



# 2023 Individual Health Insurance Policy

THIS POLICY IS NOT A MEDICARE POLICY: If you are eligible for Medicare, contact our office directly or review plans our on website: <https://www.mountainhealth.coop/medicare-supplement-mt>

*This Individual Policy does not include coverage for pediatric dental care, which is considered an essential health benefit under the Affordable Care Act. Pediatric dental care is available in the market and can be purchased as a stand-alone product. Please contact your insurance agent, a stand-alone dental insurance provider or Your Health Idaho if you wish to purchase a stand-alone dental care product*

# Individual Health Insurance Policy

In this Policy, the Policyholder is referred to as “You” or “Your.” Mountain Health Cooperative is referred to as “We”, “Our”, “Us”, “the Company”, or the CO-OP.

## **THIS IS A LEGAL CONTRACT BETWEEN YOU AND US. READ YOUR POLICY CAREFULLY.**

We will pay the Covered Medical Expenses for Covered Benefits as set forth in this Policy after the Effective Date of this Policy and before the Policy terminates conditioned upon the following: (1) All statements made in the application or statements of health are true and accurate; (2) We receive timely premium payments. Payment of premiums is a condition precedent to coverage in accordance with the Termination of Insurance and Grace Period under this Policy.

Benefit payment is governed by all the terms, conditions and limitations of this Policy. This Policy is effective on the Policy Effective Date shown in the Summary of Benefits and Coverage (SBC) at 11:59:59 p.m. local time at Your place of residence. This Policy is issued in consideration of the application for this Policy and payment of the initial premium.

**RIGHT TO EXAMINE THE POLICY:** If, for any reason, You are not completely satisfied with this Policy, You may cancel this Policy by returning it to Us or to any agent appointed by Us within 10 days after You receive it. Returning this Policy to Us will void it from the Policy Effective Date of this Policy, and We will promptly refund Your entire premium payment.

**GUARANTEED RENEWABLE:** This Policy is Guaranteed Renewable. This means that We may not, on Our own, cancel or reduce coverage provided under this Policy. Subject to the Grace Period and Termination provisions in this Policy, this Policy will remain in force as long as the required premiums are paid when due. We may change Your premium but only if We change the premium on all similar policies in force in Your state.

**Signed for Mountain Health CO-OP**



**Chief Executive Officer**  
Richard Miltenberger

## **IMPORTANT NOTICE**

PLEASE READ THE COPY OF THE APPLICATION ATTACHED TO THIS POLICY. IF ANY INFORMATION ON THE APPLICATION IS NOT TRUE AND COMPLETE, WRITE TO US AT THE CUSTOMER SERVICE ADDRESS ON PAGE 6 WITHIN 10 DAYS. THE APPLICATION IS A PART OF THIS POLICY. THIS POLICY IS ISSUED ON THE BASIS THAT THE ANSWERS TO ALL QUESTIONS AND THE INFORMATION SHOWN ON THE APPLICATION ARE CORRECT AND COMPLETE.

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# IMPORTANT INFORMATION

The CO-OP is pleased to provide You with this Policy for Covered Member Covered Member'. This Policy provides a Provider Network through which Covered Member Covered Member's may obtain medical care and services while maximizing Your Covered Benefits. However, Covered Member Covered Member's also may elect to receive services from an Out-of-Network Provider. When Covered Member Covered Member's receive services from an In-Network Provider, generally benefits will be payable at a higher level. When services are provided by an Out-of-Network Provider, generally, benefits are payable at a lower level. You can obtain a list from our In-Network Provider Directory on the CO-OP's website at <https://mountainhealth.coop/>.

## IMPORTANT NOTICE TO PERSONS ON MEDICARE THIS INSURANCE DUPLICATES SOME MEDICARE BENEFITS

This is not Medicare Supplement Insurance.

This insurance provides limited benefits, if you meet the policy conditions, for expenses relating to the specific services listed in the policy. It does not pay your Medicare deductibles or coinsurance and is not a substitute for Medicare Supplement insurance.

This insurance duplicates Medicare benefits when:

- the benefits stated in the policy and coverage for the same event is provided by Medicare

Medicare pays extensive benefits for medically necessary services regardless of the reason you need them. These include:

- hospitalization
- physician services
- (outpatient prescription drugs if you are enrolled in Medicare Part D)
- other approved items and services

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## POLICY AND CUSTOMER SERVICES – UNIVERSITY OF UTAH HEALTH PLANS

Our Third-Party Administrator, University of Utah Health Plans, (also referred to as “U of U Health Plans” in this Policy) administers the following services for this Policy:

- Benefit Inquiries
- Claims & Customer Service
- Complaints, Grievances and Appeals
- Preauthorization
- Utilization Review Management Program
- Complex Care Management
- Population Health Management
- Prescription Drug Benefit Program

## Contact University of Utah Health Plans Customer Service:

- Customer Service phone number: 855-447-2900
- Address for Customer Service:  
University of Utah Health Plans  
PO Box 45180  
Salt Lake City UT 84145
- Address for Claim Submissions:  
University of Utah Health Plans  
Attn: The CO-OP  
PO Box 45180  
Salt Lake City UT 84145
- Address for Complaints, Grievances and Appeals:  
University of Utah Health Plans Appeals Committee Chairperson  
Attn: The CO-OP  
6053 Fashion Square Dr. Suite 110  
Murray, UT 84107  
<https://mountainhealth.coop/>

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## OTHER IMPORTANT CONTACT INFORMATION

- **U.S. Employee Benefits Security Administration:** 866-444-EBSA (3272)
- Idaho Department of Insurance  
Consumer Affairs  
700 W State Street, 3<sup>rd</sup> Floor  
PO Box 83720  
Boise ID 83720-0043  
Phone number: (800) 721-3272 or (208) 334-4250  
[www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

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## CONTACT THE CO-OP

Please contact the CO-OP for billing and enrollment questions:

- Telephone Number: (855) 447-2900
- Address: The CO-OP, PO Box 5358, Helena, MT 59604
- Website Address: <https://mountainhealth.coop/>

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## IMPORTANT NOTICES:

### Pediatric Dental Coverage Not Included

The policy you are applying for does not include coverage for pediatric dental care, which is considered an essential health benefit under the Affordable Care Act. Pediatric dental care is available in the market and care be purchased as a stand-alone product. Please contact your insurance agent, your health insurance company or Your Health Idaho if you wish to purchase a stand-alone dental care product.

## **COVERED MEMBER COVERED MEMBER 'S RIGHTS AND RESPONSIBILITIES STATEMENT**

A Covered Member Covered Member has the right to:

1. Receive information about the organization: its services; its practitioners and providers; and Covered Member Covered Member rights and responsibilities.
2. To be treated with respect and recognition of their dignity and their right to privacy.
3. To participate with practitioners in making decisions about their health care.
4. A candid discussion of appropriate or medically necessary treatment options for their conditions, regardless of cost or benefit coverage.
5. Voice complaints or appeals about the organization or the care it provides.
6. Make recommendations regarding the organization's Covered Member Covered Member rights and responsibilities policy.

A Covered Member Covered Member has the responsibility to:

1. Supply information (to the extent possible) that the organization and its practitioners and providers need in order to provide care.
2. Follow plans and instructions for care that they have agreed to with their practitioners.
3. Understand their health problems and participate in developing mutually agreed-upon treatment goals, to the degree possible.

## **COVERED MEMBER COVERED MEMBER INFORMATION**

In this Notice, "Organization" means the CO-OP.

The organization provides the following written information to its subscribers upon enrollment and annually thereafter:

1. Benefits and services included in, and excluded from, coverage.
2. Pharmaceutical management procedures, if they exist.
3. Copayments and other charges for which Covered Member Covered Member's are responsible.
4. Benefit restrictions that apply to services obtained outside the organization's system or service area.
5. How to obtain language assistance.
6. How to submit a claim for covered services, if applicable.
7. How to obtain information about practitioners who participate in the organization.
8. How to obtain primary care services, including points of access.
9. How to obtain specialty care and behavioral healthcare services and hospital services.

10. How to obtain care after normal office hours.
11. How to obtain emergency care, including the organization's policy on when to directly access emergency care or use 911 services.
12. How to obtain care and coverage when subscribers are out of the organization's service area.
13. How to voice a complaint.
14. How to appeal a decision that adversely affects coverage, benefits or a Covered Member Covered Member 's relationship with the organization.
15. How the organization evaluates new technology for inclusion as a covered benefit.

# SECTION 1—DEFINITIONS

The following are key words used in this Policy. When they are used, they are capitalized. Also, some terms are capitalized and described within the SBC or the provisions in which they appear in this Policy.

**Accident** means an unexpected traumatic incident causing bodily injury to the Covered Member Covered Member that is the direct cause of the condition for which benefits are provided, independent of disease or bodily infirmity or any other cause, and that occurs while coverage under this Policy is in force for the Covered Member Covered Member . It does not include injuries for which: Benefits are provided under workers' compensation, employers' liability, or similar law; or Under a motor vehicle no-fault plan, unless prohibited by law; or injuries occurring while the Covered Member is engaged in any activity pertaining to a trade, business, employment or occupation for wage or profit.

**Advanced Practice Nurse** a registered professional nurse who has completed educational requirements related to the nurse's specific practice role, in addition to basic nursing education, as specified by the board pursuant to state law.

**Affordable Care Act** means the federal Patient Protection and Affordable Care Act (PPACA) that was signed into law on March 23, 2010.

## **Allowable Fee/Allowable Amount**

means the maximum amount on which payment is based for covered health services for both In-Network and Out-of-Network Providers. The allowable fee will be based on but not limited to one or more of the following:

1. Medicare RBRVS based is a system established by Medicare to pay physicians for a "work unit." The RBRVS value is determined by multiplying a "relative value" of the service by a "converter" to determine the value for a certain procedure.
2. Diagnosis-related group (DRG) methodology is a system used to classify hospital cases into groups that are expected to have similar hospital resource use. Payment for each DRG is based on diagnoses, procedures, age, sex, expected discharge date, discharge status, and the presence of complications. The amount of payment for each DRG is generally within a fixed range.
3. Provider's billed charge or a discount from the Provider's billed charge.
4. Case rate methodology which provides an all-inclusive rate for an episode of care.
5. Per diem methodology which provides an all-inclusive daily rate paid to a facility.
6. Flat fee or a flat rate.
7. The amount negotiated with the pharmacy benefit manager or manufacturer or the actual price for prescription or drugs.

**Annual Out-of-Pocket Maximum** The most you have to pay for covered services in a



plan year. After you spend this amount on deductibles, copayments, and coinsurance, your health plan pays 100% of the costs of Covered Benefits. The out-of-pocket limit doesn't include your monthly premiums.

The Annual Out-of-Pocket Maximum includes the following:

1. Calendar Year Deductible;
2. Copayments; and
3. Coinsurance.

#### Family Limit for the Annual Out-of-Pocket Maximum

The Family Annual Out-of-Pocket Maximum is reached when two or more Family members, who are covered under this Policy, have incurred and paid deductibles, copays, and co-insurance equal to the amount listed in the SBC for that specific plan. When the total out-of-pocket expense is reached within the Calendar Year of the effective policy, We then will pay 100% of Covered Medical Expenses incurred by all Family members for the remainder of the Calendar Year. The total of out-of-pocket medical expenses returns to zero at the end of the calendar year, and the accumulation would begin again for the new calendar year.

**Balance Billing** means a provider bills you for the difference between the provider's charge and the Allowable Amount. For example, if the provider's charge is \$100 and the allowed amount is \$70, the provider may bill you for the remaining \$30. An In-Network provider may not balance bill you for covered services.

**Coinsurance** means a percentage amount a Covered Member is responsible to pay out-of-pocket for health care services after satisfaction of the applicable deductibles or copayments, or both. The Coinsurance is applied to the Allowable Fee for Covered Medical Expenses incurred for Covered Benefits. The Coinsurance amount is shown in the SBC, and applies to the Out-of Pocket Maximum. No further co-insurance is assessed when the Out-of Pocket Maximum is met.

**Complication of Pregnancy** means involuntary complications of pregnancy, when the pregnancy is not terminated, diagnoses that are distinct from pregnancy or caused by pregnancy, but are adversely affected by pregnancy, are covered when medically necessary. This includes but is not limited to acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, physician prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and cesarean section delivery, ectopic pregnancy which is terminated, spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is no possible, puerperal infection, eclampsia, and toxemia.

**Copay or Copayment** means a fixed dollar amount the Covered Member is required to pay for specifically listed Covered Benefits as shown in the SBC. Copayments are generally paid to the Provider at time of service. Copayments apply towards the satisfaction of the Out-of-Pocket Maximum.

**Convalescent Home** means an institution, or distinct part of such institution, other than a Hospital, which is licensed pursuant to state or local law. A Convalescent Home is: (1) a Skilled Nursing Facility; (2) an Extended Care Facility; (3) an Extended Care Unit; or (4) a Transitional Care Unit.

The facility must be licensed under the laws; be approved to receive Medicare payment; provide twenty-four hour per day skilled nursing care under the supervision of a licensed physician; maintain daily medical records; the care provided is under the supervision of a registered nurse. The facility is not a home or part of a home, is not primarily used for rest, substance or alcohol abuse treatment, mental disease, education or custodial care.

**Covered Benefits** means all Medically Necessary services, supplies, medications and devices covered under this Policy as provided under *Section 5, Covered Benefits*. Covered Benefits are payable as shown in the SBC.

**Covered Dependent** means Your lawful spouse or domestic partner, and any of Your lawful dependent children (as defined in this Policy) who are covered under this Policy. A Covered Dependent must be listed as Your Dependent in Your Application for this Policy and approved by Us. The required premium for the Covered Dependent's coverage under this Policy must be paid.

**Covered Medical Expense** means expenses incurred for Medically Necessary Covered Benefits that are based on the Allowable Fee and:

1. Covered under this Policy;
2. Provided to the Covered Member by and/or prescribed by a Covered Provider for the diagnosis or treatment of an active Illness, Injury, or maternity care.

The Covered Member must be charged for such services, supplies and medications.

**Covered Member** means the Policyowner and/or the Policyowner's Covered Dependents.

**Covered Provider** means a licensed or certified health care practitioner or licensed facility that qualifies to treat the Covered Member for an Illness or Injury for the Covered Benefits provided under this Policy. The services rendered by a provider may, because of the limited scope of the Covered Provider's practice, be covered under this Policy only for certain services provided. To determine if a covered provider is covered under this Policy, We will: (1) review the nature of the services rendered; (2) the extent of licensure; and (3) Our recognition of the provider in connection with the benefits provided under this Policy.

Covered Providers are In-Network Providers and Out-of-Network Providers who have been recognized by Us as a provider of services for Covered Benefits provided under this Policy.

Covered Providers include the following professional providers:

1. A Physician;
2. A Physician Assistant;
3. A Dentist;
4. An Osteopath;
5. A Chiropractor;

6. An Optometrist;
7. A Podiatrist;
8. An Acupuncturist;
9. A Naturopathic Physician;
10. A Licensed Social Worker;
11. A Licensed Professional Counselor;
12. A Physical Therapist or Occupational Therapist;
13. An Advanced Practice Registered Nurse;
14. A Nurse Specialist; and
15. A Registered Nurse First Assistant who performs surgical first assistant services.
16. A Licensed Addiction Counselors,
17. Speech Therapists,
18. Certified Registered Nurse Anesthetists;
19. Dieticians;
20. Certified Nurse Midwives;
21. A Psychologist;
22. Audiologist
23. Licensed marriage and family therapist

Services provided by the professional provider must be within the scope of the Covered Provider's license or certification and appropriate for the care and treatment of the Covered Member's Illness or Injury as provided by the Covered Benefits in this Policy. Services provided by a professional provider other than a Physician may require recommendation by a Physician. The professional provider may not be a member of the Covered Member's Immediate Family.

Covered Providers include the following facility providers:

1. Hospitals;
2. Critical Access Hospitals;
3. Freestanding Surgical Facilities; and
4. Ancillary Care Facilities.

A facility that is a Covered Provider is also referred to as a "Covered Facility."

**Custodial Care** means providing a sheltered, family-type setting for an aged person or disabled adult so as to provide for the person's basic needs of food and shelter and to ensure that a specific person is available to meet those basic needs.

**Deductible** means the amount you pay for covered health care services before your insurance plan starts to pay. With a \$2,000 deductible, for example, you pay the first \$2,000 of covered services yourself. After you pay your deductible if applicable, you usually pay only a copayment or coinsurance for covered services. The Deductible is shown in the SBC. The following do not apply towards satisfaction of the Deductible:

- 1) Services, treatments or supplies that are not covered under this Policy;
- 2) Co-pay amounts paid by the Covered Member ;
- 3) The premium payments paid by the Covered Member ; and
- 4) Amounts billed by Out-of-Network provide above the Allowable Fee.

### *Family Deductible*

The Family Deductible is an aggregate Deductible as is shown in the SBC. The Family Deductible must be satisfied by two or more family members, who are covered under this Policy, during the Calendar Year the policy is in force. Once the Family deductible is met for the Calendar Year, no further payments toward the Family Deductible from Family members will be required for the remainder of that Calendar Year.

**Dependent** means Your:

1. Lawful spouse or domestic partner; and
2. Dependent Child as defined in this Policy.

**Dependent Child or Dependent Children** means Your children who are:

1. Under age 26, regardless of their place of residence, marital status or student status; including: (a) newborn children; (b) stepchildren; (c) legally adopted children; (d) children placed for adoption with the Policyowner in accordance with applicable state or federal law; (e) foster children; and (f) children for whom You are a legal guardian substantiated by a court or administrative order; and
2. Unmarried dependent Disabled Children age 26 and over. Refer to the definition of *Disabled Child*.

A Covered Dependent Child does not include a child who is enrolled for Medicare and Medicaid.

**Domestic Partner** means an interpersonal relationship between two individuals who live together and share a common domestic life, but are neither joined by marriage nor civil union.

**Emergency Medical Condition** means a condition manifesting itself by symptoms of sufficient severity (including severe pain,) means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) so that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in a condition described in EMTALA, including (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, or (3) serious dysfunction of any bodily organ. This definition includes mental health conditions and substance use disorders.

**Emergency Care Services** means health care items or services furnished or required to evaluate and treat an Emergency Medical Condition. Such emergency care services must be provided by or ordered by a licensed health care provider.

**Exchange** means Your Health Idaho through which qualified consumers can compare and purchase insurance from insurance companies. Exchanges are required by the Affordable Care Act.

**Habilitation** means health care services and devices that help a person keep, learn, or improve skills and functioning for daily living (habilitative services). Examples include therapy for a child who is not walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

**Health Insurance Marketplace** means: (1) a State-based Exchange (Your Health Idaho); (2) a Federally-Facilitated Exchange; or (3) an Exchange in partnership with the federal Department of Health and Human Services.

**Home Health Agency** means a public agency or private organization or subdivision of the agency or organization that is engaged in providing home health services to individuals in the place where they live.

**Home Health Services** means a professional nursing services provided to a homebound covered that can only be rendered by a licensed registered nurse (R.N.) or license practical nurse (L.P.N.) provided such nurse does not ordinarily reside in the Covered Member 's household or is not related to the Covered Member by blood or marriage.

**Home Infusion Therapy Agency** means a health care facility that provides home infusion therapy services.

**Home Infusion Therapy Services** means the preparation, administration, or furnishing of parenteral medications or parenteral or enteral nutritional services to an individual in that individual's residence. The services include an educational component for the patient, the patient's caregiver, or the patient's family member.

**Hospice** means a coordinated program of home and inpatient health care that provides or coordinates palliative and supportive care to meet the needs of a terminally ill patient and the patient's family arising out of physical, psychological, spiritual, social, and economic stresses experienced during the final stages of illness and dying and that includes formal bereavement programs as an essential component. The term includes:

1. An Inpatient hospice facility, which is a facility managed directly by a Medicare-certified hospice that meets all Medicare certification regulations for freestanding inpatient hospice facilities; and
2. A residential hospice facility, which is a facility managed directly by a licensed hospice program that can house three or more hospice patients.

**Hospital** means a facility licensed under state law, primarily and continuously engaged in providing or operating, either on its premises or in facilities available to the hospital on a prearranged basis and under the supervision of a staff of licensed physicians, medical, diagnostic, and major surgical facilities for the medical care and treatment of sick or injured persons on an in-patient basis for which a charge is made; and providing twenty-four (24) hour nursing service by or under the supervision of registered nurses.

The term "Hospital" does not include the following even if such facilities are associated with a Hospital:

1. A nursing home;
2. A rest home;
3. A hospice facility;

4. A Rehabilitation/Habilitation facility;
5. A skilled nursing facility;
6. A Convalescent Home;
7. Facilities used primarily for the care of custodial patients, education, aged, drug addicts, alcoholics or facilities contracted for and operated by national government or government agency for treatment of ex-members of the armed services except on an emergency basis.

**Idaho Resident** An individual is an Idaho Resident if the individual is able to provide satisfactory proof of currently residing in Idaho, including without a fixed address, and does not have residency status in any other state. For purposes of this definition, an individual who intends to reside in Idaho may submit an application for insurance, but the individual would not be eligible to begin coverage prior to the individual physically residing in Idaho.

**Illness** means any sickness, infection, disease or any other abnormal physical condition which is not caused by an Injury. Illness includes pregnancy, childbirth and related medical conditions.

**Indian** has the same meaning as defined by Section 4 of the Indian Health Care Improvement Act.

**Indian Services** mean services for Covered Benefits that are provided directly by:

1. An Indian Health Service;
2. An Indian Tribe;
3. A Tribal Organization;
4. An Urban Indian Organization; or
5. Services provided through referral under contract health services; to Covered Member's who are Indians as defined in this Policy.

**Indian Tribe** means any Indian:

1. Tribe;
2. Band;
3. Nation; or
4. Other organized group or community, including:
  - a. Any Alaska Native village; or
  - b. Any regional or village corporation;

as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688; 43 U.S.C. 1601 et seq.), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

**Injury** means physical damage to the Covered Member body, caused directly and independently of all other causes. An Injury is not caused by an Illness, disease or bodily infirmity.

**In-Network Provider** means a Covered Provider who has a participation contract in effect with the Individual PPO Network to provide services to Covered Member's under this Policy. The In-Network Provider's participation contract must be in effect with the Individual PPO Network at the time services are provided for Covered Benefits in order for Covered



Medical Expenses to be eligible for In-Network benefits.

**Inpatient or Inpatient Care** means care and treatment provided to an Covered Member who has been admitted to a facility as a registered bed and who is receiving services, supplies and medications under the direction of a Covered Provider with staff and privileges at the facility. Such facilities include:

1. Hospitals, including state designated Critical Access Hospitals;
2. Transitional care units;
3. Skilled nursing facilities;
4. Convalescent homes; or
5. Freestanding inpatient facilities.

Such facilities must be licensed or certified by the state in which it operates.

**Investigational/Experimental Service** means any technology (service, supply, procedure, treatment, drug, device, facility, equipment or biological product), which is in a developmental stage or has not been proven to improve health outcomes such as length of life, quality of life, and functional ability. A technology is considered investigational if, as determined by Us, it fails to meet any one of the following criteria:

- (a) The service/technology has final approval from the appropriate government regulatory bodies;
- (b) Medical or scientific evidence regarding the service/technology is sufficiently comprehensive to permit well substantiated conclusions concerning the safety and effectiveness of the service/technology;
- (c) The service/technology's overall beneficial effects on health outweigh the overall harmful effects on health;
- (d) The service/technology is as beneficial as any established alternative; and
- (e) The service/technology must show improvement that is attainable outside the investigational setting improvements must be demonstrated when used under the usual conditions of medical practice.

If a service/technology is determined to be investigational, all services associated with the service/technology, including but not limited to associated procedures, treatments, supplies, devices, equipment, facilities or drugs will also be considered investigational.

When used under the usual conditions of medical practice, the service/technology should be reasonably expected to satisfy the criteria of paragraphs (c) and (d) of this subsection.

For Covered Member's enrolled in approved clinical trials, medically necessary routine care furnished in connection with participation in an approved clinical trial will be covered.

Approved clinical trials are phase I, phase II, phase III or phase IV clinical trials conducted in relation to the prevention, detection, or treatment of disease or conditions and:

1. The study or investigation is approved or funded, which may include funding through in-kind contributions, by one or more of the following:
  - a. The national institutes of health;
  - b. The centers for disease control and prevention;
  - c. The agency for healthcare research and quality;
  - d. The centers for Medicare and Medicaid services;
  - e. A cooperative group or center of any of the entities through the department of defense or the department of veteran's affairs; or

- f. A qualified nongovernmental research entity identified in the guidelines issued by the national institutes of health for center support grants;
2. The study or investigation is conducted under an investigational new drug application reviewed by the food and drug administration;
3. The study or investigation is not a new drug trial and therefore exempt from having such an investigational new drug application by the food and drug administration; or
4. The study or investigation has been reviewed and approved by an institutional review board of an institution that has an agreement with the office for human research protections of the United States department of health and human services.

Benefits may be subject to deductible, coinsurance, or copayment requirements.

**Medically Necessary or Medical Necessity** means health care services that a Physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing, or treating an illness, injury, disease, or its symptoms, in a manner that is:

1. in accordance with generally accepted standards of medical practice in the United States;
2. clinically appropriate in terms of type, frequency, extent, site, and duration, and considered effective for the patient's illness, injury or disease;
3. not primarily for the convenience of the patient, physician, or other health care provider;
4. not more costly than an alternative drug, service(s), or supply that is at least as likely to produce equivalent therapeutic or diagnostic results to the diagnosis, injury, disease, or symptoms; and
5. covered under the contract.

