2020-2021
RESIDENTS, FELLOWS & INTERNS
HEALTH PLAN

Basic Plus option
This information is available in other languages. Free language assistance services are available by calling the toll free number below. For TTY, call 711.

Si habla español, tiene a su disposición servicios gratuitos de asistencia con el idioma. Llame al 1-855-903-2583. Para TTY, llame al 711.


Hadlii aad ku hadasho Soomaali, adig waxaad heli kartaa caawimo luqad lacag la'aan ah. Wac 1-866-251-6736. Markay tahay dad maqalku ku adag yahay (TTY), wac 711.

אם אתהStringEncoding, אתה מأمن שירותים חינם בתחום השפה. עבור TTY, ת هاتف 1-866-566-6912. עבור הamburger ה-Bilingual 711.


Afaan Oromoo dubbattu yoo ta’e, tajaajila gargaarsa afaan hiikuu kaffaltii malee. Argachuuf 1-855-315-4016 bilbila. TTY dhaaf, 711 bilbila.

如果您說中文，我們可以為您提供免費的語言協助服務。請撥打 1-855-315-4017。聽語障專 (TTY)，請撥打 711。

Если Вы говорите по-русски, Вы можете воспользоваться бесплатными услугами переводчика. Звоните 1-855-315-4028. Для использования телефонного аппарата с текстовым выходом звоните 711.

Si vous parlez français, des services d’assistance linguistique sont disponibles gratuitement. Appelez le 1-855-315-4029. Pour les personnes malentendantes, appelez le 711.

한국어를 사용하시는 경우, 무료 언어 지원 서비스가 제공됩니다. 1-855-904-2583으로 전화해십시오. TTY 사용자는 711로 전화하십시오.


Dîné kebi'ji yánili'go saad bee yàr'î' el tâ'jûk'ke bee nîka'a'doowolgo el nà'ahoor'î. Koji' el bëesh bee hodîlînh wojîqojîqojî. TTY biniyîgo el iâdîjî' bëësh bee hodîlînh.
Notice of Nondiscrimination Practices

Effective July 18, 2016

The Claims Administrator complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or gender. The Claims Administrator does not exclude people or treat them differently because of race, color, national origin, age, disability, or gender.

The Claims Administrator provides resources to access information in alternative formats and languages:

- Auxiliary aids and Services, such as qualified interpreters and written information available in other formats, are available free of charge to people with disabilities to assist in communicating with the Claims Administrator.

- Language Services, such as qualified interpreters and information written in other languages, are available free of charge to people whose primary language is not English.

If you need these Services, contact the Claims Administrator at 1-800-382-2000 or by using the telephone number on the back of your member identification card. TTY users call 711.

If you believe that Blue Cross has failed to provide these Services or discriminated in another way on the basis of race, color, national origin, age, disability, or gender, you can file a grievance with the Nondiscrimination Civil Rights Coordinator

- by email at: Civil.Rights.Coord@bluecrossmn.com

- by mail at:
  Nondiscrimination Civil Rights Coordinator
  Blue Cross and Blue Shield of Minnesota and Blue Plus
  M495
  PO Box 64560
  Eagan, MN 55164-0560

- or by telephone at:
  1-800-509-5312

Grievance forms are available by contacting the Claims Administrator at the contacts listed above, by calling 1-800-382-2000 or by using the telephone number on the back of your member identification card. TTY users call 711. If you need help filing a grievance, assistance is available by contacting the Claims Administrator at the numbers listed above.

You can 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

- by telephone at:
  1-800-368-1019 or 1-800-537-7697 (TDD)

- or by mail at:
  U.S. Department of Health and Human Services
  200 Independence Avenue SW
  Room 509F
  HHH Building
  Washington, DC 20201

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This Booklet

This booklet is a description of the principal features of your health care Plan.
Member Rights and Responsibilities

You have the right as a health care Plan member to:

