



2023

# LARGE GROUP HEALTH INSURANCE POLICY

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

# GROUP HEALTH INSURANCE POLICY

**GROUP POLICYHOLDER:** Legacy Rehab Services, LLC

**GROUP POLICY NUMBER:** 7112109

**EFFECTIVE DATE OF POLICY:** 12/1/2023

**PREMIUM DUE DATE:** First day of each month

**POLICY RENEWAL DATE:** December 1

**POLICY ANNIVERSARY DATE:** December 1

**POLICY DELIVERY STATE:** Idaho

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

This is a legal contract between the Policyholder and Mountain Health Cooperative. We will pay Covered Medical Expenses for Covered Benefits provided under this Group Policy for Covered Member in accordance with the terms, conditions, limitations and exclusions set forth in this Group Policy.

This Group Policy is issued in consideration of the application and payment of the initial premium by the Policyholder.

This Group Policy will take effect at 11:59 P.M.. on the Policy Effective Date of this Group Policy as set forth above, provided that it has been signed by the authorized officers of the Mountain Health Cooperative, and the Policyholder has signed the attached application and Group Policyholder Acceptance form for this Group Policy.

## PLEASE READ YOUR POLICY CAREFULLY

Signed for Mountain Health Co-op



Richard Mittenberger, Chief Executive Officer

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# IMPORTANT INFORMATION

Mountain Health CO-OP is pleased to provide You with this Group Policy for Covered Members. This Policy provides a Provider Network through which Covered Members may obtain medical care and services while maximizing Your Covered Benefits. However, Covered Members also may elect to receive services from an Out-of-Network Provider. When Covered Members 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 of In-Network Provider Directory on the Mountain Health Cooperative Website at <https://www.mountainhealth.coop/>.

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## POLICY AND CUSTOMER SERVICES – U OF U HEALTH PLANS

Our Third-Party Administrator, University of Utah Health Insurance Plans (U of U Health Plans) administers the following services for this policy. Contact U of U Health Plans Customer Services regarding these services.

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

## CONTACT U OF U HEALTH PLANS CUSTOMER SERVICE:

- Customer Service Phone Number: 855-447-2900
  - Address: University of Utah Health Insurance Plans  
PO Box 45180  
Salt Lake City, UT 84145
  - Claims Submission: University of Utah Health Insurance Plans, c/o MHC  
PO Box 45180  
Salt Lake City, UT 84145
  - Complaints, Grievances and Appeals: University of Utah Health Insurance Plans Appeals Committee  
Chairperson  
6053 Fashion Square Dr. Suite 110  
Murray UT 84107  
[https://app.healthcare.utah.edu/uhealthplans/forms/montanahealth\\_appeal](https://app.healthcare.utah.edu/uhealthplans/forms/montanahealth_appeal)
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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 West State Street, 3<sup>rd</sup> Floor  
PO Box 83720  
Boise, ID 83720-0043  
800-721-3272 or 208-334-4250  
[www.doi.idaho.gov](http://www.doi.idaho.gov)
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## CONTACT MOUNTAIN HEALTH CO-OP

- Phone Number: 855-447-2900
  - Address: Mountain Health Co-op  
PO Box 5338, Helena MT 59604  
or  
5995 W State Street, Boise ID 83703
  - Website: <https://www.mountainhealth.coop/>
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## IMPORTANT NOTICES

### PEDIATRIC DENTAL COVERAGE NOT INCLUDED

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, your health insurance company, or Your Health Idaho if you wish to purchase a stand-alone dental care product.

### COVERED MEMBERS RIGHTS AND RESPONSIBILITIES STATEMENT

#### A Covered Member has the right to:

- I. Members have the right to receive information about their health plan, its practitioners and providers, and members' rights and responsibilities.
- II. Members have the right to courteous treatment. We respect your right to:
- III. Be treated with respect and recognition of your dignity. We will not discriminate in the care offered to you based on race, religion, national origin, sex, age, sexual preference, type of illness, or financial status.
- IV. Be addressed in a manner that is comfortable to you.
- V. Know your health care providers. You have the right to ask all personnel involved in your care to introduce themselves, state their position, and explain what they are going to do for you.
- VI. Members have the right to available and accessible services, including emergency services. Responsibility for payment for such services will be determined by Your coverage.
- VII. Members have the right to privacy.

- VIII. Members have the right to a candid discussion of appropriate or medically-necessary treatment options for their conditions, regardless of cost or benefit coverage.
- IX. Members have the right to be informed about their health care and to receive information about proposed treatments and alternatives. Members have the right to an explanation from health care providers of:
  - X. Diagnosis
  - XI. Recommended treatment and alternatives to treatment
  - XII. Potential outcomes and/or prognosis
  - XIII. Significant benefits and risks of each alternative
- XIV. Members have the right to participate with providers in making decisions about their care. These rights generally include:
  - XV. Giving informed consent. i.e. agreeing to treatment based on a full explanation of your disease and the risks and benefits or proposed treatment, as well as alternative treatments.
  - XVI. Refusing diagnostic procedures or treatment. It is your right to decide whether you wish to be treated, and if so, by which method of treatment.
- XVII. Members have the right to appropriate confidentiality of all medical and financial records in accordance with state and federal law. Generally, your medical records will not be released to persons outside your health plan unless you grant permission in writing, or we are required or permitted, under applicable law, to use or release this information. Certain examples of permitted releases of information are:
  - XVIII. If required by a court order
  - XIX. To medical personnel in a medical emergency
  - XX. As necessary to facilitate complaint investigations or inspections by federal or state entities
  - XXI. To qualified personnel for research, audit or program evaluation, as long as individuals cannot be identified
  - XXII. Members have a right to voice complaints or appeals about their health plan or the care provided.
  - XXIII. Members have a right to voice complaints or appeals about their health plan or the care provided.
  - XXIV. Members have the right to make recommendations regarding the plan's member rights and responsibilities.

**A Member has the responsibility to:**

- I. Members have the responsibility to understand their health problems and to participate in developing mutually agreed upon treatment goals to the greatest degree possible. Once members and their health care provider(s) have agreed upon a treatment plan, it is the member's responsibility to follow the prescribed plan and instructions for care. Advise the health care provider treating you if you are unable to follow a treatment plan.
- II. Members have the responsibility to make informed decisions. Because you are responsible for the decisions you make about your care, we encourage you to gather as much information as you need to make your decisions.
- III. Members have the responsibility to be honest and to provide, to the extent possible, information that the health plan needs to administer plan benefits and its providers need to provide care. Provide an accurate and complete medical history.
- IV. Members have the responsibility to report changes in their health. Tell your doctor about any changes in your health.
- V. Members have the responsibility to know their providers. Try to know the names and the positions of everyone who cares for you (doctors, dentists, nurses, etc.).

## SUBSCRIBER INFORMATION

In this Notice, the following terms have the meanings indicated: “Subscriber” means the Policyowner of this Policy. “Organization” means the CO-OP.

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

- I. Benefits and services included in, and excluded from, coverage.
- II. Pharmaceutical management procedures if they exist.
- III. Copayments and other charges for which Members are responsible.
- IV. Benefit restrictions that apply to services obtained outside the organization’s system or service area.
- V. How to obtain language assistance.
- VI. How to submit a claim for covered services, if applicable.
- VII. How to obtain information about practitioners who participate in the organization.
- VIII. How to obtain primary care services, including points of access.
- IX. How to obtain specialty care and behavioral healthcare services and hospital services.
- X. How to obtain care after normal office hours.
- XI. How to obtain emergency care, including the organization’s policy on when to directly access emergency care or use 911 services.
- XII. How to obtain care and coverage when subscribers are out of the organization’s service area.
- XIII. How to voice a complaint.
- XIV. How to appeal a decision that adversely affects coverage, benefits or a Member’s relationship with the organization.
- XV. 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 Summary of Benefits and Coverage (SBC) or the provisions in which they appear in this Policy.

**Accident** means an unexpected traumatic incident causing bodily injury to the 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. 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.

**Active Employee** means the performance of all of the Employee's regular duties for the Policyholder on a regularly scheduled workday at the location where such duties are normally performed. An Employee will be considered to be Actively-At-Work on a non-scheduled workday (which would include a scheduled vacation day) only if the Employee was Actively-At-Work on the last regularly scheduled workday.

**Advanced Practice Nurse** means 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:

- I. 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.
- II. 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, expected discharge date, discharge status, and the presence of complications. The amount of payment for each DRG is generally within a fixed range.
- III. Provider's billed charge or a discount from the Provider's billed charge.
- IV. Case rate methodology which provides an all-inclusive rate for an episode of care.
- V. Per diem methodology which provides an all-inclusive daily rate paid to a facility.
- VI. Flat fee or a flat rate.
- VII. 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:

- I. Calendar or Policy Year Deductible
- II. Copayments; and
- III. 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 insured 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.

**Certificate** means the evidence of coverage document issued to Covered Employees of the Policyholder. We provide the Policyholder with the Certificates to be delivered to Covered Employees. The Certificate is also called “Evidence of Coverage”.

**Certificateholder** means the Eligible Employee who is actively enrolled under this Group Policy and who has been issued a Certificate of coverage.

**Coinsurance** means a percentage amount a 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, 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

**Copay or Copayment** means a fixed dollar amount the 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:

- I. Skilled Nursing Facility;
- II. Extended Care Facility;
- III. Extended Care Unit; or
- IV. Transitional Care Unit.

A Convalescent Home will primarily be engaged in providing:

- V. Continuous nursing care services;

- VI. Health-related services; and
- VII. Social services.

Such Convalescent Home services must be provided by or under the direction and supervision of a licensed registered nurse, on a 24-hour basis, for Ill or Injured persons during the convalescent state of their Illness or Injuries. A Convalescent Home is not, other than incidentally: (1) a rest home; (2) a home for custodial care; or (3) a home for the aged. It does not include an institution or any part of an institution otherwise meeting this definition, which is primarily engaged in the care and treatment of Mental Illness or Chemical Dependency.

**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 spouse or domestic partner, and any of Your dependent children (as defined in this Policy) who are insured 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 Employee** means the Eligible Employee who is actively enrolled for coverage under this Group Policy.

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

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

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

**Covered Member** means the Insured Employee and/or the Insured Employees Covered Dependent.

**Covered Provider** means a licensed or certified health care practitioner or licensed facility that qualifies to treat the 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:

- I. A Physician;
- II. A Physician Assistant;
- III. A Dentist;
- IV. An Osteopath;
- V. A Chiropractor;
- VI. An Optometrist;

- VII. A Podiatrist;
- VIII. An Acupuncturist;
- IX. A Naturopathic Physician;
- X. A Licensed Social Worker;
- XI. A Licensed Professional Counselor;
- XII. A Physical Therapist or Occupational Therapist;
- XIII. An Advanced Practice Registered Nurse;
- XIV. A Nurse Specialist;
- XV. A Registered Nurse First Assistant who performs surgical first assistant services;
- XVI. A Licensed Addiction Counselors,
- XVII. Speech Therapists,
- XVIII. Certified Registered Nurse Anesthetists;
- XIX. Dieticians;
- XX. Certified Nurse Midwives;
- XXI. A Psychologist;
- XXII. Audiologist;
- XXIII. 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 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 Member's Immediate Family.

Covered Providers include the following facility providers:

- I. Hospitals;
- II. Critical Access Hospitals;
- III. Freestanding Surgical Facilities;
- IV. Ancillary Care Facilities.

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

**Critical Access Hospital** means a facility that is located in a rural area, as defined in 42 U.S.C. 1395 ww(d)(2)(D), and that has been designated by the Department of Public Health and Human Services as a critical access hospital pursuant to State and Federal law. Services will be provided in a Critical Access Hospital on the same basis as a "Hospital" as defined in this Policy.

**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, 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:

- I. Services, treatments or supplies that are not covered under this Policy;
- II. Co-pay amounts paid by the Member;
- III. The premium payments paid by the Member; and
- IV. 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 insured 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:

- I. Spouse or domestic partner; and
- II. Dependent Child as defined in this Policy.

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

- I. 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
- II. Unmarried dependent Handicap Children age 26 and over. Refer to the definition of Handicapped Child.

