



## State of New Jersey

DEPARTMENT OF BANKING AND INSURANCE  
SMALL EMPLOYER HEALTH BENEFITS PROGRAM

PO Box 325  
TRENTON, NJ 08625-0325

PHIL MURPHY  
*Governor*

MARLENE CARIDE  
*Commissioner*

SHEILA OLIVER  
*Lt. Governor*

TEL (609) 633-1882  
FAX (609) 633-2030

### ADVISORY BULLETIN 18-SEH-01

November 14, 2018

To: SEH Program Member Carriers that Issue Coverage  
SEH Program Interested Parties

From: Ellen DeRosa  
Executive Director

**Re: Adopted Amendments to Standard Plans B, C, D, E, HMO and HMO-POS**

On June 20, 2018, the Small Employer Health Benefit Program Board (SEH Board) voted to adopt amendments to the standard health benefits plans. The notice of adoption has been filed and is scheduled to appear in the November 19, 2018 *New Jersey Register*. The proposal and adoption are posted on the SEH Board's website.

[http://www.state.nj.us/dobi/division\\_insurance/ihcseh/sehrulesadoptions.htm](http://www.state.nj.us/dobi/division_insurance/ihcseh/sehrulesadoptions.htm).

Recognizing that the process of reissuing policy and contract forms is both lengthy and costly the SEH Board determined it appropriate to give Carriers the option to implement the amendments by using the Compliance and Variability Rider set forth at N.J.A.C. 11:21 Appendix Exhibit DD.

The text to be included on the Compliance and Variability rider is set forth below. SEH Board expects that carriers will work as expeditiously to ensure that all small employer plans issued or renewed on or after January 1, 2019 contain the amended text as close in time to January 1 as possible.

Please contact me with any questions at [ellen.derosa@dobi.nj.gov](mailto:ellen.derosa@dobi.nj.gov)

*Visit us on the Web at [dobi.nj.gov/reform.htm](http://dobi.nj.gov/reform.htm)*

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## **Compliance and Variability Rider Text for Plans B – E**

The **Newborn Children** provision of the **DEPENDENT COVERAGE** section is deleted and replaced with the following:

### **Newborn Children**

[Carrier] will cover an Employee's newborn child for 60 days from the date of birth without additional premium. Health benefits may be continued beyond such 60-day period as stated below:

- a) If the Employee is already covered for Dependent child coverage on the date the child is born, coverage automatically continues beyond the initial 60 days, provided the premium required for Dependent child coverage continues to be paid. The Employee must notify [Carrier] of the birth of the newborn child as soon as possible in order that [Carrier] may properly provide benefits under this Policy.
- b) If the Employee is not covered for Dependent child coverage on the date the child is born, the Employee must:
  - give written notice to enroll the newborn child; and
  - pay the premium required for Dependent child coverage within 60 days after the date of birth.

If the notice is not given and the premium is not paid within such 60-day period, the newborn child's coverage will end at the end of such 60-day period. If the notice is given and the premium paid after that 60-day period, the child will be a Late Enrollee.

[The **BENEFIT PROVISION** is amended to include the following Cash Deductible, Family Deductible Limit and Maximum Out of Pocket text:

Please note: There are separate Cash Deductibles for [Tier 1] and [Tier 2] as shown on the Schedule of Insurance.

The [Tier 1] Deductible is for treatment, services or supplies given by a [Tier 1] Network Provider. The other is for treatment, services or supplies given by a [Tier 2] Network Provider [as well as for treatment, services and supplies given by a [Tier 1] Network Provider that are applied to the [Tier 1 and Tier 2] Cash Deductibles]. Each Cash Deductible is shown in the Schedule.

### **The Cash Deductible:**

For Single Coverage Only: [Tier 1]

Each [Calendar] [Plan] Year, a Covered Person must have Covered Charges that exceed the [Tier 1] per Covered Person Cash Deductible before [Carrier] pays any benefits to the Covered Person for those charges. The [Tier 1] per Covered Person Cash Deductible is shown in the Schedule. The Cash Deductible cannot be met with Non-Covered Charges. Only Covered Charges incurred by a Covered Person while insured can be used to meet the Cash Deductible.

Once the [Tier 1] per Covered Person Cash Deductible is met, [Carrier] pays benefits for other Covered Charges above the Deductible amount incurred by the Covered Person,

less any applicable Coinsurance, for the rest of that [Calendar] [Plan] Year. But all charges must be incurred while the Covered Person is insured by the Policy. And what [Carrier] pays is based on all the terms of the Policy including benefit limitations and exclusion provisions.

For Single Coverage Only: [Tier 2]

Each [Calendar] [Plan] Year, a Covered Person must have Covered Charges that exceed the [Tier 2] per Covered Person Cash Deductible before [Carrier] pays any benefits to a Covered Person for those charges. [Covered Charges applied to the [Tier 1] per Covered Person Cash Deductible also apply to this [Tier 2] per Covered Person Cash Deductible.] The [Tier 2] per Covered Person Cash Deductible is shown in the Schedule. The Cash Deductible cannot be met with Non-Covered Charges. Only Covered Charges incurred by a Covered Person while insured can be used to meet the Cash Deductible.

