

**AMENDMENT NO. 8
TO THE NON-GRANDFATHERED COSHOCTON COUNTY COMMISSIONERS
EMPLOYEE BENEFIT PLAN**

EFFECTIVE OCTOBER 1, 2011, THE COSHOCTON COUNTY COMMISSIONERS EMPLOYEE BENEFIT PLAN IS AMENDED AS FOLLOWS:

1) BEFORE THE "TABLE OF CONTENTS" THE FOLLOWING PARAGRAPHS HAVE BEEN REMOVED:

This group health plan believes this plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by PPACA, a grandfathered health plan can preserve certain basic health coverage that was already in effect when the law was enacted. Being a grandfathered health plan means that this plan may not include certain consumer protections of the PPACA that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, a grandfathered health plan must comply with certain other consumer protections in PPACA, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Plan Administrator, Coshocton County Commissioners.

2) UNDER THE SECTION ENTITLED "SCHEDULE OF MEDICAL BENEFITS" THE FOLLOWING HAS BEEN CHANGED:

FROM:

ROUTINE PHYSICALS (Age 9 years old and older)	100%	100%
Copay Applies	No	No
Deductible Applies	No	No

Calendar Year Maximum..... Up to \$200

Eligible charges for Routine Physicals include, the Physician's office visit charge and related tests, x-rays, routine cancer screenings, routine prostate exam, and lab work.

Charges for Routine Physicals, which exceed the Calendar Year maximum, are then payable after applicable deductible and coinsurance.

ROUTINE GYNECOLOGICAL EXAM AND PAP (Employee & Spouse Only)	100%	100%
Copay Applies	No	No
Deductible Applies	No	No

Limited to one per Calendar Year.

ROUTINE MAMMOGRAM (Employee & Spouse Only)	100%	100%
Copay Applies	No	No
Deductible Applies	No	No

Limited to one per Calendar Year.

ROUTINE EYE EXAM	100%	100%
Copay Applies	No	No
Deductible Applies	No	No

Limited to \$35 payable per visit and further limited to one exam every two (2) Calendar Years. Charges which exceed the Calendar Year dollar maximum, are then payable after applicable deductible and coinsurance.

ROUTINE HEARING EXAM	100%	100%
Copay Applies	No	No
Deductible Applies	No	No

Limited to \$35 payable per visit and further limited to one exam every two (2) Calendar Years. Hearing Aids are not covered. Charges which exceed the Calendar Year dollar maximum, are then payable after applicable deductible and coinsurance.

WELL CHILD CARE (Newborn up to Age 9 years old)	85%	70%
Copay Applies	No	No
Deductible Applies	Yes	Yes

Calendar Year Maximum..... 10 Visits

Eligible charges for Well Child Care include, the Physician's office visit charge and related tests and lab work.

IMMUNIZATIONS (Newborn up to Age 9 years old)	85%	70%
Copay Applies	No	No
Deductible Applies	Yes	Yes

The Human Papillomavirus Vaccine and Meningococcal Vaccine are covered up to age 25 years old.

MEDICAL EMERGENCY CARE IN A HOSPITAL EMERGENCY ROOM (Life Threatening)	85%	70%
Copay Applies	No	No
Deductible Applies	Yes	Yes

URGENT CARE FACILITY Approved	100%	70%
Copay Applies	Yes \$50	No
Deductible Applies	No	Yes

TO:

ROUTINE PHYSICALS (Age 9 years old and older)	100%	100%
Copay Applies	No	No
Deductible Applies	No	No

Non-Network: Calendar Year Maximum..... Up to \$200

Eligible charges for Routine Physicals include, the Physician's office visit charge and related tests, x-rays, routine cancer screenings, routine prostate exam, and lab work.

Charges for Routine Physicals, which exceed the Non-Network Calendar Year maximum, are then payable after applicable deductible and coinsurance.

ROUTINE GYNECOLOGICAL EXAM AND PAP	100%	100%
Copay Applies	No	No
Deductible Applies	No	No

Non-Network: Limited to one per Calendar Year for Enrollee/Spouse only.

ROUTINE MAMMOGRAM	100%	100%
Copay Applies	No	No
Deductible Applies	No	No

Non-Network: Limited to one per Calendar Year for Enrollee/Spouse only.

ROUTINE EYE EXAM	100%	100%
Copay Applies	No	No
Deductible Applies	No	No

Limited to one exam every two (2) Calendar Years. Hearing aids not covered.