**Domestic Partner** means an interpersonal relationship between two individuals who live together and share a common domestic life, but are neither joined by marriage or civil union.

**Effective Date of Coverage** means the date coverage becomes effective under this Group Policy for the Covered Employee or the Covered Dependents of the Covered Employee.

**Eligible Dependent** means the following dependents of the Eligible Employee:

- I. The Eligible Employee's spouse or domestic partner;
- II. The Eligible Employee's Dependent Child(ren).

**Eligible Employee** means an Employee of the Policyholder who is a full-time active Employee working the minimum hours set by the Policyholder.

**Emergency Medical Condition** means a condition manifesting itself by symptoms of sufficient severity, including severe pain, that the absence of immediate medical attention could reasonably be expected to result in any of the following:

- I. The Members health would be in serious jeopardy;
- II. The Members bodily functions would be seriously impaired; or
- III. A bodily organ or part would be seriously damaged.

**Emergency Care Services** means healthcare items or services furnished or required to evaluate and treat an emergency medical condition.

**Employee** means a person who is employed by the Policyholder.

**Enrollment Form** means a form or application that must be completed in full by the Eligible Employee before the Eligible Employee will be considered for coverage under this Group Policy.

**Evidence of Coverage** means the Certificate document issued to Covered Employees of the Policyholder. We provide the Policyholder with the Certificates to be delivered to Covered Employees. The Evidence of Coverage is also called "Certificate."

**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 functions for daily living (habilitative services). Examples include therapy for a child who is not walking or talking at an 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:

- I. A State-based Exchange such as Your Health Idaho;
- II. A Federally-Facilitated Exchange; or
- III. An exchange in partnership with the Federal Department of Health and Human Services.

**Holistic Medicine** means a form of alternative and complementary medicine. Practitioners apparently receive some level of training at holistic schools or courses. Accredited and licensed Medical Doctors occasionally will practice "Holistic medicine". This approach to treatment uses a variety of herbal, spiritual, meditative, and other "natural" remedies and does not usually incorporate standard medical therapy in treatment of disease.

**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 places where they live.

**Home Health Services** means a professional nursing service provided to a homebound Member that can only be rendered by a licensed registered nurse (RN) or licensed practical nurse (LPN) provided such nurse does not ordinarily reside in the Member's household or is not related to the 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:

- I. 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
- II. 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 providing, by or under the supervision of licensed physicians, services for: (1) medical diagnosis; (2) treatment; (3) rehabilitation; and (4) care of injured, disabled, or sick individuals. Except as otherwise provided by law, services provided must include medical personnel available to provide emergency care on site 24 hours a day and may include any other service allowed by state licensing authority. A hospital has an organized medical staff that is on call and available within 20 minutes, 24 hours a day, 7 days a week, and provides 24-hour nursing care by licensed registered nurses. Hospital includes:

- I. Hospitals specializing in providing health services for psychiatric, developmentally disabled, and tubercular patients; and
- II. Specialty Hospitals.

This definition of "Hospital" does not include critical access hospitals. Refer to the definition for Critical Access Hospital.

The emergency care requirement for a hospital that specializes in providing health services for psychiatric, developmentally disabled, or tubercular patients is satisfied if the emergency care is provided within the scope of the specialized services provided by the hospital and by providing 24-hour nursing care by licensed registered nurses.

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

- I. A nursing home;
- II. A rest home;
- III. A hospice facility;
- IV. A rehabilitation facility;
- V. A skilled nursing facility;
- VI. A Convalescent Home;
- VII. A long-term, chronic care institution or facility providing the type of care listed above.

**Idaho Resident** is an individual who is able to provide satisfactory proof of currently residing in Idaho, including without a fixed address, and does not have residency in any other state.

**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.

**Injury** means physical damage to the Member's 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 MHC's Network to provide services to Members under this Policy. The In-Network Provider's participation contract must be in effect 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 a 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:

- I. Hospitals, including state designated Critical Access Hospitals;
- II. Transitional care units;
- III. Skilled nursing facilities;
- IV. Convalescent homes; or
- V. Freestanding inpatient facilities.

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

**Investigational/Experimental Service/Technology** 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:

- I. The service/technology has final approval from the appropriate government regulatory bodies;
- II. 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;
- III. The service/technology's overall beneficial effects on health outweigh the overall harmful effects on health;
- IV. The service/technology is as beneficial as any established alternative; and
- V. 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.

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 Members enrolled in approved clinical trials, preventative medical costs are covered under the plan. 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 cancer or other life threatening disease or condition and is one of the following:

- I. A federally funded or approved trial;
- II. A clinical trial conducted under an FDA investigational new drug application; and
- III. A drug trial that is exempt from the requirement of an FDA investigational new drug application.

**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:

- I. in accordance with generally accepted standards of medical practice in the United States;

- II. clinically appropriate in terms of type, frequency, extent, site, and duration, and considered effective for the patient’s illness, injury or disease;
- III. not primarily for the convenience of the patient, physician, or other health care provider;
- IV. 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
- V. 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:

- I. scientific evidence;
- II. professional standards; and
- III. 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 Policy** 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:

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

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

**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:

- I. schizophrenia;
- II. schizoaffective disorder;
- III. bipolar disorder;
- IV. major depression;
- V. panic disorder;
- VI. obsessive-compulsive disorder; and
- VII. autism.

**Open Enrollment Period** means those periods of time agreed to by the Policyholder and Us during which Eligible Employees and their dependents may enroll for coverage under this Group Policy.

**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 Members 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. 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 an MHC 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. Effective January 1, 2022, when You receive Emergency Care or when You get treated by an Out-of-Network Provider at an In-Network hospital, hospital outpatient department, critical access hospital, or ambulatory surgical center, You are protected from surprise/balance billing. See Surprise Billing in this Policy for additional information. **Outpatient** means treatment or services that are provided when the 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:

- I. has obtained advanced training in various areas of a medical specialty; and
- II. is board-certified in that specialty. Physician Specialist includes but is not limited to:
- III. Anesthesiologists;
- IV. Dermatologists;
- V. Ophthalmologists;
- VI. Orthopedic Surgeons;
- VII. Psychiatrists;

- VIII. Radiation Oncologist;
- IX. Surgeons.

Physician Specialist does not include:

- I. Family Practice Physician;
- II. Internal Medicine Physician;
- III. Obstetrician; or
- IV. Gynecologist.

**Plan Year** means the twelve-month period of time this Group Policy is in force beginning on the Policy Effective Date.

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

**Policyholder** means the person to whom this Policy is issued and is named on the cover page of this Group Policy. The Policy owner is the owner of this Policy, which means the Policy owner may exercise the rights set forth in this Group Policy.

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

**Primary Care Physician** means a Provider who is:

- I. Acting within the scope of the Provider's license; and
- II. An In-Network Provider.

A Primary Care Physician includes the following providers:

- I. Family Practice (FP);
- II. Internal Medicine (IM);
- III. Pediatrician (MD);
- IV. Obstetrics and Gynecology (OBGYN);
- V. Gynecologist (GYN);
- VI. Geriatrician (MD);
- VII. Osteopath (DO); and
- VIII. other providers performing services for Covered Members in connection with the services provided by preceding specified providers, listed 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).

**Professional Call** means an interview between the Covered Member and the covered professional provider in attendance. The covered professional provider must examine the Covered Member and provide or prescribe

medical treatment. “Professional Call” does not include telephone calls or any other communication where the Covered Member is not examined by the covered professional provider.

**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, and speech language pathology in a variety of inpatient or outpatient settings.

**Scientific Evidence** means:

- I. 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
- II. 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.

**Telehealth** means the use of interactive audio, video, or other telecommunications technology or media that is (a) used by a health care provider or health care facility to deliver health care services and (b) is delivered over a secure connection that complies with state and federal privacy laws.

**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 cost.

**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:

- I. Confinement, Inpatient or Outpatient services or procedures; and
- II. 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** mean 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, the Member may go to the nearest Urgent Care Center, physician’s office, or any other Provider for treatment. This treatment may be subject to Copayment and/or Coinsurance.

# SECTION 2 – WHEN COVERAGE TAKES EFFECT AND TERMINATES

## ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE

### EMPLOYEES

If the Employee is an Eligible Employee, such Employee will be eligible for coverage under this Policy in accordance with the Employers waiting period, not to exceed 90 days.

Eligible Employees who have met the eligibility requirements on the Policy Effective Date will be eligible to enroll under the Policy on the Policy Effective Date.

The Eligible Employee must: (1) complete and submit an Enrollment Form to the Policyholder; and (2) remit any premium contribution required for the Eligible Employee's coverage.

### DEPENDENTS

The Dependent of an Eligible Employee is eligible for insurance under this Group Policy if:

- I. The Dependent is an Eligible Dependent on the date the Eligible Employee is effective for coverage under this Group Policy; or
- II. The Dependent becomes an Eligible Dependent after the Eligible Employee's Effective Date of Coverage.

The Eligible Dependent must be included on an Enrollment Form and any premium contribution required for the Eligible Dependent's coverage must be remitted.

### ELIGIBLE DEPENDENTS

Dependents who are eligible for insurance under this Group Policy are:

- I. The Eligible Employee's lawful spouse or domestic partner if employer policy covers domestic partner.
- II. The Eligible Employee's, or Employee's spouse or Domestic Partner's dependent children;
  - a. Eligible Employee's natural children
  - b. Eligible Employees adopted children
  - c. Eligible Employee's foster children who have been placed in the home provided the Eligible Employee has assumed the legal obligation for total or partial support on more than a temporary or short-term basis
  - d. Eligible Employee's step-children provided the employee is married to the parent of the child
  - e. A child for whom the Eligible Employee is the legal guardian substantiated by a court order

- f. A child who is the subject of an administrative order and for whom the Eligible Employee must provide coverage based on such order.

## CONTINUED COVERAGE FOR HANDICAPPED CHILDREN

A Covered Dependent Child, whose insurance under this Group 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:

- I. Incapable of self-sustaining employment by reason of intellectual disability or physical disability; and
- II. Chiefly dependent upon the Covered Employee for support and maintenance.

Proof of the intellectual disability 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 NEW ELIGIBLE DEPENDENTS

The Covered Employee may enroll a new Eligible Dependent for coverage under this Group Policy if the Eligible Dependent is acquired:

- I. After the Covered Employee's effective date of coverage under this Group Policy; and
- II. Due to: (1) marriage; (2) birth; (c) adoption or placement for adoption.

This Dependent Special Enrollment Period will be for a period of sixty (60) days that begins on the later of:

- I. The date Dependent Coverage is made available; or
- II. The date of: (a) marriage; (b) birth; (c) adoption; or (d) placement for adoption.

If the Covered Employee seeks to enroll an Eligible Dependent during the first 60 days of this Dependent Special Enrollment period, the coverage of the Eligible Dependent becomes effective:

- I. In the case of marriage, not later than the first day of the first month beginning after the date on which the completed request for enrollment is received;
- II. In the case of an Eligible Dependent's birth, as of the date of birth; or
- III. In the case of an Eligible Dependent's adoption or placement for adoption, the date of the adoption or placement for adoption.

The Covered Employee must provide written notification of the newly Eligible Dependent on an Enrollment Form. The Covered Employee must also pay any additional premium contribution required for the newly Eligible Dependent's coverage under this Group Policy.

Such written notification and premium payment must be given to Us within sixty (60) 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 Group Policy for the new Eligible Dependent will be the first of the month following the date the Dependent qualifies as an Eligible Dependent. Coverage will begin at 12:00 a.m. local time at the Covered Employee's place of residence, on the Eligible Dependent's effective date of coverage.

## ENROLLMENT REQUIREMENTS FOR NEWLY ADOPTED AND NEWBORN CHILDREN

### Adopted Child

Coverage under this Group Policy for a Covered Employee's newly adopted child will become effective from the date of Placement for the purpose of adoption and will continue unless:

- I. Placement is disrupted prior to legal adoption; and
- II. The child is removed from Placement.

"Placement" means the transfer of physical custody of a child who is legally free for adoption to a person who intends to adopt the child.