When a medical question-of-fact exists, medical necessity shall include the most appropriate available supply or level-of-service for the individual in question, considering potential benefits and harms to the individual, and known to be effective. For interventions not yet in widespread use, the effectiveness shall be based on scientific evidence. For established interventions, the effectiveness shall be based on:

1. scientific evidence;
2. professional standards; and
3. expert opinion.

Medically Necessary for autism spectrum disorders is defined in the Autism Spectrum Benefit below or means any care, treatment, intervention, service, or item that is prescribed, provided, or ordered by a physician or psychologist licensed in this state and that will or is reasonably expected to: (a) prevent the onset of an illness, condition, injury, or disability; (b) reduce or improve the physical, mental, or developmental effects of an illness, condition, injury, or disability; or (c) assist in achieving maximum functional capacity in performing daily activities, taking into account both the functional capacity of the recipient and the functional capacities that are appropriate for a child of the same age.

Medically Necessary for down syndrome is defined in the Down Syndrome Benefit below or means any care, treatment, intervention, service, or item that is prescribed, provided, or ordered by a physician licensed in this state and that will or is reasonably expected to: (a) reduce or improve the physical, mental, or developmental effects of Down syndrome; or (b) assist in achieving maximum functional capacity in performing daily activities, taking into



account both the functional capacity of the recipient and the functional capacities that are appropriate for a child of the same age.

For these purposes, “generally accepted standards of medical practice” means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, Physician Specialty Society recommendations and the view of Physicians practicing in relevant clinical areas and any other relevant factors. We reserve the right to review medical care and/or treatment plans and may consult with Physicians or national medical specialty organizations for advice in determining whether services were Medically Necessary. The fact that services were recommended or performed by a Covered Provider does not make the services Medically Necessary or a Covered Expense.

**Medical Policies** means the policy and utilization review program guidelines used for this Policy. The policy and guidelines are used to determine if health care services including medical and surgical procedures, medication, medical equipment and supplies, processes and technology meet the following nationally accepted criteria:

1. Final approval from the appropriate governmental regulatory agencies;
2. Scientific studies showing conclusive evidence of improved net health outcome; and
3. In accordance with any established standards of good medical practice.

**Mental or Nervous Disorders** means disorders or diseases including neurosis, psychoneurosis, psychosis, and emotional and mental conditions of any kind as defined by the American Psychiatric Association in the Diagnostic and Statistical Manual of Mental Disorders (DSM-IV). Such disorders include but are not limited to: (1) schizophrenia; (2) schizoaffective disorder; (3) bipolar disorder; (4) major depression; (5) panic disorder; (6) obsessive-compulsive disorder; and (7) autism.

**Out-of-Network Provider** means a Covered Provider who does not have a participation contract in effect with the CO-OP In-Network Organization to provide services to Covered Member’s under this Policy. When services are provided by an Out-of-Network Provider, the services provided are Out-of-Network and an Out-of-Network Provider Differential will be applied. Covered Member will be subject to reduced benefits under the plan and will be subject to Balance Billing by the Out-of-Network Provider. Effective January 1, 2022, when You receive Emergency Care or get treated by an Out-Of-Network Provider at an In-Network hospital or ambulatory surgical center, You are protected from surprise/balance billing. See “Surprise Billing” in this Policy for additional information.

To maximize your plan’s benefits, always make sure your healthcare provider is a CO-OP In-Network Provider.

**Out-of-Network Provider Differential** means the percentage by which the Allowable Fee is reduced to determine the amount this Policy will pay for Covered Benefits provided by Out-of- Network Providers.

**Outpatient** means treatment or services that are provided when the Covered Member is not confined as a bed patient in a Covered Facility. This includes outpatient treatment at a Covered Facility as well as visits to a Physician or other Covered Providers.

**Physician** means a person licensed to practice medicine in the state where the service is provided. A Physician is also a Covered Provider.

**Physician Specialist** means a Physician who: (1) has obtained advanced training in various areas of a medical specialty; and (2) is board-certified in that specialty. Physician Specialist includes, but is not limited to: (1) Anesthesiologists; (2) Dermatologists; (3) Ophthalmologists; (4) Orthopedic Surgeons; (5) Psychiatrists; (6) Radiation Oncologist; and (7) Surgeons. Physician Specialist does not include: (1) a Family Practice Physician; (2) an Internal Medicine Physician; or (3) an obstetrician; or (4) gynecologist.

**Policy Effective Date or Effective Date** means the date on which this Policy becomes effective. The Policy Effective Date is shown in the SBC.

**Policyowner** means the person to whom this Policy is issued and is named as the Policyowner in the SBC. The Policyowner is the owner of this Policy, which means the Policyowner may exercise the rights set forth in this Policy. On the Policy Effective Date, the Policyowner is as designated in the application for this Policy. The Policyowner is also referred to as “You” or “Your”.

**Qualified Payment Amount** means the median of contracted rates for a specific service in the same geographic region within the same insurance market.

**In-Network Mail Order Pharmacy** as listed in our provider directory means a mail order pharmacy which has a participation contract in effect with the U of U Health Plans.

**Primary Care Physician (PCP)** means a provider who is:  
Acting within the scope of the Covered Member license; and includes the following providers: (1) Family Practice (FP); (2) Internal Medicine (IM); (3) Pediatrician (MD); (4) Obstetrics and Gynecology (OBGYN); (5) Gynecologist (GYN); (6) Geriatrician (MD); (7) Osteopath (DO); and (8) other providers performing services for Covered Member’s in connection with the services provided by preceding specified providers, listed in (1) through (7), including: (a) Registered Nurse (RN); (b) Advanced Practical Registered Nurse (APRN); (c) Nurse Practitioner (NP); (d) Certified Nurse Midwife (CNM); and (e) Physician’s Assistant (PA).

**Rehabilitation** means health care services and devices that help a person regain, relearn, maintain or prevent deterioration of skills and functioning that have been acquired but then lost or impaired due to illness, injury or disabling condition. These services may include physical and occupational therapy, speech-language pathology in a variety of inpatient and/or outpatient settings.

**Scientific Evidence** means:

1. Scientific studies published in or accepted for publication by medical journals that meet nationally recognized requirements for scientific manuscripts and that submit most of their published articles for review by experts who are not part of the editorial staff; or
2. Findings, studies, or research conducted by or under the auspices of federal

government agencies and nationally recognized federal research institutes.

Scientific Evidence does not include published, peer-reviewed literature sponsored to a significant extent by a pharmaceutical manufacturing company or medical device manufacturer, or a single study without other supportable studies.

**Skilled Nursing Facility** *(Refer to the definition of Convalescent Home).*

**Surgery** means manual procedures that: (a) involve cutting of body tissue; (b) debridement or permanent joining of body tissue for repair of wounds; (c) treatment of fractured bones or dislocated joints; (d) endoscopic procedures; and (e) other manual procedures when used in lieu of cutting for purposes of removal, destruction or repair of body tissue.

**Tier** may be used to define value. Tier 1 provides the best value from the perspective of Copays and Deductible. Tier 2 will represent a higher out of pocket costs.

**Treatment** means medical care, services or treatment or course of treatment which is ordered, prescribed and/or provided by a Physician to diagnose or treat an Injury or Illness, including:

1. Confinement, Inpatient or Outpatient services or procedures; and
2. Drugs, supplies, equipment, or devices.

The fact that a Treatment was ordered or provided by a Physician does not, of itself, mean that the Treatment will be determined to be Medically Necessary.

**Urgent Care Centers** means:

Freestanding Facilities for Acute Care for an illness, injury or condition serious enough that a reasonable person would seek care right away, but not so severe as to require Emergency Room Care.

If a condition requiring Urgent Care develops, You may go to the nearest Urgent Care Center, Physician's office, or any other Provider for treatment. This treatment may be subject to a Copayment and/or Coinsurance. Examples of Urgent Care conditions include fractures, lacerations, or severe abdominal pain.

## SECTION 2—WHEN COVERAGE TAKES EFFECT AND TERMINATES

If this Policy was purchased on the Exchange (Your Health Idaho), the eligibility for coverage and termination provisions in this Section are subject to the Exchange rules governing eligibility, termination and any continued coverage provisions in this Policy.

In general, an applicant may apply for or change coverage in a Policy during an annual open enrollment period or as a result of a special enrollment period. Special enrollment rights include but may not be limited to birth, adoption, marriage, divorce, legal separation, loss of minimum essential coverage, loss of coverage due to moving outside the service area, and any other event set out by applicable law. If coverage is allowed as a result of a special enrollment right, application must be made for coverage within sixty (60) days from the date of the special enrollment event. Coverage is contingent upon timely application and payment of the appropriate premium as established by the Your Health Idaho and Us.

### ELIGIBILITY FOR COVERAGE

#### POLICYOWNER

This Policy is issued to You based on Your application for this insurance and payment of the initial premium. Your insurance coverage under this Policy is effective on the Policy Effective Date.

#### ELIGIBLE DEPENDENTS

Dependents who are eligible for insurance under this Policy are:

1. Your lawful spouse or domestic partner; and
2. Your or your lawful spouse or domestic partner's Dependent Children, which include:
  - a. Your natural children;
  - b. Your adopted children;
  - c. Your foster children who have been placed in Your home provided You have assumed the legal obligation for total or partial support with the intent that the child resides with You on more than a temporary or short-term basis;
  - d. Your step-children provided You are married to the parent of the child;
  - e. A child for whom You are the legal guardian substantiated by a court order; and
  - f. A child who is the subject of an administrative or court order and for

whom You must provide coverage based on such administrative or court order.

#### *Continued Coverage for Disabled Children*

A Covered Dependent Child, whose insurance under this Policy would otherwise terminate solely due to the attainment of age 26 (the limiting age), will continue to be a Covered Dependent Child while such Covered Dependent Child is and continues to be both:

1. Incapable of self-sustaining employment by reason of intellectual disability or physical disability; and
2. Chiefly dependent upon You for support and maintenance.

Proof of the intellectual or physical disability, and dependency must be furnished to Us by You within thirty-one (31) days of the Covered Dependent Child's attainment of the limiting age and subsequently as may be required by Us. However, We may not require such proof more frequently than annually after the two-year period following the Covered Dependent Child's attainment of the limiting age.

### **WHEN COVERAGE BECOMES EFFECTIVE FOR YOUR DEPENDENTS**

You must enroll Your Dependents for insurance under this Policy. Eligible Dependents who are listed Your application for this Policy, and approved by Us, will be covered under this Policy on the Policy Effective Date. Eligible Dependents who are acquired after the Policy Effective Date may be covered under this Policy as provided under the *New Eligible Dependents* provision.

### **NEW ELIGIBLE DEPENDENTS**

If You acquire a new Eligible Dependent after the Policy Effective Date, You may enroll the new Dependent under this Policy by providing Us with the following:

1. Written notification of the new Eligible Dependent; and
2. Payment of any additional premium required for the new Eligible Dependent's coverage under this Policy.

Such written notification and premium payment must be given to Us within thirty-one (31) days of acquiring the new Eligible Dependent, unless otherwise specified in the *Enrollment Requirements for Newly Adopted and Newborn Children* provision in this Section.

The effective date of coverage under this Policy for the new Eligible Dependent will be the first of the month following the date We receive notification and any due premium for the new Eligible Dependent's coverage, except as provided under the *Enrollment Requirements for Newly Adopted and Newborn Children* provision in this Section. Coverage will begin at 12:01 a.m. local time at Your place of residence. Idaho Time, on the Eligible Dependent's effective date of coverage.

## ENROLLMENT REQUIREMENTS FOR NEWLY ADOPTED AND NEWBORN CHILDREN

### *Adopted Child*

Coverage under this Policy for Your newly adopted child will become effective from and after moment of birth if placed within 60 days of birth, or from the date of Placement, if placed more than 60 days after birth for the purpose of adoption and will continue unless:

1. Placement is disrupted prior to legal adoption; and
2. The child is removed from Placement.

“Placement” means physical placement in the care of the adopting health plan Covered Member. If physical placement is prevented due to the medical needs of the child, “placed” means the date the adopting health plan Covered Member signs an agreement for adoption of the child and assumes financial responsibility for the child. In order for the newly adopted child to be covered under this Policy, You must:

1. Provide us with written notification of the Placement within sixty (60) days from the earlier of the date of adoption or placement for adoption; and
2. Pay any additional premium. The due date for payment of any additional premium, if required, shall be not less than thirty-one (31) days following receipt by You of a billing for the required premium.

### *Newborn Child*

In order for the newborn child to be covered under this Policy, You must:

1. Provide us with written notification of the birth within sixty (60) days of the date of birth; and
2. Pay any additional premium. The due date for payment of any additional premium, if required, shall be not less than thirty-one (31) days following receipt by You of a billing for the required premium.

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## TERMINATION OF INSURANCE

### POLICY TERMINATION BY THE COMPANY

This Policy will terminate at 11:59 p.m. local time at Your place of residence on the earliest of:

1. The end of the period for which no premium is paid, subject to the Grace Period; refer to Section 3;
2. The premium due date following the date We receive Your written request to terminate this Policy;

### SPECIAL ENROLLMENT PERIOD

Should the individual(s) covered under this policy encounter certain life events, such

as death in the family, marriage, domestic partnership, divorce, or adoption or birth of a child (as defined by the ACA), the individual(s) will be allowed a Special Enrollment Period of 60 days from the month of the qualifying event to make appropriate changes in coverage. In the case of marriage or domestic partnership, the effective date of coverage will be not later than the first day of the first month beginning after the date the completed request for enrollment is received.

## **NONRENEWAL OR DISCONTINUANCE OF THIS POLICY BY THE COMPANY**

This Policy will be renewed or continued at Your option. However, We may ~~cancel~~ non-renew or discontinue this Policy only if:

1. You fail to pay premiums in accordance with the terms of this Policy or if We do not receive timely premium payments;
2. You have: (a) performed an act or practice that constitutes fraud; or (2) made an intentional misrepresentation of a material fact under the terms of this Policy;
3. We cease to offer coverage in the individual market in accordance with applicable Idaho State law; or federal law, if applicable;
4. You no longer live, reside, or work in:
  - a. The service area of the In-Network Organization used under this Policy; or
  - b. An area for where We are authorized to do business; or
5. The coverage is terminated uniformly without regard to any health status-related factor of covered individuals.

We will not discontinue offering a particular type of individual health insurance coverage We offer in the individual market unless We discontinue such coverage in accordance with applicable state law and unless:

1. We give notice to each covered individual provided coverage of this Policy type in the individual market of the discontinuation at least ninety (90) days prior to the date of the discontinuation of the coverage, subject to Health Insurance Marketplace guidelines;
2. We offer to each individual in the individual market provided coverage of this Policy type the option to purchase any other individual health coverage currently being offered by Us to individuals in the individual market; and
3. In exercising the option to discontinue coverage of this Policy type and in offering the option of coverage under subparagraph 2 above, We act uniformly, without regard to: (a) the claims experience of individuals; or (b) any health status-related factor of individuals who may become eligible for the coverage.

We will not discontinue offering all health insurance coverage in the individual market unless in accordance with applicable state law and unless:

1. We provide notice of discontinuation to the Director of Insurance and each covered individual at least 180 days prior to the date of the discontinuation of coverage; and
2. All health insurance issued or delivered for issuance in Idaho in the individual market is discontinued; and



3. We provide notice to the Director of the Idaho Department of Insurance at least three (3) working days prior to the notice to the affected individuals, and
4. The Department of Insurance finds that the continuation of the coverage would:
  - a) not be in the best interests of the policyholders or certificate holders; or
  - b) impair the carrier's ability to meet its contractual obligations.

If We discontinue offering all health insurance coverage in the individual market as stated in the above paragraph, We will not provide for the issuance of any health insurance coverage in the individual market during the 5-year period beginning on the date of the discontinuation of the last health insurance coverage not renewed.

### TERMINATION OF INSURANCE OF COVERED DEPENDENTS

A Covered Dependent's coverage will terminate at 11:59 p.m. at Your place of residence on the earliest of:

1. The end of the period for which premium is not paid, subject to the Grace Period;
2. The premium due date following the date a Covered Dependent Child ceases to be an Eligible Dependent as defined in this Policy;
3. The date Your coverage terminates;
4. The premium due date following the date We receive Your written request to terminate Dependent coverage for Your spouse or domestic partner, and/or Dependent Children;
5. The date of death of the Covered Dependent.

Also, refer to *Termination of Coverage for Disabled Child* provision regarding additional termination provisions for disabled children.

#### *Termination of Coverage for Disabled Child*

In addition to the termination provisions indicated above, insurance coverage an Covered Dependent Child who is a disabled child age 27 and over will end on the earliest of:

1. The date the Dependent marries;
2. The date the Dependent obtains self-sustaining employment;
3. The date the Dependent ceases to be disabled;
4. The date the Dependent ceases to be dependent upon You for support and maintenance;
5. Sixty (60) days after a written request for proof of disabled, if proof is not provided within such 60-day period;
6. The date You refuse to allow Us to examine the Dependent Child; or
7. The premium due date following the date We receive Your written request to terminate Dependent coverage under this Policy.



## SUSPENSION OF COVERAGE DURING MILITARY SERVICE

If a Covered Member enters into active duty status for the military or naval service of the United States or any other country, coverage will be suspended as of the first date of active duty status, subject to any Health Insurance Marketplace guideline requirements. We request that You notify Us within thirty-one (31) days of the first date of active duty status; however, coverage will be suspended regardless of receipt of notification. When We receive notification of the active duty status, any required adjustment of premium will be made, including refund of premium if necessary.

Upon termination of active duty status, the Covered Member may request a resumption of coverage if the Covered Member:

1. Meets the eligibility requirements for this Policy as provided in the *Eligible Dependents* provision in this Section 2;
2. Makes the request for resumption of coverage in writing to Us within sixty (60) days of the Covered Member termination of active duty status; and
3. Pays any required premium.

Coverage under this Policy will resume on the date immediately following Our receipt and verification of the above requirements.

## EXTENSION OF BENEFITS FOR MATERNITY

In the event We cancel this policy (as opposed to termination), benefits for pregnancy will be provided for a pregnancy commencing while this policy was in force and for which benefits would have been payable.

## EXTENSION OF BENEFITS FOR CONTINUOUS LOSS

A continuous loss is a single inpatient stay plus any inpatient readmissions within 30 days of discharge. If the policy terminates while the Covered Member is experiencing a continuous loss, the CO-OP will continue to provide benefits after the termination date for covered expenses incurred during the continuous loss. This extension of benefits for continuous loss beyond the period the policy is in force is subject to any benefit limitations such as day/visit limits or payment of maximum benefits.

# SECTION 3—PREMIUMS

## PAYMENT OF PREMIUM

All premium, any charges or fees for this Policy (hereinafter referred to as “premium”) must be paid to Us. The premium for this Policy is shown in the SBC. If You do not pay premiums when due, this Policy will terminate subject to any applicable *Grace Period*. The Premium Due Date is shown in the SBC. If coverage is cancelled during this policy year for non-payment and You wish to re-enroll in coverage during this year or in the next policy year, you must pay any premium amounts due before We will accept your new enrollment.

## GRACE PERIOD

*THIS GRACE PERIOD PROVISION APPLIES IF THIS POLICY WAS NOT PURCHASED ON THE EXCHANGE OR IF THE ON EXCHANGE POLICY DID NOT QUALIFY FOR ADVANCE PAYMENTS OF THE PREMIUM TAX CREDIT (APTC)..*

After the first due premium payment is received by Us in full, if a premium is not paid on or before the date it is due, it may be paid during the next thirty (30) days. These thirty (30) days are called the Grace Period. We will not be responsible for payment of Covered Medical Expenses or Covered Benefits during the Grace Period unless premiums are received during the Grace Period. If any premium is unpaid at the end of the Grace Period, this Policy will automatically terminate at the end of the Grace Period. We must provide Covered Member with not less than thirty (30) days written notice of the due date of the premium. However, We will not terminate this Policy until We have mailed or delivered to You at Your last-known address shown in Our records a written notice, in addition to any billing statement, stating the date this Policy’s termination will become effective.

**GRACE PERIOD—IF POLICY IS PURCHASED ON THE EXCHANGE AND POLICYOWNER IS RECEIVING ADVANCE PAYMENT OF PREMIUM TAX CREDIT (APTC).**

After the first due premium payment is received by Us in full, if a premium is not paid on or before the date it is due, it may be paid during the next ninety (90) days. These ninety (90) days are called the Grace Period.

During the first month of the grace period, We will continue to pay claims incurred for Covered Expenses. During the second and third months of the grace period, We will suspend payment of any claims until We receive the past due premiums. If payment is not received for all outstanding premium by the end of the Grace Period, this Policy will be terminated effective at 11:59:59 p.m. on the last day of the first month of the Grace Period. You will be responsible for the cost of any health care services You receive after the last day of the first month of the grace period.

## PREMIUM RATE CHANGES

Subject to rate requirements applicable in the state of Idaho, where this Policy is issued,

We may change the rates for this Policy on any Policy Anniversary Date after this Policy has been in force for 12 months. However, the rates may be changed sooner than 12 months if a premium increase is necessitated by: (1) a state or federal law; (2) court decision; or (3) rule adopted by an agency of competent jurisdiction of the state or federal government. Any rate change will be made only when We change the rates for all policies in the same rate class on the same form as this Policy that are issued in the state of Idaho.

We will give You at least 45 days prior written notice before the effective date of any rate change. The rates will never be changed due to a change in Your health. Such notice will be mailed to the Your last known address as shown in Our records. If We fail to provide the notice as stated in this provision, this Policy will remain in effect at the existing rate with the existing benefits until: (1) the full notice period has expired; or (2) the effective date of the replacement coverage is obtained by You, whichever occurs first.

## PREMIUM REFUND

In the event of termination of this Policy or Your death, We will refund any portion of the advanced premium paid by Covered Member .

### *Third Party Payments for Premiums, Co-Payments, Coinsurance*

Providers may not waive, rebate, give, pay or offer to waive, rebate, give or pay all of part of the Covered Member 's deductible or other out of pocket costs including co-payments, coinsurance, or premiums. We will accept payments of premiums and cost sharing from:

- You
- Your family
- A Ryan White HIV/AIDS Program
- An Indian tribe or tribal organization
- Local, state or federal government programs, including grantees directed by a government program to make payments on its behalf
  
- A private not-for-profit organization when all of the following criteria are met:
  - The assistance is provided on the basis of the Covered Member 's financial need
  - The assistance is provided regardless of your health status
  - The institution/organization is not a healthcare provider
  - The institution/organization is not financially interested. Financially interested institutions/organizations include institutions/organizations that receive the majority of their funding from entities with a pecuniary interest in the payment of health insurance claims, or institutions/organizations that are subject to direct or indirect control of entities with a pecuniary interest in the payment of health insurance claims.

We do not count any financially interested third party cost-sharing payments toward deductibles or out of pocket maximums. If We discover financially interested third party payments of this type after the fact and these payments have already been counted toward the deductible or out of pocket maximum, We will exclude the financially interested third party from the accumulation toward the deductible or out of pocket maximum.

A violation of this provision will result in the premium and cost sharing payments not being accepted which may result in the retroactive termination or cancellation of coverage. Should We reject a payment from a third party, we will inform you in writing of the reason for our rejection and your right to file a complaint with the Idaho Department of Insurance.

## SECTION 4—IN-NETWORK PROVIDER NETWORK OPTION

The participation status of a provider in the network will impact the amount that We pay for Covered Medical Expenses. Providers that have signed an agreement to participate in our network are considered In-Network Providers. Providers that have not signed an agreement with Us to participate in our network are considered Out-of-Network Providers. You are responsible for determining whether a provider is an In-Network Provider or an Out-of-Network Provider.

It is not safe to assume that when you are treated at an In-Network Facility, all services are performed by In-Network Providers. Whenever possible, you should arrange for professional services, such as surgery and anesthesiology, to be provided by an In-Network provider. Doing so will help you maximize your benefits and limit your out-of-pocket expenses.

**Risk-sharing Arrangements** By agreement, an In-Network provider may not bill a Covered Member for any amount in excess of the contracted Allowable Fee. However, the agreement does not prohibit the provider from collecting copayments, deductibles, co-insurance, and amounts for non-covered services from the Covered Member. And, if the CO-OP was to become insolvent, an In-Network provider agrees to continue to provide Covered Services to a Covered Member for the duration of the period for which premium was paid to the CO-OP on behalf of the Covered Member. Again, the In-Network provider may only collect applicable copayments, deductibles, co-insurance, and amounts for non-covered services from the Covered Member.

### HOW TO SELECT A PRIMARY CARE PHYSICIAN – IN-NETWORK PROVIDER

At the time the Covered Member submits an application they can select a Primary Care Physician or when they receive their ID cards they can call the number specified on the back of the card to select an In-Network Primary Care Physician.

The Covered Member may change their primary care provider at any time simply by calling the specified number on the back of their ID card and requesting a new In-Network Primary Care Physician.

If the Covered Member's In-Network provider stops participating then the Covered Member may request continued treatment from that provider for a period of time after the provider stops participating for a period of 90 days or until the next policy renewal date, whichever is longer. For pregnancy, the continuity of care period is through the postpartum period. However, to qualify for continuity of care, the provider must: (1) agree that the Covered Member is in an active course of treatment as defined by ARM 6.6.5908; (2) agree to accept the same allowed amount as the provider would have accepted if the provider had remained a In-Network Provider; and (3) agree not to seek payment from the Covered Member of any amount for which the Covered Member would not have been responsible if the provider had remained an in-network provider. Continuity of care protections are only for an active course of treatment and are not required for routine primary and preventive care.

## WHY IT'S IMPORTANT TO CHOOSE A PRIMARY CARE PHYSICIAN

We strongly encourage all Covered Member's to select an In-Network Primary Care Physician (PCP). Note that once the In-Network Primary Care Physician is selected by the Covered Member or assigned by the CO-OP the Covered Member has no further responsibility to the Primary Care Physician. The assignment of the In-Network Primary Care Physician allows the CO-OP to better track the quality of care being provided and enables the CO-OP and In-Network Physicians to provide educational and medical advice specifically tailored to the needs of that Covered Member.