Non-Network: Limited to \$35 per visit. Charges which exceed the Non-Network dollar maximum, are then payable after applicable deductible and coinsurance.

ROUTINE HEARING EXAM	100%	100%
Copay Applies	No	No
Deductible Applies	No	No

Limited to one exam every two (2) Calendar Years.

Non-Network: Limited to \$35 per visit. Charges which exceed the Non-Network dollar maximum, are then payable after applicable deductible and coinsurance.

WELL CHILD CARE (Newborn up to Age 9 years old)	100%	70%
Copay Applies	No	No
Deductible Applies	No	Yes

Non-Network: Calendar Year Maximum..... 10 Visits

Eligible charges for Well Child Care include, the Physician's office visit charge and related tests and lab work.

IMMUNIZATIONS	100%	70%
Copay Applies	No	No
Deductible Applies	No	Yes

Non-Network: Up to age 9. The Human Papillomavirus Vaccine and Meningococcal Vaccine are covered up to age 25 years old.

MEDICAL EMERGENCY CARE IN A HOSPITAL EMERGENCY ROOM (Life Threatening)	85%	85%
Copay Applies	No	No
Deductible Applies	Yes	Yes (Network Deductible)

URGENT CARE FACILITY Approved	100%	100%
Copay Applies	Yes \$50	Yes \$50
Deductible Applies	No	Yes

3) UNDER THE SECTION ENTITLED "SCHEDULE OF MEDICAL BENEFITS" THE FOLLOWING HAVE BEEN ADDED:

OSTEOPOROSIS SCREENING	100%	70%
Copay Applies	No	No
Deductible Applies	No	Yes

SMOKING CESSATION

(Counseling Only)

Copay Applies
Deductible Applies

100%
No
Yes

Not Covered

4) UNDER THE SECTION ENTITLED "DESCRIPTION OF MEDICAL BENEFITS" THE FOLLOWING HAS BEEN CHANGED:

FROM:

EMERGENCY CARE SERVICES: In the event of an emergency, go to the nearest Hospital for immediate care or dial 9-1-1 for emergency assistance. An emergency medical condition is any medical condition that is severe enough to cause a prudent layperson with an average knowledge of health and medicine to believe that absence of immediate medical attention could result in any of the following:

1. Placing the health of the individual or, with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy;
2. Serious impairment to bodily functions;
3. Serious dysfunction of any bodily organ or part.

Emergency Services will be covered according to your Schedule of Benefits without regard to the day, time, or location that the emergency services are rendered.

TO:

EMERGENCY CARE SERVICES: In the event of an emergency, go to the nearest Hospital for immediate care or dial 9-1-1 for emergency assistance. An emergency medical condition is any medical condition that is severe enough to cause a prudent layperson with an average knowledge of health and medicine to believe that absence of immediate medical attention could result in any of the following:

1. Placing the health of the individual or, with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy;
2. Serious impairment to bodily functions;
3. Serious dysfunction of any bodily organ or part.

Emergency Services will be covered according to your Schedule of Benefits without regard to the day, time, or location that the emergency services are rendered.

This Plan covers Emergency Services for an Emergency Medical Condition treated in any hospital emergency department. The Plan will not require prior authorization or impose any other administrative requirements or benefit limitations that are more restrictive if Emergency Services are received from a Non-Network Provider. However, a Non-Network provider of Emergency Services may send the Covered Person a bill for any charges remaining after the Plan has paid (this is called "balance billing").

Except where the Plan provides a better benefit, the Plan will apply the same copayments and coinsurance for Non-Network Emergency Services as it generally requires for Network Emergency Services. A deductible may be imposed for Non-Network Emergency Services, only as part of the deductible that generally applies to Non-Network benefits. Similarly, any out-of-pocket maximum that generally applies to Non-Network benefits will apply to Non-Network Emergency Services.

5) UNDER THE SECTION ENTITLED "DESCRIPTION OF MEDICAL BENEFITS" THE FOLLOWING HAS BEEN ADDED:

PREVENTIVE HEALTH BENEFITS: The Plan may provide coverage for selected preventive services without a copayment, coinsurance or deductible when these services are delivered by a network provider.

Eligible services have been determined by recommendations and comprehensive guidelines of governmental scientific committees and organizations. Eligible services will be updated annually to include any new recommendations or guidelines.

Certain wellness benefits are paid at 100%, but once a diagnosis is made, the benefits are paid with co-pays, deductibles, and co-insurance, as specified in the plan. The benefit determination is based on how your provider bills the claim. For example, you are scheduled for a routine colonoscopy, however during the course of your test, colon polyps are detected. Your provider may bill with a non-routine diagnosis which will trigger the claim to be paid at the co-pay, deductible and/or coinsurance provisions under the plan.