In order for the newly adopted child to be insured under this Group Policy, the Covered Employee must, within sixty (60) days of acquiring the newly adopted child, provide Us with the following:

- I. Written notification of the Placement of the adopted child; and
- II. Payment of any additional premium required for the adopted child's coverage under this Group Policy.

### Newborn Child

Coverage under this Group Policy will be provided for each newborn child of a Covered Member from the moment of birth.

The Covered Employee must give Us:

- I. Written notification of the birth of the child within sixty (60) days; and
- II. Any additional premium due for the newborn child's coverage within 31 days of the date the monthly premium invoice is received by the Group.

## ENROLLMENT PERIODS

An Eligible Employee or an Eligible Dependent who did not enroll when first eligible under this Group Policy may enroll under this Group Policy if:

- I. The Eligible Employee or Eligible Dependent was covered under another group health plan or had other health insurance coverage at the time that coverage was previously offered to the Eligible Employee or Eligible Dependent;
- II. The Eligible Employee stated in writing at the time that coverage under another group health plan or health insurance coverage was the reason for declining enrollment, but only if the Policyholder or We required the statement at the time and provided the Eligible Employee with notice of the requirement and the consequences of the requirement at the time;
- III. The Eligible Employee's or Eligible Dependent's coverage described in paragraph 1 was:
- IV. Under a COBRA continuation provision and was exhausted; or

- V. Not under a COBRA continuation provision and was terminated as a result of loss of eligibility for the coverage or because Policyholder's employer contributions toward the coverage were terminated; and
- VI. Under the terms of this Group Policy, the Eligible Employee requests the enrollment not later than 30 days after the date of exhaustion of COBRA coverage or termination of coverage or Policyholder premium contribution.

## OPEN ENROLLMENT PERIODS

The Policyholder may establish open enrollment periods. During this period, Eligible Employees or Eligible Dependents who are not enrolled under this Group Policy may enroll for coverage under this Group Policy. Such enrollment under this Group Policy will be effective on the date of the Open Enrollment Period. Notification of enrollment must be provided on an Enrollment Form and any premium contribution required by the Eligible Employee must be paid.

## TERMINATION OF INSURANCE

### GROUP POLICY TERMINATION BY THE COMPANY

This Group Policy will terminate at 11:59 p.m. local time at the Policyholder's place of business on the earliest of:

- I. The end of the period for which no premium is paid, subject to the Grace Period; refer to Section 3;
- II. The premium due date following the date We receive the Policyholder's written request to terminate this Group Policy; or
- III. The date no Eligible Employees are insured under this Group Policy.

### NOTICE OF CANCELLATION FOR NONPAYMENT OF PREMIUM

We will provide at least 15 days prior notification of cancellation for nonpayment of premium for this Group Policy.

We will send the notice to the Policyholder at the Policyholder's last-known address. The notice will specify the date of cancellation of this Group Policy. We will attach a properly executed proof of mailing to this notice and maintain a copy of the proof of mailing in Our records.

We will hold for processing of payment any claims for Covered Medical Expenses incurred for Covered Benefits during the 15-day notification period for nonpayment of premium for group health insurance coverage. Upon receipt of the premium, claims held for the 15-day notification period will be processed for payment.

This Group Policy will continue in full force and effect, subject to the requirements of the preceding paragraph, until the proper 15-day notice has been given, unless this Group Policy has already been replaced.

The 15-day period begins to run from the date of the proof of mailing.

We may collect premiums for any time period that this Group Policy remains in effect.

When this Group Policy is actually canceled, notice must also be mailed to all Certificateholders at:

- I. Their last-known home addresses if available; or
- II. The business address of the Policyholder.

### **TERMINATION OF COVERED EMPLOYEES**

A Covered Employee's coverage under this Group Policy will terminate at 11:59:59 p.m. on the earliest of the following:

- I. The date the Covered Employee no longer qualifies as an Eligible Employee;
- II. The date the Covered Employee fails to make any premium contributions required for the Covered Employee's coverage under this Group Policy;
- III. The date of death of the Covered Employee;
- IV. The date this Group Policy is terminated.

### **TERMINATION OF COVERED DEPENDENTS**

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

- I. The end of the period for which premium for the Covered Dependent's coverage is not paid, subject to the Grace Period;
- II. The premium due date following the date a Covered Dependent Child ceases to be an Eligible Dependent as defined in this Group Policy;
- III. The date the Covered Employee's coverage terminates under this Group Policy, subject to Dependent Continuation provision in this section;
- IV. The premium due date following the date We receive the Covered Employee's written request to terminate the Covered Dependent's coverage under this Group Policy; or

Also, refer to Termination of Coverage for Handicapped Child provision regarding additional termination provisions for handicapped children.

### **TERMINATION OF COVERAGE FOR HANDICAPPED CHILD**

In addition to the termination provisions indicated above, insurance coverage for a Covered Dependent Child who is a handicapped child age 26 and over will end on the earliest of:

- I. The date the Dependent marries;
- II. The date the Dependent obtains self-sustaining employment;
- III. The date the Dependent ceases to be handicapped;
- IV. The date the Dependent ceases to be dependent upon You for support and maintenance;
- V. Sixty (60) days after a written request for proof of handicap, if proof is not provided within such 60-day period;
- VI. The date Covered Employee refuses to allow Us to examine the Dependent Child; or
- VII. The date We receive notification to terminate the Dependent's coverage under this Group Policy.

### **SPECIAL ENROLLMENT PERIOD**

Should the individual(s) covered under this Group 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.

## **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. The Policyholder must notify Us of the Covered Member's active duty status within sixty (60) days of the first date of the Covered Member's 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:

- I. Meets the eligibility requirements for Eligible Employee or Eligible Dependent as provided in this Group Policy;
- II. Makes the request for resumption of coverage in writing within sixty (60) days of the Covered Member's termination of active duty status; and
- III. Pays any required premium for the Covered Member's coverage under this Group Policy. Coverage under this Group Policy will resume on the date immediately following Our receipt and verification of the above requirements.

## **GROUNDS FOR NONRENEWAL OR DISCONTINUATION OF THIS GROUP POLICY**

Except as provided in this provision, if We offer health insurance coverage in the small group market or large group market in connection with a group health plan, We will renew or continue the coverage in force at the option of the Policyholder.

We may non-renew or discontinue health insurance coverage offered in connection with this Group Policy in the small group market or large group market if:

- I. The Policyholder has failed to pay premiums or contributions in accordance with the terms of this Group Policy or if We have not received timely premium payments;
- II. The Policyholder has performed an act or practice that constitutes fraud or has made an intentional misrepresentation of material fact under the terms of this Group Policy coverage;
- III. The Policyholder has failed to comply with a material plan provision relating to employer contribution or group health plan participation rules;
- IV. We are ceasing to offer coverage in that group market in accordance with this provision and applicable state law; or
- V. There is no longer any enrollee in connection with this Group Policy who lives, resides, or works in the service area of the Provider Network provided for this Group Policy.

We may not discontinue offering a particular type of group health insurance coverage offered in the small group market or large group market unless in accordance with applicable state law and unless:

- I. We provide notice to each Policyholder, participant, and beneficiary provided coverage of this type in that group market of the discontinuation at least 90 days prior to the date of the discontinuation of the coverage;

- II. We offer to each Policyholder provided coverage of this type in the market the option to purchase any other health insurance coverage currently being offered by Us to a group health plan in the market; and
- III. We act uniformly without regard to the claims experience of those Policyholders or any health status-related factor of any participants or beneficiaries covered or new participants or beneficiaries who may become eligible for the coverage.

We may not discontinue offering all health insurance coverage in the small group market, the large group market, or both the small group market and the large group market, unless in accordance with applicable state law and unless:

- I. We provide notice of discontinuation to the Idaho Insurance Commissioner and to each Policyholder, participant, and beneficiary covered at least 180 days prior to the date of the discontinuation of coverage; and
- II. All health insurance issued or delivered for issuance in Idaho in the group market or markets is discontinued and coverage under the health insurance coverage in the group market or markets is not renewed.

We may modify upon renewal health insurance coverage for a product offered to a group health plan in the large group market or in the small group market if, for coverage that is available in the small group market other than only through one or more bona fide associations, modification is consistent with applicable state law and effective on a uniform basis among group health plans with that product.

## COBRA CONTINUATION OF COVERAGE

If this Group Policy remains in effect, but the Covered Employee's or a Covered Dependent's coverage under this Group Policy would otherwise terminate, We may be required to offer such Covered Employee or Covered Dependent the right to continue coverage under this Group Policy. This right is referred to as "Continuation Coverage" and may occur for a limited time subject to the terms of this provision and the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

### ELIGIBILITY

If Covered Employee or Covered Dependent has been covered under this Group Policy on the day before a qualifying event, the Covered Employee or Covered Dependent may be eligible for COBRA Continuation Coverage. The following are qualifying events for such COBRA Continuation Coverage if, under the terms of this Group Policy, the event causes the Covered Employee or Covered Dependent to lose coverage:

- I. For Covered Employees, loss of coverage because of:
  - a. The termination of employment except for gross misconduct; or
- II. A reduction in the number of hours worked by the Covered Employee.
- III. For Covered Dependents, loss of coverage because of:
  - a. The termination of the Covered Employee's coverage under this Group Policy'
  - b. The death of the Covered Employee;
  - c. The divorce or legal separation from the Covered Employee;
  - d. The Covered Employee becomes entitled to Medicare, if applicable; or
  - e. The Covered Dependent reaches the limiting age for coverage under this Group Policy.

## ENROLLING FOR COBRA CONTINUATION COVERAGE

The Covered Employee or Covered Dependent has 60 days from the later of the date of:

- I. The qualifying event; or
- II. The date that the Covered Employee or Covered Dependent receives notice of the right to COBRA Continuation Coverage to enroll for such Coverage.

If the Covered Employee or Covered Dependent does not send the written notification form to Us within the 60-day period, the Covered Employee or Covered Dependent will lose their right to COBRA Continuation Coverage. If the Covered Employee or Covered Dependent qualifies for COBRA Continuation Coverage and receives services that would be for Covered Benefits, before enrolling and paying the premium for COBRA Continuation Coverage, the Covered Employee or Covered Dependent will be required to pay for those services. We will reimburse the Covered Employee or Covered Dependent for Covered Medical Expenses incurred for Covered Benefits, less required cost-sharing or other any payments required by to be paid by the Covered Employee or Covered Dependent, after the Covered Employee or Covered Dependent enrolls and pay the required premium for the COBRA Continuation Coverage, and submit a claim for those Covered Medical Expenses incurred for the Covered Benefits provided under this Group Policy.

## CONTINUATION OF COVERAGE

### CONTINUATION COVERAGE FOR DEPENDENTS

If coverage terminates under this Group Policy for a Covered Dependent due to:

- I. The death of the Covered Employee; or
- II. The Covered Employee's divorce, or annulment or dissolution of marriage or domestic partnership, or legal separation from the Covered Employee's Covered Dependent spouse or domestic partner; or
- III. A Covered Dependent Child attaining age 26, except as provided under the "Termination of Coverage for Handicapped Child" provision; or
- IV. The Covered Dependent spouse or domestic partner, and/or Covered Dependent Child may elect to continue coverage under this Group Policy. The spouse or domestic partner may also elect to continue coverage for Covered Dependent children under age 26 for whom the spouse or domestic partner has the responsibility for care and support.

Notice of this election must be received by Us within 60 (sixty) days of the event. No evidence of insurability will be required. Premium for the continued coverage must be paid within sixty (60) days after the election is made. Premium for the continued coverage will be based on Our rates in effect at the time of the continuation coverage.

### CONTINUATION OF COVERAGE AFTER REDUCTION OF REGULAR WORK SCHEDULE

A Covered Employee may, for a period of one (1) year, with the consent of the Policyholder, continue coverage under this Group Policy during the Covered Employee's employment notwithstanding any reduction of the Covered Employee's regular work schedule to less than the minimum time required to qualify for coverage under this Group Policy, and the premium charged such Covered Employee will be equal to that charged other Covered Employees with the same risk class.

## **EXTENSION OF BENEFITS**

Benefits are extendable for 12 months from Insured Employees who become disabled or pregnant and continue to be disabled at the date of discontinuance of this Policy, provided premiums are paid current for the Insured Employee.