- be treated with respect, dignity and privacy;
- have available and accessible Medically Necessary and Appropriate Covered Services, including emergency Services, 24 hours a day, seven (7) days a week;
- be informed of your health problems and to receive information regarding Treatment alternatives and their risk in order to make an informed choice regardless if the health Plan pays for Treatment;
- participate with your Health Care Provider in decisions about your Treatment;
- give your Health Care Provider a health care directive or a living will (a list of instructions about health Treatments to be carried out in the event of incapacity);
- refuse Treatment;
- privacy of medical and financial records maintained by the health care Plan, the Claims Administrator and its Health Care Providers in accordance with existing law;
- receive information about the health care Plan, its Services, its providers, and your rights and responsibilities;
- make recommendations regarding these rights and responsibilities policies;
- have a resource at the health care Plan, the Claims Administrator or at the clinic that you can contact with any concerns about Services;
- file an appeal with the Claims Administrator and receive a prompt and fair review; and
- initiate a legal proceeding when experiencing a problem with the health care Plan or its providers.

You have the responsibility as a health care Plan member to:

- know your health care Plan benefits and requirements;
- provide, to the extent possible, information that the health care Plan, the Claims Administrator and its providers need in order to care for you;
- understand your health problems and work with your doctor to set mutually agreed upon Treatment goals;
- follow the Treatment plan prescribed by your Health Care Provider or to discuss with your provider why you are unable to follow the Treatment plan;
- provide proof of coverage when you receive Services and to update the clinic with any personal changes;
- pay Copayments at the time of Service and to promptly pay Deductibles, Coinsurance and, if applicable, charges for Services that are not covered; and,
- keep appointments for care or to give early notice if you need to cancel a scheduled appointment.
Important Notice from the University of Minnesota Residents, Fellows and Interns Health Plan; Disabled; and COBRA Participants and Dependents Concerning Your Prescription Drug Coverage and Medicare

If you or a Covered Dependent has Medicare Part A and/or B (or will be eligible within the next 12 months) you’ll want to read this notice about your current Prescription Drug Coverage and Medicare. If not, you can disregard this notice.

NOTE: The Centers for Medicare and Medicaid Services (CMS) regulations require us to send this notification to all individuals with prescription drug coverage who are eligible for Medicare. We’re including this information in our Summary of Benefits for University of Minnesota Residents, Fellows and Interns Health Plan because we don’t know if you’re entitled to Medicare or not. Medicare entitlement includes individuals who qualify for Medicare because of a disability or end-stage renal disease (ESRD), as well as individuals who are over age 65.

This notice has information about your current prescription drug coverage with the University of Minnesota Residents, Fellows and Interns Health Plan Medical Program for medical, dental, and veterinary medicine residents, fellows and interns; disabled; and COBRA participants (and dependents) and the prescription drug coverage available for people with Medicare. It also explains the options you have under Medicare prescription drug coverage and can help you decide whether or not you want to enroll. At the end of this notice is information about where you can get help to make decisions about your prescription drug coverage.

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare through Medicare prescription drug plans and Medicare Advantage Plans that offer prescription drug coverage. All Medicare prescription drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium. The five plans in the University of Minnesota Retiree Medical Program for Over 65 Retirees will automatically enroll you in the Medicare prescription drug benefit and will include coverage that is at least as good as the Medicare prescription drug benefit.

If you have a spouse or dependent on a Medicare plan, separate communications will be sent to them regarding their coverage.

Because your existing University of Minnesota Residents, Fellows and Interns Health Plan coverage is on average at least as good as standard Medicare prescription drug coverage, you can keep this coverage and not pay extra if you later decide to enroll in the Medicare prescription drug program.

If you decide to enroll in a Medicare prescription drug plan and drop your University of Minnesota Residents, Fellows and Interns Health Plan prescription drug coverage, be aware that you cannot get this coverage back.

You can enroll in a Medicare prescription drug plan when you first become eligible for Medicare and each year from October 15 through December 7. When you leave employer/union coverage you may be eligible for a Special Enrollment Period to sign up for a Medicare prescription drug plan.

You should also know that if you drop or lose your coverage with your University of Minnesota Residents, Fellows and Interns Health Plan and don’t enroll in Medicare prescription drug coverage after your current coverage ends, you may pay more (a penalty) to enroll in Medicare prescription drug coverage later.