The In-Network Primary Care Physician is an advisory service to the Covered Member and does not control the medical service a Covered Member may seek. Covered Benefits provided under this Policy are described in Section 5. However, by seeing your PCP on a regular basis and calling him or her first when You have an urgent concern, You will stay healthier and experience fewer medical and ER visits, which means lower Out-of-Pockets costs for You. Your PCP can help You manage any chronic conditions You may have and make personalized recommendations to improve your health.

## ARE OUT-OF-NETWORK SERVICES COVERED?

The Covered Member may choose to receive services from an Out-of-Network provider. Benefits will be payable at a lower level when an Out-of-Network Provider is voluntarily used. An Out-of-Network Provider Differential will be applied. The Covered Member should be aware that Out-of-Network providers and facilities may choose to bill Covered Member the difference between Our Allowable Fee and their billed charge which is a practice known as balance billing). Covered Member will be responsible for the balance billed amount and that balance billed amount could be very large. Covered Member should avoid using Out-of-Network Providers. Refer to the SBC for specific benefit information. Out-of-Network Benefits provided under this Policy are described in Section 5. In certain circumstances, we may directly reimburse the Covered Member for services/supplies obtained from Out-of-Network providers. Effective January 1, 2023, when You receive emergency care or get treated by an Out-Of-Network Provider at an In-Network hospital or ambulatory surgical center, You are protected from surprise/balance billing. See "Surprise Billing" in this Policy for additional information.

## WHAT ARE THE RESPONSIBILITIES OF THE COVERED MEMBER WHEN USING IN-NETWORK PROVIDERS?

The Covered Member is responsible for ensuring that providers and facilities, at the time of service, are active In-Network Providers participating in the In-Network Organization. It is the responsibility of the Covered Member to utilize the providers and facilities that best meet their needs, keeping in mind the different benefits and payment levels. Covered Benefits provided under this Policy are described in Section 5.

## IN-NETWORK ORGANIZATION

The In-Network Provider Organization used for this Policy is administered by University of Utah Health Plans, as shown on page 4, *Important Information*.

## OUT-OF-NETWORK EMERGENCY SERVICES

If the Covered Member requires Emergency Services for an Emergency Medical Condition, while the Covered Member is traveling outside of the Service Area of the In-Network Organization, or cannot reasonably reach an In-Network Provider, the benefits payable for Emergency Services received from an Out-of-Network Provider will be the same as would be payable for the services of an In-Network Provider. Your covered expenses are based on Our Qualified Payment Amount (QPA) and You are not subject to Balance Billing by the Out-of-Network Provider. Effective January 1, 2023, when You receive emergency care or get treated by an Out-Of-Network Provider at an In-Network hospital or ambulatory surgical center, You are protected from surprise/balance billing. See "Surprise Billing" in this Policy for additional information.

If you are admitted to a hospital as an inpatient following the stabilization of your emergency condition, your physician or hospital should contact our Medical Management team at (855) 447-2900 as soon as possible to make a benefit determination on your admission. If you are admitted to an Out-of-Network hospital, the CO-OP may require you to transfer to an In-Network facility once your condition is stabilized in order to continue receiving benefits at the In-Network provider level. Refer to the SBC for Emergency Services benefit detail.

## SECTION 5—COVERED BENEFITS

This Policy will pay Covered Medical Expenses for the following Covered Benefits when services are provided by a Covered Provider.

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### PAYMENT OF BENEFITS

Payment to providers is based on the Allowable Fee. In-Network Providers agree to accept payment of the Allowable Fee for Covered Medical Expenses as full payment. We generally pay In-Network Providers directly.

Out-of-Network Providers have not agreed to accept the Allowable Fee as full payment for Covered Medical Expenses. Out-of-Network Providers can bill the difference between the amount that We pay, if any, and the amount of their billed charge (the balance billed amount). Covered Member will be responsible for the balance billed amount. We may pay you directly for Out-Network Providers. Effective January 1, 2022, when You receive Emergency Care or get treated by an Out-Of-Network Provider at an In-Network hospital or ambulatory surgical center, You are protected from surprise/balance billing. See “Surprise Billing” in this Policy for additional information.

Covered Member will be responsible for all copayments, coinsurance and deductibles. Covered Member may be fully responsible for any medical expenses that are not Covered Medical Expenses/Covered Benefits, are not Medically Necessary, are Investigational, and/or for medical expenses for which a benefit maximum has been reached, regardless of whether the provider is an In-Network Provider or an Out-of-Network provider.

Payment of Covered Medical Expenses will be:

1. Based on the Allowable Fee; and
2. Subject to the Deductible, Coinsurance, Copayments, and Annual Out-of-Pocket Maximum stated in the SBC, unless otherwise stated in the SBC or this Section for specified Covered Benefits.

### EXCEPTIONS

#### *When Services Are Provided By an Indian Service*

If the Covered Member who is an Indian, as defined in this Policy, receives services for Covered Benefits directly by:

1. An Indian Health Service;
2. An Indian Tribe;
3. A Tribal Organization;
4. An Urban Indian Organization; or
5. through referral under contract health services;



this Policy will pay Covered Medical Expenses incurred for Covered Benefits on an In-Network basis without the application of: (1) the Deductible; (2) Coinsurance; (3) Annual Out-of-Pocket Maximum; and (4) any applicable Copayments.

However, if services for Covered Benefits shown in Section 5, Covered Benefits, are not rendered directly by an Indian Health Service, an Indian Tribe, a Tribal Organization, an Urban Indian Organization, or through referral under contract health services, this Policy will pay benefits on:

1. An In-Network basis if the Covered Member, who is an Indian as defined in this Policy, obtains services from an In-Network; or
2. An Out-of-Network basis if the Covered Member, who is an Indian as defined in this Policy, obtains services from an Out-of-Network; and

the Deductible, Coinsurance, Annual Out-of-Pocket Maximum, and any applicable Copayments will apply.

*Benefits Paid Without Cost-Sharing Requirements for Certain Covered Member's Who Are Indians*

The Deductible, Coinsurance, Annual Out-of-Pocket Maximum, and any applicable Copayments will not apply to an Covered Member who is an Indian, as defined in this Policy, and who:

1. Meets the specific federal government guidelines to exempt such Covered Member from the cost-sharing requirements of this Policy; and
2. Obtains services from either an In-Network Providers or Out-of-Network Providers.

## **BENEFITS ELIGIBLE FOR PAYMENT**

Benefits will be eligible for payment if Covered Medical Expenses are:

1. Incurred for Covered Benefits while the Covered Member is covered under this Policy; and
2. The Treatment for which the Covered Medical Expenses are incurred is:
  - a. The result of an Illness or Injury; and
  - b. Medically Necessary, unless the Covered Benefit is for educational purposes only, as provided under this Policy; and
  - c. Prescribed or treated by a Physician or other Covered Provider as provided under this Policy; and
  - d. Meets Our Medical Policy.



Covered Benefits provided under this Policy are subject to the exclusions, limitations and all terms and conditions specified in this Policy.

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## ACCIDENT BENEFIT

Coverage will be provided for services rendered for bodily Injuries resulting from an Accident which occur after the Covered Member Effective Date of Coverage.

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## AMBULANCE SERVICES

Coverage will be provided for local transportation provided by a licensed ambulance service to the nearest Hospital with the appropriate staff and facilities to treat the Emergency Medical Condition of the Covered Member.

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## ANESTHESIA SERVICES

Anesthesia services provided by a Physician (other than the attending Physician) or nurse anesthetist. Services include: (1) the administration of spinal anesthesia; and (2) the injection or inhalation of a drug or other anesthetic agent. No benefits will be paid for:

1. Local anesthesia or intravenous (IV) sedation that is considered to be an inclusive service or procedure.
2. Hypnosis;
3. Anesthesia consultations before surgery that are considered to be inclusive services and procedures because the Allowable Fee for the anesthesia performed during the surgery includes the anesthesia consultation; or
4. Anesthesia for dental services.

Effective January 1, 2022, when You receive care by an Out-Of-Network Anesthesiologist at an In-Network hospital facility, You are protected from surprise/balance billing. See "Surprise Billing" in this Policy for additional information.

## APPROVED CLINICAL TRIAL

Clinical Trials Charges for unproven medical practices or care, treatment, devices or drugs that are Experimental or Investigational in nature or generally considered Experimental or Investigational by the medical profession as determined solely by the CO-OP and our Third-Party Administrator, UUHP.

The CO-OP does not deny (or limit or impose additional conditions on) the coverage of routine patient costs for items and services furnished in connection with participation in approved clinical trials. Routine patient costs include all items and services consistent with the coverage provided in the plan (or coverage) that is typically covered for a qualified individual who is not enrolled in a clinical trial. Patient costs do not include the

investigational item, device, or service, itself; items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; or a service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

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## AUTISM SPECTRUM DISORDER COVERAGE

Coverage will be provided for the diagnosis and treatment of autism spectrum disorders for a Covered Dependent Child 18 years of age or younger. Coverage under this Benefit will be provided for such Covered Dependent Child who is diagnosed with one of the following disorders as defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders:

1. Autistic Spectrum Disorder;
2. Asperger's Syndrome; or
3. Pervasive Developmental Disorder not otherwise specified. Coverage will include:
  1. Habilitative or rehabilitative care that is prescribed, provided, or ordered by a Physician or a licensed psychologist, including but not limited to: (1) professional, counseling, and guidance services; and (2) Treatment programs that are Medically Necessary to develop and restore, to the maximum extent practicable, the functioning of the covered child;
  2. Medications prescribed by a Physician;
  3. Psychiatric or psychological care; and
  4. Therapeutic care that is provided by: (1) a speech-language pathologist; (2) audiologist; (3) occupational therapist; or (4) physical therapist licensed in this state.

Habilitative and rehabilitative care includes Medically Necessary interactive therapies derived from evidence-based research, such as Applied Behavior Analysis (ABA) Therapy.

Applied behavior analysis covered under this provision must be provided by an individual who is: (a) licensed by the behavior analyst certification board; or (b) certified by the Department of Public Health and Human Services as a family support specialist with an autism endorsement.

### *When Continued Services Are Required*

When treatment is expected to require continued services, We may request that the treating Physician provide a Treatment plan consisting of diagnosis, proposed treatment by type and frequency, the anticipated duration of treatment, the anticipated outcomes stated as goals, and the reasons the treatment is Medically Necessary. The Treatment plan must be based on evidence- based screening criteria. We may ask that the Treatment plan be updated every 6 months.

As used in this provision, "Medically Necessary " means any care, treatment, intervention, service, or item that is prescribed, provided, or ordered by a physician or psychologist licensed in this state and that will or is reasonably expected to:

1. Prevent the onset of an illness, condition, injury, or disability;
2. Reduce or improve the physical, mental, or developmental effects of an illness, condition, injury, or disability; or
3. Assist in achieving maximum functional capacity in performing daily activities, taking into account both the functional capacity of the recipient and the functional capacities that are appropriate for a child of the same age.

For Covered Member's who are over the age of 18 and have autism, coverage is provided under the *Mental Illness* benefit.

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## BLOOD TRANSFUSIONS

Blood transfusions, including: (1) the cost of blood; (2) blood plasma; (3) blood plasma expanders; and (4) packed cells. Storage charges for blood are paid when the Covered Member has blood drawn and stored for the Covered Member own use for a planned surgery.

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## CENTERS OF EXCELLENCE (COE)

Our Centers of Excellence (COE) program promotes the CO-OP's high standards for quality and value of care, which results in improved patient outcomes. COE partners must demonstrate rigorous quality control measures, positive patient outcomes, and cost-efficient healthcare delivery.

Our COE medical categories include, but are not limited to: knee, hip, back, cardiac, cancer, transplants, tertiary care, and other specialty care outside Covered Member geographic.

The criteria to qualify for our COE program includes:

- Knee, hip, back, and cardiac procedures;
- Tertiary care where COE provider(s) has demonstrated excellence in a particular medical front and care is delivered in a unique, focused manner to patients; and
- Medical Management referral.

The use of Our COE program is directed through the Medical Management prior authorization process.

Things You need to know before accessing a COE:

1. To access the CO-OP's travel benefit, You must meet the following criteria:
  - Covered Member's must be pre-approved to use a designated COE facility or practitioner.
  - Standard prior authorization requirements still apply.
2. Designated COE providers may be located out of the CO-OP's primary service area, and Covered Member's may be eligible for travel benefits. All travel-related reimbursement requires prior authorization, which can be obtained by calling (801)

587-2851. Travel expenses related to the Covered Member will only be reimbursed for medical care done at the CO-OP's approved COE and must be more than 120 miles from the Covered Member residence.

3. When Covered Member is pre-approved for services at Our COE facilities and receives pre-approved care at one of Our COE facilities, Covered Member deductible may be waived for that episode for care.

If you have questions, please contact Customer Service at (855) 447-2900.

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## CHEMICAL DEPENDENCY

Coverage for the diagnosis and Treatment of Chemical Dependency will be provided on the same basis as any other Illness. Treatment for Chemical Dependency will consist of both Inpatient and Outpatient Treatment. Preauthorization is required for Inpatient Residential Chemical Dependency Treatment; refer to *Section 6, Utilization Review Management Program*.

"Chemical Dependency" means the abuse of, or psychological or physical dependence on, or addiction to alcohol or a controlled substance and includes alcohol and substance abuse.

"Chemical Dependency Treatment Center" means a treatment facility that:

1. Provides a program for the treatment of alcoholism or drug addiction pursuant to a written treatment plan approved and monitored by a Physician or addiction counselor licensed by the state; and
2. Is licensed or approved as a treatment center by the Department of Public Health and Human Services or is licensed or approved by the state where the facility is located.

### ***Inpatient Treatment Services***

Benefits will be payable for the necessary Treatment of Chemical Dependency when provided in or by:

1. A Hospital;
2. A Physician; or
3. A Freestanding Inpatient Facility which is a part of a Chemical Dependency Treatment Center. Such facility must be approved by the Department of Public Health and Human Services.

Coverage will be provided under this Policy for:

1. Medically monitored and medically managed intensive Inpatient Care services; and
2. Clinically managed high-intensity residential services.

Inpatient Care Services are subject to Plan Notification and Preauthorization. Please refer to Section 6, Utilization Review Management Program.

### ***Outpatient Treatment Services***

Benefits will be payable for Outpatient Treatment of Chemical Dependency when such Treatment is provided in or by:

1. A Hospital;
2. A Chemical Dependency Treatment Center;
3. A Physician or prescribed by a Physician;
4. A licensed psychiatrist;
5. A psychologist;
6. A licensed social worker;
7. A licensed professional counselor; or
8. An addiction counselor licensed by the state.

Outpatient Treatment of Chemical Dependency is subject to the following conditions:

1. The Treatment must be reasonably expected to improve or restore the level of functioning that has been affected by the Chemical Dependency;
2. The Treatment must be provided to diagnose and treat recognized Chemical Dependency;
3. No benefits will be provided for: (a) marriage counseling; (b) hypnotherapy; or (c) services given by a staff member of a school or halfway house.

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## **CHEMOTHERAPY**

Medical Treatment for Cancer using medical/pharmaceutical therapies. Coverage includes the use of drugs approved for use in humans by the U.S. Food and Drug Administration (FDA).

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## **CHIROPRACTIC SERVICES**

Coverage will be provided for services provided by a licensed chiropractor within the scope of the chiropractor's license and practice. Benefits include chiropractic services provided in connection with the detection or correction of manual or mechanical means of:

1. Structural imbalance;

2. Distortion or subluxation in the human body for the purpose of removing nerve interference; and
3. The effects of such, where such interference is the result of or related to the distortion, misalignment, or subluxation in the vertebral column.

Benefits are subject to the Maximum Number of Visits per Calendar Year shown in the SBC.

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## CHRONIC DISEASE MANAGEMENT

Coverage will be provided for chronic disease management services for: (a) diabetes; (b) hypertension (high blood pressure); (c) high cholesterol; and (d) any other chronic disease required by the federal Affordable Care Act. The Covered Member must be diagnosed and receiving treatment for the chronic disease, and the Chronic Disease Management must be prescribed by a Physician.

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## CONGENITAL ANOMALY, INCLUDING CLEFT LIP/PALATE

Coverage will be provided for reconstruction of a congenital anomaly condition existing at or from birth, which is a significant deviation from the common form or function of the body, whether caused by a hereditary or a developmental defect or Disease. In this Policy, the term significant deviation is defined to be a deviation which impairs the function of the body and includes but is not limited to the conditions of the cleft lip, cleft palate, webbed fingers or toes, sixth toes or fingers, or defects of metabolism and other conditions that are medically diagnosed to be Congenital Anomalies. Also included is surgical cochlear implant. Coverage for all these treatments is under the applicable benefit type, such as surgery, prescription drug, habilitative services, etc.

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## CONVALESCENT HOME SERVICES

Coverage will be provided for services of a Convalescent Home as an alternative to Hospital Inpatient Care when:

1. Prescribed by a Physician; and
2. Preauthorization is obtained.

Coverage will be provided for Convalescent Home Physician visits.

No benefits will be payable for Convalescent Home Services if the Covered Member remains an Inpatient at the Convalescent Home when a skilled level of care is not Medically Necessary.

This Policy does not pay for custodial care services.

Benefits will be limited to the Maximum Number Days of Convalescent Home Services per Calendar Year as shown in the SBC.

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## DENTAL SERVICES RELATED TO ACCIDENTAL INJURY

Dental services which are rendered by a Physician or Dentist and required as a result of Accidental Injury to the jaw, sound natural tooth, mouth or face. Such services are covered only for the twelve (12) month period immediately following the date of injury providing the Policy remains in effect during the twelve (12) month period. Injury as a result of chewing or biting and temporomandibular joint (TMJ) disorder are not considered accidental injuries. No benefits are available under this section for orthodontia or orthognathic services.

Benefits are provided for repair of damage to a sound natural tooth, lips, gums and other portions of the mouth, including fractures of the maxilla or mandible. Repair or replacement of damaged dentures, bridges, or other dental appliances is not covered, unless the appliance must be modified or replaced due to accidental injury to a sound natural tooth which are abutting the bridge or denture.

Benefits for accidental dental services under this provision shall be primary to dental benefits available to an Covered Member under another benefit section of this Policy or available under a dental policy of insurance, contract, or underwriting plan that is separate and distinct from this policy.

## DENTAL EXAM

Your plan provides up to a \$100 reimbursement towards one routine dental examination per enrollee each calendar year. Reimbursable services include exams, cleanings and fluoride treatment. Any licensed dental office may be used.

For instructions on how to be reimbursed for this benefit, please visit our website at <https://www.mountainhealth.coop/>

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## DURABLE MEDICAL EQUIPMENT

Coverage will be provided for the purchase or rental of Durable Medical Equipment. The equipment must be appropriate for therapeutic purposes where the Covered Member resides. Benefits will include repairs and necessary maintenance of purchased equipment, not otherwise provided under a manufacturer's warranty or purchase agreement.

"Durable Medical Equipment" means equipment or FDA approved medical devices that are Medically Necessary to aid in the Covered Member recovery, mobility and/or support of life.

Durable Medical Equipment must be: (a) prescribed by a Physician; (b) be able to withstand repeated use (consumables are not covered); (c) primarily used to serve a medical purpose rather than for comfort or convenience; and (d) generally not useful to a person who is not ill or injured.

If a type of equipment is specifically excluded under this Policy, it will not be covered under this Durable Medical Equipment benefit.

Durable Medical Equipment includes, but is not limited to: (a) canes; (b) crutches; (c) walkers;



(d) standard manual or electric wheelchairs; and (e) standard hospital beds.

No benefits will be payable for the following: (1) exercise equipment; (2) car lifts or stair lifts;

(3) biofeedback equipment; (4) self-help devices which are not medical in nature, regardless of the relief they may provide for a medical condition; (5) air conditioners and air purifiers;

(6) whirlpool baths, hot tubs, or saunas; (7) waterbeds; (8) other equipment which is not always used for healing or curing; (9) computerized and “deluxe” equipment life motor-driven wheelchairs or beds when standard equipment is adequate. We will have the right to determine when standard equipment is adequate; (10) durable medical equipment required primarily for use in athletic activities; (11) replacement of lost or stolen durable medical equipment; (12) repair to rental equipment; and (13) duplicate equipment purchased primarily to the Covered Member convenience when the need for duplicate equipment is not medical in nature.

Preauthorization is recommended for the original purchase or replacement of durable medical equipment over the amount indicated in the SBC. Please refer to *Section 6, Utilization Review Management Program*.

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## EDUCATION SERVICES

Coverage will **not** be provided for education services other than diabetic education that are related to the Covered Member medical condition.

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## EMERGENCY SERVICES

Coverage will be provided for emergency services provided in a Hospital’s emergency room for an Emergency Medical Condition. Preauthorization is not required for Emergency Services; however, we recommend that the Covered Member notify Us within 48 hours of the Emergency Service to allow utilization review management to begin working with the Covered Member ,

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## HABILITATIVE CARE

Coverage will be provided for habilitative care services including devices, are provided for a person to attain, maintain or prevent deterioration of a skill or function never learned or acquired due to a disabling condition. These services include, but are not limited to: (1) physical and occupational therapy; (2) speech-language pathology; and (3) other services for people with disabilities. These services may be provided in a variety of Inpatient and/or Outpatient settings as prescribed by a Physician.

These services may be provided in a variety of Inpatient and/or Outpatient settings as prescribed by a Physician.

Inpatient and outpatient coverage for habilitative care and rehabilitative care are subject to the benefit requirements specified in the federal Affordable Care Act. Devices are subject to the benefits shown under Durable Medical Equipment in the SBC.



## HEARING, PEDIATRIC

Coverage will be provided for hearing aids, auditory osseointegrated (bone conduction) devices, cochlear implants and examination for or fitting of them, except for congenital or acquired hearing loss that without intervention may result in cognitive or speech development deficits of a covered dependent child, covering not less than one (1) device every thirty-six (36) months per ear with loss and not less than forty-five (45) language/speech therapy visits during the first twelve (12) months after delivery of the covered device.

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## HOME HEALTH CARE SERVICES

Coverage will be provided for Home Health Care when prescribed by a Physician. Home Health Care services must be provided by a licensed home health agency to a home bound Covered Member in the Covered Member place of residence and is prescribed by the Covered Member attending Physician as part of the Covered Member treatment plan.

Services for home health care include: (1) nursing services; (2) home health aide services; (3) hospice services; (4) physical therapy; (5) occupational therapy; (6) speech therapy; (7) medical social worker; (8) medical supplies and equipment suitable for use in the home; and (9) Medically Necessary personal hygiene, grooming, and dietary assistance. Home health care services do not include prescription drugs or medicines.

Benefits will be limited to the maximum number of home visits, per Calendar Year, shown in the SBC.

No benefits will be payable for:

1. Maintenance or custodial care visits;
2. Domestic or housekeeping services;
3. "Meals-on-Wheels" or similar food arrangements;
4. Visits, services, medical equipment, or supplies not approved or included as part the Covered Member treatment plan for Home Health Care;
5. Services for mental or nervous conditions; or
6. Services provided in a nursing home or skilled nursing facility.

## HOME AND OUTPATIENT INFUSION THERAPY SERVICES

The preparation, administration, or delivery of parenteral medications, or parenteral or enteral nutritional services to a Covered Member by a Home Infusion Therapy Agency or an Outpatient Infusion Pharmacy with infusion suites.

Services provided include, but are not limited to:

- Therapy and drug administration education for the Covered Member, the Covered Member's caregiver, or a family Covered Member.
- Drugs and other diluents necessary for injection or infusion.
- Supplies.
- Equipment.
- Skilled nursing services when billed by a Home Infusion Agency or Outpatient Infusion Pharmacy. (Please note: Skilled Nursing Services billed by a Home Health Agency will be covered under the Home Health Care Benefit.)

Home infusion therapy services must be ordered by a Physician and provided by a licensed Home Infusion Agency or Outpatient Infusion Pharmacy.

Covered Member cost-share may be lower or waived for Covered Member's using CO-OP Preferred Home Infusion or CO-OP Preferred Outpatient Infusion Pharmacy providers.

Preauthorization is required for the infusion therapy benefit and related services. Please refer to the section on Preauthorization.

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## HOSPICE CARE SERVICES

Coverage will be provided for Hospice Care Services. Hospice Care Services is a coordinated program of home care and Inpatient Care that provides or coordinates palliative and supportive care to meet the needs of a terminally ill Covered Member and the Covered Member Immediate Family. Benefits include:

1. Inpatient and Outpatient care;
2. Home care;
3. Skilled nursing care;
4. Respite care provided to a homebound Covered Member as part of the Hospice plan of treatment. The purpose of respite care is to provide the primary caregiver a temporary period of rest from the stress and physical exhaustion involved in caring for the Covered Member at home.
5. Counseling and other support services provided to meet the physical, psychological, spiritual and social needs of the terminally-ill Covered Member; and
6. Instructions for care of the Covered Member, counseling and other support services for the Covered Member's Immediate Family.

No benefits will be payable under this Covered Benefit for:

1. Services that do not require skilled nursing care, including Custodial Care for the convenience of the Covered Member or the Covered Member Immediate Family; and
2. Prescription Drugs.

