.

Stefanos Zenios, Lawton Burns, and Lyn Denend. *The Role of Physicians in Device Innovation: Critical Success Factor or Conflict of Interest?* (Stanford University, Graduate School of Business). 2012.

Lawton R Burns. "Comparative Effectiveness Research: What it Means, What it Means for Hospitals." *Economic Outlook* (September): 14-18. 2011.

Lawton R Burns and Stephen Sammut. "Doing More with Less: Lessons From a Doctor." *Insight* 9(2): 16-19. 2011.

Stephen Sammut and Lawton R Burns. "Meeting the Challenges of Healthcare Needs in India: Paths to Innovation." *Insight* 9(2): 5-9. 2011.

Lawton R. Burns, Elizabeth Bradley, and Bryan Weiner. "The Management Challenge of Delivering Value in Health Care: Global and U.S. Perspectives." In Burns, Bradley, and Weiner (Eds.), *Health Care Management: Organization Design and Behavior*, Sixth Edition. (Delmar). 2011.

Lawton R. Burns, Guy David, and Lorens Helmchen. "Strategic Responses by Providers to Specialty Hospitals, Ambulatory Surgery Centers, and Retail Clinics." *Population Health Management* 14(2): 69-77. 2011.

Edward Zajac, Thomas D'Aunno, and Lawton R. Burns. "Managing Strategic Alliances." in *Health Care Management: Organization Design and Behavior* 6th Edition. (Albany, NY: Delmar). 2011.

Lawton R. Burns, Jeff C. Goldsmith, and Ralph Muller. "History of Hospital/Physician Relationships: Obstacles, Opportunities, and Issues." In Jay Crosson and Laura Tollen (Eds.), *Partners in Health* (Kaiser Permanente Institute for Health Policy, Oakland, CA). 2010.

Lawton R. Burns, Michael Housman, Robert Booth, and Aaron Koenig. "Implant Vendors and Hospitals: Competing Influences over Product Choice by Orthopedic Surgeons." *Health Care Management Review* 34(1): 2-18. 2009.

Archstone Consulting and Lawton R. Burns. *The Biopharmaceutical Sector's Impact on the U.S. Economy: Analysis at the National, State, and Local Levels*. Report issued by PhRMA. 2009.

Lawton R. Burns, Rajiv Shah, Frank Sloan, and Adam Powell. "The Impact of Hospital Ownership Conversions: Results From a Comparative Field Study." *Biennial Review of Health Care Management: Meso Perspectives*. Volume 8: 171-229. 2009.

Lawton R. Burns and Mark V. Pauly. "Price Transparency for Medical Devices." *Health Affairs* 27(6): 1544-1553. 2008.

Lawton R. Burns, Michael Housman, and Charles Robinson. "Market Entry and Exit by Medical Device and Biotechnology Companies Funded by Venture Capital." *Health Affairs*. Web Exclusive. December 2, 2008. W76-86.

Lawton R. Burns and Ralph Muller. "Hospital-Physician Collaboration: Landscape of Economic Integration and Impact on Clinical Integration." *Milbank Quarterly* 86(3):375-434. 2008.

Lawton R. Burns and J. Andrew Lee. "Group Purchasing Organizations (GPOs): Issues and Evidence." *Health Care Management Review* 33(3): 203-215. 2008.

Lawton R. Burns, J. Andrew Lee, Eric T. Bradlow, and Anthony C. Antonacci. "Assessment of Medical Devices: How to Conduct Comparative Technology Evaluations of Product Performance." *International Journal of Technology Assessment in Health Care* 23(4): 455-463. 2007.

Lawton R. Burns, David Nash, and Douglas Wholey. "The Evolving Role of Third Parties in the Hospital-Physician Relationship." *American Journal of Medical Quality* 22(6): 402-409. 2007.

Lawton R. Burns, J. Andrew Lee, Eric T. Bradlow, and Anthony C. Antonacci. "Surgeon Evaluation of Suture and Endo-Mechanical Products." *Journal of Surgical Research* 141: 220-233. 2007.

Robert Town, Douglas Wholey, Roger Feldman, and Lawton R. Burns. "Hospital Consolidation and Racial/Income Disparities in Health Insurance Coverage." *Health Affairs* 26 (4): 1170-1180. 2007.

Kwang Jum Kim and Lawton R. Burns. "Factors Affecting the Performance of Hospital Alliances: Evidence from Korea." *Health Services Management Research* 20: 141-152. 2007.

Lawton R. Burns. "Growth and Innovation in Medical Devices: A Conversation with Stryker Chairman John Brown." *Health Affairs*. May 1, 2007. Web Exclusive.

James Zazzali, Stephen Shortell, Jeffrey Alexander, and Lawton R. Burns. "Organizational Culture and Physician Satisfaction with Group Practice: A Multilevel Model of Cultural Perception and Context." *Health Services Research* 42 (3): 1150-1176. 2007.

Robert Town, Roger Feldman, Douglas Wholey, and Lawton R. Burns "Revisiting the Relationship Between Managed Care and Hospital Consolidation." *Health Services Research* 42 (1): 219-238. 2007.

Lawton R. Burns. "Clinical Technology: Confronting the Technological Imperative." *Future Scan: Healthcare Trends and Implications, 2007 – 2012*: 29-33. 2007.

Lawton R. Burns. "Dealing with Innovation and Costs in Orthopedics: A Conversation with Dane Miller." *Health Affairs* 25 (2006): W241-251. Published online May 18, 2006.

Lawton R. Burns and Alexandra Burns. "Policy Implications of Hospital System Failures: The Allegheny Bankruptcy." In Stevens, Rosenberg, and Burns (Eds.), *History and Health Policy in the United States*. Rutgers University Press. 2006.

Lawton R. Burns, Gilbert Gimm, and Sean Nicholson. "The Financial Performance of Integrated Health Organizations (IHOs)." *Journal of Healthcare Management* 50(3): 191-213. 2005.

Gloria Bazzoli, Linda Dynan, Lawton R. Burns, Clarence Yap. "Two Decades of Organizational Change in Health Care: What Have We Learned?" *Medical Care Research & Review* 61(3): 247-331. 2004.

Douglas R. Wholey, Jon B. Christianson, Debra Draper, Cara Lesser, and Lawton R. Burns. "Embedded Responses of Communities to National Healthcare Firms." *Journal of Health and Social Behavior* 45(Extra Issue): 118-135. 2004.

Lawton R. Burns, Thomas D'Aunno, and John Kimberly. "Globalization in Healthcare." In H. Gatignon and J. Kimberly (Eds.), *The INSEAD-Wharton Alliance on Globalizing: Strategies for Building Successful Global Businesses*. (Cambridge, UK: Cambridge University Press): 395-421. 2003.

Lawton R. Burns. "Physician-Hospital Organizations." *Encyclopedia of Health Care Management*. 2003.

Lawton R. Burns. "Networks." *Encyclopedia of Health Care Management*. 2003.

Lawton R. Burns and Mark V. Pauly. "Integrated Delivery Networks (IDNs): A Detour on the Road to Integrated Healthcare?" *Health Affairs*, 21(4): 128-143. 2002.

Lawton R. Burns. "Competitive Strategy." In Daniel Albert (Ed.), *A Physician's Guide to Healthcare Management*. (Malden, MA: Blackwell Science): 46-56. 2002.

Grace Kreulen, Manfred Stommel, Barbara Gutek, Lawton R. Burns, Carrie Braden. "Utility of Retrospective Pretest Ratings of Patient Satisfaction with Health Status." *Research in Nursing and Health* 25: 233-241. 2002.

Peter Budetti, Stephen M. Shortell, Teresa Waters, Jeffrey Alexander, Lawton R. Burns, et al. "Physicians and Health System Integration." *Health Affairs* 21(1): 203-210. 2002.

Douglas R. Wholey and Lawton R. Burns. "Understanding Health Care Markets: Actors, Products, and Relations." Paper prepared for Center for Studying Health System Change. In Stephen Mick (Ed.), *Innovation in Health Care Delivery*. 2nd Edition. 2002.

Lawton R. Burns, Jeffrey Alexander, Stephen M. Shortell et al. "Physician Commitment to Organized Delivery Systems." *Medical Care* 39(7): I 9-29. July Supplement. 2001.

Jeffrey Alexander, Teresa Waters, Lawton R. Burns et al. "The Ties that Bind: Organizational Linkages and Physician-System Alignment." *Medical Care* 39(7): I 30-45. July Supplement. 2001.

Stephen M. Shortell, James Zazzali, Lawton R. Burns et al. "Implementing Evidence-Based Medicine: The Role of Market Pressures, Compensation Incentives and Culture in Physician Organizations." *Medical Care* 39(7): I 62-78. July Supplement. 2001.

Stephen M. Shortell, Jeffrey Alexander, Lawton R. Burns et al. "Physician-System Alignment: Introductory Overview." *Medical Care* 39(7): I 1-18. July Supplement. 2001.

Robin Gillies, Howard Zuckerman, Lawton R. Burns, Stephen M. Shortell, et al. "Physician-System Relationships: Stumbling Blocks and Promising Practices." *Medical Care* 39(7): I 92-106. July Supplement. 2001.

Jeffrey Alexander, Teresa Waters, Shawn Boykin, Lawton R. Burns et al. "Risk Assumption and Physician Alignment with Health Care Organizations" *Medical Care* 39(7): I 46-61. July Supplement. 2001.

Teresa Waters, Peter Budetti, Katherine Reynolds, Robin Gillies, Howard Zuckerman, Jeffrey Alexander, Lawton R. Burns, and Stephen Shortell. "Factors Associated with Physician Involvement in Care Management." *Medical Care* 39(7): I 79-91. July Supplement. 2001.

Lawton R. Burns, Stephen Walston, Jeffrey Alexander, Howard Zuckerman, Ronald Andersen, and Paul Torrens. "Just How Integrated Are Integrated Delivery Systems? Results from a National Survey." *Health Care Management Review* 26(1): 22-41. 2001.

Stephen Walston, John R. Kimberly, and Lawton R. Burns. "Institutional and Economic Influences on the Adoption and Extensiveness of Managerial Innovation in Hospitals: The Case of Reengineering." *Medical Care Research & Review* 58(2): 194-228. 2001.

Jeffrey Alexander, Lawton R. Burns, Michael Morrissey, and Victoria Johnson. "CEO Perceptions of Competition and Strategic Response in Hospital Markets." *Medical Care Research & Review* 58(2): 162-193. 2001.

Lawton R. Burns and Darrell P. Thorpe. "Why Provider-Sponsored Health Plans Don't Work." *Healthcare Financial Management: 2001 Resource Guide*: 12-16. 2001.

Sean Nicholson, Mark V. Pauly, Lawton R. Burns, Agnieszka Baumritter, and David Asch. "Measuring Community Benefits Provided by For-Profit and Nonprofit Hospitals." *Health Affairs* 19(6): 168-177. 2000.

Lawton R. Burns. "A Research Agenda for Health Services Management." *Health Care Management Review* 25(4): 85-87. 2000.

Craig Holm and Lawton R. Burns. "The Future of Health System - Physician Integration." *Journal of Healthcare Management* 45(6): 356-358. 2000.

Lawton R. Burns, Gloria Bazzoli, Linda Dynan, and Douglas Wholey. "Impact of HMO Market Structure on Physician-Hospital Strategic Alliances." *Health Services Research* 35(1): 101-132. 2000.

Lawton R. Burns, John Cacciamani, James Clement, and Welman Aquino. "The Fall of the House of AHERF: The Allegheny Bankruptcy." Paper presented to Association of Professors of Medicine (Pasadena, February). *Health Affairs* 19(1): 7-41. 2000.

Edward Zajac, Thomas D'Aunno, and Lawton R. Burns. "Managing Strategic Alliances." In *Health Care Management: Organization Design and Behavior* 4th Edition. (Albany, NY: Delmar): 307-329. 2000.

Douglas R. Wholey and Lawton R. Burns. "Tides of Change: The Evolution of Managed Care in the United States." In *Handbook of Medical Sociology* 5th Edition, Ed. By Chloe Bird, Peter Conrad, and Allen Fremont. (Upper Saddle River, NJ: Prentice Hall): 217-237. 2000.

Lawton R. Burns and Douglas R. Wholey. "Responding to a Consolidating Healthcare System: Options for Physician Organizations." In *Advances in Health Care Management* Volume 1 (New York: Elsevier): 273-335. 2000.

Gloria Bazzoli, Linda Dynan, Lawton R. Burns, and Richard Lindrooth. "Is Provider Capitation Working? Effects on Physician-Hospital Integration and Costs of Care." *Medical Care* 38(3): 311-324. 2000.

Jeffrey Alexander, Thomas Vaughn, and Lawton R. Burns. "The Effects of Structure, Strategy, and Market Conditions on the Operating Practices of Physician-Organization Arrangements." *Health Services Management Research* 13:1-15. 2000.

Gloria Bazzoli, Linda Dynan, and Lawton R. Burns. "Capitated Contracting of Integrated Health Provider Organizations." *Inquiry* 36(4): 426-444. 2000.

Gloria Bazzoli, Linda Dynan, and Lawton R. Burns. "Capitated Contracting Roles and Relationships in Health Care." *Journal of Healthcare Management* 45(3): 170-187. 2000.

Stephen Walston, Lawton R. Burns, and John Kimberly. "Does Reengineering Really Work? An Examination of the Context and Outcomes of Hospital Reengineering Programs." *Health Services Research* 34(6): 1363-1388. 2000.

Lawton R. Burns, Kevin Anbari, and Jasmin Patel. "The Physician Practice Management Industry: A Partner for Pharmaceutical Companies in Clinical Trials?" *Spectrum: Health Care Delivery and Economics*. 2000.

Lawton R. Burns, Robert DeGraaff, and Harbir Singh. "Acquisition of Physician Group Practices by For-Profit and Not-for-Profit Organizations." *Quarterly Review of Economics and Finance* 39(4): 465-490. 1999.

Michael Morrissey, Jeffrey Alexander, Lawton R. Burns, and Victoria Johnson. "The Effects of Managed Care on Physician and Clinical Integration in Hospitals." *Medical Care* 37(4): 350-361. 1999.

Lawton R. Burns. "Polarity Management: The Key Challenge for Integrated Health Systems." *Journal of Healthcare Management* 44(1): 14-33. 1999.

Lawton R. Burns, Terry Connolly, and Robert DeGraaff. "The Impact of Physicians' Perceptions of Malpractice and Adaptive Changes on Intention to Cease Obstetrical Practice." *Journal of Rural Health* 15(2): 134-146. 1999.

Douglas R. Wholey, Lawton R. Burns, and Risa Lavizzo-Mourey. "Managed Care and the Delivery of Primary Care to the Elderly." *Health Services Research Part II* 33(2): 322-353. 1998.

Lawton R. Burns, Michael Morrissey, Jeffrey Alexander, and Victoria Johnson. "Managed Care and Processes to Integrate Physicians/Hospitals." *Health Care Management Review* 23(4): 70-80. 1998.

Linda Dynan, Gloria Bazzoli, and Lawton R. Burns. "Assessing the Extent of Operational and Financial Integration Achieved Through Physician-Hospital Arrangements." *Journal of Healthcare Management* 43(3): 242-262. 1998.

Howard Zuckerman, Diana Hilberman, Ronald Andersen, Jeffrey Alexander, Lawton R. Burns, and Paul Torrens. "Physicians and Organizations: Strange Bedfellows or a Marriage Made in Heaven?" *Frontiers of Health Services Management* 14(3): 3-34. 1998.

Jeffrey Alexander, Michael Morrissey, Lawton R. Burns, and Victoria Johnson. "Physician and Clinical Integration in Rural Hospitals." *Journal of Rural Health* 14(4): 312-326. 1998.

Lawton R. Burns, Stephen M. Shortell, and Ronald M. Andersen. "Does Familiarity Breed Contentment? The Effects of Physician-Hospital Integration." *Research in the Sociology of Health Care*, (Greenwich, CT: JAI Press): 85-110. 1998.

Lawton R. Burns and James C. Robinson. "Physician Practice Management Companies: Implications for Hospital-Based Integrated Delivery Systems." *Frontiers of Health Services Management* 14(2): 3-35. 1997.

Lawton R. Burns, Gloria Bazzoli, Linda Dynan, and Douglas Wholey. "Managed Care, Market Stages, and Integrated Delivery Systems: Is There a Relationship?" *Health Affairs* 16(6): 204-218. 1997.

Lawton R. Burns. "Physician Practice Management Companies." *Health Care Management Review* 22(4):32-46. 1997.

Lawrence Van Horn, Lawton R. Burns, and Douglas R. Wholey. "The Impact of Physician Involvement in Managed Care on Efficient Use of Hospital Resources." *Medical Care* 35(9): 873-889. 1997.

Lawton R. Burns, Jill Egan, and Susan Van Duyne. *The Process of Physician-System Integration in Illinois*. (Naperville, IL: Illinois Hospital & Health System Association). 1997.

Lawton R. Burns and Darrell P. Thorpe. "Physician-Hospital Organizations: Strategy, Structure, and Conduct." In R. Conners (Ed.), *Integrating the Practice of Medicine*. (Chicago, IL: American Hospital Association Publishing Co.): 351-371. 1997.

Michael A. Morrissey, Jeffrey A. Alexander, Lawton R. Burns, and Victoria A. Johnson. "Managed Care and Physician-Hospital Integration." *Health Affairs* 15(4): 62-73. 1996.

Jeffrey Alexander, Thomas Vaughn, Lawton R. Burns et al. "Organizational Approaches to Integrated Healthcare Delivery: A Taxonomic Analysis of Physician- Organization Arrangements." *Medical Care Research and Review* 53(1): 71-93. 1996.

Jeffrey Alexander, Lawton R. Burns, Howard Zuckerman et al. "An Exploratory Analysis of Market-based Physician-Organization Arrangements." *Hospital and Health Services Administration* 41(3): 311-329. 1996.

Stacie Geller, Lawton R. Burns, and David Brailer. "The Impact of Non-Clinical Factors on Practice Variations: The Case of Hysterectomies." *Health Services Research* 30(6): 729-750. 1996.

Lawton R. Burns, Gerri S. Lamb, and Douglas R. Wholey. "Impact of Integrated Community Nursing Services on Hospital Utilization and Costs in a Medicare Risk Plan." *Inquiry* 33(1): 30-41. 1996.

Stephen Walston, John Kimberly, and Lawton Burns. "Owned Vertical Integration and Health Care: Promise and Performance." *Health Care Management Review* 21(1): 83-92. 1996.

Lawton R. Burns. "Medical Organization Structures that Promote Quality and Efficiency: Past Research and Future Considerations." *Quality Management in Health Care* 3(4): 10-18. 1995.

Lawton R. Burns and Darrell P. Thorpe. "Managed Care and Integrated Healthcare." In *Health Care Management: Managed Care*. Harvey Jolt (Ed.). (Philadelphia, PA: Hanley & Belfus): 101-108. 1995.

Lee R. Beach and Lawton R. Burns. "The Service Quality Improvement Strategy (QIS): Identifying Priorities for Change." *International Journal of Service Industry Management* 6(5): 5-15. 1995.

Lawton R. Burns, Stacie Geller, and Douglas Wholey. "The Effect of Physician Factors on the Cesarean Section Decision." *Medical Care* 33(4): 365-382. 1995.

Lawton R. Burns, Jon Chilingirian, and Douglas Wholey. "The Effect of Physician Practice Organization on Efficient Utilization of Hospital Resources." *Health Services Research* 29(5): 583-603. 1994.

Lawton R. Burns and Lee Sechrest. "Key Challenges Posed by the Clinton Healthcare Reform Proposal." In *Health Care Management: U.S. Healthcare in Transition*. Harvey Jolt (Ed.) (Philadelphia, PA: Hanley & Belfus): 81-90. 1994.

Lawton R. Burns and Lee R. Beach. "The Quality Improvement Strategy (QIS): A Method for Tying Quality Improvement to Physician Satisfaction with Hospital Services." *Health Care Management Review* 19(2): 21-31. 1994.

Lawton R. Burns. "Network Models of the Dissemination of Innovations and Information." In *Effective Dissemination of Clinical and Health Information*. Lee Sechrest, Everett Rogers, et al. (Eds.) (Rockville, MD: Agency for Health Care Policy & Research): 153-158. 1994.

Lawton R. Burns and Douglas R. Wholey. "Adoption and Abandonment of Matrix Management Programs: Effects of Organizational Characteristics and Interorganizational Networks." *Academy of Management Journal* 36(1): 106-138. 1993.

Lawton R. Burns, Douglas R. Wholey, and Marty O. Abeln. "Using Managed Care to Mainstream the Poor: Hospital Utilization and Mortality Levels for Patients in the Arizona Health Care Cost Containment System." *Inquiry* 30(2): 142-156. 1993.

Lawton R. Burns, Ronald M. Andersen, and Stephen M. Shortell. "Trends in Hospital/Physician Relationships." *Health Affairs* 12(3), 213-223. 1993.

Douglas R. Wholey and Lawton R. Burns. "Organizational Transitions: Form Changes by Health Maintenance Organizations." In *Research in the Sociology of Organizations*, Samuel Bacharach (Ed.) (Greenwich, CN: JAI Press): 257-293. 1993.

Lawton R. Burns. *1991 Medical Staff Survey Report*. Division of Medical Affairs. (Chicago, IL: American Hospital Association). 1993.

Lawton R. Burns and Darrell P. Thorpe. "Trends and Models in Physician- Hospital Organization." *Health Care Management Review* 18(4): 7-20. 1993.

Lawton R. Burns. *Physician-Hospital Relations: Bibliography Drawn from the Academic and Trade Literatures*. Chicago, IL: Hospital Research & Educational Trust. 1993.

Lawton R. Burns, Jon Chilingerian, and Douglas R. Wholey. "Factors Affecting Physician Efficiency in Managing Hospitalized Patients." In M. Malek (Ed.), *Strategic Issues in Health Care Management*. (Chichester: John Wiley): 211-228. 1993.

Linda D. MacKeagan, Lon N. Larson, JoLaine R. Drugalis, J. Lyle Bootman, and Lawton R. Burns. "Time Preference for Health Gains Versus Health Losses." *PharmacoEconomics* 3(5): 374-386. 1993.

Lawton R. Burns et al. "The Use of Continuous Quality Improvement Methods in the Dissemination of Medical Practice Guidelines." *Quality Review Bulletin* 18(12): 434-439. 1992.

Lawton R. Burns and Douglas R. Wholey. "The Impact of Physician Characteristics in Conditional Choice Models for Hospital Care." *Journal of Health Economics* 11: 43-62. 1992.

Lawton R. Burns and Douglas R. Wholey. "Factors Affecting Physician Loyalty and Exit: A Longitudinal Analysis of Physician-Hospital Relationships." *Health Services Research* 27(1): 1-24. 1992.

Lawton R. Burns, Denise Hurtado, and Leila Shehab. "Hospitals' Investment and Return from Volunteer Departments and Auxiliaries: Evidence from One Community." *Health Care Management Review* 16(4): 79-89. 1991.

Douglas R. Wholey and Lawton R. Burns. "Convenience and Independence: Do Physicians Strike a Balance in Admitting Decisions?" *Journal of Health and Social Behavior* Vol. 32(3): 254-272. 1991.

Lawton R. Burns and Douglas R. Wholey. "Differences in Access and Quality of Care Across HMO Types." *Health Services Management Research*. 4 (1): 32-45. 1991.

Lawton R. Burns and Douglas R. Wholey. "The Effects of Patient, Physician, and Hospital Characteristics on Length of Stay and Mortality." *Medical Care* 29 (3): 251-271. 1991.

Lawton R. Burns, Ronald M. Andersen, and Stephen M. Shortell. "The Effect of Hospital Control Strategies on Physician Satisfaction and Hospital-Physician Conflict." *Health Services Research* 25 (3): 527-560. 1990.

Lawton R. Burns. "The Transformation of the American Hospital: From Community Institution Towards Business Enterprise." In Craig Calhoun (Ed.) *Comparative Social Research, Vol. 12: Business Institutions*. (JAI Press): 77-112. 1990.

Lawton R. Burns. "Matrix Management in Hospitals: Testing Theories of Matrix Structure and Development." *Administrative Science Quarterly* 34 (3): 349-368. 1989.

Lawton R. Burns, Ronald M. Andersen, and Stephen M. Shortell. "The Impact of Corporate Structures on Physician Inclusion and Participation." *Medical Care* 27 (11): 967-982. 1989.

Lawton R. Burns, Douglas R. Wholey, and John Huonker. "Physician Use of Hospitals: Effects of Physician, Patient, and Hospital Characteristics." *Health Services Management Research* 2 (3): 191-203. 1989.

Lawton R. Burns and Selwyn Becker. "Leadership and Managership." In Stephen Shortell and Arnold Kaluzny (Eds.), *Health Care Management: A Text in Organizational Theory and Behavior*, 2nd Edition (John Wiley & Sons): 147-186. 1987.

Lawton R. Burns. "Hospital-Medical Staff Tensions: An Historical Overview and Analysis." *Medical Practice Management*. 1 (3): 191-198. 1986.

Lawton R. Burns, Ronald M. Anderson, and Stephen M. Shortell. "Evidence on Changing Hospital-Physician Relationships." In *Cost Containment and Physician Autonomy: Implications for Quality Care*, George Bugbee Symposium on Hospital Affairs, Graduate School of Business, University of Chicago: 122-142. 1986.

Lawton R. Burns. "A Framework to Measure the Impact of Hospital-Sponsored Primary Care on Patient Access." In *Hospital-Physician Sponsored Primary Care: Marketing and Impact*, by Lu Ann Aday, Ronald M. Anderson, et al. (Ann Arbor, Michigan: Health Administration Press): 20-34. 1985.

Lawton R. Burns and Selwyn Becker. "Leadership and Decision Making." In Stephen Shortell and Arnold Kaluzny, (Eds.), *Health Care Management: A Text in Organizational Theory and Behavior* (John Wiley & Sons): 128-166. 1983.

Lawton R. Burns. "Diffusion of Unit Management Among United States Hospitals" *Hospital and Health Services Administration*, Vol. 27 (2): 43-57. 1982.

Lawton R. Burns. "The Chicago School and the Study of Organization-Environment Relations." *Journal of the History of the Behavioral Sciences* 16: 342-358. 1980.

Kenneth E. Friend and Lawton R. Burns. "Sources of Variation in Job Satisfaction: Job Size Effects in a Sample of the U.S. Labor Force." *Personnel Psychology* 30 (Winter): 589-605. 1977.

Web Affairs / LDI / Other Blogs:

David Dranove and Lawton R. Burns. "Where Did All Our Provider Systems Come From? Part I: Large Provider Systems Dominate American Healthcare." *Psychology Today* (June 3, 2021). <https://www.psychologytoday.com/us/blog/the-health-healthcare/202106/where-did-all-our-provider-systems-come>

Ingrid Nembhard, Lawton R. Burns, and Stephen Shortell. "Responding to Covid-19: Lessons from Management Research," *NEJM Catalyst* (April 17, 2020). <https://catalyst.nejm.org/doi/full/10.1056/CAT.20.0111>

Lawton R. Burns and Mark V. Pauly. "Detecting BS in Health Care," <https://ldi.upenn.edu/brief/detecting-bs-health-care>

Lawton R. Burns and Mark V. Pauly. "Detecting BS in Health Care 2.0," <https://ldi.upenn.edu/brief/detecting-bs-health-care-20>

Jeff Goldsmith and Lawton R. Burns, "Fail To Scale: Why Great Ideas In Health Care Don't Thrive Everywhere," September 29, 2016. <http://healthaffairs.org/blog/2016/09/29/fail-to-scale-why-great-ideas-in-health-care-dont-thrive-everywhere/>.

Jeff Goldsmith, Nathan Kaufman, and Lawton R. Burns. "The Tangled Hospital-Physician Relationship," May 9, 2016. <http://healthaffairs.org/blog/2016/05/09/the-tangled-hospital-physician-relationship/>.

Francois de Brantes and Lawton R. Burns, "Payment Reform Should Drive Delivery System Reform," April 16, 2009. <http://healthaffairs.org/blog/2009/04/16/payment-reform-should-drive-delivery-system-reform/>.

Book Reviews:

Mergers of Teaching Hospitals in Boston, New York, and Northern California by John Kastor. Health Affairs 21(1): 266. 2002.

Medicare's New Hospital Payment System: Is It Working? by Louise Russell, American Political Science Review. 1992.

Purchasing Power in Health: Business, The State, and Health Care Politics by Linda Bergthold, American Political Science Review. 86(2): 524-525. 1992.

All Organizations are Public by Barry Bozeman, Contemporary Sociology (September).1988.

Consumerism in Medicine by Marie Haug and Bebe Lavin, American Journal of Sociology (January: 1004-1007. 1986.

Wall Street Reports:

Salomon Brothers PPM Perspectives Series - Wharton Professor Interview. New York: Salomon Brothers. 1997.

Case Studies:

Multispecialty Practice Plan at Academic Medical Center. 1997.

RESEARCH UNDER REVIEW & CURRENT MANUSCRIPTS

Articles/Book Chapters:

Lawton R. Burns, Mark V. Pauly, and Judd Hollander. "Can Retail Clinics Serve as a Healthcare Hub? Assessing the Rationales for Pharmacy-Insurer Mergers."

Allison Briggs and Lawton R. Burns. "Do Group Purchasing Organizations Help Hospitals to Reduce Supply Costs?"

Lawton R. Burns, Michael Housman, Allison Briggs, Robert Booth, and Aaron Koenig. "What Factors Shape Physician Preferences for Physician Preference Items?"

Jeffrey McCullough, Ira Moscovice, and Lawton R. Burns. "Integration and Competition in Physician Markets: Urban versus Rural Effects."

Lawton R. Burns, Mark V. Pauly, and Philip Rea. "How to Manage Scientific Innovation: Penn's Program in Life Sciences & Management (LSM)."

Lawton R Burns, Riitta Katila, Sruthi Thatchenkery, and Stefanos Zenios. "Innovation in Medical Device Startups: A Multi-Level Analysis".

INDUSTRY PRESENTATIONS

Palo Alto Medical Foundation (Palo Alto), July 1994

Western Network for Healthcare Education (Berkeley, CA), August 1994

Berlex Laboratories (NJ), January 1995

Main Line Health (Radnor, PA), January 1995

Medical Group Management Association, January 1995
 St. Luke's Medical Center (K.C.), January 1995
 Center for Physician Development, Beth Israel Hospital (Boston), May 1995
 Johnson & Johnson Wharton Fellows Program, June 1995
 American Healthcare Radiology Administrators (Nashville, TN), August 1995
 Orthopedics in a Managed Care Environment (Scottsdale, AZ), October 1995
 Massachusetts Health Data Consortium (Boston), September 1995
 Berlex Laboratories (NJ), January 1996
 Geisinger Medical Center (Danville, PA), January 1996
 American Society of Ophthalmic Administrators, February 1996
 Main Line Health (Radnor, PA), February 1996
 Geisinger Medical Center (Danville, PA), May 1996
 Johnson & Johnson Wharton Fellows Program, June 1996
 American Society of Cataract and Refractive Surgery (Nashville), July 1996
 VA/VISN 11 Task Force (An Arbor), November 1996
 Health Strategy Network (Philadelphia), December 1996
 American Society of Ophthalmic Administrators, January 1997
 Main Line Health (Radnor, PA), February 1997
 UNUM Insurance, March 1997
 AHA Center for Health Care Leadership (Chicago), June 1997
 Johnson & Johnson Wharton Fellows Program, June 1997
 Prime Care/Merck (Staten Island), June 1997
 Association of Professors of Medicine (Philadelphia), July 1997
 University of Alabama Alumni of Health Administration (Fort Walton Beach), August 1997
 HRET Future Focus Forum (Boston), September 1997
 Illinois Hospital & Health Systems Association (Chicago), October 1997
 Brazilian Social Security Cultural Institute, November 1997
 Catholic University of Rome (Rome), November 1997
 Italian National Agency for Health Care Services (Rome), November 1997
 Memorial Health System (Springfield, IL), November 1997
 Main Line Health (Radnor, PA), December 1997
 American Society of Ophthalmic Administrators, January 1998
 Association of Professors of Medicine (Scottsdale), February 1998
 American Organization of Nurse Executives, March 1998 (San Diego)
 American Society of Cataract and Refractive Surgery (Phoenix), March 1998
 University of Alabama Executive Education Program for Physicians, March 1998
 UNUM Insurance, March 1998
 Johnson & Johnson Wharton Fellows Program, June 1998
 Riverview Medical Center (Red Bank, NJ), June 1998
 Smithkline Beecham, June 1998
 Small & Rural Hospitals Constituency Section, IHHA (Springfield, IL), September 1998
 National Association of Children's Hospitals (Houston), October 1998
 Meridian Health System (NJ), October 1998
 University of Alabama Executive Education Program for Physicians, October 1998
 Premier Health Alliance (Chicago), November 1998
 Martins Point Health Care (Portland, ME), January 1999
 Association of Professors of Medicine (Scottsdale), February 1999
 Children's Hospital (Columbus, OH), February 1999
 Children's Memorial Hospital (Chicago, IL), February 1999
 Christiana Care Physicians Organization (Wilmington, DE), February 1999
 Johnson & Johnson (New Brunswick, NJ), February 1999
 Martins Point Health Care (Portland, ME), February 1999
 Integrated Healthcare 2000 (Vail, CO), March 1999
 IBM Global Services (Palm Beach), April 1999
 Interurban Clinical Club (Philadelphia), April 1999
 East Coast Health Care Executive Summit (Boston), June 1999

Johnson & Johnson Wharton Fellows Program, June 1999
 Premier Practice Management (Charlotte), June 1999
 Annual Symposium on Governing Integrated Healthcare Systems (Aspen, CO), August 1999
 University of Alabama Alumni of Health Administration (Fort Walton Beach), August 1999
 Wisconsin Health & Hospital Association Convention (Lake Geneva), September 1999
 Austral University (Argentina), October 1999
 IBM Global Services (Palm Beach), October 1999
 The Global Rx Supply Chain Conference (Philadelphia), October 1999
 University of Alabama Executive Education Program for Physicians, October 1999
 Symposium for Governing Healthcare Systems (Palm Springs), November 1999
 Symposium on Governing/Managing Integrated Health Systems (Naples), January 2000
 Annual Winter Symposium on Integrated Healthcare (Aspen), March 2000
 Centocor/Johnson & Johnson (Cincinnati), April 2000
 INSEAD, Seminar on Healthcare Management (Fontainebleau), May 2000
 Merck Advisory Board (Chicago), May 2000
 National Association of Children's Hospitals (Philadelphia), September 2000
 SmithKline Beecham (Philadelphia), September 2000
 University of Alabama Physician Leadership Institute (Birmingham), October 2000
 Johnson & Johnson Hospital Program/National University of Singapore, November 2000
 Sparrow Hospital and Health System (Lansing, MI), November 2000
 Glaxo SmithKline Industry Conference, (Raleigh, NC), May 2001
 J&J Wharton CEO Program in Health Care Leadership (Philadelphia), October 2001
 Johnson & Johnson Hospital Program/National University of Singapore, November 2001
 Johnson & Johnson Health System CEO Forum (Philadelphia, PA), December 2001
 Ochsner Clinic Foundation (New Orleans, LA), December 2001
 Chestnut Hill Health Care - Board Retreat (Philadelphia), February 2002
 Glaxo SmithKline Pharmacy Leaders (Philadelphia), February 2002
 Health Industry Distributors Association (Tucson, AZ), March 2002
 College of Surgeons (Philadelphia), "Lessons from the Allegheny Bankruptcy," April 2002
 Center for Health Management Research CHMR Value Chain," May 2002
 Goldman Sachs Institutional Investors (NYC), "Improving the Health Care Value Chain," May 2002
 Health Industry Group Purchasing Association Global Summit (Amsterdam), May 2002
 Putnam Institutional Investors (Boston), "Improving the Health Care Value Chain," May 2002
 Accenture Conference on Supply Chain Excellence (London, UK), June 2002
 Association for Health Services Research and Policy (Washington D.C.), June 2002
 Johnson & Johnson Nurse Fellows Program, "Integrated Delivery Networks," June 2002
 American Society of Ophthalmic Administrators and American Society of Corrective and Refractive Surgeons (ASOA/ASCRS), August 2002
 Association for Health Resource and Materials Management (San Antonio), August 2002
 IDN Summit (Atlanta), "Improving the Health Care Value Chain," September 2002
 UniMED (Sao Paulo), September 2002
 VHA West Materials Managers Meeting, September 2002
 Workshop on Antitrust in Health Care. Federal Trade Commission (Washington D.C.), "Group Purchasing Organizations and Antitrust Implications," September 2002
 Health Industry Group Purchasing Association (Orlando), October 2002
 Healthcare Marketing and Manufacturers Council (Chicago), November 2002
 Johnson & Johnson Hospital Management Program (Singapore), November 2002
 Premier 2002 Partnerships Meeting (Chicago), November 2002
 Dade Behring (Fort Lauderdale), January 2003
 Premier Governance Education Conference (Naples), January 2003
 NCI Conference on Hospital Systems (Orlando), January 2003
 International Pharmaceutical Wholesalers Conference (New York), February 2003
 Aventis Pharmaceuticals (Philadelphia), April 2003
 Inova Health Systems (Virginia), April 2003
 VHA Leadership Conference (Boston), April 2003
 Premier Leadership Conference (Las Vegas), May 2003

Humana (Philadelphia), June 2003
 Association of Biotechnology Financial Officers (Scottsdale), June 2003
 UniMED (Sao Paolo), July 2003
 Dade Behring Executive Team (Philadelphia), July 2003
 Association of Healthcare Resource and Materials Managers (San Diego), August 2003
 McKesson Corporation (Atlanta), August 2003
 W.L. Gore & Associates (Maryland), August 2003
 UNIMED (Philadelphia), September 2003
 Kettering Medical Center Network (Dayton), October 2003
 DePuy, November 2003
 Johnson & Johnson Hospital Management Program (Singapore), November 2003
 Ethicon (Somerville, NJ), January 2004
 Health Industry Distributors Association (Amelia Island Plantation), March 2004
 Lehigh Valley Health System (Allentown), March 2004
 Heritage Valley Health System (Beaver, PA), April 2004
 New England Health Care Assembly (Worcester, MA), April 2004
 Ohio State Medical Society (Cincinnati), May 2004
 Inova Health System (Virginia), May 2004
 American Medical Association - HMSS Section (Chicago), June 2004
 Johnson & Johnson Contract Excellence (Princeton), September 2004
 Chesapeake General Hospital (Williamsburg), September 2004
 Biosciences Forum (Philadelphia), October 2004
 Cooper Heart Institute (Voorhees, NJ), October 2004
 Adventist Health Care (Nemacolin, PA), October 2004
 Christiana Care (Wilmington, DE), November 2004
 Christiana Care (Wilmington, DE), January 2005
 Cooper University Hospital (Camden, NJ), May 2005
 Cerner Corporation May 2005
 HDMA (Orlando, FL), June 2005
 Johnson & Johnson Wharton Nurse Fellows Program, June 2005
 Maine Health (Bar Harbor, ME), October 2005
 Greater New York Hospital Association (NYC), October 2005
 DePuy (Puerto Rico), January 2006
 Broadlane Annual Client Summit (Dallas), March 2006
 Owens & Minor Board Retreat (Richmond), March 2006
 Johnson & Johnson/ Wharton Executive Management Academy, April 2006
 Cooper University Hospital - Heart Institute Advisory Board, May 2006
 Medtronic Marketing Leader Program (Minneapolis), May 2006
 Johnson & Johnson/Wharton Nurse Fellows Program, June 2006
 Medtronic Directors Program, July 2006
 Sisters of Charity of Leavenworth Health System (San Diego), October 2006
 Health Industry Group Purchasing Association (HIGPA), 2006 Expo, October 2006
 National Federation of Municipal Analysts. (Washington, D.C.), November 2006
 ECRI Conference on "Confronting Dilemmas of Risk in Healthcare" (Plymouth Meeting, PA), November 2006
 Greater New York Hospital Association (NYC), November 2006
 Johnson and Johnson/ Wharton Hospital CEO Program, November 2006
 South Jersey Healthcare, December 2006
 Medtronic Director Development Program, January 2007
 World Congress Summit on Healthcare Supply Chain Management, January 2007
 Johnson & Johnson Health Care Systems National Meeting, February 2007
 Lancaster General Hospital Leadership Conference, April 2007
 Medtronic Directors Program, May 2007
 United Healthcare (Minneapolis), May 2007
 Cooper Health System, June 2007
 Healthcare Distribution Management Association, June 2007
 Johnson & Johnson/ Wharton Nurse Fellows Program, June 2007

Teva Pharmaceuticals, June 2007
Eisai Pharmaceuticals, July 2007, August 2007
Hospital & Healthcare Association of Pennsylvania, July 2007
Novartis, July 2007
United HealthCare, July 2007
Medtronic Directors Program, August 2007
University of Miami / Humana Health Services Research Center, January 2008
United Healthcare, January 2008
Kaiser Permanente Institute for Health Policy, February 2008
United HealthCare, April 2008
Cooper University Hospital, May 2008
Trinity College - Dublin, June 2008
Health Services Executive, Republic of Ireland, June 2008
Johnson & Johnson / Wharton Nurse Fellows Program, June 2008
Medtronic Directors Program, June 2008
Lehigh Valley Health System, June 2008
Health Industry Group Purchasing Association (HIGPA), October 2008
Ephrata Community Hospital, September 2008
American Health & Drug Benefits Conference, October 2008
World Health Care Information Technology Congress, December 2008
Novartis, February 2009
Astra-Zeneca, March 2009.
LeHigh Valley Health System, April 2009
West Penn Allegheny Health System, April 2009
McKesson, April 2009
West Penn Allegheny Health System, June 2009
Boston Scientific, June 2009
Cooper Heart Institute, June 2009
Johnson & Johnson / Wharton Nurse Fellows Program, July 2009
Beijing University, August 2009
Anesthesia Business Group, September 2009
American Health & Drug Benefits Conference, October 2009
Indian School of Business, Hyderabad, January 2010
World Economic Forum, Davos (Switzerland), January 2010
West Penn Allegheny Health System, March 2010
Medtronic, March 2010
Universal Health Services, March 2010
Wheaton Franciscan Health System, April 2010
Johnson & Johnson/Wharton Nurse Fellows, June 2010
Anesthesia Business Group, September 2010
Sanofi/Aventis, September 2010
Cooper Heart Institute, September 2010
Academy Health and Research Insights, December 2010 and February 2011
Methodist Health System, February 2011
Lockheed Martin, March 2011
Becton Dickinson, April 2011
Association of Health Journalists, April 2011
VHA Leadership Conference, May 2011
MacEachern Symposium/Kellogg Graduate School of Management, May 2011
West Penn Allegheny Health System, June 2011
Johnson & Johnson, June 2011
Harkness Fellows Program, September 2011
APAX Partners, October 2011
Anesthesia Business Group, January 2012
PricewaterhouseCoopers, March 2012
Morgan Stanley, May 2012

US-China Biopharma Congress 2012 & SAPA-GP 10th Annual Conference, June 2012
HealthTrust, July 2012
Rite-Aid, August 2012
Edwards Life Sciences, December 2012
Anesthesia Business Group, January 2013
Astra-Zeneca, January 2013
US Congressional Staffers & Health Industry Group Purchasing Association, January 2013
Edwards Life Sciences, April/May 2013
Rite-Aid, August 2013
Edwards Life Sciences, August 2013
Novo Nordisk, December 2013
Anesthesia Business Group, January 2014
Novo Nordisk, January 2014
Securities Industry Institute, March 2014
Novo Nordisk, April 2014
World Bank, April 2014
Wharton Global Forum – Beijing , June 2014
Novo Nordisk, October 2014
Novartis, October 2014
Edwards Life Sciences, October 2014
Vertex Pharmaceuticals, November 2014
Edwards Life Sciences, November 2014
Webinar on India's Healthcare System, November 2014
Penn Medicine - University of Pennsylvania, January 2015
Anesthesia Business Group, January 2015
McKesson, February 2015
Vertex Pharmaceuticals, February 2015
Edwards Life Sciences, March 2015
Securities Industry Institute, March 2015
Princeton Healthcare Conference, May 2015
Genentech, July 2015
Mayo Clinic, September 2015
Genentech, October 2015
Bristol-Myers Squibb, October 2015
Novartis, November 2015
The Health Industry Forum, November 2015
Anesthesia Business Group, February 2016
Securities Industry Institute, March 2016
Novo Nordisk – China, April 2016
Genentech, April 2016
Edwards Life Sciences, May 2016
Sino-American Pharmaceutical Professionals Association (SAPA), June 2016
Janssen Pharmaceuticals, August 2016
Cooper Health System, September 2016
Edwards Life Sciences, November 2016
Massachusetts Association of Health Plans, November 2016
Webinar on China, December 2016
Anesthesia Business Group, February 2017
Center for Therapeutic Effectiveness Research, April 2017
China – U.S. Business Leaders Roundtable, NYC, April 2017
Edwards Life Sciences, April 2017
Lehigh Valley Business Coalition, May 2017
Central Pennsylvania Business Group on Health, September 2017
Healthcare Executives Leadership Network, January 2018
Securities Industry Institute, March 2018
Population Health Colloquium, Jefferson Health, March 2019

Securities Industry Institute, March 2019
Physician Group Practice Strategic Transactions, NYC, April 2019
Novo Nordisk, Philadelphia, June 2019
Veterinary Trends, Philadelphia, June 2019
Association of Academic Health Centers, Boston, July 2019
Teva Pharmaceuticals, September 2019
Central Pennsylvania Business Group on Health, October 2019
Pharma & Healthcare Business Summit, University of the Sciences, February 2021
Securities Industry Institute, March 2021
Medtronic, July 2021

ACADEMIC DIRECTOR - EXECUTIVE EDUCATION PROGRAMS

American Society of Ophthalmic Administrators (ASOA), August 2002

Johnson & Johnson Health Care Systems, April 2003

Aventis Pharmaceuticals, January 2003, April 2003, October 2003, February 2004

Humana, June 2003

Eisai Pharmaceuticals, July - December 2007

Novo Nordisk, October 2014

Bristol-Myers Squibb, October 2015

American Association of Orthodontists, Spring-Summer 2021

FEDERAL/STATE GOVERNMENT: EXPERT WITNESS TESTIMONY

Federal Trade Commission: "Group Purchasing Organizations and Antitrust Implications." Workshop on Antitrust in Health Care. Federal Trade Commission. September 9, 2002.

Federal Trade Commission: "Hospital Vertical Integration and Antitrust Implications." Joint FTC/DOJ Hearings on Health Care and Competition Law and Policy. April 9, 2003.

Senate Judiciary Committee, Subcommittee on Antitrust, Hearings on Independence Blue Cross, April 12, 2004.

Expert Witness. Federal Trade Commission. *FTC v. Piedmont Health Alliance*. 2004.

Expert Witness. Federal Trade Commission. *FTC v. Evanston Northwestern Healthcare Medical Group*. 2004-2005.

Medicare Payment Advisory Commission. (MedPAC), "Perspectives on Physician Group Practices," October 2006.

Senate Judiciary Committee, Subcommittee on Antitrust, Hearings on IBC - Highmark Merger. April 9, 2007

Pennsylvania Senate, Committee on Banking and Insurance, Hearings on IBC - Highmark Merger. June 26, 2007.

Federal Trade Commission, "Clinical Integration in Health Care: A Check-up," May 29, 2008

Expert Witness. Department of Justice. *DOJ v. Childrens' Health Associates*, 2009.

Expert Witness. Department of the Treasury. *IRS Commissioner v. Boston Scientific*, January 2013 – 2016.

Federal Trade Commission, Health Care Competition Workshop, February 2015

Expert Witness, Federal Trade Commission, United States v. St. Cloud Medical Group / CentraCare Health, 2016

Expert Witness, Department of Justice, United States and State of Michigan vs. Hillsdale Community Health Center and Allegiance Health, 2016

Expert Witness, Department of Justice, United States V. Aetna and Humana, 2016

Expert Witness, Attorney General, State of Washington, State of Washington v. Franciscan Health System, 2017-18

Expert Witness, Attorney General, State of Rhode Island, Rhode Island Attorney General v. Lifespan/Care New England

PRIVATE SECTOR: EXPERT WITNESS TESTIMONY

Cravath, Swaine, and Moore. *Unsecured Creditors of Allegheny Health, Education and Research Foundation v. PricewaterhouseCoopers*. 2004-2005.

Sidley Austin. *ConMed Corporation v. Ethicon/Ethicon Endo-Surgery*. 2005.

Boies, Schiller & Flexner. *Spartanburg Regional Healthcare System v. Hillenbrand Industries*. 2005.

Winston and Strawn. *Rochester Medical Corporation v. C.R. Bard*. 2006.

ECRI v. Guidant, 2007

Goodwin Proctor. *USA v. Richard Lane*, 2008.

Winston and Strawn. *Southeast Missouri Hospital and Saint Francis Medical Center v. C.R. Bard*, 2009.

Venable. *Retractable Technologies Inc. v. Abbott Laboratories*, 2009-2010.

Baker and McKenzie. *Medtronic Inc. v. IRS Commissioner*, 2010.

Morgan, Lewis and Bockius. *USA v. Amgen*, 2011.

Greenberg Traurig. *Freedom Medical v. Universal Hospital Services*, 2011.

Akin Gump Hauer Strauss and Feld. *Lenox MacLaren v. Medtronic*, 2012, 2015.

Lewis & Gellen. *Fabiszak v. Silver Cross Hospital*, 2013.

Bubb, Grogan, and Cocca, *AHS Hospital Corporation v. Town of Morristown*, 2013.

Buchanan Ingersoll & Rooney. *Aetna Life Insurance v. Foundation Surgical Associates*, 2015.

Dykema. *Kerrins v. Palos Community Hospital*, 2016.

Hamstead Williams & Shook, Wiles v. West Virginia University Hospitals, 2017-2018

Lowenstein Sandler, Appraisal of Team Health Holdings, 2018

Lowenstein Sandler, Brigade Capital v. Kindred Healthcare, 2018-2019

American Medical Association. CVS Health / Aetna Merger. 2018

Dorsey & Whitney, *Consolidated Class Action Lawsuit – EpiPen ERISA Litigation*, 2019-2020.

Lieff, Cabraser, Heimann & Bernstein. The Hospital Authority of Metropolitan Government of Nashville & American Federation of State, County, and Municipal Employees District Council 37 Health and Security Plan. 2019.

Kirkpatrick Townsend. *Premiera v. The Everett Clinic, Eastside Family Medical Clinic*. 2020.

Oxley Rich Sammons. *Jane Doe and West Virginia Residents v. Steven Matulis*. 2021.

Wilmer Cutler Pickering Hale & Dorr, *Vascular Solutions v. Medtronic* 2021-2022

PROFESSIONAL ACTIVITIES

Editorial Board:

Health Care Management Review (1992-2000). Associate Editor (1994-2000)

Health Services Research (1994-Present)

AUPHA / Health Administration Press

Governmental Research Review Committees:

Agency for Health Care Policy & Research:

Health Services Research Review Subcommittee (1994-1998)

Consulting Reviewer (Journals):

Academy of Management Journal

Administrative Science Quarterly

Health Affairs

Health Care Management Review

Inquiry

Journal of American Medical Association

Journal of Health Economics

Journal of Management Studies

Medical Care

Milbank Fund Quarterly

Social Science and Medicine

Strategic Management Journal

Consulting Reviewer (Grants):

Agency for Health Care Policy and Research (Rockville, MD)

Health Care Financing Administration (Baltimore, MD)

Robert Wood Johnson Foundation

Veterans Administration (Washington, DC)

Affiliations:

Academy of Management

American Hospital Association

Association for Health Services Research

TEACHING

Integrated Delivery Systems
Analysis of Health Systems
Comparative Health Care Management
Organizational Behavior
Health Care Strategy
Organizational Change
Innovation in India's Health Care System
Life Sciences & Management

Seminar on the Professions
Health Care Policy
Evaluation Research
Issues in Rural Health Care
Managed Care & Industrial Organization of Healthcare
Strategic Implementation
China's Healthcare System & Reform
Health Systems Science

EXHIBIT C

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT TACOMA

C.P., by and through his	)	
parents, PATRICIA PRITCHARD	)	
AND NOLLE PRITCHARD; and	)	
PATRICIA PRITCHARD,	)	
	)	No. 3:20-cv-06145-RJB
Plaintiffs,	)	
	)	
vs.	)	
	)	
BLUE CROSS BLUE SHIELD OF	)	
ILLINOIS,	)	
	)	
Defendant.	)	

REMOTE
VIDEOTAPED DEPOSITION UPON ORAL EXAMINATION OF
KEVIN HATFIELD, M.D.
June 14, 2022

Taken remotely
Witness location: Seattle, Washington

KATIE J. NELSON, RPR, CCR #2971
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Kevin Hatfield, M.D.
6/14/2022

Page 26 1 future. So we also do, at the same time, baseline blood 2 work to look for signs of puberty, which would be elevations 3 of not only the sex hormones -- testosterone, estrogen -- 4 but then also the signaling hormones from the pituitary 5 gland to the gonads, and that would be either luteinizing 6 hormone or follicle stimulating hormone or both. 7 And the typical and ex- -- basically accepted 8 threshold for puberty to be considered on its way is when 9 the luteinizing hormone value is over 0.2 and there usually 10 are physical changes which most notably would be breast 11 budding, and that is the first visible sign on an 12 ovary-bodied person that puberty has started. 13 Q. So in the case of C.P., you recommended a Vantas 14 implant, correct? 15 A. That is correct. 16 Q. What is a Vantas implant? 17 A. So the drug contained in the Vantas implant is the 18 same as the drug contained in Supprelin LA, which is used 19 for a different indication. Supprelin LA is used for 20 precocious puberty in patients as young as three years of 21 age. Vantas is used for non-castrate-resistant prostate 22 cancer treatment to eliminate sex hormones in those 23 patients. 24 The drug itself is Histrelin in both of those, and 25 Histrelin goes to the pituitary gland and basically	Page 28 1 A. It is the actual implant itself. 2 Q. So Vantas is the implant itself? 3 A. Correct. 4 Q. How do you put it in the body? 5 A. We make a small area numb on the inner surface of 6 the upper arm, make a three- to five-millimeter incision and 7 then we use a device called trochar to slide it underneath 8 the skin and the patient leaves with a Band-Aid. 9 Q. So do you have to do stitches? 10 A. No stitches. 11 Q. How long does it usually take to heal? 12 A. Two days. They have a Band-Aid for two days and 13 they're able to shower with it immediately and then they can 14 take the Band-Aid off after that. 15 Q. How long will the Vantas implant last? 16 A. So the FDA approval for both prostate cancer and 17 precocious puberty is one year, but we typically see that 18 the devices will last up to three or even up to five years 19 depending on the patient. 20 Q. How do you know if it's working? 21 A. The easiest way that we can tell that it continues 22 to work is by doing blood work to look at the luteinizing 23 hormone level. As long as the luteinizing hormone level 24 remains fully suppressed, then we know the implant is 25 working.
Page 27 1 satisfies it so that LH is then suppressed. When LH is 2 suppressed, the gonads do not produce sex hormones, and in 3 C.P.'s case, that meant that the ovary production of 4 estrogen went away. 5 The reason that -- 6 Q. When -- 7 A. Oh, sorry. 8 Q. Go ahead. You finish. 9 A. And then the reason that we use Vantas for these 10 patients is because Supprelin has orphan drug status and it 11 is now \$42,000 for a single implant, and Vantas, before it 12 was discontinued, was about \$3,200 for a single implant. 13 And because they are identical except in name and orphan 14 drug status classification, we always chose the less 15 expensive device for the benefit of the family as well as 16 the insurance company. 17 Q. So the Vantas is the actual implant itself, 18 correct? 19 A. That is correct. 20 Q. It's the equipment, am I right? 21 A. It looks like a little gummy worm and we basically 22 insert it underneath the skin, yeah. 23 Q. So explain to me a little more how that works -- 24 A. It -- 25 Q. -- the actual implant?	Page 29 1 Q. When you have a patient who needs hormone 2 suppression therapy at about age 10 or 11, do you always use 3 an implant or do you sometimes use other modalities? 4 A. So my preference always is strongly to use the 5 implant because, as I tell parents and patients, we can just 6 set it and forget it because one implant takes me 60 seconds 7 to insert and we're good for four years. 8 If we do another alternative method, which would be 9 using a drug called Leuprolide, it is an injectable that has 10 to be done every 90 days and the cost over the course of 11 four years is actually far higher than Vantas and also is 12 almost equal to Supprelin. 13 And not only that, but there are multiple office 14 visits that will be billed, there will be a higher charge 15 that comes through, and so economically, looking at patients 16 as benefitting from lower cost and easier care, I always 17 try -- excuse me -- I always try to do Vantas unless the 18 insurance requires that we use Leuprolide. But -- 19 Leuprolide is never my first choice, but it is efficacious 20 despite the fact it ends up costing more and is much more 21 time intensive. 22 Q. So with the Leuprolide, that's an injection? 23 A. Correct. 24 Q. And you wouldn't have needed to do an implant if 25 you had done Leuprolide?

EXHIBIT D

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE WESTERN DISTRICT OF WASHINGTON
3 AT TACOMA

4 C.P., by and through his)
5 parents, PATRICIA PRITCHARD)
6 AND NOLLE PRITCHARD; and)
7 PATRICIA PRITCHARD,)

8 Plaintiffs,)
9)
10)
11)
12)
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14)
15)
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19)
20)
21)
22)
23)
24)
25)

No. 3:20-cv-06145-RJB

vs.

BLUE CROSS BLUE SHIELD OF
ILLINOIS,

Defendant.

REMOTE
VIDEOTAPED DEPOSITION UPON ORAL EXAMINATION OF
PATRICIA PRITCHARD
** Confidential **
March 11, 2022

Taken remotely
Witness location: Seattle, Washington

KATIE J. NELSON, RPR, CCR #2971
NELSON COURT REPORTERS, INC.
6513 132nd Avenue NE, #184
Kirkland, Washington 98033
(425) 866-4250
katie@nelsonreporters.com

Page 26 1 are they eligible to apply to a fire department? 2 A. He's eligible -- he gets credits where he can go to 3 like a community college for their fire science program, so 4 his credits can transfer. 5 Q. So he's on his way to getting a degree in fire 6 science? 7 A. Yeah. 8 Q. How far along is he? 9 A. He's -- you know, he just started his junior year, 10 so he's -- I don't know exactly how many credits he has so 11 far. 12 Q. Do they do additional things than just academic 13 work to get prepared for a firefighting career? 14 A. They do. 15 Q. Like what are those? 16 A. I mean, I'm not there with him, but he -- you know, 17 he talks about like they do like drills, I guess, similar to 18 what firefighters do. He puts on the firefighter clothing, 19 the mask and they do drills that way, and they get in and 20 out of the trucks and -- yeah. 21 Q. How long has C.P. wanted to be a firefighter? 22 A. At least for the last few years. 23 Q. So for a while? 24 A. Yes. 25 Q. Sounds like.	Page 28 1 A. From -- 2 Q. Sounds like it was everybody. 3 A. Mm-hm. 4 Q. So what did you do at first in response? What 5 actions did you take as a parent? 6 MS. HAMBURGER: Object as to form. 7 THE WITNESS: Well, in the beginning, you 8 know, we -- I mean, he was only nine, so there was -- we 9 just talked and listened to him and asked questions. And -- 10 and it wasn't until -- I don't remember the year of, you 11 know, when he was nine, but it wasn't until the summer going 12 into middle school where he really solidified. You know, he 13 came to us and said, I want to start middle school as a boy. 14 Q. (By Ms. Payton) And did you seek out any services 15 or help or support beyond just your family support? 16 MS. HAMBURGER: Object as to form. 17 THE WITNESS: I found Gender Diversity. It's 18 a local organization based out of Seattle. 19 Q. (By Ms. Payton) And what does Gender Diversity do? 20 A. They provide support for families raising trans and 21 gender diverse kids. 22 Q. What kind of support do they provide? 23 A. They provide support groups. They do a lot of 24 online resources and just communication for, you know, 25 families to ask questions and find more resources. Yeah.
Page 27 1 Okay. What are C.P.'s pronouns, he, him? 2 A. They are. 3 Q. How old was C.P. when you first learned that he was 4 a boy? 5 A. We started seeing some of the signs around age 9. 6 Q. What were those signs? 7 A. It was more of a social transition, I guess. He 8 didn't really have the language at the time, but he changed 9 his name to a more, quote-unquote, male sounding name. He 10 wanted his hair to be cut short. He rejected anything that 11 was, quote-unquote, girly, and he had -- he had been playing 12 softball for a really long time, and he just quit and we had 13 no idea what was happening. So those were some of the signs 14 at the time. 15 Q. What name did he want to be known by? 16 A. He went by [REDACTED] 17 Q. And C.P. was his given name at birth, right? 18 A. No. 19 Q. No. Oh, okay. So when did you settle on C.P.? 20 A. In around the summer of 2016, he came to us with a 21 list of names and he said, I want our family to figure -- 22 you know, to agree on a name for him. And so we -- we voted 23 as a family. 24 Q. That was my question: Was it his decision or was 25 it a joint family decision?	Page 29 1 Q. What -- a better question was: What services did 2 you use from Gender Diversity? 3 A. We used their support groups. 4 Q. Anything else? 5 A. Not at that time. 6 Q. Did you get any other -- this sort of beginning of 7 middle school time, any other external assistance? 8 MS. HAMBURGER: Object as to form. 9 THE WITNESS: For a few months that summer, 10 we just went to support groups for Gender Diversity. 11 Q. (By Ms. Payton) Anything else? 12 A. Not until the fall -- not until that fall. 13 Q. And then what happened in the fall? 14 A. We found -- we found Dr. Hatfield. 15 Q. Anything else? 16 A. Not at that time. 17 Q. Is it fair to say that your family has been working 18 with Dr. Hatfield since the beginning of C.P.'s middle 19 school? 20 A. Yes. 21 Q. Okay. Help me -- help orient me: About how old is 22 that? 23 A. He was -- he was going into middle school, so he 24 was 10. 25 Q. Did you have any other medical care providers for

EXHIBIT E

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT TACOMA

C.P., by and through his
parents, PATRICIA PRITCHARD
AND NOLLE PRITCHARD; and
PATRICIA PRITCHARD,

Plaintiffs,

vs.