If you go 63 days or longer without prescription drug coverage that’s at least as good as Medicare’s prescription drug coverage, your monthly premium will go up at least one percent per month for every month that you did not have that coverage. For example, if you go 19 months without coverage, your premium will always be at least 19 percent higher than what many other people pay. You’ll have to pay this higher premium as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following November to enroll. However, if you lose your current creditable prescription drug coverage through no fault of your own, you will also be eligible for a two month Special Enrollment Period to join a Medicare drug plan.
Contact the Office of Student Health Benefits by calling 612-624-0627 or 800-232-9017 (toll-free).

**NOTE:** You will receive this notice annually and at other times in the future such as before the next period you can enroll in Medicare prescription drug coverage, and if this coverage through the University of Minnesota Residents, Fellows and Interns Health Plan changes. You also may request a copy.

More detailed information about Medicare plans that offer prescription drug coverage is available in the “Medicare & You” handbook. You'll get a copy of the handbook in the mail from Medicare. You may also be contacted directly by Medicare prescription drug plans. When you are approaching age 65, you will also receive information about the University of Minnesota’s Retiree Medical Programs for retirees over age 65.

For more information about Medicare prescription drug plans:

- Visit [www.medicare.gov](http://www.medicare.gov)
- Call your state Health Insurance Assistance Program (see your copy of the *Medicare & You* handbook for their telephone number) for personalized help
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048

For people with limited income and resources, extra help paying for a Medicare prescription drug plan is available. Information about this extra help is available from the Social Security Administration (SSA). For more information about this extra help, visit SSA online at [www.socialsecurity.gov](http://www.socialsecurity.gov), or call them at 1-800-772-1213 (TTY 1-800-325-0778).

**Remember:** Keep this notice. If you enroll in one of the new plans approved by Medicare which offer prescription drug coverage you may be required to provide a copy of this notice when you join to show that you are not required to pay a higher premium amount.
Introduction

This booklet provides you with the information you need to understand your health care Plan. You are encouraged to take the time to review this information so you understand how your health care Plan works.

This booklet replaces all other certificates/booklets you have received from the Plan Administrator before the Effective Date. For purposes of this booklet, "you" or "your" refers to the participant named on the identification (ID) card and other covered Dependents. Participant is the person for whom the Residents, Fellows and Interns Health Plan has provided coverage. Dependent is a covered Dependent of the participant.

The Plan Administrator has contracted with the Claims Administrator to provide coverage for its participants and their Dependents. Terms are defined in the "Terms You Should Know" section.

This booklet explains the health care Plan, eligibility, notification procedures, Covered Services, and expenses that are not covered. It is important that you read this entire booklet carefully. If you have questions about your coverage, please call Customer Service at the telephone number listed on the back of your member ID card or log onto your Claims Administrator's member website at www.bluecrossmn.com/umnrfl.

This Plan, financed and administered by University of Minnesota–Residents, Fellows and Interns Health Plan, is a self-insured medical Plan effective July 1, 2020. Blue Cross and Blue Shield of Minnesota (Blue Cross) is the Claims Administrator and provides administrative services only. The Claims Administrator does not assume any financial risk or obligation with respect to Claims. Coverage is subject to all terms and conditions of this booklet, including Medical Necessity and Appropriateness.

This Residents, Fellows and Interns Health Plan is not subject to ERISA.

If you have any questions on your health care Plan, please call Customer Service at the telephone number listed on the back of your member ID card.
How Your Benefits Are Applied

To help you understand your coverage and how it works, here is an explanation of some benefit terms found in your “Summary of Benefits” section.

Benefit Period

The specified period of time during which charges for Covered Services must be incurred in order to be eligible for payment by the health care Plan. A charge shall be considered incurred on the date you receive the Service or Supply for which the charge is made.

Your health care Plan’s benefit period is based on a Plan Year. The Plan Year is a consecutive 12-month period beginning on 07/01/2020.

Medical Cost-Sharing Provisions

Cost-sharing is a requirement that you pay part of your expenses for Covered Services. The terms "Copayment," "Deductible" and "Coinsurance" describe methods of such payment that may apply to your Plan.