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## HOSPITAL SERVICES – FACILITY AND PROFESSIONAL

### INPATIENT CARE SERVICES BILLED BY A FACILITY PROVIDER

Coverage will be provided for Inpatient Care Services provided in a Hospital or a state designated Critical Access Hospital. We will not cover Inpatient Care Services and related Covered Medical Expenses if You were inpatient prior to the effective date of a policy provided by Us, (ii.) you had coverage by another insurance plan, and (iii.) that plan is responsible for the payment of the entire inpatient stay. Benefits include the following:

1. Room and Board Accommodations:
  - a. Room and board, which includes special diets and nursing services;
  - b. Intensive care and cardiac care units which include special equipment and concentrated nursing services provided by nurses who are Hospital employees.
2. Miscellaneous Hospital Services:
  - a. Laboratory procedures;
  - b. Operating room, delivery room, and recovery room;
  - c. Anesthetic supplies;
  - d. Surgical supplies;
  - e. Oxygen and use of equipment for the administration;
  - f. X-rays;
  - g. Intravenous Injections and setups for intravenous solutions;
  - h. Special diets when Medically Necessary;
  - i. Respiratory therapy, chemotherapy, radiation therapy, dialysis therapy;
  - j. Physical therapy, speech therapy, and occupational therapy;
  - k. Drugs and medicines which:
    - 1) Are approved for use in humans by the U.S. Food and Drug Administration for the specific diagnosis for which they are prescribed;
    - 2) Are listed in the American Medical Association Drug Evaluation, Physicians' Desk Reference, or Drug Facts and Comparisons; and
    - 3) Require a Physician's written prescription.
3. Inpatient Hospital Physician visits.

Inpatient Care is subject to Plan Notification and Preauthorization. Please refer to *Section 6, Utilization Review Management Program*.

Inpatient Care Services are subject to the following conditions:

1. Days of care:
  - a. The number of days of Inpatient Care provided is 365 days.
  - b. In computing the number of Inpatient Care days available, days will be counted according to the standard midnight census procedure used in most Hospitals. The day the Covered Member is admitted to a Hospital is counted, but the day the Covered Member is discharged is not. If an Covered Member is discharged on the day of admission, one day is counted.
  - c. The day the Covered Member enters a Hospital is the day of admission. The day the Covered Member leaves a Hospital is the day of discharge.
2. The Covered Member will be responsible to the Hospital for payment of its charges if the Covered Member remains as an Inpatient when Inpatient Care is not Medically Necessary. No benefits will be provided for a bed reserved for the Covered Member. No benefits will be paid for Inpatient Care provided primarily for diagnostic or therapy services.

## **OBSERVATION BEDS/ROOMS**

Payment will be made for observation beds when Medically Necessary, and in accordance with Medical Policy guidelines, subject to the following limitations:

1. When the observation bed is provided for less than 48 hours;
2. Benefits for observation beds will not exceed the semi-private room rate that would be billed for an Inpatient Care stay.

## **OUTPATIENT HOSPITAL SERVICES**

Coverage will be provided for ambulatory patient services rendered in the Hospital's outpatient facilities and equipment for: (1) surgery; (2) respiratory therapy; (3) chemotherapy; (4) radiation therapy; and (5) dialysis therapy. Outpatient Hospital facilities include a licensed Hospital's Ambulatory Care Facility or licensed Free-Standing Surgical Facility.

## **LABORATORY SERVICES**

Coverage will be provided for:

1. Diagnostic x-ray examinations;
2. Laboratory and tissue diagnostic examinations; including allergy, generic and pregnancy testing; and
3. Medical diagnostic procedures (machine tests such as EKG,

EEG). Laboratory services include, but are not limited to, the following:

1. Laboratory X-ray Examinations;
  2. Other Radiology Tests, including but not limited to: (a) computerized tomography scan (CT Scan); (b) MRIs; (c) nuclear medicine; and (d) Ultrasound;
  3. Laboratory Tests, including but not limited to: (a) urinalysis; (b) blood tests; and (c) throat cultures;
  4. Diagnostic Testing, including but not limited to: (a) Electroencephalograms (EEG); and  
(b) Electrocardiograms (EKG or ECG).
- Such laboratory services must be:
1. Prescribed by a Physician;
  2. Medically Necessary to find the cause or diagnose an illness or the extent of an Injury; and
  3. Administered by a professional provider who is trained and licensed to perform such services.

This benefit does not include diagnostic services, such as biopsies, which are services that are routinely covered under the *Surgical Services Benefit*.

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## MATERNITY AND NEWBORN CARE SERVICES

Coverage will be provided for maternity services to the Covered Member and the Covered Member Covered Dependents, including: (1) prenatal care; (2) delivery of one or more newborn children; (3) postpartum care and benefits for childbirth; and (4) Hospital Inpatient Care for conditions related directly to pregnancy.

Coverage will include at least:

1. 48 hours of Inpatient Care following a vaginal delivery; and
2. 96 hours of Inpatient Care following delivery by cesarean section for the mother and newborn infant;

for the mother and newborn infant in a Hospital or other Covered Facility. A decision to shorten the length of Inpatient stay to less than that provided above must be made by the newborn's attending Covered Provider and the mother.

Preauthorization will be required if a decision is made to lengthen the time of Inpatient stay to more than the above required period.

Under Federal law, benefits may not be restricted for any Hospital length of stay in connection with childbirth for the mother or newborn child to less than: (1) 48 hours following a vaginal delivery; or (2) 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending Covered Provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, under Federal law, Covered Providers may not be required to obtain Preauthorization from the Utilization

Review Management Program for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Payment for any maternity services by the professional Covered Provider is limited to the Allowable Fee for total maternity care, which includes: (1) delivery; (2) prenatal care; and (3) postpartum care.

## COMPLICATIONS OF PREGNANCY

Involuntary complications of pregnancy, diagnoses that are distinct from pregnancy or caused by pregnancy, but are adversely affected by pregnancy, are covered when medically necessary. This includes but is not limited to cesarean section, ectopic pregnancy which is terminated, spontaneous termination of pregnancy, acute nephritis, and cardiac decompensation.

## NEWBORN INITIAL CARE

Coverage will be provided for the following:

1. The initial health care of a newborn child birth provided by a Physician;
2. Standby care provided by a pediatrician at cesarean section; and
3. Nursery Care – Hospital nursery care of newborn infants.

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## MEDICAL SUPPLIES

Coverage will be provided for the following supplies for use outside of a Hospital:

1. Diabetic supplies, syringes, test strips, glucagon, and other supplies. It is recommended that the Covered Member purchase these supplies under the Prescription Drug Benefit;
2. One insulin pump and pump supplies for each warranty period are covered under the Durable Medical Equipment Benefit;
3. Sterile dressings for conditions such as cancer or burns;
4. Catheters;
5. Splints;
6. Colostomy bags and related supplies; and
7. Supplies for renal dialysis equipment or machines.

Medical supplies will be covered only when: (1) Medically Necessary to treat the Covered Member condition for which benefits are payable under this Policy; and (2) prescribed by Physician.

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## MENTAL HEALTH SERVICES

Coverage will be provided for Inpatient and Outpatient Treatment of Mental Illness. Benefits will be paid on the same basis as any other Illness. Preauthorization is required for Inpatient Residential or intensive Outpatient Treatment.

“Mental Illness” means a clinically significant behavioral or psychological syndrome or pattern that occurs in a person and that is associated with: (1) present distress or a painful symptom;  
(2) a disability or impairment in one or more areas of functioning; or (3) a significantly increased risk of suffering: (a) death; (b) pain; (c) disability; or (d) an important loss of freedom.

Mental Illness must be considered as a manifestation of a behavioral, psychological, or biological dysfunction in a person.

“Mental Health Treatment Center” means a treatment facility organized to provide care and treatment for mental illness through multiple modalities or techniques pursuant to a written treatment plan approved and monitored by an interdisciplinary team, including a licensed physician, psychiatric social worker, and psychologist, and a treatment facility that is: (1) licensed as a Mental Health Treatment Center by the state; (2) funded or eligible for funding under federal or state law; or (3) affiliated with a hospital under a contractual agreement with an established system for patient referral.

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## MENTAL ILLNESS BENEFIT

Coverage will be provided for the necessary care and treatment of Mental Illness and Severe Mental Illness that is no less favorable than the level of benefits provided for other physical Illnesses under this Policy. Benefits will include, but are not limited to:

1. Inpatient Care services, Outpatient services, ~~Emergency Services~~, Rehabilitation services, and medications for the treatment of Mental Illness.
2. Services provided by: (a) a licensed Physician; (b) a licensed Advanced Practice Registered Nurse with a specialty in mental health; (c) a licensed social worker; (d) a licensed psychologist; or (e) a licensed professional counselor when those services are part of a treatment plan recommended and authorized by a licensed Physician; and
3. Services provided by a licensed Advanced Practice Registered Nurse with prescriptive authority and specializing in mental health.

“Mental Illness” means a clinically significant behavioral or psychological syndrome or pattern that occurs in a person and that is associated with: (1) present distress or a painful symptom; (2) a disability or impairment in one or more areas of functioning; or (3) a significantly increased risk of suffering: (a) death; (b) pain; (c) disability; or (d) an important loss of freedom. Mental Illness includes Severe Mental Illness.



Mental Illness must be considered as a manifestation of a behavior, psychological, or biological dysfunction in a person.

“Severe Mental Illness” means the following as defined by the American Psychiatric Association: (1) schizophrenia; (2) schizoaffective disorder; (3) bipolar disorder; (4) major depression; (5) panic disorder; (6) obsessive-compulsive disorder; and (7) autism.

“Mental Health Treatment Center” means a treatment facility organized to provide care and treatment for mental illness through multiple modalities or techniques pursuant to a written treatment plan approved and monitored by an interdisciplinary team, including a licensed physician, psychiatric social worker, and psychologist, and a treatment facility that is: (1) licensed as a Mental Health Treatment Center by the state; (2) funded or eligible for funding under federal or state law; or (3) affiliated with a hospital under a contractual agreement with an established system for patient referral.

Coverage will be provided for Inpatient and Outpatient Treatment of Mental Illness. Benefits will be paid on the same basis as any other Illness.

### *INPATIENT CARE SERVICES*

Coverage for Inpatient Care Services of Mental Illness, while the Covered Member is covered under this Policy, when such Inpatient Care Services are provided in: (1) a Hospital; (2) a Freestanding Inpatient Facility; or (3) a Physician. Inpatient Care Services must be Preauthorized; refer to Section 6, Utilization Review Management Program. Medically monitored and medically managed intensive Inpatient Care services and clinically managed high-intensity residential services are covered under this Policy. Medically monitored and medically managed intensive Inpatient Care Services and clinically managed high-intensity residential services provided at a Residential Treatment Center are covered under this benefit.

### *PARTIAL HOSPITALIZATION*

Partial Hospitalization coverage will be provided for care and treatment of Mental Illness when Partial Hospitalization services are rendered by: (1) a Hospital; (2) a Freestanding Inpatient Facility; or (3) a Physician. Partial Hospitalization is considered to be Inpatient Care and must be Preauthorized; refer to Section 6, Utilization Review Management Program.

Benefits include Partial Hospitalization services for the Treatment of Mental Illness. Such services must be preauthorized; refer to Section 6, Utilization Review Management Program.

### *OUTPATIENT CARE SERVICES*

Outpatient care and treatment of Mental Illness will be covered under this Policy if the Covered Member is not receiving Inpatient Mental Illness treatment and the Outpatient care and treatment is provided by: (1) a Hospital; (2) a Physician or prescribed by a Physician; (3) a Mental Health Treatment Center; (4) a Chemical Dependency Center; (5) a psychologist; (6) a licensed psychiatrist; (7) a licensed social worker; (8) a licensed professional counselor; or (9) a licensed addiction counselor.

Outpatient Mental Illness Treatment must be:

1. Provided to diagnose and treat recognized Mental Illness; and
2. Reasonably expected to improve or restore the level of functioning that has been affected by the Mental Illness.

No benefits will be payable for: (1) hypnotherapy; or (2) services given by a staff member of a school or halfway house.

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## **PEDIATRIC DENTAL**

This policy does not include coverage for pediatric dental care, which is considered an essential health benefit under the Affordable Care Act. Pediatric dental care is available in the market and can be purchased as a stand-alone product. Please contact your insurance agent, a stand-alone dental insurance provider, or Your Health Idaho if you wish to purchase a stand-alone dental care product.

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## **PEDIATRIC SERVICES**

Coverage will be provided for Pediatric preventive care services for Covered Dependent Children under age nineteen (19). Benefits include, but are not limited to: (1) appropriate immunizations as defined by Standards of Child Health Care issued by the American Academy of Pediatrics or other guidelines required by the state; (2) developmental assessments, which includes Physician visits for child health supervision services; (3) laboratory services; and (4) well baby visits and care; and (5) any other care and services mandated by the federal Affordable Care Act.

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## **PEDIATRIC VISION CARE PROGRAM**

Coverage will be provided for vision care services for Covered Dependent Children under age 19. Benefits will be provided for the covered services shown in the SBC for the stated frequency of services. The frequency of service for each covered service is once every 12 months, unless otherwise stated in the SBC.

The Covered Member may choose either eyeglasses or contact lenses during any Calendar Year; however, no benefits will be provided for both eyeglasses and contact lenses during the same Calendar Year period. Benefits payable under this Pediatric Vision Care Program benefit are subject to the terms, conditions, exclusions, limitations outlined in this Covered Benefit and this Policy.

## **EYE EXAMINATIONS**

Benefits will be provided for one eye examination for each eligible Covered Dependent Child during the Calendar Year. The eye examination may be for one of the following: (1) eyeglasses; (2) contact lenses; or (3) for both eyeglasses and contact lenses during one examination. No benefits will be payable for another eye examination performed during the Calendar Year. No benefits will be payable for separate eye examinations for eyeglasses and contact lenses during the Calendar Year.

## *VISION CARE MATERIALS: EYEGLASS LENSES, COATINGS, AND FRAMES*

Benefits will be provided for: 1) eyeglass lenses; (2) eyeglass coatings; and (3) eyeglass frames. The benefits payable are shown in the SBC.

The frame selection covered under this Vision Care benefit will be from a Pediatric Exchange Collection at the Physician's office.

## *CONTACT LENSES*

In lieu of eyeglasses, the Covered Member may elect to receive Vision Care Materials for contact lenses as shown in the SBC. Either eyeglasses or contact lenses may be elected during the Calendar Year, but not both.

Benefits are payable for Necessary Contact Lenses for Covered Member's who have specific conditions for which contact lenses provide better visual correction. The Necessary Contact Lenses must be recommended and prescribed by the Vision Physician.

The following service limitations apply to In-Network benefits for Contact Lenses:

1. Standard (one pair of contact lenses per Calendar Year): Benefits are limited to one (1) contact lens per eye (total 2 lenses);
2. Monthly (six-month supply): Benefits are limited to six (6) lenses per eye (total 12 lenses);
3. Bi-weekly (3-month supply): Benefits are limited to six (6) lenses per eye (total 12 lenses); and
4. Dailies (one-month supply): Benefits are limited to thirty (30) lenses per eye (total 60 lenses).

The following items are not covered under this contact lens benefit provision:

1. Other insurance policies or service agreements;
2. Artistically painted or non-prescription lenses;
3. Additional office visits for contact lens pathology;
4. Contact lens modification, polishing or cleaning; and
5. Orthoptics, vision training, supplemental testing.

## *PAYMENT OF BENEFITS*

Benefits will be paid as shown in the SBC.

The CO-OP does not have a provider network established for these services. Services will be covered at the In-Network benefit level.

## *CLAIMS AND APPEALS FOR DENIED CLAIMS*

We will pay or deny claims within thirty (30) calendar days of the receipt of the claim from the Covered Member or Covered Member authorized representative. In the event that a claim cannot be resolved within the time indicated, We may, if necessary, extend the time for decision by no more than fifteen (15) calendar days.

If the Covered Dependent Child's claim for benefits is denied by Us, in whole or in part, We will notify You in writing of the reason or reasons for the denial. If You believe the claim was denied in error, You may file an appeal by following the procedures outlined in Section 10.

## EXCLUSIONS AND LIMITATIONS

The following exclusions and limitations apply only to this Pediatric Vision Care benefit. No coverage will be provided under this Vision Care benefit for:

1. The purchase of two pairs of glasses instead of bifocals. Only one pair of glasses are payable under this Vision Care benefit per Calendar Year.
2. Replacement of lenses, frames or contacts.
3. Medical or surgical treatment.
4. Orthoptics or vision training and any associated supplemental testing; plano lenses (less than  $\pm .50$  diopter power); or two pair of glasses in lieu of bifocals.
5. Replacement of lenses and frames furnished under This Plan which are lost or broken except at the normal intervals when services are otherwise available.
6. Medical or surgical treatment of the eyes.
7. Corrective vision treatment of an Experimental Nature.
8. Costs for services and/or materials above the benefits payable for the Covered Vision Care services.
9. Services or materials not indicated as Covered Vision Care benefit.

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## PHYSICIAN MEDICAL SERVICES

Coverage will be provided for services provided by a Physician (non-specialist or specialist) in the Physician's office during an office visit for medical services.

**Inborn Errors of Metabolism** means a genetic disorder in which the body cannot properly turn food into energy. Coverage will be provided for the treatment of inborn errors of metabolism: (a) that involve: (1) amino acid; (2) carbohydrate; and (3) fat metabolism; and (b) for which medically standard methods of: (1) diagnosis; (2) treatment; and (3) monitoring exist.

Coverage for inborn errors of metabolism will include expenses of: (a) diagnosing; (b) monitoring; and (c) controlling the disorders by nutritional and medical assessment, including but not limited to: (1) clinical services; (2) biochemical analysis; (3) medical supplies; (4) prescription drugs; (5) corrective lenses for conditions related to the inborn error of metabolism; (6) nutritional management; and (7) medical foods used in treatment to compensate for the metabolic abnormality and to maintain adequate nutritional status.

**Medical Foods** means nutritional substances in any form that are: (a) formulated to be consumed or administered enterally under supervision of a physician; (b) specifically processed or formulated to be distinct in one or more nutrients present in natural food; (c) intended for the medical and nutritional management of patients with limited capacity to metabolize ordinary foodstuffs or certain nutrients contained in ordinary foodstuffs or who have other specific nutrient requirements as established by medical evaluation; and (d) essential to optimize growth, health, and metabolic homeostasis.

**Treatment**, as used in this benefit provision, means licensed, professional medical services under the supervision of a physician.

### Phenylketonuria (PKU) Coverage

Coverage for PKU will include expenses of: (a) diagnosing; (b) monitoring; and (c) controlling the disorders by nutritional and medical assessment, including but not limited to: (1) clinical services; (2) biochemical analysis; (3) medical supplies; (4) prescription drugs; (5) corrective lenses for conditions related to the inborn error of metabolism; (6) nutritional assessment; and (7) medical foods used in treatment to compensate for the metabolic abnormality and to maintain adequate nutritional status.

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## POST-MASTECTOMY CARE AND RECONSTRUCTIVE BREAST SURGERY

### POST-MASTECTOMY CARE

Coverage will be provided for Inpatient Hospital care for a period of time determined by the Attending Physician in consultation with the Covered Member, to be Medically Necessary following:

1. A mastectomy;
2. A lumpectomy; or
3. A lymph node dissection;  
for the Treatment of breast cancer.

Coverage will be provided for all stages of Reconstructive Breast Surgery after a mastectomy including, but not limited to:

1. All stages of reconstruction of the breast on which a mastectomy has been performed;
2. Surgery and reconstruction of the other breast to produce a symmetrical

appearance;

3. Prostheses and physical complications of all stages of mastectomy and breast reconstruction, including lymphedemas; and
4. Chemotherapy.

The above treatments must be provided in a manner determined in consultation with the Attending Physician and the Covered Member.

Coverage will be provided for breast prostheses as the result of a mastectomy.

For specific benefits related to post mastectomy care, please refer to that specific Covered Benefit, e.g., *Surgical Services, Hospital Services – Facility and Professional*.

“Mastectomy” means the surgical removal of all or part of a breast.

“Reconstructive breast surgery” means surgery performed as a result of a mastectomy to reestablish symmetry between the breasts. The term includes, but is not limited, to augmentation mammoplasty, reduction mammoplasty, and mastopexy.

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## **PRESCRIPTION DRUG BENEFIT**

Preventive, Preferred Generic, Preferred Brand, Non-Preferred Brand, and Specialty Prescription Drugs are covered under this Policy, as provided in this Covered Benefit provision. We have the discretion to determine if a medication will be covered under medical pharmacy or retail pharmacy.

Covered Prescription Drugs are provided in the Prescription Drug Formulary for this Policy. The formulary may be obtained on Our website, <https://www.mountainhealth.coop/pharmacy>, or by calling the Customer Service number appearing on page 5, *Important Information*.

Prescription drug benefits described in the Outline of Coverage are arranged by Tiers to provide a structure for Covered Member cost-sharing in each category. Generally, the relationship is as follows: Tier 1 = Preferred Generic; Tier 2 = Preferred Brand; Tier 3 = Non-Preferred Brand and Non-Preferred Generic; Tier 4 = Preferred Specialty Drugs; and Tier 5 = Preventive Drug.

## **PRESCRIPTION DRUGS WITH ENHANCED PREVENTIVE BENEFITS**

**Preventive Drug (PREV):** Certain prescription drugs are considered preventive under the Patient Protection and Affordable Care Act (PPACA) or ACA. ACA preventive drugs are covered at 100 percent by the Plan (no patient responsibility); although limits may apply. Drugs available under this benefit are listed as PREV under the 3rd column of the PDL list. For more information about your preventive drug benefits, please contact Pharmacy Customer Service at the number listed on the back of your ID Card.

**Value Preventive Drug List (VAL):** The Value Preventive Drug List provides coverage for designated prescription drugs in specific categories even before you meet your deductible or out-of-pocket expenses. Covered Member's will not have any cost-share

for prescription drugs listed in our value-based preventive drug list. This is in addition to the no-cost share coverage for preventive drugs listed in the Affordable Care Act (ACA) and expands preventive drug coverage. Drugs available under this benefit are listed as VAL under the 3rd column of the PDL list.

**Prescribed Contraceptive Services:** Covered Benefits for contraceptive services identified by the FDA include barrier methods, hormonal methods, and implanted devices, as well as patient education and counseling as prescribed by a health care provider. Barrier methods, implanted devices and hormonal methods are covered in accordance with the medical or pharmacy benefits. There is no coverage for contraception for men.

The contraceptive methods for women currently identified by the FDA include: 1) sterilization surgery for women; 2) surgical sterilization implant for women; 3) implantable rod; 4) IUD copper; 5) IUD with progestin; 6) shot/injection; 7) oral contraceptives (combined pill); 8) oral contraceptives (progestin only); 9) oral contraceptives extended/continuous use; 10) patch; 11) vaginal contraceptive ring; 12) diaphragm; 13) sponge; 14) cervical cap; 15) female condom; 16) spermicide; and 17) emergency contraception.

## SPECIALTY MEDICATIONS

Specialty medications are generally prescribed for individuals with complex or ongoing medical conditions such as multiple sclerosis, hemophilia, hepatitis C, rheumatoid arthritis, autoimmune disorders, dermatological disorders, or certain types of cancer. These are high-cost medications that can be taken by mouth, injection, or infusion and have special handling or storage requirements and may not be stocked by retail pharmacies. They often require additional specific education and support from a health care professional than most retail medications.

Coverage for self-administered specialty medications is provided through your pharmacy benefit plan and may require use of one of the plan's designated specialty pharmacies to receive coverage.

Specialty medications are Tier 4 medications in the list of covered drugs (formulary). Certain Tier 4 specialty medications may require prior authorization or have quantity limits. Those requirements may be found on our website at <https://www.mountainhealth.coop/pharmacy>, or by calling the Customer Service number appearing on page 5, *Important Information*.

## FINANCIAL ASSISTANCE PROGRAMS

### Real RxAssist

Coverage for certain specialty medications is only applicable if our Real RxAssist program fails to provide a solution. Assistance solutions come from a variety of sources, including manufacturer assistance program, copay cards, grants, and mail order pharmacies. If your plan is not a QDHP it may cover the cost of these options so your out of pocket cost will not exceed the cost under the pharmacy benefit. The plan may allow for a 60-day grace period for urgent medications to allow time to complete the advocacy process.

As part of the RealRx Assist program, the plan maximizes specialty copay assistance. As part of this process certain specialty pharmacy drugs are considered non-essential health benefits under the plan and the cost of such drugs will not be applied towards satisfying your out-of-pocket



maximum. For a list of medications including in the RealRx Assist Program please contact customer service.

#### RealRx International

Covered prescription drugs must be prescribed by a licensed provider and purchased at a network pharmacy, except in a medical emergency. Included in the network, the Plan offers an option to access certain medications at a discount through our RealRx International Global Sourcing program. If you qualify for this program, you may be contacted by the Plan to determine if you would like to access this benefit and to help coordinate this for you. Pharmacies in this special international network are located in only 1st Tier countries such as, Canada, New Zealand, Australia, Great Britain, France, and Germany.

### DRUG FORMULARY, PREAUTHORIZATION, AND PRESCRIPTION DRUG SUPPLY LIMITS

The Prescription Drugs provided under this Policy are based on the Drug Formulary for this Policy. Therefore, only those prescription drugs listed in such Drug Formulary will be covered under this Policy.

Some Prescription Drugs may require preauthorization or have quantity limits. Others require step therapy or have special handling requirements. These measures are to promote safety and cost-effectiveness. The information related to these requirements is on the searchable Large Group Formulary on our Website at <https://www.mountainhealth.coop/pharmacy>. You can also get information by calling Customer Service (contact information as shown on page 5, Important Information), or by receiving a hard copy of the formulary on request.

If the Covered Member does not obtain Preauthorization for a Prescription Drug listed in the Prescription Drug Preauthorization List, reimbursement may be denied. For reimbursement consideration, the Covered Member must submit a claim with supporting documentation to Customer Service. Our Customer Service contact information is shown on page 5, Important Information.