## **REPLACEMENT CONTRACTS**

If this Group Policy is replacing prior group coverage within 60 days of discontinuance of the prior policy, the plan will cover all employees and dependents validly coverage on the date of discontinuance.

## SECTION 3 - PREMIUMS

### PAYMENT OF PREMIUM

All premium, any charges or fees for this Group Policy (hereinafter referred to as “premium”) must be paid to Us. The premium for this Group Policy is shown in the SBC. If You do not pay premiums when due, this Group Policy will terminate subject to the Grace Period. The Premium Due Date is shown in the SBC.

#### GRACE PERIOD –

After the first due premium payment, if a premium is not paid on or before the date it is due, it may be paid during the next thirty-one (31) days. These thirty-one (31) days are called the Grace Period. Coverage under this Group Policy will remain in force during the Grace Period. If any premium is unpaid at the end of the Grace Period, this Group Policy will automatically terminate effective as of the last paid through date. However, We will not terminate this Group Policy until We have mailed or delivered to You at Your last-known business address shown in Our records a written notice, in addition to any billing statement, stating the date this Group Policy’s termination will become effective, which will not be earlier than:

- I. The beginning of the period for which premiums have not been paid in full if the notice of termination for nonpayment of premiums is mailed or delivered within fifteen (15) days after the due date of the missed premiums for that period; or
- II. The date of mailing or delivery of notice of termination for nonpayment of premiums if the notice of termination for nonpayment of premiums is not mailed or delivered within fifteen (15) days after the premium due date for the applicable policy period.

We will give such termination notice to You at least thirty (30) days in advance of termination for nonpayment of premiums.

#### PREMIUM RATE CHANGES

Subject to rate requirements applicable in the state of Idaho, where this Group Policy is issued, We may change the rates for this Group Policy on any Policy Anniversary Date after this Group 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 Group 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 The Member’s age or health. Such notice will be mailed to the Insured Employee’s last known address as shown in Our records. If We fail to provide the notice as stated in this provision, this Group 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 Group Policy, We will refund the prorated portion of the unearned premium to the next billing cycle

# SECTION 4 – IN-NETWORK PROVIDER NETWORK OPTION

## IN-NETWORK PROVIDER ORGANIZATION NETWORK

The In-Network Provider Network (also referred to as “PPO Network”) shown on page 4, *Important Information*, is the In-Network Provider Network being used for this Group Policy to provide In- Network services for Covered Benefits.

The Member may choose to go to any Covered Provider. However, there are advantages when receiving services from an In-Network Provider participating in the PPO Network. The In-Network Provider network for those covered by this Policy is the Small Group Network.

## FREEDOM OF CHOICE PROVIDER

The Member is not required to go to an In-Network Provider. At the time of service, Treatment may be obtained from an In-Network Provider or an Out-of-Network Provider. However, to maximize benefit reimbursement level under this Group Policy, an In-Network Provider must be used. Covered Members do not have to obtain Preauthorization to use the services of any In-Network Provider, however, Preauthorization may be required for certain Treatments or services as specified in this Group Policy.

Please refer to “*Using an In-Network Provider*” and “*Using an Out-of-Network Provider*” in this Section, and the Schedule of Benefits for more details regarding the benefit amounts that will be paid under this Group Policy when using an In-Network Provider or Out-of-Network Provider.

A list of the In-Network Provider Network’s participating Covered Providers may be obtained from the In-Network Provider Network by:

- I. Calling the PPO Network at the telephone number shown on page 4, *Important Information*; or
- II. Retrieving In-Network Provider information on our Website, as shown on page 5, *Important Information*.

The list of In-Network Providers will be updated periodically, at least monthly. The Covered Member must confirm current In-Network Provider status of a Covered Provider prior to receiving services from such Covered Provider. An In-Network Provider’s contract with the PPO Network must be in effect at the time services are received by the Covered Member.

## BENEFITS OF USING AN IN-NETWORK PROVIDER

If the Member uses the services of an In-Network Provider, benefits will generally be reimbursed at a higher level (“In-Network” level benefits) as shown in the Schedule of Benefits. The In-Network Provider’s contract with the PPO Network must be in effect at the time the In-Network Provider provides services to the Covered Member in order for In-Network level benefits to apply.

In-Network Providers have agreed to accept the Allowable Fee as full payment for their payment for services rendered to Members for Covered Benefits under this Group Policy. The Member is not responsible for charges exceeding the Allowable Fee when services are provided by an In-Network Provider.

## USING AN OUT-OF-NETWORK PROVIDER

If the Covered Member uses the services of an Out-of-Network Provider:

- I. Covered Medical Expenses will generally be reimbursed at a lower level (“Out-of- Network” level benefits) as shown in the Schedule of Benefits; and
- II. The Out-of-Network Provider’s billed amount and the Allowable Fee. We will only pay benefits up to the Allowable Fee for services provided by the Out-of-Network Provider.

## 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, but 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, 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.

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 Schedule of Benefits for Emergency Services benefit details.

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

We strongly encourage all Members 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.

## SECTION 5 – COVERED BENEFITS

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

### 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). 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.

Members will be responsible for all copayments, coinsurance and deductibles. Members 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:

- I. Based on the Allowable Fee; and
- II. 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.

### THIRD PARTY PAYMENTS FOR PREMIUMS, COPAYMENTS, COINSURANCE

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

- I. A Ryan White HIV/AIDS Program
- II. An Indian tribe or tribal organization
- III. 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 criteria are met:

- I. The assistance is provided on the basis of the Covered Member’s financial need
- II. The institution/organization is not a healthcare provider
- III. 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.

## **BENEFITS ELIGIBLE FOR PAYMENT**

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

- I. Incurred for Covered Benefits while the Member is insured under this Policy; and
- II. The Treatment for which the Covered Medical Expenses are incurred is:
- III. The result of an Illness or Injury; and
- IV. Medically Necessary, unless the Covered Benefit is for educational purposes only, as provided under this Policy; and
- V. Prescribed or treated by a Physician or other Covered Provider as provided under this Policy; and
- VI. 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 Member's Effective Date of Coverage.

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## **AMBULANCE SERVICES**

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

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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:

- I. Local anesthesia or intravenous (IV) sedation that is considered to be an inclusive service or procedure;
- II. Hypnosis;
- III. 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
- IV. Anesthesia for dental services or injection of health.

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.

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## 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 by the CO-OP C and our Third-Party Administrator, U of U Health Plans.

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 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:

- I. Autistic Disorder;
- II. Asperger’s Disorder; or
- III. Pervasive Developmental Disorder not otherwise specified.

Coverage will include:

- I. Habilitative or rehabilitative care that is prescribed, provided, or ordered by a Physician or a licensed psychologist, including but not limited to:
  - II. professional, counseling, and guidance services; and
  - III. Treatment programs that are Medically Necessary to develop and restore, to the maximum extent practicable, the functioning of the covered child;
- IV. Medications prescribed by a Physician;
- V. Psychiatric or psychological care; and

- VI. Therapeutic care that is provided by:
- VII. a speech-language pathologist;
- VIII. audiologist;
- IX. occupational therapist; or
- X. physical therapist licensed in this state.

Habilitative and rehabilitative care includes Medically Necessary interactive therapies derived from evidence-based research, including:

- I. applied behavior analysis, which is also known as Lovaas therapy;
- II. discrete trial training;
- III. pivotal response training;
- IV. intensive intervention programs; and (5) early intensive behavioral intervention.

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:

- I. Prevent the onset of an illness, condition, injury, or disability;
- II. Reduce or improve the physical, mental, or developmental effects of an illness, condition, injury, or disability; or
- III. 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 Members who are over the age of 18 and have autism, coverage is provided under the Mental Illness benefit in this Section 5.

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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 Member has blood drawn and stored for the Member’s 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 Member's geographic.

The criteria to qualify for our COE program includes:

- I. Knee, hip, back, and cardiac procedures;
- II. 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
- III. 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:

- I. To access the CO-OP's travel benefit, you must meet the following criteria:
- II. Members must be pre-approved to use a designated COE facility or practitioner.
- III. Standard prior authorization requirements still apply.
- IV. Designated COE providers may be located out of the CO-OP's primary service area, and Members 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 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 Member's residence.
- V. When Member is pre-approved for services at Our COE facilities and receives preapproved care at one of Our COE facilities, Member's deductible may be waived for that episode for care.

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

## 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:

- I. 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
- II. 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:

- I. A Hospital;
- II. A Physician; or
- III. 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:

- I. Medically monitored and medically managed intensive Inpatient Care services; and
- II. 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:

- I. A Hospital;
- II. A Chemical Dependency Treatment Center;
- III. A Physician or prescribed by a Physician;
- IV. A licensed psychiatrist;
- V. A psychologist;
- VI. A licensed social worker;
- VII. A licensed professional counselor; or
- VIII. An addiction counselor licensed by the state.

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

- I. The Treatment must be reasonably expected to improve or restore the level of functioning that has been affected by the Chemical Dependency;
- II. The Treatment must be provided to diagnose and treat recognized Chemical Dependency;
- III. Chemical dependency services rendered via (a) marriage counseling; (b) hypnotherapy; or (c) services given by a staff member of a school or halfway house will not be covered.

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## CHEMOTHERAPY

Medical treatment of 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 Member's license and practice. Benefits include chiropractic services provided in connection with the detection or correction of manual or mechanical means of:

- I. Structural imbalance;
- II. Distortion or subluxation in the human body for the purpose of removing nerve interference; and
- III. 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 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 Group 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:

- I. Prescribed by a Physician; and
- II. Preauthorization is obtained.

Coverage will be provided for Convalescent Home Physician visits.

No benefits will be payable for Convalescent Home Services if the 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 provided by:

- I. A Physician;
- II. A Dentist;
- III. An Oral surgeon; and/or
- IV. Any other Covered Provider;

will not be covered under this Policy except Medically Necessary services for the initial repair or replacement of sound natural teeth which are damaged as a result of an Accident will be covered under this Policy. The following will not be covered under this Policy, even if they are related to an Accident:

- I. orthodontics;
- II. dentofacial orthopedics;
- III. Orthognathic surgery; or
- IV. related appliances.

This Policy will not pay for services for the repair of teeth which are damaged as the result of biting and chewing.

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## 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 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 Member's recovery, mobility and/or support of life.

Durable Medical Equipment must be:

- I. prescribed by a Physician;
- II. be able to withstand repeated use (consumables are not covered);
- III. primarily used to serve a medical purpose rather than for comfort or convenience; and
- IV. 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:

- I. canes;
- II. crutches;
- III. walkers;
- IV. standard manual or electric wheelchairs; and
- V. standard hospital beds.

No benefits will be payable for the following:

- I. exercise equipment;
- II. car lifts or stair lifts;
- III. biofeedback equipment;
- IV. self-help devices which are not medical in nature, regardless of the relief they may provide for a medical condition;
- V. air conditioners and air purifiers;
- VI. whirlpool baths, hot tubs, or saunas;
- VII. waterbeds;
- VIII. other equipment which is not always used for healing or curing;
- IX. computerized and “deluxe” equipment like motor-driven wheelchairs or beds when standard equipment is adequate. We will have the right to determine when standard equipment is adequate;
- X. durable medical equipment required primarily for use in athletic activities;
- XI. replacement of lost or stolen durable medical equipment;
- XII. repair to rental equipment; and
- XIII. duplicate equipment purchased primarily to the Member’s 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 Member’s 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. No Preauthorization is required for Emergency Services; however, the Member must notify Us within 48 hours of the Emergency Service as provided in Section 6, Utilization Review Management Program.

## HABILITATIVE CARE AND REHABILITATIVE CARE

Coverage will be provided for habilitative care services when the Member requires help to keep, learn or improve skills and functioning for daily living. These services include, but are not limited to:

- I. physical and occupational therapy;
- II. speech-language pathology; and
- III. 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.

Coverage will be provided for rehabilitative care services when the Member needs help to keep, get back or improve skills and functioning for daily living that have been lost or impaired because a the Member was sick, hurt or disabled. These services will include, but are not limited to:

- I. physical and occupational therapy;
- II. speech-language pathology; and
- III. psychiatric rehabilitation.