Please contact the Third Party Administrator at www.aultragroup.com or 800-325-8424 if you have any questions or need to determine whether a service is eligible for coverage as a preventive service. For a comprehensive list of recommended preventive services, please visit www.healthcare.gov/center/regulations/prevention/recommendations.html

6) UNDER THE SECTION ENTITLED "ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS" THE FOLLOWING HAS BEEN CHANGED:

► FROM:

DEPENDENT ELIGIBILITY: Eligible Dependents are:

1. the Employee's legal spouse (as determined by the State in which the Employee resides), except an Employee's spouse who is employed and is eligible for group coverage under this Plan, can only be covered if the spouse accepts the coverage offered by their Employer. The Spouse is required to take coverage for themselves and on any children if the spouse's birthday comes first in the Calendar Year for this Plan to be cover as secondary. Coverage for the children, by the spouse, is not required if the birthday of the Employee covered under this Plan comes first in the Calendar Year. However, if the spouse's medical health care coverage premium for minimal health coverage exceeds \$125 per month, then they may pay an alternate premium amount of \$200 per month to be on this Plan.

TO:

DEPENDENT ELIGIBILITY: Eligible Dependents are:

1. the Employee's legal spouse (as determined by the State in which the Employee resides), except an Employee's spouse who is employed and is eligible for group coverage under this Plan, can only be covered if the spouse accepts the coverage offered by their Employer. The Spouse is required to take coverage for themselves and on any children if the spouse's birthday comes first in the Calendar Year for this Plan to be cover as secondary. Coverage for the children, by the spouse, is not required if the birthday of the Employee covered under this Plan comes first in the Calendar Year. However, if the spouse's medical health care coverage premium for minimal health coverage exceeds \$150 per month, then they may pay an alternate premium amount of \$250 per month to be on this Plan.

► FROM:

3. Under federal law, the Employee's **married or unmarried** child who:
 - a) is a natural child; legally adopted child; or stepchild;
 - b) has not yet reached their 26th birthday;

- c) does not have their own employer coverage available, if the parent is covered under a group health plan that was in existence on March 23, 2010 (applies to a grandfathered plan only).

TO:

- 3. Under federal law, the Employee's **married or unmarried** child who:
 - a) is a natural child; legally adopted child; or stepchild;
 - b) has not yet reached their 26th birthday;
 - c) may have their own employer coverage available.

7) UNDER THE SECTION ENTITLED "CLAIMS INFORMATION" THE FOLLOWING HAS BEEN ADDED:

REQUEST FOR EXTERNAL REVIEW BY AN INDEPENDENT REVIEW ORGANIZATION: Before the Covered Person (or the authorized representative of the Covered Person) requests an external review, the Third Party Administrator must be allowed to reconsider the denial through the Internal Review process. The Internal Review process may be bypassed, and go directly to an External Review by an Independent Review Organization, provided permission is granted by the Covered Person (or the authorized representative of the Covered Person). If an External Review is first, instead of an Internal Review, the Covered Person will lose the right of reconsideration and Internal Review by the Third Party Administrator. The Third Party Administrator will not grant any reconsideration or Internal Review after a decision has been made by the Independent Review Organization.

An External Review by an Independent Review Organization must be requested within 180 Calendar days of receiving notice of the denial from the Internal Review. The Covered Person (or the authorized representative of the Covered Person) may ask for the External review, without the Provider's permission. The Provider must have written consent from the Covered Person (or the authorized representative of the Covered Person) to request a review. The external Review is at no cost to the Covered Person (or the authorized representative of the Covered Person).


The Independent Review Organization must provide a decision within thirty (30) Calendar days from the date of request for the External Review.

For further information on how this works or how to ask for an External Review, please contact the Third Party Administrator.

COSHOCTON COUNTY COMMISSIONERS HAS CAUSED THIS AMENDMENT #8 TO TAKE EFFECT AS OF 12:01 A.M. STANDARD TIME ON OCTOBER 1, 2011.

ACCEPTED THIS 26th DAY OF October, 2011 BY THE FOLLOWING DULY AUTHORIZED OFFICER OF THE EMPLOYER.

COSHOCTON COUNTY COMMISSIONERS, BY:



Signature

Commissioner Chairman

Title

A photocopy or facsimile of this Page shall be as valid as the original.