A 30-day supply of a non-specialty prescribed medication is allowed at a retail network pharmacy. In addition, a 90-day supply of a non-specialty prescribed medication is allowed at certain In-Network Pharmacies (retail) and certain In-Network Mail Order Pharmacies, as allowed by applicable state or federal law. Specialty medications must be filled through a designated specialty pharmacy and are only allowed for a 30-day supply.

The supply limits for Prescription Drugs are as follows:

1. Per prescription or refill at a retail In-Network Pharmacy or an Out-of-Network Pharmacy is limited to a maximum of a 30-day supply;
2. Per prescription or refill received from certain In-Network 90-day retail pharmacies or Mail Order Pharmacies is limited to a maximum of a 90-day supply based on the FDA-approved dosage regardless of the manufacturer packaging. However, Self-Administered Injectable drugs may be limited to a maximum of a 30-day supply per prescription or refill.
3. Specialty medications are limited to a 30-day supply from a designated specialty pharmacy.

## Exclusions

No benefits will be payable for the following:

1. Drugs that do not by law require a prescription from a provider/health care practitioner (except insulin, prescriptive and non-prescriptive oral agents for controlling blood sugar levels, and vaccinations administered by certain participating pharmacies); and drugs or covered devices for which no valid prescription is obtained.
2. Anabolic Steroids.
3. Fluoride supplements, except pediatric use as defined by PPACA.
4. Over-the-counter drugs, including vitamins, that do not require a prescription with the exception of those covered under the preventive benefit of the ACA.
5. Any drug used for the purpose of weight loss.
6. Prescription Drugs for cosmetic purposes, including the Treatment of alopecia (hair loss), e.g., Minoxidil, Rogaine.
7. Prescription Drugs used for the treatment of erectile dysfunction.
8. Therapeutic devices (excluding insulin needles or syringes) or appliances, including:
  - a. Needles;
  - b. Syringes;
  - c. Support garments; and
  - d. Other non-medicinal substances;regardless of intended use, unless otherwise specified as a Covered Benefit under this provision.
9. Diabetic infusion sets, which include: (a) a cassette; (b) needle and tubing; and (3) one insulin-pump during the warranty period. Diabetic-infusion sets, pumps and accessories for insulin pumps are covered under the Durable Medical Equipment Benefit.
10. Drugs or items labeled "Caution – limited by federal law to investigational use", or experimental drugs even though the Covered Member is charged for the item.
11. Off-label use of a medication; off-label use may be reviewed for Medical Necessity.
12. Drugs in drug trials;
13. Biological sera, blood, or blood plasma.
14. Prescription Drugs which are to be taken by or administered to the Covered Member, in whole or in part, while the Covered Member is a patient in: (a) a Hospital; (b) rest home; (c) sanitarium; (d) extended care facility; (e) convalescent hospital; (f) nursing home; or (g) similar institution which operates or allows to be operated on its premises; or (h) a facility for dispensing pharmaceuticals; medications in these situations is part of the facility's charge;
15. Replacement prescription Drugs or Prescription Drug products due to loss, theft or spoilage;
16. Non-formulary and non-covered drugs or drugs that are not considered medically necessary.
17. Benefits will not be provided for any self-administered drugs dispensed by a Physician or mid-level provider.

## PURCHASE AND PAYMENT OF PRESCRIPTION DRUGS

To maximize Your benefits, Prescription Drugs may be obtained using a retail In-Network Pharmacy or In-Network Mail Order Pharmacy. Prescription drugs can also be obtained by using a retail Out-of-Network Pharmacy or Out-of-Network Mail Order Pharmacy at a higher cost to the Covered Member. The Prescription Drug Coinsurance

and/or Copayment, if any, is shown in the Outline of Coverage. The Prescription Drug Coinsurance and Copayments apply towards the satisfaction of the Annual Out-of-Pocket Maximum required under the Policy.

If Prescription Drugs are purchased at a retail In-Network Pharmacy, the Covered Member must present the Covered Member Identification Card (ID) at the time of purchase and pay the required Prescription Drug Deductible, Coinsurance and/or Copayment as shown in the Outline of Coverage.

If Prescription Drugs are purchased through the In-Network Mail Order Pharmacy, the Covered Member must provide the In-Network Mail Order Pharmacy with the completed order form, Deductible and/or Copayment amount, and the signed Physician prescription.

If Prescription Drugs are purchased at an Out-of-Network Pharmacy, retail or mail order, the Covered Member must pay out-of-network coinsurance for the prescription at the time of purchase.

A Brand-Generic Charge is applied if you receive a Brand name drug, regardless of reason or medical necessity, or if your provider prescribes a Brand name drug when a generic is available. A Brand-Generic Charge is the difference in cost from the Generic to the Brand name drug. This charge is added to the regular cost sharing outlined in your benefits summary. The Brand-Generic Charge does not apply towards any Deductibles or Out-of-Pocket Maximum.

### THIRD PARTY PAYMENTS FOR PRESCRIPTION DRUGS

Third party service providers may not waive, rebate, give, pay or offer to waive, rebate, give or pay all or part of the Covered Member deductible or other out of pocket costs for prescription drugs. We will accept third party payments of cost sharing from:

- A Ryan White HIV/AIDS Program
- An Indian tribe or tribal organization
- Local, state or federal government programs, including grantees directed by a government program to make payments on its behalf

We will also accept third party payments from individuals such as family and friends, religious institutions and other not-for-profit organizations when all of the following three criteria are met:

- The assistance is provided on the basis of the Covered Member financial need; and
- The institution/organization is not a healthcare provider; and
- The institution/organization is not financially interested. Financially interested institutions/organizations include institutions/organizations that receive the majority of their funding from entities with a pecuniary interest in the payment of health insurance claims, or institutions/organizations that are subject to direct or indirect control of entities with a pecuniary interest in the payment of health insurance claims.

We do not count any financially interested third-party cost-sharing payments toward deductibles or out-of-pocket maximums. If we discover financially interested third-party payments of this type after the fact and these payments have already been counted

toward the deductible or out-of-pocket maximum, we will exclude the financially interested third party from the accumulation toward the deductible or out-of-pocket maximum.

Should we reject a payment from a third party, we will inform you in writing of the reason for our rejection and your right to file a complaint with the Idaho Department of Insurance.

## PREVENTIVE HEALTH CARE SERVICES BENEFIT

Preventive Health Care Services for health care screenings or preventive purposes submitted with a routine diagnosis will be covered at 100% of the Allowable Fee. This means that these Benefits are not subject to the Deductible, Coinsurance, Copayments, or Annual Out-of-Pocket Maximum when services are provided by an In-Network Provider. However, if Preventive Health Care Services are rendered for an established medical condition or by an Out-of-Network, the Preventive Health Care Services provided will be subject to the Deductible, Coinsurance, Copayments, and Annual Out-of-Pocket Maximum.

Preventive Health Care Services include, but are not limited to:

1. Services that have an “A” or “B” rating in the United States Preventive Services Task Force’s current recommendations. Additional information is provided by accessing (<http://www.uspreventiveservicestaskforce.org/BrowseRec/Index/browse-recommendations>);
2. Immunizations recommended by the Advisory Committee of Immunizations Practices of the Centers for Disease Control and Prevention;
3. Health Resources and Services Administration (HRSA) Guidelines for Preventive Care & Screenings for Infants, Children, Adolescents and Women;
4. Current recommendations of the United States Preventive Service Task Force;
5. One (1) baseline mammogram for any woman who is thirty-five (35) through thirty-nine (39) years of age;
6. A mammogram every two (2) years for any woman who is forty (40) through forty-nine (49) years of age, or more frequently if recommended by the woman’s physician;
7. A mammogram every year for any woman who is fifty (50) years of age or older;
8. A mammogram for any woman desiring a mammogram for medical cause; and
9. Any other Preventive Health Care Services required by the federal Affordable Care Act.
10. A Provider recommended, medically appropriate, preventive service for an Covered Member person regardless of sex assigned at birth, gender identity, or

gender of the Covered Member person otherwise recorded by Us.

Educational training for Preventive Health Care Services that is necessary and prescribed by a Physician will be covered. However, Preauthorization will be required for all prescribed educational training for Preventive Health Care services.

The following are some of the services provided under this Preventive Health Care Services Benefit. Coverage will be provided in accordance with the requirements of the federal Affordable Care Act:

- 1. Blood Pressure Screening.**
- 2. Breast Feeding support and supplies including a breast pump.**
- 3. Cancer Screenings.** Coverage for cancer screenings includes, but is not limited to: (a) Breast Cancer Screenings (Mammograms); (b) Colorectal Cancer Screenings; (c) Prostate Cancer Screenings; and (d) any other cancer screenings required by the federal Affordable Care Act.
- 4. Cholesterol Tests.**
- 5. Counseling Services.** Coverage for counseling will be provided on such topics as: (a) quitting smoking; (b) losing weight; (c) eating healthfully; (d) treating depression; (e) reducing alcohol use; and (f) any other counseling services mandated by the federal Affordable Care Act.
- 6. Diabetes Management and Supplies.** Coverage will be provided for Diabetes Self- Management, Equipment and Supplies. Benefits will be payable for outpatient self- management training and education for the treatment of diabetes. Any education must be provided by a Covered Provider with expertise in diabetes.

Benefits will be provided for diabetic equipment and supplies; however, such equipment and supplies are limited to the following: (1) insulin; (2) syringes; (3) injection aids; (4) devices for self-monitoring of glucose levels (including those for the visually impaired); (5) test strips; (6) visual reading and urine test strips; (7) one insulin pump for each warranty period; (8) accessories to insulin pumps; (9) one prescriptive oral agent for controlling blood sugar levels for each class of drug approved by the United States Food and Drug Administration; and (10) glucagon emergency kits. Diabetic equipment and supplies that are payable under the Prescription Drug Benefit will be paid under the Prescription Drug Benefit only.

- 7. Flu and Pneumonia Shots.**
- 8. Healthy Pregnancy Counseling.** Coverage will include, but not limited to, counseling, screening, and vaccines.
- 9. Smoking/Tobacco Cessation.** Coverage will be provided for tobacco cessation interventions for Covered Member's who use tobacco products. Such interventions, which must be recommended by the U.S. Preventive Services Task Force (USPSTF), include:
  - a. Counseling: The following counseling sessions, based on the "5-A" counseling format recommended by the USPSTF, include: (1) A brief

one-time counseling session of 10 minutes; or (2) when needed, longer counseling sessions over 10 minutes or multiple counseling sessions; and (3) augmented pregnancy tailored counseling for pregnant women;

- b. Pharmacotherapy: FDA-approved pharmacotherapy, which is a combination therapy with counseling and medication, will be covered. FDA-approved pharmacotherapy includes: (1) nicotine replacement; and (2) sustained-release bupropion and varenicline.

**10. Vaccinations.** Coverage will be provided for routine vaccinations against diseases such as measles, polio, or meningitis, or other diseases specified for vaccination in the federal Affordable Care Act.

**11. Well-Baby and Well-Child Care Visits.** Coverage will be provided for regular well-baby and well-child care visits, from birth to age 19, unless otherwise stipulated in the federal Affordable Care Act. Benefits will include, but not limited to, the following: (a) a history; (b) physical examination; (c) developmental assessment; (d) anticipatory guidance; (e) laboratory tests, according to the schedule of visits adopted under the early and periodic screening, diagnosis, and treatment services program provided in the Idaho State Medicaid law; and (f) routine immunizations according to the schedule for immunizations recommended by the Immunization Practices Advisory Committee of the U.S. Department of Health and Human Services or as recommended by the American Committee on Immunization Practices.

Services for Well-Baby and Well-Child Care:

- a. Must be provided by a Physician or other Covered Provider supervised by a Physician; and
- b. Will be limited to one visit payable to one provider for all of the services provided at each visit.

“Developmental assessment” and “anticipatory guidance” mean the services described in the Guidelines for Health Supervision II, published by the American Academy of Pediatrics.

For more detailed information on Preventive Health Care Services, contact Customer Service at the telephone number or website shown on page 4, *Important Information*.

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## PROSTHETIC DEVICES (NON-DENTAL)

Coverage will be provided for appropriate non-dental prosthetic devices used to replace a body part missing because of an Accident, Injury or Illness. Such non-dental prosthetic devices include: (1) artificial limbs; (2) eyes; or (3) other prosthetic appliances. Replacement of such devices will be covered only if: (1) functionally necessary; or (2) as required by a change in the Covered Member physical structure.

When placement of a prosthesis is part of a surgical procedure, it will be paid under the Surgery Services benefit.



Payment for deluxe prosthetics and computerized limbs will be based on the Allowable Fee for a standard prosthesis.

No benefits will be paid for:

1. Computer-assisted communication devices; and
2. Replacement of lost or stolen prosthesis.

Preauthorization is recommended for the original purchase or replacement of prosthetics over \$500. Please refer to Section 7, Utilization Review Management Program.

Note: The prosthesis will not be considered a replacement if the prosthesis no longer meets the medical needs of the Covered Member due to physical changes or a deteriorating medical condition.

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## **RADIATION THERAPY SERVICES**

Coverage will be provided for these services which include:

1. Chemotherapy used in conjunction with radiation therapy. Coverage includes the use of drugs approved for use in humans by the U.S. Food and Drug Administration (FDA);
2. X-rays;
3. Radiation therapy; and
4. Radioactive isotope therapy;

for the treatment of benign or malignant disease conditions. All Radiation Therapy Services must be prescribed by the Attending Physician and performed by a Covered Provider for the treatment of disease.

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## **RENAL DIALYSIS**

Coverage will be provided for medically necessary care and treatment related to renal failure. Most patients with End Stage Renal Disease (ESRD) are eligible for Disability and Medicare. If you are enrolled in Medicare based on ESRD, it is illegal for Us to knowingly sell or issue an individual QHP with tax credits or individual policy to You. If You develop ESRD while a Covered Member under this Policy, it may be to your advantage to seek coverage through the Medicare ESRD program. You can continue this coverage as well, however it will be subject to Coordination of Benefits. (Section 7)



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## SKILLED NURSING SERVICES

Coverage will be provided for skilled nursing services when medically necessary to provide the most cost effective treatment of a condition and functional recovery.

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## SURGICAL SERVICES

Coverage will be provided for Medically Necessary surgical procedures performed by a Physician in a Hospital or a licensed surgical facility. Preauthorization is required for all surgeries.

### SURGICAL SERVICES BILLED BY A PROFESSIONAL PROVIDER

Services by a professional provider for surgical procedures and the care of fractures and dislocations performed in an Outpatient or inpatient setting, including the usual care before and after surgery. The charge for a surgical suite outside of the Hospital is included in the Allowable Fee for the surgery.

### SURGICAL SERVICES BILLED BY AN OUTPATIENT SURGICAL FACILITY OR FREESTANDING SURGERY CENTERS

Services of a surgical facility or freestanding (surgery centers) licensed, or certified for Medicare, by the state in which it is located and have an effective peer review program to assure quality and appropriate patient care. The surgical procedure performed in a surgical facility or freestanding (surgery centers) is recognized as a procedure which can be safely and effectively performed in an Outpatient setting.

This Policy will pay for a Recovery Care Bed when Medically Necessary and provided for less than 24 hours. Payment will not exceed the semiprivate room rate that would be billed for an Inpatient stay.

### SURGICAL SERVICES BILLED BY A HOSPITAL (INPATIENT AND OUTPATIENT)

Coverage will be provided for services provided by a Hospital for surgical procedures and the care of fractures and dislocations performed in an Outpatient or Inpatient setting, including the usual care before and after surgery.

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## THERAPEUTIC SERVICES – OUTPATIENT

Coverage will be provided for the following Outpatient therapeutic services: (1) Physical Therapy; (2) Speech Therapy; and (3) Occupational Therapy.

Therapeutic Services must be prescribed by a Physician. The therapist providing the services must be licensed or certified in the state in which services are provided. Preauthorization is recommended for Outpatient Therapeutic Services; refer to Section 6, *Utilization Review Management Program*.

Therapeutic Services must be to aid the Covered Member in the restoration of normal physical function that the Covered Member once had, but later lost.

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## THErapy SERVICES – FACILITY AND PROFESSIONAL SERVICES

**Habilitative** services are defined as health care services that help a person keep, learn or improve skills and functioning for daily living. Examples include therapy for a child who isn't walking or talking at an expected age.

**Rehabilitative** services help a person keep, get back, or improve skills and functioning for daily living that have been lost or impaired because a person was sick, hurt or disabled.

Benefits will be payable for Rehabilitation Therapy and other covered services, as provided in this Covered Benefit, that are billed by a Rehabilitation/Habilitation Facility provider or a Professional Provider.

Coverage will be provided for services and devices required for rehabilitative care when prescribed by a Physician to improve, maintain or restore the Covered Member to the Covered Member best possible physical functional level due to an Illness or Injury.

No benefits will be payable when the primary reason for Rehabilitation is any one of the following:

1. Custodial care;
2. Diagnostic admissions;
3. Maintenance, nonmedical self-help, or vocational educational therapy;
4. Social or cultural Rehabilitation/Habilitation;
5. Learning and developmental disabilities; and
6. Visual, speech, or auditory disorders because of learning and developmental disabilities.

Benefits will not be provided under this Rehabilitation/Habilitation benefit for treatment of Chemical Dependency or Mental Illness as provided under the *Chemical Dependency* and *Mental Illness* benefits provided under this Policy.

Benefits will be provided for services, supplies and other items that are within the scope of this Rehabilitation/Habilitation benefit as described in this Rehabilitation/Habilitation benefit only as provided in and subject to the terms, conditions and limitations applicable to this Rehabilitation/Habilitation benefit and other applicable terms, conditions and limitations of this Policy. Other Covered Benefit provisions of this Policy, such as but not limited to Hospital Services, do not include benefits for any services, supplies or items that are within the scope of this Rehabilitation/Habilitation benefit as provided in this Rehabilitation/Habilitation benefit.

## REHABILITATION/HABILITATION FACILITY INPATIENT CARE SERVICES BILLED BY A FACILITY PROVIDER

Benefits will be payable for the following services when the Covered Member receives Rehabilitation/Habilitation Inpatient Care and billed by the Rehabilitation/Habilitation

Facility:

1. Room and Board Accommodations. Such room and board accommodations include, but are not limited to: (a) dietary and general; and (b) medical and Rehabilitation/Habilitation nursing services.
2. Miscellaneous Rehabilitation/Habilitation Facility Services (whether or not such services are Rehabilitation/Habilitation Therapy or are general, medical or other services provided by the Rehabilitation/Habilitation Facility during the Covered Member admission), including but not limited to:
  - a. Rehabilitation/Habilitation Therapy services and supplies, including but not limited to: (1) Physical Therapy; (2) Occupational Therapy; and (3) Speech Therapy.
  - b. Laboratory procedures;
  - c. Diagnostic testing;
  - d. Pulmonary services and supplies, including but not limited to: (1) oxygen; and (2) use of equipment for its administration;
  - e. X-rays and other radiology;
  - f. Intravenous injections and setups for intravenous solutions;
  - g. Special diets when Medically Necessary;
  - h. Operating room, recovery room;
  - i. Anesthetic and surgical supplies;
  - j. Drugs and medicines which:
    - 1) Are approved for use in humans by the U.S. Food and Drug Administration for the specific diagnosis for which they are prescribed;
    - 2) Are listed in the American Medical Association Drug Evaluation, Physicians' Desk Reference, or Drug Facts and Comparisons; and
    - 3) Require a Physician's written prescription.
3. Rehabilitation/Habilitation Facility Inpatient Care Services do not include services, supplies or other items for any period during which the Covered Member is absent from the Rehabilitation/Habilitation Facility for purposes not related to Rehabilitation/Habilitation, including, but not limited to, intervening Inpatient admissions to an acute care Hospital. Preauthorization is recommended for Rehabilitation/Habilitation Facility Inpatient Care. Refer to Section 6, Utilization Review Management Program.

"Rehabilitation/Habilitation Facility" means a facility, or a designated unit of a facility, licensed, certified or accredited to provide Rehabilitation/Habilitation Therapy including:

1. A facility that primarily provides Rehabilitation/Habilitation Therapy, regardless of whether the facility is also licensed as a Hospital or other facility type;
2. A freestanding facility or facility associated with or located within a Hospital or other facility;
3. A designated Rehabilitation/Habilitation unit of a Hospital;
4. For purposes of the Rehabilitation/Habilitation Therapy Benefit, any facility providing Rehabilitation/Habilitation Therapy to an Covered Member, regardless of the category of facility licensure.

“Rehabilitation/Habilitation Therapy” means a specialized, intense and comprehensive program of therapies and treatment services (including but not limited to Physical Therapy, Occupational Therapy, and Speech Therapy) provided by a Multidisciplinary Team for treatment of an Injury or physical deficit. A Rehabilitation/Habilitation Therapy program is:

1. Provided by a Rehabilitation/Habilitation Facility in an Inpatient Care or Outpatient setting;
2. Provided under the direction of a qualified Physician and according to a formal written treatment plan with specific goals;
3. Designed to restore the patient’s maximum function and independence; and
4. Medically Necessary to improve or restore bodily function and the Covered Member must continue to show measurable progress.

Rehabilitation/Habilitation Facility Inpatient Care is subject to the following conditions:

1. The Covered Member will be responsible to the Rehabilitation/Habilitation Facility for payment of the Facility’s charges if the Covered Member remains as an Inpatient when Rehabilitation/Habilitation Facility Inpatient Care is not Medically Necessary. No benefits will be provided for a bed reserved for the Covered Member.
2. The term “Rehabilitation/Habilitation Facility” does not include:
  - a. A Hospital when the Covered Member is admitted to a general medical, surgical or specialty floor or unit (other than a Rehabilitation/Habilitation unit) for acute Hospital care, even though Rehabilitation/Habilitation services are or may be provided as a part of acute care;
  - b. A nursing home;
  - c. A rest home;
  - d. Hospice;
  - e. A skilled nursing facility;

- f. A Convalescent Home;
- g. A place for care and treatment of Chemical Dependency;
- h. A place for treatment of Mental Illness;
- i. A long-term, chronic-care institution or facility providing the type of care listed above in this subparagraph.

## **REHABILITATION/HABILITATION FACILITY INPATIENT CARE SERVICES BILLED BY A PROFESSIONAL PROVIDER**

Coverage will be provided for all Professional services provided by a Covered Provider who is a psychiatrist or other Physician directing the Covered Member Rehabilitation/Habilitation Therapy. Such professional services include: (1) care planning and review; (2) patient visits and examinations; (3) consultation with other Physicians, nurses or staff; and (4) all other professional services provided with respect to the Covered Member. Professional services provided by other Covered Providers (i.e., who are not the Physician directing the Covered Member Rehabilitation/Habilitation Therapy) are not included in this Rehabilitation/Habilitation benefit, but are included to the extent provided in and subject to the terms, conditions and limitations of other Covered Benefits under this Policy.

## **OUTPATIENT REHABILITATION/HABILITATION SERVICES**

Coverage will be provided for Rehabilitation/Habilitation Therapy delivered on an outpatient basis by a Facility or Professional Provider.

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## **TRANSPLANT BENEFITS**

Transplant Benefits include:

1. Autotransplants: Autotransplants of arteries, veins, ear bones (ossicles), cartilage, muscles, skin and tendons; teeth or tooth buds:
  - A. The applicable benefits provided for hospital and Surgical/Medical Services are provided only for a recipient of Medically Necessary Autotransplant services. Autologous blood transfusion, heart valves, regardless of their source; and implanting of artificial or mechanical pacemakers are not considered Transplants and are a Covered Service if Medically Necessary.
  - B. No benefits are available for services, expenses, or other obligations of or for a deceased donor (even if the donor is an Covered Member.)
2. Transplants: Transplants of corneas, kidneys, bone marrow, livers, hearts, lungs, heart/lung and pancreas/kidney combinations:
  - A. The applicable benefits provided for Hospital and Surgical/Medical Services are provided for a recipient of Medically Necessary Transplant services.
  - B. Benefits for a recipient of a cornea, kidney, bone marrow, liver, heart, lung, heart/lung or pancreas/kidney combination Transplant(s) are subject to the

following conditions:

1. The Transplant must be preauthorized by Us , whether in or out of network.
  2. For in-network benefits, the recipient must have the Transplant performed at an appropriate in-network Center of Excellence.
  3. Covered Member's receiving a transplant from an out of network provider should review the out of network payment policy carefully, being sure to note that providers' charged amounts greater than Our Allowed Amount may be billed directly to the Covered Member.
- C. If the recipient is eligible to receive benefits for these transplant services, Organ Procurement charges are paid for the donor (even if the donor is not an Covered Member). Benefits for the donor will be charged to the recipient's coverage.

No benefits will be payable for:

1. Experimental or investigational procedures;
2. Transplants of a nonhuman organ or artificial organ transplant; and
3. Donor searches.

Travel benefits are only available for heart, lung, liver, kidney, pancreas, heart/lung and pancreas/kidney combinations and allogeneic bone marrow Transplant services, when traveling to and from an approved Center of Excellence.

Covered travel benefits are limited to transportation, lodging and food costs that are associated with a prior authorized organ transplant at an approved Center of Excellence.

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## URGENT CARE

Care for an illness, injury or condition serious enough that a reasonable person would seek care right away, but not so severe as to require Emergency Room Care.

If a condition requiring Urgent Care develops, We recommend that You go to the nearest In-Network Urgent Care Center or, Physician's office. This treatment may be subject to a Copayment and/or Coinsurance. Examples of Urgent Care conditions include fractures, lacerations, or severe abdominal pain.