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

Coverage for habilitative care and rehabilitative care are subject to the benefit requirements specified in the federal Affordable Care Act.

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## HEARING SERVICES

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 Member in the Member's place of residence and is prescribed by the Member's attending Physician as part of the Member's treatment plan.

Services for home health care include:

- I. A nursing services;
- II. home health aide services;
- III. hospice services;
- IV. physical therapy;

- V. occupational therapy;
- VI. speech therapy;
- VII. medical social worker;
- VIII. medical supplies and equipment suitable for use in the home; and
- IX. Medically Necessary personal hygiene, grooming, and dietary assistance.

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

No benefits will be payable for:

- I. Maintenance or custodial care visits;
- II. Domestic or housekeeping services;
- III. “Meals-on-Wheels” or similar food arrangements;
- IV. Visits, services, medical equipment, or supplies not approved or included as part the Member’s treatment plan for Home Health Care;
- V. Services for mental or nervous conditions; or
- VI. Services provided in a nursing home or skilled nursing facility.

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## HOME AND OUTPATIENT INFUSION THERAPY SERVICES

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

Services provided include, but are not limited to:

- I. Therapy and drug administration education for the Member, the Member’s caregiver, or a family Member.
- II. Drugs and other diluents necessary for injection or infusion.
- III. Supplies.
- IV. Equipment.
- V. 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.

Member cost-share may be lower or waived for Members 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 Member and the Member's Immediate Family. Benefits include:

- I. Inpatient and Outpatient care;
- II. Home care;
- III. Skilled and non-skilled nursing care;
- IV. Respite care provided to a homebound Covered Member as part of a Hospice plan of treatment.
- V. Counseling and other support services provided to meet the physical, psychological, spiritual and social needs of the terminally-ill Member; and
- VI. Instructions for care of the Member, counseling and other support services for the Member's Immediate Family.

No benefits will be payable under this Covered Benefit for:

- I. Services that do not require skilled nursing care, including custodial care for convenience of the Covered Member or immediate family; and
- II. Prescription drugs

## 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. Benefits include the following:

- I. 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.
- II. 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:
    - i. Are appointed for use in humans by the U.S. Food and Drug Administration for the specific diagnosis for which they are prescribed;
    - ii. Are listed in the American Medical Association Drug Evaluation, Physicians' Desk Reference, or Drug Facts and Comparisons; and
    - iii. Require a Physician's written prescription.

- III. 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:

- a. Days of care:
  - i. The number of days of Inpatient Care provided is 365 days.
  - ii. 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 Member is admitted to a Hospital is counted, but the day the Member is discharged is not. If a Member is discharged on the day of admission, one day is counted.
  - iii. The day the Member enters a Hospital is the day of admission. The day the Member leaves a Hospital is the day of discharge.
- b. The Member will be responsible to the Hospital for payment of its charges if the Member remains as an Inpatient when Inpatient Care is not Medically Necessary. No benefits will be provided for a bed reserved for the Member. No benefits will be paid for Inpatient Care provided primarily for diagnostic or therapy services.

## INPATIENT CARE MEDICAL SERVICES BILLED BY A PROFESSIONAL PROVIDER

### NONSURGICAL SERVICES BY A COVERED PROVIDER, CONCURRENT CARE AND CONSULTATION SERVICES

Medical services do not include surgical or maternity services. Inpatient Care medical services are covered only if the Member is eligible for benefits under the Hospital Services, Inpatient Care Services section for the admission.

Medical care visits are limited to one visit per day per Covered Provider unless the Member's condition requires a Physician's constant attendance and treatment for a prolonged period of time.

### OBSERVATION BEDS/ROOMS

Payment will be made for observation beds when Medically Necessary, and in accordance with Medical Policy guidelines.

### OUTPATIENT HOSPITAL SERVICES

Coverage will be provided for ambulatory patient services rendered in the Hospital's outpatient facilities and equipment for:

- I. surgery;
- II. respiratory therapy;
- III. chemotherapy;
- IV. radiation therapy; and
- V. 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:

- I. Diagnostic x-ray examinations;
- II. Laboratory and tissue diagnostic examinations; and
- III. Medical diagnostic procedures (machine tests such as EKG, EEG).

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

- a. Laboratory X-ray Examinations;
- b. Other Radiology Tests, including but not limited to:
  - i. computerized tomography scan (CT Scan);
  - ii. MRIs;
  - iii. nuclear medicine; and
  - iv. Ultrasound;
- c. Laboratory Tests, including but not limited to: (a) urinalysis; (b) blood tests; and (c) throat cultures;
- d. Diagnostic Testing, including but not limited to: (a) Electroencephalograms (EEG); and
- e. Electrocardiograms (EKG or ECG).

Such laboratory services must be;

- i. Prescribed by a Covered Provider;
- ii. Medically Necessary

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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## MAMMOGRAM (PREVENTATIVE AND MEDICAL)

Coverage for Mammography examinations. The minimum mammography examination recommendations are:

- I. One baseline mammogram for women ages 35-39;
- II. One mammogram every two years for women ages 40 through 49, or more frequently as recommended by a Physician;
- III. One mammogram every year for women age 50 or older.

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## MATERNITY AND NEWBORN CARE SERVICES

Coverage for maternity and newborn care services will be treated as any other illness. Coverage will be provided for maternity services, including:

- I. prenatal care;
- II. delivery of one or more newborn children;
- III. postpartum care and benefits for childbirth; and

IV. Hospital Inpatient Care for conditions related directly to pregnancy.

Coverage will include at least:

- I. 48 hours of Inpatient Care following a vaginal delivery; and
- II. 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 attending health care 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:

- I. 48 hours following a vaginal delivery; or
- II. 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:

- I. delivery;
- II. prenatal care; and
- III. 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:

- I. The initial health care of a newborn child birth provided by a Physician;
- II. Standby care provided by a pediatrician at cesarean section; and
- III. 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:

- I. Supplies for insulin pumps, syringes and related supplies for conditions such as diabetes. It is recommended that the Member purchase insulin pumps, syringes and related supplies under the Prescription Drug Benefit.
- II. Injection aids, visual reading and urine test strips, glucagon emergency kits for treatment of diabetes. One insulin pump for each warranty period is covered under the Durable Medical Equipment Benefit;
- III. Sterile dressings for conditions such as cancer or burns;
- IV. Catheters;
- V. Splints;
- VI. Colostomy bags and related supplies; and
- VII. Supplies for renal dialysis equipment or machines.

Medical supplies will be covered only when:

- I. Medically Necessary to treat the Member's condition for which benefits are payable under this Policy; and
- II. prescribed by Physician.

## MENTAL HEALTH

Coverage will be provided for the necessary care and treatment of 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:

- I. Inpatient Care services, Outpatient services, Emergency Services, Rehabilitation services, and medications for the treatment of Mental Illness.
- II. 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
- III. 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:

- I. present distress or a painful symptom;
- II. a disability or impairment in one or more areas of functioning; or
- III. 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 behavior, psychological, or biological dysfunction in a person.

“Mental Illness” means the following as defined by the American Psychiatric Association:

- I. schizophrenia;
- II. schizoaffective disorder;
- III. bipolar disorder;
- IV. major depression;
- V. panic disorder;
- VI. obsessive-compulsive disorder; and
- VII. 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 Member is insured under this Policy, when such Inpatient Care Services are provided in:

- I. a Hospital;
- II. a Freestanding Inpatient Facility; or
- III. a Physician. Inpatient Care Services must be Pre-authorized; 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:

- I. a Hospital;
- II. a Freestanding Inpatient Facility; or
- III. a Physician. Partial Hospitalization is considered to be Inpatient Care and must be Pre-authorized; 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 Member is not receiving Inpatient Mental Illness treatment and the Outpatient care and treatment is provided by:

- I. a Hospital;
- II. a Physician or prescribed by a Physician;
- III. a Mental Health Treatment Center;
- IV. a Chemical Dependency Center;
- V. a psychologist;
- VI. a licensed psychiatrist;
- VII. a licensed social worker;
- VIII. a licensed professional counselor; or
- IX. a licensed addiction counselor.

Outpatient Mental Illness Treatment must be:

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

No benefits will be payable for:

- I. hypnotherapy; or
- II. services given by a staff member of a school or halfway house.

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## PEDIATRIC SERVICES

Coverage will be provided for Pediatric preventive care services for Covered Dependent Children up to age eighteen (18). Benefits include but are not limited to:

- I. appropriate immunizations as defined by Standards of Child Health Care issued by the American Academy of Pediatrics or other guidelines required by the state;
- II. developmental assessments, which includes Physician visits for child health supervision services;
- III. laboratory services;
- IV. 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 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 used for one of the following:

- I. eyeglasses;
- II. contact lenses; or
- III. 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: EYEGLOSS LENSES, COATINGS, AND FRAMES

Benefits will be provided for:

- I. eyeglass lenses;
- II. eyeglass coatings; and
- III. 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 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 Members 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:

- I. Standard (one pair of contact lenses per Calendar Year): Benefits are limited to one (1) contact lens per eye (total 2 lenses);
- II. Monthly (six-month supply): Benefits are limited to six (6) lenses per eye (total 12 lenses);
- III. Bi-weekly (3-month supply): Benefits are limited to six (6) lenses per eye (total 12 lenses); or
- IV. 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:

- I. Other insurance policies or service agreements;
- II. Artistically painted or non-prescription lenses;
- III. Additional office visits for contact lens pathology;
- IV. Contact lens modification, polishing or cleaning; and
- V. 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 Member or Member's 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:

- I. 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.
- II. Replacement of lenses, frames or contacts.
- III. Medical or surgical treatment.
- IV. 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.
- V. Replacement of lenses and frames furnished under This Plan which are lost or broken except at the normal intervals when services are otherwise available.
- VI. Medical or surgical treatment of the eyes.
- VII. Corrective vision treatment of an Experimental Nature.
- VIII. Costs for services and/or materials above the benefits payable for the Covered Vision Care services.
- IX. 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:

- I. that involve:
  - a. amino acid;
  - b. carbohydrate; and
  - c. fat metabolism; and

- II. for which medically standard methods of:
  - a. diagnosis;
  - b. treatment; and
  - c. monitoring exist.

Coverage for inborn errors of metabolism will include expenses of:

- I. diagnosing;
- II. monitoring; and
- III. controlling the disorders by nutritional and medical assessment, including but not limited to:
  - a. clinical services;
  - b. biochemical analysis;
  - c. medical supplies;
  - d. prescription drugs;
  - e. corrective lenses for conditions related to the inborn error of metabolism;
  - f. nutritional management; and
  - g. 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 entirely 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.

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## PHENYLKETONIRIA (PKU) COVERAGE

Coverage for PKU will include expenses of:

- I. diagnosing;
- II. monitoring; and
- III. controlling the disorders by nutritional and medical assessment, including but not limited to:
  - a. clinical services;
  - b. biochemical analysis;
  - c. medical supplies;
  - d. prescription drugs;
  - e. corrective lenses for conditions related to the inborn error of metabolism;
  - f. nutritional assessment; and
  - g. medical foods used in treatment to compensate for the metabolic abnormality and to maintain adequate nutritional status.

## 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 SBC are arranged by Tiers to provide a structure for 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. Members 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:

- I. sterilization surgery for women;
- II. surgical sterilization implant for women:
- III. implantable rod;
- IV. IUD copper;
- V. IUD with progestin;
- VI. shot/injection;
- VII. oral contraceptives (combined pill);
- VIII. oral contraceptives (progestin only);
- IX. oral contraceptives extended/continuous use;
- X. patch;
- XI. vaginal contraceptive ring;
- XII. diaphragm;
- XIII. sponge;

- XIV. cervical cap;
- XV. female condom;
- XVI. spermicide; and
- XVII. 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 programs, copay cards, grants, and mail order pharmacies. If your plan is not a QHDHP 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 this plan. For a list of medications included in the RealRx Assist program 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 as 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 benefits and to help coordinate this for you. Pharmacies in this international network are located in only first 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 Member does not obtain Preauthorization for a Prescription Drug listed in the Prescription Drug Preauthorization List, reimbursement may be denied. For reimbursement consideration, the 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:

- I. 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;
- II. 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.
- III. Specialty medications are limited to a 30-day supply from a designated specialty pharmacy.