Once the [Tier 2] per Covered Person Cash Deductible is met, [Carrier] pays benefits for other Covered Charges above the Deductible amount incurred by the Covered Person, less any applicable Coinsurance, for the rest of that [Calendar] [Plan] Year. But all charges must be incurred while the Covered Person is insured by the Policy. And what We pay is based on all the terms of the Policy including benefit limitations and exclusion provisions.

**Family Deductible Limit:**

For Other than Single Coverage: [Tier 1]

The [Tier 1] per Covered Person Cash Deductible is **not** applicable. The Policy has a [Tier 1] per Covered Family Cash Deductible which applies in all instances where the Policy provides coverage that is not single only coverage. Once any combination of Covered Persons in a family meets the [Tier 1] per Covered Family Cash Deductible shown in the Schedule, [Carrier] pays benefits for other Covered Charges incurred by any member of the covered family, less any Coinsurance, for the rest of that [Calendar] [Plan] Year.

For Other than Single Coverage: [Tier 2]

The [Tier 2] per Covered Person Cash Deductible is **not** applicable. The Policy has a [Tier 2] per Covered Family Cash Deductible which applies in all instances where the Policy provides coverage that is not single only coverage. Once any combination of Covered Persons in a family meets the [Tier 2] per Covered Family Cash Deductible shown in the Schedule, [Carrier] pays benefits for other Covered Charges incurred by any member of the covered family, less any Coinsurance, for the rest of that [Calendar] [Plan] Year. [Note that Covered Charges applied to the [Tier 1] per Covered Family Cash Deductible also apply to this [Tier 2] per Covered Family Cash Deductible.]

**Maximum Out of Pocket:**

The [Tier 1 and Tier 2] Per Covered Person and [Tier 1 and Tier 2] Per Covered Family Maximum Out of Pocket amounts are shown in the Schedule.

For Single Coverage Only: [Tier 1]

In the case of single coverage, for a Covered Person, the [Tier 1] Maximum Out of Pocket is the annual maximum dollar amount that a Covered Person must pay as per Covered Person Cash Deductible *plus* Coinsurance and Copayments for all covered

services and supplies in a [Calendar] [Plan] Year. Once the [Tier 1] per Covered Person Maximum Out of Pocket has been met during a [Calendar] [Plan] Year, no further Deductible or Coinsurance or Copayments will be required for such Covered Person for the rest of the [Calendar] [Plan] Year.

For Single Coverage Only: [Tier 2]

In the case of single coverage, for a Covered Person, the [Tier 2] Maximum Out of Pocket is the annual maximum dollar amount that a Covered Person must pay as per Covered Person Cash Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a [Calendar] [Plan] Year. [All per Covered Person Cash Deductible *plus* Coinsurance and Copayments applied to the [Tier 1] per Covered Person Maximum Out of Pocket also apply to this [Tier 2] per Covered Person Maximum Out of Pocket.] Once the [Tier 2] per Covered Person Maximum Out of Pocket has been met during a [Calendar] [Plan] Year, no further Deductible or Coinsurance or Copayments will be required for such Covered Person for the rest of the [Calendar] [Plan] Year.

For Other than Single Coverage: [Tier 1]

In the case of coverage which is other than single coverage, for a Covered Person, the [Tier 1] per Covered Person Maximum Out of Pocket is the annual maximum dollar amount that a Covered Person must pay as [Tier 1] per Covered Family Cash Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a [Calendar] [Plan] Year. Once the [Tier 1] per Covered Person Maximum Out of Pocket has been met during a [Calendar] [Plan] Year, no further [Tier 1] Deductible or Coinsurance or Copayments will be required for such Covered Person for the rest of the [Calendar] [Plan] Year.

In the case of coverage which is other than single coverage, for a Covered Family, the [Tier 1] Maximum Out of Pocket is the annual maximum dollar amount that members of a covered family must pay as [Tier 1] per Covered Family Cash Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a [Calendar] [Plan] Year. Once the [Tier 1] per Covered Family Maximum Out of Pocket has been met during a [Calendar] [Plan] Year, no further [Tier 1] Deductible or Coinsurance or Copayment will be required for members of the covered family for the rest of the [Calendar] [Plan] Year.

For Other than Single Coverage: [Tier 2]

In the case of coverage which is other than single coverage, for a Covered Person, the [Tier 2] per Covered Person Maximum Out of Pocket is the annual maximum dollar amount that a Covered Person must pay as [Tier 2] per Covered Family Cash Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a [Calendar] [Plan] Year. Once the [Tier 2] per Covered Person Maximum Out of Pocket has been met during a [Calendar] [Plan] Year, no further [Tier 2] Deductible or Coinsurance or Copayments will be required for such Covered Person for the rest of the [Calendar] [Plan] Year. [Note that amounts applied to the [Tier 1] per Covered Person Maximum Out of Pocket also apply to this [Tier 2] per Covered Person Maximum Out of Pocket.]