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## VISION EXAM

Your plan provides up to a \$60 reimbursement towards one routine vision examination per enrollee each calendar year. Any licensed optometrist or ophthalmologist may be used. This allowance may be used towards the following services routine eye exam services:

- ☐ Examination of the outer and inner parts of the eye
- ☐ Evaluation of vision sharpness (refraction)
- ☐ Binocular function testing
- ☐ Routine tests of color vision, peripheral vision, and intraocular pressure
- ☐ Case history, recommendations, and prescriptions

LENSES: no benefits for contact lenses, eyeglass lenses, or frames are available with this benefit.

For instructions on how to be reimbursed for this benefit, please visit our website at <https://www.mountainhealth.coop/>

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## WELL-CHILD CARE

Coverage will be provided for Well-Child Care for Covered Dependent Children under age nineteen (19) provided by a Physician or a health care professional supervised by a Physician. Coverage will include the following:

1. Histories;
2. Physical examinations;
3. Developmental assessments;
4. Anticipatory guidance;
5. Laboratory tests; and
6. Routine immunizations.

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## WELLNESS SERVICES

Coverage for Wellness Services are listed under Preventive Services.



## SECTION 6—UTILIZATION REVIEW MANAGEMENT PROGRAM

Our Utilization Review Management Program is administered by U of U Health Plans. Our Utilization Review Management Program provides for Prospective Utilization Review to assure that certain prescribed Treatments and elective procedures are Medically Necessary and appropriate.

Prospective Utilization Review requires the Covered Member to obtain Preauthorization for certain prescribed Treatments and elective procedures before the Treatments and procedures are rendered. Prior Authorization is a request by the Covered Member In-Network Provider to Us, for authorization of a Covered Member proposed treatment. We may review medical records, test results and other sources of information to ensure that the proposed treatment is a Covered Benefit and make a determination as to medical necessity or alternative treatments. The Covered Member cannot be held liable if the participating provider fails to obtain prior authorization.

The Covered Member is financially responsible for non-medically necessary services provided by an Out-of-Network Provider. The Covered Member can be penalized if the non-participating provider does not obtain prior authorization.

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### HOW TO USE THE UTILIZATION REVIEW PROGRAM

To use the Utilization Review Management Program, the Covered Member need only to call the Customer Service toll-free telephone number listed on page 4, Important Information. The Covered Member may have the Covered Member's representative place the call. A representative may be the Physician, the Covered Facility, or the Covered Member authorized representative (e.g., family member). The Utilization Review Management Program representative will give the individual who calls a reference number to verify that the call has been received and a file started.

The individual who calls the Utilization Review Management Program will need to provide the following information:

1. The name and Covered Member number of the Covered Member for whom Treatment has been prescribed and requires Preauthorization;
2. The name and telephone number of the attending Physician;
3. The name of the Covered Facility where the Covered Member will be admitted, if applicable;
4. The proposed date of admission, if applicable; and
5. The proposed Treatment.

**PLEASE NOTE:** Authorization by the Utilization Review Management Program representative does not verify an Covered Member eligibility for coverage under this Policy,

nor is it a guarantee that benefits will be paid for a proposed Treatment. Benefit payment will be made for an Covered Member only in accordance with all the terms and conditions of this Policy.

This Utilization Review Management Program does not include routine claim administration.

#### UTILIZATION REVIEW DEADLINES

- For prospective determinations (service not yet occurred): fifteen (15) days;
- For retrospective determinations (service has already occurred): thirty (30) days;
- For expedited determinations (urgent care): as soon as possible (72-hour maximum)

The insurer may seek a 15-day deadline extension for prospective and retrospective determinations.

#### PLAN NOTIFICATION

Plan Notification is recommended for any Inpatient admission, including admissions to a Hospital, Chemical Dependency Treatment Center, Mental Illness Treatment Center, Chemical Dependency or psychiatric residential treatment facility, intensive Outpatient programs, or other medical procedures or services, (or as may be noted for a Covered Benefit), as soon as the Covered Provider recommends or schedules to allow the Utilization Review Management Program to begin working with the Covered Member on the benefit management for the service. Plan Notification requires contacting the Utilization Review Management Program in writing or by telephone. Contact information can be found on our website at <https://www.mountainhealth.coop/>

#### MEDICAL TREATMENTS REQUIRING PREAUTHORIZATION

Preauthorization must be obtained for:

1. Benefits that specify that Preauthorization is required; and
2. Procedures listed in the Preauthorization Medical Treatments List.

To request a preauthorization Covered Member or Covered Member provider must call the Preauthorization phone number provided on the website. Preauthorization does not guarantee that services/supplies/medications Covered Member receives are Covered Medical Expenses or that those medical expenses will be paid.

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#### PREAUTHORIZATION MEDICAL TREATMENT LIST

Prior authorization is prior approval from for certain Services and is considered a Preservice Claim. Prior authorization is not required when your plan is secondary to another primary commercial and documentation of primary coverage is verified.

Prior authorization is required for injectable drugs and inpatient services when Medicare is your primary insurance.

Obtaining Preauthorization does not guarantee coverage. Your Benefits for the

Preauthorized Services are subject to the Eligibility requirements, Limitations, Exclusions and all other provisions of the Plan.

### ***General Services Requiring Prior Authorization***

The following services require prior authorization for elective circumstances; notification is required for urgent /emergent circumstances within 24 hours of admission or provision of the service. These include:

- Inpatient Acute Care Hospitals
- Observation stays, Acute Care Hospitals
- Long-Term Acute Care Hospitals
- Inpatient Behavioral Health and Substance Use
- Inpatient Hospice
- Acute Rehabilitation
- Skilled Nursing Facility
- Home Health/Outpatient Hospice Services
- Air Medical Transport

### ***Specific Services Requiring Prior Authorization***

In addition to general Services requiring prior authorization certain procedures and specific Services may also require prior authorization in addition to the general authorizations above. The following partial list of Services requiring prior authorization for coverage is outlined below. This list reflects some Services which may be covered if prior authorization is obtained. A full list of these services can be found at <https://uhealthplan.utah.edu/providers/pdf/medical-pa-list-12-31-19.pdf>.

Common Services Requiring Prior Authorization

- Durable medical equipment with total price or individual components exceed \$1000.00
- Gender Reassignment Surgery
- Certain Genetic Tests or Therapies
- Certain outpatient behavioral health services
- Joint Replacement Procedures
- Certain Arthroscopic Procedures
- Spine Surgeries
- Certain Diagnostic and Therapeutic Cardiac Procedures
- Certain Medical Drugs, a full list can be found at <https://uhealthplan.utah.edu/providers/pdf/pharmacy/commercial-individual-mhc-website-list-1-01-20-.pdf>
- Proton/Neutron Beam/Stereotactic Radiosurgery Therapy
- Neurostimulation
- Out-of-Network Services
- Reconstructive/Cosmetic Surgeries
- Solid organ and Stem Cell Transplants and associated services

This list does not reflect those services which are excluded from coverage due to benefit exclusion or not covered as they are considered investigational.

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## UTILIZATION REVIEW PROCESS

When the Utilization Review Management Program representative conducts Utilization Reviews, the Utilization Review will include the following:

### UTILIZATION REVIEW FOR MENTAL HEALTH TREATMENT

When Utilization Review is conducted for outpatient mental health Treatment, the Utilization Review Management Program representative will only request information that is relevant to the payment of the claim.

## DISCLOSURE OF PERSONAL INFORMATION

When a Utilization Review requires disclosure of personal information regarding the patient or client, including:

1. Personal and family history; or
2. Current and past diagnosis of a mental disorder;

the Utilization Review Management Program representative will conceal the identity of that individual from anyone having access to that information in order that the patient or client may remain anonymous.

## DETERMINATIONS MADE ON APPEAL OR RECONSIDERATION

A Utilization Review determination that is:

1. Made on appeal or reconsideration; and
2. Adverse to a patient or to an affected health care provider;

may not be made on a question relating to the necessity or appropriateness of a health care Treatment without prior written findings, evaluation, and concurrence in the Adverse Determination by a health care professional trained in the relevant area of health care. Copies of the written findings, evaluation, and concurrence will be provided to the patient upon the Covered Member written request to the Utilization Review Management Program within thirty (30) days of determination.

A determination made on appeal or reconsideration that health care Treatment rendered or to be rendered medically inappropriate may not be made unless the health care professional performing the utilization review has made a reasonable attempt to consult with the patient's attending health care provider concerning the necessity or appropriateness of the health care Treatment.

Also, refer to the Complaints, Grievances and Appeals provision, in Section 9, regarding appeals for adverse determinations.

# SECTION 7—COORDINATION OF BENEFITS

This Coordination of Benefits (COB) provision applies when the Covered Member has health care coverage under more than one Plan. Plan is defined below.

The order of benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that this Plan does not make payments that would exceed 100% of this Plan's total allowable expense.

## DEFINITIONS

- A. A Plan is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.
  - 1) "Plan" includes: group and nongroup insurance contracts and subscriber contracts; uninsured group or group-type coverage arrangements; group and nongroup coverage through closed panel plans; group-type contracts; the medical care components of long-term care contracts, such as skilled nursing care; Medicare or other governmental benefits, except as provided in Section 7, Paragraph (A) (2) below. That part of the definition of plan may be limited to the hospital, medical and surgical benefits of the governmental program; the medical benefits coverage in automobile "no fault" and traditional automobile "fault" type contracts. No plan is required to coordinate benefits provided that it pays benefits as a primary plan. If a plan coordinates benefits, it shall do so in compliance with the provisions of this chapter.
  - 2) "Plan" does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; limited benefit health coverage as defined in IDAPA 18.01.30, "Individual Disability and Group Supplemental Disability Insurance Minimum Standards Rule," Sections 012 and 029; school accident type coverage, such as contracts that cover students for accidents only, including athletic injuries, either on a twenty-four (24) hour basis or on a "to and from school" basis; benefits provided in long-term care insurance policies for non-medical service; Medicare supplement policies; a state plan under Medicaid; or a governmental plan which, by law, provides benefits that are in excess of those of any private insurance plan or other nongovernmental plan

Each contract for coverage under (1) or (2) is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

- B. "This Plan" means, in a COB provision, the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other Plans. Any other part of the contract providing health care benefits is separate from This Plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.
- C. The order of benefit determination rules determine whether This Plan is a Primary Plan or Secondary Plan when the person has health care coverage under more than one Plan.

When This Plan is Primary, it determines payment for its benefits first before those of any other Plan without considering any other Plan's benefits. When This Plan is secondary, it determines its benefits after those of another Plan and may reduce the benefits it pays so that all Plan benefits do not exceed 100% of the total Allowable expense.

- D. Allowable expense is a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any Plan covering the person. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense that is not covered by any Plan covering the person is not an Allowable Expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a Covered Member is not an Allowable expense.

The following are examples of expenses that are not Allowable expenses:

- 1) The difference between the cost of a semi-private hospital room and a private hospital room is not an Allowable expense, unless one of the Plans provides coverage for private hospital room expenses.
- 2) If a person is covered by two or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable expense.
- 3) If a person is covered by two or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable expense.
- 4) If a person is covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another Plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement shall be the Allowable expense for all Plans. However, if the provider has contracted with the Secondary plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Plan's payment arrangement and if the provider's contract permits, the negotiated

fee or payment shall be the Allowable expense used by the Secondary Plan to determine its benefits.

- 5) The amount of any benefit reduction by the Primary Plan because an Covered Member has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of plan provisions include second surgical opinions, precertification of admissions, and In-Network arrangements.
- E. Closed Panel Plan is a Plan that provides health care benefits to Covered Member's primarily in the form of services through a panel of providers that have contracted with or are employed by the Plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.
- F. Custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.

### Coordination with Medicare

In the event you have Medicare coverage and to the extent Medicare pays for benefits, any benefits paid under Medicare will be determined **before** benefits are paid under this contract or Policy. Therefore, the benefits under this contract or Policy are **Secondary** to Medicare. In the event Medicare does not pay benefits, then this contract or Policy will pay benefits as **primary**. Please note that the combined payments made by Medicare and this plan will not exceed the maximum allowance of the primary payer for the covered services provided to the Covered Member.

### ORDER OF BENEFIT DETERMINATION RULES

When a person is covered by two or more Plans, the rules for determining the order of benefit payments are as follows:

- A. The Primary plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other Plan.
- B. Except as provided in Paragraph (2), a Plan that does not contain a coordination of benefits provision that is consistent with this regulation is always primary unless the provisions of both Plans state that the complying plan is primary.
  - 1) Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and



surgical benefits, and insurance type coverages that are written in connection with a Closed Panel plan to provide out-of-network benefits.

- C. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.
- D. Each Plan determines its order of benefits using the first of the following rules that apply:
  - 1) Non-Dependent or Dependent. The Plan that covers the person other than as a dependent, for example as an employee, Covered Member, policyholder, subscriber or retiree is the Primary plan and the Plan that covers the person as a dependent is the Secondary plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a dependent; and primary to the Plan covering the person as other than a dependent (e.g. a retired employee); then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, Covered Member, policyholder, subscriber or retiree is the Secondary plan and the other Plan is the Primary plan.
  - 2) Dependent Child Covered Under More Than One Plan. Unless there is a court decree stating otherwise, when a dependent child is covered by more than one Plan the order of benefits is determined as follows:
    - a. For a dependent child whose parents are married or are living together, whether or not they have ever been married:
      - i. The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or
      - ii. If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.
    - b. For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:
      - i. If a court decree states that one of the parents is responsible for the dependent child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to plan years commencing after the Plan is given notice of the court decree;
      - ii. If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of (a) above shall determine the order of benefits;
      - iii. If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions of (a) above shall determine the order of

benefits; or

- iv. If there is no court decree allocating responsibility for the dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:
    - The Plan covering the Custodial parent;
    - The Plan covering the spouse of the Custodial parent;
    - The Plan covering the non-custodial parent; and then
    - The Plan covering the spouse of the non-custodial parent.
  - c. For a dependent child covered under more than one Plan of individuals who are the parents of the child, the provisions of (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the child.
- 3) Active Employee or Retired or Laid-off Employee. The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan covering that same person as a retired or laid- off employee is the Secondary Plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D (1) can determine the order of benefits.
  - 4) COBRA. If a person whose coverage is provided pursuant to COBRA is covered under another Plan, the Plan covering the person as an employee, Covered Member, subscriber or retiree or covering the person as a dependent of an employee, Covered Member, subscriber or retiree is the Primary Plan and the COBRA is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D (1) can determine the order of benefits.
  - 5) Longer or Shorter Length of Coverage. The Plan that covered the person as an employee, Covered Member, policyholder, subscriber or retiree longer is the Primary Plan and the Plan that covered the person the shorter period of time is the Secondary Plan.
  - 6) If the preceding rules do not determine the order of benefits, the Allowable Expenses shall be shared equally between the Plans meeting the definition of Plan. In addition, This Plan will not pay more than it would have paid had it been the Primary Plan.

## EFFECT ON THE BENEFITS OF THIS PLAN

- A. When This Plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total

Allowable Expenses. In determining the amount to be paid for any claim, the Secondary Plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any Allowable Expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary plan, the total benefits paid or provided by all Plans for the claim do not exceed the total Allowable Expense for that claim. In addition, the Secondary Plan shall credit to its plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.

- B. If an Covered Member is enrolled in two or more Closed Panel Plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one Closed Panel Plan, COB shall not apply between that Plan and other Closed Panel Plans.

## RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under This Plan and other Plans. Our Claims Administrator may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This Plan and other Plans covering the person claiming benefits. Our Claims Administrator need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give Our Claims Administrator any facts it needs to apply those rules and determine benefits payable.

## FACILITY OF PAYMENT

A payment made under another Plan may include an amount that should have been paid under

This Plan. If it does, Our Claims Administrator may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. Our Claims Administrator will not have to pay that amount again. The term “payment made” includes providing benefits in the form of services, in which case “payment made” means the reasonable cash value of the benefits provided in the form of services.

## RIGHT OF RECOVERY

If the amount of the payments made by Us is more than We should have paid under this COB provision, We may recover the excess from one or more of the persons We have paid or for whom We have paid; or any other person or organization that may be responsible for the benefits or services provided for the Covered Member. The “amount of the payments made” includes the reasonable cash value of any benefits provided in the form of services.

## SECTION 8—EXCLUSIONS AND LIMITATIONS

All benefits provided under this Policy are subject to the exclusions and limitations in this Section and as stated under Section 5, Covered Benefits. No benefits will be paid under this Policy that are incurred by or results from any of the following:

1. Sanitarium care, custodial care, rest cures, custodial care, or convalescent care to help the Covered Member with daily living tasks. Such tasks include, but limited to, the following: (a) walking (b) getting in and out of bed (c) bathing (d) dressing (e) feeding (f) using the toilet (g) preparing special diets (h) supervision of medication which is usually self-administered and does not require the continuous attention of medical personnel.
2. An Illness or Injury arising out of or in the course of doing any job or work for wage or profit, or Illness covered by Workers' Compensation Law or Act, occupational disease laws, or similar legislation, including employees' compensation or liability laws of the United States. This exclusion applies to all services and supplies provided to treat such Illness or Injury even though: (a) coverage under the government legislation provides benefits for only a portion of the services incurred (b) the employer has failed to obtain such coverage required by law (c) the Covered Member waives the Covered Member rights to such coverage or benefits (d) the Covered Member fails to file a claim within the filing period allowed by law for such benefits (e) the Covered Member fails to comply with any other provision of the law to obtain coverage or benefits (f) the Covered Member was permitted to elect not to be covered by the Workers' Compensation Act but failed to properly make such election effective.

This exclusion will not apply if the Covered Member is permitted by statute not to be covered and the Covered Member elects not to be covered by the Workers' Compensation Act, occupational disease laws, or liability laws.

This exclusion will not apply if the Covered Member's employer was not required and did not elect to be covered under any Workers' Compensation, occupational disease laws or employer's liability acts of any state, country, or the United States.

3. Services, supplies, drugs, and devices which the Covered Member is entitled to receive or does receive TRICARE, the Veteran's Administration (VA), and Indian Health Services but not Medicaid.

Note: Under some circumstances, the law allows certain governmental agencies to recover for services rendered to the Covered Member al. When such a circumstance occurs, the Covered Member will receive an explanation of benefits.

4. War, or act of war, whether declared or not, rebellion, armed invasion, or insurrection.

5. Service in the Armed Forces or any auxiliary units of the Armed Forces.
6. Any loss for which a contributing cause was commissioned by the Covered Member if found guilty of a felony. This exclusion does not apply if the loss is related to being a victim of domestic violence.
7. Dental care and treatment except for such care or treatment due to accidental Injury to sound natural teeth within twelve (12) months of the accident and except for dental care or treatment necessary due to congenital disease or anomaly.
8. Vision services, including, but not limited to: (a) fitting of eyeglasses or contact lenses (b) purchase of eyeglasses and contact lenses (c) Lasik surgery (d) radial keratotomy (refractive keratoplasty or other surgical procedures to correct myopia/astigmatism). This exclusion DOES NOT apply to the Pediatric Vision Care benefit provided in this Policy or to the Preventive Eye Exam Benefit, if any, provided in this Policy.
9. Hearing aids and examinations for the prescription or fitting of hearing aids except as specified as a Covered Service in the Policy.
10. Cosmetic Surgery unless it is either (a) Medically Necessary; or (b) reconstructive surgery. Such reconstructive surgery must be: (a) incidental to or following surgery resulting from trauma, infection, or other diseases of the involved part (b) because of congenital disease or anomaly of a covered Dependent Child which has resulted in a functional defect.
11. Services, supplies, drugs, and devices for the treatment of illness, injury or complications resulting from services that are not Covered Benefits, except for any services, supplies, drugs, and devices which are incurred in connection with an Approved Clinical Trial.
12. Foot care, including but not limited to: (a) treatment or removal of corns and callosities (b) hypertrophy, hyperplasia of the skin or subcutaneous tissues (c) cutting or trimming toenails (d) any Treatment of congenital flat foot (e) injections and nonsurgical Treatment of acquired flat foot, fallen arches, or chronic foot strain (f) any Treatment of flat foot purely for the purpose of altering the foot's contour where no medicine or functional impairment exists (g) orthotic appliances (h) impression casting for orthotic appliances (i) padding and strapping (j) fabrication.
13. Foot orthotic appliance provided for the treatment of any medical condition.
14. Behavioral Health and Substance Abuse or Addiction services and treatment not recognized by the American Psychiatric and American Psychological Association.
15. TENS and supplies units.
16. Treatment provided in a government hospital, except Idaho residents who are confined in state medical institutions; benefits provided under Medicare or another governmental program (except Medicaid).

17. Services rendered and separately billed by employees of hospitals, laboratories, or other institutions.
18. Services performed by the Covered Member or a member of the Covered Member Immediate Family.
19. Services for which there is no legal obligation for the Covered Member to pay or for which no charge would be made if insurance did not exist, unless such charge is regularly and customarily made in similar amount by the provider of such to other non-indigent patients, or unless, in either case, We are required by law to pay to the Government of the United States.
20. Nonsurgical Treatment for malocclusion of the jaw, including services for temporomandibular joint dysfunction, anterior or internal dislocation, derangements and myofascial pain syndrome, orthodontics (dentofacial orthopedics), or related appliances.
21. Custodial Care.
22. Private duty nursing.
23. Any expenses, procedures or services related to Surrogate pregnancy, delivery, or donor eggs.
24. Services, supplies, drugs, and devices related to in vitro fertilization.
25. Reversal of an elective sterilization.
26. For reversals or revisions of Surgery for obesity, except when required to correct an immediately life-endangering condition when the initial surgery was within the past 30 days.
27. Outpatient prescription drugs dispensed from a medical provider for which benefits are provided under the Prescription Drug Benefit in this Policy.
28. Abortion (except when the life of the woman is endangered for reasons caused by or arising from the pregnancy or when the pregnancy is the result of an act of rape or incest).
29. Transplants of a non-human organ or artificial organ transplant.
30. Any services, supplies, drugs, and devices which are: (a) an investigational/Experimental Service/Technology (b) not accepted medical practice (c) not a Covered Medical Expense (d) not Medically Necessary (e) not covered under our Medical Policy. We may consult with physicians or national medical specialty organizations for advice determining whether the service or supply is an accepted medical practice.
31. For travel by the Covered Member or a provider except as allowed under this Policy.
32. Orthodontics.

33. Services, supplies and devices relating to: (a) Holistic Medicine (b) Holistic Healing (c) Reiki (d) Medical Herbalism (e) Natural Healing (f) acupressure (g) homeopathic treatments (h) Rolfing; and other forms of Complementary and Alternative Medical treatments or therapy.
34. Services, supplies and devices relating to any of the following treatments or related procedures: (a) religious counseling (b) self-help programs.
35. Vitamins. NOTE: Certain vitamins may be covered for specific conditions in accordance with Medical Policy.
36. Food supplements and/or medical foods, except when used for Inborn Errors of Metabolism or Enteral Nutrition services as defined in the Medical Policy.
37. Services, supplies, drugs and devices for weight reduction or weight control, whether rendered for weight control or any other condition. This Exclusion does not include intensive behavioral dietary counseling for adult patients when services are provided by a physician, physician assistant or advanced nurse practitioner.
38. Education services, unless otherwise specified as a Covered Benefit, or tutoring services.
39. Any services, supplies, drugs, or devices primarily for personal comfort, hygiene, or convenience which are not primarily medical in nature.
40. Computerized items including, but not limited to, the following: (a) durable medical equipment (b) prosthetic limbs (c) communication devices. Payment for deluxe prosthetics and computerized limbs will be based on the Allowable Fee for a standard prosthesis.
41. Applied Behavior Analysis (ABA) services, except as specifically included in this Policy under the Autism Spectrum Disorders.
42. Services, supplies, drugs, and devices which are not listed as a Covered Benefit as provided in this Policy.
43. All services, supplies, drugs, and devices provided to treat any Illness or Injury arising out of employment as an athlete.
44. For any of the following: (a) for appliances, splints, or restorations necessary to increase vertical tooth dimensions or restore the occlusion, except as specified as a Covered Service in this Policy (b) for orthognathic Surgery, including services and supplies to augment or reduce the upper or lower jaw (c) for implants in the jaw-for pain, treatment, or diagnostic testing or evaluation related to the misalignment or discomfort of the temporomandibular joint (jaw hinge), including splinting services and supplies (d) for alveolectomy or alveoloplasty when related to tooth extraction.
45. Services, supplies, drugs, or devices provided before the Policy Effective Date of coverage or after the termination of coverage.



- 46. Any service, supply, drug, or devices excluded in any other section of this Policy.
- 47. Charges associated with health clubs.
- 48. Any service, supply, drug, device, or medical expense not provided by a Covered Provider.
- 49. Non-Emergent services, supplies, drugs, devices, or medical expense provided outside the United States.
- 50. Services, supplies, drugs, devices, or medical expenses which are not Covered Benefits, not Covered Medical Expenses, or for which benefit maximums have been reached.
- 51. Foreign Prescriptions, except when associated with an Emergency Medical Condition while You are traveling outside the United States.
- 52. Services, supplies, drugs, devices, or medical expenses not submitted within twelve (12) months after received or provided.
- 53. Hypnotherapy and hypnosis services and associated expenses are not covered, including, but not limited to the treatment of painful physical conditions: Mental Health Conditions; Substance Use Disorders; Smoking; Weight Loss; Dental Care; or Anesthesia purposes.
- 54. Illegal Services, Substances and Supplies.
- 55. Sexual Dysfunction.
- 56. Varicose Vein Treatment except in the following situations: (a) When there is an associated venous ulceration(s); or (b) A persistent OR recurrent bleeding from ruptured veins.

## SECTION 9—CLAIM PROVISIONS

No claims have to be submitted by the Covered Member when services are provided by an In-Network Provider. However, the Covered Member will need to submit a claim to Our Claims Administrator for reimbursement considerations when the Covered Member receives services from an Out-of-Network Provider.