BLUE CROSS BLUE SHIELD OF
ILLINOIS,

Defendant.

No. 3:20-cv-06145-RJB

REMOTE
VIDEOTAPED DEPOSITION UPON ORAL EXAMINATION OF
PATRICIA PRITCHARD
** Confidential **
March 11, 2022

Taken remotely
Witness location: Seattle, Washington

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Patricia Pritchard, Confidential
3/11/2022

Page 58 1 Q. Do you know who they are? 2 A. I can't recall right now. 3 Q. Okay. And I think you already told me this. 4 Did you do any other consults or get second 5 recommendations? 6 A. No. Dr. Hatfield gave us a few names and -- and we 7 started with Dr. Kylo and that's who we went with. 8 Q. Did Dr. Hatfield tell you to get a second 9 recommendation? 10 A. Nope. 11 Q. So when you got Exhibit 3, which is the 2016 12 Summary Plan Description, and you read it, did you see any 13 exclusion for transgender services? 14 A. I would have to go through this one again, but I 15 believe this one had no mention of any transgender treatment 16 at all. 17 Q. And so in response to that, what did you do? 18 MS. HAMBURGER: Object as to form. 19 THE WITNESS: I called Blue Cross Blue 20 Shield. 21 Q. (By Ms. Payton) And what happened? 22 MS. HAMBURGER: Object as to form. 23 THE WITNESS: I asked for clarification, if, 24 you know -- I mean, I'd have to remember all those notes, 25 but I spoke with -- at the time, I spoke with both CHI and	Page 60 1 And then subsequently, you know, every other 2 mailing and letter that said otherwise, that, Oh, we made a 3 mistake, it wasn't supposed to be covered. And -- and so, 4 you know, it was constant communication back and forth with 5 Blue Cross Blue Shield and CHI and so on and so forth. 6 Q. Did CHI ever tell you it was covered? 7 A. I believe they -- no, they -- they told me it was 8 not covered. 9 Q. And Blue Cross Blue Shield of Illinois sent you a 10 letter saying it was preapproved, right? 11 A. Right. 12 Q. And then they subsequently told you that was a 13 mistake, it shouldn't have been approved and it's not 14 covered; is that right? 15 A. Yes. 16 Q. And as I'm understanding it, they said, We'll pay 17 for the past treatments because we told you it was covered, 18 but we're not going to be paying it going forward; is that 19 fair? 20 MS. HAMBURGER: Object as to form. 21 THE WITNESS: That's what I remember. 22 Q. (By Ms. Payton) Okay. I have the documents too, 23 and we can look at it just to clarify that. 24 But I want to show you something in Exhibit 25 Number 3 and ask you about it. And it's on Page 70 of the
Page 59 1 with Blue Cross Blue Shield, just trying to clarify, you 2 know, coverage or lack thereof and that it wasn't in this 3 book. 4 Q. (By Ms. Payton) Would -- do you recall that 5 there's just no mention of transgender services in the 2016 6 Summary Plan Description at Exhibit 3; is that your 7 recollection? 8 A. That's my recollection. Yeah. 9 Q. When you tried to sort it out whether there was 10 coverage or not with both CHI and Blue Cross Blue Shield of 11 Illinois, did you get a response? 12 MS. HAMBURGER: Object as to form. 13 THE WITNESS: I got a lot of response -- I 14 got a lot of responses from both Blue Cross Blue Shield and 15 CHI and -- and it was -- you know, spun my head in circles, 16 but I don't believe I ever -- it was never very clear on 17 what was happening. 18 Q. (By Ms. Payton) Did you get contradictory 19 responses? 20 A. Well, we received the, you know -- for his -- when 21 this all started, it was in regards to his implant, which 22 required an authorization from Blue Cross Blue Shield. And 23 the first letter we got in the mail said, you know, he's -- 24 this has been approved, and so we thought, Great, this is 25 something that's covered.	Page 61 1 plan. Tell me when you're there. 2 A. Yep. 3 Q. I wanted to call your attention to the subheading 4 there, "Services Not Mentioned," on Page 70 of Exhibit 5 Number 3; do you see that? 6 A. I do it. 7 Q. And it says: "You are not covered for any service, 8 supply or device that is not specifically mentioned in this 9 SPD." 10 Do you see that? 11 A. I do. 12 Q. Did you read that when you read it -- when you 13 first got the Summary Plan Description? 14 A. I did. 15 Q. And what did you understand that to mean, if 16 anything? 17 A. I think specifically to that sentence, I had 18 conversations with Blue Cross Blue Shield about how this 19 book could be, you know, ten times the width if it actually 20 like -- there's a lot of things in here that's, you know, 21 not mentioned that is covered. I don't have any examples 22 right now. 23 But every single thing that's covered is not 24 actually in this plan, as extensive as it is, and so -- so 25 the sentence didn't necessarily make a lot of sense to me so

EXHIBIT F



BlueCross BlueShield
of Illinois

April 2017

Group Number: [REDACTED]

Identification Number: [REDACTED]

Patient Name: [REDACTED]

Patricia Pritchard
[REDACTED]
[REDACTED]

Dear Patricia:

Blue Cross and Blue Shield of Illinois (BCBSIL) strives to provide excellent customer service.

Transgender services are not covered under the terms of your group health plan through Catholic Health Initiatives (CHI). We understand, however, that claims for transgender services dated September 27, 2016, and November 8, 2016, have been paid. We have determined you received inaccurate information that led you to believe these services would be covered.

You will not be responsible for any amounts previously paid with regard to the claims from September and November (except for the deductible and coinsurance amounts). Although those claims are not payable under the Catholic Health Initiatives group health plan, BCBSIL will pay the amounts directly. Therefore, all payments related to those claims will be covered by BCBSIL and not by the Catholic Health Initiatives group health plan. However, please be aware that any future claims for transgender services will not be covered as stated in the plan, and nothing in this letter modifies or waives any provision of the group health plan. We apologize for any confusion this may have caused. We will also follow up with a call to help ensure you understand the terms of the health plan.

If you have any questions or need help, please call Customer Service at **866-776-4244** weekdays between 8 a.m. and 6 p.m. CT.

Sincerely,

Blue Cross and Blue Shield of Illinois
CHI Service Center - 32822

EXHIBIT G



Imagine better health.®

well-being

*Formerly known as
Healthy Spirit*

***Summary Plan
Description —
Medical
(Franciscan
Health)***

**Blue Cross
Blue Shield
Integrated**

Effective January 1, 2018

imagine
your **Best Self**

2018 Summary of Modifications

The changes listed below have been made to the Summary Plan Description for 2018.

Summary of Modifications

- Changing the Integrated HDHP/HSA option deductibles
- Changing the mental health copay/coinsurance to match the primary care copay/coinsurance
- Clarifying specific procedure codes for coverage of 3D mammograms
- Removing the required Bariatric Surgery program through Preventure
- Limiting bariatric surgery to one per lifetime with allowance for adjustments
- Eliminating coverage for weight loss prescription drugs
- Updating the Notice of Privacy Practices

Who to Contact With Questions

Benefit	Contact	Applicable MBO
General		
General questions about eligibility for benefits, enrollment and qualified life event change, etc.	HR/Payroll Connection Support Center 3900 Olympic Blvd, Suite 400 Erlanger, KY 41018 844-450-9450	National office employees , Tacoma, WA Franciscan Health System , Tacoma, WA Franciscan Medical Group , Tacoma, WA

Benefit	Contact
Medical Benefits	
Questions about your coverage	CHI Medical Plan Customer Service Team Blue Cross Blue Shield of Illinois www.bcbsil.com/chi 1-866-776-4244
Find network providers	CHI Medical Plan Customer Service Team Blue Cross Blue Shield of Illinois www.bcbsil.com/chi 1-866-776-4244
Prenatal care program	Preventure http://home.catholichealth.net/myhealthyspirit 2000 Nooseneck Hill Road Coventry, RI 02816 1-844-451-5807
Pre-certification	CHI Medical Plan Customer Service Team Blue Cross Blue Shield of Illinois 1-866-776-4244
Health savings account	HealthEquity www.healthequity.com/ed/chi 15 West Scenic Pointe Drive, Suite 400 Draper, UT 84020 1-866-212-4634
Prescription Benefits	
General questions about prescription benefits	CVS/Caremark www.caremark.com 1-877-232-7925
Prescription claims	CVS/Caremark www.caremark.com 1-877-232-7925

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Medical Plan Introduction

In accordance with the heritage of its participating congregations, Catholic Health Initiatives (CHI) emphasizes care of the whole person in body, mind, and spirit. This commitment is reflected not only in the care provided to the individuals and communities CHI serves, but also in the Benefits the organization provides to you, its Employees.

The Medical Plan will be administered by Blue Cross Blue Shield of Illinois and the pharmacy benefit will be administered by CVS/Caremark.

The plan has been established on a noninsured basis; all liability for payment of Benefits is assumed by CHI. While Blue Cross Blue Shield of Illinois and CVS/Caremark administer payment of Claims, Blue Cross Blue Shield of Illinois and CVS/Caremark have no liability for the funding of the Benefit plan.

While one of the functions of Blue Cross Blue Shield of Illinois and CVS/Caremark is to process Claims according to the plan provisions, all Claims paid under the plan are paid by CHI and CHI owns the Claim files. Therefore, the final decision on any disputed Claim may involve review of these files by CHI.

The Plan was established on January 1, 2001, and this Summary Plan Description, which provides detailed descriptions of the Benefits available to you, is revised as of January 1, 2018. This Summary Plan Description replaces all Summary Plan Descriptions and related amendments printed prior to January 1, 2018, relative to the Plan and shall remain in effect until further notice. Please read the information in this Summary Plan Description carefully so you will have a full understanding of your health care Benefits. If you want more information or have any questions about your health care Benefits, please contact the CHI Medical Plan Customer Service Team at the toll-free telephone number listed on the back of your ID card.

A copy of this SPD is available online by logging into Inside CHI or by calling the HR/Payroll Connection Support Center at 1-844-450-9450.

Important Information

CHI reserves the right to amend, modify or terminate the Plan, in whole or in part, at any time for any reason. This Summary Plan Description also constitutes the Plan Document. Nothing in this Summary Plan Description constitutes a promise of continued employment.

Charts and Call-Out Boxes

Some sections of this Summary Plan Description have charts and/or call-out boxes, which provide a quick reference or summary, but they are not a complete description of all details about a topic. A particular chart or call-out box may not describe some significant factors that would help determine your Benefits, payments, or other responsibilities. Where examples are given, the dollar amounts provided are strictly to help you understand the concept and are not intended to reflect the actual or typical cost for such a service.

It is important for you to learn about all of the details of a topic and follow any references to other sections of the Summary Plan Description. (References tell you to “see” a section or subject

heading, such as, “see *The Details – What’s Covered and Not Covered*.” References may also include a page number.)

Complete Information

Very often, complete information on a subject requires you to consult more than one section of the Summary Plan Description. For your convenience we have included a *Glossary of Terms* that defines the meanings of words found throughout this Summary Plan Description that are written in capital letters and have very specific meanings.

Most information on Benefits will be found in these sections:

- *Highlights of the Medical Plan Options*
- *Quick Reference – What’s Covered and Not Covered*
- *The Details – What’s Covered and Not Covered*
- *General Conditions of Coverage, Exclusions, and Limitations*

However, Benefits might also be affected by your choice of Provider (see *Network Details – Choosing a Provider*), certain notification requirements (see *Notification Requirements and Care Coordination*), and considerations of eligibility (see *Adding or Dropping Coverage*).

Even if a service is listed as covered, Benefits might not be available in certain situations, and even if a service is not specifically described as being excluded, it might not be covered.

You can use your Medical Plan to your best advantage by learning how this Summary Plan Description is organized and how sections are related to each other. Whenever you look up a particular topic, be sure to follow any references and read thoroughly.

Highlights of the Medical Plan Options

This chart summarizes your Benefit options and payment responsibilities. It is only intended to provide you with an overview. It is important that you also read *The Details – What's Covered and Not Covered* section of this Summary Plan Description and not just rely on this chart for your Benefits coverage information. The Medical Plan uses three networks:

- Enhanced: Your local clinically integrated network (Rainier Health Network)
- In-Network: The Blue Cross Blue Shield National PPO Network
- Out-of-Network: Costs for services received from an Out-of-Network Provider/facility are based on a percentage of the Medicare allowable rate.

A Snapshot of the Medical Plan

	You Pay	You Pay	You Pay
Annual Deductible¹			
Enhanced: Clinically Integrated Network	\$0	\$0	\$2,700 individual/ \$5,400 family
In-Network: BC/BS Network	\$1,500 individual/ \$3,000 family	\$2,500 individual/ \$5,000 family	
Out-of-Network	\$3,000 individual/ \$6,000 family	\$6,000 individual/ \$12,000 family	\$6,000 individual/ \$12,000 family
Annual Out-of-Pocket Maximum²			
Enhanced: Clinically Integrated Network	\$3,000 individual/ \$6,000 family	\$4,000 individual/ \$8,000 family	\$4,000 individual/ \$8,000 family
In-Network: BC/BS Network	\$6,000 individual/ \$12,000 family	\$6,600 individual/ \$13,200 family	\$6,450 individual/ \$12,900 family
Out-of-Network	\$9,000 individual/ \$18,000 family	\$12,000 individual/ \$24,000 family	\$12,000 individual/ \$24,000 family
Health Savings Account³ – CHI Funding			
Individual	Not Applicable	Not Applicable	\$500
All other coverage levels			\$1,000

¹There are individual Deductibles embedded within the family Deductible. In addition, there is one Deductible that applies to both Enhanced and In-Network

²The Out-of-Pocket Maximum includes Prescription Drug Copayments and Coinsurance, but does not include penalties or ineligible charges. There are individual Out-of-Pocket Maximums embedded within the family Out-of-Pocket Maximum.

³The amount listed is the amount CHI may contribute to your Health Savings Account. You can also contribute on a pre-tax basis. Your contributions and CHI's contribution must not exceed the IRS limits. If you are age 55 or older, you may also contribute an additional \$1,000 over the IRS limit.

Summary of Benefits

	Integrated Core Option	Integrated Basic Option	Integrated HDHP/HSA Option
	Plan Pays	Plan Pays	Plan Pays
Once you satisfy the annual Deductible, the plan will pay the coinsurance percentage listed below until you reach the out-of-pocket maximum. In some circumstances, you are responsible for paying a copayment before the plan will pay the coinsurance.			
Preventive Care Enhanced: Clinically Integrated Network	100%	100%	100%
In-Network: BC/BS Network			
Out-of-Network			
Office Visits*: Primary Care Enhanced: Clinically Integrated Network	100% after \$10 Copay	100% after \$20 Copay	85% After Deductible
In-Network: BC/BS Network	80% No Deductible	70% No Deductible	80% After Deductible
Out-of-Network	50% After Deductible	40% After Deductible	40% After Deductible
Office Visits*: Specialist Enhanced: Clinically Integrated Network	100% after \$25 Copay	100% after \$35 Copay	80% After Deductible
In-Network: BC/BS Network	75% No Deductible	65% No Deductible	75% After Deductible
Out-of-Network	50% After Deductible	40% After Deductible	40% After Deductible
Office Visits: Mental Health Enhanced: Clinically Integrated Network	100% after \$10 Copay	100% after \$20 Copay	85% After Deductible
In-Network: BC/BS Network	80% No Deductible	70% No Deductible	80% After Deductible
Out-of-Network	50% After Deductible	40% After Deductible	40% After Deductible
Urgent Care Enhanced: Clinically Integrated Network	100% after \$50 Copay	100% after \$75 Copay	100% after \$75 Copay After Deductible
In-Network: BC/BS Network	100% after \$75 Copay	100% after \$100 Copay	100% after \$100 Copay After Deductible
Out-of-Network	100% after \$75 Copay	100% after \$100 Copay	100% after \$100 Copay After Deductible
Emergency Room Enhanced: Clinically Integrated Network	100% after \$175 Copay, Copay waived if admitted	100% after \$200 Copay, Copay waived if admitted	\$200 Copay After Deductible, Copay waived if admitted
In-Network: BC/BS Network			
Out-of-Network			
Non-emergency Use of Emergency Room Enhanced: Clinically Integrated Network	50% After Deductible (no Deductible if CHI facility)	50% After Deductible (no Deductible if CHI facility)	50% After Deductible
In-Network: BC/BS Network			
Out-of-Network			

Summary of Benefits Continued

	Integrated Core Option	Integrated Basic Option	Integrated HDHP/HSA Option
	Plan Pays	Plan Pays	Plan Pays
Once you satisfy the annual Deductible, the plan will pay the coinsurance percentage listed below until you reach the out-of-pocket maximum. In some circumstances, you are responsible for paying a copayment before the plan will pay the coinsurance.			
Ambulance (air, ground or water) – must be medically necessary Enhanced: Clinically Integrated Network	100%	100%	100% After Deductible
In-Network: BC/BS Network			
Out-of-Network			
Inpatient Care/Services Enhanced: Clinically Integrated Network	90% (no deductible)	85% (no deductible)	85% After Deductible
In-Network: BC/BS Network	75% After Deductible	65% After Deductible	75% After Deductible
Out-of-Network	50% After Deductible	40% After Deductible	40% After Deductible
Outpatient Care/Services Enhanced: Clinically Integrated Network	90% (no deductible)	85% (no deductible)	85% After Deductible
In-Network: BC/BS Network	75% After Deductible	65% After Deductible	75% After Deductible
Out-of-Network	50% After Deductible	40% After Deductible	40% After Deductible
Physical, Speech, Massage & Occupational Therapy (30 visit maximum for all therapies combined per person per Benefit Year; limit does not apply to Enhanced network.) Enhanced: Clinically Integrated Network	90% (no deductible)	85% (no deductible)	85% After Deductible
In-Network: BC/BS Network			
Out-of-Network			
Durable Medical Equipment Enhanced: Clinically Integrated Network	90% (no deductible)	85% (no deductible)	85% After Deductible
In-Network: BC/BS Network	75% After Deductible	65% After Deductible	75% After Deductible
Out-of-Network	50% After Deductible	40% After Deductible	40% After Deductible
Inpatient Mental Health and Chemical Dependency Enhanced: Clinically Integrated Network	90% (no deductible)	85% (no deductible)	85% After Deductible
In-Network: BC/BS Network	75% No Deductible	65% No Deductible	75% After Deductible
Out-of-Network	50% After Deductible	40% After Deductible	40% After Deductible
Outpatient Mental Health and Chemical Dependency Enhanced: Clinically Integrated Network	90% (no deductible)	85% (no deductible)	85% After Deductible
In-Network: BC/BS Network	75% No Deductible	65% No Deductible	75% After Deductible
Out-of-Network	50% After Deductible	40% After Deductible	40% After Deductible

Summary of Benefits Continued

	Integrated Core Option	Integrated Basic Option	Integrated HDHP/HSA Option
	Plan Pays	Plan Pays	Plan Pays
Once you satisfy the annual Deductible, the plan will pay the coinsurance percentage listed below until you reach the out-of-pocket maximum. In some circumstances, you are responsible for paying a copayment before the plan will pay the coinsurance.			
Other Covered Services Enhanced: Clinically Integrated Network	90% (no deductible)	85% (no deductible)	85% After Deductible
In-Network: BC/BS Network	75% After Deductible	65% After Deductible	75% After Deductible
Out-of-Network	50% After Deductible	40% After Deductible	40% After Deductible
Fertility Treatments <i>(\$15,000 lifetime maximum per person; \$5,000 lifetime maximum on fertility drugs per person)</i> Enhanced: Clinically Integrated Network	90% (no deductible)	85% (no deductible)	85% After Deductible
In-Network: BC/BS Network	75% After Deductible	65% After Deductible	75% After Deductible
Out-of-Network	50% After Deductible	40% After Deductible	40% After Deductible
Chiropractic Care <i>(20 visit maximum per person per Benefit Year)</i> Enhanced: Clinically Integrated Network	90% (no deductible)	85% (no deductible)	85% After Deductible
In-Network: BC/BS Network	75% After Deductible	65% After Deductible	75% After Deductible
Out-of-Network	50% After Deductible	40% After Deductible	40% After Deductible
Lifetime Maximum	Unlimited	Unlimited	Unlimited

Note: Costs for services received from an Out-of-Network provider/facility are based on a percentage of the Medicare allowable rate for most services. In the instance Medicare has not priced a service, the pricing may be based upon a percentage of the provider's billed charges.

Pharmacy Summary of Benefits

Covered prescription expenses will apply toward the medical in-network out-of-pocket maximum. Once the medical out-of-pocket maximum is met, your covered prescriptions will be 100 percent covered by the plan.

Integrated Core Option			Integrated Basic Option		Integrated HDHP/HSA Option	
Plan Pays			Plan Pays		Plan Pays	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
CHI-owned Pharmacy (Franciscan Pharmacy), if available (30-Day Prescriptions)						
Generic Drugs	100% after \$5 Copayment No Deductible	N/A	100% after \$5 Copayment No Deductible	N/A	100% after \$5 Copayment and After Deductible	N/A
Brand-name drug on formulary	85% (\$20 min/\$55 max) No Deductible	N/A	85% (\$20 min/\$55 max) No Deductible	N/A	85% (\$20 min/\$55 max) After Deductible	N/A
Brand-name drug not on formulary	75% (\$32.50 min/\$80 max) No Deductible	N/A	75% (\$32.50 min/\$80 max) No Deductible	N/A	75% (\$32.50 min/\$80 max) After Deductible	N/A
CVS/Caremark Retail Pharmacy (30-Day Prescriptions)						
Generic Drugs	100% after \$10 Copayment No Deductible	40% No Deductible	100% after \$10 Copayment No Deductible	40% No Deductible	100% after \$10 Copayment and After Deductible	40% After Deductible
Brand-name drug on formulary	70% (\$40 min/\$110 max) No Deductible	40% No Deductible	70% (\$40 min/\$110 max) No Deductible	40% No Deductible	70% (\$40 min/\$110 max) After Deductible	40% After Deductible
Brand-name drug not on formulary	50% (\$65 min/\$160 max) No Deductible	40% No Deductible	50% (\$65 min/\$160 max) No Deductible	40% No Deductible	50% (\$65 min/\$160 max) After Deductible	40% After Deductible
CHI-owned Mail Order (Franciscan Pharmacy), if available (90-Day Prescription)						
Generic Drugs	100% after \$12.50 Copayment No Deductible	N/A	100% after \$12.50 Copayment No Deductible	N/A	100% after \$12.50 Copayment and After Deductible	N/A
Brand-name drug on formulary	85% (\$50 min/\$87.50 max) No Deductible	N/A	85% (\$50 min/\$87.50 max) No Deductible	N/A	85% (\$50 min/\$87.50 max) After Deductible	N/A
Brand-name drug not on formulary	75% (\$80 min/\$162.50 max) No Deductible	N/A	75% (\$80 min/\$162.50 max) No Deductible	N/A	75% (\$80 min/\$162.50 max) After Deductible	N/A
CVS/Caremark Mail Order (90-Day Prescription)						
Generic Drugs	100% after \$25 Copayment No Deductible	N/A	100% after \$25 Copayment No Deductible	N/A	100% after \$25 Copayment and After Deductible	N/A
Brand-name drug on formulary	70% (\$100 min/\$175 max) No Deductible	N/A	70% (\$100 min/\$175 max) No Deductible	N/A	70% (\$100 min/\$175 max) After Deductible	N/A
Brand-name drug not on formulary	50% (\$160 min/\$325 max) No Deductible	N/A	50% (\$160 min/\$325 max) No Deductible	N/A	50% (\$160 min/\$325 max) After Deductible	N/A

Note: If you fill a brand-name prescription when there is a generic equivalent available, you will pay the brand-name prescription coinsurance *plus* the difference between the generic and brand-name

amount. If it is medically necessary for you to have the brand-name prescription, your doctor can contact the CHI prescription administrator to get an exception so you don't pay more for the brand-name prescription.

In addition, if you are on a maintenance prescription, such as cholesterol or blood pressure medications, you must use the mail order Pharmacy or a CHI-owned Pharmacy to fill your prescriptions. * If you do not fill your maintenance medication using the CVS/Caremark mail order or CHI-owned Pharmacy, then your prescription will not be covered.

Health Savings Account

If you enroll in the Integrated High Deductible with Health Savings Account (HDHP/HSA) medical plan option, you will be automatically set up with a health savings account (HSA).

The HSA can be used to cover the cost of covered services, including prescription drugs. Or you may choose to pay for these services out-of-pocket and save the money in your HSA for future qualified expenses. You may also use your HSA to cover costs the Plan does not cover, including covered services above the maximum allowable amount, services beyond the annual benefit maximums, coinsurance amounts, and any other qualified medical expenses as determined by the Internal Revenue Service (IRS). Unused dollars in your HSA roll over from year to year.

For the Integrated HDHP/HSA medical plan option, eligible prescription drug expenses apply toward the deductible and out-of-pocket maximum. However, if you use the HSA to pay for IRS-qualified expenses that are not covered by the Medical Plan, those expenses do not count toward your deductible or out-of-pocket maximum. For a listing of qualified medical expenses, refer to Publication 502 on the IRS Web site: www.irs.gov.

Both you and CHI may fund the HSA. CHI may also make a contribution to your HSA for health actions and/or outcomes achieved through the CHI Wellness Program.

You must be an active employee and enrolled in the Integrated HDHP/HSA medical plan option at the time the funding occurs. If you enroll in the Integrated HDHP/HSA plan option after the first month of the year, the amount allocated to your HSA will be prorated. If you experience a change in family status during the Plan year that results in an increase or reduction in coverage level (e.g., going from family to employee only), CHI's contribution amount will change for the remaining pay periods based on the new coverage level.

If you ever become ineligible for any CHI contributions, you must contact HealthEquity at 1-866-212-4634. If you fail to inform HealthEquity of your ineligibility and your account receives any contributions from CHI, those contributions will be subject to the rules and penalties set forth by the IRS.

In addition, you have the option to contribute to your HSA. The amount will be deducted from your paycheck on a pre-tax basis. If you decide to make an after-tax contribution to your HSA, you must work directly with HealthEquity to make the contribution. Your contributions to the HSA are optional. You can make changes throughout the year to your contribution amount. However, it is up to you to manage your contributions, considering any CHI contributions, to ensure your HSA account does not exceed the IRS limits.

The IRS does allow catch-up contributions for employees age 55 or over. An additional \$1,000 can be contributed pre-tax throughout the year. You will be notified if the annual catch-up contribution limit changes.

The IRS has regulations regarding enrollment in a HSA:

- You cannot be claimed as a dependent on another individual's tax return;
- You cannot be enrolled in another health plan, such as Medicare; and
- You cannot participate in a health care flexible spending account, including your spouse's flexible spending account. If you enroll in the Integrated HDHP/HSA medical plan option, you may be eligible for the limited health care flexible spending account but no one in your family should be enrolled in a general health care flexible spending account.

If your enrollment in the Integrated HDHP/HSA option ends for any reason, any balance in your HSA is available for you to use for future eligible health care expenses. There may be fees to maintain the account separate from CHI. Contact HealthEquity at 1-866-212-4634 for more information.

Please note that the HSA is administered separately from the medical portion of the Integrated HDHP/HSA option. HealthEquity, Inc administers the HSA feature. You can contact HealthEquity at 1-866-212-4634. Please consult a tax advisor for questions regarding the tax treatment of the HSA.

Quick Reference – What's Covered and Not Covered

Your coverage provides Benefits for many services and supplies. There are also services for which this coverage does not provide Benefits. The following chart is provided for your convenience as a **quick reference only**. This chart is not intended to be and does not constitute a complete description of all Benefits coverage details and factors that determine whether a service is covered or not. All Covered Services are subject to the contract terms and conditions contained throughout this Summary Plan Description. Many of these terms and conditions are contained in *The Details – What's Covered and Not Covered*. To fully understand which services are covered and which services are not, you must become familiar with this entire Summary Plan Description. If you are unsure whether a particular service is covered or not, please contact the CHI Medical Plan Customer Service Team at the toll-free telephone number listed on the back of your ID card.

The chart on the following page provides the following information:

Category – Service categories are listed alphabetically and are repeated, with additional detailed information, in *The Details – What's Covered and Not Covered*.

Covered – The listed category is generally covered, but some restrictions may apply.

Not Covered – The listed category is generally not covered.

See page – This column lists the page number in *The Details – What's Covered and Not Covered* where there is further information about the category.

Service/Prescription Maximums and Limitations – This column lists maximum Benefit amounts that each Plan Participant is eligible to receive per Covered Service, prescription, Benefit Plan Year, or a Lifetime Maximum. Service maximums or prescription maximums that apply per Benefit Year or per Lifetime Maximum are reached from Claim Payment amounts accumulated under this Plan and any prior group health plans sponsored by CHI.

Notification Required – This column indicates categories of care that may require pre-notification of treatment or pre-authorization for the purchase of Prescription Drugs. If there is nothing in this column for a particular type of service, it means that it is not necessary to provide pre-notification of the treatment or obtain pre-authorization to purchase a Prescription Drug.

Quick Reference - What's Covered and Not Covered

Category	Covered	Not Covered	See Page	Maximums and Limitations†	Notification Required‡
Abortions - non-life threatening		Ø	31		
Acupuncture	●		32	10 visits per person per Benefit Year	
Allergy Testing and Treatment	●		32		
Ambulance Transportation	●		32		
Ambulatory Surgical Facilities	●		32		
Anesthesia Services	●		32		
Applied Behavior Analysis (ABA) Therapy		Ø	33		
Assistant Surgeons	●		33		
Blood and Blood Administration	●		33		
Cardiac Rehabilitation Services	●		33		
Chemotherapy Treatments	●		34		
Chiropractic Care	●		34	20 visits per person per Benefit Year	
Completion of Claim Forms, Reports, or Medical Records		Ø	34		
Contraceptives	●	Ø	34	Coverage depends on whether you are from a profit or non-profit part of CHI. If not covered through the medical plan, you may have coverage directly through the medical and prescription administrator.	
Cosmetic Surgery - elective		Ø	35		
Cosmetic Surgery - reconstructive	●		35		
Consultations	●		35		
Custodial Care Services		Ø	35		
Cyber Knife Surgery	●		36		
Dental Services - standard		Ø	36		
Dental Services - special circumstances	●		36	Limitations apply	
Diabetes Training Programs	●		37	Twice per lifetime	
Diagnostic Services	●		37		
Digital Breast Tomosynthesis (3D Mammography)	●		37	Benefits based on the following codes only: 77061, 77062, 77063	
Durable Medical Equipment	●		37		
Education or Training Plans		Ø	38		
Emergency Services	●		39		
Eye Examinations - medical Conditions	●		39		
Eye Examinations - vision		Ø	39		
Eyeglasses and cosmetic Contacts		Ø	39		
Contacts - after cataract surgery or cornea transplant	●		39	First pair only	

Quick Reference Continued

Category	Covered	Not Covered	See Page	Maximums and Limitations†	Notification Required‡
Fee for Failure to Keep Appointment		Ø	40		
Fees by Family Members		Ø	40		
Fertility Drugs	●		40	Lifetime maximum of \$5,000 per person	
Fertility Treatment	●		40	Lifetime maximum \$15,000 per covered individual	
Foot Care	●		40		
Foot Orthotics	●		40	Two pairs per Benefit Year	
Genetic Testing	●		41		May be required
Hearing Aids		Ø	41		
Hearing Examinations for Diagnosing Medical Conditions	●		41		
Hearing Examinations for Pure Tone Audiometry Tests		Ø	41		
Home Health Care	●		41		●
Hospice Care	●		42	Life expectancy must be 12 months or less	
Human Organ Transplants	●		44	Cryopreservation and storage \$10,000 limit per transplant	●
Inpatient Hospital Care	●		46		●
Kerato-Refractive Eye Surgery		Ø	47		
Leg, Back, and Neck Braces	●		47		
Marriage Counseling	●		47		
Mastectomy and Related Services	●		48		
Maternity Services	●		48		●
Medical and Surgical Dressings, Supplies, Casts, Splints, Crutches, and Artificial Eyes	●		49		
Mental Health Services - outpatient	●		49		
Mental Health Services - Inpatient	●		49		●
Modifications to Homes, Property, or Automobiles		Ø	50		
Non-Prescription Drug Medication (except medically necessary B-12 injections)		Ø	50		
Office Visits	●		51		
Outpatient Hospital Care	●		51		
Optometry Services - routine		Ø	53		
Oxygen and its Administration	●		53		
Personal Hygiene, Comfort, and Convenience Items		Ø	53		
Physicians	●		54		

Quick Reference Continued

Category	Covered	Not Covered	See Page	Maximums and Limitations†	Notification Required‡
Pre-Admission Testing	•		55		
Prescription Drugs	•		55		May be required
Prescription Drugs - targeted for step therapy	•		55		•
Preventive or Wellness Care	•		56		
Prosthetic Appliances and Devices	•		57		
Radiation Therapy Treatments	•		58		
Residential Treatment Facilities - Diagnostic tests	•		58		
Residential Treatment Facilities - room and board	•		58		•
Routine Physical Exams	•		58		
Shock Therapy Treatments	•		58		
Skilled Nursing Facilities	•		58		•
Smoking Cessation Prescription Drugs	•		59		
Sterilization		Ø	60		
Sterilization Reversals	•		60		
Substance Abuse Rehabilitation Treatment	•		60		•
Surgery	•		60		
Transgender Reassignment Surgery		Ø	61		
Treatment of Temporomandibular Joint Dysfunction and Related Disorders	•		61	Non-surgical treatment of TMJ is not covered by the medical plan but is covered by the dental plan.	
Web Cam Consultations	•		62		
Weight Loss Prescription Drugs		Ø	62		
Weight Loss Surgery	•		62	Limit one per lifetime with allowance for adjustments	•
Wigs or Hair Pieces - if hair loss from medical treatment	•		63	1 wig per year	
X-rays	•		64		

†If nothing is listed in this column, assume there are no limitations or maximums; however, Benefits will not be available if the procedure is not Medically Necessary or not for a Covered Service.

‡If nothing is listed in this column, assume that prior notification is not required.

Adding or Dropping Coverage

This Summary Plan Description (SPD) contains information about the Catholic Health Initiatives Medical Plan for persons who meet the definition of an Eligible Person as determined by Catholic Health Initiatives (CHI) and defined in the *Glossary of Terms* found in the back of this SPD. The *Glossary of Terms* includes the eligibility requirements for you and your Dependents. Please see the definitions of Employee, Spouse, Legally Domiciled Adult and Child.

Please refer to the *Eligibility Addendum* of this SPD for a description of eligibility at each CHI Market-Based Organization (MBO) or facility. If you meet the description of an Eligible Person and have applied for coverage under this Plan, then you are entitled to the Benefits described in this SPD as of your Coverage Date.

Eligibility

Each Employee of an Employer (i.e., CHI and the MBOs listed in the *Eligibility Addendum*) who has satisfied the applicable “regularly scheduled hour” requirement and waiting period listed in the *Eligibility Addendum* (i.e., an Eligible Person) is eligible for coverage under this Plan if such Eligible Person timely enrolls for coverage and pays any required premium contributions in accordance with applicable procedures established by the Employer. Your coverage under the Plan will end as of the end of the month during which you cease to be an Eligible Person. An Eligible Person may also enroll his or her Dependent(s) for coverage under this Plan in accordance with applicable procedures established by the Employer. Coverage under the Plan for your Dependent(s) will end as of the end of the month during which such Dependent(s) cease to be Dependent(s).

Your Coverage

As an Employee of CHI, you must meet the requirements of your MBO as described in the *Eligibility Addendum* in this SPD.

You may enroll in Individual Coverage or Family Coverage. If you choose to enroll yourself in Individual Coverage, only your own health care expenses, not the health care expenses of your other family members, are covered according to the Benefit levels in this SPD. If you enroll in Family Coverage, your expenses for Covered Services and those of your enrolled Spouse, Legally Domiciled Adult and/or Child(ren) will be covered according to the Benefit levels of this SPD.

Please refer to the definitions of Spouse, Legally Domiciled Adult and Child found in the *Glossary of Terms* section of this SPD to determine who qualifies as a Dependent under this Plan.

Your Dependent’s Coverage

Dependents eligible for the Medical Plan include:

- An Eligible Person’s Spouse who is legally married to the Eligible Person
- An Eligible Person’s Legally Domiciled Adult who is over age 18 and has, for at least six months, lived in the same principal residence of an employee and remains a member of that employee’s household throughout the coverage period; and who either:
 - Has an on-going, exclusive and committed relationship with the employee (not a casual roommate or tenant), shares basic living expenses and is financially interdependent with the

employee, is neither legally married to anyone else nor legally related to the employee by blood in any way that would prohibit marriage.

- Is the employee's blood adult relative who meets the definition of his or her tax dependent as defined by Section 152 of the Internal Revenue Code during the coverage period, and is not considered a Child as defined in this section of the Summary Plan Description.
- An Eligible Person's Child, married or unmarried, by birth, marriage, legal adoption or placement for adoption who is under age 26
- A Child under age 26, married or unmarried, whom you are required by law to provide health coverage or the Eligible Person is the Legal Guardian, such as a court-approved foster Child.
- A Child under age 26, married or unmarried, of an eligible Legally Domiciled Adult.
- An Eligible Person's unmarried Child by birth, marriage, legal adoption or placement for adoption who is age 26 or older, who is dependent upon the Eligible Person for support and maintenance because of a continuous developmental or physical disability that began prior to the date the dependent attained age 26 and:
 - The disabled dependent was covered by this Plan or other group medical insurance coverage as a disabled dependent prior to reaching age 26.
 - If enrolling for the first time, the disabled dependent who is 26 years of age or older of a newly Eligible Person may be enrolled for coverage if the Eligible Person enrolls during the initial eligibility period and provides proof that the dependent satisfies the foregoing requirements within 31 days of the initial date of eligibility.
 - The Plan may request documentation of the dependent's continued disability on an annual basis. The disabled dependent shall be eligible for coverage so long as the dependent continues to be disabled, unless coverage otherwise terminates under the Plan.
 - The disabled dependent must be continuously covered under the Plan in order to maintain eligibility.

Dependent Eligibility Audit

To be good stewards of our resources and continue to provide affordable, high-quality benefits to employees and their families, CHI verifies the eligibility of our Employees' Dependent(s) enrolled in any of the following plans:

- Medical Plan
- Dental Plan
- Vision Plan

When a Dependent is added to one of these plans, the Employee will receive an audit notice and must return the appropriate documentation by the due date or the Dependent(s) will lose coverage. If the Employee does not respond to the audit or provide appropriate information, the dependent will be dropped from the plan retroactive to the effective date of coverage.

CHI reserves the right to request verification of Dependent status at any time and may pursue any fraudulent activity.

Pre-existing Conditions Waiting Period

The Medical Plan **does not** have a pre-existing Conditions waiting period. You will be entitled to the Benefits described in this Summary Plan Description as of your Coverage Date.

Enrolling in Benefits

Initial Enrollment

You must enroll yourself and your eligible dependents in your benefits within 31 days of the new hire or newly eligible date. If you do not enroll within the initial 31-day enrollment period, you will have to wait until the next annual enrollment period to enroll, unless you experience a qualified status change (see *Eligible Reasons and Time Limits to Add Coverage During the Year Due to a Qualified Status Change* section).

Late Enrollment

If you enroll in the Plan within the eligible enrollment timeframe, your benefit elections will remain in effect throughout the year. If you do not meet the enrollment deadline, you won't have coverage (unless you experience a qualified status change or until annual enrollment - typically held in the fall).

Enrollment Process

An Eligible Person enrolls in the Medical Plan by completing the enrollment process established for or by the MBO. When enrolling in your coverage you will elect the type of coverage you desire and will indicate which of your eligible Dependents you wish to enroll in the Plan. You must provide the Social Security number of each person enrolling in the medical plan, as required by the Patient Protection and Affordable Care Act.

Type of coverage includes:

- Employee Only
- Employee + Spouse/Legally Domiciled Adult
- Employee + Child(ren)
- Family (includes either a Spouse or Legally Domiciled Adult, and Children)

Your Cost of Coverage

If elected, you and CHI share in the cost of medical/prescription drug coverage. Your contributions will be deducted from your paycheck on a before-tax basis.

Eligible Reasons and Time Limits to Add Coverage During the Year Due to a Qualified Status Change

You should enroll as soon as possible, but enrollment must be completed within the following time limits:

- The initial enrollment must be completed within the initial 31-day enrollment period.
- If you have a new Dependent as a result of a birth, adoption, obtaining Legal Guardianship, or interim court order prior to finalization of adoption, you can enroll your Dependent within 60 days of that Qualified Status Change.
- If you have a new Dependent as a result of a marriage, you can enroll your Dependent within 31 days of that Qualified Status Change.
- If you declined enrollment for yourself and/or your Dependents because of other health insurance coverage, you can enroll yourself and/or your Dependents during the year if you and/or your Dependents lose eligibility for that coverage. You must request enrollment for yourself or a Dependent within 31 calendar days after your other coverage ends.

- If you declined enrollment for yourself and/or your Dependents because of other health insurance coverage and another Employer stops contributing to that coverage, you can enroll yourself and/or your Dependents during the year. However, you must request enrollment for yourself or a Dependent within 31 calendar days after the other Employer stops contributing toward the other coverage.
- An Eligible Person or Dependent may also enroll in the Plan within 31 days of a life event or Qualified Status Change, such as marriage, if such enrollment is necessary, as a result of, and consistent with the change in status.
- If you and/or your Dependent either lose eligibility for a Medicaid or state Child Health Insurance Program (state CHIP), or gain eligibility for Medicaid or state CHIP premium assistance program that pays part of the cost of coverage for you and/or your Child, you must enroll you and/or your Child within 60 days of the date of eligibility or loss of coverage under the government program.

If you add a Dependent as a result of a Qualified Status Change, the coverage will be retroactive to the date of the Qualified Status Change, and you will be responsible for any back premiums incurred as a result of the change.

All charges for the newborn inpatient stay (both facility and professional charges) while the mother is in the hospital (or beyond the mother's discharge date) will not be covered under the Plan until the newborn Child is added to the Plan. You must enroll the Child in the Plan within 60 days of the date of birth. If the newborn Child is not added within 60 days, the Child will not be eligible for coverage until the next Annual Enrollment, even if you already have Family Coverage. The Child must meet the definition of a Dependent as defined in the *Glossary of Terms* in this SPD in order to be enrolled in this Plan.

You must wait until the next Annual Enrollment period to enroll the Eligible Person. Annual Enrollment periods will be conducted prior to the beginning of each Benefit Year.

Time Limits for Changing or Dropping Your Coverage Due to a Qualified Status Change or Life Event

- If an enrolled Dependent loses his or her eligibility as a Dependent for any reason, including but not limited to a divorce, legal separation, annulment, ceasing to be within the age limits or the death of a Dependent, you must remove that Dependent within 31 days of the Qualified Status Change or within 31 days of the date coverage is to terminate, whichever is later.
- If you or an enrolled Dependent becomes eligible for coverage under another Plan, you may drop this coverage within 31 days of becoming eligible for that plan.
- If you or an enrolled Dependent enroll in a medical plan option available through the Exchange, you may drop this coverage within 31 days of enrolling in the Exchange.
- If you or your Dependent Child become eligible for coverage under Medicaid or state CHIP, you may drop this coverage within 60 days of becoming eligible for Medicaid or state CHIP.

If you terminate coverage for yourself or an enrolled Dependent as a result of a Qualified Status Change, the coverage will be terminated at the end of the month in which the Qualified Status Change took place. Premiums will cease as of the end of the month in which coverage terminates. In no instance will the Plan be obligated to pay a Claim for an ineligible Person, even if you are paying a higher premium because the Dependent was not dropped within the proper time frame or was covered but was not eligible for such coverage.

Qualifying Events for Changing Your Coverage:

Change in legal marital status

Must notify Plan within 31 days

- Marriage (Spouse becomes eligible for this Plan)
- Divorce (Spouse is no longer eligible for coverage under this Plan)
- Legal Separation (Spouse is no longer eligible for coverage under this Plan)
- Annulment (Spouse is no longer eligible for coverage under this Plan)
- Death of a Spouse

Change in number of dependents

Must notify Plan within 60 days

- Birth
- Adoption
- Obtaining legal custody of a child
- Child gains or loses eligibility for Medicaid or state Children's Health Insurance Program (CHIP)

Must notify Plan within 31 days

- Marriage resulting in gaining step-children
- Obtaining legal guardianship or court approved foster care of a child
- Child age 26 or over is approved for continuous coverage due to a continuous developmental or physical disability that began while the child was covered under this Plan or other group medical insurance coverage (coverage must be continuous since the inception of the child's disability)
- A Qualified Medical Child Support Order (QMCSO) goes into effect
- Death
- Placement for adoption
- Divorce resulting in loss of step-children
- Losing legal guardianship or court approved foster care of a child
- Losing legal custody of a child
- A child reaches the maximum age under the Plan
- A Qualified Medical Child Support Order (QMCSO) is terminated

Change in Employment Status of you or your Spouse

Must notify Plan within 31 days

- Termination of employment
- Gaining employment
- Strike or lockout
- Beginning an unpaid leave of absence
- Ending an unpaid leave of absence
- Change in worksite that results in different plan options
- Change in employment status affecting eligibility for Benefits

Other qualifying events

Must notify Plan within 31 days

- Group plan you were enrolled in or were eligible for through another employer or group has a material and substantive change making it significantly more or less attractive to you
- The group plan you or your eligible dependents were enrolled in was terminated
- Gaining or losing eligibility for Medicare or COBRA
- Your Legally Domiciled Adult who was not eligible before becomes eligible under the eligibility affidavit guidelines.
- Your enrolled Legally Domiciled Adult no longer meets the eligibility criteria listed in the eligibility affidavit.

Consistency Rule

An election change must be due to and consistent with the Qualified Status Change that affects eligibility for coverage under this plan.

For example, you would not be permitted to add a Child from your prior marriage who was not previously covered under this Plan just because you re-married. However, you would be permitted to add your new Spouse and step-Children as a result of that marriage if you enroll them within 31 days of the date of your marriage.

Qualified Medical Child Support Orders

The term “qualified medical child support order” means a qualified medical child support order within the meaning of ERISA Section 609 which is a medical child support order which creates or recognizes the existence of an alternate recipient’s right to, or assigns to an alternate recipient the right to, receive benefits for which a participant or beneficiary is eligible under the Plan provided that such medical support order clearly specifies:

- The name and last known mailing address (if any) of the participant and the name and mailing address of each alternate recipient covered by the order, except that, to the extent provided in the order, the name and mailing address of an official of a state or political subdivision thereof may be substituted for the mailing address of any such alternate recipient,
- A reasonable description of the type of coverage to be provided to each such alternate recipient, or in the manner in which such type of coverage is to be determined, and
- The period to which such order applies and does not require a plan to provide any type or form of benefit, or any option, not otherwise provided under the plan, except to the extent necessary to meet the requirements of a law relating to medical child support described in section 1908 of the Social Security Act [42 USC § 1396g] (as added by section 13822 of the Omnibus Budget Reconciliation Act of 1993). The term “medical child support order” means any judgment, decree, or order (including approval of a settlement agreement) which –
 - Provides for child support with respect to a child of a participant under this Plan, and provides for health benefit coverage to such a child, is made pursuant to a state domestic relations law (including a community property law), and relates to benefits under this Plan; or
 - Is made pursuant to a law relating to medical child support described in section 1908 of the Social Security Act [42 USC § 1396g] (as added by section 13822 of the Omnibus Budget Reconciliation Act of 1993) with respect to a group health plan, if such judgment, decree, or order is issued by a court of competent jurisdiction or is issued through an administrative process established under state law and has the force and effect of law under applicable state law. For purposes of this subparagraph, an administrative notice which is issued pursuant to an administrative process referred to in the preceding sentence and which has the effect of a court order shall be treated as such an order.

The term “alternate recipient” means any child of a participant who is recognized under a medical child support order as having a right to enrollment under a group health plan with respect to such participant.

Dual Coverage Under This Plan is Prohibited

No person will be covered as a Dependent of more than one Employee, and no person will be covered as both an Employee and a Dependent.

Changes in the Employment Status of You or Your Spouse/Legally Domiciled Adult That Will Affect Your Enrollment in This Plan

If you become eligible for this Plan as a result of a change in Employment Status, you may enroll in this Plan within 31 days of your change in Employment Status.

If you lose eligibility for this Plan, your coverage will automatically be terminated at the end of the month in which you become ineligible for this coverage due to a change in your Employment Status.

If you or your Dependents enroll in coverage because your Spouse/Legally Domiciled Adult loses eligibility for coverage through his or her Employer due to a change in Employment Status, you and your Dependents may enroll in this Plan within 31 days of the date that your Spouse/Legally Domiciled Adult loses coverage through his or her Employer. However, coverage through the other plan must not have been terminated for failure to pay premiums or for fraudulent cause.

If you or your Dependents drop coverage because your Spouse/Legally Domiciled Adult enrolls in coverage through his or her Employer due to a change in Employment Status, you and your Dependents may drop this Plan within 31 days of the date that your Spouse/Legally Domiciled Adult enrolls in coverage through his or her Employer.

Your ID Card

After enrolling in the Plan, you will receive a Medical Plan ID Card. This card includes your member identification number and will be very important to you in obtaining Benefits for Medical Care and Prescription Drugs. You will receive one ID card if you have Single Coverage and you will receive two ID cards if you have Family Coverage. Both ID cards will show your name. If you need additional ID cards, please call the CHI Medical Plan Customer Service Team to request them.

Medicare Eligible Persons and Their Enrollment in This Plan

If you meet the definition of an Eligible Person found in the *Glossary of Terms* section of this Summary Plan Description, and you are eligible for Medicare, and not affected by the Medicare Secondary Payer (MSP) laws as described below, the Benefits described in the section of this Summary Plan Description entitled *Benefits for Medicare Eligible Persons* will apply to you and your Spouse and covered Dependent Children (if he or she is also eligible for Medicare and not affected by the MSP laws).

A series of federal laws collectively referred to as the “Medicare Secondary Payer” (MSP) laws regulate the manner in which certain Employees may offer group health care coverage to Medicare eligible Employees, Spouses, and in some cases, Dependent Children.

The statutory requirements and rules for MSP coverage vary depending on the basis for Medicare and the Medical Plan coverage, as well as certain other factors, including the size of the Employers sponsoring the group health plan. In general, Medicare pays secondary (after the Medical Plan makes its payment) to the following:

- The Medical Plan that covers individuals with end-stage renal disease (“ESRD”) during the first 30 months of Medicare eligibility or entitlement. This is the case regardless of whether the individual has “current Employee status.”
- In the case of individuals age 65 or over who still meet the definition of an Eligible Person.

- In the case of disabled individuals under age 65, if the individual or a member of the individual's family has "current Employee status."

Please Note: Call the CHI Medical Plan Customer Service Team at the toll-free telephone number listed on the back of your ID card should you have any questions regarding the ESRD primary period or other provisions of MSP laws and their application to you, your Spouse, or any Dependents.

Your Medicare Secondary Payer (MSP) Responsibilities

In order to assist CHI in complying with Medicare Secondary Payer (MSP) laws, it is very important that you promptly and accurately complete any requests for information from the Claims Administrator and/or CHI regarding the Medicare eligibility of you, your Spouse, and covered Dependent Children. This includes any requests for your Dependent's Social Security number. MSP laws **require** Claims Administrators to report the Social Security number of Dependents covered under this Plan who are eligible for Medicare. Failure to provide a requested Social Security number will result in the suspension of Claims payments by this Plan. Therefore, you are encouraged to provide your Dependents' Social Security numbers when enrolling them in the Plan.

If you, your Spouse/Legally Domiciled Adult, or covered Dependent Child becomes eligible for Medicare, or has Medicare eligibility terminated or changed, please promptly contact the CHI Customer Service Team at the toll-free number listed on the back of your ID card to ensure that your Claims are processed in accordance with applicable MSP laws.

What You Pay – A Tutorial

This tutorial explains how the Plan pays for **Covered Services and Supplies**. Please keep in mind that not all services received will be covered under this Plan. You will pay the **full cost** for any services and supplies that are **not** covered under this Plan. Please refer to the sections of this Summary Plan Description titled *The Details – What's Covered and Not Covered* and *General Conditions of Coverage, Exclusions, and Limitations* for more information regarding what is covered and what is not covered by this Plan.

The Medical Plan uses three networks:

- Enhanced: Your local clinically integrated network (Rainier Health)
- In-Network: The Blue Cross Blue Shield National PPO Network
- Out-of-Network: Out-of-Network providers

You will not be responsible for any amounts over the Eligible Charges for Enhanced or In-Network charges. However, you will be responsible for your Out-of-Network Deductible, Coinsurance, and any additional amounts if you choose to go to an Out-of-Network Provider. Costs for services received from an Out-of-Network Provider/facility are based on a percentage of the Medicare allowable rate for most services. In the instance Medicare has not priced a service, the pricing may be based upon a percentage of the provider's billed charges.

Payments for CHI Facilities

For purposes of this tutorial, local Catholic Health Initiatives (CHI) Facilities may be considered part of the Enhanced network. You may receive an enhanced Benefit if you receive services from a CHI facility within the Enhanced network.

Under the Integrated Core and Integrated Basic options, the Deductible will not be applied to facility charges billed on the UB form received within the Enhanced network. The Deductible does apply to Physician charges.

Under the Integrated HDHP/HSA option, only Preventive Care services can be reimbursed under this option until your Deductible is met, even if you use a CHI facility.

How the Plan Pays for Office Visits

For office visits, if you see a provider within the Enhanced network, you will pay a flat Copayment for your office visit. If you see an In-Network Provider, the Billed Amount by the Physician will be reduced to the negotiated Eligible Charge. This negotiated eligible Charge often reflects a discount that the Physician has agreed to accept from the Medical Plan Administrator. The Plan will pay the appropriate Coinsurance percentage shown in the *Highlights of the Medical Plan Options* section of this SPD for the option you elected. Under the Integrated Core and Integrated Basic options, the Deductible will **not** be applied to office visit charges. Under the Integrated HDHP/HSA option, you must meet the Deductible before the plan begins to pay.

These payments **do** count toward the In-Network Out-of-Pocket Maximum.

An office visit includes the office visit and any services bundled with the office visit claim (meaning services performed by the provider; at the provider's office and during the office visit). Any services that are provided or billed by a different provider or at a different location (such as laboratory services, x-rays, office procedures or other ancillary charges) are still covered under the Plan, but will be subject to the applicable Deductible and Coinsurance. For example, when blood is drawn during your office visit and the blood work is processed and billed by your physician, the charges would be bundled with the office visit claim and are subject to the applicable office visit Coinsurance. However, if that blood work is sent to a third party for analysis, the charges for the analysis do not fall under the office visit but would be subject to the applicable Deductible and Coinsurance.

How Does the Plan Pay for Office Visits for In-Network Providers?

This example illustrates how office visits are paid for In-Network Providers. Figures used are for illustration purposes and are not intended to reflect typical charges for a service. Only the office visit and services bundled with the office visit claim (meaning services performed by the provider, at the provider's office and during the office visit) will be subject to the office visit coinsurance and will not be subject to the Deductible. Any services that are provided or billed by a different provider or at a different location will be subject to applicable Deductible and Coinsurance.

This example is for services that are not preventive in nature. Mary's diagnosis is influenza.

Service Provided	Billed Amount	Eligible Charges	You Pay		
			Integrated Core 20%	Integrated Basic 30%	Integrated HDHP/HSA 20% after deductible
Primary Care Coinsurance					
Office Visit	\$180.00	\$90.00	\$18.00	\$27.00	\$90.00
Blood draw and analysis* (at provider's office performed by and billed by the provider)	\$25.00	\$15.00	\$3.00	\$4.50	\$15.00
Total	\$205.00	\$105.00	\$21.00	\$31.50	\$105.00 – Keep in mind you may have funds in your health savings account to pay for this.

** If blood work (including the draw and/or the analysis) is billed separately by an outside lab, the lab charges will be subject to the deductible and paid at the outpatient coinsurance percentage.*

If you use an Out-of-Network Provider, the Plan will pay the Coinsurance percentage of the Usual, Customary, and Reasonable Fee (UCR) after the Deductible is met. If the Billed Amount is higher than the Usual, Customary, and Reasonable Fee (UCR), the Billed Amount will be reduced to the UCR fee before the Coinsurance percentage is calculated. In some instances, your Out-of-Network Provider will charge you the difference between the Billed Amount and the UCR Fee. You can find the Coinsurance percentage for the option you elected in the *Highlights of the Medical Plan Options* section of this SPD. Only the amount applied to the out-of-network deductible and coinsurance payments count toward your Out-of-Network Out-of-Pocket Maximum.

How Does the Plan Pay for Office Visits for Out-of-Network Providers?

This example illustrates how office visits are paid for Out-of-Network Providers. Figures used are for illustration purposes and are not intended to reflect typical charges for a service. Office visit services provided to Jane by an Out-of-Network provider are subject to the Deductible.

This example assumes that Jane's Deductible has been met and that none of the services received are preventive in nature. It does not account for the Health Savings Account funds. Jane's diagnosis is influenza.

Service Provided	Billed Amount [†]	Eligible Charges	You Pay		
			Integrated Core 50% after deductible	Integrated Basic 60% after deductible	Integrated HDHP/HSA 60% after deductible
Primary Care Coinsurance					
Office Visit	\$180.00	\$60.00	\$30.00	\$36.00	\$36.00
Blood draw and analysis [†] (at provider's office performed by and billed by the provider)	\$25.00	\$15.00	\$7.50	\$9.00	\$9.00
Total	\$205.00	\$75.00	\$37.50	\$45.00	\$45.00
Difference between billed amount and Maximum Allowed Amount*			\$130.00	\$130.00	\$130.00

* An Out-of-Network Provider may also bill for the difference between the billed amount and the negotiated amount, and you would be responsible to pay that bill since the Out-of-Network provider does not have a contract with the Plan Administrator. Some Out-of-Network Providers may decide to waive this amount, but the Provider is not required to do so. Services received from an Out-of-Network Provider/facility are based on a percentage of the Medicare allowable rate for most services. In the instance Medicare has not priced a service, the pricing may be based upon a percentage of the provider's billed charges.

[†] If blood work (including the draw and/or the analysis) is billed separately by an outside lab, the lab charges will be subject to the deductible and paid at the out-patient coinsurance percentage.

How the Plan Pays for Preventive Care

For all Plan options, routine physical exams, well-woman exams (includes pap smear), routine mammograms, routine pediatric exams, immunizations and other preventive services will be covered at 100 percent of the Eligible Charge. The Deductible will not be applied.

How the Plan Pays for Urgent Care Visits

There is a Copayment whenever you visit an urgent care. Please refer to the *Highlights of the Medical Plan Options* section of this SPD to find the appropriate urgent care Copayment for the option you elected. Under the Integrated Core and Integrated Basic options, this Copayment is **not** subject to the Deductible. Under the Integrated HDHP/HSA option, you must meet the Deductible before the plan begins to pay.

How the Plan Pays for Emergency Room Visits

There is a Copayment whenever you visit an Emergency room for an Emergency or Medically Urgent Situation. Please refer to the *Highlights of the Medical Plan Options* section of this SPD to find the appropriate Emergency Room Copayment for the option you elected. Under the Integrated Core and Integrated Basic options, this Copayment is **not** subject to the Deductible. Under the Integrated HDHP/HSA option, you must meet the Deductible before the plan begins to pay. If you are admitted to the Hospital, the Copayment is waived. For Emergency room visit purposes, Out-of-Network Providers will be treated the same as In-Network Providers.

If your visit to the Emergency room is for a non-Emergency, the Eligible Charge (In-Network Providers) will be subject to the Deductible and the remainder of the charge/fee will be paid based on the *Highlights of the Medical Plan Options*.

How to Save Money When Purchasing Prescription Drugs

The amount you pay for a Prescription Drug depends upon whether you purchase a Generic Drug, a Formulary Drug, or a non-Formulary Drug. You will save money if you purchase Generic Drugs, when available. The amount you pay also depends upon whether you purchase the drug through a CHI-owned Pharmacy (if available), an in-network retail Pharmacy or the mail-order program. You will save 50 percent off your copay/coinsurance cost if you are able to fill a 30 or 90-day prescription at a CHI-owned Pharmacy. Go to the *well-being* pages found on InsideCHI (formerly known as My Healthy Spirit) at <http://home.catholichealth.net/wellbeing> or call the HR/Payroll Connection Support Center at 1-844-450-9450 for a list of CHI-owned pharmacies (if available). You can also save money if you use the mail-order program to purchase maintenance drugs. You can receive up to a 90-day supply of your medication and save money on your Copayment or Coinsurance amount, while experiencing the convenience of having your prescriptions mailed directly to your home address.

If the Pharmacy's charge is less than the Copayment or Coinsurance minimum amount, you pay the Pharmacy's charge for that drug. Please refer to the *Highlights of the Medical Plan* chart in this SPD for the Copayment and Coinsurance amounts for the option that you elected.