In the case of coverage which is other than single coverage, for a Covered Family, the [Tier 2] Maximum Out of Pocket is the annual maximum dollar amount that members of

a covered family must pay as [Tier 2] per Covered Family Cash Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a [Calendar] [Plan] Year. Once the [Tier 2] per Covered Family Maximum Out of Pocket has been met during a [Calendar] [Plan] Year, no further [Tier 2] Deductible or Coinsurance or Copayment will be required for members of the covered family for the rest of the [Calendar] [Plan] Year. [Note that amounts applied to the [Tier 1] per Covered Family Maximum Out of Pocket also apply to this [Tier 2] per Covered Family Maximum Out of Pocket.]]

*[Note to carriers: Use the above text for cash deductible, family limit and MOOP if the plan is issued as a tiered high deductible health plan that could be used in conjunction with an HSA.]*

The **COVERED CHARGES** section is amended to include the following Donated Human Breast Milk provision.

**Donated Human Breast Milk**

[Carrier] covers pasteurized donated human breast milk for Covered Persons under the age of six months subject to the following conditions:

- a) The Covered Person is medically or physically unable to receive maternal breast milk or participate in breast feeding, or the Covered Person's mother is medically or physically unable to produce breast milk in sufficient quantities or participate in breast feeding despite optimal lactation support; and
- b) The Covered Person's Practitioner issued an order for the donated human breast milk

[Carrier] also covers pasteurized donated human breast milk as ordered by the Covered Person's Practitioner for Covered Persons under the age of six months if the Covered Person meets any of the following conditions:

- a) A body weight below healthy levels determined by the Covered Person's Practitioner;
- b) A congenital or acquired condition that places the Covered Person at a high risk for development of necrotizing enterocolitis; or
- c) A congenital or acquired condition that may benefit from the use of donor breast milk as determined by the New Jersey Department of Health.

As used in this provision, pasteurized donated human breast milk means milk obtained from a human milk bank that meets the quality guidelines established by the New Jersey Department of Health. If there is no supply of human breast milk that meets such guidelines there will be no coverage under this provision.

The pasteurized donated human breast milk may include human milk fortifiers if indicated by the Covered Person's Practitioner.

[The **COVERED CHARGES** section is amended to include the following Contraceptives provision.

**Contraceptives**

[Carrier] covers prescription female contraceptives which require a Practitioner's prescription and which are approved by the Food and Drug Administration for that purpose. Prescription female contraceptives are covered as Preventive Care which means they are covered without application of any copayment, deductible or coinsurance.

As used in this provision, prescription female contraceptive means any drug or device used for contraception by a female. Examples include but are not limited to birth control pills and diaphragms.

With respect to the first dispensing of a specific contraceptive, coverage is provided for a three-month period. For a subsequent dispensing of that same contraceptive, coverage is provided for a six-month period, except as stated below.

Exception: If the six-month period would extend beyond December 31, coverage will be reduced such that the period ends as of December 31.]

*[Note to carriers: Omit the above contraceptives text if requested by a religious employer.]*

The **COVERED CHARGES** section is amended to include the following Digital Tomosynthesis provision.

#### **Digital Tomosynthesis Charges**

[Carrier] covers charges for digital tomosynthesis to detect or screen for breast cancer and for diagnostic purposes as follows:

- a) When used for detection and screening for breast cancer in a Covered Person age 40 years and older, [Carrier] covers charges for digital tomosynthesis as Preventive Care which means they are covered without application of any copayment, deductible or coinsurance.
- b) When used for diagnostic purposes for a Covered Person of any age, [Carrier] covers charges for digital tomosynthesis as a diagnostic service subject to the applicable copayment, deductible and coinsurance.

## **Compliance and Variability Text for HMO Plans**

The **Newborn Children** provision of the **DEPENDENT COVERAGE** section is deleted and replaced with the following:

### **Newborn Children**

We will cover an Employee's newborn child for 60 days from the date of birth without additional premium. Coverage may be continued beyond such 60-day period as stated below:

- a) If the Employee is already covered for Dependent child coverage on the date the child is born, coverage automatically continues beyond the initial 60 days, provided the premium required for Dependent child coverage continues to be paid. The Employee must notify Us of the birth of the newborn child as soon as possible in order that We may properly provide coverage under this Contract.
- b) If the Employee is not covered for Dependent child coverage on the date the child is born, the Employee must:
  - 1) give written notice to enroll the newborn child [; and
  - 2) pay the premium required for Dependent child coverage within 60days after the date of birth.]

If the notice is not given and the premium is not paid within such 60-day period, the newborn child's coverage will end at the end of such 60-day period. If the notice is given and the premium paid after that 60-day period, the child will be a Late Enrollee

[The **COVERAGE PROVISION** is amended to include the following Cash Deductible, Family Deductible Limit and Maximum Out of Pocket text:

Please note: There are separate Cash Deductibles for [Tier 1] and [Tier 2] as shown on the Schedule of Services and Supplies.