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### HOW TO FILE A CLAIM

When a Covered Member receives services from of an In-Network, no claim form is required to be submitted to Us. However, if the Covered Member uses the services of a Out-of-Network, the Covered Member should file a claim with Us only if the Out-of-Network Provider does not file one for the Covered Member. Instructions on how to file a claim are found on our website at <https://www.mountainhealth.coop/>

In-Network Providers will automatically file a claim directly to Us on behalf of the Covered Member for whom they provide services. Therefore, the Covered Member is not required to complete and submit a claim to Us.

### NOTICE OF CLAIM

Written notice of claim must be given to Us within twelve (12) months after the occurrence or commencement of any loss covered by this Policy or as soon after that date as is reasonably possible. Notice given by or on behalf of the Covered Member or the beneficiary to Us at Our Claims Administration office address is shown on page 5, *Important Information*.

### CLAIM FORMS

We will furnish to the claimant such forms as are usually furnished by Us for filing proofs of loss upon request. You can also receive such form by visiting our website at <https://www.mountainhealth.coop/>

### PROOF OF LOSS

Written proof of loss must be furnished to Us at Our Claims Administrator's address is shown on page 4, *Important Information*, within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible, and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

### TIMELY PAYMENT OF CLAIMS

Covered Benefits payable under this Policy for any covered loss will be processed in the as outlined in this section.

*Timely Settlement of Claims*

We will pay or deny a claim within thirty (30) days after receipt of a proof of loss unless We make a reasonable request for additional information or documents in order to evaluate the claim. If We make a reasonable request for additional information or documents, We will pay or deny the claim within sixty (60) days of receiving the proof of loss unless We have notified You, Your assignee, or the claimant of the reasons for failure to pay the claim in full or unless

We have a reasonable belief that insurance fraud has been committed and We have reported the possible insurance fraud to the Director of Insurance. We will have the right to conduct a thorough investigation of all the facts necessary to determine payment of a claim.

If We fail to comply with the above provision and We may be liable for payment of the claim, We will pay an amount equal to the amount of the claim due plus 10% annual interest calculated from the date on which the claim payment was due. For purposes of calculating the amount of interest, a claim is considered due 30 days after Our receipt of the proof of loss or 60 days after receipt of the proof of loss if We made a reasonable request for information or documents. Interest payments must be made to the person who receives the claim payment. Interest is payable under this provision only if the amount of interest due on a claim exceeds \$5.

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## **PAYMENT OF CLAIMS**

Benefits payable under this Policy will be paid to the Covered Member.

If any benefit payable under this Policy is payable to the estate of the Covered Member or to an Covered Member or beneficiary who is a minor or otherwise not competent to give a valid release, We may pay such benefits, up to an amount not exceeding \$1,000, to any relative by blood or connection by marriage of the Covered Member or beneficiary who is deemed by Us to be equitably entitled to such benefit payment. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment.

## **PHYSICAL EXAMINATIONS AND AUTOPSY**

We, at Our own expense, will have the right and opportunity to examine the person of the Covered Member when and as often as We may reasonably require during the pendency of a claim under this Policy and to make an autopsy in case of death where it is not forbidden by law.

## **RIGHT TO RECOVER**

After We pay any claim under this Policy, We have the right to perform any review or audit for reconsidering the validity of the claim and requesting reimbursement for payment of an invalid claim or overpayment of a claim within twelve (12) months. The twelve (12)-month period for Our review or audit will not begin until:

We have actual knowledge of:

- a. An invalid claim;
- b. Claim overpayment; or
- c. Other incorrect payment if We have paid a claim incorrectly because of an error,

misstatement, misrepresentation, omission, or concealment, other than insurance fraud, by the health care provider or other person; and

However, We may perform a review or audit to reconsider the validity of a claim and may request reimbursement for an invalid or overpaid claim in a time period greater than 12 months from the date upon which We received notice of a determination, adjustment, or agreement regarding the amount payable with respect to a claim by:

1. Medicare;
2. A workers' compensation insurer;
3. Another health insurance issuer or group health plan;
4. A liable or potentially liable third party; or
5. A health insurance issuer that is domiciled in a state other than Idaho under an agreement among plans operating in different states when the agreement provides for payment by the Idaho health insurance issuer as host plan to Idaho providers for services provided to an individual under a plan issued outside of the state of Idaho.

## SUBROGATION

We will be entitled to subrogate against a judgment or recovery received by the Covered Member from a third party found liable for a wrongful act or omission that caused the Injury necessitating benefit payment under this Policy. Such subrogation will be to the extent necessary for reimbursement of benefits paid under this Policy to or on behalf of the Covered Member.

The Covered Member will be required to furnish any necessary information and complete documents needed by Us in order to enforce the right to subrogation. Further, the Covered Member cannot take any action that would prevent Us from pursuing this right of subrogation.

### *Third-Party Liability Provision*

If You intend to institute an action for damages against a third party, You must give Us reasonable notice of Your intention to institute the action.

You may request that We pay a proportionate share of the reasonable costs of the third-party action, including attorney fees. However, We may elect not to participate in the cost of the action. If We make an election to participate, We will waive 50% of any subrogation rights granted to Us in accordance with Idaho state law.

Our right of subrogation may not be enforced until the Injured Covered Member has been fully compensated for the Covered Member injuries.

# SECTION 10—COMPLAINTS, GRIEVANCES AND APPEALS

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## COMPLAINTS AND GRIEVANCES

We, the CO-OP, have established a Complaint and Grievance process. We contract with U of U Health Plans, Inc., whose contact information appears on page 5, *Important Information*, to process claims, handle complaints, grievances and appeals on Our behalf through U of U Health Plans Customer Service and the U of U Health Plans Appeals and Grievances Department, respectively. A complaint involves a communication from the Covered Member expressing discontent or dissatisfaction with services. A grievance is the same as an appeal.

If the Covered Member has a complaint, the Covered Member may call U of U Health Plans Customer Service at the telephone number which appears on page 5, *Important Information*. The U of U Health Plans Customer Service representative will make every effort to resolve the issue within one (1) business day. If more time is needed, to resolve the matter, the U of U Health Plans Customer Service representative will notify the Covered Member of the extended time needed to respond.

The Covered Member may also file a written complaint. The mailing address of U of U Health Plans Customer Service appears on page 4, *Important Information*. The Covered Member will be notified of the response to or resolution of this matter within thirty (30) days of the Covered Member written complaint.

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## CLAIMS PROCEDURES

A “Claim” is any request for a Policy benefit or benefits made for an Covered Member in accordance with this Policy’s claims procedure. A communication regarding benefits that is not made in accordance with these procedures will not be treated as a Claim under these procedures.

The initial benefit claim determination notice will be included in the Covered Member explanation of benefits (EOB) or in a letter from Us. Written notification will be provided whether or not the decision is adverse.

The Covered Member becomes a “Claimant” when the Covered Member makes a request for a benefit or benefits in accordance with this Policy’s claims procedures.

An Authorized Representative may act on behalf of a Claimant with respect to a benefit claim or appeal under these claims procedures only if an Appointment of Authorized Representative form, which appoints an authorized representative, is completed by the Covered Member.

An Appointment of Authorized Representative form may be obtained from, and completed forms must be submitted to the U of U Health Plans Customer Service Department at the address listed on page 4, *Important Information*. An assignment for purposes of payment does not constitute appointment of an authorized representative

under these claims procedures. Once an Authorized Representative is appointed, then We will direct all information, notification, etc., regarding the claim to the authorized representative. The Claimant will be copied on all notifications regarding decisions, unless the claimant provides specific written direction otherwise.

Any reference in these claims procedures to Claimant is intended to include the authorized representative of such Claimant appointed in compliance with the above procedures.

## **NOTIFICATION OF ADVERSE CLAIM DETERMINATION**

1. Adverse benefit determination on a claim is “adverse” if it is: (a) a rescission or a denial, reduction, or termination of; or (b) a failure to provide or make payment (in whole or in part) for a Policy benefit.
2. Notification of adverse benefit determination, in writing, will be provided to the Claimant of the adverse benefit determination on a claim and will include the following, in a manner calculated to be understood by the Claimant:
  - a. A statement of the specific reason(s) for the decision. If the adverse benefit determination is a rescission, the notice will include the basis for the fraud and/or intentional misrepresentation of a material fact;
  - b. Reference(s) to the specific Policy provision(s) on which the decision is based;
  - c. If applicable, a description of any additional material or information necessary to perfect the claim and why such information is necessary;
  - d. A description of this Policy’s procedures and time limits for appeal of the decision, and the right to obtain information about those procedures, contact information for a consumer appeal assistance program, and if applicable, a statement of the right to sue in federal court;
  - e. If applicable, a statement disclosing any internal rule, guidelines, protocol or similar criterion relied on in making the adverse decision (or a statement that such information will be provided free of charge upon request);
  - f. If the decision involves scientific or clinical judgment, either: (a) an explanation of the scientific or clinical judgment applying the terms of the Policy to the Claimant’s medical circumstances; or (b) a statement that such explanation will be provided at no charge upon request;
  - g. In the case of an urgent care claim, an explanation of the expedited review methods available for such claims, and
  - h. A statement that reasonable access to and copies of all documents and records and other information relevant to the adverse benefit determination will be provided, upon request and free of charge.

Notification of the adverse decision on an urgent care claim may be provided orally, but written notification shall be furnished not later than three days after the oral notice.

## YOUR RIGHT TO APPEAL

An Covered Member has a right to appeal an adverse benefit determination, including a rescission, under these claims procedures.

1. **How to File an Appeal.** If a Claimant disagrees with an adverse benefit determination, the Claimant (or authorized representative) may appeal the decision within 180 days from receipt of the adverse benefit determination. The appeal may be made in writing or over the telephone. Written appeals should list the reasons why the Claimant does not agree with the adverse benefit determination, may include additional medical documentation and must be sent to the address given for the U of U Health Plans Appeals and Grievances Department. If the Claimant (or authorized representative) is appealing over the telephone, the Claimant should call the telephone number listed on the inside cover of this Policy.

The Claimant may ask for Request for Review forms which may be obtained by contacting the U of U Health Plans Appeals and Grievances Department or on Our website [www.mhc.coop/idaho](http://www.mhc.coop/idaho) under Forms. A Request for Review form or a written appeal will be treated as received by the U of U Health Plans Appeals and Grievances Department on the date it is delivered to the above address and room. Written appeals must be sent to the U of U Health Plans Appeals and Grievances Department address shown on page 5.

2. **Access to Documents.** The Claimant will, on request and free of charge, be given reasonable access to, and copies of, all documents, records or other information relevant to the Claimant's claim for benefits. If the advice of a medical or vocational expert was obtained in connection with the initial benefit determination, the names of each such expert will be provided on request by the Claimant, regardless of whether the advice was relied on by Us.
3. **Submission of Comments.** A Claimant has the right to submit documents, written comments, or other information in support of an appeal.
4. **Important Appeal Deadline.** The appeal of an adverse benefit determination must be filed within 180 days following the Claimant's receipt of the notification of adverse benefit determination. Failure to comply with this important deadline may cause a Claimant to forfeit any right to any further review of an adverse decision under these procedures or in a court of law.
5. **Urgent Treatment Care Appeals.** In light of the expedited timeframes for decision of urgent care claims, an urgent care appeal may be submitted to the U of U Health Plans Appeals and Grievances Department by mail or telephone; refer to page 5, *Important Information*, for contact information. The claim should include at least the following information:
  - a. The identity of the Claimant;
  - b. A specific medical condition or symptom;
  - c. A specific treatment, service, or product for which approval or payment is requested; and



- d. Any reasons why the appeal should be processed on a more expedited basis.
6. **Evidence Consideration.** The review of the claim on appeal will take into account all evidence, testimony, new and additional records, documents or other information the Claimant submitted relating to the claim, without regard to whether such information was submitted or considered in making the initial adverse benefit determination.

If the U of U Health Plans Grievances and Appeals Department considers, relies on or generates new or additional evidence in connection with its review of the claim, it will provide the Claimant with the new or additional evidence free of charge as soon as possible and with sufficient time to respond before a final determination is required to be provided by the U of U Health Plans Grievances and Appeals Department. If the U of U Health Plans Grievances and Appeals Department relies on new or additional reasons in denying the Claimant's claim on review, the U of U Health Plans Appeals and Grievances Department will provide the Claimant with the new or additional reasons as soon as possible and with sufficient time to respond before a final determination is required to be provided by the U of U Health Plans Appeals and Grievances Department.
7. **Scope of Review.** The person who reviews and decides the Claimant's appeal will be a different individual than the person who decided the initial adverse benefit determination and will not be a subordinate of the person who made the initial adverse benefit determination. The review on appeal will not give deference to the initial adverse benefit determination and will be made anew. The U of U Health Plans Appeals and Grievances Department will not make any decision regarding hiring, compensation, termination, promotion or other similar matters with respect to the individual selected to conduct the review on appeal based upon how the individual will decide the appeal.
8. **Medical Professionals.** In the event that a claim is denied on the grounds of medical judgment, the U of U Health Plans Appeals and Grievances Department will consult with a health professional with appropriate training and experience. The health care professional who is consulted on appeal will not be the same person who was consulted, if any, regarding the initial benefit determination or a subordinate of that person.

## TIME PERIOD FOR NOTIFICATION OF FINAL INTERNAL ADVERSE BENEFIT DETERMINATIONS

1. **Urgent Treatment Care Claims.** Urgent Care Claims Appeals will be completed as soon as possible, taking into account the medical exigencies, but no later than seventy-two (72) hours after receipt by the U of U Health Plans Appeals and Grievances Department of the written appeal or completed Request for Review form. The U of U Health Plans Appeals and Grievances Department will notify the Claimant and/or the Covered Member Authorized Representative verbally and provide a follow-up written notice no later than seventy-two (72) hours after receipt of the appeal request.

**“Urgent Care Claim”** is a claim for medical care to which applying the post-service time periods for making pre-service claims decisions could seriously jeopardize the claimant's life, health or ability to regain maximum function or

would subject the claimant to severe pain that cannot be adequately managed without the care that is the subject of the claim. If the treating Physician determines the claim is “urgent,” the Plan must treat the claim as urgent.

2. **Post-Service Claims.** The appeal of a post-service claim will be decided within a reasonable period but no later than sixty (60) days after receipt by the U of U Health Plans Appeals and Grievance Department of the written appeal or completed Request for Review form.

“Post-Service Claim” is a claim that involves consideration of payment or reimbursement of costs for medical care that has already been provided).

3. **Concurrent Care Claims.** The appeal of a decision to reduce or terminate an initially approved course of treatment will be decided before the proposed reduction or termination takes place. The U of U Health Plans Appeals and Grievances Department will decide the appeal of a denied request to extend any concurrent care decision in the appeal timeframe for pre-service, urgent care, or post-service claims described above, as appropriate to the request.

“Concurrent Care” is when the Claimant has more than one medical condition existing and more than one Physician actively treats the condition related to their expertise, each physician can demonstrate medical necessity, and the treatments are provided on the same date(s). For example, an orthopedic surgeon cares for the patient’s fracture while the hospitalist oversees diabetes and hypertension management.

4. **Rescission Claims.** We will not rescind this plan or coverage with respect to an Covered Member once the Covered Member is covered under this plan or coverage involved, except that this section shall not apply to an Covered Member who has performed an act or practice that constitutes fraud or makes an intentional misrepresentation of material fact as prohibited by the terms of the plan or coverage. Such plan or coverage may not be cancelled except with prior notice to the enrollee, and only as permitted under section 2702(c) or 2742(b). The appeal of a decision to rescind coverage due to a fraud or intentional misrepresentation of a material fact will be decided no later than sixty (60) days from the date the U of U Health Plans Appeals and Grievances Department received the Claimant’s appeal.

## NOTIFICATION OF FINAL INTERNAL ADVERSE BENEFIT DETERMINATION

1. If the decision on appeal upholds, in whole or in part, the initial adverse benefit determination, the final internal adverse benefit determination notice will be provided, in writing, to the Claimant and will include the following, written in a manner calculated to be understood by the Claimant:
  - a. The specific reason(s) for the final internal adverse benefit determination, including a discussion of the decision. If the final internal adverse benefit determination upholds a rescission, the notice will include: (1) the basis for the fraud; or (2) intentional misrepresentation of a material fact;
  - b. A reference to the specific Policy provision(s) on which the decision is based, including identification of any standard relied upon in this Policy to deny the claim (such as a medical necessity standard), on which the final internal adverse benefit determination is based;

- c. If applicable, a statement describing the Claimant's right to request an external review and the time limits for requesting an external review;
  - d. If applicable, a statement disclosing any internal rule, guidelines, protocol or similar criterion relied on in making the final internal adverse benefit determination (or a statement that such information will be provided free of charge upon request);
  - e. If applicable, an explanation of the scientific or clinical judgment for any final internal adverse benefit determination that is based on a medical necessity or an experimental treatment or similar exclusion or limitation as applied to the claimant's medical circumstances; or a statement that such explanation will be provided at no charge on request;
  - f. Contact information for a consumer appeal assistance program and a statement of the claimant's right to file a civil action under Section 502(a) of ERISA; and
  - g. A statement indicating entitlement to receive on request, and without charge, reasonable access to or copies of all documents, records, or other information relevant to the determination.
2. Notification of an adverse decision on appeal of an urgent care claim may be provided orally, but written notification shall be furnished not later than three days after the oral notice.

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## EXTERNAL REVIEW PROCEDURES

Please read this notice carefully. It describes a procedure for review of a disputed health claim by a qualified professional who has no affiliation with us. If you request an independent external review of your claim, the decision made by the independent reviewer will be binding and final on us. You will have the right to further review of your claim by a court, arbitrator, mediator or other dispute resolution entity only if your claim is subject to the Employee Retirement Income Security Act of 1974 (ERISA), as more fully explained below under "Binding Nature of the External Review Decision."

If we issue a final Adverse Benefit Determination of your request to provide or pay for a health care service or supply, you may have the right to have our decision reviewed by health care professionals who have no association with us. You have this right only if our denial decision involved:

- The Medical Necessity, appropriateness, health care setting, level of care, or effectiveness of your health care service or supply, or
- Our determination that your health care service or supply was Investigational.

For purposes of the External Review the following definitions will be used:

**Medically Necessary** or **Medical Necessity** means treatment, services, medicines, or supplies that are necessary and appropriate for the diagnosis or treatment of an Covered Member illness, injury, or medical condition according to accepted standards of medical practice.

- (a) Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the Covered Member illness, injury or disease;
- (b) Not primarily for the convenience of the Covered Member, physician or other

health care provider; and  
(c) Not more costly than an alternative service or sequence of services or supply, and at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the Covered Member illness, injury or disease. For these purposes, "generally accepted standards of medical practice" means standards that are based on credible medical or scientific evidence.

### **Investigational/Experimental Service**

Any technology (service, supply, procedure, treatment, drug, device, facility, equipment or biological product), which is in a developmental stage or has not been proven to improve health outcomes such as length of life, quality of life, and functional ability. A technology is considered investigational if, as determined by Us, it fails to meet any one of the following criteria:

- (a) The service/technology has final approval from the appropriate government regulatory bodies;
- (b) Medical or scientific evidence regarding the service/technology is sufficiently comprehensive to permit well substantiated conclusions concerning the safety and effectiveness of the service/technology;
- (c) The service/technology's overall beneficial effects on health outweigh the overall harmful effects on health;
- (d) The service/technology is as beneficial as any established alternative.  
When used under the usual conditions of medical practice, the service/technology should be reasonably expected to satisfy the criteria of paragraphs (c) and (d) of this subsection; and
- (e) The service/technology must show improvement that is attainable outside the investigational setting. Improvements must be demonstrated when used under the usual conditions of medical practice.

If a service/technology is determined to be investigational, all services associated with the service/technology, including but not limited to associated procedures, treatments, supplies, devices, equipment, facilities or drugs will also be considered investigational.

You must first exhaust our internal grievance and appeals process. Exhaustion of that process includes completing all levels of appeal or, unless you requested or agreed to a delay, our failure to respond to a standard appeal within 35 days in writing or to an urgent appeal within three business days of the date you filed the appeal. We may also agree to waive the exhaustion requirement for an external review request. You may file for an internal urgent appeal with us and for an expedited external review with the Idaho Department of Insurance at the time if your request qualifies as an "urgent treatment request" defined below.

You may submit a written request for an external review to:

Idaho Department of Insurance  
ATTN: External Review  
700 W State St. 3<sup>rd</sup> Floor  
Boise, ID 83720-0043

For more information and for an external review request form:

- See the Idaho Department of Insurance web site, [www.doi.idaho.gov](http://www.doi.idaho.gov), or
- Call the Department of Insurance at (208) 334-4250, or toll-free in Idaho at 1-800-721-3272

You may represent yourself in the request or name another person, including your

treatment health care Provider, to act as your authorized representative. If you want someone else to represent you, you must include a signed "Appointment of an Authorized Representative" form with your request.

Your written external review request to the Department of Insurance must include a completed form authorizing the release of any of your medical records the independent review organization may require to reach a decision on the external review, including any judicial review of the external review decision pursuant to ERISA, if applicable. The Department of Insurance will not act on an external review request without your completed authorization form.

If your request qualifies for external review, our final Adverse Benefit Determination will be reviewed by an independent review organization selected by the Department of Insurance. We will pay the costs of the review.

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## STANDARD EXTERNAL REVIEW

You must file a written external review request with the Department of Insurance within four months after the date we issue a final notice of denial.

1. Within seven days after the Department of Insurance receives your request, the Department of Insurance will send a copy to us.
2. Within 14 days after we receive your request from the Department of Insurance, we will determine if the request is eligible. Within five business days after we complete that review, we will notify you and the Department of Insurance in writing if the request is eligible or what additional information is needed. If we deny your request for review, you may appeal that determination to the Department of Insurance.
3. If your request is eligible for review, the Department of Insurance will assign an independent review organization to your review within seven days of receipt of our notice. The Department of Insurance will also notify you in writing.
4. Within seven days of the date you receive the Department of Insurance notice of assignment to an independent review organization, you may submit any additional information in writing to the independent review organization for consideration.
5. The independent review organization must provide written notice of its decision to you, us, and the Department of Insurance within 42 days after receipt of an external review request.

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## EXPEDITED EXTERNAL REVIEW REQUEST

You may file a written "urgent treatment request" with the Department of Insurance for an expedited external review of a pre-service or concurrent service denial. You may file for an internal urgent appeal with us and for an expedited external review with the department at the same time.

**"Urgent treatment request"** means a claim relating to an admission, availability of

care, continued stay or health care service for which the Covered Member received emergency service but has not been discharged from a facility, or any pre-service or concurrent care claim for medical care or treatment for which application of the time periods for making a regular external review determination:

1. Could seriously jeopardize your life or health or your ability to regain maximum function;
2. In the opinion of the treating health care professional with knowledge of your medical condition, would subject you to severe pain that cannot be adequately managed without the disputed care or treatment; or
3. The treatment would be significantly less effective if not promptly initiated.

The Department of Insurance will send your request to us. We will determine, within two full business days, if your request is eligible for review. We will notify you and the Department of Insurance no later than one business day if your request is eligible. If we deny your request for review, you may appeal that determination to the Department of Insurance.

If your request is eligible for review, the Department of Insurance will assign an independent review organization to your review upon receipt of our notice. The Department of Insurance will also notify you. The independent review organization must provide notice of its decision to you, us, and the Department of Insurance within 72 hours after the date of receipt of the external review request. The independent review organization must provide written confirmation of its decision within 48 hours of notice of its decision. If the decision reverses our denial, we will, not later than one business day after receiving notice of the decision, notify you and the Department of Insurance of our intent to pay the covered benefit.

**Binding Nature of the External Review Decision:** If your plan is subject to federal ERISA laws (generally, any plan offered through an employer to its employees), the external review decision by the independent review organization will be final and binding on us. You may have additional review rights provided under federal ERISA laws.

If your plan is not subject to ERISA requirements, the external review decision by the independent review organization will be final and binding on both you and us.

**This means that if you elect to request external review, you will be bound by the decision of the independent review organization. You will not have any further opportunity for review of our denial after the independent review organization issues its final decision.** If you choose not to use the external review process, other options for resolving a disputed claim may include mediation, arbitration, or filing an action in court.

Under Idaho law, the independent review organization is immune from any claim relating to its opinion rendered or acts or omissions performed within the scope of its duties unless performed in bad faith or involving gross negligence.

# SECTION 11—GENERAL PROVISIONS

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## ENTIRE CONTRACT; CHANGES

This Policy, including the application, endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this Policy will be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto. No insurance producer has authority to change this Policy or to waive any of its provisions.

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## MISSTATEMENT OF AGE

If the age of the Covered Member has been misstated, all amounts payable under this Policy will be such as the premium paid would have purchased at the correct age.

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## REPRESENTATIONS

In the absence of fraud, any statement made by You will be deemed a representation and not a warranty. Such statement may not be used in defense of a claim, unless it is contained in a signed application.

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## TIME LIMIT ON CERTAIN DEFENSES

After two (2) years from the date of issue of this Policy, no misstatements, except fraudulent misstatements, made by the applicant in the application for this Policy will be used to void this Policy or to deny a claim for loss incurred or disability (as defined in this Policy) commencing after the expiration of such two-year period.

No claim for loss incurred or disability (as defined in this policy) commencing after two (2) years from the date of issue of this Policy will be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this Policy.

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## CHANGE OF BENEFICIARY

Unless the Covered Member makes an irrevocable designation of beneficiary, the right to change a beneficiary is reserved to the Covered Member. The consent of the beneficiary or beneficiaries will not be requisite to surrender or assignment of this Policy, or to any change of beneficiary or beneficiaries, or to any other changes in this Policy.