How the Deductible Works

You must meet a calendar year Deductible before this Plan pays Benefits for many Covered Services and Supplies. Please refer to the *Highlights of the Medical Plan Options* chart

for information on services that are not subject to the calendar year Deductible (e.g., CHI Facility charges, Emergency room visits for Emergencies or Medically Urgent Situations, Preventive Care Services). The calendar year Deductible applies each January 1 to December 31.

Under the Integrated HDHP/HSA option, the Enhanced and In-Network deductibles are combined. Copayments, such as the Emergency Room Copayment, office visit charges, charges for services performed in a CHI facility and billed as a facility charge and Prescription Drug charges do not apply to your Deductible under the Integrated Core and Integrated Basic plans. Penalties, such as pre-notification penalties, also do not apply to your Deductible. Please refer to the *Highlights of the Medical Plan Options* and *The Details – What's Covered and Not Covered* sections of this SPD to determine which services are subject to the Deductible.

If you have Individual Coverage, the Plan begins paying a percentage of your Eligible Charges after you meet your Individual Deductible for the remainder of the calendar year. Your Individual Deductible can be found on the *Highlights of the Medical Plan Options* under the option in which you enrolled.

The family Deductible works differently. If you have Family Coverage, you can meet your Deductible in one of two ways:

- An enrolled family member can meet the individual Deductible; or
- All family members can combine their Deductible expenses to meet the family Deductible.

Once your family Deductible is met, this Plan begins paying a percentage of your Eligible Charges for you and all of your enrolled Dependents for the remainder of the calendar year.

If one enrolled family member meets the individual Deductible the Plan begins paying a percentage of his or her Eligible Charges for the remainder of the calendar year. That family member's expenses that were applied toward his or her individual Deductible will also count toward the family Deductible.

How Does the Family Deductible Work?

This example illustrates how the family Deductible works. Figures used are for illustration purposes and are not intended to reflect typical charges for a service.

Example #1:

- This example does not account for the Health Savings Account funds.
- Jane has Family Coverage for herself, her husband and her two kids.
- All care is from In-Network Providers.
- None of the charges are for Emergency room services.

For this example, we're only going to look at Jane's expenses:

Procedure	Eligible Charges	Amount Toward Deductible		
		Integrated Core	Integrated Basic	Integrated HDHP/HSA
Preventive Office Visit	\$200.00*	\$0*	\$0*	\$0*
Outpatient Lab	\$85.00	\$85.00	\$85.00	\$85.00
Outpatient X-ray	\$125.00	\$125.00	\$125.00	\$125.00
20 Physical therapy visits	\$600.00	\$600.00	\$600.00	\$600.00
Outpatient Surgery	\$1,500.00	\$892.50‡	\$1,500.00	\$1,500.00
Outpatient Lab	\$250.00	\$62.50‡	\$211.00‡	\$250.00
Follow-up X-ray	\$125.00	\$31.25‡	\$43.75‡	\$125.00
Total		\$1,796.25	\$2,564.75	\$2,685.00
		(\$1,500 Individual Deductible has been met; remaining \$296.25 is applicable Coinsurance)	(\$2,500 Individual Deductible has been met; remaining \$64.75 is applicable Coinsurance)	(\$2,700 Individual Deductible has not been met) **

*Total amount paid as preventive service. Deductible does not apply.

** As a reminder, each plan has a family Deductible. Individual Deductibles are combined to meet the family Deductible.

‡Deductible has been satisfied. Balance of Eligible Charge will be paid at applicable Coinsurance percentage.

Example #2:

- This example does not account for the Health Savings Account funds.
- Jane has Family Coverage for herself, her husband and her two kids.
- All care is from In-Network Providers.
- None of the charges are for Emergency room services.
- For simplicity, assume Jane's expenses were all incurred first; her husband's expenses were incurred next; her son's expenses next; and her daughter's expenses were incurred last.

Each family member has the following Eligible Charges:

Family Member	Eligible Charges	Amount Toward Deductible		
		Integrated Core	Integrated Basic	Integrated HDHP/HSA
Jane's Expenses	\$400.00	\$400	\$400	\$400
Husband's Expenses	\$1,700.00	\$1,550*	\$1,700	\$1,700
Son's Expenses	\$1,200.00	\$1,125‡	\$1,200	\$1,200
Daughter's Expenses	\$800.00	\$200‡	\$800	\$800
Total		\$3,275	\$4,100	\$4,100
		(\$3,000 Family Deductible has been met; remaining \$275 is applicable Coinsurance)	(\$5,000 Family Deductible hasn't been met)	(\$5,400 Family Deductible hasn't been met)

*In- Network individual Deductible is met. Balance of Eligible Charge will be paid at applicable Coinsurance percentage.

‡ In-Network family Deductible is met. Balance of Eligible Charge will be paid at applicable Coinsurance percentage.

How Copayments Work

A Copayment is a specific dollar amount that you are asked to pay in order to receive a Covered Service or Supply. Examples of Copayments are the Emergency Room Copayment, Urgent Care Copayment and the Copayment when you are purchasing Generic Drugs. Under the Integrated HDHP/HSA option, you are still responsible for meeting the Deductible even for services with a Copayment. Copayments under all the plan options are applied to your Out-of-Pocket Maximums.

How Coinsurance Works

Coinsurance is a percentage of the Eligible Charge. The Plan pays a percentage of those charges and you also pay a percentage of the charges. Many services that have a Coinsurance amount are first subject to the Deductible. Exceptions are the Coinsurance amounts under the Integrated Core and Integrated Basic options for office visits, services billed as Enhanced network charges, and charges for Prescription Drugs, since these services are not subject to the Deductible. The chart in the *Highlights of the Medical Plan Options* section of this SPD shows the Coinsurance amount that the Plan pays for each of the medical Plan options available.

The Coinsurance amount that you pay will be the difference between the Coinsurance amount that the Plan pays and 100 percent of the Eligible Charge.

How the Out-of-Pocket Maximum Works

The plan limits the amount of money you have to pay out-of-pocket each year for covered services. This is your annual out-of-pocket maximum. Coinsurance amounts, copayment amounts and any expenses you pay toward your deductible apply toward your out-of-pocket maximum. The amount you spend toward prescription drugs will also apply toward your annual out-of-pocket maximum. Once you reach the out-of-pocket limit, the plans pay 100 percent of your covered expenses for the remainder of the year. The out-of-pocket maximum amount is different for each medical plan option – refer to the *Highlights of the Medical Plan Options* section for details.

Note: There are individual out-of-pocket maximums inserted (embedded) within the family out-of-pocket maximum, so no family member would go over their individual out-of-pocket maximum.

There Are Three Different Levels of Benefits

There are three different Benefit levels. The level of Benefits that you receive depends on whether your care is provided by an Enhanced Provider (CHI Facility or your local Clinically Integrated Network Provider), an In-Network Provider (Blue Cross Blue Shield Network Provider), or an Out-of-Network Provider. The highest level of Benefits will be paid for Enhanced Facility and Provider Charges. The next highest level of Benefits will be paid for Eligible Charges incurred for Covered Services and Supplies provided by an In-Network Provider. The lowest level of Benefits will be paid for Eligible Charges incurred for Covered Services and Supplies provided by an Out-of-Network Provider.

Please keep in mind that you will receive the In-Network level of Benefits for services provided by an In-Network Provider, even when an Enhanced CHI Facility or local Clinically Integrated Network Provider is unavailable, unable, or unqualified to perform the services required. In no instance will an In-Network Provider ever be reimbursed at the Enhanced network rate. There will be **no exceptions** made.

With few exceptions, you will receive Benefits at the Out-of-Network level of Benefits if services are provided by an Out-of-Network Provider. Costs for services received from an Out-of-Network Provider/facility are based on a percentage of the Medicare allowable rate for most services.

However, if an In-Network Provider that is qualified to perform a particular service is not available within a 50-mile radius of your home address, Benefits will be paid at the In-Network Provider level of Benefits. Please seek pre-approval from the CHI Medical Plan Customer Service Team at the toll-free telephone number listed on the back of your ID card if you believe there is no In-Network Provider available and are seeking an exception to use an Out-of-Network Provider to be paid at the In-Network Provider level of Benefits. See the *Network Details – Choosing a Provider* section of this SPD.

The Details – What’s Covered and Not Covered

Benefits described in this section will be provided only when you receive services on or after your Coverage Date and the services must be **Medically Necessary**. All Covered Services and Supplies listed in this section are subject to the *General Conditions of Coverage, Exclusions, and Limitations* section of this Summary Plan Description (SPD). If a service or supply is not specifically listed, do **not** assume that it is a Covered Service. Benefits are typically **not** provided for services or supplies that are not specifically mentioned in this SPD.

If you are in doubt about a particular service being covered, or if you have any questions regarding the extent of coverage for a particular service or supply, please contact the CHI Medical Plan Customer Service Team at the toll-free telephone number listed on the back of your ID Card.

For coverage levels, please refer to the *Highlights of the Medical Plan Options* section of this SPD for the Plan option that you elected. Please refer to the *Glossary of Terms* section of this SPD for the definitions of terms that are capitalized. Please refer to the *Notification Requirements and Care Coordination* section of this SPD to find out which services require pre-notification for medical claims or Prior Authorization for Prescription Drug claims.

The *Quick Reference – What’s Covered and Not Covered* section of this SPD may be used for a quick overview; however, please do **not** depend solely on that section of this SPD to obtain all of your Benefits information, as the exclusive use of that section might result in unanticipated out-of-pocket expenses.

The Benefits provided and the expenses that are your responsibility for the Covered Services will depend on whether you use an In-Network or Out-of-Network Provider. For purposes of this section, all Catholic Health Initiatives (CHI) Facilities are covered at a richer enhanced facility Benefit and are not subject to the Deductible.

Services and supplies are listed in alphabetical order, and both Covered Services and Supplies and non-Covered Services and Supplies are listed within this section. If there is a “See Also” notation after a particular heading, please be sure to refer to the section(s) indicated to attain a complete picture of the covered Benefits, the Benefit limitations, and any exclusions. Remember, whenever the terms “you” and “your” are used, we also mean all eligible and enrolled Dependents.

Abortions

Covered:

Abortions are covered in a life-threatening situation where intervention is required.

Not Covered:

Benefits will not be provided for elective abortions except as stated above.

See Also:

Contraceptives and Contraceptive Devices later in this section.

Sterilization Procedures later in this section.

Acupuncture

Covered:

Benefits will be provided for Acupuncture when these services are rendered by a Physician or licensed Acupuncturist. Your Benefits for Acupuncture will be limited to a maximum of 10 visits per Benefit Year. This is a combined maximum for services rendered by an In-Network Provider, and/or an Out-of-Network Provider.

Not Covered:

Benefits will not be provided for Acupuncture services that are not rendered by a Physician or licensed Acupuncturist.

Allergy Testing and Treatment

Covered:

Benefits for allergy testing and treatment are covered 100 percent. Benefits for allergy testing and treatment are subject to the Deductible under the Integrated HDHP/HSA option.

Ambulance Transportation

Covered:

Benefits will be provided for Medically Necessary Ambulance Transportation from your home, or the scene of Accident, Emergency, or Medically Urgent Situation to a Hospital, between Hospitals, between a Hospital and a Skilled Nursing Facility, or from a Hospital or Skilled Nursing Facility to your home.

Not Covered:

Benefits will not be provided for long distance trips or for use of an Ambulance because it is more convenient than other transportation.

See Also:

Inpatient Hospital Care later in this section.

Home Health Care later in this section.

Skilled Nursing Facilities later in this section.

Transplants later in this section.

Transportation and Lodging later in this section.

Ambulatory Surgical Facilities

Covered:

Ambulatory Surgical Facilities are covered under the outpatient level of Benefits.

Anesthesia Services

Covered:

Anesthesia Services and the administration of anesthesia by a Covered Provider are covered if administered at the same time as a covered surgical procedure in a Hospital, Ambulatory Surgical Facility, or surgeon's office. Benefits will also be provided for Anesthesia Services administered by oral and maxillofacial surgeons when such services are rendered in the surgeon's office or Ambulatory Surgical Facility, if such services are also covered under this Plan.

Not Covered:

Benefits will not be provided for anesthesia used during surgical procedures, such as cosmetic procedures, that are not covered under this Plan. Additionally, local or topical anesthesia billed separately from related surgical or medical procedures are not covered.

See Also:

Acupuncture earlier in this section.

Cosmetic Surgery later in this section.

“-ologists” at In-Network and CHI Facilities later in this section.

Surgery later in this section.

Applied Behavior Analysis (ABA) Therapy

Not covered

Benefits will not be provided for ABA therapy

Assistant Surgeons

Covered:

Benefits will be provided for a Physician, Dentist, Podiatrist, or Registered Surgical Assistant who assists the operating surgeon in performing covered Surgery.

Not Covered:

Benefits will not be provided for assistant Surgery services that are not determined to be Medically Necessary or that are for surgical procedures that are not covered under this Plan.

See Also:

Eligible Charges for Multiple Surgical Procedures later in this section.

Surgery later in this section.

Blood and Blood Administration

Covered:

Blood and blood administration, including blood derivatives and blood components are covered under this Plan.

Not covered:

Benefits are not provided for any service that is considered Investigational as it relates to a particular illness.

See Also:

Surgery later in this section.

Cardiac Rehabilitation Services

Covered:

Your Benefits for cardiac rehabilitation services are covered if they are Medically Necessary.

Medically supervised Cardiac rehabilitation (CR) programs may be considered Medically Necessary for patients with a history of the following Conditions and/or procedures:

- Acute myocardial infarction (MI) also known as heart attack;
- Coronary artery bypass graft (CABG) Surgery;
- Percutaneous transluminal coronary angioplasty (PTCA);
- Heart Valve Surgery;

- Heart transplantation;
- Stable Angina pectoris;
- Congestive heart failure; and
- Transmyocardial revascularization.

A cardiac rehabilitation treatment plan may be considered Medically Necessary for three sessions per week for up to a 12-week period (36 sessions). Programs are to start within 90 days of the cardiac event and be completed within six months of the cardiac event.

Chemotherapy Treatments

Covered:

The use of chemical agents to treat or control a serious illness is covered.

Not Covered:

Benefits will not be provided for any service that is considered Investigational as it relates to a particular illness.

See Also:

Cyber Knife Treatments later in this section.

Radiation Therapy Treatments later in this section.

Wigs or Hair Pieces later in this section.

Chiropractic Care

Covered:

Benefits will be provided for muscle manipulations (chiropractic care). Muscle manipulations must be performed by a licensed Chiropractor, Physician, or licensed Massage Therapist. Chiropractic care is limited to a Benefit Year maximum of 20 visits per covered individual for both In-Network and Out-of-Network Providers combined.

Completion of Claim Forms, Reports, or Medical Records

Not Covered:

Benefits are not provided for charges to complete Claim forms, reports, or medical records.

Contraceptives and Contraceptive Devices

Covered:

If you work for a for-profit CHI market*, the following FDA-approved preventive contraception services and prescriptions are covered through the Medical Plan:

- Medical: Patient education and counseling on contraceptives, administration of certain contraceptives (such as the insertion of IUD's or injections) and women's sterilization procedures.
- Prescription drugs: Generic contraceptives, over-the-counter contraceptives with a prescription, and multi-source brand contraceptives (when a doctor determines it medically necessary).

If you work for a non-profit CHI market, you will need to work directly with your medical and prescription plan administrator to receive preventive coverage for the services listed above at 100 percent. Our non-profit business lines fall under a religious exemption to the contraceptive mandate and therefore the Medical Plan does not cover these services.

**For-profit CHI markets include: Center for Translational Research, Harrison Health domestics, Harrison Medical Center, St. Joseph's Regional Services, Mountain Management, Mercy Services Corp., QualChoice Health, Virtual Health Services, CHIPS, UniNet – CHI Health.*

Not Covered:

If you work for a non-profit CHI market, benefits will not be provided for contraceptives (oral or non-oral dosage forms) and contraceptive devices used to prevent conception, even if deemed Medically Necessary. You will need to work directly with your medical and prescription plan administrator to receive preventive contraceptive coverage.

See Also:

Sterilization Procedures later in this section.

Cosmetic Surgery

Covered:

Reconstructive Surgery following a mastectomy or when Medically Necessary to correct damage caused by an Accident, an Accidental Injury, or to correct a congenital defect.

Not Covered:

Benefits will not be provided for cosmetic Surgery and related services and supplies except as stated above.

See Also:

Surgery later in this section.

Consultations

Covered:

Benefits for consultations when you are in Inpatient in a Hospital or Skilled Nursing Facility are covered. The consultation must be requested by your attending Physician and consist of another Physician's advice in the diagnosis or treatment of a Condition which requires special skill or knowledge.

Not Covered:

Benefits will not be provided for a consultation done because of Hospital regulations or by a Physician who renders Surgery or Maternity Service during the same Admission.

Benefits also will not be provided for telephone consultations or providing information concerning a Claim.

Custodial Care Services

Not Covered:

Benefits will not be provided for Custodial Care Services.

See Also:

Home Health Care later in this section.

Skilled Nursing Facilities later in this section.

Cyber Knife Surgery

Covered:

Cyber knife surgery is a covered service if it is used for cancer treatment.

See Also:

Chemotherapy Treatments earlier in this section.

Radiation Therapy Treatments later in this section.

Dental Services

Covered:

Benefits will only be covered under this Plan in the absence of other dental coverage for these procedures or through coordination of medical and dental Benefits, when appropriate. Please see the *Coordination of Your Benefits with Other Plans and Responsible Parties* section of this SPD for information on how the coordination of Benefits works.

Coverage for dental services is limited to the following:

- Dental services rendered by a Dentist or Physician which are required as the result of an Accidental Injury of the teeth, jaws, cheeks, lips, tongue, roof, and floor of the mouth;
- Surgical removal of impacted teeth as an Inpatient or Outpatient procedure in a facility only when you have a medical Condition (such as hemophilia) that required hospitalization;
- Excisions of tumors or cysts of the jaw, cheeks, lips, tongue, roof, and floor of the mouth;
- Labial and lingual frenectomies;
- Excisions of exostoses of the jaws and hard palate (provided that this procedure is not done in preparation for dentures or other prosthesis);
- External incision and drainage of cellulitis;
- Incision of accessory sinuses, salivary glands, or ducts;
- Reduction of dislocation of, or excision of, the temporomandibular joints;
- Surgical Treatment of Temporomandibular Joint Dysfunction (TMJ); and
- Jaw dislocation manipulation.

Treatment for dental injuries must be performed within 12 months of the injury in order for the services to be covered under the Medical Plan.

Not Covered:

Benefits will not be provided for dental services or materials, except as described above. This exclusion includes, but is not limited to, diagnostic and preventive dental services, restorative services, endodontic services, periodontal services, surgical removal of impacted teeth (except as noted above), dental cast restorations, dentures, bridges, orthodontic services, injuries associated with the act of chewing, maxillary and mandibular tooth implants (osseointegration), and non-surgical treatment of Temporomandibular Joint Dysfunction (TMJ) and Related Disorders.

See Also:

Temporomandibular Joint Dysfunction and Related Disorders later in this section.

Diabetes Training ProgramsCovered:

Diabetes training and education programs for the self-management of all types of diabetes mellitus by a Diabetes Educator are covered twice per lifetime for a covered Employee, Spouse, or Child. All covered training or education must be prescribed by a licensed Physician.

This program may be designed to help any type of diabetic and his or her family understand the diabetes disease process and the daily management of diabetes; this includes nutrition education to improve your understanding of your metabolic nutritional Condition and provide you with information to manage your nutritional requirements. Nutrition education related to the diagnosis of diabetes mellitus is appropriate for, but not limited to:

- Glucose intolerance;
- High Blood Pressure;
- Lactose intolerance; and
- Morbid obesity.

Diagnostic ServicesCovered:

Benefits will be provided for those services related to covered Surgery or Medical Care.

See Also:

Genetic Testing later in this section.

Digital Breasts Tomosynthesis (3D Mammograms)Covered:

Benefits will be provided for 3D mammograms based on the following codes:

- 77061 - Digital breast tomosynthesis; unilateral (code is priced as existing code 77055 - Mammography; unilateral)
- 77062 - Digital breast tomosynthesis; bilateral (code is priced as existing code 77056 - Mammography; bilateral)
- 77063 - Screening digital breast tomosynthesis, bilateral (listed separately in addition to code for primary procedure)

Durable Medical EquipmentCovered:

Benefits will be provided for such things as internal cardiac valves, internal pacemakers, mandibular reconstruction devices (not used primarily to support dental prosthesis), bone screws, bolts, nails, plates, and other internal and permanent devices deemed Medically Necessary are covered.

Benefits will also be provided for the rental (but not to exceed the total cost of the equipment) or purchase of durable medical equipment required for temporary therapeutic use provided that this equipment is primarily and customarily manufactured and used to serve a medical purpose. The Claims Administrator will determine whether to pay the rental amount or the purchase price amount for an item, and will also determine the length of any rental term based on the needs of the patient and the cost of the item. Examples of covered items include, but are not limited to, wheelchairs, hospital-type beds, artificial respirators, crutches, casts, oxygen, and equipment needed to administer oxygen.

Benefits will be provided for maintenance and repairs of purchased equipment; however, maintenance needed due to misuse or abuse is not covered. Benefits will also be provided for replacement if needed because of a change in your physical condition and it is likely to cost less to replace the item than to repair the existing item or rent a similar item.

Not Covered:

Benefits will not be provided for items that are not primarily and customarily manufactured and used to serve a medical purpose. Examples of items not covered include, but are not limited to, hot tubs, swimming pools, exercise equipment, braces, splints, appliances, battery implants, humidifiers, air conditioners, elastic stockings or bandages including trusses, lumbar braces, garter belts, and similar items that can be purchased without a prescription.

The Plan limits coverage to one item of equipment for the same or similar purpose and the accessories needed to operate the item. You are responsible for the entire cost of any additional pieces of the same or similar equipment you purchase or rent for personal convenience or mobility.

See Also:

Foot Care and Foot Orthotics later in this section.

General Conditions of Coverage, Exclusions, and Limitations section of this SPD.

Leg, Back, Arm and Neck Braces later in this section.

Medical and Surgical Dressings, Supplies, Casts, Splints, Crutches, and Artificial Eyes later in this section.

Modifications to Homes, Property, or Automobiles later in this section.

Notification Requirements and Care Coordination section of this SPD.

Personal Convenience Items later in this section.

Personal Hygiene, Comfort, and Convenience Items later in this section.

Prosthetic Appliances and Devices later in this section.

Educational or Training Programs

Covered:

Diabetes training programs by Diabetes Educators are covered twice per lifetime. Nutrition and re-education programs are also covered in conjunction with weight loss surgery. Nutritional counseling related to eating disorders is also covered. For details about general nutritional counseling provided through the CHI Wellness Program, call Preventure at 1-844-451-5807.

Not Covered:

With the exception of the above-mentioned programs, Benefits will not be provided for treatment or services that are provided for educational or training purposes.

See Also:

Diabetes Training Programs earlier in this section.

Eligible Charges for Multiple Surgical Procedures

Covered:

If you or one of your Dependents undergo two or more operations during any one time, covered charges for the services of the Physician for each procedure that is clearly identifiable as a separate procedure will be based on:

- 100 percent of Eligible Charges for the first or primary operation; and
- 50 percent of Eligible Charges for the second or subsequent operation.

Emergency Services

Covered:

Benefits for Emergency Accident Care or Emergency Medical Care will be provided at 100 percent of the Eligible Charge after the applicable Copayment if it meets the definition of an Emergency or Medically Urgent Situation as found in the *Glossary of Terms* section of this SPD. This Benefit will be the same when services are rendered from a Catholic Health Initiatives Facility, an In-Network Provider, or an Out-of-Network Provider. The Copayment will be waived if you are admitted as an Inpatient.

Under the Integrated HDHP/HSA option, you must meet the Deductible before the plan begins to pay benefits for Emergency Accident Care and Emergency Medical Care. However, if admitted to the Hospital, the Copayment will be waived, and Inpatient pre-notification requirements, as well as Inpatient Benefits will apply.

See also:

Ambulance Transportation earlier in this section.

Non-Emergency Inpatient Hospital care later in this section.

Non-Emergency Use of the Emergency Room later in this section.

Notification Requirements and Care Coordination section of this SPD.

Eye Examinations and Eye-Related Diagnostic Services

Covered:

Benefits will be provided for eye examinations for the purpose of diagnosing a medical Condition, such as eye exams or refractions to diagnose or treat diabetes. In addition, routine vision exams will be covered, but only for newborns and Children when billed as part of a well-child visit. One eye exam and refraction will be allowed following cataract surgery.

Not Covered:

Benefits will not be provided for examinations to determine the refractive state of the eyes, auditory problems, surveys, case findings, research studies, screenings, or similar procedures and studies, or tests which are Investigational in nature.

See Also:

Eyeglasses, Contact Lenses, or Cataract Lenses later in this section.

Kerato-Refractive Eye Surgery later in this section.

Medical and Surgical Dressings, Supplies, Casts, Splints, Crutches, and Artificial Eyes later in this section.

Optometry Services later in this section.

Vision Services later in this section.

Eyeglasses, Contact Lenses, or Cataract Lenses

Covered:

The first pair of either eyeglasses or contact lenses needed after cataract Surgery, cornea transplantation, or cornea grafting is covered.

Not Covered:

Benefits will not be provided for eyeglasses, contact lenses, or cataract lenses with the exception of the first pair for the Conditions listed above.

See Also:

Eye Examinations and Eye-Related Diagnostic Services later in this section.

Kerato-Refractive Eye Surgery later in this section.

Medical and Surgical Dressings, Supplies, Casts, Splints, Crutches, and Artificial Eyes later in this section.

Optometry Services later in this section.

Vision Services later in this section.

Failure to Keep a Scheduled Appointment

Not Covered:

Benefits will not be provided for charges for failure to keep a scheduled appointment.

Family Members Who Provide Services

Not Covered:

Benefits will not be provided for medical services and supplies provided by a member of your family or household. "Member of your family" means yourself; your Spouse; Legally Domiciled Adult; natural or adoptive parent; Child; sibling; step-parent or step-Child; step or half-brother; step or half-sister; mother-in-law or father-in-law; son-in-law or daughter-in-law; brother-in-law or sister-in-law; grandparent or grandchild; or Spouse of a grandparent or grandchild.

Fertility Treatment

Covered:

Expenses for Covered Services related to the diagnosis and/or medical treatment of Infertility when rendered in conjunction with conception through normal intercourse between a married heterosexual couple are covered. Fertilization must occur within the woman's body.

Your Benefits for the medical treatment of Infertility and all related services and supplies are subject to a Lifetime Maximum of \$15,000 per covered individual. Covered procedures include, but are not limited to, artificial insemination, Gamete Intrafallopian Transfer (GIFT), and Lower Tubal Ovum Transfer. Fertility drugs are limited to a separate Lifetime Maximum of \$5,000 per covered individual.

Not Covered:

Benefits will not be provided for services and supplies rendered or provided for the treatment of fertility in which fertilization takes place outside of the woman's body. Specifically excluded, without limiting this exclusion to these procedures, are all services and supplies related to in-vitro fertilization, embryo transfers, donor charges, Zygote Intrafallopian Transfer (ZIFT), and cryopreservation.

Foot Care and Foot Orthotics

Covered:

Benefits will be provided twice during the Benefit Year for Medically Necessary custom-made foot orthotics provided by an Orthotic Provider. Benefits are also provided for foot care that is determined to be Medically Necessary.

See Also:

Durable Medical Equipment earlier in this section.

Leg, Back, Arm, and Leg Braces later in this section.

Prosthetic Appliances and Devices later in this section.

Genetic Testing

Covered:

Genetic molecular testing (specific gene identification) and related counseling are covered when **both** of the following requirements are met:

- You are an appropriate candidate for a test under medically recognized standards (for example, family background, past diagnosis, etc.); and
- The outcome of the test is expected to determine a covered course of treatment or prevention and is not merely informational.

See Also:

Diagnostic Testing earlier in this section.

Hearing Examinations and Hearing Aids

Covered:

Benefits will be provided for hearing examinations for the purpose of diagnosing a medical Condition. In addition, routine hearing examinations will be covered, but only for newborns and Children when billed as routine and included as a part of a well-child visit.

Not Covered:

Benefits will not be provided for pure tone audiometry tests, when part of a routine diagnosis. Benefits are not provided for hearing aids or the examinations for the prescription or fitting of hearing aids.

Home Health Care

Covered:

Comprehensive medical Covered Services will include charges by a Home Health Care Program or agency for:

- Private Duty Nursing Services;
- Part-time or intermittent home care by a home health aide;
- Physical, Occupational, Speech, or respiratory therapy;
- Intermittent services of a registered dietician or social worker;
- Part-time or intermittent home care by any other individual of the home health care team;
- Drugs and medicines which require a Physician's prescription, as well as other supplies prescribed by the attending Physician; or
- Laboratory services;

The above charges are covered only to the extent that such services and supplies are provided under the terms of a Home Health Care Plan. These Covered Services are subject to all provisions of the Medical Plan that would apply to any other medical treatment or service.

The home health care services must be rendered in accordance with a prescribed Home Health Care Plan. The Home Health Care Plan must be:

- Established prior to the initiation of the home health care services;
- Prescribed by the attending Physician at least once every 30 days; and
- Required as a result of an Illness or Accidental Injury.

Pre-notification is required prior to the initiation of home health care to assist you or your Dependent in determining whether or not the proposed treatment or service is appropriate for reimbursement under this Plan.

The general comprehensive medical limitations and maximums listed in this SPD will apply to home health care.

Not Covered:

Comprehensive medical Covered Services for home health care will not include:

- Services or supplies not included in the Home Health Care Plan;
- The services of any person in your or your Dependent's immediate family, or any person who normally lives in your or your Dependent's home;
- Custodial Care (services or supplies provided to assist a person in daily living, e.g., meals and personal grooming); or
- Transportations services.

See Also:

Ambulance Transportation earlier in this section.

Family Members Who Provide Services earlier in this section.

Personal Hygiene, Comfort, and Convenience Items later in this section.

Hospice Care Program Services

Covered:

Benefits will be provided for Hospice Care Program Services as described below when these services are rendered to you by a Hospice Care Program Provider. However, for Benefits to be available, you must have a terminal Illness with a life expectancy of 12 months or less, as certified by your attending Physician; and you will no longer benefit from standard Medical Care or have chosen to receive Hospice care rather than standard care. Also, a family member or friend should be available to provide custodial type care between visits from the Hospice Care Program Providers if Hospice care is being provided in the home.

The following are eligible Hospice Care Program Providers:

- Hospice facility;
- Hospital;
- Convalescent facility; and
- Home Hospice.

The following services are covered under the Hospice Care Program:

- Home Health Care;
- Medical supplies and dressings;
- Prescription medication;
- Skilled and non-Skilled Nursing Services;
- Occupational Therapy;
- Pain management services;

- Physical Therapy;
- Physician visits;
- Medical social services under the direction of a Physician;
- Psychological and dietary counseling; and
- Bereavement counseling.

Benefit payment for Covered Services rendered by a Hospice Care Program Provider will be provided at the same level as Inpatient Hospital Covered Services.

See Also:

Family Members Who Provide Services earlier in this section.

Notification Requirements and Care Coordination section of this SPD.

Personal Hygiene, Comfort, and Convenience Items later in this section.

Hospitalizations or Other Services and Supplies Which Are Not Medically Necessary Not Covered:

Benefits will not be provided for services which are not determined to be Medically Necessary.

Hospitalization is not Medically Necessary when, in reasonable medical judgment, the medical services provided did not require an acute Hospital Inpatient (overnight) setting, but could have been provided in a Physician's office, the Outpatient department of a Hospital, or some other setting without adversely affecting the patient's Condition.

Examples of hospitalization and other health care services that are not Medically Necessary include but are not limited to:

- Hospital Admissions for or consisting primarily of observation and/or evaluation that could have been provided safely and adequately in some other setting, e.g., a Physician's office or Hospital Outpatient department;
- Hospital Admissions primarily for diagnostic studies (x-ray, laboratory and pathological services, and machine diagnostic tests) which could have been provided safely and adequately in some other setting, e.g., Hospital Outpatient department or Physician's office;
- A continued Inpatient Hospital care, when the patient's medical symptoms and Condition no longer require continued stay in a Hospital;
- Hospitalization or Admission to a Skilled Nursing Facility, nursing home, or other facility for primary purposes of providing Custodial Care Services, convalescent care, rest cures, or domiciliary care to the patient;
- Hospitalization or Admission to a Skilled Nursing Facility for the convenience of the patient or Physician or because care in the home is not available or is unsuitable; and
- The use of skilled or private duty nurses to assist in daily living activities or routine supportive care or to provide services for the convenience of the patient and/or family members.

The examples above do not comprise an exhaustive list of hospitalizations or other services and supplies that are not Medically Necessary.

The Claims Administrator will make the decision whether hospitalizations or other health care services or supplies are Medically Necessary and whether they are eligible for payment under the terms of the Medical Plan.

In some instances, this decision may be made by the Claims Administrator after you have been hospitalized or have received other health care services and after a Claim for payment has been submitted. The fact that your Physician may prescribe, order, recommend, approve, or view hospitalization or other health care services or supplies as Medically Necessary, does not make the hospitalization, services, or supplies Medically Necessary under the Medical Plan and does not mean that hospitalization, services, or supplies will be covered under the Plan.

See Also:

Assistant Surgeons earlier in this section.

Inpatient Hospital Care later in this section.

Outpatient Hospital Care later in this section.

Physicians later in this section.

Skilled Nursing Facilities later in this section.

Surgery later in this section.

Human Organ Transplants

Covered:

The following human-to-human organ transplant procedures will be considered Covered Services, subject to all limitations and maximums described in this SPD, for a patient that is covered under this Plan. Benefits will only be covered for Medically Necessary procedures that are not Investigational for your specific Condition. These include:

- Cornea;
- Kidney;
- Bone Marrow;
- Peripheral stem cell infusion;
- Heart Valve;
- Muscular-skeletal;
- Parathyroid;
- Heart;
- Lung;
- Heart/lung;
- Liver;
- Pancreas;
- Small bowel;
- Pancreas/Kidney; and
- Tissue transplants.

Benefits are available to both the recipient and donor of a transplant as follows:

- If both the donor and the recipient have coverage, each will have their Benefits paid by their own Plan.
- If you are the recipient of the transplant, and the donor for the transplant has no coverage from any other source, the Benefits described in this section of the SPD will be provided for both you and the donor. In this case, payments made for the donor will be charged against your Benefits.
- If you are the donor for the transplant and no other coverage is available to you from any other source, the Benefits described in this SPD will be provided for you. However, no Benefits will be provided for the recipient.

Benefits will be provided for:

- Inpatient and Outpatient Covered Services related to the transplant Surgery;
- Evaluation, preparation, and delivery of the donor organ;
- Removal of the organ from the donor; and
- Transportation of the donor organ to the location of the transplant Surgery; however, Benefits will be limited to the transportation of the donor organ in the United States or Canada.

In addition to the above provisions, Benefits for heart, lung, heart/lung, liver, pancreas, or pancreas/kidney transplants will be provided as follows:

- The CHI Medical Plan Customer Service Team will furnish you with the names of Hospitals which are approved Human Organ Transplant Program Hospitals or you may use a CHI Facility.
- Covered Services will include cryopreservation and storage of bone marrow or peripheral stem cells when the cryopreservation and storage is part of a protocol of high dose Chemotherapy, which has been determined to be Medically Necessary.
 - The Benefit for cryopreservation and storage of bone marrow or peripheral stem cells will not exceed \$10,000 per approved transplant in a non-CHI Facility Hospital or a hospital that is not a Human Organ Transplant Program Hospital.
- If you are the recipient of the transplant, Benefits will be provided for reasonable, demonstrated transportation, lodging, and meals for you and a companion. If the recipient of the transplant is a Dependent Child under the age of 19, Benefits for transportation, lodging, and meals will be provided for two companions. For Benefits to be available, your place of residency must be more than 50 miles from the Hospital where the transplant will be performed.
 - Benefits for reasonable, demonstrated transportation, lodging, and meals are limited to a maximum of \$10,000 per transplant. This includes all transplants.

Not Covered:

Benefits will not be provided for:

- Transportation, lodging and meal expense if services are not provided by a Human Organ Transplant Program Hospital or a CHI Facility Hospital;
- Transplants that are not Medically Necessary or are Investigational in nature;
- Cardiac rehabilitation services when not provided to the transplant recipient immediately following discharge from a Hospital for transplant Surgery;
- Travel time and related expenses required by a Provider;
- Drugs which are Investigational or do not have approval of the Food and Drug Administration;
- Cryopreservation and storage, except as described above;
- Animal-to-human organ transplants;
- Implantation within the human body of artificial or mechanical devices designed to replace human organ(s); and
- Services provided to any individual who is not the recipient or actual donor unless specified above.

See Also:

Notification Requirement and Care Coordination section of this SPD.

Surgery later in this section.

Travel and Lodging later in this section.

Inpatient Hospital Care

Covered:

The following are Covered Services when you receive them as an Inpatient in a Hospital:

- Bed, board and general nursing care when you are in
 - A semi-private room;
 - A private room, when Medically Necessary;
 - An Intensive Care Unit; or
 - A Coronary Care Unit.
- Ancillary services (such as operating rooms, drugs, surgical dressings, x-rays, and lab work)

If you are in a private room, Benefits will be limited by the Hospital's rate for its most common type of room with two or more beds, unless the use of a private room is determined to be Medically Necessary.

Not Covered:

Benefits will not be provided for hospitalizations which are not Medically Necessary. Additionally, personal hygiene, comfort and convenience items such as telephones, televisions, and guest trays are not covered.

See Also:

Ambulance Transportation earlier in this section.

Anesthesia Services earlier in this section.

Assistant Surgeons earlier in this section.

Blood and Blood Administration earlier in this section.

Cardiac Rehabilitation Services earlier in this section.

Chemotherapy Treatments earlier in this section.

Completion of Claim Forms, Reports, or Medical Records earlier in this section.

Custodial Care Services earlier in this section.

Diagnostic Services earlier in this section.

Emergency Services earlier in this section.

Family Members Who Provide Services earlier in this section.

Genetic Testing earlier in this section.

Home Health Care earlier in this section.

Hospice Care Program Services earlier in this section.

Hospitalizations or Other Services and Supplies That Are Not Medically Necessary earlier in this section.

Notification Requirements and Care Coordination section of this SPD.

Occupational Therapy later in this section.

"-ologists" at In-Network and CHI Facilities later in this section.

Outpatient Hospital Care later in this section.

Oxygen and Its Administration later in this section.

Personal Hygiene, Comfort, or Convenience Items later in this section.

Physical Therapy later in this section.

Physicians later in this section.

Pre-Admission Testing later in this section.

Radiation Therapy Treatments later in this section.

Shock Therapy Treatments later in this section.

Skilled Nursing Facilities later in this section.

Speech Therapy later in this section.

Substance Abuse Rehabilitation Treatment later in this section.

Surgery later in this section.

X-Ray and Laboratory Services later in this section.

Kerato-Refractive Eye Surgery

Not Covered:

Benefits will not be provided for treatment or services or materials for Kerato-Refractive Eye Surgery (Surgery to improve near-sightedness and/or astigmatism by changing the shape of the cornea, including but not limited to radial keratotomy and keratomileusis Surgery).

See Also:

Eye Examinations and Eye-Related Diagnostic Services earlier in this section.

Eyeglasses, Contact Lenses and Cataract Lenses earlier in this section.

Medical and Surgical Dressings, Supplies, Casts, Splints, Crutches, and Artificial Eyes later in this section.

Optometry Services later in this section.

Vision Services later in this section.

Leg, Back, Arm and Neck Braces

Covered:

Benefits will be provided for leg back, arm, and neck braces.

See Also:

Durable Medical Equipment earlier in this section.

Foot Care and Foot Orthotics earlier in this section.

Medical and Surgical Dressings, Supplies, Casts, Splints, Crutches, and Artificial Eyes later in this section.

Modifications to Homes, Property, or Automobiles later in this section.

Prosthetic Appliances and Devices later in this section.

Marriage Counseling

Covered:

Benefits will be provided for Marriage Counseling when provided by a pastoral counselor, licensed mental health counselor, Licensed Marriage and Family Therapist or a licensed Psychologist.

When you receive Covered Services in an In-Network Provider's office for marriage counseling, these services will be paid at the same level of Benefits as an office visit.

Massage Therapy

Covered:

Benefits will be provided for Massage Therapy if it is determined to be Medically Necessary and prescribed by a Physician for chronic pain. This can be performed by a Physician or a licensed Massage Therapist. If performed by a licensed Massage Therapist, this therapy must be furnished under a written plan established by a Physician and regularly reviewed by the therapist and Physician.

The plan must be established before treatment is begun and must relate to the type, amount, frequency, and duration of therapy and indicate the diagnosis and anticipated goals.

Benefits shall not be provided for maintenance Massage Therapy. Benefits for Massage, Occupational, Physical, and Speech Therapies will have a combined Benefit limit of 30 visits per Benefit Year per covered individual. This is a combined limit between visits to In-Network and Out-of-Network Providers. CHI Facilities are not subject to this 30-visit limitation.

Not Covered:

Benefits will not be provided for Maintenance Massage Therapy.

See Also:

Occupational Therapy later in this section.

Physical Therapy later in this section.

Speech Therapy later in this section.

Mastectomy and Related Services

Covered:

Benefits for Covered Services related to mastectomies are the same as for any other Condition.

Covered Services include, but are not limited to:

- Reconstruction of the breast on which the mastectomy has been performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- Prostheses and physical complications of all stages of the mastectomy including, but not limited to lymphedemas.

See Also:

Medical and Surgical Dressings, Supplies, Casts, Splints, Crutches, and Artificial Eyes later in this SPD.

Prosthetic Appliances and Devices later in this SPD.

Maternity Services

Covered:

Your Benefits for Maternity Services are the same as your Benefits for any other Condition. Benefits will be provided for Covered Services rendered by a Physician, Physician's Assistant, Nurse Practitioner, or Certified Nurse-Midwife.

Benefits will be paid for Covered Services received in connection with both normal pregnancy and complications of pregnancy. The following Preventive Care services related to Maternity Services will be covered at 100 percent, as required by the Patient Protection and Affordable Care Act:

- Purchase of a standard (non-hospital grade) electric breast pump within the first 60 days following delivery;
- Purchase of a manual breast pump within the first 12 months (365 days) following delivery;
- Rental of a heavy duty electrical (hospital grade) breast pump for the period of time that a newborn is detained in the hospital; and
- For women using a breast pump from a prior pregnancy, a new set of breast pump supplies will be covered with each subsequent pregnancy within the first 12 months following delivery.
- Prenatal care received by a pregnant female is limited to pregnancy-related physician office visits including the initial and subsequent history and physical exams of the pregnant woman (maternal

weight, blood pressure and fetal heart rate check). Prenatal physician office visits will only be covered at 100 percent if they are billed separately from other services that are not covered at 100 percent as Preventive Care.

If the newborn Child needs treatment for an Illness or Accidental Injury, the newborn must be enrolled in the Medical Plan as a Dependent. You must enroll your newborn within 60 days after birth for the infant to be covered under the Plan. If enrolled within 60 days of birth, the newborn's coverage will be effective from the date of the birth.

Not Covered:

Benefits will not be provided for nursery charges once the mother is discharged from the Hospital or any other charges not explicitly listed above as a Covered Service if your newborn does not meet the definition of a Dependent Child or if the newborn is not enrolled in the Plan within 60 days of birth.

See Also:

Adding or Dropping Coverage section of this SPD.

Glossary of Terms section of this SPD.

Notification Requirements and Care Coordination section of this SPD.

Prenatal Care Program later in this section.

Personal Hygiene, Comfort and Convenience Items later in this section.

Medical and Surgical Dressings, Supplies, Casts, Splints, Crutches, and Artificial Eyes

Covered:

Benefits are provided for medical and surgical dressings, supplies, casts, splints, crutches, and artificial eyes.

See Also:

Durable Medical Equipment earlier in this section.

Foot Care and Foot Orthotics earlier in this section.

Leg, Back, Arm and Neck Braces earlier in this section.

Modifications to Homes, Property, or Automobiles later in this section.

Prosthetic Appliances and Devices later in this section.

Mental Health Services

Covered:

Benefits for all of the Covered Services previously described in this SPD are available for the diagnosis and/or treatment of an Illness Affecting Mental Health. Medical Care for the treatment of an Illness Affecting Mental Health is covered when rendered by a:

- Physician;
- Psychologist, Clinical Social Worker, or Clinical Professional Counselor working within the scope of his or her license;
- Spiritual counselor who holds a pastoral counseling degree; or
- Licensed Marriage Family Therapist.

Additional counselors may also be covered when supervised by a Physician. Please contact the CHI Medical Plan Customer Service Team at the toll-free telephone number listed on the back of your ID card for more information.

See Also:

Completion of Claim Forms, Reports, or Medical Records earlier in this section.

Custodial Care Services earlier in this section.

Failure to Keep a Scheduled Appointment earlier in this section.

Hospitalizations or Other Services and Supplies Which Are Not Medically Necessary earlier in this section.

Marriage Counseling earlier in this section.

Notification Requirements and Care Coordination section of this SPD.

Residential Treatment Facilities later in this section.

Substance Abuse Rehabilitation Treatment later in this section.

Modifications to Homes, Property, or Automobiles

Not Covered:

Benefits shall not be provided for modifications made to a home, property, or automobile, such as ramps, elevators, spas, and car hand controls.

See Also:

Durable Medical Equipment earlier in this section.

Foot Care and Foot Orthotics earlier in this section.

Leg, Back, Arm and Neck Braces earlier in this section.

Medical and Surgical Dressings, Supplies, Casts, Splints, Crutches, and Artificial Eyes earlier in this section.

Prosthetic Appliances and Devices later in this section.

Non-Emergency Use of the Emergency Room

Covered:

Benefits for non-Emergency use of the Emergency room will be provided based on the *Highlights of the Medical Plan Options*.

See Also:

Emergency Services earlier in this section.

Non-Prescription Drug Medications

Covered:

Benefits will be provided for Vitamin B-12 injections when determined to be Medically Necessary.

Additionally, enteral feedings will be covered as part of a Hospice Care Program Service or if the sole source of feeding, such as for someone who has oral or throat cancer.

Not Covered:

Benefits shall not be provided for drugs or medicines that do not require a Physician's prescription, vitamins (except Vitamin B-12 injections when determined to be Medically Necessary), minerals, nutritional supplements (except enteral feedings in relation to Hospice), or special diets (whether they require a Physician's prescription or not).

See Also:

Prescription Drugs later in this section.

Occupational Therapy

Covered:

Benefits will be provided for Occupational Therapy when these services are rendered by a registered Occupational Therapist under the supervision of a Physician. This therapy must be furnished under a written plan established by a Physician and regularly reviewed by the therapist and Physician. The plan must be established before treatment begins and must relate to the type, amount, frequency, and duration of therapy and indicate the diagnosis and anticipated goals.

Benefits for Massage, Occupational, Physical, and Speech Therapies will have a combined Benefit limit of 30 visits per Benefit Year per covered individual. This is a combined limit between visits to In-Network and Out-of-Network Providers. CHI Facilities are not subject to this 30 visit limitation.

Not Covered:

Benefits shall not be provided for Maintenance Occupational Therapy.

See Also:

Massage Therapy earlier in this section.

Physical Therapy later in this section.

Speech Therapy later in this section.

Office Visits

Covered:

Benefits will be provided for office visits as set forth in this section. The office visit benefit includes the consultation with a physician regarding the diagnosis and treatment of a medical condition, as well as any services bundled with the office visit claim (meaning services performed by the provider, at the provider's office and during the office visit). Office visits for preventive care (such as a routine physical) are covered as described in the *Preventive or Wellness Care* section.

Not Covered:

Any services that are provided by a different provider or at a different location (such as lab services, x-rays, office procedures or other ancillary charges) are not covered under the office visit benefit. These services are still covered under the Plan, but will be subject to applicable Coinsurance and Deductible.

See Also:

Physicians later in this section.

Preventive or Wellness Care later in this section.

Routine Physical Exams earlier in this section.

Outpatient Hospital Care

Covered:

The following are examples of Covered Services when you receive them from a Hospital as an Outpatient:

- Surgery and any related Diagnostic Services received on the same day as the Surgery;
- Radiation therapy treatments;
- Chemotherapy;
- Shock therapy treatments;

- Renal Dialysis Treatments – if received in a Hospital, a Dialysis Facility, or in your home under the supervision of a Hospital or Dialysis Facility Provider;
- Diagnostic Services – when you are an Outpatient and these services are related to Surgery or Medical care;
- Emergency Accident Care;
- Emergency Medical Care; and
- Outpatient Surgery.

Outpatient Hospital care does not require pre-notification.

See Also:

Ambulance Transportation earlier in this section.

Anesthesia Services earlier in this section.

Assistant Surgeons earlier in this section.

Blood and Blood Administration earlier in this section.

Cardiac Rehabilitation Services earlier in this section.

Chemotherapy Treatments earlier in this section.

Completion of Claim Forms, Reports, or Medical Records earlier in this section.

Diagnostic Services earlier in this section.

Emergency Services earlier in this section.

Family Members Who Provide Services earlier in this section.

Genetic Testing earlier in this section.

Hospitalizations or Other Services and Supplies That Are Not Medically Necessary earlier in this section.

Inpatient Hospital Care earlier in this section.

Occupational Therapy later in this section.

“-ologists” at Network and CHI Facilities later in this section.

Oxygen and Its Administration later in this section.

Personal Hygiene, Comfort, or Convenience Items later in this section.

Physical Therapy later in this section.

Physicians later in this section.

Pre-Admission Testing later in this section.

Preventive or Wellness Care later in this section.

Radiation Therapy Treatments later in this section.

Shock Therapy Treatments later in this section.

Speech Therapy later in this section.

Substance Abuse Rehabilitation Treatment later in this section.

Surgery later in this section.

X-Ray and Laboratory Services later in this section.

“-ologists” at In-Network and CHI Facilities

Covered:

When you seek Inpatient or Outpatient Hospital treatment at a CHI Facility or an In-Network Provider, Benefits for pathologists, radiologists, anesthesiologists, and emergency room specialists will be provided at the In-Network percentage level after you have met your In-Network Deductible, even if it is for an Out-of-Network Provider; however, if the Out-of-Network Provider’s fee was reduced, you may be billed for the balance.

Not Covered:

This does not apply to assistant surgeons.

See Also:

Anesthesia Services earlier in this section.

Optometry Services

Covered:

Benefits will be provided for services which may be legally rendered by an Optometrist, provided that Benefits would have been provided had such services been rendered by a Physician.

Not Covered:

Benefits will not be provided for Optometry services that are covered under the CHI Vision Plan.

See Also:

Eye Examinations and Eye-Related Diagnostic Services earlier in this section.

Eyeglasses, Contact Lenses, or Cataract Lenses earlier in this section.

Kerato-Refractive Eye Surgery earlier in this section.

Medical and Surgical Dressings, Supplies, Casts, Splints, Crutches, and Artificial Eyes later in this section.

Vision Services later in this section.

Oxygen and Its Administration

Covered:

Benefits will be provided for oxygen and its administration.

Personal Hygiene, Comfort, or Convenience Items

Not Covered:

Benefits shall not be provided for personal hygiene, comfort, or convenience items commonly used for other than medical purposes, such as air conditioners, humidifiers, physical fitness equipment, televisions, and telephones.

See Also:

Inpatient Hospital Care earlier in this section.

Outpatient Hospital Care earlier in this section.

Skilled Nursing Facilities later in this section.

Physical Therapy

Covered:

Benefits will be provided for Physical Therapy when rendered by a registered professional Physical Therapist under the supervision of a Physician. The therapy must be furnished under a written plan established by a Physician and regularly reviewed by the therapist and the Physician. The plan must be established before treatment is begun and must relate to the type, amount, frequency, and duration of therapy and indicate the diagnosis and anticipated goals.

Benefits for Massage, Occupational, Physical, and Speech Therapies will have a combined benefit limit of 30 visits per Benefit Year per covered individual. This is a combined limit between visits to

In-Network and Out-of-Network Providers. CHI Facilities are not subject to this 30 visit limitation.

Not Covered:

Benefits shall not be provided for Maintenance Physical Therapy.

See Also:

Massage Therapy earlier in this section.

Occupational Therapy earlier in this section.

Speech Therapy later in this section.

Physicians

Covered:

Benefits will be provided for the following Covered Services:

- Office visits;
- Hospital visits and visits to other covered facilities;
- Physician's visits in your home;
- Surgery, whether Inpatient or Outpatient;
- Diagnostic Services;
- Medical care;
- Care for Accidental Injuries;
- Emergency Medical Care; and
- Certain consultations.

However, the above is not an exhaustive list of the types of Covered Services and Supplies that might be provided by your Physician

Not Covered:

Benefits shall not be covered for services provided by:

- Athletic trainers;
- Dental assistants or dental hygienists;
- Hypnotists;
- Homeopathic medical Providers;
- Priests and other religious affiliates;
- Naturopaths;
- Opticians;
- Orthodontists;
- Residents, interns, or other Employees of Hospitals or Skilled Nursing Facilities who bill separately for their services and are not listed as Providers or Professional Providers in the *Glossary of Terms* section of this SPD; and
- Other non-traditional medical Providers.

See Also:

Completion of Claim Forms, Reports, or Medical Records earlier in this section.

Failure to Keep a Scheduled Appointment earlier in this section.

"-ologists" at In-Network and CHI Facilities earlier in this section.

Providers or Professional Providers in the *Glossary of Terms* section of this SPD.

Pre-Admission TestingCovered:

Benefits will be provided for preoperative tests given to you as an Outpatient to prepare you for Surgery which you are scheduled to have as an Inpatient, provided the Benefits would have been available to you had you received these tests as an Inpatient in a Hospital.

These tests are considered part of your Inpatient Hospital Surgical stay.

See Also:

Inpatient Hospital Care earlier in this section.

Surgery later in this section.

Prenatal Care ProgramCovered:

The prenatal care program is a voluntary program designed to help mothers-to-be understand and manage every stage of pregnancy from the first trimester through newborn care. To enroll, call Preventure at 1-844-451-5807 before the third trimester of pregnancy. A representative will ask you several questions about your health and enroll you in the program. As a Participant you will receive materials related to the gestational development of your baby.

See Also:

Maternity Services earlier in this section.

Prescription DrugsCovered:

Benefits will be provided for certain Prescription Drugs or medications through the Prescription Drug Program. Covered drugs are limited to those taken orally, absorbed through the skin, and certain injected Prescription Drugs. Benefits will be provided only if such drugs are Medically Necessary. Prescription Drugs may be dispensed through a retail Pharmacy or the mail-order drug program. The following are considered covered drugs under the Prescription Drug Program:

- Federal legend drugs;
- State restricted drugs;
- Compound medications of which at least one ingredient is a legend drug;
- Insulin;
- Needles and syringes;
- Over-the-counter diabetic supplies;
- Legend topical fluoride products;
- Retin-A (cream, gel and liquid dosage forms) and Avita for patients up to and including age 35;
- All legend vitamins;
- Self-administered injectables;
- Fertility medications (Limited to a lifetime maximum of \$5,000 per individual); and
- Contraceptive jellies, creams, foams, devices, implants, or injections (refer to *Contraceptives and Contraceptive Devices* section for coverage details);
- Oral contraceptives (refer to *Contraceptives and Contraceptive Devices* section for coverage details).

Not Covered:

The following shall not be considered covered drugs under the Prescription Drug Program for the following:

- Non-federal legend drugs;
- Contraceptive jellies, creams, foams, devices, implants, or injections (refer to *Contraceptives and Contraceptive Devices* section for coverage details);
- Mifeprex (morning after pill);
- Oral contraceptives (refer to *Contraceptives and Contraceptive Devices* section for coverage details);
- Injectable medications (except self-administered medications);
- Smoking deterrents;
- Retin-A (dosage form gel or liquid) for patients age 36 and older;
- Drugs used to treat impotency;
- Therapeutic devices or appliances (not covered under the Prescription Drug Benefit but may be covered under the medical Benefits);
- Ostomy supplies (not covered under the Prescription Drug Benefit but may be covered under the medical Benefits);
- Biologicals, immunizations, insulin pumps, allergy serums, vaccines, blood, and blood plasma (not covered under the Prescription Drug Benefit but may be covered under the medical Benefits);
- Drugs whose sole purpose is to promote or stimulate hair growth;
- Drugs prescribed for cosmetic purposes;
- Drugs labeled, “Caution-limited by Federal law to Investigational use” or experimental drugs, even if a charge is made to the individual;
- Medication for which the cost is recoverable under any Workers’ Compensation or Occupational Disease Law or any State or Governmental Agency, or medication furnished by any other Drug or Medical Service for which no charge is made to the Employee or Dependent;
- Any prescription filled in excess of the number of refills specified by the Physician; or
- Any refill dispensed after one year from the Physician’s original prescription.

See Also:

Appealing a Denied Medical or Pharmacy Claim section of this SPD.

Durable medical Equipment earlier in this section

Medical and Pharmacy Claims Procedures section of this SPD.

Contraceptives and Contraceptive Devices earlier in this section.

Network Details – Choosing a Provider section of this SPD.

Non-Prescription Drug Medications earlier in this section.

Notification Requirements and Care Coordination section of this SPD.

Smoking Cessation Later in this section.

Preventive or Wellness CareCovered:

Benefits will be provided for Covered Services for Preventive or Wellness Care rendered to you, even though you are not ill.

Covered services include but are not limited to the following:

- Immunizations;
- Routine history and physical examinations;
- Routine history and gynecological exams;
- Pap smears;
- Routine history and pediatric exams (well-child visits);
- Routine Colonoscopies;
- Routine Preventive Care tests and laboratory screenings;
- Routine mammograms;
- Routine prostate tests;
- Routine vision and hearing exams, but only for newborns and Children when billed as routine or included as part of a well Child visit;
- Counseling for tobacco cessation, weight loss and/or misuse of alcohol or drugs.

Other services may be covered based on the current recommendations of the United States Preventive Services Task Force and the Health Resources and Services Administration.

See Also:

Office Visits earlier in this section.

Routine Physical Exams earlier in this section.

Smoking Cessation later in this section.

Prosthetic Appliances and Devices

Covered:

Benefits will be provided for prosthetic devices, special appliances, and surgical implants when they are required to replace all or part of:

- An organ or tissue of the human body, or
- The function of a non-functioning or malfunctioning organ or tissue.

Benefits will also include adjustments, repairs, and replacements of covered prosthetic devices, special appliances, and surgical implants when required because of wear or change in a patient's Condition.

Not Covered:

Benefits shall not be provided for dental appliances.

Additionally, Benefits will not be provided for prosthetic devices, special appliances, and surgical implants which are for cosmetic purposes, the comfort and convenience of the patient, or unrelated to the treatment of an Illness or Accidental Injury.

See Also:

Durable Medical Equipment earlier in this section.

Foot Care and Foot Orthotics earlier in this section.

Leg, Back, Arm and Neck Braces earlier in this section.

Medical and Surgical Dressings, Supplies, Casts, Splints, Crutches, and Artificial Eyes earlier in this section.

Modifications to Homes, Property, or Automobiles earlier in this section.

Temporomandibular Joint Dysfunction and Related Disorders later in this section.

Radiation Therapy Treatments

Covered:

The use of Radiation Therapy Treatments to treat or control a serious Illness is covered.

Not Covered:

Benefits shall not be provided for any service that is considered Investigational as it relates to a particular Illness.

See Also:

Chemotherapy Treatments earlier in this section.

Cyber Knife Treatments earlier in this section.

Residential Treatment Facilities

Covered:

Benefits for Diagnostic Tests, X-Ray and Laboratory charges related to the residential treatment will be covered. Benefits will also be provided for room and board charges with proper prior authorization.

Not Covered:

Benefits shall not be provided for halfway houses or boarding houses.

See Also:

Mental Health Services earlier in this section.

Substance Abuse Rehabilitation Treatment later in this section.

Routine Physical Exams

Covered:

Routine physical exams are covered under preventive and Wellness Care per ACA guidelines.

See Also:

Preventive and Wellness Care later in this section.

Self Help Programs

Not Covered:

Benefits shall not be provided for self-help programs and self-cure products, drugs or herbal remedies.

Shock Therapy Treatments

Covered:

Benefits will be provided for shock therapy treatments.

Skilled Nursing Facilities

Covered:

Benefits will be provided for the following Covered Services when you receive them in a skilled Nursing Facility:

- Bed, board, and general nursing care; and
- Ancillary services, such as, but not limited to, drugs and surgical dressings or supplies.

Not Covered:

Benefits shall not be provided for an uncertified Skilled Nursing Facility.

See Also:

Ambulance Transportation earlier in this section.

Cardiac Rehabilitation Services earlier in this section.

Custodial Care Services earlier in this section.

Family Members Who Provide Services earlier in this section.

Hearing Examinations and Hearing Aids earlier in this section.

Home Health Care earlier in this section.

Hospice Care Program Services earlier in this section.

Hospitalizations or Other Services and Supplies Which Are Not Medically Necessary earlier in this section.

Notification Requirements and Care Coordination section of this SPD.

Oxygen and its Administration earlier in this section.

Personal Hygiene, Comfort, and Convenience Items later in this section.

Sleep Apnea Treatment

Covered:

Benefits will be provided for obstructive sleep apnea diagnosis and treatments.

Not Covered:

Benefits shall not be provided for snoring without a diagnosis of obstructive sleep apnea.