The [Tier 1] Deductible is for treatment, services or supplies given by a [Tier 1] Network Provider. The other is for treatment, services or supplies given by a [Tier 2] Network Provider [as well as for treatment, services and supplies given by a [Tier 1] Network Provider that are applied to the [Tier 1 and Tier 2] Cash Deductibles]. Each Cash Deductible is shown in the Schedule.

### **The Cash Deductible:**

For Single Coverage Only: [Tier 1]

Each [Calendar] [Plan] Year, a [Member] must have Covered Charges that exceed the [Tier 1] per [Member] Cash Deductible before We pay any benefits to the [Member] for those charges. The [Tier 1] per [Member] Cash Deductible is shown in the Schedule.

The Cash Deductible cannot be met with Non-Covered Charges. Only Covered Charges incurred by a [Member] while insured can be used to meet the Cash Deductible.

Once the [Tier 1] per [Member] Cash Deductible is met, We pay benefits for other Covered Charges above the Deductible amount incurred by the [Member], less any applicable Coinsurance, for the rest of that [Calendar] [Plan] Year. But all charges must be incurred while the [Member] is insured by this Contract. And what We pay is based on all the terms of this Contract including benefit limitations and exclusion provisions.

For Single Coverage Only: [Tier 2]

Each [Calendar] [Plan] Year, a [Member] must have Covered Charges that exceed the [Tier 2] per [Member] Cash Deductible before We pay any benefits to a [Member] for those charges. [Covered Charges applied to the [Tier 1] per [Member] Cash Deductible also apply to this [Tier 2] per [Member] Cash Deductible.] The [Tier 2] per [Member] Cash Deductible is shown in the Schedule. The Cash Deductible cannot be met with Non-Covered Charges. Only Covered Charges incurred by a [Member] while insured can be used to meet the Cash Deductible.

Once the [Tier 2] per [Member] Cash Deductible is met, We pay benefits for other Covered Charges above the Deductible amount incurred by the [Member], less any applicable Coinsurance, for the rest of that [Calendar] [Plan] Year. But all charges must be incurred while the [Member] is insured by this Contract. And what We pay is based on all the terms of the Contact including benefit limitations and exclusion provisions.

**Family Deductible Limit:**

For Other than Single Coverage: [Tier 1]

The [Tier 1] per [Member] Cash Deductible is **not** applicable. This Contract has a [Tier 1] per Covered Family Cash Deductible which applies in all instances where this Contract provides coverage that is not single only coverage. Once any combination of [Members] in a family meets the [Tier 1] per Covered Family Cash Deductible shown in the Schedule, We pay benefits for other Covered Charges incurred by any [Member] of the covered family, less any Coinsurance, for the rest of that [Calendar] [Plan] Year.

For Other than Single Coverage: [Tier 2]

The [Tier 2] per [Member] Cash Deductible is **not** applicable. This Contract has a [Tier 2] per Covered Family Cash Deductible which applies in all instances where this Contract provides coverage that is not single only coverage. Once any combination of [Members] in a family meets the [Tier 2] per Covered Family Cash Deductible shown in the Schedule, We pay benefits for other Covered Charges incurred by any [Member] of the covered family, less any Coinsurance, for the rest of that [Calendar] [Plan] Year. [Note that Covered Charges applied to the [Tier 1] per Covered Family Cash Deductible also apply to this [Tier 2] per Covered Family Cash Deductible.]

**Maximum Out of Pocket:**

The [Tier 1 and Tier 2] Per [Member] and [Tier 1 and Tier 2] Per Covered Family Maximum Out of Pocket amounts are shown in the Schedule.

For Single Coverage Only: [Tier 1]

In the case of single coverage, for a [Member], the [Tier 1] Maximum Out of Pocket is the annual maximum dollar amount that a [Member] must pay as per [Member] Cash Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a



[Calendar] [Plan] Year. Once the [Tier 1] per [Member] Maximum Out of Pocket has been met during a [Calendar] [Plan] Year, no further Deductible or Coinsurance or Copayments will be required for such [Member] for the rest of the [Calendar] [Plan] Year.

For Single Coverage Only: [Tier 2]

In the case of single coverage, for a [Member], the [Tier 2] Maximum Out of Pocket is the annual maximum dollar amount that a [Member] must pay as per [Member] Cash Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a [Calendar] [Plan] Year. [All per [Member] Cash Deductible *plus* Coinsurance and Copayments applied to the [Tier 1] per [Member] Maximum Out of Pocket also apply to this [Tier 2] per [Member] Maximum Out of Pocket.] Once the [Tier 2] per [Member] Maximum Out of Pocket has been met during a [Calendar] [Plan] Year, no further Deductible or Coinsurance or Copayments will be required for such [Member] for the rest of the [Calendar] [Plan] Year.