## EXCLUSIONS

No benefits will be payable for the following:

- I. 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.
- II. Anabolic Steroids.
- III. Fluoride supplements, except pediatric use as defined by PPACA.
- IV. 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.
- V. Any drug used for the purpose of weight loss.
- VI. Prescription Drugs for cosmetic purposes, including the Treatment of alopecia (hair loss), e.g., Minoxidil, Rogaine.
- VII. Prescription Drugs used for the treatment of erectile dysfunction.

- VIII. Therapeutic devices (excluding insulin needles or syringes) or appliances, including:
  - a. Needles;
  - b. Syringes;
  - c. Support garments;
  - d. Other non-medicinal substances; regardless of intended use, unless otherwise specified as a Covered Benefit under this provision;
- IX. Diabetic infusion sets, which include:
  - a. a cassette;
  - b. needle and tubing; and
  - c. one insulin-pump during the warranty period.
 Diabetic-infusion sets, pumps and accessories for insulin pumps are covered under the Durable Medical Equipment Benefit.
- X. Drugs or items labeled “Caution – limited by federal law to investigational use”, or experimental drugs even though the Member is charged for the item.
- XI. Off-label use of a medication; off-label use may be reviewed for Medical Necessity.
- XII. Drugs in drug trials;
- XIII. Biological sera, blood, or blood plasma.
- XIV. Prescription Drugs which are to be taken by or administered to the Member, in whole or in part, while the 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;
- XV. Replacement prescription Drugs or Prescription Drug products due to loss, theft or spoilage;
- XVI. Non-formulary and non-covered drugs or drugs that are not considered medically necessary.
- XVII. 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 Member. The Prescription Drug Coinsurance and/or Copayment, if any, is shown in the SBC. 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 Member must present the Member’s Identification Card (ID) at the time of purchase and pay the required Prescription Drug Deductible, Coinsurance and/or Copayment as shown in the SBC.

If Prescription Drugs are purchased through the In-Network Mail Order Pharmacy, the 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 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 Member's deductible or other out of pocket costs for prescription drugs. We will accept third party payments of cost sharing from:

- I. A Ryan White HIV/AIDS Program
- II. An Indian tribe or tribal organization
- III. 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:

- I. The assistance is provided on the basis of the Member's financial need; and
- II. The institution/organization is not a healthcare provider; and
- III. 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 Commissioner's Office of Securities and Insurance.

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## POSTMASTECTOMY CARE AND RECONSTRUCTIVE BREAST SURGERY

### POSTMASTECTOMY CARE

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

- I. A mastectomy;
- II. A lumpectomy; or
- III. A lymph node dissection; for the Treatment of breast cancer.

## RECONSTRUCTIVE BREAST SURGERY

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

- I. All stages of reconstruction of the breast on which a mastectomy has been performed;
- II. Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- III. Prostheses and physical complications of all stages of mastectomy and breast reconstruction, including lymphedemas; and
- IV. Chemotherapy.

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

We will provide written notice in compliance with the model language of the Women’s Health and Cancer Rights Act of 1998 to a Member of the availability of benefits with respect to the Women’s Health and Cancer Rights Act of 1998 upon enrollment and subsequently on an annual basis.

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## PREVENTIVE HEALTH CARE SERVICES BENEFIT

Preventive Health Care Services for health care screenings or preventive purposes submitted with a preventive 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 or an established medical condition or by a Non-In-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:

- I. 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/browserecommendations>) ; and

- II. Immunizations recommended by the Advisory Committee of Immunizations Practices of the Centers for Disease Control and Prevention; and
- III. Health Resources and Services Administration (HRSA) Guidelines for Preventive Care & Screenings for Infants, Children, Adolescents and Women;
  - a. Lactation Services: Comprehensive lactation support and counseling, by a trained provider during pregnancy and/or in the postpartum period. In addition, the plan will reimburse the Member the actual cost for the purchase of a breast pump once per birth event. Hospital-grade pumps can be rented, per Medical Policy criteria.
  - b. Contraceptives: Food and Drug Administration approved contraceptive methods, including certain contraceptive products, sterilization procedures for women, and patient education and counseling for all women with reproductive capacity.
- IV. Current recommendations of the United States Preventive Service Task Force regarding breast cancer screening, mammography, and prevention issued prior to November 2009; and
- V. Any other Preventive Health Care Services required by the federal Affordable Care Act.

Educational training for Preventive Health Care Services that is necessary and prescribed by a Physician will be covered.

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:

- I. Blood Pressure Screening.
- II. 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.
- III. Cholesterol Tests.
- IV. 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.
- V. 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:
  - a. insulin;

- b. syringes;
  - c. injection aids;
  - d. devices for self-monitoring of glucose levels (including those for the visually impaired);
  - e. test strips;
  - f. visual reading and urine test strips;
  - g. one insulin pump for each warranty period;
  - h. accessories to insulin pumps;
  - i. one prescriptive oral agent for controlling blood sugar levels for each class of drug approved by the United States Food and Drug Administration; and
  - j. glucagon emergency kits. Diabetic equipment and supplies that are payable under the Prescription Drug Benefit will be paid under the Prescription Drug Benefit only.
- VI. Flu and Pneumonia Shots.
- VII. Healthy Pregnancy Counseling. Coverage will include, but not limited to, counseling, screening, and vaccines.
- VIII. Smoking/Tobacco Cessation. Coverage will be provided for tobacco cessation interventions for Members 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:
    - i. A brief onetime counseling session of 10 minutes; or
    - ii. when needed, longer counseling sessions over 10 minutes or multiple counseling sessions; and
    - iii. 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) therapy sustained-release bupropion and varenicline.
- IX. 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.
- X. Well-Baby and Well-Child Care Visits. Coverage will be provided for regular well- baby and well-child care visits, from birth to age 21, 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;
  - 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 5, 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:

- I. artificial limbs;
- II. eyes; or
- III. other prosthetic appliances.

Replacement of such devices will be covered only if:

- I. functionally necessary; or
- II. as required by a change in the Member’s 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:

- I. Computer-assisted communication devices; and
- II. 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 needs the medical needs of the 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:

- I. Chemotherapy. Coverage includes the use of drugs to approved for use in humans by the U.S. Food and Drug Administration (FDA);
- II. X-rays;
- III. Radium therapy; and
- IV. 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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## REHABILITATION – FACILITY AND PROFESSIONAL SERVICES

Benefits will be payable for Rehabilitation Therapy and other covered services, as provided in this Covered Benefit, that are billed by a Rehabilitation 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 Member to the Member's 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:

- I. Custodial care;
- II. Diagnostic admissions;
- III. Maintenance, nonmedical self-help, or vocational educational therapy;
- IV. Social or cultural rehabilitation;
- V. Learning and developmental disabilities; and
- VI. Visual, speech, or auditory disorders because of learning and developmental disabilities.

Benefits will not be provided under this Rehabilitation 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 benefit as described in this Rehabilitation benefit only as provided in and subject to the terms, conditions and limitations applicable to this Rehabilitation 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 benefit as provided in this Rehabilitation benefit.

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

Benefits will be payable for the following services when the Member receives Rehabilitation Inpatient Care and billed by the Rehabilitation Facility:

- I. Room and Board Accommodations. Such room and board accommodations include, but are not limited to:
  - a. dietary and general; and
  - b. medical and rehabilitation nursing services.

- II. Miscellaneous Rehabilitation Facility Services (whether or not such services are Rehabilitation Therapy or are general, medical or other services provided by the Rehabilitation Facility during the Member's admission), including but not limited to:
  - a. Rehabilitation Therapy services and supplies, including but not limited to Physical Therapy, Occupational Therapy, and Speech Therapy.
  - b. Laboratory procedures;
  - c. Diagnostic testing;
  - d. Pulmonary services and supplies, including but not limited to oxygen, and 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:
    - i. Are approved for use in humans by the U.S. Food and Drug Administration for the specific diagnosis for which they are prescribed;
    - ii. Are listed in the American Medical Association Drug Evaluation, Physicians' Desk Reference, or Drug Facts and Comparisons; and
    - iii. Require a Physician's written prescription.

Rehabilitation Facility Inpatient Care Services do not include services, supplies or other items for any period during which the Member is absent from the Rehabilitation Facility for purposes not related to rehabilitation, including, but not limited to, intervening Inpatient admissions to an acute care Hospital.

Preauthorization is recommended for Rehabilitation Facility Inpatient Care. Refer to Section 6, Utilization Review Management Program.

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

- I. A facility that primarily provides Rehabilitation Therapy, regardless of whether the facility is also licensed as a Hospital or other facility type;
- II. A freestanding facility or facility associated with or located within a Hospital or other facility;
- III. A designated rehabilitation unit of a Hospital;
- IV. For purposes of the Rehabilitation Therapy Benefit, any facility providing Rehabilitation Therapy to a Member, regardless of the category of facility licensure.

**Rehabilitation 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 Therapy program is:

- I. Provided by a Rehabilitation Facility in an Inpatient Care or Outpatient setting;
- II. Provided under the direction of a qualified Physician and according to a formal written treatment plan with specific goals;
- III. Designed to restore the patient's maximum function and independence; and
- IV. Medically Necessary to improve or restore bodily function and the Member must continue to show measurable progress.

Rehabilitation Facility Inpatient Care is subject to the following conditions:

- I. The Member will be responsible to the Rehabilitation Facility for payment of the Facility's charges if the Member remains as an Inpatient when Rehabilitation Facility Inpatient Care is not Medically Necessary. No benefits will be provided for a bed reserved for the Member.
- II. The term "Rehabilitation Facility" does not include:
  - a. A Hospital when the Member is admitted to a general medical, surgical or specialty floor or unit (other than a rehabilitation unit) for acute Hospital care, even though rehabilitation 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 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 physiatrist or other Physician directing the Member's Rehabilitation Therapy. Such professional services include:

- I. care planning and review;
- II. patient visits and examinations;
- III. consultation with other Physicians, nurses or staff; and
- IV. all other professional services provided with respect to the Member. Professional services provided by other

Covered Providers (i.e., who are not the Physician directing the Member's Rehabilitation Therapy) are not included in this Rehabilitation 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 SERVICES**

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

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## **RENAL DIALYSIS**

Coverage will be provided for medically necessary care and treatment related to renal failure. Most patients with End State Renal Disease (ESRD) are eligible for Disability and Medicare. You can continue this coverage as well, but it will be subject to Coordination of Benefits.

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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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## TELEHEALTH

Coverage will be provided for the use of interactive audio, video, or other telecommunications technology that is used by a provider or facility to deliver health care services at a site other than where the patient is located and delivered over a secure HIPAA compliant connection. Health Care Services administered via telehealth must be deemed medically necessary and administered by a licensed Health Care Provider.

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## THERAPEUTIC SERVICES – OUTPATIENT

Coverage will be provided for the following Outpatient therapeutic services:

- I. Physical Therapy;
- II. Speech Therapy;
- III. Cardiac Therapy;
- IV. Occupational Therapy; and
- V. Rehabilitation Therapy.

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.

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## TRANSPLANT BENEFITS

Coverage will be provided for Medically Necessary non-experimental transplants for the following:

- I. kidney;
- II. pancreas;
- III. heart;
- IV. heart/lung;
- V. single lung;
- VI. double lung;
- VII. liver;
- VIII. cornea;
- IX. bone marrow/stem cell;
- X. small bowel transplant;
- XI. simultaneous pancreas/kidney; and
- XII. renal transplant.

Preauthorization is required for organ transplants; refer to Section 6, Utilization Review Management Program.

If We have contracts with any Centers of Excellence that provide Transplant services, We may recommend that the Centers of Excellence be used for certain Transplants because of the quality of the outcomes of these procedures.

Covered Benefits include the following when provided by the approved Institute of Excellence:

- I. Organ procurement including transportation of the surgical/harvesting team, surgical removal of the donor organ, evaluation of the donor organ and the transportation of the donor or donor organ to the location of the transplant operation.
- II. Donor services, including the pre-operative services, transplant related diagnostic lab and x-ray services, and the transplant surgery hospitalization. Transplant related services are covered for up to six months after the transplant surgery.
- III. Hospital Inpatient Care.
- IV. Surgical services.
- V. Anesthesia.
- VI. Professional Covered Providers and diagnostic Outpatient services.
- VII. Licensed ambulance travel or commercial air travel for the Member receiving the Transplant to the nearest Hospital with appropriate facilities.