Smoking/Tobacco Cessation Prescription Drugs

Covered:

Smoking/tobacco cessation prescription drugs are covered 100 percent as a preventive benefit if prescribed by a physician through the Medical Plan. You can also participate in the smoking cessation program through the CHI Wellness Program.

Not Covered:

Benefits shall not be provided for treatment or services of smoking/tobacco cessation, except as specifically provided above.

See Also:

Preventive or Wellness Care earlier in this section

Speech Therapy

Covered:

Benefits will be provided for Speech Therapy, including Speech Therapy required due to developmental delay, when these services are rendered by a licensed Speech Therapist or a Speech Therapist certified by the American Speech and Hearing Association under the supervision of a Physician. The therapy must be furnished under a written plan established by a Physician and regularly reviewed by the therapist and the Physician. The plan must be established before treatment is begun and must relate to the type, amount, frequency, and duration of therapy and indicate the diagnosis and anticipated goals. Inpatient Speech Therapy Benefits will be provided only if Speech Therapy is not the only reason for Admission.

Benefits for Massage, Occupational, Physical, and Speech Therapies will have a combined benefit limit of 30 visits per Benefit Year per covered individual. This is a combined limit between visits to In-Network and Out-of-Network Providers. CHI Facilities are not subject to this 30 visit limitation.

Not Covered:

Benefits will not be provided for Maintenance Speech Therapy.

See Also:

Massage Therapy earlier in this section.

Occupational Therapy earlier in this section.

Physical Therapy earlier in this section.

Sterilization Procedures

Covered:

Benefits will be provided for the reversal of sterilization procedures, including reverse tubal ligations and reverse vasectomies.

Not Covered:

Benefits shall not be provided for elective sterilization procedures, including tubal ligations and vasectomies.

See Also:

Abortions earlier in this section.

Contraceptives and Contraceptive Devices earlier in this section.

Surgery earlier in this section.

Substance Abuse Rehabilitation Treatment

Covered:

Benefits shall be provided for Covered Services for Substance Abuse Rehabilitation Treatment and Substance Abuse Treatment Facilities.

Not Covered:

Benefits shall not be provided for halfway houses or boarding houses.

See Also:

Residential Treatment Facilities earlier in this section.

Surgery

Covered:

Benefits will be provided for Surgery performed by a Physician, Dentist, or Podiatrist. However, for services performed by a Dentist or Podiatrist, Benefits are limited to those surgical procedures which may be legally rendered by them and which would be payable under the Medical Plan had they been performed by a Physician.

Not Covered:

Benefits shall not be provided for Surgery that is not Medically Necessary, cosmetic Surgery or for weight loss Surgery that does not meet the requirements of this Plan.

See Also:

Abortions earlier in this section.

Assistant Surgeons earlier in this section.

Blood and Blood Administration earlier in this section.

Cosmetic Surgery earlier in this section.

Eligible Charges for Multiple Surgical Procedures earlier in this section.

Eye Examinations and Eye-Related Diagnostic Services earlier in this section.

Human Organ Transplants earlier in this section.

Kerato-Refractive Eye Surgery earlier in this section.

Maternity Services earlier in this section.

Mastectomy and Related Services earlier in this section.

Medical and Surgical Dressings, Supplies, Casts, Splints, Crutches, and Artificial Eyes earlier in this section.

“-ologists” at In-Network and CHI Facilities earlier in this section.

Pre-Admission Testing earlier in this section.

Sterilization Procedures earlier in this section.

Weight Loss Surgery later in this section.

Temporomandibular Joint Dysfunction and Related Disorders

Covered:

Benefits shall be provided for TMJ Surgery.

Not Covered:

Diagnosis and non-surgical treatment of TMJ shall not be covered under this Plan; however, it is covered under the dental plan.

Travel or Lodging Costs

Covered:

Travel and lodging costs when related to a human organ transplant, and only to the extent described as a Covered Service in the *Human Organ Transplant* section above.

Not Covered:

Benefits shall not be provided for travel and lodging costs except as described as a Covered Service under this Plan within this SPD.

See Also:

Ambulance Transportation earlier in this section.

Human Organ Transplants earlier in this section.

Transgender Reassignment Surgery

Not Covered:

Benefits shall not be provided for treatment, drugs, medicines, therapy, counseling services and supplies for, or leading to, gender reassignment surgery.

Vision Services

Covered:

Benefits will be provided for vision examinations for newborns and Children as part of a routine medical exam. Benefits will also be provided for vision examinations when related to an Accidental Injury or an Illness such as diabetes.

Not Covered:

Benefits shall not be provided for:

- Surgery to correct a refractive error (i.e., when the shape of your eye does not bend light correctly, resulting in blurred images);
- Eye glasses or contact lenses, unless otherwise stated within this SPD, including charges related to their fitting;
- Eye exercises;
- Prescribing of corrective lenses;
- Eye examinations for the fitting of eyewear; and
- Routine vision exams, except for vision exams for newborns and Children as part of a medical exam, or when related to an Accidental Injury or an Illness such as diabetes.

See Also:

Eye Examinations and Eye-Related Diagnostic Services earlier in this section.

Eyeglasses, Contact Lenses, or Cataract Lenses earlier in this section.

Kerato-Refractive Eye Surgery earlier in this section.

Optometry Services earlier in this section.

Medical and Surgical Dressings, Supplies, Casts, Splints, Crutches, and Artificial Eyes later in this section.

Web Cam Consultations

Covered:

Web cam consultations will be covered the same as an office visit when provided by a covered Provider.

See Also:

Consultations earlier in this section.

Weight Loss Prescription Drugs

Not Covered:

Benefits will not be provided for drugs prescribed for weight loss.

Weight Loss Surgery

Covered:

For benefits to be provided, you will need to obtain pre-authorization and satisfy the criteria for surgery required by the plan as well as follow the physicians program to qualify for surgery. To learn more about the requirements for surgery, contact your medical carrier for details. Benefits are limited to one surgery per lifetime with allowance for adjustments.

Benefits will only be provided if the service is approved by the patient's health plan. The approval is valid for six months from the date of the approval. If the procedure is postponed beyond six months,

the patient's health plan will need to evaluate the individual's clinical status to determine if extending the authorization timeframe is appropriate.

Not Covered:

Experimental/Investigational Weight loss surgery and Weight loss surgery that is performed without the necessary pre-authorization, including:

- Roux-en-Y gastric bypass combined with simultaneous gastric banding
- Biliopancreatic diversion (BPD) without duodenal switch (DS)
- Fobi-Pouch (limiting proximal gastric pouch)
- Gastric electrical stimulation (GES) or gastric pacing
- Gastroplasty (stomach stapling)
- Intestinal bypass
- Intra gastric balloon
- Loop gastric bypass
- Mini-gastric bypass
- Vagus nerve blocking or stimulation
- Endolumenal surgery

Patients with one of the following contraindications may not be eligible for receiving the surgery:

- Severe Heart Failure
- End stage chronic lung disease
- Unstable angina (CAD)
- End stage liver disease with cirrhosis and portal hypertension
- Cancer (active under treatment or diagnosis)
- Active substance abuse/dependency (drug or alcohol)
- Major untreated psychiatric problems
- Severely impaired intellectual capacity
- Active pregnancy
- HIV/AIDs

See Also:

Surgery earlier in this section.

Wigs or Hair Pieces

Covered:

Wigs and hair pieces will be covered but only when related to hair loss resulting from medical treatment, such as Chemotherapy treatment. Coverage will be limited to one wig per year.

Not Covered:

Benefits shall not be provided for wigs and hair pieces for cosmetic purposes due to baldness or thinning of the hair, unless Medically Necessary due to medical treatment, such as for hair loss caused by Chemotherapy treatments for cancer.

See Also:

Chemotherapy Treatments earlier in this section.

X-Ray and Laboratory Services

Covered:

Tests, screenings, imaging, and evaluation procedures as identified in the American Medical Association's Current Procedural Terminology (CPT) manual, standard edition, under *Radiology Guidelines* and *Pathology and Laboratory Guidelines*.

See Also:

Diagnostic Services earlier in this section.

Inpatient Hospital Care earlier in this section.

Outpatient Hospital Care earlier in this section.

Preventive or Wellness Care earlier in this section.

CHI Wellness Program

Employees and Dependents enrolled in the Medical Plan are eligible to participate in the CHI Wellness Program.

CHI partners with Preventure to provide the CHI Wellness Program for employees enrolled in the Medical Plan and their covered Spouse. As a part of the CHI Wellness Program, you will have access to tools to better understand your health condition, such as the online Personal Health Assessment, and resources including certified health coaches and advisors to help you manage and reduce health risks through encouragement to take action, where necessary.

CHI funds the full amount necessary to provide benefits under the wellness program. CHI shall have the option to provide incentives for participation in the program. Any incentive will be in the form and amount selected by CHI. The form of incentive can include, but is not limited to, gift cards, premium discounts, reductions in a Deductible or Copay under the medical plan, cash payments or contributions to another arrangement (such as the Health Savings Account). The form and amount of any available incentive shall be communicated to participants annually.

For details about the CHI Wellness Program, visit the *well-being* pages found on InsideCHI (formerly known as My Healthy Spirit) at <http://home.catholichealth.net/wellbeing> or call the HR/Payroll Connection Support Center at 1-844-450-9450.

Notice

Your health plan is committed to helping you achieve your best health. Incentives for participating in a wellness program are available to all employees in the Medical Plan. If you think you might be unable to meet a standard for an incentive under this wellness program, you might qualify for an opportunity to earn the same incentive by different means. Contact Preventure at 1-844-451-5807 and they will work with you (and, if you wish, with your doctor) to find a wellness program with the same incentive that is right for you in light of your health status.

General Conditions of Coverage, Exclusions, and Limitations

The provisions in this section describe general conditions of coverage and important exclusions and limitations that apply generally to all types of services, supplies, devices, and drugs mentioned in this Summary Plan Description (SPD).

General Conditions of Coverage

Medically Necessary

A key general condition for the Plan to pay Benefits is that the service, supply, device, or drug must be Medically Necessary and meet acceptable standards of medical and/or dental practices. Even a service, supply, device or drug listed as otherwise covered in *The Details – What's Covered and Not Covered* section of this SPD may be excluded if it is not Medically Necessary. The Claims Administrator determines whether a service, supply, device, or drug is Medically Necessary. Even though a Provider may recommend a service or supply, it may not necessarily be Medically Necessary.

A Medically Necessary health care service is one that a Provider, exercising prudent clinical judgment, provides to a patient for the purpose of preventing, evaluating, diagnosing, or treating an Illness, Accidental Injury, disease, or its symptoms, and is:

- Provided in accordance with generally accepted standards of medical practice. Generally accepted standards of medical practice are based on:
 - Credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community; and
 - Physician Specialty Society recommendations and the views of Physicians practicing in the relevant clinical area; and
 - Any other relevant factors; and
- Clinically appropriate in terms, type, frequency, extent, site, and duration, and considered effective for the patient's Illness, Accidental Injury, or disease; and
- Not provided primarily for the convenience of the patient, Physician, or other health care Provider.

Alternative Services, Supplies, Devices, or Drugs

An alternative service, supply, device, or drug may meet the criteria of Medical Necessity for a specific Condition. If alternatives are substantially equal in clinical effectiveness and use similar therapeutic agents or regimens, the Plan reserves the right to approve the least costly alternative.

Meeting Eligibility Requirements

Another general condition of coverage is that the person who receives services must meet the eligibility requirements found in the *Adding or Dropping Coverage* section of this SPD and the *Eligibility Addendum* to this Summary Plan Description.

General Exclusions

Even if a service, supply, device, or drug is listed as otherwise covered in *The Details – What's Covered and Not Covered* section of this SPD, it is not eligible for Benefits if any of the following general exclusions apply:

Investigational, Experimental or Unproven Services

You are not covered for a service, supply, device, or drug that is Investigational, experimental or unproven. A treatment is considered Investigational or experimental when it has progressed to limited human applications but has not achieved recognition as being proven effective in clinical medicine.

To determine Investigational or experimental status, the Claims Administrator may refer to technical criteria established, including whether a service, supply, device, or drug meets these criteria:

- It has final approval from the appropriate governmental regulatory bodies;
- The scientific evidence must permit conclusions concerning its effect on health outcomes;
- It improves the net health outcome;
- It is as beneficial as any established alternatives; and
- The health improvement is attainable outside the Investigational settings.

While the Claims Administrator may rely on these criteria, the final decision remains at the discretion of the Plan Administrator.

Fees for Non-Medical Services

You are not covered for telephone consultations, fees for providing information concerning a Claim, charges for missed appointments, charges for completion of any form, or any other types of charges or fees for information.

Personal Hygiene, Comfort, or Convenience Items

You are not covered for items used for your personal convenience, such as:

- Items not primarily and customarily manufactured to serve a medical purpose or which can be used in the absence of Illness or Accidental Injury (including, but not limited to, air conditioners, dehumidifiers, ramps, home remodeling, hot tubs, swimming pools, etc.); or
- Items that do not serve a medical purpose or are not needed to serve a medical purpose.

Provider is a Family Member

You are not covered for a service, supply, device, or drug received from a Provider who is in your immediate family (which includes yourself, Spouse, Legally Domiciled Adult, natural or adoptive parent, Child, sibling, step-parent, step-child, step or half-brother, step or half-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, Spouse of a grandparent, or Spouse of a grandchild).

No Payment Obligation

You are not covered for a service, supply, device, or drug for which you are not required to make payment or would have no legal obligation to pay if you did not have this Plan or similar coverage.

Covered by Other Programs or Laws

You are not covered for a service, supply, device, or drug if:

- You are entitled to Claim Benefits from a governmental program (other than Medicaid);
- Someone else has the legal obligation to pay for services and without this Plan, you would not be charged;

- Prescription Drug Claims submitted to the medical program Claims Administrator that were not paid by the Prescription Drug Program Claims Administrator (including amounts unpaid by the Prescription Drug Program Claims Administrator for Coinsurance and Copayments);
- Medical Claims submitted to the Prescription Drug Program Claims Administrator that were not paid by the medical program Claims Administrator (including amounts unpaid by the medical program Claims Administrator for Deductibles, Coinsurance and Copayments); and
- Services, supplies, devices, or drugs you require for an Illness or Accidental Injury sustained while on active military duty.
- Services, supplies, devices, or drugs you require for an Illness or Accidental Injury sustained while incarcerated.

Services Not Mentioned

You are not covered for any service, supply, or device that is not specifically mentioned in this SPD.

Acts of War

You are not covered for any services, supplies, devices, or drugs for any Illness or Accidental Injury occurring on or after your Coverage Date that results from war or an act of war.

Illegal Acts

Charges for services received as a result of Injury or Illness caused by or contributed to by engaging in an illegal act or occupation, by committing or attempting to commit any crime, criminal act, assault, or other felonious behavior, or by participating in a riot or public disturbance.

Workers' Compensation

You are not covered for services, supplies, devices, or drugs that are compensated under workers' compensation laws, including services, supplies, devices, or drugs applied toward satisfaction of any Deductible under your Employer's workers' compensation coverage. You are also not covered for any services, supplies, devices, or drugs that could have been compensated under workers' compensation laws if you had complied with the legal requirements relating to notice of injury, timely filing of Claims, and medical treatment authorization.

Benefit Limitations

Benefit limitations refer to amounts for which you are responsible under this Plan. These amounts are not credited toward your Out-of-Pocket Maximum. In addition to the exclusions and conditions described earlier in this section, the following are examples of Benefit limitations and your financial responsibilities under this Plan:

- A service, supply, device or drug that is not covered under this Plan is your responsibility;
- If a Spouse, parent, and/or Child are covered separately under this Plan, Benefits will not be duplicated;
- If a Covered Service, supply, device, or drug reaches a service or prescription maximum, it is no longer eligible for Benefits (a maximum may renew at the next Benefit Year). See *The Details – What's Covered and Not Covered* section of this SPD;
- If you receive total Benefits in an amount that reaches a Benefit or lifetime maximum, you are no longer eligible for Benefits under this Plan. See *Highlights of the Medical Plan Options, Quick Reference – What's Covered and Not Covered, What You Pay – A Tutorial, and The Details – What's Covered and Not Covered* sections of this SPD;

- If you do not obtain pre-notification for medical services, supplies, devices, or drugs, Benefits can be reduced or denied. You are responsible for these Benefit reductions only if you are responsible (not your Provider) for notification. An In-Network Provider may handle notification requirements for you. See *Notification Requirements and Care Coordination*;
- If you do not obtain Prior Authorization or follow Step Therapy requirements for certain Prescription Drugs, Benefits can be reduced or denied. You are responsible for any reduction in Benefits or the cost of the denied drug. See *Notification Requirements and Care Coordination*; and
- The type of Provider you choose can affect your Benefits or what you pay. See *What you Pay – A Tutorial* and *Network Details – Choosing a Provider* sections of this SPD.

Network Details – Choosing a Provider

Choosing Your Medical Providers

Each option under the Catholic Health Initiatives (CHI) Medical Plan has three levels of Benefits based on the type of Provider you use – Enhanced (clinically integrated network) Providers, In-Network (Blue Cross Blue Shield network) Providers and Out-of-Network Providers. You will receive the highest level of Benefits within the Enhanced network.

Enhanced Network Providers

If you use a provider within the Enhanced network, you will pay a lower out-of-pocket Coinsurance amount than you would for other Providers.

To determine if a local clinically integrated network facility or provider is in the Enhanced network, call the CHI Medical Plan Customer Service Team at the toll-free telephone number listed on the back of your ID card or log on to your medical Claims Administrator's Web site.

In-Network Providers

The Plan relies on a network, which consists of Providers that have negotiated reduced rates for specific services. When these Providers offer services to you, they will not bill you for any difference between their negotiated rates (their Eligible Charges) and their standard rates. This results in lower out-of-pocket expenses for you, since the Plan will pay a higher Coinsurance level and your Deductible will be lower than if you used an Out-of-Network Provider.

To determine if a Provider is an In-Network Provider, ask your Provider, call the CHI Medical Plan Customer Service Team at the toll-free telephone number listed on the back of your ID card, or log on to your medical Claims Administrator's Web site. See the *Who to Call For Information* section of this Summary Plan Description for the Web address.

If you are receiving Emergency Services, an Out-of-Network Provider will be treated as an In-Network Provider for the Emergency Services you receive. Once your Condition stabilizes, the Out-of-Network Provider will cease to be treated as an In-Network Provider under this Plan.

Out-of-Network Providers

The Plan will also cover Out-of-Network Providers, but you will have a higher Deductible and the Plan will pay a lower Coinsurance level. You will typically pay the most for services received from them. Costs for services received from an Out-of-Network Provider/facility are based on a percentage of the Medicare allowable rate for most services.

If you require services from a Specialist and an In-Network Provider is not available within a 50-mile radius, of your home address, you may utilize an Out-of-Network Specialist who has expertise in diagnosing and treating your Condition. The Claims Administrator must approve Out-of-Network Specialist services before you receive the services. Even after you receive approval, you are still responsible for complying with any notification requirements of this Plan. See the *Notification Requirements and Care Coordination* section of this SPD.

The Three Levels of Benefits Available to You

There are three types of providers and the amount you will pay out-of-pocket will vary depending on the type of provider you use.

1. Use of an Enhanced (clinically integrated network) Provider

The charges billed by Providers within the Enhanced network will be reimbursed at the highest percentage available under the Plan. You will not be billed for charges above the negotiated "Eligible Charge" if the negotiated Eligible Charge is less than the actual Billed Amount.

2. Use of an In-Network (Blue Cross Blue Shield National PPO Network) Provider

When you go to an In-Network Provider, you will not be billed for charges above the negotiated "Eligible Charge" if the negotiated Eligible Charge is less than the actual Billed Amount.

You will be reimbursed at a higher percentage than if you had gone to an Out-of-Network Provider but at a lower percentage than if you had gone to an Enhanced Network Provider. If the services rendered are subject to the Deductible and the Deductible has not been met, these charges will be applied to the Deductible.

3. Use of an Out-of-Network Provider

If you incur charges from an Out-of-Network Provider, the Deductible will be higher and you will be reimbursed at the lowest Coinsurance percentage level.

Choosing a Pharmacy

When you are being treated for an Illness or Accidental Injury, your Physician may prescribe certain drugs or medicines as part of your treatment. Your coverage under the Medical Plan includes Benefits for Prescription Drugs. You can have your prescriptions filled at a CHI-owned pharmacy (if available), retail Pharmacy, CHI-owned pharmacy mail order/90 Day Fill (if available) or through the CVS/Caremark mail-order Pharmacy. The Prescription Drug Benefits are administered by a different Claims Administrator than your medical Benefits. For specific Copayment and Coinsurance amounts, see the *Highlights of the Medical Plan Options* section of this Summary Plan Description (SPD).

Retail Pharmacy

You will save the most money by filling your prescription at a CHI-owned pharmacy (if available). CHI also chose to offer the Pharmacy Claims Administrator's broadest network of retail Pharmacies. You are urged to check with your Pharmacy before filling a prescription to make certain that your Pharmacy is an In-Network Provider.

To find out if your Pharmacy is an In-Network Provider or to find an In-Network Provider Pharmacy near you, ask your Pharmacist, call the CHI Medical Plan Customer Service Team at the number on the back of your ID card or log on to the Pharmacy Web site. See the *Who to Call for Information* section of this Summary Plan Description for the Web address.

You may have your prescriptions filled at the Pharmacy of your choice, but your Benefits will be maximized when you use a CHI-owned Pharmacy or a Network Pharmacy, as described below:

- When you have your prescription filled at a CHI-owned Pharmacy, you will pay 50 percent less than you would from a Network Pharmacy.
- When you have your prescription filled at an In-Network Provider Pharmacy, you must pay a Copayment or Coinsurance amount for each prescription; however
- When you have your prescription filled at an Out-of-Network Provider Pharmacy, the Benefit will pay the Out-of-Network Coinsurance level of the Claims Administrator's discounted amount for that drug; you will be responsible for the remaining cost.

You can receive up to a 30-day supply of your medication at a retail Pharmacy or a 90-day supply at a CHI-owned Pharmacy.

Mail-Order Pharmacy

You may also use the CHI-owned mail-order Pharmacy (if available) or the CVS/Caremark mail-order Pharmacy. Maintenance prescriptions (for example, blood pressure medications) must be filled using the CVS/Caremark mail-order Pharmacy or a CHI-owned Pharmacy. You can receive up to a 90-day supply of your medication through mail-order or a CHI-owned pharmacy. Mail-order prescriptions are mailed to your home or another mailing address of your choice.

Medical and Pharmacy Notification Requirements and Care Coordination

Your Medical Care

Pre-Notification

You must call the CHI Medical Plan Customer Service Team to pre-certify the following services prior to receiving care:

- Inpatient Hospital stays;
- Room and Board for Residential Treatment;
- Private Duty Nursing Services;
- Skilled Nursing Services/Extended Care Facilities;
- Home Health Care;
- Transplants;
- Mental Health/Chemical Dependency Hospital stays (Inpatient and Partial Hospitalization Treatment Programs) and
- Weight Loss Surgery.

The following services must be pre-certified within two business days of Admission:

- Emergency Inpatient Hospital stays; and
- Maternity stays.

When you pre-certify, you should be prepared to provide the following information:

- The name of the attending and/or admitting Physician;
- The name of the Hospital where the Admission has been scheduled and/or the location where the service has been scheduled;
- The scheduled Admission and/or service date; and
- A preliminary diagnosis or reason for the Admission and/or service.

Failure to call the CHI Medical Plan Customer Service Team or failure to comply with the determinations of the Plan will result in a \$500 penalty in addition to any applicable Deductibles, Copayments and/or Coinsurance as described in this SPD. The \$500 penalty does not apply for failure to pre-certify Maternity stays, which fall under the applicable 48-hour or 96-hour time frame (see *Maternity Services* under *The Details – What's Covered and What's Not* section of this SPD), or failure to pre-certify in situations where pre-notification is either impossible or would result in jeopardy to the life or health of the Claimant.

Completing the Plan's Pre-notification requirements or simply calling the CHI Medical Plan Customer Service Team before obtaining a service acts as notice to the Plan that you are obtaining specific services, but it does **not** result in a guarantee of Benefits. Actual availability of Benefits is subject to eligibility and the other terms, Conditions, (including Medical Necessity), limitations, and exclusions of the Medical Plan. The decision of whether or not to receive care is between you and your Provider.

Length of Stay/Service Review

Your pre-notification notice information will be analyzed by the Plan. The Plan will review the information and any additional information they may request from you or your Provider to determine the appropriate length of stay/service for the stay/service that you have requested.

A letter will be sent by the Plan to you, your Physician and/or Hospital informing them of the appropriate length of stay/service for the stay/service you have requested.

If the Plan determines that no length of stay/service is appropriate, the Plan will notify you of its adverse Benefit determination in accordance with Notice of Adverse Benefit Determinations under the Appealing a Denied Medical or Pharmacy Claim section of this SPD.

Except in the case of human organ transplants, the initial length of stay/service review will not include an advance review of whether or not the underlying procedure/service is Medically Necessary. The Plan will not make its determination as to whether the underlying procedure/service is Medically Necessary until after the underlying procedure/service has been completed.

Prior Approval for Procedures/Services

The Plan will, upon request, review a proposed procedure/service for coverage under the Plan, including Medical Necessity, and give you “prior approval” before the procedure/ service is rendered. If you do not seek prior approval before undergoing a particular procedure/service, the Plan will review whether the procedure/service was properly covered under the Plan, after the fact, and if it is determined that the procedure/service was not covered by the Plan, you may be required to pay for it yourself.

You can obtain prior approval by calling the CHI Medical Plan Customer Service Team prior to Admission or the performance of services in an Outpatient setting. You should be prepared to provide the following information:

- The name of the attending and/or admitting Physician;
- The name or description of the planned service;
- The preliminary diagnosis or reason for the Admission and/or service;
- The name of the Hospital where the Admission has been scheduled and/or the location where the service has been scheduled; and
- Scheduled Admission and/or service date.

The Plan will review the medical information provided and may follow up with your Provider to determine whether the services to be rendered are Medically Necessary and otherwise covered under the Plan.

After reviewing the request, the Plan will notify you and your Provider of the decision.

- If your request is approved, you will know that the Medical Plan covers the specific services or procedures; and
- If Benefits are denied, you will receive written notice and the denial notice will list the reason(s) for denial. This notice will be mailed to the most current addresses the Plan has on record for you and your Provider.

Certain factors may alter or impact whether you receive approval. These factors include Medical Necessity, Benefit Plan provisions, and the dates you receive services.

Benefits for the approved service are limited to the Benefits described in this SPD if they are in effect for the patient on the date services are provided.

In an Emergency or Medically Urgent Situation, the Plan will respond to a request for prior approval of health services within 24 hours of the request. In non-Urgent situations, the Plan will respond to such a request within 15 days. You may appeal a denial as explained later in the *Appealing a Denied Medical or Pharmacy Claim* section of this SPD.

Condition Management Program

The condition management program, managed by your clinically integrated network (CIN), helps employees and their dependents who are enrolled in a Medical Plan to manage chronic conditions and improve their overall health and quality of life. The chronic conditions maintained through the program include asthma, COPD (emphysema or chronic bronchitis), coronary artery disease, diabetes, heart failure, high blood pressure and high cholesterol.

This free, voluntary program is completely confidential and provides in-depth and personalized support to help employees make the best possible health decisions. Participants have access to a personal nurse advocate, a registered nurse who has extensive experience with the chronic condition. In partnership with the participant's physician, the nurse advocate consults with the participant over the phone to assess the participant's health, review care, discuss other medical concerns and develop a holistic plan for improving the employee's overall well-being. Participation in the condition management program, while highly encouraged, is not mandatory.

Obtaining Prescriptions

Prior Authorization

The Medical Plan requires that you go through the Prior Authorization process to obtain coverage for certain Prescription Drugs. Prior Authorization is the process whereby a Pharmacist employed by the Claims Administrator approves the usage and duration of a medication. A list of medications that require Prior Authorization can be found below.

Your Pharmacist will inform you if the prescribed medication needs to be pre-authorized. The Pharmacist may initiate the review process or you may request that your Physician call a toll-free phone number that will be supplied by your Pharmacist. You (or your Physician or Pharmacist) will be notified within 72 hours of the Plan's receipt of the Claim. If your medication is authorized, you will pay the applicable Copayment or Coinsurance. If your medication is not approved for coverage under the Plan, you will pay the full cost of the drug. Also, the Plan will notify you of its adverse Benefit determination in accordance with *Notice of Adverse Benefit Determinations* under the *Appealing a Denied Medical or Pharmacy Claim* section of this SPD.

Drugs that require Prior Authorization include but are not limited to:

- Some cancer agents;
- Attention deficit disorder and hyperactivity medications; and
- Rheumatoid arthritis medications.

This list is not intended to be all-inclusive and may be updated periodically.

Drug Utilization Review

Under the Drug Utilization Review program, prescriptions filled at the retail Pharmacy and processed on-line or through the mail service Pharmacy are examined for potential drug interactions based on your personal medication profile. A drug interaction occurs when certain drugs

act together to result in an adverse effect on the body. The Drug Utilization Review is especially important if you or your covered Dependents take many different medications or see more than one doctor. If there is a question about your prescription, your Pharmacist may contact your Physician before dispensing the medication.

Step Therapy Program

This Plan uses a tool called Step Therapy, which requires you to first try one or more specified drugs to treat a particular Condition before the Plan will cover another (usually more expensive) drug that your doctor may have prescribed. Step Therapy is intended to reduce costs to you and the Plan by encouraging use of medications that are less expensive but can still treat your Condition effectively.

Some drugs that require Step Therapy include but are not limited to:

- Hypnotics (sleep aids);
- Migraine headache medications; and
- Proton pump inhibitors (ulcer medications).

This list is not intended to be all-inclusive and may be updated periodically.

If you are taking a medication that requires Step Therapy, the Plan will not cover that medication unless you first try the alternative (less expensive) medication. If your doctor believes you should take the original medication, your doctor can request a coverage review. If a coverage review is requested, and your Physician provides a valid clinical reason for not prescribing the alternative drug, you may purchase the originally prescribed medication at the appropriate Coinsurance. If your physician does not provide a valid clinical reason, you have the option to purchase the original medication at the full cost of the drug, or you can purchase the preferred alternative at the appropriate Copayment or Coinsurance.

Medical and Pharmacy Claims Procedures

Your Medical Claims

In order to obtain your Benefits under this Plan, it is necessary for a Claim to be filed with the Claims Administrator. To file a Claim, typically all you will have to do is show your ID card to your Hospital or Physician (or other Provider). They will file your Claim for you. However, it is your responsibility to ensure that the necessary Claim information has been provided to the Plan.

Once the Plan receives your Claim, it will be processed and the Benefit payment will usually be sent directly to the Hospital or Physician. You will receive an explanation of Benefits statement telling you how much was paid. In some cases, the Claims Administrator will send the payment directly to you, or, if applicable, in the case of a Qualified Medical Child Support Order, to the designated representative as it appears on the Plan's records.

Typically, you do not have to file a Claim if you use a CHI or In-Network Provider. However, in certain situations, you will have to file your own Claim, particularly if you receive care from an Out-of-Network Provider. To find out how to file a Claim, contact the CHI Medical Plan Customer Service Team. They will provide you with Claim forms and detailed instructions.

Claims must be filed with the Claims Administrator, either by you or the Provider, on or before 12 months following the date on which your Covered Service was rendered. Claims not filed within the required time period will not be eligible for payment.

Pre-Service Claims (Prospective Review)

If you submit a Pre-Service Claim, you will be notified of the Plan's determination within 15 days of the receipt of the Claim by the Plan, unless the Plan needs an extension due to matters beyond control of the Plan and notifies you before the expiration of the initial 15-day period. The notification will include an explanation of the circumstances requiring the extension and the date by which the Plan expects to render a decision. The extension will be no longer than 15 days — that is, 30 days from the receipt of the Claim.

However, if the Plan needs an extension due to your failure to submit complete information, then the Plan will notify you of the specific information needed within 15 days of receipt of your Claim. You will have 45 days from receipt of the notice to provide the specified information.

Any notification of adverse Benefit determination will be made in accordance with *Notification of Adverse Benefit Determinations* under the *Appealing a Denied Medical or Pharmacy Claim* section of this SPD.

Pre-Service Claims That Are Urgent in Nature

If you submit a Pre-Service Claim that is urgent, you will be notified of the Plan's determination within 72 hours of the Plan's receipt of the Claim. Thus, in some instances, you may not receive notification prior to your scheduled date of treatment/ Admission. If you provide insufficient information for the Plan to make a determination, the Plan will notify you within 24 hours of receipt of the Claim. You will then have 48 hours to provide the missing information. The Plan will notify you of its Benefit determination within 48 hours of receiving the missing information or within 48 hours of when the information should have been provided, whichever is earlier.

Before an adverse determination may be made by the Plan, a Physician employed by the Claims Administrator will automatically review your Claim. If, after a Physician's review, an adverse determination is made, the Plan will notify you in accordance with Notification of Adverse Benefit Determinations under the *Appealing a Denied Medical or Pharmacy Claim* section of this SPD. However, the Plan may notify you verbally in order to comply with the 72-hour deadline discussed above. In that event, the Plan will send a written or electronic notification within three days of the verbal notification.

Post-Service Claims

If you submit a Post-Service Claim, you will be notified of the Plan's determination within 30 days of the receipt of the Claim by the Plan, unless the Plan needs an extension due to matters beyond control of the Plan and notifies you before the expiration of the initial 30-day period. The notification will include an explanation of the circumstances requiring the extension, and the date by which the Plan expects to render a decision. The extension will be no longer than 15 days—that is, 45 days from the receipt of the Claim.

However, if the Plan needs an extension due to your failure to submit complete information, then the Plan will notify you of the specific information needed within 30 days of receipt of your Claim. You will have 45 days from receipt of the notice to provide the specified information. Otherwise, your Claim may be denied.

Any notification of adverse Benefit determination will be made in accordance with *Notification of Adverse Benefit Determinations* under the *Appealing a denied Medical or Pharmacy Claim* section of this SPD.

Payments Made in Error

If for any reason a payment is made in error, the Plan retains the right to recover the amount paid.

When Hospitalized on Your Coverage Effective Date

If you, or your enrolled Dependent, are admitted to the Hospital as an Inpatient prior to your Coverage Date, and continue to be hospitalized through your Coverage Date, the Hospital Facility Charges for that confinement will not be covered under this Plan. However, charges for Professional Provider services related to your confinement that are incurred on or after your Coverage Date will be considered for Claim Payment provided they are for Covered Services.

When Hospitalized on Your Coverage End Date

If you, or your enrolled Dependent, are admitted to the Hospital as an Inpatient prior to your coverage end date, and continue to be hospitalized through your coverage end date, the Hospital Facility Charges will be covered until you are discharged from the Hospital. However, charges for Professional Provider services related to your confinement that are incurred after your coverage end date will not be covered.

Your Prescription Claims

Retail Pharmacy Claims

You can receive up to a 30-day supply of your medication at a retail Pharmacy. The Copayments or Coinsurance for retail Pharmacy prescriptions are summarized in the *Highlights of the Medical Plan Options* section of this SPD.

The Copayments or Coinsurance for diabetic supplies purchased at a retail Pharmacy are as follows:

- Any combination of insulin and diabetic supplies purchased on the same day are subject to one Copayment or the applicable Coinsurance amount.
- Additional Copayments or applicable Coinsurance amounts will apply to any combination of supplies (lancets, test strips, etc.) purchased separately from an insulin purchase.

Mail-Order Pharmacy Claims

You can receive up to a 90-day supply of your medication at a mail-order Pharmacy or CHI-owned retail/mail pharmacy (if available). The Copayments or Coinsurance for mail-order Pharmacy prescriptions are summarized in the *Highlights of the Medical Plan Options* section of this SPD.

The Copayments or Coinsurance for diabetic supplies purchased through the mail are as follows:

- Any combination of insulin and diabetic supplies purchased on the same day are subject to one Copayment or the applicable Coinsurance amount.
- Additional Copayments or applicable Coinsurance amounts will apply to any combination of supplies (lancets, test strips, etc.) purchased separately from an insulin purchase.

Benefits of Using the Mail-Order Pharmacy

Example below assumes the Deductible has been met for the Integrated HDHP/HSA option and the prescription is not filled at a CHI-owned Pharmacy. Keep in mind, if the Deductible wasn't met, you could use your Health Savings Account dollars to help pay for the full price of the prescription. Also, if you use a CHI-owned Pharmacy, the cost savings to you would double.

	Generic Drug	Brand Formulary	Brand Non-Formulary
Integrated Core			
3-month supply at Retail Pharmacy	\$30	\$120 to \$330	\$195 to \$480
3-month supply by Mail Order	\$25	\$100 to \$175	\$160 to \$325
Savings	\$5	\$20 to \$155	\$35 to \$155
Integrated Basic			
3-month supply at Retail Pharmacy	\$30	\$120 to \$330	\$195 to \$480
3-month supply by Mail Order	\$25	\$100 to \$175	\$160 to \$325
Savings	\$5	\$20 to \$155	\$35 to \$155
Integrated HDHP/HSA – after deductible is met			
3-month supply at Retail Pharmacy	\$30	\$120 to \$330	\$195 to \$480
3-month supply by Mail Order	\$25	\$100 to \$175	\$160 to \$325
Savings	\$5	\$20 to \$155	\$35 to \$155

The CHI Prescription Plan Formulary

The Prescription Drug portion of the Medical Plan utilizes a Formulary. A Formulary is a list of preferred drugs that have been selected based on safety, clinical effectiveness and cost effectiveness. A committee of doctors and Pharmacists reviews the Formulary quarterly. You may purchase any covered drug, but you will pay a lower Coinsurance if you purchase drugs that are included on the

Formulary. To find out if your medication is on the CHI Prescription Plan Formulary, call CVS/Caremark at 1-877-232-7925 or log on to www.caremark.com. See the *Who to Contact With Questions* section of this SPD.

Generic and Brand Name Drugs

All Prescription Drugs available for coverage under the Medical Plan are either Brand Name Drugs or Generic Drugs. Brand Name Drugs have the product names under which the drug is advertised and sold. Generic Drugs are sold under generic, often unfamiliar names, yet by law they must have the same active ingredients and are subject to the same rigid U.S. Food and Drug Administration (FDA) standards for quality, strength and purity as their Brand Name counterparts. You will pay a Copayment for a Generic Drug, and your out-of-pocket payment will be less.

Keep in mind, if you fill a brand-name prescription when there is a generic equivalent available, you will pay the brand-name prescription coinsurance *plus* the difference between the generic and brand-name amount. If it is medically necessary for you to have the brand-name prescription, your doctor can contact CVS/Caremark to get an exception so you don't pay more for the brand-name prescription.

How to Fill Retail Prescriptions At In-Network Pharmacies

Simply present your Medical Plan ID card and prescription(s) to the Pharmacist. The Claims Administrator's computerized system will confirm your eligibility for Benefits. The Pharmacist will tell you the Copayment or Coinsurance amount you are required to pay. You do not have to file a Claim form for prescriptions filled at a network Pharmacy.

How to Fill Retail Prescriptions At Out-of-Network Pharmacies

Submit a completed Claim form to the Claims Administrator. The prescription receipt must be attached to the form. To obtain Claim forms, log on to www.caremark.com. (See *Who to Contact With Questions*) or call CVS/Caremark at 1-877-232-7925 and use the automated ordering system.

- You must pay the full prescription price at the time of purchase
- You will be reimbursed within approximately 21 days of the Plan's receipt of your Claim form. The amount you receive will be based on the amount you would have been charged by an In-Network Pharmacy, minus the required Coinsurance amount.

How to Fill New Mail-Order Prescriptions

Ask your doctor to prescribe your medication for up to a 90-day supply plus refills (if appropriate). Mail your prescription and required Copayment or Coinsurance along with an order form in the envelope provided in your mail-order welcome kit or take the prescription to your local CHI-owned Pharmacy (if available). You may make payment by check or credit card. To confirm the correct Copayment or Coinsurance amount, contact CVS/Caremark at 1-877-232-7925 or log on to www.caremark.com. You will receive your prescription(s) within 7-14 days at the address you indicate for delivery.

Refilling Your Mail-Order Prescriptions

You can reorder on or after the refill date indicated on the refill slip you receive with your first order, or on your medication container. Or reorder when you have less than 14 days of medication left. You can refill your prescription on-line at www.caremark.com, by contacting the CHI-owned Pharmacy where the prescription was filled (See *Who to Contact With Questions*) or by calling the CVS/Caremark at 1-877-232-7925.

Prescription Drug Dose Optimization

The dose optimization program helps your Physicians and Pharmacists provide the most effective and cost-efficient medication regimens. The program is designed to simplify taking prescription medications by consolidating doses.

Many prescription medications are available in a variety of strengths and can be taken safely in a single dose once a day, rather than several smaller doses throughout the day. By taking a single dose, fewer doses of the medication are required and it is more cost effective. A Pharmacist that is employed by the Claims Administrator will contact your Physician to discuss if dose optimization is right for you. Your Physician will be consulted before any change is made to your prescription.

Prescription Drug Quantity Limitations

Some medications are covered only in certain quantities. In addition, the covered quantity amount may be limited to certain time periods. The limits on these medications are based on treatment guidelines that are considered reasonable, safe, and effective. However, in cases where your prescription exceeds the quantity limit and additional quantities might be Medically Necessary, your Physician must provide additional medical information to the Plan to determine whether the particular circumstances meet the criteria for additional quantities.

Coordination of Your Benefits with Other Plans and Responsible Parties

Benefits for Medicare Eligible Covered Persons

This section describes the Benefits which will be provided for Medicare Eligible Covered Persons who are not affected by Medicare Secondary Payer (MSP) laws, (see *Medicare Eligible Persons and Their Enrollment in This Plan* and *Your Medicare Secondary Payer (MSP) Responsibilities* under the *Adding or Dropping Coverage* section of this SPD).

The Benefits and provisions described throughout this Summary Plan Description (SPD) apply to Medicare Eligible Covered Persons. However, in determining the Benefits to be paid for Covered Services, consideration is given to the Benefits available under Medicare.

The process used in determining Benefits under the Medical Plan is as follows:

- Determine what the payment for a Covered Service would be following the payment provisions of the Plan; and
- Deduct from this resulting amount the amount paid or payable by Medicare. The difference, if any, is the amount that will be paid under the Catholic Health Initiatives Medical Plan.

If you are eligible for Medicare, the amount that is available from Medicare will be deducted whether or not you have enrolled and/or received payment from Medicare. If you are a Medicare Eligible Covered Person, when you have a Claim, you must send the CHI Medical Plan Customer Service Team a copy of your Explanation of Medicare Benefits (EOMB) in order for your Claim to be processed. In the event you are eligible for Medicare but have not enrolled in Medicare, the amount that would have been available from Medicare, had you enrolled, will be used to determine Benefits under the Medical Plan.

Coordination of Benefits

Coordination of Benefits (COB) applies when you or your Dependents have health care coverage through more than one group program. The intent of COB is to provide that the sum of Benefits paid under the Medical Plan plus Benefits paid under all other plans will not exceed the actual cost charged for treatment. If the Medical Plan Benefit amount is greater than the primary carrier's payment, the Medical Plan will pay the difference between its Benefit and the primary carrier's payment. If it is less than or equal to the primary carrier's payment, the Medical Plan will pay nothing. It is your obligation to notify the CHI Medical Plan Customer Service Team of the existence of such other Group Coverage.

To coordinate Benefits, it is necessary to determine what the payment responsibility is for each Benefit program.

This is done by following the rules below:

- The coverage under which the patient is the Eligible Person (rather than a Dependent) is primary, meaning: full Benefits are paid under that program. The other coverage is secondary and only pays any remaining Eligible Charges up to the Benefits available under that program.
- When a Dependent Child receives services and the Child is covered under more than one parent's health care plan, the birthdays of the Child's parents are used to determine which coverage is primary. The coverage of the parent whose birthday (month and day) comes before the other

parent's birthday in the calendar year will be considered the primary coverage. If both parents have the same birthday, then the coverage that has been in effect the longest is primary. If the other coverage does not have this "birthday" type of COB provision and, as a result, both coverages would be considered either primary or secondary, then the provisions of the other coverage will determine which coverage is primary.

- However, when the parents are separated or divorced and the parent with custody of the Child has not remarried, the Benefits of a program which covers the Child as a Dependent of the parent with custody of the Child will be determined before the Benefits of a program which covers the Child as a Dependent of the parent without custody;
- When the parents are divorced and the parent with custody of the Child has remarried, the Benefits of a program which covers the Child as a Dependent of the parent with custody will be determined before the Benefits of a program which covers that Child as a Dependent of the step-parent, and the Benefits of a program which covers that Child as a Dependent of the stepparent will be determined before the Benefits of a contract which covers that Child as a Dependent of the parent without custody; and
- Notwithstanding the items above, if there is a court decree which would otherwise establish Financial Responsibility for the medical, dental, or other health care expenses with respect to the Child, the Benefits of a program which covers the Child as a Dependent of the parent with such Financial Responsibility shall be determined before the Benefits of any other program which covers the Child as a Dependent Child. It is the obligation of the person claiming Benefits to notify the Medical Plan, and upon its request to provide a copy of such court decree.
- If neither of the above rules apply, then the coverage that has been in effect the longest is primary.

The only time these rules will not apply is if the other group Benefit program does not include a COB provision. In that case, the other group program is automatically primary.

In addition, in the case of the removal of impacted wisdom teeth or for oral Surgery, a patient's dental plan (if any, and if the above procedure is listed as a covered Benefit under that plan) will always be primary, and the Medical Plan will be secondary. If there is no dental coverage, the Medical Plan will be primary.

The Medical Plan has the right in administering these COB provisions to:

- Pay any other organization an amount which it determines to be warranted if payments which should have been made by the Medical Plan have been made by such other organization under any other group program; and
- Recover any overpayment which the Medical Plan may have made to you, any Provider, insurance company, person or other organization.

In order to prevent duplicate payment of Benefits for a Claim, the Medical Plan uses the following process to determine Benefits when it is the secondary payor:

- Determine what the Benefit for services would be under the provisions of the Medical Plan; and
- Deduct from this resulting amount the amount paid by the primary payor. The difference is the Benefit that will be paid under the Medical Plan.

Rights to Reduction, Reimbursement, and Subrogation

The Medical Plan has the right to:

- Reduce or deny Benefits otherwise payable by the Medical Plan; and
- Recover or subrogate 100 percent of the Benefits paid by or to be paid by the Medical Plan for covered persons to the extent of any and all of the following payments:
 - Any judgment, settlement or payment made or to be made because of an Accident, including but not limited to other insurance;
 - Any auto or recreational vehicle insurance coverage or Benefits including but not limited to uninsured/ underinsured motorist coverage;
 - Any personal umbrella coverage;
 - Any medical payments coverage, no fault automobile coverage or any first party insurance coverage;
 - Business and homeowners medical and/or liability insurance coverage or payments;
 - Workers' Compensation coverage;
 - Attorney's fees; and
 - Any other coverage available for your illness or injury.

Subrogation

The right of subrogation means the plan is entitled to pursue any claims that you may have in order to recover the benefits paid by the plan. Immediately upon paying or providing any benefit under the plan, the plan shall be subrogated to (stand in the place of) all of your rights of recovery with respect to any claim or potential claim against any party, due to an injury, illness or condition to the full extent of benefits provided or to be provided by the Plan. The Plan may assert a claim or file suit in your name and take appropriate action to assert its subrogation claim, with or without your consent. The plan is not required to pay you part of any recovery it may obtain, even if it files suit in your name.

You shall do nothing to prejudice the Plan's subrogation or recovery interest or to prejudice the Plan's ability to enforce the terms of this plan provision. This includes, but is not limited to, refraining from making any settlement or recovery that attempts to reduce or exclude the full cost of all benefits provided by the Plan.

You acknowledge that the Plan has the right to conduct an investigation regarding the injury, illness or condition to identify potential sources of recovery. The Plan reserves the right to notify all parties and his/her agents of its lien. Agents include, but are not limited to, insurance companies and attorneys.

You acknowledge that the Plan has notified you that it has the right pursuant to the Health Insurance Portability & Accountability Act ("HIPAA"), 42 U.S.C. Section 1301 *et seq*, to share your personal health information in exercising its subrogation and reimbursement rights.

Reimbursement

If you receive any payment as a result of an injury, illness or condition, you agree to reimburse the plan first from such payment for all amounts the plan has paid and will pay as a result of that injury, illness or condition, up to and including the full amount of your recovery.

Cooperation Required

The Catholic Health Initiatives Medical Plan requires covered persons or their representatives to cooperate in order to guarantee reimbursement to the Medical Plan from any other party Benefits. It is your duty

to notify the Plan within 30 days of the date when any notice is given to any party, including an insurance company or attorney, your intention to pursue or investigate a claim to recover damages or obtain compensation due to your injury, illness or condition. Failure to comply with this request will entitle the Plan to withhold Benefits due to covered persons under the Medical Plan. Covered persons or their representatives may not do anything to hinder reimbursement of overpayment to the Medical Plan after you have accepted Benefits.

All attorney's fees and court costs are the responsibility of the Participant, not the Medical Plan.

These rights apply regardless of whether such payments are designated as payment for, but not limited to:

- Pain and suffering;
- Medical Benefits;
- Other specified damages; or
- Whether the Participant has been made whole (i.e., duly compensated for his/her injuries).

The Plan has the right to file suit on your behalf for the Condition related to the medical expenses to recover Benefits paid or to be paid by the Medical Plan.

Additional Provisions

The following provisions also apply:

- If you reside in a state where automobile personal injury protection or medical payment coverage is mandatory, that coverage is primary and the Medical Plan is secondary. The Medical Plan will reduce Benefits for an amount equal to, but not less than, the state's mandatory minimum personal injury protection or medical payment requirement;
- The Medical Plan has first priority with respect to its right to reduction, reimbursement and subrogation;
- The Medical Plan is secondary to any excess insurance policy, including but not limited to, school and/or athletic policies;
- The Medical Plan has the right to reduce or withhold future Benefits payments for Claims filed for covered persons;
- The Medical Plan will not pay for future medical charges because of the Accident until medical charges have exceeded all amounts that were recovered, or are to be recovered by or on behalf of the covered person;
- The provisions described in the *Rights to Reduction, Reimbursement, and Subrogation* under this section of the SPD apply to you and all of your covered Dependents;
- The Medical Plan has the right to recover interest on the amount paid out by the Plan because of the Accident;
- The Medical Plan has the right to recover the amount paid out because of the Accident in a lump sum;
- The Medical Plan is not subject to any state law doctrines, including but not limited to the common fund doctrine, which would purport to require the Medical Plan to reduce its recovery by any portion of a covered person's attorney's fees and costs;
- The Plan does not pay for nor is responsible for the covered person's attorney's fees. Attorney's fees are to be paid solely by the covered person;
- The right of reduction, reimbursement, and subrogation is based on the language in the Summary Plan Description in effect at the time of judgment, payment or settlement;
- The Medical Plan's right of reduction, reimbursement and subrogation applies to any funds recovered from another party by or on behalf of the estate of any covered person; and

- The Medical Plan's right to first priority shall not be reduced due to the Eligible Person's own negligence.
- By accepting benefits (whether the payment of such benefits is made to you or made on your behalf to any provider) you agree that if you receive any payment as a result of an injury, illness or condition, you will serve as a constructive trustee over those funds. Failure to hold such funds in trust will be deemed a breach of your fiduciary duty to the plan;
- Further, the Plan will automatically have a lien to the extent of Benefits paid by the Plan for the treatment of the illness, injury or condition upon any recovery whether by settlement, judgment or otherwise, related to treatment for any illness, injury or condition for which the plan paid Benefits. The lien may be enforced against any party who possesses funds or proceeds representing the amount of benefits paid by the plan including, but not limited to, you, your representative or agent, and/or any other source possessing funds representing the amount of benefits paid by the Plan;
- In order to secure the Plan's recovery rights, you agree to assign to the Plan any benefits or claims or rights of recovery you have under any automobile policy or other coverage, to the full extent of the Plan's subrogation and reimbursement claims. This assignment allows the Plan to pursue any claim you may have, whether or not you choose to pursue the claim.

Applicability to All Settlements and Judgments

The terms of this entire subrogation and right of recovery provision shall apply and the Plan is entitled to full recovery regardless of whether any liability for payment is admitted and regardless of whether the settlement or judgment identifies the medical benefits the plan provided or purports to allocate any portion of such settlement or judgment to payment of expenses other than medical expenses. The Plan is entitled to recover from *any and all* settlements or judgments, even those designated as pain and suffering, non-economic damages and/or general damages only. The Plan's claim will not be reduced due to your own negligence.

Interpretation and Jurisdiction

In the event that any claim is made that any part of this subrogation and right of recovery provision is ambiguous or questions arise concerning the meaning or intent of any of its terms, the Claims Administrator for the plan shall have the sole authority and discretion to resolve all disputes regarding the interpretation of this provision.

By accepting benefits from the Plan, you agree that any court proceeding with respect to this provision may be brought in any court of competent jurisdiction as the plan may elect. By accepting such Benefits, you hereby submit to each such jurisdiction, waiving whatever rights may correspond by reason of your present or future domicile. By accepting such Benefits, you also agree to pay all attorneys' fees the plan incurs in successful attempts to recover amounts the plan is entitled to under this section.

Your Responsibility Regarding Right of Reduction and/or Recovery

To aid the Medical Plan in its enforcement of its right of reduction, recovery, reimbursement and subrogation, the Eligible Person and his/her representative must, at the Medical Plan's request and at its discretion:

- Take any action;
- Give information; and
- Execute documents so required by the Medical Plan.

Failure to aid and comply with such requests may result in the Medical Plan withholding or recovering Benefits, services, payments or credits due or paid under the Medical Plan.

The Medical Plan's right to reimbursement occurs when the Medical Plan pays your charges relating to an Accident while waiting for any party to make payment to you or to someone else on your behalf. Reimbursement to the Medical Plan of 100 percent of these charges shall be made at the time the payment is received by you, your attorney or other person on your behalf.

Appealing an Eligibility Claim

If you are denied a Benefit under the Plan due to questions regarding your eligibility or entitlement for coverage under the Plan or regarding the amount you owe, you may request a review upon written application to the Plan Administrator.

You, or your authorized representative, may request access to all relevant documents in order to evaluate whether to request review of an adverse benefits determination and if review is requested, to prepare for such review.

An appeal of an adverse benefits determination must be made in writing within 90 days upon receipt of the notice that the claim was denied. If an appeal is not made within the above referenced timeframe, all rights to appeal the adverse benefits determination and to file suit in court will be forfeited. A written appeal should include: written description of the reason for the appeal, written comments, additional documents and any other information in support of the appeal. The review of the adverse benefits determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

The Plan Administrator, within a reasonable time, but no later than 90 days after receipt of the request for review, will decide the appeal. Any medical expert consulted in connection with the appeal will be different from and not subordinate to any expert consulted in connection with the initial claim denial. The identity of any medical expert consulted in connection with the appeal will be provided upon request. Once a decision is reached, a letter providing notice of the decision will be provided which sets forth:

- The specific reasons for the decision on review;
- The specific Plan provisions on which the decision is based;
- A statement regarding the right to review, upon request and at no charge, relevant documents and other information. If an “internal rule, guideline, protocol, or other similar criterion” is relied on in making the decision on review, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge upon request.

Appealing a Denied Medical or Pharmacy Claim

Notification of Adverse Benefits Determinations

If the Plan makes an adverse Benefit determination, you will receive a written or electronic notice from the Plan with:

- Specific reasons for denial;
- Reference to the Plan provisions on which the denial is based;
- Description of additional information which may be necessary to clarify your Claim and an explanation as to why the information is necessary;
- Explanation of how you may have the Claim reviewed, including applicable time limits and a statement of your right to bring a civil action following an adverse determination or review. Please note, however, that civil action will not be an option until the first mandatory appeal is completed. Also, if a specific internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, the Plan will provide a copy of the rule, guideline, protocol, or other similar criterion or a statement will be provided stating that such an item was used in making the determination and that a copy of it will be sent upon request.

If the adverse determination is based on a Medical Necessity exclusion, Investigational or experimental treatment exclusion, or a similar exclusion or limit, then an explanation of the scientific or clinical judgment for the determination applying the terms of the Plan to your medical circumstances will be provided, or a statement will be provided stating that such analysis will be provided upon request. If you receive an adverse determination concerning a Claim for an Emergency or Medically Urgent Situation, you will also receive a description of the expedited review process available for such a Claim.

Appeal Process for Medical Claims

If you have questions regarding coverage or how a Claim will be paid, you should call the CHI Medical Plan Customer Service Team at the toll-free telephone number listed on the back of your ID card. If, after your Claim is processed, you question the payment of a Claim, you may submit an appeal for review. The appeals process varies slightly depending on whether the Claim is for Prescription Drug Benefits or for other Benefits within the Plan. The Prescription Drug Benefit appeals process is described later in this section. See *Appeal Process for Prescription Drug Claims*.

The review process will be conducted by someone different from the original decision makers and without deference to the original decision. If a decision requires medical judgment, an appropriate medical expert will be consulted who was not previously involved in your case.

If the decision on an appeal is adverse, you may request in writing the identity of the medical expert who was consulted.

Post-Service Claim Appeals Process

Before beginning the appeals process, you may wish to call the CHI Medical Plan Customer Service Team. They may be able to assist you. However, any communication and/or correspondence exchanged with the Customer Service Team will not affect your appeals deadlines as set forth in this Summary Plan Description. You must comply with these deadlines.

STEP ONE – Appeal to the Claims Administrator

If your Claim has been denied in whole or in part, you may have your Claim reviewed. The Claims Administrator will review its decision in accordance with the following procedure:

- Notify the Claims Administrator of the reasons why you do not agree with the denial or partial denial;
- Provide any clinical documentation from your Physician that would substantiate coverage of the denied Claim;
- Include the following information:
 - Name;
 - Address;
 - Daytime Phone Number;
 - Group and ID Number; and
 - Provider Name and Date of Service; and
- File the Claim within 180 days after you receive notice of a denial or partial denial by submitting the appeal to the Claims Administrator either in writing or by calling the CHI Medical Plan Customer Service Team.

Written appeals should be sent by U.S. mail to:

The CHI Medical Plan
Blue Cross Blue Shield of Illinois
Attn: Appeals Department
3405 Liberty Drive
Springfield, IL 62704

You may designate a representative to act for you in the review procedure. Your designation of a representative must be in writing as it is necessary to protect against disclosure of information about you except to your authorized representative.

When you are preparing your appeal, you and/or your authorized representative may ask to see relevant documents and may submit written issues, comments and additional medical information within 180 days after you receive notice of a denial or partial denial.

The Claims Administrator will give you a written decision within 60 days after it receives your request for review. The receipt of the Claims Administrator's written decision marks the end of your official appeal. If the determination is unfavorable to you, you may submit a voluntary request for review to the Medical Plan Administrator, as discussed below.

STEP TWO – Voluntary Request for Review

If the appealed claim is again denied, you may file a second appeal with the Claims Administrator. The denial notice will specify the timeframe for filing a second appeal (typically 60 days from receipt of the denial notice). You also have the right to request without charge, copies of any document, record or other information submitted, considered, generated or used in making the decision.

Notice of the second appeals decision will be sent to you within 60 days of receipt of the appeal.

If your appeal is denied, you may have the right to file a request for an external review of the adverse benefits determination. A denial, reduction, termination or failure to provide a benefit based on a determination that a participant or beneficiary fails to meet the eligibility requirements under the terms

of the Plan is not eligible for external review. Please contact the Claims Administrator for additional information on requesting an external review.

You must exhaust your appeal rights under the Plan before bringing any legal action with respect to a claim for benefits under the Plan. In addition, any such action must be brought within 12 months from the date on which you submitted your claim or the date the claim was required to be submitted, whichever is earlier.

Pre-Service Claim Appeals Process

If you have a pre-service request that has been denied, you are entitled to an expedited review process. Start your expedited review appeal by calling the CHI Medical Plan Customer Service Team. They may be able to assist you. However, any communication and/or correspondence exchanged with the Customer Service team will not affect your appeals deadlines as set forth in this Summary Plan Description. You must comply with these deadlines.

STEP ONE – Appeal to the Claims Administrator

Within 180 days after you receive notice of a denial or partial denial, you may submit an appeal to the Claims Administrator either in writing or by calling the CHI Medical Plan Customer Service Team. The Claims Administrator will need to know the reasons why you do not agree with the denial or partial denial. You should include any clinical documentation from your Physician that would substantiate coverage of the denied Claim. The appeal must include the following information:

- Name;
- Address;
- Daytime Phone Number;
- Group and ID Number; and
- Provider Name and Date of Service.

Written appeals should be sent by U.S. mail to the same address listed above under *Post-Service Claim Appeals Process* for step one appeals to the Claims Administrator.

You may designate a representative to act for you in the review procedure. Your designation of a representative must be in writing as it is necessary to protect against disclosure of information about you except to your authorized representative.

When you are preparing your appeal, you and/or your authorized representative may ask to see relevant documents and may submit written issues, comments and additional medical information within 180 days after you receive notice of a denial or partial denial.

Medically Urgent Pre-Notification Request

If you seek pre-notification for a Medically Urgent Situation and receive an adverse Benefit determination, you are entitled to a review of the adverse determination within 72 hours of the Claims Administrator's receipt of your appeal. If the resolution of your official Medically Urgent Situation pre-notification request appeal is unfavorable to you, then you may submit a voluntary request for review to the Claims Administrator. If you have exhausted your appeal rights, you may pursue legal remedies.