For Other than Single Coverage: [Tier 1]

In the case of coverage which is other than single coverage, for a [Member], the [Tier 1] per [Member] Maximum Out of Pocket is the annual maximum dollar amount that a [Member] must pay as [Tier 1] per Covered Family Cash Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a [Calendar] [Plan] Year. Once the [Tier 1] per [Member] Maximum Out of Pocket has been met during a [Calendar] [Plan] Year, no further [Tier 1] Deductible or Coinsurance or Copayments will be required for such [Member] for the rest of the [Calendar] [Plan] Year.

In the case of coverage which is other than single coverage, for a Covered Family, the [Tier 1] Maximum Out of Pocket is the annual maximum dollar amount that members of a covered family must pay as [Tier 1] per Covered Family Cash Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a [Calendar] [Plan] Year. Once the [Tier 1] per Covered Family Maximum Out of Pocket has been met during a [Calendar] [Plan] Year, no further [Tier 1] Deductible or Coinsurance or Copayment will be required for [Members] of the covered family for the rest of the [Calendar] [Plan] Year.

For Other than Single Coverage: [Tier 2]

In the case of coverage which is other than single coverage, for a [Member], the [Tier 2] per [Member] Maximum Out of Pocket is the annual maximum dollar amount that a [Member] must pay as [Tier 2] per Covered Family Cash Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a [Calendar] [Plan] Year. Once the [Tier 2] per [Member] Maximum Out of Pocket has been met during a [Calendar] [Plan] Year, no further [Tier 2] Deductible or Coinsurance or Copayments will be required for such [Member] for the rest of the [Calendar] [Plan] Year. [Note that amounts applied to the [Tier 1] per [Member] Maximum Out of Pocket also apply to this [Tier 2] per [Member] Maximum Out of Pocket.]

In the case of coverage which is other than single coverage, for a Covered Family, the [Tier 2] Maximum Out of Pocket is the annual maximum dollar amount that [Members] of a covered family must pay as [Tier 2] per Covered Family Cash Deductible *plus*

Coinsurance and Copayments for all covered services and supplies in a [Calendar] [Plan] Year. Once the [Tier 2] per Covered Family Maximum Out of Pocket has been met during a [Calendar] [Plan] Year, no further [Tier 2] Deductible or Coinsurance or Copayment will be required for [Members] of the covered family for the rest of the [Calendar] [Plan] Year. [Note that amounts applied to the [Tier 1] per Covered Family Maximum Out of Pocket also apply to this [Tier 2] per Covered Family Maximum Out of Pocket.]]

*[Note to carriers: Use the above text for cash deductible, family limit and MOOP if the plan is issued as a tiered high deductible health plan that could be used in conjunction with an HSA.]*

[The **COVERED SERVICES & SUPPLIES** section is amended to include the following Donated Human Breast Milk provision:

**16. Donated Human Breast Milk**

We cover pasteurized donated human breast milk for [Members] under the age of six months subject to the following conditions:

- a) The [Member] is medically or physically unable to receive maternal breast milk or participate in breast feeding, or the [Member's] mother is medically or physically unable to produce breast milk in sufficient quantities or participate in breast feeding despite optimal lactation support; and
- b) The [Member's] Practitioner issued an order for the donated human breast milk

We also cover pasteurized donated human breast milk as ordered by the [Member's] Practitioner for [Members] under the age of six months if the [Member] meets any of the following conditions:

- a) A body weight below health levels determined by the [Member's] Practitioner;
- b) A congenital or acquired condition that places the [Member] at a high risk for development of necrotizing enterocolitis; or
- c) A congenital or acquired condition that may benefit from the use of donor breast milk as determined by the New Jersey Department of Health.

As used in this provision, pasteurized donated human breast milk means milk obtained from a human milk bank that meets the quality guidelines established by the New Jersey Department of Health. If there is no supply of human breast milk that meets such guidelines there will be no coverage under this provision.

The pasteurized donated human breast milk may include human milk fortifiers if indicated by the [Member's] Practitioner.

*[Note to carriers: Include in contracts issued or renewed on or after January 1, 2019.]*

[The **COVERED SERVICES & SUPPLIES** section is amended to include the following Contraceptives provision:

### **23). Contraceptives**

We cover prescription female contraceptives which require a Practitioner's prescription and which are approved by the Food and Drug Administration for that purpose. Prescription female contraceptives are covered as Preventive Care which means they are covered without application of any copayment, deductible or coinsurance.

As used in this provision, prescription female contraceptive means any drug or device used for contraception by a female. Examples include but are not limited to birth control pills and diaphragms.

With respect to the first dispensing of a specific contraceptive, coverage is provided for a three-month period. For a subsequent dispensing of that same contraceptive, coverage is provided for a six-month period, except as stated below.

Exception: If the six-month period would extend beyond December 31, coverage will be reduced such that the period ends as of December 31.]