You must notify the Claims Administrator regarding any discounts, coupons, coupon cards, point of service rebates, debit cards, or other forms of financial arrangements between you and a provider or manufacturer for health care items or medical Services (hereinafter referred to as "Coupons"). The dollar amount of any Coupon provided to you by providers or manufacturers will not count toward Coinsurance, Copayment, or Deductible cost-sharing responsibilities or Out-of-Pocket Limit.

Coinsurance

The Coinsurance is the specific percentage of the Allowed Amount for Covered Services that is your responsibility. Refer to the Plan Payment Level in your "Summary of Benefits" section for the Coinsurance percentage amounts.

Copayment

The Copayment for certain Covered Services is the specific, upfront dollar amount which will be deducted from the Allowed Amount by the Claims Administrator and is your responsibility. See your "Summary of Benefits" section for applicable Copayment amounts.

Deductible

The Deductible is a specified dollar amount you must pay for most Covered Services each Plan Year before the health care Plan begins to provide payment for benefits. Services such as prenatal care, Pediatric Preventive Care, and Primary Network Preventive Care Services for adults are not subject to the Deductible. See the "Summary of Benefits" section for the Deductible amount.

Out-of-Pocket Limit

The Out-of-Pocket Limit refers to the specified dollar amount of member cost-sharing incurred for Covered Services in a Plan Year. When the specified dollar amount is attained, the health care Plan begins to pay 100% of the Allowed Amount for all covered expenses. See your "Summary of Benefits" section for the Out-of-Pocket Limit.

Maximum

The greatest amount of benefits that the health care Plan will provide for Covered Services within a prescribed period of time. This could be expressed in dollars, number of days, number of visits, or number of Services.
Prescription Drug Cost-Sharing Provisions

Cost-sharing is a requirement that you pay part of your covered expenses. The following provision(s) describe the methods of such payment that may apply to your Plan.

You must notify the Claims Administrator regarding any discounts, coupons, coupon cards, point of service rebates, debit cards, or other forms of financial arrangements between you and a provider or manufacturer for Prescription Drugs and/or devices (hereinafter referred to as "Coupons"). The dollar amount of any Coupon provided to you by providers or manufacturers will not count toward your Coinsurance, Copayment, or Deductible cost-sharing responsibilities or Out-of-Pocket Limit.

**Copayment**

The Copayment is the specific, upfront dollar amount you pay for covered medications which will be deducted from the provider's Allowed Amount. The applicable Copayment obligation is the amount specified in the "Summary of Benefits" section, or the cost of the covered medication, whichever is lower.

**Coinsurance**

The Coinsurance is the specific percentage of the Allowed Amount for covered medications that is your responsibility. Refer to the Plan Payment Level in your "Summary of Benefits" section for applicable Coinsurance percentage amounts.

**Deductible**

The Deductible is a specified dollar amount you must pay for covered medications each Plan Year before the health care Plan begins to provide payment for benefits. See the "Summary of Benefits" section for the Deductible amount.

**Out-of-Pocket Limit**

The Out-of-Pocket Limit refers to the specified dollar amount of member cost-sharing incurred for covered medications in a Plan Year. When the specified dollar amount is attained, the health care Plan begins to pay 100% of the Allowed Amount for all covered expenses. See your "Summary of Benefits" section for the Out-of-Pocket Limit.
## Customer Service