Non-Urgent Pre-Service Requests

If you seek a non-Urgent pre-service request and receive an adverse Benefit determination, you are entitled to a review of the adverse determination within 30 days of the Claims Administrator's receipt of your request for appeal. If the resolution of your official Pre-Service Claim appeal is unfavorable to you, then you may submit a voluntary request for review to the Claims Administrator. If you have exhausted your appeal rights, you may pursue legal remedies.

If the determination is unfavorable to you, you may submit a voluntary request for review to the Medical Plan Administrator, as discussed later in this section.

STEP TWO – Voluntary Request for Review for Both Pre-Service and Post-Service Claims

If the appealed claim is again denied, you may file a second appeal with the Claims Administrator. The denial notice will specify the timeframe for filing a second appeal (typically 60 days from receipt of the denial notice). You also have the right to request without charge, copies of any document, record or other information submitted, considered, generated or used in making the decision.

Notice of the second appeals decision will be sent to you within 60 days of receipt of the appeal.

If your appeal is denied, you may have the right to file a request for an external review of the adverse benefits determination. A denial, reduction, termination or failure to provide a benefit based on a determination that a participant or beneficiary fails to meet the eligibility requirements under the terms of the Plan is not eligible for external review. Please contact the Claims Administrator for additional information on requesting an external review.

You must exhaust your appeal rights under the Plan before bringing any legal action with respect to a claim for benefits under the Plan. In addition, any such action must be brought within 12 months from the date on which you submitted your claim or the date the claim was required to be submitted, whichever is earlier.

External Review

“External Review” is a review of an eligible adverse benefit determination or a final internal adverse benefit determination by an independent review organization/external review organization (ERO) or by the State Insurance Commissioner, if applicable. A “final external review decision” is a determination by an ERO at the conclusion of an external review.

You must complete all of the levels of standard appeal described above before you can request external review, other than in a case of deemed exhaustion. Subject to verification procedures that the Plan may establish, your authorized representative may act on your behalf in filing and pursuing this voluntary appeal. You may file a voluntary appeal for external review of any adverse benefit determination or any final internal adverse benefit determination that qualifies as set forth below.

The notice of adverse benefit determination or final internal adverse benefit determination that you receive will describe the process to follow if you wish to pursue an external review.

You must submit the request for external review within 123 calendar days of the date you received the adverse benefit determination or final internal adverse benefit determination notice. If the last filing date would fall on a Saturday, Sunday or federal holiday, the last filing date is extended to the next day.

that is not a Saturday, Sunday or federal holiday. You also must include a copy of the notice and all other pertinent information that supports your request.

If you file a voluntary appeal, any applicable statute of limitations will be tolled while the appeal is pending. The filing of a claim will have no effect on your rights to any other benefits under the Plan. However, the appeal is voluntary and you are not required to undertake it before pursuing legal action. If you choose not to file for voluntary review, the Plan will not assert that you have failed to exhaust your administrative remedies because of that choice.

Request for External Review

The external review process under this Plan gives you the opportunity to receive review of an adverse benefit determination (including a final internal adverse benefit determination) conducted pursuant to applicable law. Your request will be eligible for external review if the claim decision involves medical judgment and the following are satisfied:

- The Plan, or its designee, does not strictly adhere to all claim determination and appeal requirements under federal law (except for minor violations); or
- the standard levels of appeal have been exhausted; or
- the appeal relates to a rescission, defined as a cancellation or discontinuance of coverage which has retroactive effect.

An adverse benefit determination based upon your eligibility is not eligible for external review. If upon the final standard level of appeal, the coverage denial is upheld and it is determined that you are eligible for external review, you will be informed in writing of the steps necessary to request an external review.

An independent review organization refers the case for review by a neutral, independent clinical reviewer with appropriate expertise in the area in question. The decision of the independent external expert reviewer is binding on you, the medical plan administrator and the Plan unless otherwise allowed by law.

Appeal Process for Prescription Drug Claims

If Prior Authorization of your Prescription Drug is denied, use the following steps:

STEP ONE – Initial Appeal to the Claims Administrator

Within 180 days after you receive notice of a denial or partial denial, forward your appeal to the Claims Administrator. The appeal must be in writing and must include the following information:

- Name;
- Address;
- Daytime Phone Number;
- Group and ID Number; and
- Provider Name and Date of Service.

The appeal should be sent by U.S. mail to:

CVS Caremark
 Appeals Dept. – MC 109
 P.O. Box 52084
 Phoenix, AZ 85072-2084

Or fax toll-free to 1-866-443-1172.

You may designate a representative to act for you in the review process. Your designation of a representative must be in writing as it is necessary to protect against disclosure of information about you except to your authorized representative.

When you are preparing your appeal, you and/or your authorized representative may ask to see relevant documents and may submit written issues, comments and additional medical information within 180 days after you receive notice of a denial or partial denial.

The Claims Administrator will give you a written decision within 30 days after it receives your request for review.

Expedited Review Processes Available for Pre-Notification Claims

If you seek review of a Medically Urgent Situation Claim or Pre-Service Claim that has been denied, and you do not purchase the drug due to its expense, then you are entitled to an expedited pre-service review within 30 days of the Claims Administrator receiving your Claim.

Use the same procedures set forth above in the Appeal Process for Prescription Drug Claims section above.

Medically Urgent Situation Claims

If you seek Prior Authorization for a Prescription Drug that is needed urgently and your request for Prior Authorization is denied, the Claims Administrator will review the adverse determination within 72 hours of their receipt of your request for review. If the resolution of your official Medically Urgent Situation Claim appeal is unfavorable to you, then you may submit a voluntary request for review to the Claims Administrator. If you have exhausted your appeal rights, you may pursue legal remedies.

Pre-Service Claims

If you seek Prior Authorization for a drug, you are denied, and you do not purchase the drug due to its expense, then you are entitled to an expedited pre-service review within 15 days of the Claims Administrator receiving your Claim. Additionally, your second request for review by the Claims Administrator will also be completed within 15 days of their receipt of your second request for review. If the resolution of your official Pre-Service Claim appeal is unfavorable to you, then you may submit a voluntary request for review to the Claims Administrator. If you have exhausted your appeal rights, you may pursue legal remedies.

Termination of Coverage and Coverage Continuation

Termination of Coverage

Coverage under this plan will cease on the last day of the month in which one or more of the following occur:

- You no longer meet the description of an Eligible Person;
- The Catholic Health Initiatives Medical Plan terminates; or
- Your Dependent ceases to be eligible for enrollment as a covered Dependent under the rules set forth in the *Adding or Dropping Coverage* and *Glossary of Terms* sections of this Summary Plan Description (SPD).

No Benefits are available to you for services or supplies rendered after the date of termination of your coverage under this Plan, except as otherwise specifically stated in the *Continuation of Coverage (COBRA)* section below. However, termination of your coverage under the Medical Plan shall not affect any Claim for Covered Services rendered prior to the Effective Date of such termination.

If one of your Dependents becomes ineligible, his or her coverage will end as of the last day of the month in which the Qualified Status Change occurs which makes him or her ineligible (for example, date of marriage, date of divorce, date the limiting age is reached).

Options available for continuation of coverage are explained in the *Continuation of Coverage (COBRA)* section below.

Severance Pay

For benefits-eligible employees, benefits continue through the end of the month following your last day of employment. The following benefits can continue via COBRA for eighteen months:

- Medical Plan
- Dental Plan
- Vision Plan

Employees who receive a severance payout can apply for continuation of the above benefits through COBRA at the active employee premium rate for the first three (3) months of the severance period regardless of their length of severance period. After the first three (3) months of COBRA coverage, all severed employees will be required to pay the full COBRA cost (102% of the premium) if they need additional time for health coverage. Participation in the EAP plan is extended to the employee and family members at no cost while participating in COBRA benefits.

Continuation of Coverage (COBRA)

The purpose of this section of the Summary Plan Description is to explain the options which are required under the Consolidated Omnibus Budget Reconciliation Act of 1985 which is a federal law for temporarily continuing your coverage at group rates in certain instances when your coverage would otherwise end.

Introduction

This notice contains important information about your right to COBRA continuation coverage, which

is a temporary extension of coverage under the Plan. **This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.**

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review this Summary Plan Description (SPD) or contact the Plan Administrator.

Note: Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about Health Insurance Marketplace options at www.healthcare.gov.

What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your Spouse/Legally Domiciled Adult and your Dependent Children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an Employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

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

If you are the Spouse/Legally Domiciled Adult of an Employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

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

Your Dependent Children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-Employee dies;
- The parent-Employee's hours of employment are reduced;
- The parent-Employee's employment ends for any reason other than his or her gross misconduct;
- The parent-Employee becomes entitled to Medicare Benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The Child is no longer eligible for coverage under the Plan as a "Dependent Child."

When is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the Employee, or the Employee becoming entitled to Medicare Benefits (under Part A, Part B, or both), the Employer must notify the Plan Administrator of the qualifying event.

You Must Give Notice of Some Qualifying Events

For other qualifying events (such as: divorce or legal separation of the Employee and Spouse or a Dependent Child's losing eligibility for coverage as a Dependent Child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to the contact provided at the end of this section.

Notification of a qualifying event to the Plan Administrator must include the following information:

- Name and identification number of the Member and each qualified beneficiary;
- Type and date of initial or second qualifying event; and
- Name, address and daytime phone number of the qualified person (or legal representative) that the Plan Administrator may contact if additional information is needed to determine COBRA rights.

How is COBRA Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered Employees may elect COBRA continuation coverage on behalf of their Spouses, and parents may elect COBRA continuation coverage on behalf of their Children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the Employee, the Employee becoming entitled to Medicare Benefits (under Part A, Part B, or both), your divorce or legal separation, or a Dependent Child losing eligibility as a Dependent Child, COBRA continuation coverage lasts for up to a total of 36 months.

When the qualifying event is the end of employment or reduction of the Employee's hours of employment, and the Employee became entitled to Medicare Benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the Employee lasts until 36 months after the date of Medicare entitlement.

For Example: If a covered Employee becomes entitled to Medicare eight months before the date on which his or her employment terminates, COBRA continuation coverage for his or her Spouse and Children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months).

Otherwise, when the qualifying event is the end of employment or reduction of the Employee's hours of employment, COBRA continuation coverage generally lasts for up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability Extension of 18-Month Period of Continuation Coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration (SSA) to be disabled and you notify the Plan Administrator within 60 days of the

Social Security Administration's decision (and before the end of the original 18-month period of COBRA continuation coverage), you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability must have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage.

To request an extension of your continuation coverage due to disability, send a copy of any letters from the Social Security Administration and the Notice of Determination to the contact provided at the end of this section.

Your request must also include the following:

- Name and identification number of the member and each qualified beneficiary;
- Type and date of initial or second qualifying event;
- Phone number of the qualified person (or legal representative) that the Plan Administrator may contact if additional information is needed to determine COBRA rights.

Second Qualifying Event Extension of 18-Month Period of Continuation Coverage

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the Spouse and Dependent Children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the Spouse and any Dependent Children receiving continuation coverage if the Employee or former Employee dies, becomes entitled to Medicare Benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the Dependent Child stops being eligible under the Plan as a Dependent Child, but only if the event would have caused the Spouse or Dependent Child to lose coverage under the Plan had the first qualifying event not occurred.

Determining Your Contributions for Continuation Coverage

Your contributions are regulated by law, based on the following:

- For the 18 or 36-month periods, contributions may never exceed 102 percent of the plan costs.
- During the 18 through 29-month period, contributions for coverage during the extended disability period may never exceed 150 percent of the plan costs.

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA Web site at <http://www.dol.gov/ebsa>. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's Web site.)

Keep Your Plan Informed of Address Changes

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

COBRA Contact Information

Discovery Benefits

P.O. Box 2079
Omaha, NE
68108-2079
1-866-451-3399

Family Medical Leave (FMLA)

If CHI grants you an approved family or medical leave (approved FMLA leave) leave for a period in excess of the period required by FMLA, any continuation of coverage during that excess period will be determined by CHI.

If CHI grants you an approved FMLA leave in accordance with FMLA, you may, during the continuance of such approved FMLA leave, continue health Benefits for you and your eligible Dependents. At the time you request the leave, you must agree to make any required contributions to continue coverage.

If any coverage CHI allows you to continue has reduction rules applicable by reason of age or retirement, the coverage will be subject to such rules while you are on FMLA leave.

Coverage will not be continued beyond the first to occur of:

- The date you are required to make any contribution and you fail to do so.
- The date CHI determines your approved FMLA leave is terminated.
- The date the coverage involved discontinues. However, health coverage may be available to you under another plan sponsored by CHI.

Any coverage being continued for a Dependent will not be continued beyond the date it would otherwise terminate.

If Benefits terminate because your approved FMLA leave is deemed terminated, you may, on the date of such termination, be eligible for continuation under federal law on the same terms as though your employment terminated, other than for gross misconduct, on such date. If this Plan provides any other continuation of coverage (for example, upon termination of employment, death, divorce or ceasing to be a defined Dependent), you (or your eligible Dependents) may be eligible for such continuation on the date CHI determines your approved FMLA leave is terminated or the date of the event for which the continuation is available.

If you acquire a new Dependent while your coverage is continued during an approved FMLA leave, the Dependent will be eligible for the continued coverage on the same terms as would be applicable if you were actively at work, not on an approved FMLA leave.

If you return to work for CHI following the date CHI determines the approved FMLA leave is terminated, your coverage under this Plan will be in force as though you had continued in active employment rather than going on an approved FMLA leave provided you make request for such coverage within 31 days of the date CHI determines the approved FMLA leave to be terminated. If you

do not make such request within 31 days, coverage will again be effective under this Plan only if and when this Plan gives its written consent.

If any coverage being continued terminates because CHI determines the approved FMLA leave is terminated, any Conversion Privilege will be available on the same terms as though your employment had terminated on the date CHI determines the approved FMLA leave is terminated.

General Plan Provisions and Your Rights Under ERISA

Group Benefit Plan Notice of Privacy Practices

Please carefully review this notice. It describes how medical information about you may be used and disclosed and how you can get access to this information.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) imposes numerous requirements on the use and disclosure of individual health information by Catholic Health Initiatives (CHI) health plans. This information, known as protected health information, includes almost all individually identifiable health information held by a plan — whether received in writing, in an electronic medium, or as an oral communication. This notice describes the privacy practices of these plans: Medical, Prescription Drug, Dental, Vision, EAP, Flexible Benefits and Wellness plans. The plans covered by this notice may share health information with each other to carry out treatment, payment, or health care operations. These plans are collectively referred to as the Plan in this notice, unless specified otherwise.

The Plan's duties with respect to health information about you

The Plan is required by law to maintain the privacy of your health information and to provide you with this notice of the Plan's legal duties and privacy practices with respect to your health information. If you participate in an insured plan option, you will receive a notice directly from the Insurer. It's important to note that these rules apply to the Plan, not *CHI* as an employer — that's the way the HIPAA rules work. Different policies may apply to other CHI programs or to data unrelated to the Plan.

How the Plan may use or disclose your health information

The privacy rules generally allow the use and disclosure of your health information without your permission (known as an authorization) for purposes of health care treatment, payment activities, and health care operations. Here are some examples of what that might entail:

- **Treatment** includes providing, coordinating, or managing health care by one or more health care providers or doctors. Treatment can also include coordination or management of care between a provider and a third party, and consultation and referrals between providers. For example, the Plan may share your health information with physicians who are treating you. Further, the Plan may use your health information to contact you to inform you about possible treatment options or alternatives, or to tell you about health-related services available to you. For example, if you are diagnosed or treated for conditions related to high- blood pressure, we may contact you to inform you of available treatment options for that medical condition and where you could access a health care provider to ensure your health care is being properly managed.
- **Payment** includes activities by this Plan, other plans, or providers to obtain premiums, make coverage determinations, and provide reimbursement for health care. This can include determining eligibility, reviewing services for medical necessity or appropriateness, engaging in utilization management activities, claims management, and billing; as well as performing

“behind the scenes” plan functions, such as risk adjustment, collection, or reinsurance. For example, the Plan may share information about your coverage or the expenses you have incurred with another health plan to coordinate payment of benefits.

- **Health care operations** include activities by this Plan (and, in limited circumstances, by other plans or providers), such as wellness and risk assessment programs, quality assessment and improvement activities, customer service, and internal grievance resolution. Note that such programs and activities may be provided by and/or be administered through organizations or entities that are affiliated with CHI, such as Clinically Integrated Network (CIN), if such organization or entity has entered into an agreement to provide such services to the Plan. Such affiliated organizations and entities may use and disclose your health information received from the Plan; however, they are only permitted to use health information disclosed to it for the purposes of providing the services for which they were retained by the Plan, and as described in this Notice. Health care operations also include evaluating vendors; engaging in credentialing, training, and accreditation activities; performing underwriting or premium rating; arranging for medical review and audit activities; and conducting business planning and development. For example, the Plan may use information about your claims to audit the third parties that approve payment for Plan benefits.

The amount of health information used, disclosed or requested will be limited and, when needed, restricted to the minimum necessary to accomplish the intended purposes, as defined under the HIPAA rules. If the Plan uses or discloses PHI for underwriting purposes, the Plan will not use or disclose PHI that is your genetic information for such purposes.

How the Plan may share your health information

The Plan, or its health insurer or CIN, may disclose your health information without your written authorization to CHI for plan administration purposes. CHI may need your health information to administer benefits under the Plan. CHI agrees not to use or disclose your health information other than as permitted or required by the Plan documents and by law. The CHI benefits team within Human Resources is the only CHI employees who will have access to your health information for plan administration functions.

Here’s how additional information may be shared between the Plan and CHI, as allowed under the HIPAA rules:

- The Plan, or its insurer or CIN, may disclose “summary health information” to CHI, if requested, for purposes of obtaining premium bids to provide coverage under the Plan or for modifying, amending, or terminating the Plan. Summary health information is information that summarizes participants’ claims information, from which names and other identifying information have been removed.
- The Plan, or its insurer or CIN, may disclose to CHI information on whether an individual is participating in the Plan or has enrolled or disenrolled in an insurance option offered by the Plan.

In addition, you should know that CHI cannot and will not use health information obtained from the Plan for any employment-related actions. However, health information collected by CHI from other

sources — for example, under the Family and Medical Leave Act, Americans with Disabilities Act, or workers' compensation programs — is *not* protected under HIPAA (although this type of information may be protected under other federal or state laws).

State law may further limit the permissible ways the Plans use or disclose your health information. If an applicable state law imposes stricter restrictions on the Plans, we will comply with that state law.

Other allowable uses or disclosures of your health information

In certain cases, your health information can be disclosed without authorization to a family member, close friend, or other person you identify who is involved in your care or payment for your care. Information about your location, general condition, or death may be provided to a similar person (or to a public or private entity authorized to assist in disaster relief efforts). You'll generally be given the chance to agree or object to these disclosures (although exceptions may be made — for example, if you're not present or if you're incapacitated). In addition, your health information may be disclosed without authorization to your legal representative.

The Plan also is allowed to use or disclose your health information without your written authorization for the following activities:

Workers' compensation	Disclosures to workers' compensation or similar legal programs that provide benefits for work-related injuries or illness without regard to fault, as authorized by and necessary to comply with the laws.
Necessary to prevent serious threat to health or safety	Disclosures made in the good-faith belief that releasing your health information is necessary to prevent or lessen a serious and imminent threat to public or personal health or safety, if made to someone reasonably able to prevent or lessen the threat (or to the target of the threat); includes disclosures to help law enforcement officials identify or apprehend an individual who has admitted participation in a violent crime that the Plan reasonably believes may have caused serious physical harm to a victim, or where it appears the individual has escaped from prison or from lawful custody.
Public health activities	Disclosures authorized by law to persons who may be at risk of contracting or spreading a disease or condition; disclosures to public health authorities to prevent or control disease or report child abuse or neglect; and disclosures to the Food and Drug Administration to collect or report adverse events or product defects.
Victims of abuse, neglect, or domestic violence	Disclosures to government authorities, including social services or protected services agencies authorized by law to receive reports of abuse, neglect, or domestic violence, as required by law or if you agree or the Plan believes that disclosure is necessary to prevent serious harm to you or potential victims (you'll be notified of the Plan's disclosure if informing you won't put you at further risk).
Judicial and administrative proceedings	Disclosures in response to a court or administrative order, subpoena, discovery request, or other lawful process (the Plan may be required to notify you of the request or receive satisfactory assurance from the party seeking your health information that efforts were made to notify you or to obtain a qualified protective order concerning the information).

Law enforcement purposes	Disclosures to law enforcement officials required by law or legal process, or to identify a suspect, fugitive, witness, or missing person; disclosures about a crime victim if you agree or if disclosure is necessary for immediate law enforcement activity; disclosures about a death that may have resulted from criminal conduct; and disclosures to provide evidence of criminal conduct on the Plan's premises.
Decedents	Disclosures to a coroner or medical examiner to identify the deceased or determine cause of death; and to funeral directors to carry out their duties.
Organ, eye, or tissue donation	Disclosures to organ procurement organizations or other entities to facilitate organ, eye, or tissue donation and transplantation after death.
Research purposes	Disclosures subject to approval by institutional or private privacy review boards, subject to certain assurances and representations by researchers about the necessity of using your health information and the treatment of the information during a research project.
Health oversight activities	Disclosures to health agencies for activities authorized by law (audits, inspections, investigations, or licensing actions) for oversight of the health care system, government benefits programs for which health information is relevant to beneficiary eligibility, and compliance with regulatory programs or civil rights laws.
Specialized government functions	Disclosures about individuals who are Armed Forces personnel or foreign military personnel under appropriate military command; disclosures to authorized federal officials for national security or intelligence activities; and disclosures to correctional facilities or custodial law enforcement officials about inmates.
HHS investigations	Disclosures of your health information to the Department of Health and Human Services to investigate or determine the Plan's compliance with the HIPAA privacy rule.
Business Associates	Disclosures to the Plan's third-party business associates (e.g., a health insurance broker/consultant, wellness coordinator, claims billing organization, etc.) that perform activities or services on behalf of the Plan. Each business associate must agree in writing to protect the confidentiality of your medical information.

Except as described in this notice, other uses and disclosures will be made only with your written authorization. For example, in most cases, the Plan will obtain your authorization before it communicates with you about products or programs if the Plan is being paid to make those communications. Certain types of medical information have additional protection under state or federal law. For instance, information about communicable disease and HIV/AIDS, drug and alcohol abuse treatment, genetic testing, and evaluation and treatment for a serious mental illness is treated differently than other types of medical information. For those types of information, we are required to get your permission before disclosing it to others in many circumstances. The Plan will never sell your health information unless you have authorized us to do so. You may revoke your authorization as allowed under the HIPAA rules. However, you can't revoke your authorization with respect to disclosures the Plan has already made. You will be notified of any unauthorized access, use, or disclosure of your unsecured health information as required by law.

Your individual rights

You have the following rights with respect to your health information the Plan maintains. These rights are subject to certain limitations, as discussed below. This section of the notice describes how you may exercise each individual right. See the table at the end of this notice for information on how to submit requests.

Right to request restrictions on certain uses and disclosures of your health information and the Plan's right to refuse

You have the right to ask the Plan to restrict the use and disclosure of your health information for treatment, payment, or health care operations, except for uses or disclosures required by law. You have the right to ask the Plan to restrict the use and disclosure of your health information to family members, close friends, or other persons you identify as being involved in your care or payment for your care. You also have the right to ask the Plan to restrict use and disclosure of health information to notify those persons of your location, general condition, or death — or to coordinate those efforts with entities assisting in disaster relief efforts. If you want to exercise this right, your request to the Plan must be in writing.

The Plan is not required to agree to a requested restriction. If the Plan does agree, a restriction may later be terminated by your written request, by agreement between you and the Plan (including an oral agreement), or unilaterally by the Plan for health information created or received after you're notified that the Plan has removed the restrictions. The Plan may also disclose health information about you if you need emergency treatment, even if the Plan has agreed to a restriction.

An entity covered by these HIPAA rules (such as your health care provider) or its business associate must comply with your request that health information regarding a specific health care item or service not be disclosed to the Plan for purposes of payment or health care operations if you have paid out of pocket and in full for the item or service.

Right to receive confidential communications of your health information

If you think that disclosure of your health information by the usual means could endanger you in some way, the Plan will accommodate reasonable requests to receive communications of health information from the Plan by alternative means or at alternative locations.

If you want to exercise this right, your request to the Plan must be in writing and you must include a statement that disclosure of all or part of the information could endanger you.

Right to inspect and copy your health information

With certain exceptions, you have the right to inspect or obtain a copy of your health information in a "designated record set." This may include medical and billing records maintained for a health care provider; enrollment, payment, claims adjudication, and case or medical management record systems maintained by a plan; or a group of records the Plan uses to make decisions about individuals. However, you do not have a right to inspect or obtain copies of psychotherapy notes or information compiled for civil, criminal, or administrative proceedings. The Plan may deny your right to access, although in certain circumstances, you may request a review of the denial.

If you want to exercise this right, your request to the Plan must be in writing. Within 30 days of receipt of your request, the Plan will provide you with one of these responses:

- The access or copies you requested
- A written denial that explains why your request was denied and any rights you may have to have the denial reviewed or file a complaint
- A written statement that the time period for reviewing your request will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request

You may also request your health information be sent to another entity or person, so long as that request is clear, conspicuous and specific. The Plan may provide you with a summary or explanation of the information instead of access to or copies of your health information, if you agree in advance and pay any applicable fees. The Plan also may charge reasonable fees for copies or postage. If the Plan doesn't maintain the health information but knows where it is maintained, you will be informed where to direct your request.

If the Plan keeps your records in an electronic format, you may request an electronic copy of your health information in a form and format readily producible by the Plan. You may also request that such electronic health information be sent to another entity or person, so long as that request is clear, conspicuous, and specific. Any charge that is assessed to you for these copies must be reasonable and based on the Plan's cost.

Right to amend your health information that is inaccurate or incomplete

With certain exceptions, you have a right to request that the Plan amend your health information in a designated record set. The Plan may deny your request for a number of reasons. For example, your request may be denied if the health information is accurate and complete, was not created by the Plan (unless the person or entity that created the information is no longer available), is not part of the designated record set, or is not available for inspection (e.g., psychotherapy notes or information compiled for civil, criminal, or administrative proceedings).

If you want to exercise this right, your request to the Plan must be in writing, and you must include a statement to support the requested amendment. Within 60 days of receipt of your request, the Plan will take one of these actions:

- Make the amendment as requested
- Provide a written denial that explains why your request was denied and any rights you may have to disagree or file a complaint
- Provide a written statement that the time period for reviewing your request will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request

Right to receive an accounting of disclosures of your health information

You have the right to a list of certain disclosures of your health information the Plan has made. This is often referred to as an "accounting of disclosures." You generally may receive this accounting if the disclosure is required by law, in connection with public health activities, or in similar situations listed in the table earlier in this notice, unless otherwise indicated below. You

may receive information on disclosures of your health information for up to six years before the date of your request. You do not have a right to receive an accounting of any disclosures made in any of these circumstances:

- For treatment, payment, or health care operations
- To you about your own health information
- Incidental to other permitted or required disclosures
- Where authorization was provided
- To family members or friends involved in your care (where disclosure is permitted without authorization)
- For national security or intelligence purposes or to correctional institutions or law enforcement officials in certain circumstances
- As part of a “limited data set” (health information that excludes certain identifying information)

In addition, your right to an accounting of disclosures to a health oversight agency or law enforcement official may be suspended at the request of the agency or official.

If you want to exercise this right, your request to the Plan must be in writing. Within 60 days of the request, the Plan will provide you with the list of disclosures or a written statement that the time period for providing this list will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request. You may make one request in any 12-month period at no cost to you, but the Plan may charge a fee for subsequent requests. You’ll be notified of the fee in advance and have the opportunity to change or revoke your request.

Right to obtain a paper copy of this notice from the Plan upon request

You have the right to obtain a paper copy of this privacy notice upon request. Even individuals who agreed to receive this notice electronically may request a paper copy at any time. The Catholic Health Initiative Notice of Health Information Privacy Practices is available to you upon your request and may be obtained by writing to:

Catholic Health Initiatives
Attn: HR Operations
3900 Olympic Boulevard, Suite 400
Erlanger, KY 41018-1099

You also may obtain a copy of this notice online by visiting the *well-being* pages found on InsideCHI (formerly known as My Healthy Spirit) at <http://home.catholichealth.net/wellbeing>.

Right to Receive Notice of a Breach: You have the right to be notified in writing following a breach of your health information that is not secured in accordance with certain security standards.

Changes to the information in this notice

The Plan must abide by the terms of the privacy notice currently in effect. However, the Plan reserves the right to change the terms of its privacy policies, as described in this notice, at any time and to make new provisions effective for all health information that the Plan maintains. This includes health information that was previously created or received, not just health information created or received after the policy is changed. If changes are made to the Plan's privacy policies described in this notice, you will be provided with a revised privacy notice either through mail to your home address on file or online by visiting the *well-being* pages found on InsideCHI (formerly known as My Healthy Spirit) at <http://home.catholichealth.net/wellbeing>.

Complaints

If you believe your privacy rights have been violated or your Plan has not followed its legal obligations under HIPAA, you may complain to the Plan and to the Secretary of the U.S. Department of Health and Human Services. You won't be retaliated against for filing a complaint. To file a complaint, please visit the following website to file a complaint online or to obtain a Health Information Privacy Complaint form that can be printed and mailed to the regional Office for Civil Rights, Department of Health & Human Services.

www.hhs.gov/ocr/privacy/hipaa/complaints/index.html

Contact

For more information on the Plan's privacy policies or your rights under HIPAA, contact:

*Director Corporate Responsibility Resources
Privacy Officer
Catholic Health Initiatives
188 Inverness Drive West, Suite 800
Englewood CO 80112*

Additional contacts

The following is a list of keypersons or offices you may need to contact to exercise your rights under the HIPAA privacy rule for different benefit plans offered by CHI:

	Restricted disclosures	Confidential communications	Access to or copies of your health information	Amendment of your health information	Accounting of disclosures
Medical Plan – Blue Cross Blue Shield of Illinois	Director, Privacy Office Blue Cross Blue Shield of Illinois P.O. Box 804836 Chicago, IL 60680-4110 Phone: 877-361-7594 (or see back of ID card) Website: http://www.bcbsil.com/important_info/hipaa.html				
Medical Plan – Anthem (KentuckyOne Health)	Privacy Office OH0101-C300 4361 Irwin Simpson Road Mason, OH 45040 Phone: Call member services on the back of your ID card Email WellPoint's Privacy Office: Privacy.Office@WellPoint.com				

	Restricted disclosures	Confidential communications	Access to or copies of your health information	Amendment of your health information	Accounting of disclosures
Medical Plan – Wellmark (Mercy Iowa)	Wellmark, Inc. Privacy Office, Station 5W590 1331 Grand Avenue Des Moines IA 50309-2901 Phone: 877-610-6395 Email: privacyoffice@wellmark.com Website: www.wellmark.com				
Medical Plan – Blue Cross Blue Shield of South Carolina (CHI Health)	Privacy Office Blue Cross Blue Shield of South Carolina I-20 East at Alpine Road (AC-200) Columbia, SC, 29219 Phone: 803-264-7258				
Medical Plan – Cigna (Texas)	Privacy Office Cigna Medical Group CIGNA HealthCare of Arizona 25500 N. Norterra Dr. Phoenix, AZ 85085 Phone: 602-906-2800H				
Medical Plan – QualChoice Health Plan Services, Inc. (Arkansas)	QualChoice Health Plan Services, Inc. ATTN: Privacy Official P.O. Box 25610 Little Rock, AR 72221 Phone: 501-228-7111, ext. 5126				
Medical Plan – Zenith (Highline SEIU)	Zenith American Solutions Attn Tonya Osborne 201 Queen Anne Ave. N. #100 Seattle, WA 98109 P 206.284.4828 VoIP 474828 C 206-200-6731 tosborne@zenith-american.com				
Prescription Drug Plan – Caremark	CVS Caremark Investigations & Incident Response team CVS Caremark P.O. Box 52072 Phoenix, AZ 85072-2072				
Dental Plan – MetLife	MetLife Privacy Office P. O. Box 489 Warwick, RI 02887-9954 privacy@metlife.com				
Vision Plan – EyeMed	Privacy Office EyeMed Vision Care, LLC 4000 Luxottica Place Mason, Ohio 45040 Phone: 513-765-4321 Email: privacyoffice@eyemedvisioncare.com Website: www.eyemedvisioncare.com				

	Restricted disclosures	Confidential communications	Access to or copies of your health information	Amendment of your health information	Accounting of disclosures
Employee Assistance Program (EAP) – Beacon Health Options	Phone: Call member services number 877-679-3819				
Health Account Administrator – HealthEquity	Phone: Call member services on the back of your HealthEquity card.				
Wellness Plan – Preventure	Preventure, Inc. Attn: Privacy Department 2006 Nooseneck Hill Road Coventry, Rhode Island 02816 Fax: (401) 385-9320 Email: kwebster@preventure.com				

Important Plan Information

Plan Sponsor

Catholic Health Initiatives
3900 Olympic Boulevard, Suite 400
Erlanger, KY 41018-1099

Employer Identification Number

47-0617373

Plan Administrator

Catholic Health Initiatives
3900 Olympic Boulevard, Suite 400
Erlanger, KY 41018-1099

Plan Administrator's Authority

The Plan Administrator shall control and manage the operation and administration of the Plan. The Plan Administrator shall have the exclusive right and power to interpret the Plan and to decide all matters arising under the Plan, including eligibility for Benefits and the right to remedy possible ambiguities, inconsistencies, or omissions. All determinations of the Plan Administrator with respect to any matter relating to the administration of the Plan shall be conclusive and binding on all persons.

The Plan Administrator shall have the following additional powers and duties:

- To require any person to furnish such reasonable information as it may request for the proper administration of the Plan as a condition to receiving any Benefits under the Plan;
- To make and enforce such rules and regulations and prescribe the use of such forms as it shall deem necessary for the efficient administration of the Plan;
- To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan, in accordance with the provisions of the Plan;
- To determine the amount of Benefits which shall be payable to any person in accordance with the provisions of the Plan, and to provide a full and fair review to any Participant whose Claim for Benefits has been denied in whole or in part;
- To designate other persons to carry out any duty or power which would otherwise be a responsibility of the Plan Administrator under the terms of the Plan; and
- To interpret Plan terms and provisions.

Delegation by the Plan Administrator

The Plan Administrator may employ the services of such persons as it may deem necessary or desirable in connection with the administration of Claims or other operations of the Plan. The Plan Administrator and any person to whom any duty or power in connection with the operation of the Plan is delegated may rely upon all tables, valuations, certificates, reports, and opinions furnished by any duly appointed actuary, accountant (including Employees who are actuaries or accountants), consultant (internal medical director, ombudsman with clinical background, etc.), third party administration service Provider, legal counsel, or other Specialist.

Payment of Administrative Expenses

All reasonable expenses incurred in administering the Plan, including but not limited to administrative fees and expenses owing to any third party administrative service Provider, actuary, consultant, accountant, Specialist, or other person or organization that may be employed by the Plan Administrator in connection with the administration thereof, shall be paid by the Employer.

Funding Policy

The Employer shall fund this Plan out of its general assets. However, the Employer shall also have the right to, in the future, enter into a contract with one or more insurance companies for the purposes of providing any Benefits under the Plan and to replace any of such insurance companies or contracts. Any dividends, retroactive rate adjustments or other refunds of any type which may become payable under any such insurance contract, to the extent allocable to contributions made by the Employer, shall not be assets of the Plan but shall be the property of and shall be retained by the Employer.

Type of Plan

Welfare Benefit Plan

Plan Number

513

Type of Plan Administration

Employer Administered

Claim Administration

Claims for **medical** Benefits should be directed to:

Blue Cross Blue Shield of Illinois
300 East Randolph
Chicago, IL 60601

Claims for the **Health Savings Account** should be directed to:

HealthEquity, Inc.
15 W. Scenic Pointe Dr., Suite 400
Draper, UT 84020

Agent for Service of Legal Process

General Counsel for Catholic Health Initiatives
1999 Broadway
Suite 2605
Denver, CO 80202

Eligibility

Varies by Market-Based Organization or facility

Minimum Maternity Benefits

Group health plans and health insurance issuers offering group insurance coverage, generally may not, under Federal law restrict Benefits for any Hospital length of stay in connection with childbirth for the mother or newborn Child to less than 48 hours following a normal vaginal delivery, or less than 96 hours following a cesarean section, or require that a Provider obtain authorization from the Plan or the insurance issuer for prescribing a length of stay in excess of the above periods.

Loss of Benefits

The provisions regarding termination of coverage and limitations and exclusions of Benefits that may result in reduction or loss of Benefits are explained in this Summary Plan Description.

Contributions

Varies by Market-Based Organization or facility

Funding Arrangements

General assets

Plan Year

The twelve-month period from January 1 to December 31. Your individual Benefit Plan Year may be different depending on your MBO or facility. (See definition of Benefit Plan Year.)

Future of the Plan

Although Catholic Health Initiatives intends to continue the Plan indefinitely, Catholic Health Initiatives reserves the right to amend or end the Plan at any time for any reason. Changes may be made retroactively, if necessary, to qualify or maintain the Benefits under the Internal Revenue Code or the Employee Retirement Income Security Act of 1974 (ERISA). If the plan is amended or ends, you and other active members may not receive Benefits as described in this booklet. However, you may be entitled to receive different Benefits, or Benefits under different conditions. In no event will you become entitled to any vested rights under this Plan.

Statement of ERISA Rights

As a Participant in the Catholic Health Initiatives Medical Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to the following rights:

Receive Information about Your Plan and Benefits

You may examine, free of charge, all documents governing the Plan including insurance contracts, collective bargaining agreements and the latest annual report (Form 5500 Series). These documents are available at the Plan Administrator's office. The annual report also is filed with the U.S. Department of Labor and is available at the Public Disclosure Room of the Employee Benefits Security Administration.

You may obtain copies of all documents governing the operation of the Plan, including updated Summary Plan Descriptions by writing to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

You may also receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Continue Group Health Plan Coverage

You may continue health care coverage for yourself, your Spouse, or your Dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your Dependents may have to pay for such coverage. Review this Summary Plan Description for the rules governing your COBRA continuation coverage rights.

If you have Creditable Coverage from another plan, you will receive a Certificate of Creditable Coverage that helps to reduce or eliminate exclusionary periods of coverage for Pre-Existing Conditions under your new group health plan. You will be provided a Certificate of Creditable Coverage, free of charge, from Blue Cross Blue Shield:

- When you lose coverage under the plan
- When you become entitled to elect COBRA continuation coverage, or
- When your COBRA continuation coverage ends.

You may also request a Certificate of Creditable Coverage before your coverage ends, or for up to 24 months after losing coverage.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan Participants, ERISA imposes duties upon the people who are responsible for operating the plan. These people are called "fiduciaries" of the plan. They have a duty to act prudently and in the interest of you and other plan Participants and beneficiaries.

No one, including your Employer or any other person, may terminate your employment or otherwise discriminate against you in any way to prevent you from obtaining a Benefit to which you are otherwise entitled or from exercising your rights under ERISA.

Enforcement of Your Rights

If your Claim for a Benefit is denied or ignored, in whole or in part, the Plan Administrator must give you a written explanation of the reason for the denial, and you can obtain copies of documents relating to the decision, without charge. You also have the right to have the Plan Administrator review and reconsider your Claim, all within certain defined time schedules.

Under ERISA, there are steps you can take to ensure the above rights. For instance, if you request materials from the Plan Administrator and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If your Claim for Benefits is denied or ignored, in whole or in part, you may file suit in a state or federal court. You may also file suit in a federal court if you disagree with a decision, or the lack of a decision, concerning the qualified status of a domestic relations order or medical Child support order. If plan fiduciaries misuse the plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose (for example, if the court finds your Claim is frivolous), it may order you to pay these costs and fees.

Assistance with Your Questions

If you have any questions about this plan, you should contact the CHI Medical Plan Customer Service Team at the toll-free telephone number listed on the back of your ID card. If you have any questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or contact the:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue NW
Washington D.C. 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

Glossary of Terms

The definitions in this section are terms that are written in capital letters and are used in various sections throughout this Summary Plan Description, and have a specific meaning when applied to your health care coverage. When you come across these terms while reading this SPD, please refer to these definitions because they will help you understand some of the limitations or special conditions that may apply to your Benefits. If a term within a definition begins with a capital letter, it means that the term is also defined in these definitions. All definitions have been arranged in alphabetical order. A term that appears in only one section may be defined within that section rather than within this *Glossary of Terms*.

Accident or Accidental Injury...means an accidental bodily injury that is not related to any Illness.

Acupuncture...means the technique of passing long, thin needles through the skin to specific points on the body for treatment of certain Conditions.

Acupuncturist...means a duly licensed acupuncturist.

Admission...means formal acceptance as a patient to a Hospital or other covered facility for a health Condition.

Affordable Care Act (ACA) Preventive Care Drugs...means certain preventive care drugs, as defined by the United States Preventive Services Task Force which are covered 100 percent by the Medical Plan, when prescribed by a physician:

- Aspirin – limited to persons age 45 through 79 years
- Bowel Preparation for Colonoscopy Screening – limited to persons age 49 to 76 years
- Fluoride – limited to persons through the age of 5 years
- Folic Acid – limited to females through the age of 55 years
- Iron – limited to persons less than 1 year of age
- Vitamin D – limited to persons 65 or older

Ambulance...means any licensed land, air, or water vehicle designated, constructed, or equipped for and used for transporting persons in need of medical or surgical attention.

Ambulance Transportation...means local transportation in a specially-equipped certified vehicle from your home, scene of Accident or medical Emergency to a Hospital, between Hospital and Hospital, between Hospital and Skilled Nursing Facility, or from a Skilled Nursing Facility or Hospital to your home. If there are no facilities in the local area equipped to provide the care needed, Ambulance Transportation then means the transportation to the closest facility that can provide the necessary services.

Ambulatory Surgical Facility...means a facility (other than a Hospital) whose primary function is the provision of surgical procedures on an ambulatory basis and which is duly licensed by the appropriate state and local authority to provide such services.

Anesthesia Services...means the administration of anesthesia and the performance of related procedures by a Physician or a Certified Registered Nurse Anesthetist which may be legally rendered by them respectively.

Annual Enrollment...means the period specified by CHI during which you may elect or change coverage for you and your eligible Dependents.

Benefit Year...means the period in which your Deductibles, Coinsurance maximums and other Benefit maximums accrue. When you first enroll in the Catholic Health Initiatives (CHI) Medical Plan, your first Benefit Year begins on your Coverage Date and ends on December 31 of that year. On subsequent years, your Benefit Year will be the 12-month period from January 1 to December 31.

Benefits...mean Medically Necessary Covered Services or Supplies that qualify for payment under this Plan.

Billed Amount...means the amount that a Provider bills for a service or supply, or the retail price that a Pharmacy charges for a Prescription Drug, whether or not it is covered under this Plan.

Birth Center...means a duly licensed facility, institution or place where births are planned to occur following a normal, uncomplicated, low-risk pregnancy.

Brand Name Drug...means a drug item which is under the patent by its original innovator or marketer. The patent protects the drug from competition from other drug companies.

Breach...means the unauthorized acquisition, access, use, or disclosure of Unsecured PHI which compromises the security or privacy of such information. For purposes of this definition, “compromises the security or privacy of such information” means poses a significant risk of financial, reputational, or other harm to the individual who is the subject of the PHI. A use or disclosure of a Limited Data Set, that also excludes date of birth and zip code, does not compromise the security and privacy of PHI. Breach excludes:

- Any unintentional acquisition, access, or use of PHI by a Workforce Member or person acting under the authority of a Covered Entity or a Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted by HIPAA.
- Any inadvertent disclosure by a person who is authorized to access PHI at a Covered Entity or Business Associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or Organized Health Care Arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under HIPAA.
- A disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

Business Associate...means any third-party, other than the Plan Sponsor or Plan Sponsor personnel, who receives, uses, or discloses Protected Health Information in connection with the performance of an administrative function on behalf of the Plan or the Organized Health care Arrangement, or in connection with the provision of legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation or financial services to or on behalf of the Plan

or the Organized Health Care Arrangement, within the meaning of the Privacy Standards of the Health Insurance Portability and Accountability Act of 1996, 21 CFR Parts 160 and 164 (“HHS Reg.”), §160.103.

Catholic Health Initiatives or CHI...means Catholic Health Initiatives and its Market-Based Organizations (MBOs).

CHI Facility...means a Hospital or other health care facility which is fully or partially owned by Catholic Health Initiatives (CHI).

Certificate of Credible Coverage...means a certificate disclosing information relating to your Credible Coverage under a health care Benefit program for purposes of reducing any Preexisting Condition exclusion imposed by any group health plan coverage.

Certified Clinical Nurse Specialist...means a duly licensed certified clinical nurse Specialist.

Certified Nurse-Midwife...means a duly licensed certified nurse-midwife.

Certified Nurse Practitioner...means a duly licensed certified nurse practitioner.

Certified Registered Nurse Anesthetist or CRNA...means a duly licensed certified nurse anesthetist.

Chemical Dependency...means substance abuse or dependence on drugs and/or alcohol, including abuse of Prescription Drugs.

Chemotherapy...means the treatment of malignant Conditions by pharmaceutical and/or biological anti-neoplastic drugs.

Child...means:

- A dependent (within the meaning of Code § 105(b)) child, married or unmarried, of an Eligible Person by birth, marriage, legal adoption, or placement for adoption who is under the age of 26; or
- A dependent (within the meaning of Code § 105(b)) child, married or unmarried, of an Eligible Person by birth, marriage, legal adoption, or placement for adoption who is under the age of 26 for whom the eligible Person is required by law to provide health coverage; or
- A dependent (within the meaning of Code § 105(b)) child, married or unmarried, under the age of 26 of an eligible Legally Domiciled Adult; or
- A dependent (within the meaning of Code § 105(b)) child, married or unmarried, under the age of 26 who resides primarily in the Eligible Person’s household and for whom the Eligible Person is the Legal Guardian, such as a court approved foster child; or
- A dependent (within the meaning of Code § 105(b)) unmarried child of the Eligible Person by birth, marriage, legal adoption, or placement for adoption who is age 26 or over, who is dependent upon the Eligible Person for support and maintenance because of a continuous developmental or physical disability that began prior to the date the dependent attained age 26 and:
 - The disabled dependent was covered by this Plan or other group medical insurance coverage as a disabled dependent prior to reaching age 26.

- If enrolling for the first time, the disabled dependent who is 26 years of age or older of a newly Eligible Person may be enrolled for coverage if the Eligible Person enrolls during the initial eligibility period and provides proof that the dependent satisfies the foregoing requirements within 31 days of the initial date of eligibility.
- The Plan may request documentation of the dependent's continued disability on an annual basis. The disabled dependent shall be eligible for coverage so long as the dependent continues to be disabled, unless coverage otherwise terminates under the Plan.
- The disabled dependent must be continuously covered under the Plan in order to maintain eligibility.

Chiropractor...means a duly licensed chiropractor.

Claim...means notification in a form acceptable to the Claims Administrator that a service has been rendered or furnished to you. This notification must include full details of the service received, including your name, age, sex, identification number, the name and address of the Provider, an itemized statement of the service rendered or furnished, the date of service, the diagnosis, the Billed Amount, and any other information which the Claims Administrator may request in connection with services rendered to you.

Claims Administrator...means Blue Cross Blue Shield of Illinois for medical claims and CVS/Caremark for Prescription Drug claims.

Claim Payment...means the Benefit payment calculated by the Claims Administrator, after submission of a Claim, in accordance with the Benefits described in this SPD. All Claim Payments will be calculated on the basis of the Eligible Charge for Covered Services rendered to you, regardless of any separate financial arrangement between the Claims Administrator and a particular Provider.

Clinical Laboratory...means a duly licensed clinical laboratory.

Clinical Professional Counselor...means a duly licensed clinical professional counselor.

Clinical Social Worker...means a duly licensed clinical social worker.

Clinically Integrated Network (CIN)... means a network of providers, facilities and ancillary services collaborating to improve the health of their patients. For purposes of this Summary Plan Description, the following local CINs are considered an Enhanced network: Colorado Health Neighborhoods for those in Denver; Rainier Health Network for those in Tacoma and Mission Health Care Network for those in Chattanooga.

COBRA...means those sections of the Consolidated Omnibus Budget Reconciliation Act of 1985 (P.L. 99-272), as amended, which regulate the conditions and manner under which an Employer can offer continuation of group health insurance to Eligible Persons whose coverage would otherwise terminate under the terms of this program.

Coinsurance...means that you and the Plan share a percentage the Eligible Charge.

Condition...means any disease, Illness, Accident or Accidental Injury, bodily dysfunction, pregnancy, Substance Abuse disorder, or Illness Affecting Mental Health.

Copayment or Copay...means a specified dollar amount that you are required to pay towards a Covered Service.

Coverage Date...means the date on which your coverage under the Catholic Health Initiatives (CHI) Medical Plan begins.

Covered Entity...means a health plan, health care clearinghouse, or a health care Provider who transmits Protected Health Information in electronic form.

Covered Provider...means a Provider covered under this Plan.

Covered Service or Covered Services and Supplies...means a service and/or supply specified in this SPD for which Benefits will be provided.

Credible Coverage...means coverage you had under any of the following:

- A group health plan;
- Health insurance coverage for medical care under any Hospital or medical service policy plan, Hospital, or medical service plan contract, or HMO contract offered by a health insurance insurer;
- Medicare (Parts A or B of Title XVIII of the Social Security Act);
- Medicaid (Title XIX of the Social Security Act);
- Medical care for members and certain former members of the uniformed services and their Dependents;
- A medical care program of the Indian Health Service or of a tribal organization;
- A state health Benefits risk pool;
- A health plan offered under the Federal Employees' Health Benefits Program;
- A public health plan established or maintained by a State or any political subdivision of a State, the U.S. government, or a foreign country;
- A health plan under Section 5(e) of the Peace Corps Act; or
- State Children's Health Insurance Program (Title XXI of the Social Security Act).

Custodial Care Service...means any services primarily for personal comfort or convenience that provides general maintenance, preventive, and/or protective care without any clinical likelihood of improvement of your Condition. Custodial Care Services also means those services that do not require the technical skills, professional training, and clinical assessment ability of medical and/or nursing personnel in order to be safely and effectively performed. These services can be safely provided by trained or capable non-professional personnel, are to assist with routine medical needs (e.g., simple care and dressing, administration of routine medications, etc.) and are to assist with activities of daily living (e.g., bathing, eating, dressing, etc.). Custodial Care Services also means providing care on a continuous Inpatient or Outpatient basis without any clinical improvements by you.

Deductible...means the amount you have to pay before your Catholic Health Initiatives (CHI) Medical Plan Benefits subject to Coinsurance begin (except for preventive care, office visit Coinsurance amounts, CHI Facility charges and Prescription Drugs).

Dentist...means a duly licensed Dentist.

Dependent...means your Spouse, an eligible Legally Domiciled Adult and/or Child(ren) as defined in this section of the Summary Plan Description. Only one non-child Dependent can be enrolled.

Diabetes Educator...means a duly licensed person who is legally certified to supervise diabetes Outpatient self-management training and educational services. These services are designed to teach diabetics self-management skills and lifestyle changes to effectively manage diabetes and to avoid complications from diabetes.

Diagnostic Service...means tests rendered for the diagnosis of your symptoms and which are directed toward evaluation or progress of a Condition, disease or Accidental Injury. Such tests include, but are not limited to, x-rays, pathological services, Clinical Laboratory tests, pulmonary function studies, electrocardiograms, electroencephalograms, radioisotope tests and electromyograms.

Dialysis Facility...means a facility (other than a Hospital) whose primary function is the treatment and/or provision of maintenance and/or training dialysis on an ambulatory basis for renal dialysis patients and which is duly licensed by the appropriate governmental authority to provide such services.

Dietitian...means a duly licensed dietitian.

Drug Utilization Review (DUR)...means a system-based drug Claims review process which alerts Pharmacists and Physicians to important therapeutic issues regarding the use of medication. By alerting Physicians and Pharmacists to issues, DUR reduces risk and improves the quality of care for the patient, and reduces unwarranted costs.

Durable Medical Equipment Provider...means a duly licensed durable medical equipment Provider.

Effective Date...means the first day of coverage under CHI's health plan or the first day following the waiting period.

Eligible Charge...means (a) in the case of a Provider other than a Professional Provider which has a written agreement with the Claims Administrator to provide care to you at the time Covered Services are rendered, such Provider's Billed Amount for Covered Services and (b) in the case of a Provider other than a Professional Provider which does not have a written agreement with the Claims Administrator to provide care to you at the time Covered Services are rendered, the amount for Covered Services as determined by the Claims Administrator based on the following order:

- The charge which is within the range of charges other similar Hospitals or facilities in similar geographic areas charge their patients for the same or similar services, as reasonably determined by the Claims Administrator, if available,
- The amount that the Center for Medicare & Medicaid Services (CMS) reimburses the Hospitals or facilities in similar geographic areas for the same or similar services rendered to members in the Medicare program, or
- The charge which the particular Hospital or facility usually charges its patients for Covered Services.

Eligible Person...means an Employee of the Employer who meets the eligibility requirements for this coverage, as described in the *Eligibility* section and the *Eligibility Addendum*.

Embedded... means the individual Deductible and Out-of-Pocket Maximums are included in the family Deductible and Out-of-Pocket Maximums. Family members will accumulate deductible and out-of-pocket maximum amounts until they meet the individual limits listed. The remaining family members will accumulate amounts to meet the family limits. No individual of a family will ever meet the entire family limits.

Emergency or Medically Urgent Situation...means an accidental traumatic bodily injury or other medical Condition that arises suddenly and unexpectedly and manifests itself by acute symptoms of such severity, including severe pain, that the absence of immediate medical attention could reasonably be expected by a Prudent Layperson who possesses an average knowledge of health and medicine to:

- Place a patient's health in serious jeopardy, or with respect to a pregnant woman, place the health of the woman or her unborn Child in serious jeopardy;
- Result in serious impairment to the patient's bodily functions;
- Result in serious dysfunction of a bodily organ or body part; or,

In the opinion of a Physician with knowledge of the patient's medical Condition, would subject the patient to severe pain that cannot be managed without the services in question. With respect to a pregnant woman who is having contractions, an Emergency exists where there is inadequate time to affect a safe transfer to another Hospital before delivery, or the transfer may pose a threat to the health or safety of the woman or unborn Child.

Conditions that require immediate Emergency treatment include, but are not limited to the following:

- Heart attacks;
- Strokes;
- Convulsions;
- Serious burns;
- Bone fractures;
- Wounds requiring sutures (stitches);
- Poisoning;
- Severe chest or abdominal pains;
- Loss of consciousness;
- Major depression with significant suicidal intent;
- Psychosis with associated homicidal intent; and
- Manic episode resulting in inability to care for oneself.

In addition, the service provided must be a Covered Service or Supply, and not one that is normally treated on a non-Emergency basis.

Emergency Accident Care...means the initial Outpatient treatment of accidental injuries which a Prudent Layperson would consider an Emergency including related Diagnostic Services.

Emergency Medical Care...means services provided for the initial Outpatient treatment, including related Diagnostic Services, for a medical Condition, which a Prudent Layperson would consider an Emergency and would reasonably require you to seek immediate medical aid.

Examples of Emergency Medical Conditions are: severe chest pains, convulsions, or persistent severe abdominal pains.

Employee...means an individual employed by the Employer who meets the following requirements:

- Employer withholds income tax on any portion of his or her income and Social Security contributions are made for him or her by the Employer, and
- Such individual is determined by the Employer to be an Employee, for purposes of the Employer's payroll records. "Employee" does not include a "Leased Employee," as defined in Code Section 414(n)(2). Only individuals who are paid as Employees from the Employer's payroll and are treated by the Employer as Employees will be considered Employees for purposes of the Plan. Any individual who is treated as an independent contractor by the Employer is not an Employee. Also, an individual who renders services to the Employer pursuant to an agreement between the Employer and a leasing organization, temporary employment agency or any other organization is not an Employee. Any individual who is retroactively or in any other way held or found to be a "statutory" or "common-law" Employee of the Employer will not be eligible to participate in the Plan for any period he or she was not contemporaneously treated as an Employee by the Employer and considered by the Employer to be an Employee. In addition, such an individual will remain ineligible for participation in the Plan unless the Plan is amended to specifically render the individual eligible for Plan participation.

Employer...means Catholic Health Initiatives ("CHI") and any MBOs or facilities/entities listed in the *Eligibility Addendum*. Where the context requires it, the term CHI will also mean Employer.

Employment Status...means any of the following events that affect the eligibility of you, your Spouse or your Dependent:

- Termination or commencement of employment with CHI;
- Strike or lockout;
- Commencement of or return from an unpaid leave of absence; and
- Change in worksite.

ERISA...means the Employee Retirement Income Security Act of 1974. ERISA applies to health and welfare plans, as well as retirement plans.

Facility Charge...means charges billed for by a CHI Facility on a universal billing "UB" form. The Facility Charge does not include any charges billed for separately by a Physician or other Provider.

Family Coverage...means coverage for you and your enrolled Dependents under this Plan. For purposes of this SPD Family Coverage will mean Employee/Child(ren), Employee/Spouse, or Employee/Spouse/Child(ren) coverage.

Financial Responsibility...means the degree of financial support sufficient to Claim and eligible Dependent as an exemption of the Eligible Person's federal income tax return.

Formulary...means a listing of preferred Brand Named Drugs as determined by a committee or Pharmacists and Physicians based on safety, clinical efficacy, and cost of therapy.

Generic Drug...means drug products manufactured and distributed after the patent of the innovator brand-name drug has expired. The Generic Drug must have the same active ingredient, strength, and dosage form as its brand-name counterpart.

Group Coverage...means a plan whose members share a common relationship, such as employment or membership.

HDHP/HSA Covered Preventive Drugs...means certain approved drugs that will not be subject to the deductible on the Integrated HDHP/HSA. The drugs will, however, still have the appropriate coinsurance for the tier of the specific drug. These drugs can be found on the CVS/Caremark HDHP Plan Preventive Drug List. The list is located on the “Pharmacy Plan” page under the Benefit tab on the *well-being* pages found on InsideCHI (formerly known as My Healthy Spirit) at <http://home.catholichealth.net/wellbeing>. You can also check the Formulary Drug List for other medications that are covered on the plan. The cost of these drugs will apply to your deductible, and then coinsurance applies. See Pharmacy Coverage of Benefits for additional information.

Health Savings Account (HSA) ...means an account funded by you and possibly your employer that can be used to cover the cost of covered services, including prescription drugs, up to the IRS annual limit or the accrued amount in your account.

HIPAA...means the Health Insurance Portability and accountability Act of 1996.

Home Health Care Program...means an organized skilled patient care program in which care is provided in the home. Such home care may be rendered by a Hospital’s duly licensed home health department or by other duly licensed home health agencies. You must be homebound (that is, unable to leave home without assistance and requiring supportive devices or special transportation) and you must require Skilled Nursing Service on an intermittent basis under the direction of your Physician. This program includes, among other things, Skilled Nursing Service by or under the direction of a registered professional nurse, the services of Physical Therapists, Hospital laboratories, and necessary medical supplies. It does not include Custodial Care Service.

Home Infusion Therapy Provider...means a duly licensed home infusion therapy Provider.

Hospice...means a duly licensed autonomous, centrally administered, nurse-coordinated program providing home, Outpatient, and Inpatient care for a covered Participant who is Terminally Ill and members of the Participant’s family. At a Hospice, a team of healthcare Providers assists in providing Palliative Care and support to meet the special needs arising during the final stages of Illness, and during dying and bereavement. This team of Providers includes a doctor and nurse, and may also include a social worker, a clergy member or counselor and volunteers.

Hospice Care Program Provider...means an organization duly licensed to provide Hospice Care Program Services.

Hospice Care Program Service...means a centrally administered program designed to provide for the physical, psychological, and spiritual care for dying persons and their families. The goal of Hospice care is to allow the dying process to proceed with a minimum of patient discomfort while maintaining

dignity and a quality of life. Hospice Care Program Service is available in the home, Skilled Nursing Facility, or special Hospice care unit.

Hospital...means a duly licensed institution for the care of the sick which provides services under the care of a Physician including the regular provision of bedside nursing by Registered Nurses. It does not mean health resorts, rest homes, nursing homes, skilled nursing facilities, convalescent homes, custodial homes of the aged, or similar institutions.

The term Hospital does not include a specialty institution or residential facility, or a U.S. Government Hospital or any other Hospital operated by a governmental unit, unless a charge is made by the Hospital that the patient is legally required to pay without regard to insurance coverage.

Infertility...means the inability to conceive a Child after one year of unprotected sexual intercourse or the inability to sustain a successful pregnancy.

Illness...means physical sickness or disease, pregnancy, or congenital anomaly.

Illness Affecting Mental Health...means those Illnesses, classified as disorders in the current *Diagnostic and Statistical Manual of Mental Disorders* published by the American Psychiatric Association.

Independent Clinical Laboratory...means a duly licensed facility where human materials or specimens are examined for the purpose of diagnosis, prevention, or treatment of a Condition.

Individual Coverage...means coverage under the health care plan for yourself.

Injury...means a bodily injury that is not related to any Illness.

In-Network Provider...means a Professional Provider which has a written agreement with the Claims Administrator to provide services to Participants.

Inpatient...means that you are a registered bed patient and are treated as such in a health care facility.

Intensive Care Unit...means a specialized area in a Hospital where an acutely ill patient receives intensive care or treatment. Included in the Hospital's charge for an Intensive Care Unit are the services of specially trained professional staff and nurses, supplies, and the use of any and all equipment and the patient's board. A coronary care unit is also considered an Intensive Care Unit.