*[Note to carriers: Omit the above contraceptives text if requested by a religious employer.]*

The **COVERED SERVICES & SUPPLIES** section is amended to include the following Digital Tomosynthesis provision:

### **26) Digital Tomosynthesis Charges**

We cover charges for digital tomosynthesis to detect or screen for breast cancer and for diagnostic purposes as follows:

- a) When used for detection and screening for breast cancer in a [Member] age 40 years and older, We cover charges for digital tomosynthesis as Preventive Care which means they are covered without application of any copayment, deductible or coinsurance.
- b) When used for diagnostic purposes for a [Member] of any age, We cover charges for digital tomosynthesis as a diagnostic service subject to the applicable copayment, deductible and coinsurance.

## Compliance and Variability Text for HMO-POS Plans

The **Newborn Children** provision of the **DEPENDENT COVERAGE** section is deleted and replaced with the following:

### **Newborn Children**

We will cover an Employee's newborn child for 60 days from the date of birth without additional premium. Coverage may be continued beyond such 60-day period as stated below:

- c) If the Employee is already covered for Dependent child coverage on the date the child is born, coverage automatically continues beyond the initial 60 days, provided the premium required for Dependent child coverage continues to be paid. The Employee must notify Us of the birth of the newborn child as soon as possible in order that We may properly provide coverage under this Contract.
- d) If the Employee is not covered for Dependent child coverage on the date the child is born, the Employee must:
  - 3) give written notice to enroll the newborn child [; and
  - 4) pay the premium required for Dependent child coverage within 60days after the date of birth.]

If the notice is not given and the premium is not paid within such 60-day period, the newborn child's coverage will end at the end of such 60-day period. If the notice is given and the premium paid after that 60-day period, the child will be a Late Enrollee

[The **COVERAGE PROVISION** is amended to include the following Cash Deductible, Family Deductible Limit and Maximum Out of Pocket text:

[Please note: There are separate Cash Deductibles for [Tier 1] and [Tier 2] as shown on the Schedule of Services and Supplies

The [Tier 1] Deductible is for treatment, services or supplies given by a [Tier 1] Network Provider. The other is for treatment, services or supplies given by a [Tier 2] Network Provider [as well as for treatment, services and supplies given by a [Tier 1] Network Provider that are applied to the [Tier 1 and Tier 2] Cash Deductibles]. Each Cash Deductible is shown in the Schedule.

### **The Cash Deductible:**

For Single Coverage Only: [Tier 1]

Each [Calendar] [Plan] Year, a [Member] must have Covered Charges that exceed the [Tier 1] per [Member] Cash Deductible before We pay any benefits to the [Member] for those charges. The [Tier 1] per [Member] Cash Deductible is shown in the Schedule.

The Cash Deductible cannot be met with Non-Covered Charges. Only Covered Charges incurred by a [Member] while insured can be used to meet the Cash Deductible.

Once the [Tier 1] per [Member] Cash Deductible is met, We pay benefits for other Covered Charges above the Deductible amount incurred by the [Member], less any applicable Coinsurance, for the rest of that [Calendar] [Plan] Year. But all charges must be incurred while the [Member] is insured by this Contract. And what We pay is based on all the terms of this Contract including benefit limitations and exclusion provisions.

For Single Coverage Only: [Tier 2]

Each [Calendar] [Plan] Year, a [Member] must have Covered Charges that exceed the [Tier 2] per [Member] Cash Deductible before We pay any benefits to a [Member] for those charges. [Covered Charges applied to the [Tier 1] per [Member] Cash Deductible also apply to this [Tier 2] per Member Cash Deductible.] The [Tier 2] per [Member] Cash Deductible is shown in the Schedule. The Cash Deductible cannot be met with Non-Covered Charges. Only Covered Charges incurred by a [Member] while insured can be used to meet the Cash Deductible.

Once the [Tier 2] per [Member] Cash Deductible is met, We pay benefits for other Covered Charges above the Deductible amount incurred by the [Member], less any applicable Coinsurance, for the rest of that [Calendar] [Plan] Year. But all charges must be incurred while the [Member] is insured by this Contract. And what We pay is based on all the terms of this Contract including benefit limitations and exclusion provisions.

**Family Deductible Limit:**

For Other than Single Coverage: [Tier 1]

The [Tier 1] per [Member] Cash Deductible is **not** applicable. This Contract has a [Tier 1] per Covered Family Cash Deductible which applies in all instances where this Contract provides coverage that is not single only coverage. Once any combination of [Members] in a family meets the [Tier 1] per Covered Family Cash Deductible shown in the Schedule, We pay benefits for other Covered Charges incurred by any [Member] of the covered family, less any Coinsurance, for the rest of that [Calendar] [Plan] Year.

For Other than Single Coverage: [Tier 2]

The [Tier 2] per [Member] Cash Deductible is **not** applicable. This Contract has a [Tier 2] per Covered Family Cash Deductible which applies in all instances where this Contract provides coverage that is not single only coverage. Once any combination of [Members] in a family meets the [Tier 2] per Covered Family Cash Deductible shown in the Schedule, We pay benefits for other Covered Charges incurred by any [Member] of the covered family, less any Coinsurance, for the rest of that [Calendar] [Plan] Year. [Note that Covered Charges applied to the [Tier 1] per Covered Family Cash Deductible also apply to this [Tier 2] per Covered Family Cash Deductible.]