| Residents, Fellows and Interns Health Plan Administrator | Office of Student Health Benefits  
University of Minnesota |
| --- | --- |
| (Enrollment and eligibility verification) | 410 Church Street S.E., Room N323  
Minneapolis, MN 55455 |
| | 612-624-0627 or 1-800-232-9017 (out of area) |
| | email: umshbo@umn.edu  
www.shb.umn.edu |
| Blue Cross Blue Shield of Minnesota | The Claims Administrator’s customer service staff is available to answer your questions about your coverage and direct your calls for prior authorization, preadmission notification, preadmission certification, and emergency admission notification. Customer service staff will provide interpreter services to assist you if needed. This includes spoken language and hearing interpreters. |
| (Questions on coverage and claims) | Monday through Friday: 7:00 a.m. - 8:00 p.m. United States Central Time  
Hours are subject to change without prior notice. |
| Customer Service Telephone Number | Claims Administrator: 651-662-5004 or toll free 1-866-870-0348 |
| Blue Cross Blue Shield of Minnesota Website | www.bluecrossmn.com/umnrfi |
| BlueCard Telephone Number | Toll free 1-800-810-BLUE (2583)  
This number is used to locate providers who participate with Blue Cross and Blue Shield plans nationwide. |
| BlueCard Website | www.bcbs.com  
This website is used to locate providers who participate with Blue Cross and Blue Shield plans nationwide. |
| Claims Administrator’s Mailing Address | Claims review requests, and written inquiries may be mailed to the address below:  
Blue Cross and Blue Shield of Minnesota  
P.O. Box 64338  
St. Paul, MN 55164  
Prior authorization requests should be mailed to the following address:  
Blue Cross and Blue Shield of Minnesota  
Utilization Management Department  
P.O. Box 64265  
St. Paul, MN 55164 |
| Pharmacy Telephone Number | Toll free 1-800-509-0545  
This number is used to locate a participating pharmacy. |
Benefits not administered by the Claims Administrator BCBS:

<table>
<thead>
<tr>
<th>Travel Assistance, Medical Evacuation &amp; Repatriation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agents are available 24 hours a day to answer questions on medical evacuation or repatriation or provide emergency travel assistance. Visit <a href="http://www.shb.umn.edu">www.shb.umn.edu</a> to learn more.</td>
</tr>
</tbody>
</table>
Special Features

Maternity Management

The Maternity Management program provides expectant mothers with education and support throughout their pregnancy. This support includes access to a specially trained Health Coach (RN) and online educational information. All pregnant women have access to the program, regardless of their risk. To request further information or to enroll call (651) 662-1818, or toll free 1-866-489-6948.

Stop-Smoking Support

Stop-Smoking Support provides a behavior change program to support members that want to reduce tobacco use. This service is available to all members 18 years of age or older, including those that use smokeless tobacco products. Stop-Smoking Support is a telephone-based service designed to help you quit using tobacco your way and at your pace. To participate, call the support line at 1-888-662-BLUE (2583). A Quit Coach will work with you one-on-one to develop a personalized quitting plan that addresses your specific concerns.

Care Management

If you or an eligible family member has an ongoing condition like diabetes or heart disease - or you experience a major health event or illness - you may be eligible to take advantage of Care Management programs. These programs are voluntary and confidential. A Health Coach (registered nurse or behavioral health specialist) can help you coordinate care and navigate the healthcare system, identify resources to assist you in achieving your personal health goals, and talk to you over the phone and provide you with information that is specific to your condition. Each member is matched with a primary health coach who gets to know you over time so you do not have to start over every time you call. If you think you are eligible to participate in the program, you may call the Customer Service telephone number listed on the back of your ID card. Once enrolled, you may choose not to participate at any time by calling the Customer Service telephone number listed on the back of your ID card.

Online Health Assessment and Online Health Coaching Programs

The Online Health Assessment and Online Health Coaching Programs are available to you at myBlueCross, the member center at the Claims Administrator’s website. Taking the Online Health Assessment is your first step to a healthier lifestyle. Answer questions about your health history, nutrition, physical activity, and more. You will instantly get a report just for you. It takes just 20 minutes and is completely confidential. Then take advantage of the Online Health Coaching Programs focused on fitness, nutrition, weight loss, reducing stress, and more. Each program includes an action plan and tips for success to keep you on track.
Eligibility, Enrollment, Effective Date, Open Enrollment, Special Enrollment Periods

FOR THE PURPOSES OF THIS SECTION, YOU OR YOUR REFERS TO THE COVERED RESIDENT/FELLOW/INTERN.

Eligibility

For questions on eligibility, contact the Office of Student Health Benefits at (612) 624-0627 or e-mail: umshbo@umn.edu.