Investigational...means procedures, drugs, devices, services and/or supplies which

- Are provided or performed in special settings for research purposes or under a controlled environment and which are being studied for safety, efficiency, effectiveness, and/or
- Are awaiting endorsement by the appropriate National Medical Specialty College or federal government agency for general use by the medical community at the time they are rendered to you, and
- Specifically with regard to drugs, combination of drugs and/or devices, are not finally approved by the Food and Drug Administration at the time used or administered to you.

Law Enforcement Official...means an officer or employee of any agency or authority of the United States, a state, a territory, a political subdivision of a state or territory, or an Indian tribe, who is empowered by law to:

- Investigate or conduct an official inquiry into a potential violation of law; or
- Prosecute or otherwise conduct a criminal, civil, or administrative proceeding arising from an alleged violation of law.

Legal Guardian or Guardianship...means an individual who was appointed as guardian, conservator, loco parentis or similar role for a Child by a court having appropriate jurisdiction over such Child.

Legally Domiciled Adult means an individual over 18 who has, for at least six months, lived in the same principal residence of an employee and remains a member of that employee's household throughout the coverage period; and who either:

- Has an on-going, exclusive and committed relationship with the employee (not a casual roommate or tenant), shares basic living expenses and is financially interdependent with the employee, is neither legally married to anyone else nor legally related to the employee by blood in any way that would prohibit marriage.
- Is the employee's blood adult relative who meets the definition of his or her tax dependent as defined by Section 152 of the Internal Revenue Code during the coverage period, and is not considered a Child as defined in this section of the Summary Plan Description.

Level of Coverage...means the medical Plan option selected by the Plan Participant.

Lifetime Maximum...means the maximum amount that this Plan will pay over the course of an Employee or Dependent's lifetime.

Maintenance Occupational, Physical and/or Speech Therapy...means therapy administered to you to maintain a level of function at which no demonstrable and measurable improvement of a Condition will occur.

Marriage and Family Therapist...means a duly licensed marriage and family therapist.

Massage Therapist...means a duly licensed massage therapist.

Massage Therapy...means the treatment for chronic pain by physical means by a Physician, registered professional Physical Therapist, or licensed Massage Therapist. Massage Therapy must be prescribed by a Physician and must be Medically Necessary.

Maternity Service...means the services rendered for normal pregnancy. A normal pregnancy means an intrauterine pregnancy which, through vaginal delivery, results in an infant, who is not premature or preterm. Premature or preterm means an infant born with a low birth weight, 5.5 pounds or less, or an infant born at 37 weeks or less.

MBO...means a Market-Based Organization or facility of CHI.

Medical Care...means the ordinary and usual professional services rendered by a Physician or other specified Provider during a professional visit for treatment of an Illness or Accidental Injury.

Medically Necessary or Medical Necessity...means that a specific service provided to you is reasonably required, in the reasonable judgment of the Claims Administrator, for the treatment of management of a medical symptom or Condition and that the service provided is the most efficient and economical service which can safely be provided to you. When applied to Hospital Inpatient Services, Medically Necessary means that your medical symptoms or Condition require that the treatment be provided to you as an Inpatient and that treatment cannot safely be provided to you as an Outpatient. Further, Medically Necessary means that Inpatient Hospital care and treatment will not be covered when, in the reasonable judgment of the Claims Administrator, your medical symptoms and Condition no longer necessitate your continued stay in a Hospital. The fact that a Physician or other health care Provider may prescribe, order, recommend, or approve a service or supply does not of itself make such a service Medically Necessary.

Medicare...means the program established by Title XVIII of the Social Security Act (42 U.S.C. § 395 et seq.).

Medicare Approved or Medicare Participating...means a Provider which has been certified or approved by the Department of Health and Human Services for participating in the Medicare Program.

Medicare Secondary Payer or MSP...means those provisions of the Social Security Act set forth in 42 U.S.C. § 395 y (b), and the implemented regulations set forth in 42 C.F.R. Part 411, as amended, which regulate the manner in which certain Employers may offer group health care coverage to Medicare-eligible Employees, their Spouses and, in some cases, Dependent Children.

Mental Health Condition...means an Illness Affecting Mental Health.

Mental Health Unit...means a unit established to perform preadmission review and length of stay review for Inpatient and/or Outpatient services for the treatment of Illness Affecting Mental Health and Substance Abuse.

Out-of-Network Provider...means a Hospital, Professional Provider, or facility which does not have a written agreement with the Claims Administrator to provide services to Participants. Costs for services received from an Out-of-Network Provider/facility are based on a percentage of the Medicare allowable rate for most services.

Occupational Therapist...means a duly licensed occupational therapist.

Occupational Therapy...means constructive therapeutic activity designed and adapted to promote the restoration of useful physical function. Occupational Therapy does not include educational training or services designed and adapted to develop a physical function.

Optometrist...means a duly licensed optometrist.

Organized Health Care Arrangement...means this Plan and each other health plan maintained by the Plan Sponsor, including the insurers that provide Benefits under any such plan.

Orthotic Provider...means a duly licensed orthotic Provider.

Out-of-Pocket Maximum...means the maximum amount you are required to pay in a Benefit Year for Eligible Medical and Prescription Charges for your Copayments, Coinsurance and Deductible. The Out-of-Pocket Maximum does not include penalties and charges that are ineligible for reimbursement.

Outpatient...means that you are receiving treatment while not an Inpatient. Services considered Outpatient include, but are not limited to, services in an Emergency room regardless of whether you are subsequently registered as an Inpatient in a health care facility.

Outpatient Facility...means a duly licensed facility other than a doctor's, physical therapist's or midwife's office that provides Outpatient services for treatment of an Illness or Accident, other than for Illness Affecting Mental Health or Substance Abuse.

Palliative Care...means reduction or abatement of pain and other troubling symptoms through services provided by members of the Hospice team of Providers.

Partial Hospitalization Treatment Program...means a Claims Administrator approved planned program of a Hospital or Substance Abuse Treatment Facility for the treatment of Illness Affecting Mental Health or Substance Abuse Rehabilitation Treatment in which patients spend days or nights.

Participant or Plan Participant...means a person covered under this Plan.

Permitted Disclosures...means any disclosure for purposes of payment, treatment, or health care operations of a plan or its Organized Health Care Arrangement as defined in HHS Reg. §164.501.

Permitted Uses...means any payment, treatment, or health care operation of the Plan or its Organized Health Care Arrangement as defined in HHS Reg. §164.501.

Pharmacist...means a duly licensed Pharmacist.

Pharmacy...means any licensed establishment in which the profession of Pharmacy is practiced.

Physical Therapist...means a duly licensed physical therapist.

Physical Therapy...means the treatment of a disease, injury, or Condition by physical means by a Physician or a registered profession physical therapist under the supervision of a Physician and which is designed and adapted to promote the restoration of a useful physical function. Physical Therapy does not include educational training or services designed and adapted to develop a physical function.

Physician...means a Physician duly licensed to practice medicine in all of its branches.

Physician Assistant...means a duly licensed Physician Assistant performing under the direct supervision of a Physician, Dentist, or Podiatrist and billing under such Provider.

Plan...means the Medical Plan.

Plan Administrator or Plan Sponsor...means CHI.

Plan Administration Functions...means administration functions performed by Plan Sponsor personnel on behalf of a plan and excludes functions performed by the Plan Sponsor in connection with any other Benefit or Benefit plan of the Plan Sponsor.

Podiatrist...means a duly licensed podiatrist.

Post-Service Claim...means any claim for a Benefit under the Medical Plan that is not a Pre-Service Claim.

Prescription Drug...means a drug that bears the legend, "Caution, Federal Law prohibits dispensing without a prescription and meets the following criteria:

- Prescribed by a Provider who is legally authorized to prescribe;
- Dispensed by a recognized licensed retail Pharmacy, a contracting specialty Pharmacy, or through the mail-order drug program; and
- Is Medically Necessary for your Illness or Accidental Injury, or is approved for Preventive or Wellness Care.

Covered drugs are limited to those taken orally, absorbed through the skin, and certain injected Prescription Drugs. Devices and implants are not considered to be Prescription Drugs.

Pre-Service Claim...means any Claim for a Benefit under the Medical Plan which is made in advance of obtaining the requested services or supplies.

Preventive Care or Preventive Care Services...means history and physical examinations, routine laboratory services, immunizations, routine history and gynecological exams, and well-child care, including age-appropriate pediatric preventive services, as defined by current recommendations for Preventive Pediatric Health Care of the American Academy of Pediatrics. Pediatric preventive services shall include, at minimum, a history and complete physical examination, as well as developmental assessment, anticipatory guidance, immunizations, and laboratory services including, but not limited to, screening for lead exposure as well as blood levels.

Primary Care Physician...means a general practitioner, family practitioner (family practice Physician), doctor of internal medicine (internist), pediatrician, doctor of obstetrics/gynecology, nurse practitioner, Registered Nurse, nurse-midwife, or Physician Assistant.

Prior Authorization...means the process of obtaining approval as to appropriateness of a medication before it is actually dispensed and utilized.

Privacy Officer...means the CHI Privacy Officer.

Private Duty Nursing Service...means Skilled Nursing Service provided on a one-to-one basis by an actively practicing Registered Nurse (R.N.), or a licensed practical nurse (L.P.N.). Private Duty Nursing is shift nursing of 8 hours or greater per day and does not include nursing care of less than 8 hours per day. Private Duty Nursing Service does not include Custodial Care Service.

Prosthetic Provider...means a duly licensed prosthetic Provider.

Protected Health Information...means information including demographic information collected from an individual, that is created or received by a plan and that is transmitted or maintained in any medium (including verbally) that

- Relates to the past, present, or future physical or mental health Condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; and
- That identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Protected Health Information shall not include information that is de-identified in accordance with HHS Reg. §164.514(a). Protected Health Information also includes genetic information. Genetic information is information about an individual's family members, and the manifestation of a disease or disorder in the individual's family members. Family members include dependents and any other individual who is a first-, second-, third-, or fourth-degree relative of the individual or the individual's Dependents.

Provider or Professional Provider...means a duly licensed provider designated by the Medical Plan to render Covered Services or Supplies to you as a Provider. For the services of these Providers to be covered, the service must meet the definition of Covered Services or Supplies and the Provider must be providing the services or supplies within the scope of his or her license or certification.

Provider does not include athletic trainers; boarding houses; camps or schools; convalescent facilities, institutions for chronic care, personal care, residential or domiciliary care, or homes for the aged; dental assistants and dental hygienists; education or training programs; halfway houses; health resorts; health spas; hypnotists; homeopathic medical Providers, hotels, motels and other lodging; priests, and other religious affiliates; naturopaths; opticians; orthodontists; residential treatment centers; residents, interns, or other Employees of Hospitals or Skilled Nursing Facilities who bill for their services and are not listed as Covered Providers; rest homes; sanitariums; and other non-traditional medical Providers; transportation other than by Ambulance; and any facilities or Providers not specifically mentioned within this SPD that are not specifically designated by CHI to be eligible providers.

Psychologist...means a Registered Clinical Psychologist.

Prudent Layperson...means a person who possesses an average knowledge of health and medicine.

Qualified Status Change...means a life event such as:

- Marriage;
- Divorce, legal separation or annulment;
- Birth of a Child, adoption, placement for adoption, or Legal Guardianship;
- Change of a Child's eligibility status due to reaching the maximum age;
- Loss of Legal Guardianship;
- Death of a Child or Spouse;
- Changes in your work status that affect eligibility for Benefits;
- Changes in a Spouses work status affecting eligibility for Benefits;
- Gaining or losing eligibility for another plan such as expiration of COBRA coverage from another Employer's plan, gaining or losing eligibility for Medicare or Medicaid;

- Gaining or losing eligibility for the Medicaid or state Children's Health Insurance Program (CHIP); or
- Qualified Medical Child Support Order requiring you or your Spouse to provide health coverage for a Dependent.

Since this Plan is funded in part by pre-tax Employee contributions, it is governed by IRS regulations that indicate that a Participant may only change his or her Benefit Plan elections during Annual Enrollment unless there is a Qualified Status Change, and that the change elected must be consistent with the Qualified Status Change. All changes must be made within 31 days of the Qualified Status Change except changes in elections resulting from birth, adoption, gaining legal custody of a dependent child, or gaining or losing eligibility for Medicaid or state CHIP must be made within 60 days.

Qualified Exigency...means, as defined by the Department of Labor for purposes of the Family and Medical Leave Act, an Emergency arising out of one of the following categories:

- Short-notice deployment;
- Military events and related activities;
- Childcare and school activities;
- Financial and legal arrangements;
- Counseling;
- Rest and Recuperation;
- Post-deployment activities; and
- Additional activities not encompassed in the other categories, but agreed to by the Employer and Employee.

Qualified Medical Child Support Order or QMCSO...means a medical Child support order, qualifying under ERISA and approved by the Plan Administrator, that provides for health care coverage and allocation of responsibility for the payment of costs for health care coverage for a natural or adopted Child of an Employee or Spouse.

Registered Dietitian...means a duly licensed registered dietitian.

Registered Nurse (RN) or Licensed Practical Nurse (LPN)...means a person duly licensed to practice nursing.

Registered Surgical Assistant...means a duly licensed certified surgical assistant, certified surgical technician, surgical assistant certified, or Registered Nurse first assistant.

Related Professional Services...means services that are provided at the same time as the office visit (e.g., lab work done while in the doctor's office).

Renal Dialysis Treatment...means one unit of service, including the equipment, supplies, and administrative services which are customarily considered a necessary to perform the dialysis process.

Residential Treatment Facilities...means a duly licensed facility that treats an intermediate level of substance abuse on both an inpatient and outpatient basis. It provides a detailed regimen that includes full-time residence and full-time participation by the patient within a residential treatment facility

which provides room and board, evaluation and diagnosis, counseling, referral and orientation to specialized community resources.

Skilled Nursing Facility...means an institution or a distinct part of an institution which is primarily engaged in providing comprehensive skilled services and rehabilitative Inpatient care and is duly licensed by the appropriate governmental authority to provide such services.

Skilled Nursing Service...means those services provided by a Registered Nurse (R.N.) or licensed practical nurse (L.P.N.) which require the clinical skill and professional training of an R.N. or L.P.N. and which cannot reasonably be taught to a person who does not have specialized skill and professional training. Benefits for Skilled Nursing Service will not be provided due to the lack of willing or available non-professional personnel. Skilled Nursing Service does not include Custodial Care Service.

Specialist...means any Physician other than a Primary Care Physician who is classified as a Specialist by the American Boards of Medical Specialties; or who is designated by the Plan as a Specialist Physician.

Specialty Drug...means drugs that are typically used for treating or managing chronic illnesses. These drugs often require special handling (e.g., refrigeration) and administration. Some Specialty Drugs may be taken orally, but others may require administration by injection, infusion, or inhalation. Specialty Drugs may not be available from a retail Pharmacy.

Speech Therapist...means a duly licensed Speech Therapist.

Speech Therapy...means the treatment for the correction of a speech impairment resulting from disease trauma, congenital anomalies, or previous therapeutic processes and which is designed and adapted to promote the restoration of a useful physical function. Speech Therapy does not include educational training or services designed and adapted to develop a physical function.

Spouse...means a person who is legally married under the laws of the state where the marriage was celebrated to an employee who is participating in the health care benefits offered by CHI, regardless of where that couple currently resides.

Step Therapy or Step Therapy Program...means the program which requires you to first try one or more specified drugs to treat a particular Condition before the Plan will cover another (usually more expensive) drug that your Physician may have prescribed.

Substance Abuse...means the uncontrollable or excessive abuse of addictive substances consisting of alcohol, morphine, cocaine, heroin, opium, cannabis, and other barbiturates, amphetamines, tranquilizers, and/or hallucinogens, and the resultant physiological and/or psychological dependency which develops with continued use of such addictive substances requiring Medical Care as determined by a Physician or Psychologist.

Substance Abuse Rehabilitation Treatment...means an organized, intensive, structured, rehabilitative treatment program of either a Hospital or Substance Abuse Treatment Facility. It does not include programs consisting primarily of counseling by individuals other than a Physician or Psychologist, court-ordered evaluations, programs which are primarily for diagnostic evaluations,

mental retardation, or learning disabilities, care in lieu of detention or correctional placement or family retreats.

Substance Abuse Treatment Facility...means a facility (other than a Hospital) whose primary function is the treatment of Substance Abuse and is licensed by the appropriate state and local authority to provide such service. It does not include half-way houses, boarding houses, or other facilities that provide primarily a supportive environment, even if counseling is provided in such facilities.

Summary Health Information...means information that summarizes the Claims history, Claims expense or types of Claims experience by an individual for whom Benefits are or were provided under the Plan, provided that individual identifying information has been deleted.

Summary Plan Description or SPD...means this booklet which describes the features of this Benefit Plan.

Surgery...means the performance of any medically recognized, non-Investigational surgical procedure including the use of specialized instrumentation and the correction of fractures or complete dislocations and any other procedures as reasonably approved by the Claims Administrator.

Suspected Breach...means the suspected unauthorized acquisition, access, use, or disclosure of Unsecured PHI.

Temporomandibular Joint Dysfunction (TMJ) and Related Disorders...means jaw joint Conditions including temporomandibular joint disorders and craniomandibular disorders, and all other Conditions of the joint linking the jaw bone and skull and the complex muscles, nerves, and other tissues relating to that joint.

Terminally Ill...means a person has a life expectancy of six months or less because of a chronic, progressive Illness that is incurable according to the person's doctor.

Unsecured PHI...means Personal Health Information (PHI) that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of one of the following technologies or methodologies:

- Encryption: Electronic PHI has been encrypted by the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key and such confidential process or key that might enable decryption has not been breached. (See encryption processes identified by HHS as having been tested by the National Institute of Standards and Technology (NIST) and judged to meet this standard.)
- Destruction: The media on which the PHI is stored or recorded has been destroyed in one of the following ways:
 - Paper, film, or other hard copy media have been destroyed such that PHI cannot be read or otherwise cannot be reconstructed.
 - Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.
- Any other technology or methodology specified by the Secretary of Health and Human Services for this purpose.

Urgent Care Facility...means a duly licensed Urgent Care Facility.

Urgent Pre-Service Claim or Appeal...means a review request that is expedited due to life changing or life-threatening circumstances for pre-service approval. The review takes 72 hours. You may be eligible for an expedited external review if you have a medical condition in which the normal timeframe for a standard external review or an expedited internal appeal could:

- Seriously jeopardize your life or health; or
- Your request involves an admission or continued stay, or health care service for which you received emergency services but have not yet been released.

You might also qualify for an expedited appeal if your request involves an experimental or investigation determination and your health care provider certifies in writing that the service/treatment would be significantly less effective if not promptly initiated.

Workforce Member...means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for an entity, is under the direct control of such entity, whether or not they are paid by such entity.

Eligibility Addendum

Initial eligibility requirements and effective date of coverage for employees vary by Market-Based Organization (MBO). All other eligibility provisions are determined by the Plan Administrator and are consistent across all MBOs and national offices. All MBOs have a Benefit Year beginning on January 1st and ending on December 31st.

Unless otherwise indicated, **Benefits will begin on the first of the month following your waiting period.** Hours listed are per pay period and are the regularly scheduled hours as reflected in the payroll system as the full-time equivalent or FTE. Where an employee holds more than one position with the Employer, the regularly scheduled hours will be added together for purposes of establishing the FTE for the purpose of benefits eligibility. An Employee's FTE will be evaluated and updated periodically throughout the year.

Market-based organization (MBO) or CHI Facility	City	State	Waiting Period	FT Hrs	PT Hrs
CHI National Offices	Various	All	30 days	64	40
Franciscan Health System	Tacoma	WA	30 days	32	n/a
Franciscan Medical Group	Tacoma	WA	30 days	64	40



3900 Olympic Boulevard
Suite 400
Erlanger, Kentucky 41018
www.catholichealthinitiatives.org

Effective January 1, 2018

PLA 000418

EXHIBIT H



Blue Cross Blue Shield of Illinois
PO Box 805107
Chicago, IL 60680-4112



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3037 1 MB 0.428

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TO THE PARENT OR GUARDIAN OF [REDACTED]

Number: [REDACTED]

Member ID: [REDACTED]

Name: [REDACTED]



08/08/2019

Dear Kevin Hatfield,

Thank you for your recent inquiry. We have reviewed the information submitted and determined the proposed procedure, J9225 (Vantas implant), is a contract exclusion. No benefits are available for the procedure.

If you have any questions, please feel free to contact us at (800) 972-8088, between the hours of 8:00 AM and 6:00 PM, Central Time, Monday through Friday.

Sincerely,

Your Customer Advocates

Blue Cross Blue Shield of Illinois

This is a courtesy copy for your records.

IMPORTANT INFORMATION
(Retain for your records)

This document applies to your Blue Cross and Blue Shield of Illinois group or individual policy. If you are receiving this notice and your plan is self-insured, your plan may have elected to follow the external review procedure below. Any conflicts between the statements below and rights stated elsewhere in this notice (or in your policy or Benefit Plan), will be resolved so that those rights that are more beneficial to you will apply, unless the law requires otherwise.

If we have denied your claim for benefits, in whole or in part, for a requested treatment or service, rescinded your coverage, or denied or limited your eligibility (if applicable), then this document serves as part of your notice of an adverse determination. Contact us at the number on the back of your ID card if you need assistance understanding this notice or your adverse determination.

Your Internal Appeal Rights

What if I don't agree with this decision? You have a right to appeal an adverse determination. However, you only have 180 days from the date you receive the notice of adverse determination to file an internal appeal.

Who may file an internal appeal? You or someone you name to act for you (your authorized representative) may file an appeal. You may designate an authorized representative by completing the necessary forms. For more information on how to do so, contact us at the number on the back of your ID card.

How do I file an internal appeal? For claim appeals, you may contact us at the number on the back of your ID card and request an internal appeal or send a written request.

If your insurance is offered through your employer,
send your request to:
Claim Review Section
Blue Cross and Blue Shield of Illinois
P.O. Box 2401
Chicago, Illinois 60690

If you purchase your insurance directly from Blue
Cross and Blue Shield of Illinois, send your request to:
Blue Cross and Blue Shield of Illinois
P.O. Box 3122
Naperville, Illinois 60566-9744
Fax: (888)235-2936

What about eligibility-related denials and rescissions? Please refer to your benefit booklet for additional specifics. You may also contact us at:

Blue Cross and Blue Shield of Illinois
P.O. Box 3122
Naperville, Illinois 60566-9744
Phone: (800)538-8833
Fax: (888)235-2936

What if my situation is urgent? If your situation meets the definition of urgent under the law, your review will be conducted within 24 hours. An urgent situation is one in which your health may be in serious jeopardy or, in the opinion of your doctor you experience pain that cannot be adequately controlled while you wait for a decision on your appeal. If you believe your situation is urgent, you may request an expedited appeal by following the instructions above for filing an internal appeal. Some urgent situations may also qualify for an expedited external review, as described below.

Can I provide additional information about my claim? Yes, you will be informed about how to supply additional information once you initiate your appeal. You may also have the option of presenting evidence and testimony. In addition, we may provide you with any new or additional evidence, rationale, documents, or information used or relied upon in your adverse determination so you have a reasonable opportunity to respond before a final decision is made.

Can I request copies of information relevant to my claim? Yes, you may request and receive copies relevant to your claim free of charge. For example, upon request, you may receive the diagnosis and treatment codes (and their corresponding meanings) associated with an adverse determination. In addition, if we rely on a rule or guideline (such as a provision excluding certain benefits within your policy booklet) in making an adverse determination, we may provide that rule or guideline to you free of charge upon request. You can request copies of this information by contacting us at the number on the back of your ID card.

What happens next? If you appeal, we will review our decision and send you a written determination.

You External Review Rights

You may have the right to have our decision to deny a request or claim based on a determination of medical necessity, experimental/investigation status of the recommended treatment, the condition being considered pre-existing or a health care coverage rescission reviewed by an Independent Review Organization (IRO) if (1) we continue to deny the partial or full payment of a claim, coverage, or eligibility for benefits and you have exhausted your internal appeal rights, (2) you have not received an internal appeal decision within 30 days of a review for pre-certification or 60 days of a review for a service previously rendered, or within 48 hours for urgent situations, or (3) your situation qualifies for an expedited external review, as described below. You must file a request for an external review within 4 months after you receive notice of the denial of the claim or appeal.

What qualifies for an expedited external review? You may be eligible for an expedited external review (1) if the failure to obtain treatment in the time necessary to complete a standard external review would seriously jeopardize your life, health or ability to regain maximum function, (2) in connection with emergency services prior to your discharge from a facility or (3) if you are requesting treatment that is experimental or investigational and your health care provider certifies in writing that such treatment would be significantly less effective if not promptly initiated.

How do I request external review? You or your authorized representative may request an expedited external review by notifying the Illinois Department of Insurance by phone (toll-free number (877)850-4740). You or your authorized representative may also file a request for either expedited or standard external review by completing the required forms available at www.insurance.illinois.gov/externalreview and submitting them directly to the address noted below. Blue Cross and Blue Shield of Illinois will also provide the forms upon request.

Illinois Department of Insurance
Office of Consumer Health Insurance
EXTERNAL REVIEW REQUEST
320 W. Washington Street
Springfield, Illinois 62767
Fax: (217)557-8495
Email: DOI.externalreview@illinois.gov

Once an eligible request for external review is complete, the matter will be randomly assigned by the Illinois Department of Insurance to an IRO approved by the Department. There will be no charge to you for the IRO review. The IRO will notify you and your authorized representative of its decision, which will be binding on BlueCross and BlueShield of Illinois, and on you except to the extent you have additional remedies available. Until July 2013, you can appeal the decision of an IRO by filing an appeal with the Illinois Department of Insurance.

Other Resources to Help You

For questions about your rights, this notice, or for assistance, you can contact the Illinois consumer assistance program.

Illinois Department of Insurance
100 Randolph Street 9th Floor
Chicago, IL 60601
www.insurance.illinois.gov
Telephone: (877) 527-9431
Email: DOI.Director@illinois.gov

You may be eligible to receive your adverse determination and this notice in a language listed below. In addition, you may call us to receive assistance in these languages.

SPANISH (Español): Para asistencia en Español, por favor llame al numero ubicado en la parte posterior de su tarjeta de identificación.

TAGALOG (Tagalog): Upang humingi ng tulong sa Tagalog, paki tawagan ang numero na nakasulat sa inyong kard.

CHINESE (中文): 如果需要中文帮助, 请拨打您卡上的电话号码。

NAVAJO (Dine): Dinék'ehjí áka 'a 'doowooł biniyé, t'áá shóqdi ko j' hodiilnih bécsh bee hane 'i bi numbo bee néc
ho'dólziniigí biniyé nanitiniigí bine'déé bikáá'



Health care coverage is important for everyone.

We provide free communication aids and services for anyone with a disability or who needs language assistance.
We do not discriminate on the basis of race, color, national origin, sex, gender identity, age or disability.

To receive language or communication assistance free of charge, please call us at 855-710-6984.

If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a grievance.

Office of Civil Rights Coordinator
300 E. Randolph St.
35th Floor
Chicago, Illinois 60601

Phone: 855-664-7270 (voicemail)
TTY/TDD: 855-661-6965
Fax: 855-661-6960
Email: CivilRightsCoordinator@hcsc.net

You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:

U.S. Dept. of Health & Human Services
200 Independence Avenue SW
Room 509F, HHH Building 1019
Washington, DC 20201

Phone: 800-368-1019
TTY/TDD: 800-537-7697
Complaint Portal: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>
Complaint Forms: <http://www.hhs.gov/ocr/office/file/index.html>



Blue Cross Blue Shield of Illinois
PO Box 805107
Chicago, IL 60680-4112



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TO THE PARENT OR GUARDIAN OF [REDACTED]

Number: [REDACTED]

iber ID: [REDACTED]

Name: [REDACTED]



08/08/2019

Dear Jeffrey Kylo,

Thank you for your recent inquiry. We have reviewed the information submitted and determined the proposed procedure, 19303 (Mastectomy simple complete), is a contract exclusion. No benefits are available for the procedure.

If you have any questions, please feel free to contact us at (800) 972-8088, between the hours of 8:00 AM and 6:00 PM, Central Time, Monday through Friday.

Sincerely,

Your Customer Advocates

Blue Cross Blue Shield of Illinois

This is a courtesy copy for your records.



IMPORTANT INFORMATION
(Retain for your records)

This document applies to your Blue Cross and Blue Shield of Illinois group or individual policy. If you are receiving this notice and your plan is self-insured, your plan may have elected to follow the external review procedure below. Any conflicts between the statements below and rights stated elsewhere in this notice (or in your policy or Benefit Plan), will be resolved so that those rights that are more beneficial to you will apply, unless the law requires otherwise.

If we have denied your claim for benefits, in whole or in part, for a requested treatment or service, rescinded your coverage, or denied or limited your eligibility (if applicable), then this document serves as part of your notice of an adverse determination. Contact us at the number on the back of your ID card if you need assistance understanding this notice or your adverse determination.

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How do I file an internal appeal? For claim appeals, you may contact us at the number on the back of your ID card and request an internal appeal or send a written request.

If your insurance is offered through your employer,
send your request to:
Claim Review Section
Blue Cross and Blue Shield of Illinois
P.O. Box 2401
Chicago, Illinois 60690

If you purchase your insurance directly from Blue
Cross and Blue Shield of Illinois, send your request to:
Blue Cross and Blue Shield of Illinois
P.O. Box 3122
Naperville, Illinois 60566-9744
Fax: (888)235-2936

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Can I provide additional information about my claim? Yes, you will be informed about how to supply additional information once you initiate your appeal. You may also have the option of presenting evidence and testimony. In addition, we may provide you with any new or additional evidence, rationale, documents, or information used or relied upon in your adverse determination so you have a reasonable opportunity to respond before a final decision is made.

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What happens next? If you appeal, we will review our decision and send you a written determination.

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You may have the right to have our decision to deny a request or claim based on a determination of medical necessity, experimental/investigation status of the recommended treatment, the condition being considered pre-existing or a health care coverage rescission reviewed by an Independent Review Organization (IRO) if (1) we continue to deny the partial or full payment of a claim, coverage, or eligibility for benefits and you have exhausted your internal appeal rights, (2) you have not received an internal appeal decision within 30 days of a review for pre-certification or 60 days of a review for a service previously rendered, or within 48 hours for urgent situations, or (3) your situation qualifies for an expedited external review, as described below. You must file a request for an external review within 4 months after you receive notice of the denial of the claim or appeal.

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Office of Consumer Health Insurance
EXTERNAL REVIEW REQUEST
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Springfield, Illinois 62767
Fax: (217)557-8495
Email: DOI.externalreview@illinois.gov

Once an eligible request for external review is complete, the matter will be randomly assigned by the Illinois Department of Insurance to an IRO approved by the Department. There will be no charge to you for the IRO review. The IRO will notify you and your authorized representative of its decision, which will be binding on BlueCross and BlueShield of Illinois, and on you except to the extent you have additional remedies available. Until July 2013, you can appeal the decision of an IRO by filing an appeal with the Illinois Department of Insurance.

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Telephone: (877) 527-9431
Email: DOI.Director@illinois.gov

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TAGALOG (Tagalog): Upang humingi ng tulong sa Tagalog, paki tawagan ang numero na nakasulat sa inyong kard.

CHINESE (中文): 如果需要中文帮助, 请拨打您卡上的电话号码。

NAVAJO (Dine): Diné'eh jį́ áka'a 'doowooł biniyé, t'áá shéédi ko jį́ hodiilnih béésh bee hane'i bi numbo bee néé
ho'dółzinigii biniyé nanitinigii bine'déé bikáá'

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Health care coverage is important for everyone.

We provide free communication aids and services for anyone with a disability or who needs language assistance.
We do not discriminate on the basis of race, color, national origin, sex, gender identity, age or disability.

To receive language or communication assistance free of charge, please call us at 855-710-6984.

If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a grievance.

Office of Civil Rights Coordinator
300 E. Randolph St.
35th Floor
Chicago, Illinois 60601

Phone: 855-664-7270 (voicemail)
TTY/TDD: 855-661-6965
Fax: 855-661-6960
Email: CivilRightsCoordinator@hcsc.net

You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:

U.S. Dept. of Health & Human Services
200 Independence Avenue SW
Room 509F, HHH Building 1019
Washington, DC 20201

Phone: 800-368-1019
TTY/TDD: 800-537-7697
Complaint Portal: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>
Complaint Forms: <http://www.hhs.gov/ocr/office/file/index.html>

EXHIBIT I

HONORABLE JUDGE ROBERT J. BRYAN

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT TACOMA**

C. P., by and through his parents,
Patricia Pritchard and Nolle Pritchard;
and PATRICIA PRITCHARD,

Plaintiff,

vs.

BLUE CROSS BLUE SHIELD OF
ILLINOIS,

Defendants.

Case No. 3:20-cv-06145-RJB

**DECLARATION OF MARK LARSON IN
SUPPORT OF BLUE CROSS BLUE
SHIELD OF ILLINOIS'S MOTION FOR
SUMMARY JUDGMENT**

NOTE FOR MOTION:

Pursuant to 28 U.S.C. § 1746, I, Mark Larson, hereby declare as follows:

1. I am the Director of Financial Reporting for Blue Cross Blue Shield of Illinois ("BCBSIL"), a division of Health Care Service Corporation ("HCSC"). I have worked for BCBSIL for 22 years. I have personal knowledge of the facts set forth in this declaration.

2. This declaration is filed in support of BCBSIL's Motion for Summary Judgment, filed herewith.

3. BCBSIL does not receive federal financial assistance for its administration of self-funded ERISA plans.

4. BCBSIL receives federal financial assistance for specific products, such as Medicare supplemental coverage, Medicaid, Medicare Advantage and Prescription Drug insurance coverage, and Medicare/Medicaid dual eligibility.

7. Attached as **Exhibit A** is a true and correct copy of a January 9, 2018 Assurance of Compliance, which HCSC provided to the Department of Health and Human Services for the purpose of receiving federal financial assistance. This Assurance of Compliance provides that HCSC and its divisions are in compliance with Section 1557 of the Patient Protection and Affordable Care Act (“ACA”) for all “health program[s] or activit[ies] for which [HCSC] receives Federal financial assistance.”

8. I declare, under penalty of perjury under the laws of the United States of America, that the foregoing is true and correct.

DATED this 31st day of August, 2022, at Richardson, Texas.

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Mark Larson

EXHIBIT A



DEPARTMENT OF HEALTH AND HUMAN SERVICES

ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE DISCRIMINATION ACT OF 1975, AND SECTION 1557 OF THE AFFORDABLE CARE ACT

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the U.S. Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Section 1557 of the Affordable Care Act (Pub. L. 111-148), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92), to the end that, in accordance with Section 1557 and the Regulation, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any health program or activity for which the Applicant receives Federal financial assistance from the Department.

The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person whose signature appears below is authorized to sign this assurance and commit the Applicant to the above provisions.

Date

1/2/18

Signature of Authorized Official

Thomas C. Lubben, SUP, Compliance & Privacy Officer

Name and Title of Authorized Official (please print or type)

Health Care Service Corp

Name of Agency Receiving/Requesting Funding

300 E. Randolph St.

Street Address

Chicago IL 60601

City, State, Zip Code

Please mail form to:

U.S. Department of Health & Human Services
Office for Civil Rights
200 Independence Ave., S.W. Room 509F
Washington, D.C. 20201

EXHIBIT J

The Honorable James L. Robart

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

STATE OF WASHINGTON,

Plaintiff,

v.

UNITED STATES DEPARTMENT OF
HEALTH AND HUMAN SERVICES; ALEX
M. AZAR, in his official capacity as the
Secretary of the United States Department
of Health and Human Services;

Defendants.

NO. 2:20-cv-01105-JLR

BRIEF OF AMICI NORTHWEST
HEALTH LAW ADVOCATES ET AL.,
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
INJUNCTION

Noted for: August 14, 2020

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I. INTRODUCTION AND STATEMENT OF INTEREST

Under the 2020 Final Rule regarding Section 1557 of the Patient Protection and Affordable Care Act (“ACA”), the U.S. Department of Health and Human Services (“HHS”) proposes to dramatically limit anti-discrimination protections now generally applied to all health insurers. The new Final Rule, if permitted to stand, will strip anti-discrimination protections from millions of people enrolled in employer-sponsored health plans. The new Final Rule must be enjoined because it is inconsistent with (1) the plain language of the statute it purports to interpret, (2) long-standing interpretations from regulators across the country, and (3) decisions from courts, including a recent decision from the Ninth Circuit.

For nearly a decade, Section 1557, the anti-discrimination provision of the ACA, has been uniformly understood and interpreted to apply to all health plans issued and administered by a covered insurer. An insurer is “covered” by Section 1557 if it receives any federal assistance. If it does, then none of its health plans are permitted to discriminate – a principle that is consistent with long-standing anti-discrimination laws in other contexts. The new Final Rule, however, purports to roll back protections for most health plans leaving *only* health plans sold through the ACA Marketplaces, and Medicaid/Medicare managed care plans subject to federal anti-discrimination law. All other health plans offered by an insurer would be permitted to discriminate with impunity. The loss of federal anti-discrimination protection will invariably lead to a loss of access to medically needed care for people with disabilities, transgender enrollees and others. This cannot be squared with Congress’ intent in enacting Section 1557.

A recent Ninth Circuit decision, *Schmitt v. Kaiser Found. Health Plan of Wash.*, demonstrates the intended breadth of ACA’s Section 1557, and the fact that it applies to employer-sponsored health plans – the exact type of health coverage that would be

1 *excluded* by the proposed 2020 Final Rule. *Id.*, 2020 U.S. App. LEXIS 21902, at *8 (9th Cir.
 2 July 14, 2020). In that case, two plaintiffs with disabling hearing loss who are enrolled
 3 in Kaiser health insurance through their employment challenged Kaiser’s exclusion of
 4 all treatment for hearing loss (except for cochlear implants) as a form of disability
 5 discrimination. *Id.* at *8–*9. The Ninth Circuit concluded that the ACA imposes “an
 6 affirmative obligation not to discriminate in the provision of health care – *in particular*
 7 *to consider the needs of disabled people and not design plan benefits in ways that*
 8 *discriminate against them.*” *Id.* at *18–*19 (emphasis added). It found that a blanket
 9 exclusion of all treatment for a disabling health condition in a health insurance plan
 10 “raises an inference of discrimination.”¹ *See id.* at *26.

11 The 2020 Final Rule would undo the anti-discrimination rights that the Ninth
 12 Circuit recognized. If health insurers are not generally subject to the ACA’s anti-
 13 discrimination law, those Americans who were historically shut out of health insurance
 14 coverage – including persons with disabilities and serious health conditions, LGBTQ+
 15 individuals, pregnant women, the elderly, and individuals with limited English
 16 proficiency, among others – may be subject once again to unfair discrimination in the
 17 design of health plan benefits. The 2020 Final Rule, including the proposed limitation
 18 on the definition of “covered entities” under Section 1557, should be enjoined as beyond
 19 HHS’s authority and arbitrary and capricious.

20 Proposed Amici, Northwest Health Law Advocates (“NoHLA”) and two
 21 Washington residents, C.P. and M.D., have a strong interest in ensuring that Washington
 22 residents received the full benefits of the ACA’s health care reforms including its non-
 23 discrimination protections:

24
 25 ¹ The case was remanded to the trial court so that the plaintiffs could amend their complaint to better
 26 demonstrate that the exclusion of non-cochlear hearing loss treatment is a “proxy” for excluding
 individuals with disabling hearing loss. *Id.*, at *29–*31.

1 *NoHLA* is a nonprofit legal organization focused on promoting access to
 2 comprehensive, affordable health care for Washington state residents, with special
 3 attention to the needs of low-income and vulnerable populations. Varon Decl., ¶2.
 4 *NoHLA* submitted comments regarding both the 2016 and 2020 HHS rulemaking
 5 procedures, supported legislation in Washington state to enact a “mini-Section 1557” to
 6 protect the anti-discrimination rights of Washington residents in Washington insured
 7 plans, and was granted permission to submit an amicus brief in *Schmitt v. Kaiser*, Case
 8 No. 18-35892. *Id.*, ¶¶3-5.

9 *C.P., by and through his parents, P.P. and N.P.*, is a 15-year-old boy who lives in
 10 Bremerton Washington who is diagnosed with gender dysphoria. P.P. Decl., ¶1. C.P.
 11 has sought coverage for medically necessary treatment for his gender dysphoria from
 12 his self-funded health benefit plan through his parent’s employment with Catholic
 13 Health Initiatives Franciscan Health System (“CHI”), now known as CommonSpirit
 14 Health. *Id.*, ¶¶1-3. C.P. has been denied coverage of treatment and services available
 15 under his health plan solely because CHI and its third-party administrator (“TPA”), Blue
 16 Cross Blue Shield of Illinois (“BCBSIL”), have determined that the services are a form of
 17 “gender reassignment surgery.” *Id.* At the same time, CHI and BCBSIL cover the
 18 services when provided to cisgender enrollees. *Id.* If the 2020 Final Rule is implemented
 19 such that Section 1557 does not apply to C.P.’s health coverage, CHI and BCBSIL will
 20 continue to exclude the gender affirming treatment he seeks in the future and to
 21 discriminate against him on the basis of his gender.

22 *M.D., by and through her parents, C.D., and A.D.*, is a 22-month-old toddler who
 23 lives with her parents in Spokane, Washington. C.D. Decl., ¶1. She is severely disabled
 24 and requires life-sustaining treatment with a tracheostomy and ventilator. *Id.* To treat
 25 her condition and enable her to live at home with her parents instead of an institution
 26

like a hospital or skilled nursing facility, M.D. requires in-home skilled nursing care. *Id.*, ¶¶3-6. M.D. receives coverage through a self-funded health benefit plan that is claims administered by Aetna Life Insurance Company, Inc., through her father's employment with Salesforce.com. *Id.*, ¶2. Aetna, on behalf of Salesforce.com, offers only a very limited benefit for in-home skilled nursing care that will run out in a few months. *Id.*, ¶¶4-5. If Section 1557 does not apply to M.D.'s coverage, Aetna will be permitted to limit the life-sustaining skilled nursing benefit that M.D. needs. When the limited in-home nursing care benefit in the Aetna plan is exhausted, M.D.'s parents may be forced to institutionalize her so that she can continue to receive her life-saving treatment. *Id.*, ¶¶6-7. Benefit designs that result in the unnecessary institutionalization of disabled individuals is a form of disability discrimination that will no longer be prohibited for M.D. and others. *See Olmstead v. L.C.*, 527 U.S. 581, 119 S. Ct. 2176 (1999).

All three proposed Amici have a strong interest in ensuring that HHS's 2020 Final Rule is enjoined from taking effect. Without swift injunctive action, the ACA's anti-discrimination law will be eviscerated by the new HHS Rule. The term "health program or activity" under the ACA's Section 1557 should include health insurers and employer-sponsored health benefit plans when any part of the insurer receives federal financial assistance.

II. ARGUMENT

A. Before the ACA, Health Insurers and Third-Party Administrators for Self-Funded Plans Could Discriminate with Impunity.

The ACA marked a revolutionary change in how health coverage is designed and administered. Before the ACA, insurance companies could freely discriminate against disabled enrollees, women, and others, at least in the design of health benefits. *Schmitt*, 2020 U.S. App. LEXIS 21902, at *3 ("Prior to the ACA's enactment, an insurer could generally design plans to offer or exclude benefits as it saw fit without violating federal

antidiscrimination law.”); *see e.g., Weyer v. Twentieth Century Fox Film Corp.*, 198 F.3d 1104, 1115-1117 (9th Cir. 2000) (The Americans with Disabilities Act (“ADA”) does not prohibit discriminatory benefit design on the basis of disability by insurers); *Micek v. City of Chi.*, 1999 U.S. Dist. LEXIS 16263, at *22 (N.D. Ill. Sep. 30, 1999) (The ADA does not regulate the discriminatory content of an employee’s health benefit package); *Standridge v. Union Pac. R.R. Co. (In re Union Pac. R.R. Emp’t Practices Litig.)*, 479 F.3d 936, 943 (8th Cir. 2007) (health plan’s denial of coverage for contraception is non-discriminatory, despite the fact that only women can become pregnant if contraception is denied).

In fact, under Section 504 of the Rehabilitation Act, the definition of “federal financial assistance” specifically *excluded* contracts of insurance. *See* 45 C.F.R. §84.3(h) (“Federal financial assistance means any grant, loan, contract (*other than ... a contract of insurance*)” (emphasis added). Nor were “contracts of insurance” generally subject to the Title I of the ADA. *See* 42 U.S.C. §12111(2). The ADA included a “safe harbor” that permitted the use of disability discrimination in the design of benefits, as part of “medical underwriting.” *See* 42 U.S.C. §12201(c). The Ninth Circuit’s decision to exempt benefit design discrimination in *Weyer* was based on Congress’s failure to specifically include “contracts of insurance” when crafting anti-discrimination law, such as the ADA: “[H]ad Congress intended to control which coverages had to be offered by employers [and insurers] it would have spoken more plainly because of the well-established marketing process to the contrary.” *Id.*, 198 F.3d at 1116.

With the ACA, Congress has now spoken more plainly. The ACA explicitly prohibits discrimination in “health programs or activities” any part of which, receive federal financial assistance:

[A]n individual shall not, on the ground prohibited under title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et

seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), be excluded from participation in, be denied the benefits of, or be subjected to discrimination *under, any health program or activity, any part of which is receiving Federal financial assistance, including credits, subsidies, or contracts of insurance*, or under any program or activity that is administered by an Executive Agency or any entity established under this title (or amendments).

42 U.S.C. §18116(a). Under the plain language of the statute, health insurance contracts that receive federal financial assistance are included within the term “health program or activity.” *Id.* Thus, health insurers that receive federal financial assistance are subject to the ACA’s anti-discrimination protections. *Id.*

Despite the plain language of the statute, the 2020 HHS Final Rule impermissibly *reads out* “contracts of insurance” from the ACA in order to limit the scope of Section 1557. The new rule declares that health insurance companies are not principally engaged in providing healthcare in order to generally excuse them from the anti-discrimination obligations of the statute. *See* proposed 45 C.F.R. §92.3(b), (c) , 85 Fed. Reg. 37,244–45. The proposed rule is contrary to the plain language of the statute and what Congress intended. Indeed, until HHS proposed its 2020 Final Rule, every court and state regulator to consider this issue has held that health insurers are generally “covered entities” under Section 1557. To conclude otherwise would undermine the ACA in its entirety.

B. Congress Intended Anti-Discrimination Protections to Apply to Employer-Sponsored Health Coverage.

This Court must consider the ACA as a whole when interpreting Section 1557. “A fair reading of legislation demands a fair understanding of the legislative plan.” *King v. Burwell*, __ U.S. __, 135 S. Ct. 2480, 2496 (2015); *see also id.*, at 2493, *quoting New York State Dept. of Social Servs. v. Dublino*, 413 U. S. 405, 419-420, 93 S. Ct. 2507 (1973) (“We cannot interpret federal statutes to negate their own stated purposes”). This is true even though

the ACA contains “examples of inartful drafting.” *Id.*, at 2492. A court must construe the ACA’s statutory language within its context and “with a view to [the passage’s] place in the overall statutory scheme.” *Id.* Moreover, Congressional intent must be determined in light of the remedial nature of the ACA. Comprehensive remedial statutes like the ACA are generally accorded “a sweep as broad as their language.” *Griffin v. Breckenridge*, 403 U.S. 88, 97, 91 S. Ct. 1790 (1971).

“In the Affordable Care Act, Congress addressed the problem of those who cannot obtain insurance coverage because of pre-existing conditions or other health issues.” *Nat’l Fed’n of Indep. Bus. v. Sebelius*, 567 U.S. 519, 547, 132 S. Ct. 2566 (2012). The ACA was intended to provide comprehensive health care reform to ensure that every American, including persons with disabilities, LGBTQ+ individuals, women, persons with limited English proficiency, etc., would have access to quality, affordable health care and health coverage. *See* 111 CONG. REC. Vol. 156, No. 45, E462 (March 23, 2010)) (attached as Hamburger Decl., *Exh. A*). This goal extended to ending discrimination within the benefit design of health plans subject to the ACA. As Congressman Bill Pascrell, Jr. noted, the ACA’s reforms were particularly directed at ending discrimination in the provision of health insurance coverage:

[The ACA will e]nsure that *essential benefits not be subject to denial on the basis of the individual's present or predicted disability*, degree of medical dependency or quality of life. Taken together, these [ACA requirements] are strong protections that will help ensure that the essential health benefits package ... will take into account the needs of people with brain injury and other disabilities and chronic conditions and not impose value judgments about disability and quality of life. This legislative language makes clear that *Congress understands the subtle discrimination that can occur against people with brain injury and other disabilities in the area of benefit design*.

1 *Id.* (emphasis added); *see also*, 81 Fed. Reg. 31,379 (“[A] fundamental purpose of the ACA
 2 is to ensure that health services are available broadly on a nondiscriminatory basis to
 3 individuals throughout the country”); 81 Fed. Reg. 31,386 (A central purpose of the ACA
 4 is “ensuring that entities principally engaged in health services, *health insurance*
 5 *coverage* or other health coverage do not discriminate in any of their programs or
 6 activities, thereby enhancing access to services and coverage”) (emphasis added).
 7 Congress’ expansion of anti-discrimination law to apply to health insurance contracts
 8 was deliberate and groundbreaking.

9 Congress intended a sweeping legislative reform with the ACA. The law
 10 prohibits insurers from discrimination based upon health conditions in enrollment and
 11 re-enrollment. *See* 42 U.S.C. §§300gg-1; §300gg-2; §300gg-4. It ends the use of
 12 discriminatory pre-existing condition limitations in ACA-regulated health insurance. 42
 13 U.S.C. §300gg-3. It prohibits insurers from using disability, health status and medical
 14 conditions as a basis of denying eligibility for coverage. 42 U.S.C. §300gg-4(a). It restricts
 15 insurers from discriminating against people with health conditions when it comes to
 16 paying for premiums. *See* 42 U.S.C. §300gg.

17 Congress not only intended to make it easier for all Americans (including people
 18 with disabilities and serious health conditions) to purchase health coverage, it also
 19 intended to end discrimination in the type of benefits offered. Without this protection,
 20 insurers could simply re-write illegal pre-existing condition limitations as benefit
 21 exclusions. Congress mandated that ACA-regulated health plans must offer
 22 comprehensive health benefits in ten broad categories of coverage, known as Essential
 23 Health Benefits, or EHBs. 42 U.S.C. §18022(b)(1). But offering coverage within each of
 24 the ten EHBs, standing alone, is not enough to comply with the ACA. *Insurers must also*
 25 *deliver EHBs in a non-discriminatory manner.* *See* 42 U.S.C. §§300gg-6; 18022(b)(4)(B) ;
 26

45 C.F.R. §§156.110(d); 156.125(a) (Insurers do “not provide EHB if its benefit design, or the implementation of its benefit design, discriminates...”); *Schmitt*, 2020 U.S. App. LEXIS 21902, at *18-19.

In addition to the specific non-discrimination requirement for EHBs, Congress included a *general* prohibition of discrimination in any health program or activity with Section 1557. *See* 42 U.S.C. §18116(a). When read within the context of the ACA, it is clear that Congress intended Section 1557 to apply broadly to any health program or activity that receives federal financial assistance in any part of its operations, including “contracts of insurance.” *Id.*; *see Chevron U.S.A., Inc. v. Nat. Res. Def. Council, Inc.*, 467 U.S. 837, 842, 104 S. Ct. 2778 (1984) (“If the intent of Congress is clear, that is the end of the matter.”).

C. The ACA Broadly Ensures Comprehensive Coverage Without Discrimination on the Basis of Race, Gender, Age or Disability.

As noted above, the Ninth Circuit recently affirmed Section 1557’s role in protecting health insurance enrollees from illegal discrimination in *Schmitt v. Kaiser Found. Health Plan of Wash.* “Section 1557 incorporates by reference the grounds protected by four earlier nondiscrimination statutes and prohibits discrimination on those grounds in the health care system—as relevant here, *in health insurance contracts.*” *Id.*, 2020 U.S. App. LEXIS 21902, at *10 (emphasis added). While Section 1557 broadly addresses four kinds of discrimination, it is narrowly focused on the health care system – including “contracts of insurance.” *See id.*, at *12. Specifically, the Ninth Circuit found that a health insurer may engage in intentional discriminatory conduct when it designs health insurance benefits in a discriminatory manner. *Id.*, at *17.

The *Schmitt* plaintiffs were (and remain) enrolled in employer-sponsored health insurance. *Id.*, at *8; Hamburger Decl., ¶2. They are not enrolled in health insurance either through an ACA marketplace plan or Medicaid/Medicare. *See* 85 Fed. Reg.

37,244-45, *citing to* 45 C.F.R. §92.3. If the proposed 2020 Final Rule is allowed to take effect, the *Schmitt* plaintiffs' current health coverage could be excluded from federal anti-discrimination protections, despite the Ninth Circuit's recent ruling to the contrary.²

Likewise, proposed amici C.P. and M.D., are enrolled in self-funded employer-sponsored plans that are administered by Aetna and BCBSIL, both health insurers acting as TPAs. Presently, courts have held that TPAs may be subject to Section 1557's anti-discrimination protections. *See, e.g., Boyden v. Conlin*, 341 F. Supp. 3d 979, 997-98 (W.D. Wis. 2018) (third-party administrator is a proper defendant in a Section 1557 claim since it recommends the design of benefits as well as administering the plan); *Tovar v. Essentia Health*, 342 F. Supp. 3d 947, 954 (D. Minn. 2018) (same). If the 2020 Final Rule takes effect, Amici C.P. and M.D. will lose the Section 1557 protections that they now enjoy.³ *See* 85 Fed. Reg. 37,173-174 ("To the extent that employer-sponsored group health plans do not receive Federal financial assistance and are not principally engaged in the business of providing healthcare (as set forth in the rule) they would not be covered entities.").⁴

Federal regulators also improperly limit the scope of anti-discrimination law in the 2020 Final Rule to only those activities for which a covered entity that is not principally engaged in the business of providing healthcare (*i.e.*, a health insurer) receives federal financial assistance. *See proposed* 45 C.F.R. §92.3(b), 85 Fed. Reg. 37,244

²The Washington legislature has enacted state anti-discrimination law to protect the *Schmitt* plaintiffs and others enrolled in *insured* health plans. *See* SHB 2338 (effective June 11, 2020) (amending anti-discrimination requirements in RCW 48.43.0128 to apply to virtually all Washington health plans issued by health carriers, like Kaiser); *See* Dkt. No. 10, Kreidler Decl., ¶11.

³ Under the 2020 Final Rule, amici C.P. may also be unable to enforce Section 1557's anti-discrimination law against CHI, a "health program or activity" under the 2020 Final Rule which now may claim a religious exemption. 85 Fed. Reg. 37,245. There is, however, no religious exemption included within Section 1557. *See* Dkt. No. 4, pp. 12-13.

⁴ Unlike the *Schmitt* plaintiffs, Amici C.P. and M.D. are not otherwise protected by state anti-discrimination law. *See* Dkt. No. 10, Kreidler Decl., ¶¶13-14.

1 (“the requirements applicable to a ‘health program or activity’ under this part shall apply
2 to such entity’s operations only to the extent any such operation receives federal financial
3 assistance.”). In other words, under the new rule, health insurers would be subject to
4 anti-discrimination law *only* when delivering health plans in the ACA marketplace or
5 for Medicaid or Medicare. In all other activities (such as delivering employer-sponsored
6 insurance or acting as TPAs), health insurers would be free to discriminate, despite their
7 receipt of federal assistance.

8 For example, under the 2020 Final Rule, an insurance company could be required
9 to cover medications to treat HIV/AIDS for disabled enrollees through the ACA
10 marketplaces in order to comply with Section 1557, but the same insurer could avoid the
11 identical coverage in its private health coverage.⁵ Insurers could exclude all coverage
12 for developmental disabilities in private health insurance, while, at the same time, such
13 an exclusion would be illegal in a Medicaid managed care plan or on the ACA
14 marketplace. Allowing health care discrimination to remain in employer-sponsored
15 health coverage was not what Congress intended. The ACA’s purpose was to eliminate
16 all such discrimination.

17 The Final Rule ignores long-standing interpretations of civil rights statutes that
18 receipt of any federal financial assistance renders the entire entity subject to anti-
19 discrimination law. *See United States v. Baylor Univ. Med. Ctr.*, 736 F.2d 1039, 1042 (5th
20 Cir. 1984) (Receipt of Medicaid or Medicare funds in any part of an entity’s program
21 brought the entire program into the scope of Section 504 of the Rehabilitation Act; anti-
22 discrimination protections were not limited to only those direct beneficiaries of the
23 Medicaid or Medicare funds); *Schroeder v. Chicago*, 927 F.2d 957, 962 (7th Cir. 1991)
24 (“[T]he various civil rights statutes including the Rehabilitation Act [] apply to the

25
26 ⁵ Other laws (such as state insurance laws) may still mandate such coverage.

entirety of any state or local institution that had a program or activity funded by the federal government.”); *Mansourian v. Bd. of Regents of the Univ. of Cal.*, 816 F. Supp. 2d 869, 917 (E.D. Cal. 2011) (“[I]f any arm of an education institution received federal funds, the institution as a whole must comply with Title IX’s provisions.”); *Rumble v. Fairview Health Servs.*, 2015 U.S. Dist. LEXIS 31591, at *34 (D. Minn. Mar. 16, 2015) (“[A]s long as part of an organization or entity receives federal funding or subsidies of some sort, the entire organization is subject to the anti-discrimination requirements of Section 1557.”). HHS cannot unilaterally limit the scope of anti-discrimination law to just those parts of “covered entities” that receive federal financial assistance.

D. No Court or State Regulator Has Adopted HHS’s Constrained Interpretation of “Covered Entity.”

Many state insurance commissioners have concluded that Section 1557 applies to all health insurers in all activities.⁶ In April 2018, Idaho’s insurance director issued a directive that all health benefit plans, “including the individual, small group, and large group insured markets and self-funded health benefit plans” may not discriminate on the basis of disability “such as autism” by “adopting or implementing discriminatory benefit designs.” See Bulletin No. 18-02, State of Idaho, Department of Insurance (“[A]n exclusion of treatments for autism spectrum disorder [is] discriminatory and prohibited.”).⁷ The insurance regulators of Washington, Rhode Island, Pennsylvania, Minnesota, and Massachusetts, among others, have all concluded that blanket exclusions of all coverage for gender affirming treatment in health insurance plans are

⁶ Proposed Amici respectfully request that the Court take judicial notice of the public documents from state regulators cited below. See Fed. R. Evid. 201(b); *Arizona Libertarian Party v. Reagan*, 798 F.3d 723, 727, n. 3 (9th Cir. 2015) (“We may take judicial notice of ‘official information posted on a governmental website, the accuracy of which [is] undisputed.’”).

⁷ See <https://doi.idaho.gov/DisplayPDF?Id=4924> (last visited 7/26/20).

discriminatory in violation of Section 1557.⁸ Counsel for proposed Amici are unaware of any state regulatory guidance similar to that in the 2020 Final Rule. Hamburger Decl., ¶4.

The courts that have considered this issue have similarly concluded that Section 1557 applies more broadly than just the ACA marketplace plans and Medicaid/Medicare. *See Schmitt*, 2020 U.S. App. LEXIS 21902, at *10 (private employer-sponsored health plans are subject to Section 1557); *Callum v. CVS Health Corp.*, 137 F. Supp. 3d 817, 849 (D.S.C. 2015) (consistent with the proposed 2016 rules, a retail pharmacy, was a “health program or activity”); *Rumble v. Fairview Health Servs.*, 2015 U.S. Dist. LEXIS 31591, at *36 (D. Minn. Mar. 16, 2015) (Emergency Physicians group was subject to Section 1557); *Esparza v. Univ. Med. Ctr. Mgmt. Corp.*, 2017 U.S. Dist. LEXIS 142944, at *20 (E.D. La. Sep. 5, 2017) (Section 1557 is not limited to only federal financial assistance provided to entities in the health insurance exchange); *Tovar v. Essentia Health*, 342 F. Supp. 3d 947, 954 (D. Minn. 2018) (TPA of a self-funded employer-sponsored plan may be subject to Section 1557: “Nothing in Section 1557, explicitly or implicitly, suggests that TPAs are exempt from the statute's nondiscrimination requirements.”); *Kadel v. Folwell*, 2020 U.S. Dist. LEXIS 42586, at *26 (M.D.N.C. Mar. 10, 2020) (State employee self-funded plan may be subject to Section 1557 due to exclusion of all coverage for gender affirming treatment).

The narrow interpretation of “health program or activity” in the 2020 Final Rule makes no sense from a policy perspective. When passing the ACA, Congress was

⁸See <https://www.insurance.wa.gov/sites/default/files/documents/gender-identity-discrimination-letter.pdf> (broad exclusions of coverage on the basis of gender identity by health insurance carriers are prohibited); <http://www.ohic.ri.gov/documents/Bulletin-2015-3-Guidance-Regarding-Prohibited-Discrimination.pdf>; <https://www.pabulletin.com/secure/data/vol46/46-18/762.html>; <http://mn.gov/commerce-stat/pdfs/bulletin-insurance-2015-5.pdf>; <https://www.mass.gov/files/documents/2016/07/uj/bulletin-201403.pdf> (last visited 7/26/20).