**Maximum Out of Pocket:**

The [Tier 1 and Tier 2] Per [Member] and [Tier 1 and Tier 2] Per Covered Family Maximum Out of Pocket amounts are shown in the Schedule.

For Single Coverage Only: [Tier 1]

In the case of single coverage, for a [Member], the [Tier 1] Maximum Out of Pocket is the annual maximum dollar amount that a [Member] must pay as per [Member] Cash

Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a [Calendar] [Plan] Year. Once the [Tier 1] per [Member] Maximum Out of Pocket has been met during a [Calendar] [Plan] Year, no further Deductible or Coinsurance or Copayments will be required for such [Member] for the rest of the [Calendar] [Plan] Year.

For Single Coverage Only: [Tier 2]

In the case of single coverage, for a [Member], the [Tier 2] Maximum Out of Pocket is the annual maximum dollar amount that a [Member] must pay as per [Member] Cash Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a [Calendar] [Plan] Year. [All per [Member] Cash Deductible *plus* Coinsurance and Copayments applied to the [Tier 1] per [Member] Maximum Out of Pocket also apply to this [Tier 2] per [Member] Maximum Out of Pocket.] Once the [Tier 2] per [Member] Maximum Out of Pocket has been met during a [Calendar] [Plan] Year, no further Deductible or Coinsurance or Copayments will be required for such [Member] for the rest of the [Calendar] [Plan] Year.

For Other than Single Coverage: [Tier 1]

In the case of coverage which is other than single coverage, for a [Member], the [Tier 1] per [Member] Maximum Out of Pocket is the annual maximum dollar amount that a [Member] must pay as [Tier 1] per Covered Family Cash Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a [Calendar] [Plan] Year. Once the [Tier 1] per [Member] Maximum Out of Pocket has been met during a [Calendar] [Plan] Year, no further [Tier 1] Deductible or Coinsurance or Copayments will be required for such [Member] for the rest of the [Calendar] [Plan] Year.

In the case of coverage which is other than single coverage, for a Covered Family, the [Tier 1] Maximum Out of Pocket is the annual maximum dollar amount that [Members] of a covered family must pay as [Tier 1] per Covered Family Cash Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a [Calendar] [Plan] Year. Once the [Tier 1] per Covered Family Maximum Out of Pocket has been met during a [Calendar] [Plan] Year, no further [Tier 1] Deductible or Coinsurance or Copayment will be required for [Members] of the covered family for the rest of the [Calendar] [Plan] Year.

For Other than Single Coverage: [Tier 2]

In the case of coverage which is other than single coverage, for a [Member], the [Tier 2] per [Member] Maximum Out of Pocket is the annual maximum dollar amount that a [Member] must pay as [Tier 2] per Covered Family Cash Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a [Calendar] [Plan] Year. Once the [Tier 2] per [Member] Maximum Out of Pocket has been met during a [Calendar] [Plan] Year, no further [Tier 2] Deductible or Coinsurance or Copayments will be required for such Member for the rest of the [Calendar] [Plan] Year. [Note that amounts applied to the [Tier 1] per [Member] Maximum Out of Pocket also apply to this [Tier 2] per [Member] Maximum Out of Pocket.]

In the case of coverage which is other than single coverage, for a Covered Family, the [Tier 2] Maximum Out of Pocket is the annual maximum dollar amount that [Members]

of a covered family must pay as [Tier 2] per Covered Family Cash Deductible *plus* Coinsurance and Copayments for all covered services and supplies in a [Calendar] [Plan] Year. Once the [Tier 2] per Covered Family Maximum Out of Pocket has been met during a [Calendar] [Plan] Year, no further [Tier 2] Deductible or Coinsurance or Copayment will be required for [Members] of the covered family for the rest of the [Calendar] [Plan] Year. [Note that amounts applied to the [Tier 1] per Covered Family Maximum Out of Pocket also apply to this [Tier 2] per Covered Family Maximum Out of Pocket.]]

*[Note to carriers: Use the above text for cash deductible, family limit and MOOP if the plan is issued as a tiered high deductible health plan that could be used in conjunction with an HSA.]*

[The **COVERED SERVICES & SUPPLIES** section is amended to include the following Donated Human Breast Milk provision:

**16. Donated Human Breast Milk**

We cover pasteurized donated human breast milk for [Members] under the age of six months subject to the following conditions:

- a) The [Member] is medically or physically unable to receive maternal breast milk or participate in breast feeding, or the [Member's] mother is medically or physically unable to produce breast milk in sufficient quantities or participate in breast feeding despite optimal lactation support; and
- b) The [Member's] Practitioner issued an order for the donated human breast milk

We also cover pasteurized donated human breast milk as ordered by the [Member's] Practitioner for [Members] under the age of six months if the [Member] meets any of the following conditions:

- a) A body weight below health levels determined by the [Member's] Practitioner;
- b) A congenital or acquired condition that places the [Member] at a high risk for development of necrotizing enterocolitis; or
- c) A congenital or acquired condition that may benefit from the use of donor breast milk as determined by the New Jersey Department of Health.