The University of Minnesota develops eligibility criteria for its employees and their dependents subject to collective bargaining agreements and compensation plans that may change during a Plan Year. An employee is eligible to participate in the University of Minnesota Residents and Fellows Health Benefit Plan (the Plan) if he/she is working at the University with an appointment in an eligible classification. In no event can a person receive coverage as both an employee and as a dependent of another University of Minnesota Residents and Fellows Health Benefit Plan member. For example, you may not have coverage for yourself as an employee and be a dependent on the coverage of a spouse or a parent who has family coverage as a University of Minnesota resident, fellow or intern. In no event can an employee include a dependent on the Plan who is ineligible for coverage. (See 11. Misuse of Plan.) The Plan reserves the right to request documentation to verify eligibility of your enrolled dependents.

Definition of Eligible Dependents

The individuals listed on the chart below and on the following page are considered eligible dependents for the Plan. In addition to specifying criteria for coverage, the chart also includes information as to whether the dependent is considered qualified for favorable tax treatment under the Plan. See Section 2 (below) for further explanation on tax favored and non-tax favored treatment of dependent coverage.

Individuals Eligible as Dependents under the University of Minnesota Residents and Fellows Health Benefit Plan

<table>
<thead>
<tr>
<th>Relationship to Employee</th>
<th>Criteria for Coverage</th>
<th>Is Dependent Qualified for Tax Favored Treatment (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spouse</td>
<td>Must be legally married.</td>
<td>Qualified</td>
</tr>
<tr>
<td></td>
<td>Your spouse must not be working full-time for an employer and receiving cash or credits 1) in place of medical coverage or 2) in exchange for medical coverage with a deductible of $750 or greater.</td>
<td></td>
</tr>
<tr>
<td>Dependent Child</td>
<td>Dependent child — birth through age 25 (up to the 26th birthday)</td>
<td>Qualified</td>
</tr>
<tr>
<td></td>
<td>An eligible child, unmarried or married, can include your biological child, legally adopted child or child placed for the purposes of adoption, foster child, stepchild, or any other child state or federal law requires be treated as a dependent.</td>
<td></td>
</tr>
</tbody>
</table>
Note: The spouse of your eligible married dependent child is not eligible for coverage.

<table>
<thead>
<tr>
<th>Disabled child — age 18 or above (no maximum) if physically or mentally disabled and either:</th>
<th>Qualified</th>
</tr>
</thead>
<tbody>
<tr>
<td>• lives with you and does not provide over 50% of his/her own support, or</td>
<td></td>
</tr>
<tr>
<td>• does not live with you but is at least 50% dependent on you</td>
<td></td>
</tr>
</tbody>
</table>

"Tax Favored Treatment" refers to how dependent coverage is treated for tax purposes.

**Tax Favored and Non-Tax Favored Treatment of Dependent Coverage**

1. If the right-hand column above is marked "Qualified" for a given dependent category, it means you will pay pre-tax contributions for yourself and any dependents. It also means that the value of the University’s contribution to the plan is not considered taxable income to you as the employee.

   a. There are special rules for shared custody situations. Please refer to IRS Publication 501 or to the details of your divorce agreement.

   b. If you are providing over one-half of a child’s support for a child who is living with a grandparent, sibling, aunt or uncle, the child is eligible for coverage under the Plan. However, the child is considered the dependent of the custodial individual under IRS rules, and is not eligible for tax favored coverage under the Plan.

2. If the right-hand column above is marked "Non-qualified" for a given dependent category, it means that you will be taxed on the value of the University’s contribution for your nonqualified dependent’s coverage. This taxable value is called imputed income.

   a. You will also pay the normal pre-tax employee contribution to cover yourself and any other family members. The value of the University’s contribution for you and your tax qualified dependents is not considered taxable income to you as the employee.

3. It is your responsibility as the employee to determine whether a dependent is considered to be a qualified or non-qualified dependent for purposes of determining whether coverage is tax favored under the Plan, and to enroll your dependent in the correct manner. One general guideline is that if the child is considered your dependent for tax purposes, he/she is eligible for coverage on a tax-favored basis. Notice of any change in dependent tax status must be communicated to the University within 30 days of the change.