Benefits will be payable subject to the following conditions:

- I. When both the transplant recipient and donor are Members, both will receive benefits.

- II. When the transplant recipient is a Member and the donor is not, both will receive benefits to the extent that benefits for the donor are not provided under other hospitalization coverage.
- III. When the transplant recipient is not a Member and the donor is a Member, the donor will receive benefits to the extent that benefits are not provided to the donor by hospitalization coverage of the transplant recipient.

No benefits will be payable for:

- I. Experimental or investigational procedures;
- II. Transplants of a nonhuman organ or artificial organ transplant; and
- III. Donor searches.

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## URGENT CARE

Care for an illness, injury or condition serious enough that a prudent layperson 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:

- I. Examination of the outer and inner parts of the eye
- II. Evaluation of vision sharpness (refraction)
- III. Binocular function testing
- IV. Routine tests of color vision, peripheral vision, and intraocular pressure
- V. 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 eight (8) provided by a Physician or a health care professional supervised by a Physician. Coverage will include the following:

- I. Histories;
- II. Physical examinations;

- III. Developmental assessments;
  - IV. Anticipatory guidance;
  - V. Laboratory tests; and
  - VI. Routine immunizations.
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## WELLNESS SERVICES

Coverage will be provided for Wellness Services. Benefits include, but are not limited to, the following:

- I. Smoking Cessation;
- II. Weight Management;
- III. Stress Management;
- IV. Nutrition and Exercise; or
- V. any other Wellness Service mandated by the federal Affordable Care Act.

# SECTION 6 – UTILIZATION REVIEW MANAGEMENT PROGRAM

Our Utilization Review Management Program is administered by University of Utah 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 Member to obtain Preauthorization for certain prescribed Treatments and elective procedures before the Treatments and procedures are rendered. The Member must contact the Utilization Review Management Program representative to obtain the Preauthorization. The Utilization Review Management Program representative is shown on page 5, Important Information.

## HOW TO USE THE UTILIZATION REVIEW PROGRAM

To use the Utilization Review Management Program, the Member need only to call the Customer Service toll-free telephone number listed on page 5, Important Information. The Member may have the Member's representative place the call. A representative may be the Physician, the Covered Facility, or the Member's 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:

- I. The name and social security number of the Member for whom Treatment has been prescribed and requires Preauthorization;
- II. The Policyowner's name and this Policy's Policy Number which is shown on the cover of this policy.
- III. The name and telephone number of the attending Physician;
- IV. The name of the Covered Facility where the Member will be admitted, if applicable;
- V. The proposed date of admission, if applicable; and
- VI. The proposed Treatment.

**PLEASE NOTE: Authorization by the Utilization Review Management Program representative does not verify a Member's 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 a 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

- I. For prospective determinations (service not yet occurred): seven (7) business days;
- II. For retrospective determinations (service has already occurred): thirty (30) days;
- III. For expedited determinations (urgent care): as soon as possible (48-hour maximum)

The insurer may seek a 7-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 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:

- I. Benefits that specify that Preauthorization is required; and
- II. Procedures listed in the Preauthorization Medical Treatments List.

Members are responsible for obtaining preauthorization. Failure to obtain the required Preauthorization prior to receiving services will result in pended claims and a review for medical necessity. If We find the services not medically necessary, You may be responsible for the full cost of the services.

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

## PREAUTHORIZATION MEDICAL TREATMENT LIST

Some services require Preauthorization and is subject to change throughout the year. For a list of services and codes requiring Preauthorization you may call customer service, or visit <https://www.mountainhealth.coop/> and view "all procedure codes requiring preauthorization"

## 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.

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

- I. Personal and family history; or
- II. Current and diagnosis of a mental disorder;

the identity of that individual will be concealed from anyone having access to that information in order that the patient or client may remain anonymous.

### **Request for Information**

The Utilization Review Management Program representative may request only information that is relevant to the payment of a claim for Utilization Review of Outpatient mental health treatment.

### **DISCLOSURE OF PERSONAL INFORMATION**

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

- I. Personal and family history; or
- II. 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:

- I. Made on appeal or reconsideration; and
- II. 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 Member's 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 are 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 10, regarding appeals for adverse determinations.

## SECTION 7 – COORDINATION OF BENEFITS

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

The order of benefit determination rules governs 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 payments from all Plans do not exceed 100% of the total allowable expense.

### DEFINITIONS

- I. 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.
  - a. "Plan" includes: group and non-group health insurance contracts, health maintenance organization (HMO) contracts, Closed Panel Plans or other forms of group or group type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; and Medicare or any other federal governmental plan, as permitted by law.
  - b. "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, if determined by the commissioner to be "excepted benefits" as defined in 33-22-140, MCA; school accident type coverage; benefits for nonmedical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.
- II. 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.
- III. "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.
- IV. 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.

- V. 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 Member is not an Allowable expense. The following are examples of expenses that are not Allowable expenses:

- a. 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.
- b. If a person is covered by two or more Plans that compute their benefit payments on the basis of 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.
- c. 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.
- d. If a person is covered by one Plan that calculates its benefits or services on the basis of 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.
- e. The amount of any benefit reduction by the Primary Plan because a 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.
- I. Closed Panel Plan is a Plan that provides health care benefits to Members 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.
- II. 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.

## 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:

- I. The Primary plan pays or provides its benefits according to its terms of coverage and without regard to the benefits of under any other Plan.
- II. 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.
- III. 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.

- IV. 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.
- V. Each Plan determines its order of benefits using the first of the following rules that apply:
  - a. Non-Dependent or Dependent. The Plan that covers the person other than as a dependent, for example as an employee, 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, Member, policyholder, subscriber or retiree is the Secondary plan and the other Plan is the Primary plan.
  - b. 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:
    - c. For a dependent child whose parents are married or are living together, whether or not they have ever been married:
      - d. The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or
      - e. If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.
    - f. 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:
        - 1. The Plan covering the Custodial parent;
        - 2. The Plan covering the spouse of the Custodial parent;
        - 3. The Plan covering the non-custodial parent; and then
        - 4. The Plan covering the spouse of the non-custodial parent.
    - v. 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.
  - g. 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.

- h. COBRA or State Continuation Coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, Member, subscriber or retiree or covering the person as a dependent of an employee, Member, subscriber or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage 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.
- i. Longer or Shorter Length of Coverage. The Plan that covered the person as an employee, 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.
- j. 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

- I. 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.
- II. If a 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 Member. The “amount of the payments made” includes the reasonable cash value of any benefits provided in the form of services.

## **OTHER INSURANCE**

If no other coordination of benefit rules are applicable, We will credit Member’s deductible, copayment, or coinsurance, as applicable, for any payment made by a casualty or property insurer for Covered Medical Expenses as long as you notify Us of the payment within 12 months of the date of service.

## 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:

- I. 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.
- II. 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's 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.

- III. 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. When such a circumstance occurs, the Covered Member will receive an explanation of benefits.

- IV. War, or act of war, whether declared or not, rebellion, armed invasion, or insurrection,
- V. Service in the Armed Forces or any auxiliary units of the Armed Forces.

- VI. 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.
  - VII. 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.
  - VIII. 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.
- IX. Hearing aids and examinations for the prescription or fitting of hearing aids except as specified as a Covered Service in the Policy.
  - X. Cosmetic Surgery unless it is either
    - a. Medically Necessary, or
    - b. reconstructive surgery. Such reconstructive surgery must be:
    - c. incidental to or following surgery resulting from trauma, infection, or other diseases of the involved part because of congenital disease or anomaly of a covered Dependent Child which has resulted in a functional defect.
  - XI. 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.
  - XII. Foot care, including but 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.

- XIII. Foot orthotic appliance provided for the treatment of any medical condition.
- XIV. Behavioral Health and Substance Abuse or Addiction services and treatment not recognized by the American Psychiatric and American Psychological Association.
- XV. TENS and supplies units.
- XVI. Treatment provided in a government hospital, except residents who are confined in state medical institutions; benefits provided under Medicare or another governmental program (except Medicaid).
- XVII. Services rendered and separately billed by employees of hospitals, laboratories, or other institutions.
- XVIII. Services performed by the Covered Member or a member of the Covered Member's Immediate Family.
- XIX. 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.
- XX. 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.
- XXI. Custodial Care.
- XXII. Private duty nursing.
- XXIII. Any expenses, procedures or services related to Surrogate pregnancy, delivery, or donor eggs.
- XXIV. Services, supplies, drugs, and devices related to in vitro fertilization.
- XXV. Reversal of an elective sterilization.
- XXVI. 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.
- XXVII. Outpatient prescription drugs dispensed from a medical provider for which benefits are provided under the Prescription Drug Benefit in this Policy.
- XXVIII. 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).
- XXIX. Transplants of a non-human organ or artificial organ transplant.

- XXX. 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.
  
- XXXI. For travel by the Covered Member or a provider except as allowed under this Policy.
  
- XXXII. Orthodontics.
  
- XXXIII. 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. Rolwing; and other forms of Complementary and Alternative Medical treatments or therapy.
  
- XXXIV. Services, supplies and devices relating to any of the following treatments or related procedures:
  - a. religious counseling
  - b. self-help programs.
  
- XXXV. Vitamins. NOTE: Certain vitamins may be covered for specific conditions in accordance with Medical Policy.
  
- XXXVI. Food supplements and/or medical foods, except when used for Inborn Errors of Metabolism or Enteral Nutrition services as defined in the Medical Policy.
  
- XXXVII. 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.
  
- XXXVIII. Education services, unless otherwise specified as a Covered Benefit, or tutoring services.
  
- XXXIX. Any services, supplies, drugs, or devices primarily for personal comfort, hygiene, or convenience which are not primarily medical in nature.
  
- XL. 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.

- XLII. Applied Behavior Analysis (ABA) services, except as specifically included in this Policy under the Autism Spectrum Disorders.
- XLIII. Services, supplies, drugs, and devices which are not listed as a Covered Benefit as provided in this Policy.
- XLIV. All services, supplies, drugs, and devices provided to treat any illness or injury arising out of employment as an athlete.
- XLV. 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 alveoplasty when related to tooth extraction.
- XLVI. Services, supplies, drugs, or devices provided before the Policy Effective Date of coverage or after the termination of coverage.
- XLVII. Any service, supply, drug, or devices excluded in any other section of this Policy.
- XLVIII. Charges associated with health clubs.
- XLIX. Any service, supply, drug, device, or medical expense not provided by a Covered Provider.
- L. Non-Emergent services, supplies, drugs, devices, or medical expense provided outside the United States.
  - L. Services, supplies, drugs, devices, or medical expenses which are not Covered Benefits, not Covered Medical Expenses, or for which benefit maximums have been reached.
  - LI. Foreign Prescriptions, except when associated with an Emergency Medical Condition while You are traveling outside the United States.
  - LII. Services, supplies, drugs, devices, or medical expenses not submitted within twelve (12) months after received or provided.

- LIII. 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.
- LIV. Illegal Services, Substances and Supplies.
- LV. Sexual Dysfunction.
- LVI. 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 when services are provided by an In-Network Provider. However, the Covered Member will need to submit a claim to the University of Utah Health Plans Customer Service Department for reimbursement considerations when the Covered Member receives services from an Out-of-Network Provider.

### 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 an 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 Group 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 4, 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 within 15 days of notice. 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.

### TIME PAYMENT OF CLAIMS

Benefits payable under this Group Policy for any covered loss will be processed in the time-period required under this Policy, upon receipt of due written proof of such loss.

#### 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 the Covered Member, the Covered Member's 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 Commissioner 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.

## PAYMENT OF CLAIMS

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

If any benefit payable under this Group Policy is payable to estate of the Covered Member or to a 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 Group 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 Group 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-month period for Our review or audit will not begin until:

- I. We have actual knowledge of:
- II. An invalid claim;
- III. Claim overpayment; or
- IV. 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
- V. The date that the Commissioner of Insurance determines that insufficient evidence of fraud exists if We pay a claim in which We:
- VI. Suspect the health care provider or claimant of insurance fraud related to the claim; and
- VII. Has reported evidence of fraud related to the claim to the Commissioner in accordance with state law.