1 uniquely focused on reforming the activities of *health insurers* in order to promote
 2 comprehensive coverage. *See Nat'l Fed'n of Indep. Bus.*, 567 U.S. at 547. Other areas of
 3 “health activity” such as hospitals and medical providers, were already subject to federal
 4 anti-discrimination law through Section 504 of the Rehabilitation Act. *See* 45 C.F.R.
 5 §84.3(h); *see e.g., Hurley v. Loma Linda Univ. Med. Ctr.*, 2014 U.S. Dist. LEXIS 18018, at *29
 6 (C.D. Cal. Feb. 12, 2014). The main purpose of Section 1557 was to make “contracts of
 7 insurance” subject to federal anti-discrimination protections for the very first time.
 8 HHS’s new Final Rule which proposes to exclude health insurers from federal anti-
 9 discrimination law, except those that participate on the ACA marketplaces and in
 10 Medicaid and Medicare, exceeds its authority, is arbitrary and capricious and should be
 11 enjoined.

12 **E. There Is No “Good Reason” for HHS’s Proposed Limitation on the Definition**
 13 **of “Health Program or Activity.”**

14 When changing a rule that has “engendered serious reliance interests” an agency
 15 must provide a detailed justification for the new rule. *FCC v. Fox TV Stations, Inc.*, 556
 16 U.S. 502, 515, 129 S. Ct. 1800 (2009) (“It would be arbitrary or capricious to ignore such
 17 [reliance]”). Since the ACA passed in 2010, state regulators and courts have concluded,
 18 *without exception*, that Section 1557 regulates “health programs or activities” including
 19 health insurers. HHS offers no “reasoned analysis” for why this long-established
 20 determination must be overturned. HHS merely states that its constrained reading of
 21 “health program or activity” is “at least as reasonable as the 2016 Rule[].” 85 Fed. Reg.
 22 37,163. HHS’s justification for narrowing the application of “health program or activity”
 23 is, as a matter of law, insufficient. *See Encino Motorcars, LLC v. Navarro*, 136 S. Ct. 2117,
 24 2127 (2016). “This lack of reasoned explication for a regulation that is inconsistent with
 25 the Department’s longstanding earlier position results in a rule that cannot carry the
 26 force of law.” *Id.* For ten years, health insurers have been subject to the requirements of

Section 1557's anti-discrimination law. HHS offers no "good reason" for changing the scope now.

III. CONCLUSION

This Court should enjoin the HHS proposed Final Rule as sought by the Washington Attorney General's Office.

DATED: July 29, 2020.

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Attorneys for Proposed Amici

CERTIFICATE OF SERVICE

I hereby certify that on August 10, 2020, I caused the foregoing to be electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following:

- **Marsha J. Chien**
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- **Erica R. Franklin**
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DATED: August 10, 2020, at Seattle, Washington.

/s/ Eleanor Hamburger
Eleanor Hamburger (WSBA #26478)

EXHIBIT K

HONORABLE JUDGE ROBERT J. BRYAN

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT TACOMA**

C. P., by and through his parents,
Patricia Pritchard and Nolle Pritchard;
and PATRICIA PRITCHARD,

Plaintiff,

vs.

BLUE CROSS BLUE SHIELD OF
ILLINOIS,

Defendants.

Case No. 3:20-cv-06145-RJB

**EXPERT DECLARATION OF
MICHAEL K. LAIDLAW, M.D.**

I, Michael K. Laidlaw, M.D., hereby declare as follows:

I. Expert Witness Background & Qualifications

1. My name is Michael K. Laidlaw. I am over the age of eighteen and submit this expert declaration based on my personal knowledge and experience.

2. I am a board-certified endocrinologist. I received my medical degree from the University of Southern California in 2001. I completed my residency in internal medicine at Los Angeles County/University of Southern California Medical Center in 2004. I also completed a fellowship in endocrinology, diabetes, and metabolism at Los Angeles County/University of Southern California Medical Center in 2006.

EXPERT DECLARATION OF
MICHAEL K. LAIDLAW, M.D. - 1

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1 3. I have been board certified by (1) the National Board of Physicians and Surgeons
2 for Endocrinology, Diabetes & Metabolism, (2) the National Board of Physicians and Surgeons
3 for Internal Medicine, and (3) the American Board of Internal Medicine for Endocrinology,
4 Diabetes and Metabolism.

5 4. The information provided regarding my professional background are detailed in
6 my curriculum vitae. A true and correct copy of my curriculum vitae is attached as Exhibit A.

7 5. In my clinical practice as an endocrinologist, I evaluate and treat patients with
8 hormonal and/or gland issues. Hormone and gland disorders can cause or be associated with
9 psychiatric symptoms, such as depression, anxiety, and other psychiatric symptoms. Therefore,
10 I frequently assess and treat patients demonstrating psychiatric symptoms and determine whether
11 their psychiatric symptoms are being caused by a hormonal issue, gland issue, or a different
12 cause. The reason that endocrinologists become involved in treatment of gender dysphoria is
13 that gender dysphoria, a psychiatric issue, may be interrelated with hormone and gland disorders.
14 Indeed, the expert witnesses retained by Plaintiffs in this case treat gender dysphoria as
15 presumptively a hormone and gland disorder. The Endocrine Society has issued guidelines for
16 the diagnosis and treatment of gender dysphoria.

17 **II. Summary of Work Performed**

18 6. I have been retained by Blue Cross Blue Shield of Illinois (“BCBSIL”) to provide
19 a rebuttal expert opinion in response to the declarations of the expert declarations of Dr. Randi
20 C. Ettner, Ph.D.; Dr. Dan H. Karasic, M.D.; and Dr. Loren S. Schechter, M.D.

21 7. If called to testify in this matter, I would testify truthfully and based on my expert
22 opinion. The opinions and conclusions I express herein are based on a reasonable degree of
23 scientific certainty.

24 8. I am being compensated at an hourly rate of \$450 per hour plus expenses for my
25 time spent preparing this declaration and \$650 per hour for providing testimony in this matter.
26 My compensation does not depend on the outcome of this litigation, the opinions I express, or
27 the testimony I may provide.

EXPERT DECLARATION OF
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1 9. My opinions contained in this report are based on: (1) my clinical experience as
 2 an endocrinologist; (2) my clinical experience evaluating individuals who have or have had
 3 gender incongruence and/or gender dysphoria; (3) my knowledge of research and studies
 4 regarding the treatment of gender dysphoria, including for minors; and (4) my review of the
 5 various declarations submitted by Plaintiffs in the present lawsuit, *C.P. et al. v. Blue Cross Blue*
 6 *Shield of Illinois*, Case No. 3:20-cv-06145-RJB (W.D. Wash).

7 10. I was provided with and reviewed the following case-specific materials: (1) C.P.'s
 8 medical records from the Polyclinic; (2) the deposition of Plaintiff Patricia Pritchard; (3) the
 9 depositions of C.P.'s treating providers, Kevin Hatfield, M.D.; Jeffrey Kylo, M.D.; and Sharon
 10 Booker, MA, LHMC; and (4) the expert declarations of Dr. Randi C. Ettner, Ph.D.; Dr. Dan H.
 11 Karasic, M.D.; and Dr. Loren S. Schechter, M.D., and (5) the deposition of Blue Cross Blue
 12 Shield of Illinois Medical Director, Kim Reed, M.D..

13 **III. Summary of Opinions**

14 11. In my professional opinion, treatment interventions on behalf of individuals
 15 diagnosed with gender dysphoria must be held to the same scientific standards as other medical
 16 treatments. These interventions must be optimal, efficacious, and safe. Any treatment which
 17 alters biological development in children should be used with extreme caution and regarded as a
 18 last resort.

19 12. The Plaintiffs' experts' opinions are substantively the same. They each opine that
 20 for patients with gender dysphoria, the only acceptable path forward that meets the standard of
 21 care is the approach endorsed by the World Professional Association for Transgender Health
 22 ("WPATH").

23 13. The implication is that if an employer excludes gender affirmative care from
 24 coverage, it must be because the employer is prejudiced against transgender individuals. This is
 25 demonstrably false.

26 14. In my opinion, these opinions are too absolute and the product of political
 27 advocacy. There is ongoing debate and study in the medical community regarding gender

1 affirmative treatment. The medical community is divided on many issues related to the
 2 appropriate medical care for gender identity and the necessity or value of gender affirmative care.
 3 This is especially true for minors.

4 15. For example, Plaintiffs' experts opine that gender dysphoria is an immutable,
 5 permanent condition. That is not the consensus in the relevant community and there is much
 6 debate and disagreement about whether gender dysphoria is always permanent.

7 16. A recurring problem is the quality of medical care received by minors who
 8 undergo irreversible gender-affirming treatments. This appears to result at least in part because
 9 gender dysphoria treatments are so entangled with advocacy. WPATH itself recognizes that it
 10 is not only a scientific organization but also as an advocacy organization, and these two objectives
 11 are not compatible.

12 17. Based on the materials I have reviewed and in my professional opinion, the
 13 treatment of C.P. is indicative of these quality-of-care problems that I have observed.

14 **IV. Analysis.**

15 **A. Background**

16 **1. The WPATH and The Endocrine Society**

17 18. I have read the reports of expert witnesses retained by Plaintiffs in this case, Randi
 18 C. Ettner, Ph.D., Dan H. Karasic, M.D., and Loren S. Schechter, M.D. Drs. Ettner, Karasic, and
 19 Schechter all rely almost exclusively on the WPATH *Standards of Care for the Health of*
 20 *Transsexual, Transgender and Gender-nonconforming People* (7th version) (WPATH *Standards*
 21 *of Care*). See Ettner Report, ¶¶ 33-34; Karasic Report, ¶¶ 25-34, 43-44; Schechter Report, ¶¶
 22 24-27. These experts also briefly cite the Endocrine Society guidelines for support. See Ettner
 23 Report, ¶ 54; Karasic Report, ¶¶ 35-36; Schechter Report, ¶ 26.

24 19. Dr. Ettner is the immediate past Secretary of the World Professional Association
 25 for WPATH and has been a member of the Board of Directors for 12 years. Dr. Ettner is an
 26 author of the WPATH *Standards of Care*.

1 20. Dr. Karasic previously sat on the Board of Directors of WPATH. Dr. Karasic
2 Ettner is also an author of the WPATH *Standards of Care*. Dr. Karasic is also a member of the
3 WPATH Global Education Initiative.

4 21. Dr. Schechter is also a contributing author to the WPATH *Standards of Care*. Dr.
5 Schechter has taught a number of courses through WPATH's Gender Education Institute.

6 22. The WPATH *Standards of Care* were produced over a decade ago, in 2011. They
7 were prepared within their advocacy organization and are purported to be a "professional
8 consensus about the psychiatric, psychological, medical, and surgical management of gender
9 dysphoria" (WPATH, 2022). However, there is no "professional consensus" on these issues in
10 the medical community at this time. Furthermore, WPATH's "Standards of Care," unlike the
11 Endocrine Society's guidelines, do not have a grading system for either the strength of their
12 recommendations or the quality of the evidence presented.

13 23. There is widespread agreement among relevant health care providers that
14 WPATH is not merely a scientific organization but also as an advocacy organization that supports
15 gender affirmative surgery. WPATH explicitly regards itself as such. WPATH has advocated
16 positions on issues that have drawn varying opinions and views in the relevant medical
17 community.

18 24. WPATH's *Standards of Care*, in contrast to, for example, the Endocrine Society's
19 guidelines, do not follow recognized procedures for establishing the guidelines as the fruit of
20 genuine scientific method. For example, the *Standards of Care* lack a grading system for the
21 strength of its recommendations or the quality of the evidence presented to support its
22 recommendations. WPATH claims to be a scientific organization while explicitly acting as an
23 advocacy group. These are incompatible goals.

24 25. WPATH no longer considers preoperative psychotherapy to be a requirement
25 before gender affirmative surgery. This follows many years in which the role of WPATH
26 downgraded the role of psychotherapy. Many facilities that follow WPATH standards permit
27

1 patients to receive counseling from individuals with masters rather than medical or PhD degrees
2 or clinical psychology qualifications.

3 26. While the Endocrine Society has issued “Endocrine Treatment of Gender-
4 Dysphoric / Gender-Incongruent Persons: An Endocrine Society Clinical Practice Guideline,”
5 these are only “guidelines.” The Endocrine Society’s guidelines specifically state that their
6 “guidelines cannot guarantee any specific outcome, nor do they establish a standard of care”
7 (Hombre *at al.*, 2017, p. 3895).

8 27. In the Endocrine Society’s guidelines, the quality of evidence for the treatment of
9 adolescents is rated “very low-quality evidence” and “low quality evidence.” “The quality of
10 evidence for [puberty blocking agents] is noted to be low. In fact, all of the evidence in the
11 guidelines with regard to treating children/adolescents by [gender affirmative therapy] is low to
12 very low because of the absence of proper studies” (Laidlaw et al., 2019).

13 28. Unlike some other recommendations for adolescent Gender Affirmative Therapy
14 (“GAT”), the Endocrine Society’s guidelines do not include any grading of the quality of
15 evidence specifically for their justification of laboratory ranges of testosterone or estrogen or for
16 adolescent mastectomy or other surgeries.

17 29. Endocrinologists W. Malone and P. Hruz and colleagues have written discussing
18 the limitations of the Endocrine Society’s guidelines as well: “Unlike standards of care, which
19 should be authoritative, unbiased consensus positions designed to produce optimal outcomes,
20 practice guidelines are suggestions or recommendations to improve care that, depending on their
21 sponsor, may be biased. In addition, the ES claim of effectiveness of GAT interventions is at
22 odds with several systematic reviews, including a recent Cochrane review of evidence and a now
23 corrected population-based study that found no evidence that hormones or surgery improve long-
24 term psychological well-being. Lastly, the claim of relative safety of these interventions ignores
25 the growing body of evidence of adverse effects on bone growth, cardiovascular health, and
26 fertility, as well as transition regret” (Malone et al., 2021).

2. **Gender Dysphoria as a Subjective, Psychological Condition with Unknown Causes**

30. *According to Dr. Ettner, “A growing assemblage of research documents that gender identity is immutable and biologically based.”* Ettner Report, ¶ 25.

31. This assertion lacks scientific support and therefore impairs the credibility of Dr. Ettner’s opinions. There is no objective physical measure to identify either gender identity or gender dysphoria. One cannot do imaging of the human brain to find the gender identity. Likewise, there is no other imaging, laboratory tests, biopsy of tissue, autopsy of the brain, or genetic testing that can identify the gender identity. There is no known gene that maps to gender identity or to gender dysphoria.

32. Gender dysphoria is a psychological diagnosis. It is diagnosed purely by psychological methods of behavioral observation and questioning.

33. Likewise, what is termed gender identity is a psychological concept. It has no correlate in the human body. “There are no laboratory, imaging, or other objective tests to diagnose a ‘true transgender’ child” (Laidlaw et al., 2019).

34. This is in contrast to all other endocrine disorders which have a measurable physical change in either hormone levels or gland structure which can be confirmed by physical testing. Endocrinology is the study of glands and hormones. Endocrine disorders can be divided into three main types: those that involve hormone excess, those that involve hormone deficiency, and those that involve structural abnormalities of the glands such as cancers.

35. Notably, Noteworthy in these three types is that all three disease conditions are diagnosed by physical observations. In other words, a laboratory test of a hormone, an imaging test of an organ, an examination of cells under a microscope, or all three may be employed in the diagnosis of endocrine disease.

3. **There is Evidence of Substantial Desistance Among Those Who Have Received Gender Affirming Care.**

36. *According to dr. Ettner, “[e]fforts to change an individual’s gender identity are therefore both futile and unethical” because [t]he evidence demonstrating that gender identity*

1 *cannot be altered, either for transgender or for non-transgender individuals,” and is therefore*
 2 *“innate and immutable.”* Ettner Report, ¶ 25. *According to Dr. Karasic, “[r]egret among those*
 3 *who are treated with gender-affirming medical care is rare.”* Karasic Report, ¶ 51.

4 37. There is substantial evidence to the contrary.

5 38. These assertions are not supported by the scientific evidence. Gender dysphoria
 6 is a persistent state of distress that stems from the feeling that one’s gender identity does not align
 7 with their physical sex (American Psychiatric Association, 2013).

8 39. Desistance is a term indicating that the child, adolescent, or adult who initially
 9 presented with gender incongruence has come to experience a realignment of their internal sense
 10 of gender and their physical body.

11 40. “There is currently no way to predict who will desist and who will remain
 12 dysphoric.” “Children with [gender dysphoria] will outgrow this condition in 61% to 98% of
 13 cases by adulthood. (Laidlaw et al., 2019).

14 41. Because the rate of desistance is so high, gender affirmative therapy will
 15 necessarily cause serious and irreversible harm to many children and adolescents who would
 16 naturally outgrow the condition if not affirmed.

17 42. With respect to minors, because there is no physical marker to diagnose gender
 18 identity, and because it is not possible to predict which child or adolescent will desist, it is not
 19 possible to know which young person will still identify as transgender as an adult.

20 43. Concern for desistance has increased as, in recent years, there have been very
 21 significant increases in referrals for this condition noted around the globe. For example, in the
 22 UK, “[t]he number of referrals to GIDS [Gender Identity Development Service] has increased
 23 very significantly in recent years. In 2009, 97 children and young people were referred. In 2018
 24 that number was 2519” (Bell v. Tavistock Judgment, 2020). (Littman, 2018).

25 44. The likelihood of desistance may be greater if there are social causes of gender
 26 dysphoria, because those are transient. The French National Academy of Medicine, the premier
 27 such academy in the country and founded in 1820 by Louis XVIII, wrote recently: “Parents

1 addressing their children's questions about transgender identity or associated distress should
 2 remain vigilant regarding the addictive role of excessive engagement with social media" (SEGM,
 3 2022).

4 45. The large percentage of individuals suffering from diagnosed mental illnesses also
 5 is reason for concern about dissidence. In "a study of the Finnish gender identity service, '75%
 6 of adolescents [assessed] had been or were currently undergoing child and adolescent psychiatric
 7 treatment for reasons other than gender dysphoria' (Kaltiala-Heino, 2015). In fact, '68% had
 8 their first contact with psychiatric services due to other reasons than gender identity issues.' The
 9 same study also showed that 26% percent had an autistic spectrum disorder and that a
 10 disproportionate number of females (87%) were presenting to the gender clinics compared to the
 11 past" (Laidlaw in gdworkinggroup.org, 2018).

12 4. Biological Sex in Contrast to Gender Identity

13 46. *According to Dr. Ettner, "a number of factors go into the determination of a*
 14 *person's sex." Dr. Ettner then lists a number of physical factors and then adds "gender*
 15 *identity."* Ettner, ¶ 21.

16 a. Human Sexual Development

17 (1) Embryologic development

18 47. Another confirmation that there are only two biological sexes comes from what is
 19 known about embryologic development and fertilization. The biologic development of the
 20 human person begins with a gamete from a female termed an ovum or egg and a gamete from a
 21 biological male which is termed sperm. The fertilization of the egg by the sperm begins the
 22 process of human biological development. The cells of the fertilized ovum then multiply and the
 23 person undergoes the incredible changes of embryologic development.

24 48. It is noteworthy that the male sperm comes from the biological male and the
 25 female egg comes from the biological female. There is no other third or fourth or fifth type of
 26 gamete that exists to begin the development of the human person. This is consistent with the
 27 binary nature of human sex (Alberts et al., 2002).

1 will develop sperm under the influence of testosterone and become capable of ejaculation.
2 Because of these changes, the male will become capable of fertilizing an egg. The inability to
3 produce sperm sufficient to fertilize an egg is termed infertility.

4 55. For the female, pubertal development includes changes such as breast
5 development, widening of the pelvis, and menstruation. The female will also begin the process
6 of ovulation which is a part of the menstrual cycle and involves the release of an egg or eggs
7 from the ovary. Once the eggs are released in a manner in which they can become fertilized by
8 human sperm, then the female is termed fertile. The inability to release ovum that can be
9 fertilized is termed infertility (Kuohong and Hornstein, 2021).

10 (3) Tanner stages of development

11 56. From a medical perspective it is important to know the stage of pubertal
12 development of the developing adolescent. This can be determined through a physical
13 examination of the body. The female will have changes in breast characteristics and pubic hair
14 development. Similarly, the male will have changes in testicular size and pubic hair
15 development. These findings can be compared to the Tanner staging system which will allow
16 the stage of puberty to be known.

17 57. Tanner stages are divided into five stages. Stage 1 is the pre-pubertal state before
18 pubertal development of the child begins. Stage 5 is full adult sexual maturity. Stages 2 through
19 4 are various phases of pubertal development (Greenspan and Gardner, 2004).

20 58. Awareness of the Tanner stage of the developing adolescent is also useful to
21 assess for maturation of sex organ development leading to fertility. For girls, the first
22 menstruation (menarche) occurs about two years after Tanner stage 2 and will typically be at
23 Tanner stage 4 or possibly 3 (Emmanuel and Boker, 2022). The first appearance of sperm
24 (spermarche) will typically be Tanner stages 4 (*Id.*). If puberty is blocked or disrupted before
25 reaching these critical stages, the sex glands will be locked in a premature state and incapable of
26 fertility.
27

(4) **Biological Sex Cannot Be Changed**

59. It is not possible for a person to change from one biological sex to the other, and there is no technology that allows a biological male to become a biological female or vice-versa. It is not technologically possible at this time to change sex chromosomes; these will remain in every cell throughout life. It is not technologically possible to transform sex glands from one to the other. In other words, there are no hormones or other means currently known to change an ovary into a testicle or a testicle into an ovary.

60. Furthermore, as noted earlier, several of the sex specific structures (such as the epidymis of the male or uterus of the female) are produced early in embryological development from around weeks 8 to 12. The primitive ducts which lead to these organs of the opposite sex are obliterated. There is no known way to resuscitate these ducts and continue development of opposite sex structures.

61. It is also not possible to produce gametes of the opposite sex. In other words, there is not any known way to induce the testicles to produce eggs. Nor is there any known way to induce the ovaries to produce sperm. Therefore, creating conditions for a biological female to create sperm capable of fertilizing another ovum is impossible. The induction of opposite sex fertility is impossible.

62. In fact, some gender affirming therapy actually leads to infertility and potential sterilization.

B. Effectiveness and Safety of Gender Affirmative Therapies Recommended by WPATH

63. According to Dr. Ettner, “[t]here is a large and growing body of evidence that demonstrates that the provision of gender affirming medical and surgical treatment to treat gender dysphoria are both safe and effective.” Ettner, Report, ¶ 49. According to Dr. Karasic, “gender dysphoria is a condition that is highly amenable to treatment, and the prevailing treatment for it is highly effective. . . . Gender-affirming medical and surgical interventions in accordance with the WPATH SOC 7 and Endocrine Society Guidelines are widely recognized

1 *in the medical community as safe, effective, and medically necessary for many transgender*
 2 *people with gender dysphoria...risks do decline when transgender individuals are supported*
 3 *and live according to their gender identity.”* Karasic Report, ¶¶ 24, 43. Dr. Schechter’s
 4 testimony is the same. Schechter Report, ¶¶ 37-41.

5 64. The scientific evidence does not support these unequivocal assertions. Gender
 6 affirmative therapy suffers from a lack of a quality evidence base and from poorly-performed
 7 studies.

8 65. The approaches to gender dysphoria may be divided into three main types.
 9 (Zucker, 2020). One is psychosocial treatment that helps the young person align their internal
 10 sense of gender with their physical sex. Another would be to “watch and wait” and allow time
 11 and maturity to help the young person align sex and gender through natural desistance. The third
 12 option is referred to as gender affirmative therapy or GAT and is the approach recommended by
 13 WPATH.

14 66. GAT consists of psychosocial, medical, and surgical interventions that attempt to
 15 psychologically and medically alter the patient so that they come to believe they may become
 16 similar to the physical sex which aligns with their gender identity (but not their biological sex)
 17 and thereby reduce gender dysphoria. GAT consists of four main parts: 1) social transition, 2)
 18 blocking normal puberty or menstruation, 3) high dose opposite sex hormones, and 4) surgery of
 19 the genitalia and breasts.

20 67. I will describe each stage of GAT and then address scientific evidence regarding
 21 the efficacy of GAT to treat gender dysphoria and the safety of these treatments.

22 1. Gender Affirmative Therapies Recommended by WPATH

23 a. Social Transition

24 68. The first stage of gender affirmative therapy is termed social transition. Social
 25 transition is a psychological intervention. The child may be encouraged to adopt the type of
 26 clothing and mannerisms or behaviors which are stereotypical of the opposite sex within a
 27 culture. For example, in the United States a boy might wear his hair long and wear dresses in

1 order to socially transition. A girl may cut her hair short and wear clothes from the boys' section
2 of a department store.

3 **b. Medications which Block Pubertal Development**

4 **(1) Background**

5 69. A second stage of gender affirmative therapy may involve blocking normal
6 pubertal development. This may be done with puberty blocking medications that act directly on
7 the pituitary.

8 70. In order to understand what is occurring in this process, it is helpful to be aware
9 of normal hormone function during pubertal development.

10 71. There is a small pea-sized gland in the brain called the pituitary. It is sometimes
11 referred to as the "master gland," as it controls the function of several other glands. One key
12 function for our purposes is the control of the sex glands. There are two specific hormones
13 produced by the pituitary referred to as luteinizing hormone ("LH") and follicle stimulating
14 hormone ("FSH"). These hormones are responsible for sex hormone production and fertility.
15 The LH and FSH act as signals to tell the sex glands begin or continue their function.

16 72. In the adult male, the production of LH will cause adult levels of testosterone to
17 be produced by the testicles. In the adult female, the production of LH will cause adult levels of
18 estrogen to be produced by the ovaries.

19 73. In early childhood, prior to the beginning of puberty, the pituitary function with
20 respect to the sex glands is quiescent. However, during pubertal development, for the female,
21 the interaction of LH with the ovaries increases estrogen production and carries the girl through
22 the stages of development into womanhood. For boys, LH will signal the testicle to increase
23 testosterone production, which carries the boy through the stages of pubertal development into
24 manhood. Likewise for the female, the interaction of LH with the ovaries increases estrogen
25 production, which carries the girl through the stages of development into womanhood.

26 74. There are conditions diagnosed by endocrinologists which involve a disruption of
27 this normal communication between the pituitary and the sex glands. There is a medical

1 condition called hypogonadotropic hypogonadism. The meaning of this term is that the pituitary
2 is not sending the hormonal signals (LH and FSH) to the sex glands and therefore the sex glands
3 are unable to make their sex hormones. The result is hormonal deficiencies of LH, FSH, and
4 either testosterone or estrogen.

5 75. If this condition occurs during puberty, the effect will be to stop pubertal
6 development. This is a disease state which is diagnosed and treated by the endocrinologist.

7 76. Medications such as GnRH agonists act on the pituitary gland to lower the
8 pituitary release of LH and FSH levels dramatically. The result is a blockage of the signaling of
9 the pituitary to the ovaries or the testicles and therefore underproduction of the sex hormones.
10 This will stop normal menstrual function for the female and halt further pubertal development.
11 For the male this will halt further pubertal development. If the male had already reached
12 spermatarche, then production of new sperm will stop.

13 (2) GnRH Agonist Medication Effects

14 77. There are a variety of uses for GnRH agonists. The use and outcome can be very
15 different for different applications.

16 78. For example, the initial development of the medication called Lupron was for the
17 treatment of prostate cancer. The idea being that blocking pituitary hormones will block the adult
18 male's release of testosterone from the testicles. Since testosterone will promote the growth of
19 prostate cancer, the idea is to lower testosterone levels to a very low amount and therefore prevent
20 the growth and spread of prostate cancer. This is a labeled use of the medication. In other words,
21 there is FDA approval for this use.

22 79. Another labeled use of GnRH agonist medication is for the treatment of central
23 precocious puberty. In the disease state of central precocious puberty, pituitary signaling is
24 activated at an abnormally young age, say age four, to begin pubertal development. In order to
25 halt puberty which has begun at an abnormally early time, a GnRH agonist may be used. Here
26 the action of the medication on the pituitary will disrupt the signaling to the sex glands, stop early
27 sex hormone production, and therefore stop abnormal pubertal development.

1 80. Then, at a more normal time of pubertal development, say age 11, the medication
2 is stopped and puberty is allowed to proceed. The end result is to restore normal sex gland
3 function and timing of puberty. This is a labeled use for a GnRH agonist medication.

4 81. What about the use of puberty blockers such as Lupron in gender affirmative
5 therapy? In these cases, we have physiologically normal children who are just beginning puberty
6 or are somewhere in the process of pubertal development. They have healthy pituitary glands
7 and sex organs. However, a puberty blocking medication is administered to stop normal pubertal
8 development.

9 82. In this case, the condition of hypogonadotropic hypogonadism described above (a
10 medical disease) is induced by medication and is an iatrogenic effect of treating the psychological
11 condition of gender dysphoria. GnRH agonist medications have not been FDA approved for this
12 use.

13 **c. Opposite Sex Hormones**

14 83. The third stage of gender affirmative therapy involves using hormones of the
15 opposite sex at high doses to attempt to create secondary sex characteristics in the person's body.

16 **(1) Testosterone**

17 84. Testosterone is an anabolic steroid of high potency. It is classified as a Schedule
18 3 controlled substance by the DEA: "Substances in this schedule have a potential for abuse less
19 than substances in Schedules I or II and abuse may lead to moderate or low physical dependence
20 or high psychological dependence" (DEA, 2022). A licensed physician with a valid DEA
21 registration is required to prescribe testosterone.

22 85. I prescribe testosterone to men for testosterone deficiency. The state of
23 testosterone deficiency can cause various problems, including problems of mood, sexual
24 function, libido, and bone density. Prescription testosterone is given to correct the abnormally
25 low levels and bring them back into balance. The dose of testosterone must be carefully
26 considered and monitored to avoid excess levels in the male as there are a number of serious
27 concerns when prescribing testosterone.

(2) Estrogen

86. Estrogen is the primary sex hormone of the female. Prescription estrogen may be used if a woman has low estrogen levels due to premature failure of her ovaries. Estrogen is prescribed to bring these levels back into a normal range for the patient's age. Another labeled use of estrogen is to treat menopausal symptoms.

87. For the male, estrogen is being used at supraphysiologic doses. The high doses are used in an attempt to primarily affect an increase of male breast tissue development known as gynecomastia. Gynecomastia is the abnormal growth of breast tissue in the male. The occurrence of gynecomastia in the male is sometimes corrected by medication or more commonly by surgery if needed. Other changes of secondary sex characteristics may develop such as softening of the skin and changes in fat deposition and muscle development.

d. Surgeries as Gender Affirmative Therapy

88. Surgical alterations of the body of various kinds attempt to somehow mimic features of the opposite sex.

89. Individual surgical procedures can be a complex topic. It is helpful to first step back and consider conceptually what any surgery can and cannot accomplish.

90. In its basic form surgery is subtractive. In other words, a portion of tissue, an organ or organs are removed in order to restore health. For example, a diseased gallbladder may be surgically removed to help the patient get back to wellness. An infected appendix may be surgically removed to prevent worsening infection or even death. In both of these cases, an unhealthy body part is surgically removed in order to restore health.

91. In some cases, a diseased tissue or organ is removed so that a foreign replacement part may be substituted for an unhealthy organ or tissue. For example, a diseased heart valve may be replaced with a pig valve or a prosthetic heart valve. Another example is a failed liver may be replaced by liver transplant.

92. Though modern surgical techniques and procedures are astounding, there are very noteworthy limitations. Importantly, surgery cannot *de novo* create new organs. If a person's

1 kidneys fail, the surgeon has no scientific method for creating a new set of kidneys that can be
 2 implanted or grown within the patient. This conceptual background is helpful when considering
 3 various gender affirming surgeries.

4 93. There are a variety of gender affirming surgeries for females. These may include
 5 mastectomies, metoidioplasty, and phalloplasty.

6 **2. The Lack of Evidence of Effectiveness of GAT**

7 94. There is much evidence that questions the long-term benefits of opposite sex
 8 hormones and gender reassignment surgery and in fact suggests serious harms.

9 **a. Sweden's Long-term study of 30 years of data by Dhejne**

10 95. The most comprehensive study of its kind is from Sweden in 2011. The authors
 11 examined data over a 30-year time period (Dhejne, 2011). The Dhejne team made extensive use
 12 of numerous Swedish database registries and examined data from 324 patients in Sweden over
 13 30 years who had taken opposite sex hormones and had undergone sex reassignment surgery.
 14 They used population controls matched by birth year, birth sex, and reassigned sex. When
 15 followed out beyond ten years, the sex-reassigned group had nineteen times the rate of completed
 16 suicides and nearly three times the rate of all-cause mortality and inpatient psychiatric care
 17 compared to the general population of Sweden.

18 **b. The Bränström and Panchankis Retraction**

19 96. Other published studies of GAT have been shown to have serious errors. For
 20 example, a major correction was issued by the American Journal of Psychiatry. The authors and
 21 editors of a 2020 study, titled "Reduction in mental health treatment utilization among
 22 transgender individuals after gender-affirming surgeries: a total population study" (Bränström
 23 study, 2020) retracted their original primary conclusion. Letters to the editor by twelve authors,
 24 including myself, led to a reanalysis of the data and a corrected conclusion stating that, in fact,
 25 the data showed no improvement in mental health for transgender identified individuals after
 26 surgical treatment, nor was there improvement with opposite sex hormones ("Correction", 2020;
 27 Van Mol et al., 2020).

1 97. The initial reports of this study claimed that the authors found treatment benefits
2 with surgery, and this was shared widely in the media. For example, ABC News posted an article
3 titled “Transgender surgery linked with better long-term mental health, study shows” (Weitzer,
4 2019). An NBC news/Reuters headline reads “Sex-reassignment surgery yields long-term
5 mental health benefits, study finds” (Reuters, 2019).

6 98. However, after twelve authors from around the world, including our team,
7 investigated the study in detail, a number of serious errors were exposed, leading to a retraction
8 (Kalin, 2020; Anckarsäter et al., 2020).

9 99. In our letter to the editor, which I co-wrote with former Chairman of Psychiatry
10 at Johns Hopkins Medical School, Paul McHugh, MD, we noted key missing evidence in the
11 original Branstrom report when compared to the previous body of knowledge yielded from the
12 Swedish Dhejne study. We wrote that “[t]he study supports only weak conclusions about
13 psychiatric medication usage and nothing decisive about suicidality. In overlooking so much
14 available data, this study lacks the evidence to support its pro gender-affirmation surgery
15 conclusion” (Van Mol, Laidlaw, et al., 2020).

16 100. In another letter, Professor Mikael Landen writes that “the authors miss the one
17 conclusion that can be drawn: that the perioperative transition period seems to be associated with
18 high risk for suicide attempt. Future research should use properly designed observational studies
19 to answer the important question as to whether gender-affirming treatment affects psychiatric
20 outcomes” (Landen, 2020).

21 101. In another letter to the editor, psychiatrist David Curtis noted that “[t]he study
22 confirms the strong association between psychiatric morbidity and the experience of incongruity
23 between gender identity and biological sex. However, the Branstrom study does not demonstrate
24 that either hormonal treatment or surgery has any effect on this morbidity. It seems that the main
25 message of this article is that the incidence of mental health problems and suicide attempts is
26 especially high in the year after the completion of gender-affirming surgery” (Curtis, 2020).

1 102. In yet another critical letter, Dr. Agnes Wold states that “[w]hether these factors
2 involve a causal relationship (*i.e.*, that surgery actually worsens the poor mental health in
3 individuals with gender dysphoria) cannot be determined from such a study. Nevertheless, the
4 data presented in the article do not support the conclusion that such surgery is beneficial to mental
5 health in individuals with gender dysphoria” (Wold, 2020).

6 **c. Flawed studies based on the problematic 2015 US Transgender**
7 **Survey**

8 103. A 2021 study by Almazan and Keurghlian attempted to address mental health
9 outcomes in relation to surgery as a part of GAT (Almazan & Keurghlian, 2021). This was not
10 a randomized controlled study nor a prospective observational study. Rather, the study relied
11 upon the 2015 US Transgender Survey (“USTS”), which has been severely criticized for its
12 serious limitations and weaknesses.

13 104. D’Angelo *et al.* have written about the 2015 USTS survey as part of the criticism
14 of another flawed study in the journal Pediatrics by Jack Turban in 2020 titled “Pubertal
15 Suppression for Transgender Youth and Risk of Suicidal Ideation” (Turban, 2020). They write
16 in their critique of the USTS that it is “a convenience sampling, a methodology which generates
17 low-quality, unreliable data.” (Bornstein, Jager, & Putnick, 2013). Specifically, the participants
18 were recruited through transgender advocacy organizations and subjects were asked to “pledge”
19 to promote the survey among friends and family. This recruiting method yielded a large but
20 highly skewed sample. Their analysis is compromised by serious methodological flaws,
21 including the use of a biased data sample, reliance on survey questions with poor validity, and
22 the omission of a key control variable, namely subjects’ baseline mental health status.” They
23 also state that “[s]igmatizing non-‘affirmative’ psychotherapy for GD [gender dysphoria] as
24 ‘conversion’ will reduce access to treatment alternatives for patients seeking non-biomedical
25 solutions to their distress” (D’Angelo et al., 2021).

d. Centers for Medicare and Medicaid Services Findings

105. The Centers for Medicare and Medicaid Services (“CMS”) has found “inconclusive” clinical evidence regarding gender reassignment surgery. Specifically, the CMS Decision Memo for Gender Dysphoria and Gender Reassignment Surgery (CAG-00446N) (June 19, 2019) states: “The Centers for Medicare & Medicaid Services (CMS) is not issuing a National Coverage Determination (NCD) at this time on gender reassignment surgery for Medicare beneficiaries with gender dysphoria because the clinical evidence is inconclusive for the Medicare population.”

e. Nations and States Question and Reverse Course on GAT

106. Also noteworthy is that other nations are questioning and reversing course regarding gender affirmative therapy. For example, in the *Bell v. Tavistock* judgment in the UK, regarding puberty blockers in GAT, they concluded that “there is real uncertainty over the short and long-term consequences of the treatment with very limited evidence as to its efficacy, or indeed quite what it is seeking to achieve. This means it is, in our view, properly described as experimental treatment” (*Bell v. Tavistock* Judgment, 2020).

107. The case was appealed, and although the medical decision making was returned to clinicians (rather than the courts), it was noted that great pains should be taken to ensure that the child and parents are properly informed before embarking on such treatments. In its conclusion the appeals court stated that “[c]linicians will inevitably take great care before recommending treatment to a child and be astute to ensure that the consent obtained from both child and parents is properly informed by the advantages and disadvantages of the proposed course of treatment and in the light of evolving research and understanding of the implications and long-term consequences of such treatment. Great care is needed to ensure that the necessary consents are properly obtained” (*Bell v. Tavistock* Appeal, Judgment, 2021).

108. In the bulletin of the Royal College of Psychiatrists in 2021, in a reevaluation of the evidence, Griffin and co-authors write as follows: “As there is evidence that many psychiatric disorders persist despite positive affirmation and medical transition, it is puzzling why transition

1 would come to be seen as a key goal rather than other outcomes, such as improved quality of life
2 and reduced morbidity. When the phenomena related to identity disorders and the evidence base
3 are uncertain, it might be wiser for the profession to admit the uncertainties. Taking a supportive,
4 exploratory approach with gender-questioning patients should not be considered conversion
5 therapy” (Griffin et al., 2021).

6 109. In 2020, Finland recognized that “[r]esearch data on the treatment of dysphoria
7 due to gender identity conflicts in minors is limited” and recommended prioritizing
8 psychotherapy for gender dysphoria and mental health comorbidities over medical gender
9 affirmation (Council for Choices in Healthcare in Finland, 2020). Additionally, “[s]urgical
10 treatments are not part of the treatment methods for dysphoria caused by gender-related conflicts
11 in minors.”

12 110. In 2021, Sweden’s largest adolescent gender clinic announced that it would no
13 longer prescribe puberty blockers or cross-sex hormones to youth under 18 years outside clinical
14 trials (SEGM, 2021). “In December 2019, the SBU (Swedish Agency for Health Technology
15 Assessment and Assessment of Social Services) published an overview of the knowledge base
16 which showed a lack of evidence for both the long-term consequences of the treatments, and the
17 reasons for the large influx of patients in recent years. These treatments are potentially fraught
18 with extensive and irreversible adverse consequences such as cardiovascular disease,
19 osteoporosis, infertility, increased cancer risk, and thrombosis. This makes it challenging to
20 assess the risk / benefit for the individual patient, and even more challenging for the minors or
21 their guardians to be in a position of an informed stance regarding these treatments” (Gauffen
22 and Norgren, 2021).

23 111. Dr Hilary Cass “was appointed by NHS England and NHS Improvement to chair
24 the Independent Review of Gender Identity Services for children and young people in late 2020”
25 (The Cass Review website, 2022). In her interim report dated February 2022, it states that
26 “[e]vidence on the appropriate management of children and young people with gender
27 incongruence and dysphoria is inconclusive both nationally and internationally” (Cass, 2022).

112. In April of 2022, the Florida Secretary of the Agency for Health Care Administration requested that Florida Medicaid program review “whether treatments are consistent with widely accepted professional medical standards.”

113. On June 2, 2022, the report was completed and concluded: “Following a review of available literature, clinical guidelines, and coverage by other insurers and nations, Florida Medicaid has determined that the research supporting sex reassignment treatment is insufficient to demonstrate efficacy and safety. In addition, numerous studies, including the reports provided by the clinical and technical experts listed above, identify poor methods and the certainty of irreversible physical changes. Considering the weak evidence supporting the use of puberty suppression, cross-sex hormones, and surgical procedures when compared to the stronger research demonstrating the permanent effects they cause, these treatments do not conform to GAPMS and are experimental and investigational” (Florida Medicaid, 2022)

f. Mastectomy Surgery for Minors

114. Any serious look at the long-term effects at surgical treatment would follow subjects out at least ten years. For example, an article was published recently examining patients who had mild calcium disorders due to a gland called the parathyroid. They compared a group of patients who had surgical removal of the parathyroid to a control group who had not. They examined data ten years after surgery was completed and concluded that parathyroid surgery in this group “did not appear to reduce morbidity or mortality” in that patient group (Pretorius, 2022).

115. To my knowledge, there exists no comparable studies of minors with gender dysphoria comparing those who had mastectomy surgery to a control group who had not. There are also no known studies of minors followed for 10 years or more to determine the long-term risks and benefits of mastectomy for gender dysphoria.

116. Good quality studies specifically showing that mastectomy surgery is safe, effective, and optimal for treating minors with gender dysphoria do not exist. For example, there is a study titled “Chest Reconstruction and Chest Dysphoria in Transmasculine Minors and

1 Young Adults Comparisons of Nonsurgical and Postsurgical Cohorts” (Olson-Kennedy, 2018).
 2 The study authors conclude that “[c]hest dysphoria was high among presurgical transmasculine
 3 youth, and surgical intervention positively affected both minors and young adults.” However,
 4 there are a number of problems with this study. First, the term “chest dysphoria” is not found as
 5 a diagnosis or even referenced in the DSM-5. Second the “chest dysphoria scale” is a measuring
 6 tool created by the authors, but which the authors state “is not yet validated.” (*Id.*, p. 435) Third,
 7 the mastectomies were performed on girls as young as 13 and 14 years old and who thereby
 8 lacked the maturity and capacity of good judgment for truly informed consent for this life altering
 9 procedure. For this reason, in my professional opinion, the research and surgeries performed
 10 were flawed and unethical.

11 117. There exists another poorly designed study which suffers from similar
 12 methodological and ethical problems as the Olson-Kennedy study. A 2021 study published in
 13 Pediatrics examined females aged 13-21 recruited from a gender clinic. Thirty young females
 14 had mastectomy procedures and sixteen had not. The average age at surgery was 16.4 years
 15 (Mehring, 2021). The follow up time after surgery was only 19 months and no data is provided
 16 or analyzed about key psychiatric information such as comorbid psychological illnesses, self-
 17 harming behaviors, psychiatric hospitalizations, psychiatric medication use, or suicide attempts.

18 118. Information returned from the study surveys were all qualitative and included
 19 responses such as “[My chest dysphoria] made me feel like shit, honestly. It made me suicidal.
 20 I would have breakdowns.” Another respondent stated, “I’ve been suicidal quite a few times
 21 over just looking at myself in the mirror and seeing [my chest]. That’s not something that I
 22 should have been born with” (Mehring, 2021). The omission of psychiatric data is a major
 23 flaw in the study and also irresponsible given the obviously dangerous psychological states that
 24 some of these young people were in.

25 119. Since such a high proportion of subjects were using testosterone (83%), some of
 26 the responses could be attributed to adverse effects of testosterone. For example, as related
 27 earlier, high dose testosterone can manifest in irritability and aggressiveness. One study subject

1 responded, “I get tingly and stuff and it kind of makes me want to punch something” (Mehringner,
2 2022).

3 120. The testosterone labeling also indicates nausea and depression as adverse
4 reactions which are described by another study subject “There’s a feeling of hopelessness, of
5 desperation, of—almost makes me feel physically sick” (Actavis Pharma, Inc., 2018; Mehringner,
6 2022).

7 121. The study appears to have been designed, at least in part, to justify insurance
8 companies paying for mastectomy procedure for minors with gender dysphoria, even though they
9 have provided no long-term statistical evidence of benefit: “These findings...underscore the
10 importance of insurance coverage not being restricted by age” (Mehrniger, 2021). This also
11 appears to be part of the aim of the flawed Olson-Kennedy study, which stated, “changes in
12 clinical practice and in insurance plans’ requirements for youth with gender dysphoria who are
13 seeking surgery seem essential” (Olson-Kennedy, 2018). So these two studies, rather than being
14 a thorough examination of the psychological and physical risks and benefits of mastectomy
15 surgery over the long-term, appear instead to exist, at least in part, to validate the need for
16 insurance companies to insure the costs of these dubious procedures for minors.

17 3. Iatrogenic Harms of GAT

18 122. The term iatrogenic is used in medicine to describe harms or newly created
19 medical conditions that are the result of medications, surgeries, or even psychological treatments.
20 Each of the four interventions for gender affirmative surgery (social transition, blocking normal
21 puberty, opposite sex hormones, and surgery) lead to iatrogenic harms to the patient. These
22 harms will be described in detail below. GAT interrupts the natural desistence process and
23 instead places the patient on a lifetime regimen of hormonal and surgical care. A good
24 understanding of these harms is also critical to my practice as an endocrinologist, because if I did
25 not understand these harms, I could not advise patients of the risks associated with GAT.

1 **a. Adverse Health Consequences of Blocking Normal Puberty**

2 123. There are a number of serious health consequences that occur as the result of
3 blocking normal puberty. The first problem is infertility. The Endocrine Society Guidelines
4 recommend beginning puberty blockers as early as Tanner stage 2. As discussed earlier, this is
5 the very beginning of puberty. Fertility development happens later generally in Tanner stage 4.
6 One can see that if the developing person is blocked at Tanner stage 2 or 3 as advocated by the
7 guidelines, this is prior to becoming fertile. The gonads will remain in an immature, undeveloped
8 state.

9 124. Although procedures to preserve fertility are available, studies show that less than
10 5% of adolescents receiving GAT even attempt fertility preservation (FP) (Nahata, 2017).
11 Moreover, “ovarian tissue cryopreservation is still considered experimental in most centers and
12 testicular tissue cryopreservation remains entirely experimental. These experimental forms of
13 FP would be the only options in children [with puberty] blocked prior to spermathe and
14 menarche and are high in cost and limited to specialized centers. Even with FP there is no
15 guarantee of having a child” (Laidlaw, Cretella, et al., 2019).

16 125. Naturally, these children are at a developmental age where they are not thinking
17 about adult related concepts such as having children as they are children themselves. This is only
18 natural and to be expected. The medical problem imposed on them is that if they remain blocked
19 in an early pubertal stage then even the addition of opposite sex hormones will not allow for the
20 development of fertility. In fact, high dose opposite sex hormones may permanently damage the
21 immature sex organs leading to sterilization. Certainly the removal of the gonads, which will be
22 discussed later, will ensure sterilization.

23 126. Another problem with blocking puberty at an early stage is sexual dysfunction.
24 The child will continue their chronological age progression toward adulthood and yet remain
25 with undeveloped genitalia. This will lead to sexual dysfunction including potential erectile
26 dysfunction and inability to ejaculate and orgasm for of the male. For the female with
27

1 undeveloped genitalia potential sexual dysfunction may include painful intercourse and
2 impairment of orgasm.

3 127. In addition to direct effects on the developing genitalia and fertility, there are other
4 important aspects of puberty that are negatively affected. For example, puberty is a time of rapid
5 bone development. This time of development is critical in attaining what we call peak bone
6 density or the maximum bone density that one will acquire in their lifetime (Elhakeem, 2019).

7 128. Any abnormal lowering of sex hormones occurring during this critical time will
8 stop the rapid accumulation of bone and therefore lower ultimate adult bone density. If a person
9 does not achieve peak bone density, they would be expected to be at future risk for osteoporosis
10 and the potential for debilitating spine and hip fractures as adults. Hip fractures for the older
11 patient very significantly increase the risk of major morbidity and death (Bentler, 2009).
12 Allowing a “pause” in puberty for any period of time leads to an inability to attain peak bone
13 density.

14 129. Another consideration is maturation of the human brain. Much of what happens
15 is actually unknown. However, “sex hormones including estrogen, progesterone, and
16 testosterone can influence the development and maturation of the adolescent brain” (Arain,
17 2013). Therefore there are unknown, but likely negative consequences to blocking normal
18 puberty with respect to brain development.

19 130. A third potential problem with blocking normal puberty involves psychosocial
20 development. Adolescence is a critical time of physical, mental, and emotional changes for the
21 adolescent. It is important that they develop socially in conjunction with their peers. This is well
22 recognized in the psychological literature: “For decades, scholars have pointed to peer
23 relationships as one of the most important features of adolescence.” (Brown, 2009). If one is left
24 behind for several years under the impression that they are awaiting opposite sex puberty, they
25 will miss important opportunities for socialization and psychological development. Psychosocial
26 development will be necessarily stunted as they are not developing with their peers. This is a
27 permanent harm as the time cannot be regained.

131. Aside from the multiple serious problems that are iatrogenically acquired by blocking normal puberty, there appear to be independent risks of the puberty blocking medication themselves. For example, one can read the labeling of a common puberty blocking medication called Lupron Depot-Ped and find under psychiatric disorders: “emotional lability, such as crying, irritability, impatience, anger, and aggression. Depression, including rare reports of suicidal ideation and attempt. Many, but not all, of these patients had a history of psychiatric illness or other comorbidities with an increased risk of depression” (Lupron, 2022). This is particularly concerning given the high rate of psychiatric comorbidity with gender dysphoria discussed previously.

b. The Effect of Puberty Blockers on Desistance

132. As stated earlier, a very high proportion of minors diagnosed with gender dysphoria will eventually desist or come to accept their physical sex. Puberty blockers have been shown to dramatically alter natural desistance.

133. In a Dutch study that included seventy adolescents who took puberty blockers, all seventy decided to go on to hormones of the opposite sex (de Vries, et al. 2011). In a follow-up study, the overwhelming majority went on to have sex reassignment surgery by either vaginoplasty for males or hysterectomy with ovariectomy for females (de Vries, et al. 2014). These surgeries resulted in sterilization. This is why puberty blockers, rather than being a “pause” to consider aspects of mental health, are instead a pathway towards future sterilizing surgeries.

c. Infertility as a result of Puberty Blockers in GAT

134. Giving puberty blockers to a four-year-old with central precocious puberty will obviously not impair fertility, as the four-year-old has not yet become fertile. The child will at a later time have the puberty blocker discontinued and then normal pubertal development can proceed. Therefore, when they are no longer taking the medication, they will gain natural fertility.

135. In contrast, puberty blocking medication given in GAT occurs at precisely the time that the child will gain reproductive function. This will stop sperm production in the male and ovulation in the female (if these have already occurred, otherwise the functions will not even begin) which produces the infertile condition. Importantly, so long as the minor continues puberty blockers they will remain infertile. Should they continue on to opposite sex hormones as part of GAT then they will remain infertile. There is the additional possibility that cytotoxic effects of high dose opposite sex hormones will damage the immature gonads leading to permanent sterility. This is yet to be discovered.

d. Adverse Health Effects of Supraphysiologic Doses of Testosterone for Females in GAT

136. Regarding the potential for abuse, the labeling reads “Testosterone has been subject to abuse, typically at doses higher than recommended for the approved indication . . . Anabolic androgenic steroid abuse can lead to serious cardiovascular and psychiatric adverse reactions . . . Abuse and misuse of testosterone are seen in male and female adults and adolescents . . . There have been reports of misuse by men taking higher doses of legally obtained testosterone than prescribed and continuing testosterone despite adverse events or against medical advice.” (Actavis Pharma, 2018)

137. Adverse events with respect to the nervous system include: “Increased or decreased libido, headache, anxiety, depression, and generalized paresthesia.” (Actavis Pharm, 2018)

138. With regard to ultimate height, “[t]he following adverse reactions have been reported in male and female adolescents: premature closure of bony epiphyses with termination of growth” (Actavis Pharma, Inc., 2018). What this means is that testosterone applied to the adolescent will cause premature closure of the growth plates, stopping further gains in height in the growing individual and ultimately making the person shorter than they otherwise would have been.

1 139. With respect to the cardiovascular system of men using ordinary doses, “Long-
2 term clinical safety trials have not been conducted to assess the cardiovascular outcomes of
3 testosterone replacement therapy in men” (Actavis Pharma, 2018). No clinical safety trials have
4 been performed for women or adolescent girls to my knowledge.

5 140. “There have been postmarketing reports of venous thromboembolic events [blood
6 clots], including deep vein thrombosis (DVT) [blood clot of the extremity such as the leg] and
7 pulmonary embolism (PE) [blood clot of the lung which may be deadly], in patients using
8 testosterone products, such as testosterone cypionate” (Actavis Pharma, 2018).

9 141. A recently published study of adverse drug reactions (ADRs) as part of gender
10 affirming hormone therapies in France states that “[o]ur data show a previously unreported, non-
11 negligible proportion of cases indicating cardiovascular ADRs in transgender men younger than
12 40 years... In transgender men taking testosterone enanthate, all reported ADRs were
13 cardiovascular events, with pulmonary embolism in 50% of cases” (Yelehe et al., 2022).

14 142. There are also serious concerns regarding liver dysfunction: “Prolonged use of
15 high doses of androgens ... has been associated with development of hepatic adenomas [benign
16 tumors], hepatocellular carcinoma [cancer], and peliosis hepatis [generation of blood-filled
17 cavities in the liver that may rupture] —all potentially life-threatening complications” (Actavis
18 Pharma, 2018).

19 143. In GAT, what is termed “cross sex hormones” is the use of hormones of the
20 opposite sex to attempt to create secondary sex characteristics. To do so, very high doses of these
21 hormones are administered. When hormone levels climb above normal levels they are termed
22 supraphysiologic.

23 144. The female person does produce some smaller amount of testosterone relative to
24 the male. The normal reference range for adult females depending on the lab is about 10 to 50
25 ng/dL. However, in female disease conditions these levels can be much higher. For example, in
26 polycystic ovarian syndrome levels may range from 50 to 150 ng/dL. PCOS has been associated
27

1 with insulin resistance (Dunaif, 1989), metabolic syndrome (Apridonidze, 2005) and diabetes
2 (Joham, 2014).

3 145. In certain endocrine tumors such as adrenal carcinoma these levels may be
4 substantially higher in the 300 to 1000 ng/dl range. Adrenal carcinoma is a serious medical
5 condition and may be treated by surgery and potent endocrine medications.

6 146. Recommendations from the Endocrine Society's clinical guidelines related to
7 GAT are to ultimately raise female levels of testosterone to 320 to 1000 ng/dL², which is on the
8 same order as dangerous endocrine tumors for women as described above (Hembree, 2017). A
9 simple calculation shows this level for the adult may be anywhere from 6 to 100 times higher
10 than native female testosterone levels. In doing so they are creating a hormone imbalance known
11 as hyperandrogenism. These extraordinarily high levels of testosterone are associated with
12 multiple risks to the physical and mental health of the patient.

13 147. "Studies of transgender males taking testosterone have shown up to a nearly 5-
14 fold increased risk of myocardial infarction relative to females not receiving testosterone"
15 (Laidlaw et al., 2021; Alzahrani et al., 2019). A female can also develop unhealthy, high levels
16 of red blood cells referred to as erythrocytosis. These high red blood cell counts in young women
17 have been shown to be an independent risk factor for cardiovascular disease, coronary heart
18 disease and death due to both (Gagnon, 1994).

19 148. Other permanent effects of testosterone therapy involve irreversible changes to
20 the vocal cords. Abnormal amounts of hair growth which may occur on the face, chest, abdomen,
21 back and other areas is known as hirsutism. Should the female eventually change her decision
22 to take testosterone, this body hair can be very difficult to remove. Male pattern balding of the
23 scalp may also occur.

24 149. Changes to the genitourinary system include polycystic ovaries and atrophy of the
25 lining of the uterus. The breasts have been shown to have an increase in fibrous breast tissue and
26 a decrease in normal glandular tissue (Grynberg et al., 2010). Potential cancer risks from high
27 dose testosterone include ovarian and breast cancer (Hembree, 2017).

150. According to research regarding testosterone abuse, high doses of testosterone have been shown to predispose individuals towards mood disorders, psychosis, and psychiatric disorders. The “most prominent psychiatric features associated with AAS [anabolic androgenic steroids, *i.e.* testosterone] abuse are manic-like presentations defined by irritability, aggressiveness, euphoria, grandiose beliefs, hyperactivity, and reckless or dangerous behavior.

151. Other psychiatric presentations include the development of acute psychoses, exacerbation of tics and depression, and the development of acute confusional/delirious states (Hall, 2005). Moreover, “[s]tudies... of medium steroid use (between 300 and 1000 mg/week of any AAS) and high use (more than 1000 mg/week of any AAS) have demonstrated that 23% of subjects using these doses of steroids met the DSM-III-R criteria for a major mood syndrome (mania, hypomania, and major depression) and that 3.4% — 12% developed psychotic symptoms” (Hall, 2005).

e. Adverse Health Effects of Supraphysiologic Estrogen for Males in GAT

152. The doses of estrogen given to males for GAT are high and may vary from two to eight or more times higher than normal adult male levels. This produces the endocrine condition called hyperestrogenemia. Long-term consequences include increased risk of myocardial infarction and death due to cardiovascular disease (Irwig, 2018). Also “[t]here is strong evidence that estrogen therapy for trans women increases their risk for venous thromboembolism¹ over 5 fold” (Irwig, 2018).

153. Breast cancer is a relatively uncommon problem of the male. However, the risk of a male developing breast cancer has been shown to be 46 times higher with high dose estrogen (Christel *et al.*, 2019).

154. It is clear that supraphysiologic doses of either testosterone for the female or estrogen for the male can have detrimental health consequences. This is only now being borne out in the literature for adults. However, as more children and adolescents are put on these

¹ Venous thromboembolism is a blood clot that develops in a deep vein and “can cause serious illness, disability, and in some cases, death” (CDC, 2022).

1 medications one would expect these consequences to become more frequent and to occur earlier
2 in their lives.

3 **f. Adverse Effects of Mastectomy GAT**

4 155. Mastectomies are the surgical removal of the breasts. The procedure is used in
5 GAT in an attempt to make the chest appear more masculine. The surgery results in a permanent
6 loss of the ability to breastfeed and significant scarring of 7 to 10 inches. The scars are prone to
7 widening and thickening due to the stresses of breathing and arm movement. Other potential
8 complications include the loss of normal nipple sensation and difficulties with wound healing
9 (American Cancer Society, 2022).

10 156. It is important to note that this operation cannot be reversed. The person will
11 never regain healthy breasts capable of producing milk to feed a child (Mayo Clinic, Top Surgery,
12 2022).

13 157. Another important consideration is that compared to the removal of an unhealthy
14 gallbladder or appendix, in the case of gender dysphoria the breasts are perfectly healthy and
15 there is no organic disease process such as a cancer warranting their removal. The future person
16 who later desists is left with regret about what happened to her at an age before she could provide
17 true informed consent. Functioning breasts cannot be created by a surgeon and restored to a
18 patient in case of regret. She is left with permanent injury and loss of function with respect to
19 her breasts.

20 **g. Adverse Effects of GAT Surgeries of the Female Pelvis and**
21 **Genitalia**

22 158. Other types of surgery for females include those of the genitalia and reproductive
23 tract. For example, the ovaries, uterus, fallopian tubes, cervix, and vagina may be surgically
24 removed. Removal of the ovaries results in sterilization.

25 159. Importantly, removing female body parts does not produce a male. Rather, the
26 female has had sex specific organs permanently destroyed with no hope of replacement.
27

160. There have also been attempts to create a pseudo-penis. This procedure is known as phalloplasty. It is not possible to de novo create a new human penis. Instead, a roll of skin and subcutaneous tissue is removed from one area of the body, say the thigh or the forearm, and transplanted to the pelvis. An attempt is made to extend the urethra or urinary tract for urination through the structure. This transplanted tissue lacks the structures inherent in the male penis which allow for erection; therefore, erectile devices such as rods or inflatable devices are placed within the tube of transplanted tissue in order to simulate erection (Hembree, 2017). The labia may also be expanded to create a simulated scrotum containing prosthetic objects to provide the appearance of testicles.

161. Complications may include urinary stricture, problems with blood supply to the transplanted roll of tissue, large scarring to the forearm or thigh, infections including peritonitis, and possible injury to the sensory nerve of the clitoris (Mayo Clinic, Masculinizing Surgery, 2022).

h. Adverse Effects of GAT Surgeries on the Male

162. GAT surgeries for the male include removal of the testicles alone to permanently lower testosterone levels. This is by nature a sterilizing procedure. Further surgeries may be done in an attempt to create a pseudo-vagina which is called vaginoplasty. In this procedure, the penis is surgically opened and the erectile tissue is removed. The skin is then closed and inverted into a newly created cavity in order to simulate a vagina. A dilator must be placed in the new cavity for some time so that it does not naturally close.