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## ASSIGNMENT

Covered Member may not assign any rights they may have under this Policy. No person, other than a Covered Member, is entitled to Covered Benefits under this Contract. This Contract is not assignable or transferable to any other person.



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## LEGAL ACTIONS

No action of law or equity will be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action will be brought after the expiration of 3 years after the written proof of loss is required to be furnished.

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## NONPARTICIPATING

This Policy does not share in any distribution of surplus. No dividends are payable.

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## CHOICE OF LAW

This Contract will be administered under the laws of the State of Idaho. Any provision of this Contract that is not in conformity with applicable law or regulation in the State of Idaho shall not be rendered invalid, but shall be construed and applied as if it were in full compliance with the applicable laws and regulations of the State of Idaho.

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## RESCISSION

This Policy is subject to rescission if a Covered Member commits an act or omission that constitutes fraud or intentional misrepresentation of a material fact.

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## VALIDITY OF CONTRACT

This Policy shall not be rendered invalid if any provision is held by a court to be illegal or in conflict with applicable law but this Policy shall be construed without the invalid provision.

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## BENEFIT DISCRETION

We may agree, at our discretion, to make payments for services, supplies, drugs, devices or medical expenses which are not listed as Covered Benefits in order to provide quality care at a lesser cost.

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## IN-NETWORK PROVIDERS

In-Network Providers are independent contractors and We are not responsible for any of In-Network Providers' actions or omissions.

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## NOTICES

We will send notices required by this Policy using the United States mail, postage prepaid. Notices will be mailed to the address appearing on our records. Covered Member must send notices to Us at the address listed on our website, <https://www.mountainhealth.coop/>. Any required time periods will be measured from the date the notice was mailed.

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## TERM

The term of this Policy is set in the SBC.

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# SECTION 12-REQUIRED NOTICES

## NOTICE OF PRIVACY PRACTICES

**This notice describes how Medical Information about you may be used and disclosed and how you can get access to this information. Please review it carefully.**

This Notice of Privacy Practices describes how protected health information (PHI) may be used or disclosed by your health plan to carry out payment, health care operations and for other purposes that are permitted by law. This Notice of Privacy Practices also explains your health plan's legal obligations concerning your PHI, and describes your rights to access, amend, and manage your PHI.

PHI is individually identifiable information, including demographic information, collected from you or created and received by a health care provider, a health plan, your employer, (when functioning on behalf of a group health plan), or a health care clearinghouse and that relates to: (i) your past, present, or future physical or mental health or condition; (ii) the provision of health care to you; or (iii) the past, present, or future payment for the provision of health care to you.

This Notice of Privacy Practices has been drafted to be consistent with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule. Any terms not defined in this Notice have the same meaning as they have in the HIPAA Privacy Rule. If you have any questions about this Notice or the policies and procedures described herein, please contact Mountain Health CO-OP Privacy Office at (406) 447-9510.

### **Effective Date:**

This Notice of Privacy Practices is effective **January 1, 2020**.

### **The Plan's Responsibilities:**

Mountain Health CO-OP (the CO-OP) is required by law to maintain the privacy of all medical information within its organization; provide this Notice of Privacy Practices to all Policyholders and Certificate holders Persons; inform Policyholders and Certificate holders of our legal obligations; and advise Policyholders and Certificate holders of additional rights concerning their medical information. The CO-OP must follow the privacy practices contained in this notice and continue to do so until this notice is changed or replaced.

The CO-OP reserves the right to change its privacy practices and terms of this notice at any time, provided applicable law permits the changes. Any changes made in these privacy practices will be effective for all medical information that is maintained including information created or received before the changes were made. All Policyholders and Certificate holders will be notified of any changes by receiving a new Notice of Privacy Practices.

The CO-OP collects and maintains oral, written and electronic information to administer our business and to provide products, services and information of importance to members. We maintain physical, electronic and procedural security safeguards in the handling and maintenance of your information in accordance with applicable state and federal standards, to protect against risks such as loss, destruction or misuse.

You may request a copy of this Notice of Privacy Practices at any time by contacting our Compliance Officer, Mountain Health CO-OP, PO Box 5358, Helena MT, 59604 or (406)

447-9510.

### **Use and Disclosures of PHI:**

The following is a description of how the CO-OP is most likely to use and/or disclose your PHI. The CO-OP has the right to use and disclose your PHI for all activities that are included within the definitions of “treatment”, “payment” and “healthcare operations” as set out in 45 CFR 164.501 (this provision is part of the HIPAA Privacy Rule). Not all of the activities listed in this Notice are included within these definitions. Please refer to 45 CFR 164.501 for a complete list. In order to administer your health benefits, the CO-OP may use or disclose your health information in various ways without your authorization, including:

**Treatment:** Your medical information may be disclosed to a doctor or hospital that requests it to provide treatment to you or for disease and case management programs.

**Payment:** Your medical information may be used or disclosed to pay claims for services which are covered under your health care coverage.

**Health Care Operations:** Your medical information may be used and disclosed to determine premiums, conduct quality assessment and improvement activities, to engage in care coordination or case management, to pursue Right of Recovery and Reimbursement/Subrogation, accreditation, conducting and arranging legal services, underwriting and rating, and for other administrative purposes.

### **Other Permissible Uses and Disclosures of PHI:**

The following describes other possible ways in which the CO-OP may (and is permitted to) use and/or disclose your PHI.

**Abuse or Neglect:** The CO-OP may disclose your PHI to a government authority that is authorized by law to receive reports of abuse, neglect or domestic violence.

**Required by Law:** Your medical information may be used or disclosed as required by state or federal law. For example, we will use and disclose your Personal Health Information in responding to court and administrative orders and subpoenas, and to comply with workers’ compensation laws. We will disclose your PHI when required by the Secretary of Health and Human Services and state regulatory authorities.

### **Coroners, Medical Examiners, Funeral Directors, Organ Donation Organizations:**

The CO-OP may disclose PHI to a coroner or medical examiner for purposes of identifying a deceased person, determining a cause of death, or for the coroner or medical examiner to perform other duties authorized by law. The CO-OP also may disclose, as authorized by law, information to funeral directors so that they may carry out their duties. Further, the CO-OP may disclose PHI to organizations that handle organ, eye, or tissue donation and transplantation.

**Matters of Public Interest:** Medical information may be released to appropriate authorities under reasonable assumption that you are a possible victim of abuse, neglect or domestic violence or the possible victim of other crimes. Medical information may be released to the extent necessary to avert a serious threat to your health or safety or to the health or safety of others. Medical information may be disclosed when necessary to assist law enforcement officials to capture an individual who has admitted to participation in a crime or has escaped from lawful custody. Medical information may be disclosed for

purposes of child abuse reporting.

**Health Oversight Activities:** The CO-OP may disclose your PHI to a health oversight agency for activities authorized by law, such as: audits; investigations; inspections, licensure, or disciplinary actions; or civil, administrative, or criminal proceedings or actions. Oversight agencies seeking this information include government agencies that oversee: (i) the health care system; (ii) government benefit programs; other government regulatory programs; and (iv) compliance with civil rights laws.

**Court or Administrative Order:** Medical information may be disclosed in response to a court or administrative order, subpoena, discovery request, or other lawful process, under certain circumstances.

**Military Authorities:** Medical information of Armed Forces personnel may be disclosed to Military authorities under certain circumstances. Medical information may be disclosed to federal officials as required for lawful intelligence, counterintelligence, and other national security activities.

**Research:** Your medical information may be used or disclosed for research purposes provided that certain established measures to protect your privacy are in place.

**Inmates:** If you are an inmate of a correctional institution, the CO-OP may disclose your PHI to the correctional institution or to a law enforcement official for (i) the institution to provide health care to you; (ii) your health and safety and the health and safety of others; or (iii) the safety and security of the correctional institution.

**Workers' Compensation:** The CO-OP may disclose your PHI to comply with workers' compensation laws and other similar programs that provide benefits for work-related injuries or illness.

**Emergency Situations:** The CO-OP may disclose your PHI in an emergency situation, or if you are incapacitated or not present, to a family member, close personal friend, authorized disaster relief agency, or any other person previously identified by you. The CO-OP will only disclose the PHI that is directly relevant to the person's involvement in your case.

**Fundraising Activities:** The CO-OP may use or disclose your PHI for fundraising activities, such as raising money for a charitable foundation or similar entity to help finance its activities. If the CO-OP contacts you for fundraising activities, the CO-OP will give you the opt-out to stop receiving such communications in the future.

**Group Health Plan Disclosures:** The CO-OP may disclose your PHI to a sponsor of the group health plan, such as an employer or other entity that is providing a health care program to you. The CO-OP can disclose your PHI to that entity if that entity has contracted with us to administer your health care program on its behalf.

**Authorizations:** You may provide written authorization to use your medical information or to disclose it to anyone for any purpose. You may revoke this authorization in writing at any time, but this revocation will not affect any use or disclosure permitted by your authorization while it was in effect. Unless you give written authorization, we cannot use or disclose your medical information for any reason except those described in this notice.

**Personal Representatives:** Your medical information may be disclosed to you or to a family

member, friend or other person to the extent necessary to assist with your health care or with payment for your health care but only if you agree we may do so or if they have the legal right to act for you, as described in the Individual Rights section of this notice.

**Underwriting:** No medical information will be received from you for underwriting, premium rating or other activities relating to the creation, renewal or replacement of health care coverage or benefits. Since no medical information is required for underwriting, no medical information can or will be provided to others.

**Marketing:** Your medical information may be used to contact you with information about health-related benefits, services or treatment alternatives that may be of interest to you. Your medical information may be disclosed to a business associate to assist us in these activities. Unless the information is provided to you by a general newsletter or in person or is for products or services of nominal value, you may opt-out of receiving further information by telling us.

**Business Associates:** From time to time we engage third parties to provide various services for us. Whenever an arrangement with such a third party involves the use or disclosure of your PHI, we will have a written contract with that third party designed to protect the privacy of your Health Information. For example, we may share your information with business associates who process claims or conduct disease management programs on our behalf. Such parties might include health care providers, Third Party Administrators, Pharmacy Benefit Managers and vendors that assist the CO-OP with insurance functions.

#### **Uses and Disclosures of your PHI that Require Your Authorization:**

**Sale of PHI:** The CO-OP will request your written authorization before it makes any disclosures that is deemed a sale of your PHI, meaning that the CO-OP is receiving compensation for disclosing the PHI in this manner.

**Psychotherapy Notes:** The CO-OP will request your written authorization to use or disclose any of your psychotherapy notes that the CO-OP may have on file with limited exception, such as for certain treatment, payment of health operation functions.

Other uses and disclosures of your PHI that are not described above will be made only with your written authorization. If you provide such authorization, you may revoke the authorization in writing and this revocation will be effective for future uses and disclosures, relaying on the authorization.

#### **Required Disclosures of your PHI:**

The following describes disclosures that the CO-OP is required by law to make.

**Disclosures to the Secretary of the U.S. Department of Health and Human Services:** The CO-OP is required to disclose your PHI to the Secretary of the U.S. Department of Health and Human Services when the Secretary is investigating or determining the CO-OP's compliance with the HIPAA Privacy Rule.

**Disclosures to You:** The CO-OP is required to disclose to you most of your PHI in a designated record set when you request access to this information. A designated record contains medical and billing records as well as other records that are used to make decisions about your health care benefits. The CO-OP also is required to provide, upon your request, an accounting of most disclosures of your PHI that are for reasons

other than payment and health care operations and not disclosed through signed authorization. The CO-OP will disclose your PHI to an individual who has been designated by you as your personal representative and who has qualified for such designation in accordance with applicable state law. However, before the CO-OP will disclose PHI to such a person, you must submit a written notice of his/her designation, along with the documentation that supports his/her qualification (such as a power of attorney).

Even if you designate a personal representative, the HIPAA Privacy Rule permits the CO-OP to elect not to treat the person as your personal representative if the CO-OP has a reasonable belief that: (i) you have been, or may be subjected to domestic violence, abuse, or neglect by such person; (ii) treating such person as your personal representative could endanger you; or (iii) the CO-OP determines, in the exercise of its professional judgement, that it is not in your best interest to treat the person as your personal representative.

### **Your Rights:**

**Access:** You have the right to receive or review copies of your medical information, with limited exceptions. You may at any time during the filing period, receive reasonable access to and copies of all documents, records, and other information upon request and free of charge. Documents may be viewed at the CO-OP office, 810 Hialeah Court, Helena, MT 59601 between the hours of 8:00am and 5:00pm, Monday through Friday, excluding holidays. You may also request that the CO-OP mail copies of all documentation including electronic delivery to an electronic mail address. Any request to obtain access to your medical information must be made in writing. You may obtain a form to request access by using the contact information above or you may send us a letter requesting access to the address located above. If your PHI is maintained in an electronic health record ("EHR"), you also have the right to request that an electronic copy be sent to you or to another individual or entity.

**Accounting:** You have the right to receive an accounting of the disclosures of your medical information made by our company or by a business associate of our company. This accounting will list each disclosure that was made of your medical information for any reason other than treatment, payment, health care operations and certain other activities since January 1, 2014; however, if disclosures for purposes of treatment, payment, or health care operations were made through an EHR, you have the right to request an accounting for such disclosures made during the previous three years. This accounting will include the date the disclosure was made, the name of the person or entity the disclosure was made to, a description of the medical information disclosed, the reason for the disclosure, and certain other information. If you request an accounting more than once in a 12-month period, there may be a reasonable cost-based charge for responding to these additional requests. For a more detailed explanation of the fee structure, please contact our office using the information at the end of this notice.

**Designation of Personal Representative:** You have the right to designate a family member, friend or other person as your personal representative. Your medical information may be disclosed to your personal representative to the extent necessary to help with your health care or with payment for your health care. You may obtain a form to designate a personal representative by using the contact information at the end of this notice.

**Restriction on Disclosures:** You have the right to request restrictions on our use or disclosure of your medical information. Generally, we are not required to agree to these additional requests. If you paid out-of-pocket for a specific item or service, you have the right to request that medical information with respect to that item or service not be disclosed to a health plan for purposes of payment or health care operations and we are

required to honor that request. You also have the right to request a limit on the medical information we communicate about you to someone who is involved in your care or the payment for your care. Any agreement to restrictions on the use and disclosure of your medical information must be in writing and signed by a person authorized to make such an agreement on behalf of the company; such restrictions shall not apply to disclosures made prior to granting the request for restrictions. The company will not be bound unless the agreement is so memorialized in writing.

**Confidential Communications:** You have the right to request confidential communications about your medical information by alternative means or alternative locations. You must inform the company that confidential communication by alternative means or to an alternative location is required to avoid endangering you. You must make your request in writing and you must state that the information could endanger you if it is not communicated by the alternative means or to the alternative location requested. The company must accommodate the request if it is reasonable, specifies the alternative means or location, and continues to permit us to collect premium and pay claims under your health plan.

**Amendment:** You have the right to request that the company amend your medical information. Your request must be in writing and it must explain why the information should be amended. The company may deny your request if the medical information you seek to amend was not created by our company or for certain other reasons. If your request is denied, the company will provide a written explanation of the denial. You may respond with a statement of disagreement to be appended to the information you wanted amended. If the company accepts your request to amend the information, the company will make reasonable efforts to inform others, including the people you name, of the amendment and to include the changes in any future disclosures of that information.

**Right to Inspect and Copy:** You have the right to inspect and copy PHI that is contained in a "designated record set". Generally, a designated record set contains medical and billing records as well as other records that are used to make decisions about your health care benefits. However, you may not inspect psychotherapy notes or certain other information that may be contained in a designated record set. To inspect and copy your PHI, you must submit a request to the CO-OP privacy official using the contact information found at the bottom of this Notice. The CO-OP may deny your request to inspect or copy in certain limited circumstances. If you are denied access to your information, you may request that the denial be reviewed. To request a review, you must contact the CO-OP Privacy Office. A licensed health care professional chosen by us will review your request and the denial. The person performing the review will not be the same one who denied your initial request. Under certain conditions, the denial will not be reviewable.

**Breach Notification:** You have the right to receive notice of a breach. We are required to notify you by first class mail or by e-mail (if you have indicated a preference to receive information by e-mail), of any breaches of Unsecured Protected Health Information as soon as possible, but in any event, no later than 60 days following the discovery of the breach. "Unsecured Protected Health Information" is information that is not secured through the use of a technology or methodology identified by the Secretary of the U.S. Department of Health and Human Services to render the Personal Health Information unusable, unreadable, and undecipherable to unauthorized users.

**The notice is required to include the following information:**

A brief description of the breach, including the date of the breach and the date of its discovery, if known; a description of the type of Unsecured Personal Health Information



involved in the breach; steps you should take to protect yourself from potential harm resulting from the breach; a brief description of the actions we are taking to investigate the breach, mitigate losses, and protect against further breaches; and contact information, including a toll-free telephone number, e-mail address, Web site, or postal address to permit you to ask questions or obtain additional information.

In the event the breach involves 10 or more patients whose contact information is out of date, we will post a notice of the breach on the home page of our website or in a major print or broadcast media. If the breach involves more than 500 individuals in the state or jurisdiction, we will send notices to prominent media outlets. If the breach involves more than 500 individuals, we are required to immediately notify the Secretary of Health and Human Services. We also are required to submit an annual report to the Secretary of Health and Human Services of a breach that involves less than 500 individuals during the year, and we will maintain a written log of breaches involving less than 500 patients.

**Right to a Copy of this Notice:** You have the right to request a copy of this Notice at any time by contacting the CO-OP Privacy Office. If you receive this Notice on the CO-OP website or by electronic mail, you are entitled to request a paper copy.

**Potential Impact of State Law:**

The HIPAA Privacy Rule regulations generally do not “preempt” (or take precedence over) state privacy or other applicable laws that provide individuals greater privacy protections. As a result, the extent state law applies, the privacy laws of state, or other federal laws, rather than the HIPAA Privacy Rule regulations, might impose a privacy standard under which the CO-OP will be required to operate. For example, where such laws have been enacted, the CO-OP will follow more stringent state privacy laws that relate to uses and disclosures of PHI concerning HIV or AIDS, mental health, substance abuse/chemical dependency, genetic testing, reproductive rights, etc.

**Complaints, Questions and Concerns:**

If you want more information concerning our privacy practices, or you have questions or concerns, please contact our Privacy Office. If you are concerned that: (1) the company has violated your privacy rights; (2) you disagree with a decision made about access to your medical information or in response to a request you made to amend or restrict the use or disclosure of your medical information; (3) to request that the company communicate with you by alternative means or at alternative locations, you may complain to us using the contact information below. You may also submit a written complaint to the U.S. Department of Health and Human Services. The address to file a complaint with the U.S. Department of Health and Human Services will be provided upon request.

The CO-OP supports your right to protect the privacy of your medical information. There will be no retaliation in any way if you choose to file a complaint with Mountain Health Cooperative or with the U.S. Department of Health and Human Services.

*The Privacy Office  
Mountain Health CO-OP  
P.O. Box 5358, Helena, MT 59604  
(406) 447-9510  
E-mail: [info@mhc.coop](mailto:info@mhc.coop)*

## **Women's Health & Cancer Rights Act**

The Women's Health & Cancer Rights Act (WHCRA) requires health plans to make certain benefits available to participants who have undergone or who are going to have a mastectomy. In particular, a plan must offer mastectomy patients benefits for:

- Covered under the employer-sponsored medical plan, and
- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan. Your plans comply with these requirements.

## **Newborns' and Mothers' Health Protection Act**

The Newborns' and Mothers' Health Protection Act (the Newborns' Act) provides protections for mothers and their newborn children relating to the length of their hospital stays following childbirth. Under the Newborns' Act, group health plans may not restrict benefits for mothers or newborns for a hospital stay in connection with childbirth to less than 48 hours following a vaginal delivery or 96 hours following a delivery by cesarean section. The 48-hour (or 96-hour) period starts at the time of delivery, unless a woman delivers outside of the hospital. In that case, the period begins at the time of the hospital admission.

The attending provider may decide, after consulting with the mother, to discharge the mother and/or her newborn child earlier. The attending provider cannot receive incentives or disincentives to discharge the mother or her child earlier than 48 hours (or 96 hours).

## **Health Insurance Portability & Accountability Act Non-discrimination Requirements**

The Health Insurance Portability & Accountability Act (HIPAA) prohibits group health plans and health insurance issuers from discriminating against individuals with respect to premiums, eligibility or benefits based on an individual's health factors.

These health factors include: health status, medical condition (including both physical and mental illness), claims experience, receipt of health care, medical history, genetic information, evidence of insurability and disability.

## **Special Enrollment rights**

The Health Plan Portability & Accountability Act (HIPAA) provides rights and protections for participants and beneficiaries in group health plans that allow a special opportunity to enroll in a new plan in certain circumstances.

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this plan (except dental and vision plans elected separately from your medical plans) if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents' other

coverage). However, you must request enrollment within 30 days (60 days if the lost coverage was Medicare or Healthy Families) after your or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption or placement for adoption.

To request special enrollment or obtain more information, contact our office.

HIPAA Special Enrollment Opportunities include:

- COBRA (or state continuation of coverage) exhaustion.
- Loss of other health insurance coverage.
- Acquisition of a dependent through marriage, birth, adoption or place for adoption.

Becoming eligible for a State Medicaid or premium assistance subsidy (CHIPRA).

### **Non-Discrimination Statement and Notice-Discrimination is Against the Law**

Mountain Health Co-Op ("the CO-OP") complies with applicable Federal civil rights laws and does not discriminate based on race, color, national origin, disability, age, sex, gender, sexual orientation, or health status in the administration of the plan, including enrollment and benefit determinations. The CO-OP does not exclude people or treat them differently because of race, color, national origin, disability, age, sex, gender, sexual orientation, or health status.

The CO-OP:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact the CO-OP: 855-447-2900

If you believe that the CO-OP has failed to provide these services or discriminated in another way based on race, color, national origin, age, disability, age, sex, gender, sexual orientation, or health status, you can file a grievance with:

The University of Utah Health Plans  
Attn: Appeals Committee Chairperson  
6053 Fashion Square Dr, Suite 110  
Murray, UT 84107

Phone: 855-447-2900 or 1-800-346-4128

Appeal forms are available at

<https://app.secure.uuhsc.utah.edu/uhealthplans/forms/appeal>

You may also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

Or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, D.C. 20201  
Phone: 1-800-368-1019, 800-537-7697 (TDD)  
Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>

# SECTION 13-YOUR RIGHTS AND PROTECTIONS AGAINST SURPRISE MEDICAL BILLS

When you get emergency care or get treated by an out-of-network provider at an in-network hospital or ambulatory surgical center, you are protected from surprise billing or balance billing.

## **What is “balance billing” (sometimes called “surprise billing”)?**

When you see a doctor or other health care provider, you may owe certain out-of-pocket costs, such as a copayment, coinsurance, and/or a deductible. You may have other costs or be required to pay the entire bill if you see a provider or visit a health care facility that isn't in your health plan's network. Out-of-Network Providers may be permitted to bill you for the difference between Our plan Allowable Amount and the full amount charged for a service. This is called “balance billing.” This amount is likely more than In-Network costs for the same service and might not count toward your annual Out-of-Pocket limit. “Surprise billing” is an unexpected balance bill. This can happen when You can't control who is involved in your care—like when You have an emergency or when You schedule a visit at an In-Network facility but are unexpectedly treated by an Out-of-Network provider.

## **You are protected from balance billing for:**

**Emergency Services:** If you have an emergency medical condition and get emergency Services from an Out-of-Network Provider or facility, the most the provider or facility may bill you is your plan's In-Network cost-sharing amount (such as copayments and coinsurance). You can't be balance billed for these Emergency Services. This includes services You may get after you're in stable condition, unless You give written consent and give up Your protections not to be balance billed for these post-stabilization services.

**Please Note for Montana Members:** In Montana for air ambulance services provided by a non-Montana hospital controlled out of network air ambulance service for an emergency medical condition the insurer or health plan shall assume the Member's responsibility, if any, for amounts charged in excess of allowed amounts under the plan. The Member is still responsible for applicable copayments, coinsurance and deductibles as if the air ambulance services were In-Network. An insurer or health plan shall pay or deny the claim and notify a Member of any deductible, coinsurance, or copayment that is the Member's responsibility to pay within 30 days of receiving an air ambulance claim as described above. Mont. Code Ann. § 33-2-2301 et seq.

When you receive services from an In-Network hospital or ambulatory surgical center, there may be Out-of-Network services provided. In these cases, the most those providers may bill you is your plan's In-Network cost-sharing amount. This applies to emergency medicine, anesthesia, pathology, radiology, laboratory, neonatology, assistant surgeon, hospitalist, or intensivist services. These providers can't balance bill you and **may not** ask you to give up your protections not to be balance billed.

If you get other services at these In-Network facilities, Out-of-Network providers can't balance bill you, unless you give written consent and give up your protections.

You're never required to give up Your protections from balance billing. You also aren't required to get care Out-of-Network. You can choose a provider or facility in Your plan's

network. When balance billing isn't allowed, you also have the following protections:

1. You are only responsible for paying your share of the cost (like the copayments, coinsurance, and deductibles that you would pay if the provider or facility was in-network).
2. We will pay Out-of-Network providers and facilities directly.
3. We generally must:
  1. Cover emergency services without requiring you to get approval for services in advance (prior authorization).
  2. Cover emergency services by out-of-network providers.
  3. Base what you owe the provider or facility (cost-sharing) on what it would pay an in-network provider or facility and show that amount in your explanation of benefits.
  4. Count any amount you pay for emergency services or out-of-network services toward your deductible and out-of-pocket limit.

If you believe you've been wrongly billed, you may contact the No Surprises Help Desk (NSHD) at 1-800-985-3059 or visit <https://www.cms.gov/nosurprises> for more information on your protections under federal law.