As used in this provision, pasteurized donated human breast milk means milk obtained from a human milk bank that meets the quality guidelines established by the New Jersey Department of Health. If there is no supply of human breast milk that meets such guidelines there will be no coverage under this provision.

The pasteurized donated human breast milk may include human milk fortifiers if indicated by the [Member's] Practitioner.

*[Note to carriers: Include in contracts issued or renewed on or after January 1, 2019.]*

[The **COVERED CHARGES APPLICABLE TO [NON-NETWORK] BENEFITS** section is amended to include the following Donated Human Breast Milk provision:

### **Donated Human Breast Milk**

We cover pasteurized donated human breast milk for [Members] under the age of six months subject to the following conditions:

- a) The [Member] is medically or physically unable to receive maternal breast milk or participate in breast feeding, or the [Member's] mother is medically or physically unable to produce breast milk in sufficient quantities or participate in breast feeding despite optimal lactation support; and
- b) The [Member's] Practitioner issued an order for the donated human breast milk

We also cover pasteurized donated human breast milk as ordered by the [Member's] Practitioner for [Members] under the age of six months if the [Member] meets any of the following conditions:

- a) A body weight below healthy levels determined by the [Member's] Practitioner;
- b) A congenital or acquired condition that places the [Member] at a high risk for development of necrotizing enterocolitis; or
- c) A congenital or acquired condition that may benefit from the use of donor breast milk as determined by the New Jersey Department of Health.

As used in this provision, pasteurized donated human breast milk means milk obtained from a human milk bank that meets the quality guidelines established by the New Jersey Department of Health. If there is no supply of human breast milk that meets such guidelines there will be no coverage under this provision.

The pasteurized donated human breast milk may include human milk fortifiers if indicated by the [Member's] Practitioner.

*[Note to carrier: Include in contracts issued or renewed on or after January 1, 2019.]*

[The **COVERED SERVICES & SUPPLIES** section is amended to include the following Contraceptives provision:

#### **23). Contraceptives**

We cover prescription female contraceptives which require a Practitioner's prescription and which are approved by the Food and Drug Administration for that purpose. Prescription female contraceptives are covered as Preventive Care which means they are covered without application of any copayment, deductible or coinsurance.

As used in this provision, prescription female contraceptive means any drug or device used for contraception by a female. Examples include but are not limited to birth control pills and diaphragms.



With respect to the first dispensing of a specific contraceptive, coverage is provided for a three-month period. For a subsequent dispensing of that same contraceptive, coverage is provided for a six-month period, except as stated below.

Exception: If the six-month period would extend beyond December 31, coverage will be reduced such that the period ends as of December 31.]

*[Note to carriers: Omit the above contraceptives text if requested by a religious employer.]*

[The **COVERED CHARGES APPLICABLE TO [NON-NETWORK] BENEFITS** section is amended to include the following Contraceptives provision:

**[Contraceptives**

We cover prescription female contraceptives which require a Practitioner's prescription and which are approved by the Food and Drug Administration for that purpose. Prescription female contraceptives are covered as Preventive Care which means they are covered without application of any copayment, deductible or coinsurance.

As used in this provision, prescription female contraceptive means any drug or device used for contraception by a female. Examples include but are not limited to birth control pills and diaphragms.

With respect to the first dispensing of a specific contraceptive, coverage is provided for a three-month period. For a subsequent dispensing of that same contraceptive, coverage is provided for a six-month period, except as stated below.

Exception: If the six-month period would extend beyond December 31, coverage will be reduced such that the period ends as of December 31.]

*[Note to carriers: Omit the above contraceptives text if requested by a religious employer.]*

The **COVERED SERVICES & SUPPLIES** section is amended to include the following Digital Tomosynthesis provision:

**26) Digital Tomosynthesis Charges**

We cover charges for digital tomosynthesis to detect or screen for breast cancer and for diagnostic purposes as follows:

- c) When used for detection and screening for breast cancer in a [Member] age 40 years and older, We cover charges for digital tomosynthesis as Preventive Care which means they are covered without application of any copayment, deductible or coinsurance.
- d) When used for diagnostic purposes for a [Member] of any age, We cover charges for digital tomosynthesis as a diagnostic service subject to the applicable copayment, deductible and coinsurance.

The **COVERED CHARGES *APPLICABLE TO [NON-NETWORK] BENEFITS*** section is amended to include the following Digital Tomosynthesis provision:

**Digital Tomosynthesis Charges**

We cover charges for digital tomosynthesis to detect or screen for breast cancer and for diagnostic purposes as follows:

- a) When used for detection and screening for breast cancer in a [Member] age 40 years and older, We cover charges for digital tomosynthesis as Preventive Care which means they are covered without application of any copayment, deductible or coinsurance.
- b) When used for diagnostic purposes for a [Member] of any age, We cover charges for digital tomosynthesis as a diagnostic service subject to the applicable copayment, deductible and coinsurance.