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:

- I. Medicare;
- II. A workers' compensation insurer;
- III. Another health insurance issuer or group health plan;
- IV. A liable or potentially liable third party; or
- V. 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.

## PRESCRIPTION DRUG RECOVERY

Following cancellation of your policy, We may perform a pharmacy claim audit. If it is identified that pharmacy claims were paid proceeding the cancellation of the policy, We will initiate the recovery process with the formerly Covered Member up to and including collections.

## 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 Group Policy. Such subrogation will be to the extent necessary for reimbursement of benefits paid under this Group 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 the Covered Member intends to institute an action for damages against a third party, the Covered Member must give Us reasonable notice of the Covered Member's intention to institute the action.

The Covered Member 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 state law.

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

# SECTION 10 – COMPLAINTS, GRIEVANCES AND APPEALS

## COMPLAINTS AND GRIEVANCES

We, the CO-OP, have established a Complaint and Grievance process. We contract with U of U Health Plans 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 the U of U 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 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's written complaint.

## CLAIMS PROCEDURES

A "Claim" is any request for a Policy benefit or benefits made for a 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's 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. Claimants should complete and submit an Appointment of Authorized Representative form in order to appoint an authorized representative. No person (including a treating health care professional) will be recognized as an authorized representative until We receive an Appointment of Authorized Representative form signed by the Claimant.

An Appointment of Authorized Representative form may be obtained from and completed forms must be submitted to the University of Utah 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, the 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**

- I. 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.
- II. 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, sent at least thirty (30) days in advance of implementing the rescission decision will include (a) clear identification of the alleged fraudulent act, practice, or omission or the intentional misrepresentation of material fact; an explanation of why the act, practice or omission was fraudulent or was an intentional misrepresentation of a material fact; the date when the advance notice period ends and the date to which coverage is to be retroactively rescinded;
  - 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:
    - i. an explanation of the scientific or clinical judgment applying the terms of the Policy to the Claimant’s medical circumstances; or
    - ii. 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**

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

**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. With the exception of urgent care claims, the appeal must be made in writing, should list the reasons why the Claimant does not agree with the adverse benefit determination, and must be sent to the address given for the University of Utah Health Plans Appeals and Grievances Department. If the Claimant (or authorized representative) is appealing an urgent care claim, the Claimant may appeal the claim verbally by calling the telephone number listed for urgent care appeals 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. 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 (a) on the date it is hand-delivered to the above address and room; or (b) on the date that it is deposited in the U.S. Mail for first-class delivery in a properly stamped envelope containing the above name and address. The postmark on any such envelope will be proof the date of mailing. Written appeals must be sent to the U of U Health Plans Appeals and Grievances Department address shown on page 5.

**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.

**Submission of Comments.** A Claimant has the right to submit documents, written comments, or other information in support of an appeal.

**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, except that the appeal of a decision to reduce or terminate an initially approved course of treatment (see the definition of concurrent care decision) must be filed within 180 days of the Claimant's receipt of the notification of the decision to reduce or terminate. 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.

**Urgent Care Appeals.** In light of the expedited timeframes for decision of urgent care claims, an urgent care appeal may be submitted to the University of Utah 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:

- I. The identity of the Claimant;
- II. A specific medical condition or symptom;
- III. A specific treatment, service, or product for which approval or payment is requested; and
- IV. Any reasons why the appeal should be processed on a more expedited basis.

**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 University of Utah 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 University of Utah Health Plans Grievances and Appeals Department. If the University of Utah Health Plans Grievances and Appeals Department relies on new or additional reasons in denying the Claimant's claim on review, the University of Utah 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 University of Utah Health Plans Appeals and Grievances Department.

**Scope of Review.** The independent and impartial 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 University of Utah 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.

**Medical Professionals.** In the event that a claim is denied on the grounds of medical judgment, the University of Utah 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

**Urgent 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 University of Utah Health Plans Appeals and Grievances Department of the written appeal or completed Request for Review form. The University of Utah Health Plans Appeals and Grievances Department will notify the Claimant and/or the Covered Member's 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 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.

**Pre and Post-Service Claims.** The appeal of a pre-service claim shall be decided within a reasonable time appropriate to the medical circumstances no later than thirty (30) days after receipt by the University of Utah Health Plans Appeals and Grievances Department of the written appeal or completed Request for Review form. 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 University of Utah Health Plans Appeals and Grievance Department of the written appeal or completed Request for Review form.

"Pre-Service Claim" is a request for approval of a benefit in which the terms of the Plan condition the receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining medical care. Examples of a Pre-Service Claim include but are not limited to a Pre-Certification of general items or health services or a request for Pre-Determination to determine coverage for a specific procedure.

“Post-Service Claim” is a claim that under this Plan is not a Pre-Service Claim (i.e., a claim that involves consideration of payment or reimbursement of costs for medical care that has already been provided).

**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 University of Utah 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.

## NOTIFICATION OF FINAL INTERNAL ADVERSE BENEFIT DETERMINATION

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:

- I. 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;
- II. 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;
- III. A description of the internal appeal and external review procedures (and for urgent care claims only, a description of the expedited review process applicable to such claims);
- IV. If applicable, a statement describing the Claimant’s right to request an external review and the time limits for requesting an external review;
- V. 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);
- VI. 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;
- VII. Contact information for a consumer appeal assistance program and, if applicable, a statement of the claimant’s right to file a civil action under Section 502(a) of ERISA; and
- VIII. 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.

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.

## 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:

- I. The Medical Necessity, appropriateness, health care setting, level of care, or effectiveness of your health care service or supply, or
- II. 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's Illness, Injury, or medical condition according to accepted standards of medical practice.

- I. Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the Covered Member's illness, injury or disease;
- II. Not primarily for the convenience of the Covered Member, physician or other health care provider; and
- III. 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's 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:

- I. The service/technology has final approval from the appropriate government regulatory bodies;
- II. 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;
- III. The service/technology's overall beneficial effects on health outweigh the overall harmful effects on health;

- IV. 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
- V. 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:

- I. See the Idaho Department of Insurance web site, [www.doi.idaho.gov](http://www.doi.idaho.gov), or
- II. 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.

## 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.

- I. Within seven days after the Department of Insurance receives your request, the Department of Insurance will send a copy to us.
- II. 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.
- III. 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.
- IV. 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.
- V. 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.

## EXPEDITED EXTERNAL REVIEW PROCESS

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:

- I. Could seriously jeopardize your life or health or your ability to regain maximum function
- II. 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
- III. 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

## ENTIRE CONTRACT; CHANGES

This Group Policy, including the application, endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this Group 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 Group Policy or to waive any of its provisions.

## MISSTATEMENT OF AGE

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

## REPRESENTATIONS

In the absence of fraud, all statements made by applicants or the Policyholder or by a Covered Member will be considered representations and not warranties. A statement made for the purpose of effecting insurance may not avoid the insurance or reduce benefits unless contained in a written instrument signed by the Policyholder or the Covered Member, a copy of which has been furnished to the Policyholder or to the Covered Member or the Covered Member's beneficiary.

## CERTIFICATES (EVIDENCE OF COVERAGE)

We will furnish to the Policyholder for delivery to each Covered Employee a Certificate (Evidence of Coverage) form which is a statement in summary form of the essential features of the insurance coverage of the Covered Employee to whom benefits are payable. If Dependents are included in the coverage, only one Certificate will be issued for each family unit.

## COORDINATION WITH MEDICARE

The Plan will coordinate benefits with Medicare according to the federal Medicare secondary payor laws and regulations ("MSP rules"). This means that The Plan and/or Medicare may adjust payment so that the combined payments by The Plan and Medicare will be no more than the charge for the Benefits received by the Covered Member. The Plan will never pay more than it would pay if the Covered Member was not covered by Medicare.

Medicare pays secondary to The Plan for Benefits for Beneficiary Covered MemberMember and their Spouses who are Covered MemberMembers, covered by employers with 20 or more employees, who qualify for age-based Medicare as a result of attaining age 65 and older and who are covered by virtue of the Beneficiary Covered Member's current employment status. Medicare will be the primary for a Covered Member that refuses coverage under this Group Plan. Medicare will pay primary to The Plan for the working aged Covered MemberMembers covered by employers with fewer than 20 employees, including a multi-employer association if the Covered Member is covered by an employer within the multiemployer association with fewer than 20 employees.

## NEW ENTRANTS

This Group Policy may add from time-to-time eligible new Employees and Dependents, as the case may be, in accordance with the terms of this Group Policy.

## 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 Group Policy, or to any change of beneficiary or beneficiaries, or to any other changes in this Group Policy.

## ASSIGNMENT

This Group Policy cannot be assigned.

## NONPARTICIPATING

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

## CONFORMITY WITH STATE STATUTES

The provisions of this Group Policy conform to the minimum requirements of state law and control over any conflicting statutes of any state in which:

- I. The Policyholder's place of business is located; or
- II. The Covered Employee resides:

on or after the effective date of this Group Policy.

## 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 following a 30-day notification.

## 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.

## BENEFIT DISCRETION

We may agree 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.

## IN-NETWORK PROVIDERS

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

## 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.

## TERM

The term of this Policy is set in the Schedule of Benefits.

# SECTION 12 - 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 your 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 Certificateholders Persons; inform Policyholders and Certificateholders of our legal obligations; and advise Policyholders and Certificateholders 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 Certificateholders 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 you PHI to a government authority that is authorized by law to receive reports or 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, relying 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:

- I. the company has violated your privacy rights;
- II. 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;
- III. 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)

## GROUP HEALTH PLAN NOTICES 2020

### Women’s Health & Cancer Rights Act

The Women’s Health & Cancer Rights Act (WHCRA) requires group 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.

### **Newborn's and Mothers' Health Protection Act**

The Newborn's and Mother's 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 your Human Resources representative.

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).

### Change in Status Permitted Midyear Election Changes

Due to Internal Revenue Service (IRS) regulations, in order to be eligible to take your premium contribution using pre-tax dollars, your election must be irrevocable for the entire plan year. As a result, your enrollment in the medical, dental, and vision plans or declination of coverage when you are first eligible, will remain in place until the next Open Enrollment period, unless you have an approved “change in status” as defined by the IRS.

Examples of permitted “change in status” events include:

- Change in legal marital status
- Change in number of dependents
- Change in eligibility of a child
- Change in your/your spouse’s/your state registered/unregistered/state registered and unregistered domestic partner’s employment status
- A substantial change in your/your spouse’s/your state registered/unregistered/state registered and unregistered domestic partner’s benefits coverage
- A relocation that impacts network access
- Enrollment in state-based insurance Exchange
- Medicare Part A or B enrollment
- Qualified Medical Child Support Order or other judicial decree
- A dependent’s eligibility ceases resulting in a loss of coverage
- Loss of other coverage
- Change in employment status where you have a reduction in hours to an average below 30 hours of service per week, but continue to be eligible for benefits, and you intend to enroll in another plan that provides Minimum Essential Coverage that is effective no later than the first day of the second month following the date of revocation of your employer sponsored coverage
- You enroll, or intend to enroll, in a Qualified Health Plan (QHP) through the State Marketplace (i.e. Exchange) and it is effective no later than the day immediately following revocation of your employer sponsored coverage.

You must notify your Human Resources representative within 30 days of the above change in status.

## 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>

## MEDICARE NOTICE

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:

- any of the services covered by the policy are also covered 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

Before You Buy This Insurance

- Check the coverage in all health insurance policies you already have.
- For more information about Medicare and Medicare Supplement insurance, review the "Guide to Health Insurance for People with Medicare," available from the insurance company.
- For help in understanding your health insurance, contact your state insurance department.

# 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.

**Certain Non-Emergency Services** When you receive services from an In-Network hospital, hospital outpatient departments, Critical access 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:

- 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). We will pay Out-of-Network providers and facilities directly.
- We generally must:

- Cover emergency services without requiring you to get approval for services in advance (prior authorization).
- Cover emergency services by out-of-network providers.
- 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.
- 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.