163. Potential surgical complications may include urethral strictures, infection, prolapse, fistulas, and injury to the sensory nerves with partial or complete loss of erotic sensation (Mayo Clinic, Feminizing Surgery, 2022).

C. Life Threatening Physical Medical Conditions Versus Suicidal Ideation

164. *According to both Dr. Ettner and Dr. Karasic, the denial of gender affirmative care to transgender people results in the prolonging of their gender dysphoria, and causes*

1 *additional distress and other health risks, such as depression, posttraumatic stress disorder,*
 2 *and suicidality.* Karasic Report, ¶ 57; Ettner Report, ¶ 65-66.

3 165. It is important to contextualize gender dysphoria and the need to balance the
 4 potential advantages and disadvantages of GAT.

5 166. Any child or adolescent who has suicidal ideation or has attempted suicide should
 6 receive immediate, appropriate psychiatric care. Psychologists and psychiatrists are trained in
 7 the recognition and treatment of suicidal ideation and prevention of suicide.

8 167. A child or adolescent with gender dysphoria who also has suicidal ideation should
 9 not be treated any differently. They require compassionate care and a full psychological
 10 evaluation of comorbidities such as depression, anxiety, and self-harming behaviors.

11 168. However, suicidal ideation or attempts are categorically different than other life-
 12 threatening situations, such as a rapidly expanding brain tumor or a severe infection. In these
 13 situations, a medication or a surgery is used to stop the progression of an organic physical
 14 condition. In contrast, the danger to the self with suicidal ideation relates to a condition of the
 15 mind.

16 169. Gender affirmative therapy does not treat any life-threatening physical condition.
 17 In fact, it creates a number of new medical conditions as described above. It is also not an
 18 appropriate treatment for suicidal ideation. Neither puberty blocking medications, nor
 19 testosterone, nor estrogen have been FDA approved for suicide prevention. Moreover, the
 20 hormone imbalances generated by the medications used in GAT may actually increase
 21 psychological conditions that lead to suicidal ideation and completed suicide.

22 **D. Informed Consent**

23 170. According to Dr. Karasic, *“[a]s part of the treatment process for gender*
 24 *dysphoria, patients provide informed consent to their care. In addition, a treating doctor will*
 25 *not offer gender-affirming medical treatments unless they have concluded after weighing the*
 26 *risks and benefits of care that treatment is appropriate. The risks and benefits of care are*
 27 *discussed with the transgender patient, who must assent.”* Karasic Report, ¶ 50.

171. Any person who is to take a medication, undergo a surgical procedure, or have a psychological intervention should understand the risks and benefits before proceeding. A discussion of these risks and benefits should be provided by medical professionals and then the person of sufficient intellectual capacity and maturity can consent to the treatment.

172. However, difficulties arise when a minor is involved in the process of medical decision-making. Their intellect, emotions, and judgment are not fully developed and they are not capable of fully appreciating permanent, life altering changes such as described above. Therefore, they cannot provide informed consent. Naturally, they may sometimes “assent” to a procedure or medication with a parent or guardian making the final decision.

173. With respect to GAT, in my opinion, it is not possible for the parent or guardian to make a true informed consent decision for the child because of the poor quality of evidence of benefit, the known risks of harm, and the many unknown long-term risks of harm which could only truly be known after years and decades of gender affirmative therapy. A parent or guardian cannot consent to dubious treatments which result in irreversible changes to their child’s body, infertility, sexual dysfunction, and in many cases eventual sterilization.

174. Because this age group is still undergoing brain development and they are immature with respect to intellect, emotion, judgment, and self-control, in my professional opinion there is a significant chance a young person may later regret the irreversible bodily changes that result from hormones or from removing an organ or organs that will no longer function and cannot be replaced.

175. Adolescents are more prone to high-risk behavior and less likely to fathom the risks and consequences of these decisions (Steinberg, 2008).

E. Assessment of the Patient with Gender Dysphoria

176. According to Dr. Ettner, *“[o]nce a diagnosis of gender dysphoria is established, individualized treatment should be initiated. Without treatment, individuals with gender dysphoria experience anxiety, depression, suicidality, and other attendant mental health issues*

1 *and are often unable to adequately function in occupational, social, or other areas of life.”*

2 Ettner Report, ¶ 32.

3 177. Unfortunately, too often there is a rush to GAT before essential criteria are applied
4 to determine a course of treatment based on a complete understanding of the patient’s diagnosis
5 and needs. In light of the very serious medical concerns and potential harms of gender
6 affirmative therapy, there are several criteria that are important to fulfill before applying the GAT
7 model to a patient:

- 8 • Patients should be evaluated to determine if they will follow the natural pattern of
9 desistance which 50 to 98% of pediatric age children will follow.
- 10 • Patients, parents, and guardians should be made aware of other options for treatment of
11 gender dysphoria including active psychosocial treatment or watching and waiting with
12 support in order to accommodate natural desistance.
- 13 • The patient should be provided an assessment by a qualified psychologist or psychiatrist
14 who does not follow the WPATH GAT model. If underlying psychological conditions are
15 diagnosed then these should be adequately evaluated and treated before proceeding to
16 hormones and surgery.
- 17 • If a medicalized approach with hormones such as testosterone or medications to stop
18 menstruation is being considered then a clear description of the risks and benefits needs to
19 be conveyed to the minor and the parent or guardian. It needs to be verified that they fully
20 understand these risks.
- 21 • If surgical procedures such as mastectomy, hysterectomy, ovariectomy, orchiectomy, or
22 vaginoplasty are being considered then clear descriptions of the risks and benefits need to
23 be conveyed to the minor and the parent or guardian.

24 178. However, even if a minor and their parents or guardian are made fully aware of
25 the risks and benefits of hormones and surgeries, in my opinion, the minor does not have adequate
26 maturity and judgment to make permanent changes to their body that may result in
27

1 infertility/sterility and the permanent loss of organs such as breasts whose functions will not be
2 fully utilized (such as breastfeeding) until adulthood.

3 **F. C.P.'s Medical Care**

4 179. According to Dr. Ettner, *“with the support of parents and extended family, C.P.*
5 *was able obtain the medically necessary care he required, thereby avoiding the negative*
6 *sequelae of female puberty and attendant menses and unwanted secondary sex*
7 *characteristics.”* Ettner Report, ¶ 77. According to Dr. Karasic, *“the 2019 BlueCross*
8 *BlueShield Medical Policies Gender Reassignment Surgery and Related Services for Children*
9 *and Adolescents . . . states that puberty-suppressing hormones or masculinizing hormones, as*
10 *well as chest surgery for transmasculine individuals, may be considered medically necessary,”*
11 *and in his opinion, “[t]hese treatments were medically necessary for C.P.”* Karasic Report at
12 ¶ 76.

13 180. In my professional opinion, it is not possible to make a single, categorical
14 statement about the proper treatment of minors presenting with gender dysphoria. A provider
15 cannot reasonably opine on the proper treatment of a particular minor presenting with gender
16 dysphoria unless he or she has had more than one working sessions with the minor and has taken
17 a thorough developmental history of the minor's gender-related issues before attempting to
18 decide on a course of therapy for that individual.

19 181. For these reasons, in my professional opinion, an irreversible chest reconstruction
20 surgery should not have been performed on minor C.P. Based on the studies and research cited
21 above, in my professional opinion there is insufficient quality of evidence at this time
22 demonstrating the benefit of bilateral mastectomy with chest wall recontouring surgery on
23 individuals diagnosed with gender dysphoria in any age group. For those under 21, there is an
24 additional reason to avoid irreversible procedures: there are no laboratory, imaging, or other
25 objective tests to predict whether a young person with gender dysphoria will outgrow this
26 condition. Because this age group is still undergoing brain development and as such, they are
27 immature with respect to intellect, emotion, judgment, and self-control, in my professional

1 opinion this means there is a significant chance that a young person may later regret removing
 2 an organ that cannot be replaced. Thus, in my professional opinion, it is never appropriate to
 3 provide bilateral mastectomy with chest wall recontouring surgery on individuals diagnosed with
 4 gender dysphoria, particularly those under the age of 21. In my opinion, a substantial percentage
 5 of physicians would agree. The following summarizes my specific concerns.

6 182. None of the reports offered by Plaintiffs' experts address whether any of the steps
 7 I have identified above were undertaken before a course of GAT was started. There is no mention
 8 of any psychiatric evaluation. *See* Ettner Report, ¶ 77; Karasic Report at ¶¶ 66-77.

9 183. Based on the declarations, depositions, and medical records I reviewed, there is
 10 insufficient evidence to establish that C.P.'s psychiatric issues have been thoroughly evaluated
 11 and adequately treated by a qualified psychiatrist or clinical psychologist.

12 184. Depression, if not properly treated before surgery, may result in an increase in
 13 morbidity and mortality post-surgery: "Several studies reported increased rate of postoperative
 14 infections in patients suffering from depression." With respect to depression treatment for
 15 patients before major surgery, where it is "[n]on-alleviated, it may predict increased morbidity
 16 and mortality after the operation. It may be associated with greater postoperative pain, higher
 17 incidence of postoperative infections, progression of malignant tumors, poor health-related
 18 quality of life as well as other complications." Ghoneim & O'Hara, "Depression and
 19 Postoperative complications: an overview," *BMC Surg.* 2016; 16:5 (Feb. 2, 2016).

20 **Medical course and complications**

21 185. All three expert reports refer to Endocrine Society's 2017 guidelines (ESG) as an
 22 exemplary model for gender affirmative therapy. **"A clinical practice guideline from the**
 23 **Endocrine Society (the Endocrine Society Guideline) provides similar protocols for the**
 24 **medically necessary treatment of gender dysphoria. (Hembree et al., 2017)."** Karasic
 25 Expert Report ¶ 27. **"The Endocrine Society—the leading professional organization devoted**
 26 **to research on hormones and the clinical practice of endocrinology—has also issued clinical**
 27

1 **guidelines for the treatment of transgender individuals.”** Schechter Expert Report, ¶ 26. Dr.
2 Ettner also references the same guidelines. Ettner Expert Report 2022, ¶ 34.

3 186. However, Dr. Hatfield’s consult and progress notes from the medical records
4 provided do not refer to the Endocrine Society’s guidelines at all. He notes that he had been a
5 member of WPATH and does refer to a “standard of care”—apparently WPATH’s—in several
6 places in his deposition (Hatfield Deposition, p. 20, 54, 57). However, there is no reference to
7 the Endocrine Society’s 2009 or 2017 guidelines.

8 187. This is very unfortunate because the 2017 ESG emphasize the critical importance
9 of a mental health evaluation, particularly for children and adolescents: “Because of the
10 psychological vulnerability of many individuals with GD/gender incongruence, it is important
11 that mental health care is available before, during, and sometimes also after transitioning. For
12 children and adolescents, a mental health provided (“MHP”) who has training/experience in child
13 and adolescent gender development (as well as child and adolescent psychopathology) should
14 make the diagnosis, because assessing GD/gender incongruence in children and adolescents is
15 often extremely complex.” (Hembree et al., 2017)

16 188. Indeed, the 2009 ESG guidelines (which were available when Dr. Hatfield first
17 started C.P. on puberty blockers) specifically state that a qualified mental health professional
18 (MHP) should make the diagnosis of gender dysphoria (at that time referred to as gender identity
19 disorder, or GID): “Because GID may be accompanied with psychological or psychiatric
20 problems, it is necessary that the clinician making the GID diagnosis be able 1) to make a
21 distinction between GID and conditions that have similar features; 2) to diagnose accurately
22 psychiatric conditions; and 3) to undertake appropriate treatment thereof. Therefore, the SOC
23 guidelines of the WPATH recommend that the diagnosis be made by an MHP. For children and
24 adolescents, the MHP should also have training in child and adolescent developmental
25 psychopathology” (Hembree et al., 2009). Note that the ESG refers directly to WPATH’s
26 guidelines recommending that “the diagnosis be made by a MHP” and also that “the MHP should
27 also have training in child and adolescent developmental psychopathology.”

1 189. From the available records, there is no evidence that Dr. Hatfield consulted with
2 a qualified psychiatrist or psychologist prior to initiating puberty blocking medications or
3 testosterone. Although Dr. Hatfield's initial note of 9/27/16 states, "Ongoing recommendations
4 for continued counseling strongly reinforced today," there is no evidence that C.P. was being
5 seen by a qualified psychiatrist or psychologist.

6 190. With regards to future fertility, the guideline states, "We recommend that all
7 transsexual individuals be informed and counseled regarding options for fertility prior to
8 initiation of puberty suppression in adolescents and prior to treatment with sex hormones of the
9 desired sex in both adolescents and adults" (*Id.*) However, in the medical records, prior to
10 initiating puberty-blocking medication, there is only a single reference to a discussion of fertility
11 during the patient's initial visit. It is unclear what a child of age 11 would be able to comprehend
12 during this single first visit with respect to the complex issues of attempting to preserve fertility
13 and had not yet undergone puberty.

14 191. Regarding follow up after initiating blocking of normal pubertal development, the
15 ESG state: "[T]his protocol [of suppression of pubertal development] requires a MHP skilled in
16 child and adolescent psychology to evaluate the response of the adolescent with GID after
17 pubertal suppression" (*Id.*, p 3140). There is no evidence in the medical records that a qualified
18 MHP evaluated C.P. after pubertal suppression was initiated and continued.

19 192. The ESG very explicitly state that puberty blocking medications should not be
20 started before puberty has begun (Tanner stage 2): "We recommend that suppression of pubertal
21 hormones start when girls and boys first exhibit physical changes of puberty, but no earlier than
22 Tanner stages 2–3." *Id.* at 3133.

23 193. This is consistent also with WPATH's recommendation: "Adolescents may be
24 eligible for puberty suppressing hormones as soon as pubertal changes have begun. In order for
25 adolescents and their parents to make an informed decision about pubertal delay, it is
26 recommended that adolescents experience the onset of puberty to at least Tanner Stage 2."
27 (WPATH SOC, 2011, p. 18).

1 194. The Tanner stage of pubertal development is assessed by physical exam of the
2 body. A description of the physical findings would be found in the physical exam description of
3 the clinical notes. For the female this would involve a description of the breasts and genitalia.
4 From these findings an assessment of the Tanner stage is made. For example, a Tanner stage 2
5 description would describe “breast buds palpable beneath the areola” (Emmanuel and Boker,
6 2022).

7 195. However, in the initial consult visit, Dr. Hatfield did not describe the breasts at
8 all, nor a description of the genitals. He jumped to an assessment which states: “Phenotype
9 Tanner 2.” Therefore, it is not clearly stated to what degree the C.P. had breast development, if
10 at all, at that time, because there is no physical exam description. However, on a subsequent visit
11 dated 05/22/17, the physical exam states “no breast budding noted,” which would indicate that
12 there had been no breast development at all up to that point. This is consistent with Tanner 1
13 staging, which is prepubertal. Therefore, it appears that Dr. Hatfield had begun pubertal
14 suppression at Tanner stage 1, which was not advised by either the ESG or even the WPATH’s
15 SOC.

16 **Testosterone**

17 196. As for starting hormones of the opposite sex, the ESG also have a number of
18 criteria to be fulfilled. The first is that a qualified MHP has confirmed (a) “the persistence of
19 gender dysphoria”; (b) that “any coexisting psychological, medical, or social problems that could
20 interfere with treatment ... have been addressed, such that the adolescent’s situation and
21 functioning are stable enough to start sex hormone treatment”; (c) “the adolescent has sufficient
22 mental capacity (which most adolescents have by age 16 years) to estimate the consequences of
23 this (partly) irreversible treatment, weigh the benefits and risks, and give informed consent to
24 this (partly) irreversible treatment” (Hembree et al., 2017). The medical records do not show
25 that C.P. had seen a qualified MHP who had ensured that any of these criteria were met prior to
26 initiating testosterone treatment.

197. The ESG also recommend that “a pediatric endocrinologist or other clinician experienced in pubertal induction: agrees with the indication for sex hormone treatment, has confirmed that there are no medical contraindications to sex hormone treatment” (*Id.*) This does not appear to have happened either.

Absence of a proper diagnosis of gender dysphoria

198. Gender dysphoria was not diagnosed by a MHP and was also not entered into the medical record as a diagnosis by Dr. Hatfield in his initial consult. Instead, the consult visit of 9/27/16 states “No diagnosis found” in the assessment section. The 5/22/17 visit has a diagnosis of “Hormone deficiency - Testosterone?” It is not clear on what basis he has diagnosed a testosterone deficiency. The diagnosis in the assessment of 02/28/18 is “Hormone deficiency.”

199. It seems that the only time that Dr. Hatfield has used the diagnosis of gender dysphoria is in conjunction with procedures requiring approval for coverage such as the Vantas implant. In Dr. Hatfield's deposition he states: “We simply include the code of gender dysphoria on the . . . prior authorization request and that is actually what allows it to be covered” (Hatfield Depo, p. 32).

200. Therefore, the procedure note for the Vantas implant on 11/18/16 has the diagnosis of gender dysphoria, but the preceding and following progress notes do not. Also, Dr. Hatfield’s letter for surgery on 05/29/19 states that there has been a “long-standing medical diagnosis of gender dysphoria/transgender identity (F64.0)”;

however, the preceding date of service 02/18/19, and date of service following the letter 07/11/19, do not have gender dysphoria as a diagnosis in the assessment and plan.

Estradiol promotes breast tissue growth

201. On 6/9/18, Dr. Hatfield prescribed estradiol “to improve bone growth.” But what is significant for C.P. is that estradiol will cause breast tissue growth. Testosterone can also cause breast tissue growth by conversion to estrogen. There is no further record of a breast exam by Dr. Hatfield leading up to the time of his 05/29/19 letter to the surgeon Dr. Kylo. Given that

1 the patient was receiving estrogen and testosterone, it would have been important to monitor
2 development of the patient's chest and breast development.

3 202. As noted previously, Dr. Hatfield's 05/22/17 physical exam of C.P. states "no
4 breast budding noted" indicating there had been no breast development. But by the time C.P. had
5 seen the surgeon Dr. Kylo for consult on 04/30/2019, Dr. Kylo's physical exam describes:
6 "Very small breasts with minimal development." In my opinion, Dr. Hatfield's prescription of
7 estradiol in addition to testosterone led C.P. to progress from having no breast budding at all to
8 small minimally, developed breasts.

9 **Major discrepancy in breast size description**

10 203. On 5/29/19, Dr. Hatfield wrote a letter to Dr. Kylo regarding C.P. In the letter,
11 Dr. Hatfield describes a "severe case of gynecomastia" and "extremely large
12 breasts/gynecomastia." Again, in contrast to Dr. Hatfield's description, Dr. Kylo in his initial
13 consult note describes "[v]ery small breasts with minimal development."

14 204. It appears to me that Dr. Hatfield grossly exaggerated the size of the patient's
15 breasts. Further supporting evidence for this is found in the pathology report of 12/19/19
16 (Pritchard POL, 56). The right breast tissue was described as "8 x 4 x 2 cm" which equates to a
17 volume of 64 cubic cm (64 ml). The left breast tissue was described as "9.5 x 5 x 2 cm which
18 equates to a volume of 95 cubic cm (95 ml)".

19 205. However, the average volume of breast tissue after mastectomy has been shown
20 to be 623.5 ml with a range of 150-1490 ml (Kayar et al., 2011). Therefore, C.P.'s breast size
21 has been confirmed by pathology exam to be very considerably below average and even below
22 the lowest reference range for adult females, which contradicts Dr. Hatfield's description.

23 **Informed Consent**

24 206. Dr. Hatfield has been a member of WPATH and follows the WPATH model.
25 According to WPATH, before initiating medical treatment it is important that "[t]he adolescent
26 has given informed consent and, particularly when the adolescent has not reached the age of
27 medical consent, the parents or other caretakers or guardians have consented to the treatment and

1 are involved in supporting the adolescent throughout the treatment process.” SOC WPATH p
2 25.

3 207. As to informed consent for puberty blockers, there is no signed documentation
4 regarding benefits, adverse effects or alternatives, and so it is not clear as to exactly what C.P.
5 and parents were informed of regarding the numerous side effects of PB. There also does not
6 appear to be any alternative presented to C.P. such as watching and waiting with support to see
7 if the patient desists or active psychotherapy with a non-biased, non-WPATH psychologist or
8 psychiatrist.

9 208. With respect to testosterone, the ESG state that it is essential that “the adolescent
10 has sufficient mental capacity (which most adolescents have by age 16 years) to estimate the
11 consequences of this (partly) irreversible treatment, weigh the benefits and risks, and give
12 informed consent to this (partly) irreversible treatment” (Hembree et al., 2017).

13 209. There is no indication that C.P. had been assessed by a qualified MHP to assess
14 for sufficient mental capacity to estimate the consequences and weigh the benefits and risks of
15 testosterone.

16 210. The patient’s mother signed the testosterone consent form on 2/28/18, two days
17 after the patient turned 13. Although Mrs. Pritchard initialed next to the statement “My medical
18 provider has discussed my questions and concerns with me” and signed that day, the provider’s
19 signature is dated 18 days later, and calls into question the provider’s availability to answer any
20 questions and concerns on 2/28/18.

21 211. The ESG also recommends that the adolescent “has been informed of the
22 (irreversible) effects and side effects of treatment (including potential loss of fertility and options
23 to preserve fertility)” (Hembree et al., 2017, p. 3878).

24 212. The consent form for testosterone from The Polyclinic states under risks and side
25 effects: “Possible loss of fertility; you may not be able to get pregnant after being on testosterone
26 therapy for some time; how long this might take to be a permanent effect is unknown. Some
27 persons choose to harvest and bank eggs before starting on testosterone therapy” (Pritchard POL,

1 117). It goes to say that “[o]ther effects of testosterone on the ovaries and on developing eggs
2 are not fully known.” *Id.*

3 213. Infertility or permanent sterilization are drastic long-term consequences that are
4 difficult for a person just turning 13 to comprehend. C.P. had not had enough time and maturity
5 to grasp this complication. Thirteen-year-old girls are generally not thinking about their future
6 family planning as they are still children themselves under the care of another. It is known that
7 fertility preservation is very low in this age group, being less than 5%. It would also be difficult
8 to understand the complex, physically and emotionally difficult procedure of egg preservation.
9 Also, because C.P. appeared to have been pre-pubertal at the initiation of puberty blockers, C.P.
10 by definition had immature eggs which would require advanced and expensive fertility
11 techniques of uncertain outcome for ovum preservation (Laidlaw, Cretella, et al., 2019 AJOB).

12 214. With respect to cardiovascular disease, the consent form states: “Possible changes
13 in cholesterol, higher blood pressure and other changes to the body that might lead to an increased
14 risk of cardiovascular disease (heart attacks, strokes and blockages in the arteries” (Pritchard
15 POL, 117). These risks are important as they were amplified in C.P.’s cases by combining
16 testosterone with estrogen and by an increase in C.P.’s red blood cell count which will be
17 discussed further below.

18 215. Other portions of the consent form point to the still experimental nature of using
19 high dose testosterone on young females. For example, “all of the long-term consequences and
20 effects of hormone therapy may not be fully understood.” *Id.* “The effects of hormones on the
21 brain are not fully understood” *Id.* “Some trans men, after being on testosterone for a number of
22 months, may develop pelvic pain; often this will go away after some time, but it may persist; the
23 cause of this is not known.” *Id.*

24 216. There is no discussion of alternatives such as watching and waiting to follow a
25 natural course of desistance or active psychotherapy to help with potential mental health issues
26 such as ADHD or family or school issues that may be affecting C.P.’s mental health. There is a
27 statement, “Hormone therapy is not the only way that a person may appear more masculine and

live as a male, your medical provider and/or a mental health provide can help you think about these other options.” *Id.* at 118. However, there is no discussion of what these other options are.

217. The consent form states that “[t]he effect on the risk of breast, uterine and ovarian cancer is not any higher than the background occurrence for people with these body organs.” *Id.* at 117. However, the ESG state that the patient should be prepared for a potential total hysterectomy for cancer prevention: “Although there is limited evidence for increased risk of reproductive tract cancers in transgender males, health care providers should determine the medical necessity of a laparoscopic total hysterectomy as part of a gender affirming surgery to prevent reproductive tract cancer,” including ovariectomy “after the completion of hormone transition” (Hembree et al., 2017, p. 3892, 3890).

218. This drastic, sterilizing procedure for a young person is not mentioned in the consent form. This is particularly concerning given the fact that Dr. Hatfield commented in his progress note that C.P.’s “mom has a strong history of ovarian cancer on her side of the family . . . His mom is wondering if there is anything [C.P.] needs to do for testing/prevention” (Pritchard POL, 15). The ESG adds that “Studies have reported cases of ovarian cancer” (Hembree, 2017). But no particular guidance from Dr. Hatfield regarding these serious issues are found in the medical record.

Mastectomy

219. In contrast to the many criteria listed prior to initiating PB or opposite sex hormones in the ESG, there is little guidance and no evidence presented as to the benefits of mastectomy specifically for the minor.

220. However, analogously, the ESG advise that before initiating testosterone for the minor, it is necessary that “a multidisciplinary team of medical and MHPs has confirmed the persistence of GD/gender incongruence and sufficient mental capacity to give informed consent.” It follows that for something as permanently altering as surgical removal of organs, such as the

1 breasts, a patient should be seen by a psychiatrist or psychologist to assess for “sufficient mental
2 capacity to give informed consent.”

3 221. This did not happen here. Instead, C.P. saw Sharon Booker who is a licensed
4 mental health counselor for a one-hour evaluation and who produced an assessment letter dated
5 07/24/19 (Pritchard CFT, 3-4). There is no mention in the letter that C.P. had sufficient mental
6 capacity to provide informed consent. There is also no discussion of the fact that C.P. was 14
7 and had not reached the age of majority.

8 222. In Dr. Schechter’s declaration, he states that “[f]or individuals seeking male chest
9 reconstruction, the criteria are: The patient has the capacity to make fully informed decisions and
10 to consent for treatment.” (Schechter depo, p. 11). Again, from the records it does not appear that
11 C.P. had an adequate assessment by a qualified psychiatrist or psychologist prior to signing a
12 consent form for the mastectomy procedure.

13 223. C.P. was only 14 years old when C.P. signed the consent form for a bilateral
14 mastectomy surgery on 12/10/19 (Pritchard POL, 139). Nolle Pritchard signed as a witness. The
15 surgeon, Dr. Kylo, did not sign the form. It is not clear to what degree he was involved (if at
16 all) in the informed consent process. As part of the consent for surgery there is a listing of
17 “Surgical Risks and Advisories.” There is no listing of the complication that the patient would
18 be unable to breastfeed. Nor is there evidence of a discussion with the patient by the involved
19 clinicians of this problem, nor could C.P. have had sufficient capacity at that age to fully
20 appreciate the future ramifications of such a complication.

21 **Difficulty in assessing C.P.’s complete hormonal and medical condition given**
22 **absence of labwork provided in the record**

23 224. Although Dr. Hatfield’s medical records refer to labwork on multiple occasions,
24 these have not been provided and therefore cannot be assessed.

25 225. The following are quotes from the medical record by visit date and for which
26 corresponding labwork was not provided as part of the record:

- 27 • 09/27/16 “Baseline blood work ... have been discussed and ordered today.”

- 1 • 11/08/16 “First blood work to be repeated in 6 months. This checks the efficacy of the
- 2 implant.”
- 3 • 05/22/17 “Return to clinic sometime in the Fall (Oct 31-Jan 1) for repeat blood work.”
- 4 • 02/28/18 “Please have blood work done in 3 to 3.5 months (early June).”
- 5 • 06/09/18 “Please call the family and inform the testosterone values very good at 76.
- 6 • 08/14/18 “return around November 2018 for his next set of blood work.”
- 7 • 02/18/19 “We will send you the results of your labs from today. - We may increase your
- 8 dose based on these results.”
- 9 • 07/11/19 “I will contact you with your lab results from today.”

10 226. The absence of laboratory records makes assessing C.P.’s complete hormonal and
11 medical condition difficult.

12 **Side effects of puberty blocking medication**

13 227. In my opinion, the patient developed side effects of puberty blocking medication
14 as evidenced in Dr. Hatfield’s medical records. “He is getting headaches almost every day and
15 this is new since the hormone blocker was placed.” DOS 02/28/18. “His mother notes he is a
16 lot less active than he was when he was younger. She is wondering if this is related to low
17 hormone levels.” DOS 02/28/18. The Vantas implant labeling describes both headaches and
18 fatigue as side effects (Vantas implant labeling, table 1). Rather than stopping puberty blockers
19 because of headaches and fatigue, C.P. was given a prescription for testosterone cream.

20 **Side effects of estrogen and the conversion of testosterone to estrogen**

21 228. Another side effect of estrogen is vaginal spotting which is found as a diagnosis
22 in the consult note of Dr. Kylo on 4/30/19. This indicates development of the endometrial lining
23 of the uterus. Typically, this would be prevented by the addition of progesterone. The
24 administration of progesterone is also important for the long term prevention of endometrial
25 cancer. Dr. Hatfield does not appear to have prescribed progesterone at any time.

26 229. Testosterone was prescribed to be taken simultaneously with the estradiol
27 medication. As an endocrinologist I am concerned that both hormonal medications were being

1 used off label and in combination. This combined use has not been studied to my knowledge
2 and would be considered high risk. As discussed previously, warnings for both estradiol and
3 testosterone included thrombosis (blood clots which may be deadly such as clots of the lungs).

4 **Chronic high dose testosterone**

5 230. The progress notes indicate the initiation of a testosterone cream, later followed
6 by testosterone injections. Again, the Endocrine Society Guidelines provide no evidence for why
7 any particular dose should be given to females. However, one can see from the limited labwork
8 provided that the dose was exceedingly high.

9 231. The normal reference range for testosterone for adult females depending on the
10 lab is about 10 to 50 ng/dL. For adolescents, the range is lower. On 12/16/20 C.P.'s testosterone
11 level was 227 ng/dL. A simple calculation shows that this was 4.5 to 23 times higher than an
12 adult female level. On 6/24/21, C.P.'s testosterone level was 443. This was approximately 9 to
13 44 times higher than an adult female level. This is evidence that C.P. had been receiving
14 chronically high levels of testosterone leading to hyperandrogenism. High testosterone levels
15 can result in erythrocytosis.

16 232. Erythrocytosis is a condition in which the blood contains abnormally high
17 amounts of red blood cells. This can be detected by doing blood tests of hematocrit.

18 233. "Current guidelines on the management of secondary erythrocytosis in trans men
19 on testosterone therapy refer to the guideline for testosterone-treated hypogonadal cis men and
20 consider hematocrit levels > 0.509 [50%] L/L as potentially dangerous, as it has a very high risk
21 of adverse outcome " (Madsen, 2021). This was written by a team in favor of transitioning and
22 in their estimation a hematocrit level above 50% is potentially dangerous. We have written a
23 response letter to this study in JCEM. In our letter we state that for females who identify as trans
24 males, physicians should use the normal female range of hematocrit as levels above the female
25 range have been shown to be an independent risk factor for heart disease and death due to heart
26 disease (Laidlaw et al, 2021).

1 234. For adult women, the normal hematocrit range is 35.5 to 44.9 percent. On
2 12/16/2020, the hematocrit level was elevated above the adult female reference range at 45.5 as
3 a result of very high dose testosterone. This is consistent with the development of erythrocytosis.

4 235. We can see from this that over time the patient had developed erythrocytosis,
5 meaning harmful high red blood cell levels due to chronic high dose testosterone. This exposes
6 C.P. to increased long-term cardiovascular risk and other possible unknown harms. This serious
7 problem does not appear to have been assessed or addressed adequately by Dr. Hatfield.

8 236. Erythrocytosis was not written as a diagnosis in any problem list. There is no
9 differential diagnosis to determine if there are other causes or factors such as breathing
10 difficulties could have contributed to this problem. There is no discussion of either stopping
11 testosterone injections or lowering the dose to help treat the condition. There are also no follow
12 up labs available to track this problem.

13 **Mental Health**

14 237. C.P. had undergone a psychological evaluation at age 16 years and 7 months by
15 the psychologist Steve Tutty, MA, PhD. This was after having been on puberty blockers followed
16 by high dose testosterone for nearly five years. C.P. has developed serious issues with anger as a
17 result of chronic high dose testosterone. “‘Sometimes I will be angry for no reason.’. . . This
18 agitation typically manifests in [C.P.] yelling at his mom and dad. ‘I also burst out on my
19 friends.’ [C.P.’s] mother stated they are ‘walking on eggshells at home.’” (PLA, 3066).

20 238. C.P.’s mood was assessed using the Beck Youth Inventories. Dr. Tutty states that
21 C.P.’s “endorsements resulted in a mildly elevated indication of anger problems.” However, this
22 is likely to be an underestimation of C.P.’s actual level of anger, because the diagnostic scales
23 are gendered, and Dr. Tutty refers to C.P. as a male rather than a natal female.

24 239. C.P. also experiences significant problems with inattention “with more inattention
25 related symptoms present than for 97 percent” of C.P.’s same aged peers (PLA, 3074). C.P. was
26 diagnosed by Dr. Tutty with attention deficit disorder.

240. Rather than seeing an improvement in the patient's mental health by gender affirmative therapy, it seems to be worsening. In my opinion, this is consistent with adverse psychological effects of puberty blockers followed by chronic high dose testosterone use.

Sterilization

241. C.P. started receiving puberty blockers before puberty had started. C.P.'s ovaries and eggs were by definition in an immature state. C.P. was later placed on high dose testosterone which has the effect of inhibiting the normal communication between the pituitary ovaries, thus "freezing" C.P.'s ovaries in an immature state. Additionally high dose testosterone has unknown, but likely cytotoxic effects on the immature ovaries.

242. There is a very high probability that C.P. has been or will be permanently sterilized by these treatments. The potential reasons are several. 1) The ovaries are locked in an immature state while C.P. takes testosterone; 2) the cytotoxic effects of testosterone on the ovaries; 3) the pituitary is inhibited from communicating with the ovaries from allowing for a normal menstrual cycle and release of an ovum; 4) and, as mentioned above, the ESG have a recommendation for a total abdominal hysterectomy for cancer prevention and ovariectomy after hormone transition which necessarily eliminates any chance of pregnancy (Hembree et al., 2017, p. 3890, p. 3892).

Abnormal sexual function

243. There is a high probability that C.P. will have permanent abnormal sexual function due to the fact that C.P.'s pelvic genitalia were not allowed to develop fully under the influence of the pituitary directing proper estrogenization of the genitalia. Furthermore, high dose testosterone leads to abnormal enlargement of the clitoris and also vaginal atrophy (Hembree et al., 2017).

V. Conclusion.

244. As explained above, there is ongoing debate and study in the medical community regarding gender affirmative treatment. The opinions of Plaintiffs' experts in this matter do not

1 represent the medical consensus. The medical community is divided on many issues related to
2 gender identity and the necessity or value of gender affirmative care.

3 245. The Plaintiffs' experts' opinions, which are substantively the same, do not
4 represent the diversity of opinions in the medical community, nor account for the fact-based
5 inquiry that must occur, in my opinion. Their opinions that the only acceptable path forward
6 that meets the standard of care is the approach endorsed by the WPATH is inconsistent with
7 scientific standards, and diverges from the standard of care for other medical treatments.

8 246. The implication is that if an employer excludes gender affirmative care from
9 coverage, it must be because the employer is prejudiced against transgender individuals is
10 therefore not correct.

11 247. C.P.'s case illustrates the recurring problem that quality of medical care received
12 by minors who undergo irreversible gender-affirming treatments results at least in part because
13 gender dysphoria treatments are so entangled with advocacy. Much of this advocacy comes
14 from WPATH, which not only attempts to do scientific work, but is also as an advocacy
15 organization, and these two objectives are not compatible.

16 248. Based on the materials I have reviewed and in my professional opinion, the
17 treatment of C.P. is indicative of these quality-of-care problems that I have observed.

18 I declare under penalty of perjury under the laws of the State of Washington that the
19 foregoing is true and correct to the best of my knowledge and belief.

20 August 3, 2022, at Brockway, CA.

21
22 By  M.D.
23 Michael K. Laidlaw, M.D.

CERTIFICATE OF SERVICE

I certify that on the date indicated below I caused a copy of the foregoing document,
EXPERT DECLARATION OF MICHAEL K. LAIDLAW, M.D. to be served on the following
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DATED this 4th day of August, 2022.

Kilpatrick, Townsend & Stockton LLP

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Counsel for Defendant Blue Cross and
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EXHIBIT L

The Honorable Robert J. Bryan

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

C. P., by and through his parents, Patricia
Pritchard and Nolle Pritchard; and
PATRICIA PRITCHARD,

Plaintiffs,

v.

BLUE CROSS BLUE SHIELD OF ILLINOIS,
Defendant.

NO. 3:20-cv-06145-RJB

**RESPONSES TO DEFENDANT BLUE
CROSS BLUE SHIELD OF ILLINOIS'
FIRST SET OF INTERROGATORIES
TO PLAINTIFFS**

Plaintiffs C.P., by and through his parents Patricia Pritchard and Nolle Pritchard, and Patricia Pritchard, in her individual capacity, and as proposed class representatives, answer the Interrogatories of Defendant BlueCross Blue Shield of Illinois ("BCBSIL") as follows:

PLAINTIFFS' GENERAL OBJECTIONS

In addition to the specific objections included in the answers to the individual interrogatories, Plaintiffs make the following general objections:

1. Plaintiffs object to each interrogatory to the extent they impose a greater duty and burden on the plaintiff to respond than required by the Federal Rules of Civil Procedures or applicable local rule.

1 2. Plaintiffs object to each Interrogatory to the extent that it seeks information
2 that is outside the scope of discovery under Rule 26(b)(1) of the Federal Rules of Civil
3 Procedure, either because it is not relevant to any pending claims or defenses or because
4 it is not proportional to the needs and specific circumstances of the case or reasonably
5 calculated to lead to the discovery of admissible evidence.

6 3. Plaintiffs object to each interrogatory to the extent they call for disclosure
7 or production of information that is protected by the attorney-client and/or work
8 product privilege. In all instances, Plaintiffs intend to preserve the claim of attorney-
9 client privilege, work product immunity or any other applicable privilege or immunity
10 to the fullest extent it is applicable. Nothing contained in these answers is intended as,
11 or in any way shall be deemed, a waiver of any such available privilege or immunity.
12 Plaintiffs do not intend to produce any information in an answer to an interrogatory that
13 is subject to a claim of attorney-client privilege, work product immunity or any other
14 applicable privilege or immunity, and any such production shall not be construed as a
15 waiver of any applicable privilege.

16 4. Plaintiffs object to each Interrogatory to the extent it seeks information that
17 is equally available to Defendant BCBSIL, or is otherwise in the public domain.

18 5. Plaintiffs object to each Interrogatory to the extent that it is overly broad or
19 unduly burdensome.

20 6. Plaintiffs object to each Interrogatory to the extent that it is ambiguous or
21 vague, and reserve the right to assert additional objections whenever ambiguity or
22 vagueness in the Interrogatories is subsequently resolved in previously unanticipated
23 ways.

24 7. Plaintiffs object to the interrogatories to the extent they subject Plaintiff to
25 annoyance, embarrassment, oppression, undue burden, or expense.

8. Plaintiffs object to any and all discovery requests to the extent they seek information that constitutes an unwarranted invasion of affected person's or non-party's constitutional, statutory, or common law rights of privacy and confidentiality.

9. Plaintiffs object to the interrogatories to the extent they are speculative, lack foundation, or improperly assume the existence of facts not in evidence.

10. Plaintiffs' responses are based upon a reasonable and good faith investigation and review of documents in the possession of plaintiff. Discovery is ongoing, and Plaintiffs reserve the right to supplement their responses as additional responsive discoverable information is received or recognized.

11. Plaintiffs' responses to the interrogatories shall not be construed in any way as an admission that any definition provided by Defendant is either factually correct or legally binding upon Plaintiffs, or as a waiver of any of Plaintiffs' objections, including but not limited to objections regarding discoverability and admissibility of documents or other evidence.

12. Plaintiff incorporates by reference the foregoing objections into each and every specific answer contained herein. None of these general objections are waived by reason of any specific answer given below. To the extent Plaintiffs answer an interrogatory to which Plaintiffs object, such objections are not waived by the providing of such information.

PLAINTIFFS' ANSWERS

INTERROGATORY NO. 1: Identify each individual who provided information for, or otherwise assisted in formulating, the responses to these Interrogatories. For each such individual, describe the information he or she provided and how he or she assisted in formulating the responses.

RESPONSE: Objection, calls for attorney-client privileged and work product information. Without waiver of and subject to the foregoing Specific and General

1 Objections, Plaintiffs respond that Patricia Pritchard and Nolle Pritchard provided all of
2 the information for the responses.

3 **INTERROGATORY NO. 2:** Identify each Person who has first-hand knowledge
4 of any of Your factual allegations, claims, or defenses. For each such Person, describe
5 with particularity the substance of the knowledge or information You believe is known
6 by that Person.

7 **RESPONSE:** Plaintiffs object to this Interrogatory on the grounds that the term
8 “first-hand” is vague and ambiguous, potentially overbroad, and calls for information
9 that is protected by the attorney-client and/or work product privilege. The Interrogatory
10 is also overbroad in its request for individuals with first-hand knowledge of “any of
11 [Plaintiffs’] factual allegations, claims or defense,” forming a response to which would
12 be unduly burdensome. Without waiver of and subject to the foregoing Specific and
13 General Objections, Plaintiffs disclose that the following individuals have personal
14 knowledge of facts supporting Plaintiffs’ claims or defenses:

15 (a) Dr. Kevin Hatfield, Polyclinic, 509 Olive Way, Ste. 900, Seattle, WA 98101,
16 206-329-1760;

17 (b) Dr. Jeffrey Kylo, Polyclinic, 1229 Madison St., Ste. 1600, Seattle, WA 98104,
18 206-329-1760;

19 (c) Dr. Eduardo Garza, last known address, Northwest Washington Family
20 Medicine Residency, 4207 Kitsap Way, Bremerton, WA 98312, 360-415-1080. Dr. Garza
21 no longer works at this provider organization or clinic, but Plaintiffs do not have his
22 current contact information.

23 (d) Dr. Niran Al-Agba, Silverdale Pediatrics, 9910 Levin Rd., NW, Ste. 200,
24 Silverdale, WA, 360-692-8588.

25 (e) Sharon Booker, LMHC, Center for Child and Family Therapy, 7500 Old
26 Military Rd. NE, Bremerton, WA, 98311, 360-698-9258.

1 (f) Jennifer Solheim, Patient Care Coordinator, the Polyclinic, Nordstrom
2 Tower – Plastic Surgery, 1229 Madison St., Suite 1600, Seattle, WA 98104, 206-341-3118.

3 (g) Telisa Drake, BCBSIL, c/o Kilpatrick Townsend & Stockton LLP, 1420 Fifth
4 Avenue, Suite 3700, Seattle, WA 98181, 206-467-9600.

5 (h) Adam Benedict, Catholic Health Initiatives, 3900 Olympic Boulevard, Suite
6 400, Erlanger, KY 40108.

7 (i) Vickie Lackman, Head of Human Resources, CHI Franciscan Health –
8 Harrison Medical Center, Vickie.Lackman@harrisonmedical.org.

9 Individuals in BCBSIL's customer service and appeals departments and at
10 Catholic Health Initiatives (including at the CHI HR Payroll Connection) with whom
11 Plaintiffs communicated may have personal knowledge of discoverable facts supporting
12 Plaintiffs' claims and defenses; some such individuals and their communications with
13 Plaintiffs are listed in Plaintiffs' response to Interrogatory 4. Additional staff in the offices
14 of the individuals listed in this Response may have personal knowledge of the facts
15 supporting Plaintiffs' claims and defenses. Discovery is ongoing, and Plaintiffs reserve
16 the right to supplement these responses as additional responsive discoverable
17 information is received or otherwise recognized.

18 **INTERROGATORY NO. 3:** Identify each medical doctor, nurse, medical
19 professional, medical clinic, mental health specialist, or other medical provider that You
20 have been treated by, consulted with, examined by, seen by, made an appointment with,
21 or discussed treatment options with between January 1, 2014 and the present, including
22 but not limited to the medical doctor that diagnosed You with gender dysphoria,
23 medical doctors with whom You have discussed treatment options for gender
24 dysphoria, medical doctors from whom You sought a second opinion, and medical
25 doctors who have treated You since Your treatment for gender dysphoria, primary care
26 physicians, mental health specialists, or any other specialist medical doctors; and for

1 each individual, identify his or her full name, current or last-known business address
 2 and telephone number, and current or last-known employment or business affiliation
 3 including full title.

4 **RESPONSE:** Plaintiffs object to this interrogatory on the grounds that it is
 5 oppressive, overbroad, and unduly burdensome, as this seeks medical information
 6 unrelated to gender dysphoria and the issues in dispute in this case. Plaintiffs further
 7 object to this interrogatory on the grounds that it seeks identification and disclosure of
 8 information that is irrelevant, immaterial, and not reasonably calculated to lead to the
 9 discovery of admissible evidence. Plaintiffs further object to this interrogatory as unduly
 10 invasive of his privacy. Without waiver of and subject to the foregoing Specific and
 11 General Objections, Plaintiffs respond as follows:

12 The health care providers listed in Plaintiffs' responses (a) – (e) to Interrogatory 2
 13 are incorporated here by reference. Additional staff in the offices of these providers may
 14 have personal knowledge of the facts supporting Plaintiffs' claims and defenses.
 15 Discovery is ongoing and these responses will be supplemented as additional responsive
 16 discoverable information is received or otherwise recognized.

17 **INTERROGATORY NO. 4:** Identify every occasion on which You contacted
 18 BCBSIL relating to Your gender dysphoria, treatment for Your gender dysphoria, or any
 19 of the health care claims which You contend are at issue in this action, including, but not
 20 limited to, the date of each such contact, the method of contact (e.g., by telephone, email,
 21 letter, or other method), the Person(s) who contacted BCBSIL, the person at BCBSIL with
 22 whom that Person or those Persons communicated, and the health care claim which was
 23 the subject of each such Communication.

24 **RESPONSE:** Plaintiffs object to this interrogatory to the extent that it calls for
 25 documents and information which are equally in Defendant BCBSIL's' possession and
 26 knowledge. Plaintiffs further object to this interrogatory as overbroad, unduly

1 burdensome, and duplicative to the extent it requests Plaintiffs to identify and describe
 2 documents that were or will be produced in response to the Defendants BCBSIL's
 3 requests for the production of documents. Subject to and without waiving the foregoing
 4 Specific and General Objections, Plaintiffs respond as follows:

5 Plaintiffs may not recall each and every contact with BCBSIL representatives. To
 6 the best of Plaintiffs' ability and recollection, the following contacts are responsive:

7 Phone Calls:

8 2/24/17 - Plaintiff Patricia Pritchard. called BCBSIL at 866-776-4244 and spoke
 9 with someone who identified themselves as Ira. Generally, when the Plaintiffs
 10 called the BCBSIL customer or appeals department or received a call from them,
 11 the persons with whom they spoke identified themselves only by a single name.
 When this occurred, the single name provided by the BCBSIL staff or agent is
 listed in the responses to this Interrogatory.

12 2/24/17 - Plaintiff Patricia Pritchard called BCBSIL at 866-776-4244 and spoke
 13 with Portia.

14 3/6/17 - Plaintiff Patricia Pritchard. Called BCBSIL at 866-776-4244 and spoke
 15 with Diane.

16 3/7/17 - Plaintiff Patricia Pritchard received a phone call from Tim with
 17 BCBSIL.

18 3/21/17 - Plaintiff Patricia Pritchard called BCBSIL at 866-776-4244 and spoke
 19 with Tim.

20 4/25/17 - Plaintiff Patricia Pritchard called BCBSIL at 866-776-4244 and spoke
 21 with Rodney.

22 5/3/17 - Plaintiff Patricia Pritchard called BCBSIL at 866-776-4244 and spoke
 23 with Amanda.

24 12/6/17 - Plaintiff Patricia Pritchard received a call from Kimberly, a team lead
 at BCBSIL appeals, who called from 630-328-7656.

25 1/10/18 - Plaintiff Patricia Pritchard received a call from Kimberly, a team lead
 26 at BCBSIL appeals, who called from 630-328-7656.

1 1/31/18 - Plaintiff Patricia Pritchard called BCBSIL appeals at 630-328-7656 and
2 left a message there.

3 2/12/18 - Plaintiff Patricia Pritchard called BCBSIL appeals at 630-328-7656 and
4 left a message there.

5 3/2/18 - Plaintiff Patricia Pritchard called BCBSIL appeals at 630-328-7656;
6 Plaintiff does not have the name of the person she spoke with there.

7 3/2/18 - Plaintiff Patricia Pritchard called BCBSIL customer service at 866-776-
8 4244 but does not have the name of the person with whom she spoke there.

9 3/3/18 - Plaintiff Patricia Pritchard called BCBSIL customer service at 866-776-
10 4244 and spoke with Quentin.

11 9/24/20 - Plaintiff Patricia Pritchard called BCBSIL at 866-776-4244 and spoke
12 with Shawna.

13 **Message Center messages:**

14 10/14/2020 - Plaintiff Patricia Pritchard sent a message to Health Care Service
15 Corporation (HCSC) through the BCBS of Illinois Member Message Center.

16 9/21/2020 - Plaintiff Patricia Pritchard sent a message to HCSC through the
17 BCBS of Illinois Member Message Center.

18 8/09/2019 - Plaintiff Patricia Pritchard sent a message to HCSC through the
19 BCBS of Illinois Member Message Center.

20 7/31/2019 - Plaintiff Patricia Pritchard sent a message to HCSC through the
21 BCBS of Illinois Member Message Center.

22 12/21/2018 - Plaintiff Patricia Pritchard sent a message to HCSC through the
23 BCBS of Illinois Member Message Center.

24 10/30/2018 - Plaintiff Patricia Pritchard sent a message to HCSC through the
25 BCBS of Illinois Member Message Center.

26 5/31/2018 - Plaintiff Patricia Pritchard sent a message to HCSC through the
BCBS of Illinois Member Message Center.

1 3/30/2018 - Plaintiff Patricia Pritchard sent a message to HCSC through the
2 BCBS of Illinois Member Message Center.

3 11/29/2017 - Plaintiff Patricia Pritchard sent a message to HCSC through the
4 BCBS of Illinois Member Message Center.

5 10/16/2017 - Plaintiff Patricia Pritchard sent a message to HCSC through the
6 BCBS of Illinois Member Message Center.

7 10/12/2017 - Plaintiff Patricia Pritchard sent a message to HCSC through the
8 BCBS of Illinois Member Message Center.

9 10/11/2017 - Plaintiff Patricia Pritchard sent a message to HCSC through the
10 BCBS of Illinois Member Message Center.

11 9/20/2017 - Plaintiff Patricia Pritchard sent a message to HCSC through the
12 BCBS of Illinois Member Message Center.

13 9/18/2017 - Plaintiff Patricia Pritchard sent a message to Health Care Service
14 Corporation (HCSC) through the BCBS of Illinois Member Message Center.

15 9/12/2017 - Plaintiff Patricia Pritchard sent a message to HCSC through the
16 BCBS of Illinois Member Message Center.

17 8/17/2017 - Plaintiff Patricia Pritchard sent a message to HCSC through the
18 BCBS of Illinois Member Message Center.

19 8/16/2017 - Plaintiff Patricia Pritchard sent two messages to HCSC through the
20 BCBS of Illinois Member Message Center.

21 5/11/2017 - Plaintiff Patricia Pritchard sent a message to HCSC through the
22 BCBS of Illinois Member Message Center.

23 5/10/2017 - Plaintiff Patricia Pritchard sent a message to HCSC through the
24 BCBS of Illinois Member Message Center.

25 5/09/2017 - Plaintiff Patricia Pritchard sent a message to HCSC through the
26 BCBS of Illinois Member Message Center.

5/04/2017 - Plaintiff Patricia Pritchard sent a message to HCSC through the
BCBS of Illinois Member Message Center.

1 5/03/2017- Plaintiff Patricia Pritchard sent a message to HCSC through the
2 BCBS of Illinois Member Message Center.

3 2/27/2017 - Plaintiff Patricia Pritchard sent a message to HCSC through the
4 BCBS of Illinois Member Message Center.

5 2/24/2017 - Plaintiff Patricia Pritchard sent a message to HCSC through the
6 BCBS of Illinois Member Message Center.

7 9/28/2016 - Plaintiff Patricia Pritchard sent a message to HCSC through the
8 BCBS of Illinois Member Message Center

9 9/26/2016 - Plaintiff Patricia Pritchard sent a message to HCSC through the
10 BCBS of Illinois Member Message Center.

11 Plaintiffs will produce copies of these messages.

12 **Email:**

13 5/04/2018 - Plaintiff Patricia Pritchard sent an email to the BCBSIL appeals
14 department at SDOAppeals@bcbsil.com.

15 5/03/2017 - Plaintiff Patricia Pritchard sent an email to the HCSC Civil Rights
16 Coordinator at civilrightscordinator@hcsc.net, responded to in a letter dated
17 May 16, 2017 by Rachael F., Correspondent Advocate, Blue Cross Blue Shield of
18 IL.

19 **Letters/Forms:**

20 12/02/2019 - Plaintiffs' Counsel Eleanor Hamburger sent a letter to the Claims
21 Review Section, Blue Cross Blue Shield of Illinois, P.O. Box 2401, Chicago, IL
22 60690. See Dkt. 38-13, Amended Complaint. The letter had 29 attached exhibits.

23 8/02/2019 - Jeffrey Kylo, M.D. submitted a filled-out BlueCross BlueShield of
24 Illinois Predetermination Request Form - Medical and Surgical to BCBSIL. It
25 appears that the document was faxed from the Polyclinic. The filled-out form
26 appears to have been submitted with several attachments.

5/25/2017 - Plaintiff Patricia Pritchard sent a letter to Blue Cross Blue Shield of
Illinois, Claim Review Section, P.W. Box 2401, Chicago, IL 60690 (see Dkt. 38-4,
Amended Complaint at 245); the letter included several supporting attachments.

5/11/2018 – Plaintiff Patricia Pritchard sent a filled out BCBSIL “Request to Access Protected Health Information (PHI) form dated May 11, 2018, to BCBSIL, P.O. Box 805106, Chicago, IL 60680. The form had attachments including a letter from Plaintiffs Nolle and Patricia Pritchard addressed to BlueCross and BlueShield of Illinois dated May 10, 2017.

9/30/2016 – Kevin Hatfield, M.D. submitted a filled-out BlueCross BlueShield of Illinois Predetermination Request Form – Medical and Surgical to BCBSIL. It appears that the document was faxed from the Polyclinic. The filled-out form appears to have been submitted with several attachments.

Copies of these letters appear in BCBSIL’s production to Plaintiffs. Should Defendant still require copies of these letters, they will be produced by Plaintiffs.

INTERROGATORY NO. 5: State the precise numerical amount of damages You allege You have suffered as a result of the allegations in Your Complaint and the mechanics and methods used to calculate each element of Your alleged damages.

RESPONSE: Plaintiffs object to this interrogatory as vague as to “damages you have suffered as a result of allegations in Your complaint” and “mechanics and methods used to calculate each element” of damages. Plaintiffs further object to this interrogatory as premature and to the extent it seeks information protected by the work product or attorney-client privileges. Without waiver, subject to and without waiving the foregoing Specific and General Objections, Plaintiffs respond as follows:

Plaintiffs seek to recover out-of-pocket expenses and, pursuant to Federal Rule of Civil Procedure 33(d), will produce documents sufficient to identify the amount of those damages. To date, Patricia Pritchard and Casey Pritchard estimate they have paid \$12,122.50 for the uncovered chest surgery and implantation of the uncovered vantas implant. This numerical amount, however, does not include all of Plaintiffs’ damages.

Plaintiffs also seek standard, garden variety emotional distress damages which are not specific to any Plaintiffs’ facts, and which stem from the recognition that, as a general matter, experiencing discrimination tends to cause distress, embarrassment,

1 humiliation, emotional pain and anguish, violation of dignity. Plaintiffs accordingly do
2 not believe that any other response is required in that regard.

3 Subject to modification as additional discovery occurs and to any amendment of
4 the Complaint and as further medical claims are incurred, Plaintiffs will seek
5 compensatory damages and consequential damages in an amount that would fully
6 compensate Plaintiffs for their financial harm, emotional distress and suffering,
7 embarrassment, humiliation, pain and anguish, violations of their dignity, out-of-pocket
8 costs incurred obtaining medical care that Defendant unlawfully refused to cover, and
9 other damages that have been caused by Defendant's conduct in violation of the ACA.
10 Plaintiffs' review of documents supporting the amount of damages is ongoing. The
11 amount of damages will be determined at trial, is subject to ongoing discovery in this
12 action, and cannot be calculated with precision at present. Plaintiffs also seek award of
13 pre- and post-judgment interest as well as Plaintiffs' cost, expenses, and reasonable
14 attorneys' fees incurred in this action. Finally, Plaintiffs seek other relief the Court deems
15 just and appropriate.

16 **INTERROGATORY NO. 6:** Identify any Person who You believe is or may be a
17 member of the class proposed in Your Complaint and identify all facts and evidence
18 supporting that Person's inclusion in the class or subclass.

19 **RESPONSE:** Plaintiffs object to this Interrogatory insofar as it calls for
20 information that is non-discoverable attorney work product or privileged attorney client
21 communications. Discovery is ongoing and these responses will be supplemented as
22 additional responsive information is received or otherwise recognized.

23 **INTERROGATORY NO. 7:** For the class proposed in Your Complaint, state
24 specifically each question of law or fact common to the class and explain how those
25 questions predominate over any questions affecting only individual members of the
26 class.

1 **RESPONSE:** Plaintiffs object to this Interrogatory as calling for legal conclusions
 2 which require no response. Such issues shall be addressed in class certification. Plaintiffs
 3 also object to this interrogatory as seeking Plaintiffs' counsel's work product regarding
 4 a legal issue. In addition, Plaintiffs object to this interrogatory as premature to the extent
 5 it calls for information that Plaintiffs expect to learn through the discovery process.
 6 Subject to and without waiving the foregoing Specific and General Objections, in their
 7 Amended Complaint, Plaintiffs allege the following:

8 (a) Pursuant to the proposed Class Definition, the class would include All
 9 individuals who have been, are, or will be participants or beneficiaries in an ERISA self-
 10 funded "group health plan" (as defined in 29 U.S.C. §1167(1)) administered by BCBSIL
 11 that contains a categorical exclusion denying or limiting coverage for gender affirming
 12 health care, like the "Transgender Reassignment Surgery" Exclusion contained in the
 13 CHI Plan, at any time on or after November 23, 2014; and who were, are, or will be
 14 denied pre-authorization or coverage of otherwise covered services due to BCBSIL's
 15 administration of such an exclusion;

16 (b) This action requires a determination of whether BCBSIL's administration
 17 of the Transgender Reassignment Surgery Exclusion and other similar exclusions
 18 denying coverage for gender affirming health care in the ERISA self-funded plans that it
 19 administers, violates Section 1557 of the Affordable Care Act. Adjudication of this issue
 20 will in turn determine whether BCBSIL must reprocess all such denied claims and be
 21 enjoined from administering such exclusions now and in the future. And,

22 (c) By administering and applying policies and exclusions that result in the
 23 denial of coverage of gender affirming care, BCBSIL has acted on grounds generally
 24 applicable to the relevant class, rendering declaratory relief appropriate respecting the
 25 entirety of the class for the particular claim.

1 Specific legal claims and the nature of the facts supporting them are described in the
 2 Amended Complaint, Dkt. 38, ¶¶99-113.

3 **INTERROGATORY NO. 8:** For the class proposed in Your Complaint, state each
 4 fact showing that the claims and defenses of the class representative(s) You propose are
 5 typical of the claims and defenses of the members of the class.

6 **RESPONSE:** Plaintiffs object to this Interrogatory as overbroad and accordingly
 7 overly burdensome to respond to, and that it calls for a legal conclusion to which no
 8 response is needed. Plaintiffs also object to this interrogatory as seeking Plaintiffs'
 9 counsel's work product regarding a legal issue. In addition, Plaintiffs object to this
 10 interrogatory as premature to the extent it calls for information that Plaintiffs expect to
 11 learn through the discovery process. Subject to and without waiving the foregoing
 12 Specific and General Objections, Plaintiffs respond that named Plaintiff C.P. is a member
 13 of the proposed class. C.P. is a beneficiary in a self-funded group health plan
 14 administered by BCBSIL that contains a categorical exclusion denying coverage for
 15 gender affirming health care, namely, the "Transgender Reassignment Surgery"
 16 Exclusion. C.P. has been prescribed otherwise covered services under the group health
 17 plan which have been denied by BCBSIL under the "Transgender Reassignment
 18 Surgery" Exclusion. C.P.'s claims are typical of the claims of other members of the
 19 proposed class and through his mother, he will fairly and adequately represent the
 20 interests of the class.

1 RESPONSES DATED: January 26, 2022.

2 SIRIANNI YOUTZ
3 SPOONEMORE HAMBURGER PLLC

4 /s/ Eleanor Hamburger

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22 *Attorneys for Plaintiffs*

CERTIFICATE OF SERVICE

I hereby certify that on January 26, 2022, I caused the foregoing document to be served by electronic mail on the following counsel of record:

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DATED: January 26, 2022, at Seattle, Washington.

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