4. There are special rules about taxation of coverage for "Non-qualified" dependents that apply in limited circumstances:

   a. When a part time employee pays the full cost of coverage on a pre-tax basis, the cost of coverage for the "Non-qualified" dependent would still be considered imputed income for the employee because the coverage is otherwise being paid on a pre-tax basis.

   b. When an early retiree or disabled participant pays the full cost of coverage on an after-tax basis and has a "Non-qualified" dependent child, there is no additional taxable income requirement because the plan member is already paying the full cost of coverage.

   c. When a former employee pays a portion of the cost of coverage on an after-tax basis and has a "Non-qualified" dependent child, the cost of coverage for the child in excess of the after-tax payment would be taxable to the former employee. This amount would be reported on a W-2 form.
Eligible Dependent Children

1. An eligible child, unmarried or married, can include your own biological child, legally adopted child, or child placed for the purposes of adoption, foster child, stepchild, and any other child state or federal law requires be treated as a dependent.

   a. The date of placement for a child who is being adopted means the assumption and retention by a person of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child’s placement with a person terminates upon the termination of the legal obligation of total or partial support.

   b. To be considered a dependent child, a foster child must be dependent on you for his/her principal support and maintenance, and must be placed by the court in your custody.

   c. To be considered a dependent child, a stepchild must be dependent on you for his/her principal support and maintenance. In addition, the stepchild must maintain residence with you or must not be a dependent child of any other individual for tax purposes. A stepchild means the child of your spouse by a previous marriage/partnership.

Note: The spouse of your eligible married dependent child is not eligible for coverage.

2. If both you and your spouse work for the University of Minnesota, then either of you, but not both, may cover your eligible dependent children/grandchildren. This also applies to two divorced or unmarried employees who share legal responsibility for their dependent children or grandchildren.

3. Your grandchild is eligible for coverage if he/she is your tax-dependent; if the grandchild is placed in your legal custody; or if the grandchild is legally adopted or placed with you for the purpose of adoption. The grandchild must be dependent upon you for more than one-half of his/her support and you must claim the grandchild as a dependent on your tax return.

Eligibility of Spouse

If both you and your spouse work for the University of Minnesota, then either of you has the option of adding the other as a dependent to his/her family coverage. The spouse added to the family coverage must waive employee coverage. However, if your spouse works full-time for an employer and receives cash or credits (1) in place of medical coverage, or (2) in exchange for a medical coverage with a deductible of $750 or greater, then he/she is not considered to be an eligible dependent under the Plan.

Coverage of Disabled Children of Any Age

1. Your dependent child of any age is eligible for coverage and tax favored status if he/she is incapable of self-sustaining employment by reason of developmental disability, mental illness, mental disorder, or physical disability, and is chiefly dependent upon you for his/her support and maintenance (meaning you provide for more than one-half of the child’s support).

2. A dependent child must be certified by the University of Minnesota Residents and Fellows Health Benefit Plan Administrator to be disabled prior to age 26, based on proof that the child meets the above requirements.

   a. If for any reason, you drop coverage for a disabled dependent prior to age 26, then wish to cover the child again, coverage must be added prior to the child turning age 26, and his/her disabled status recertified by the Plan Administrator.

   b. Once your disabled child has reached age 26, the child must be continuously covered under the Plan in order to maintain eligibility.
3. A disabled dependent child who is 26 years of age or older and unmarried at the time of your initial eligibility for coverage in the Plan, may be enrolled for coverage if:
   a. You (the employee) enroll for coverage during your initial eligibility period, and;
   b. The University of Minnesota Residents and Fellows Health Benefit Plan Medical Plan Administrator certifies that the dependent meets the above requirements.

Proof of disability status must be provided within 31 days of your initial date of eligibility and enrollment in the Plan. The disabled dependent shall be eligible for coverage as long as he/she continues to be disabled and dependent, unless coverage otherwise terminates under the Plan.

A dependent child who is considered to be disabled by the University of Minnesota Residents and Fellows Health Benefit Plan Administrator will be eligible for tax favored coverage under the Plan, regardless of age.

**Children Covered by Child Support Order**

Children of the employee who are required to be covered by reason of a Qualified Medical Child Support Order are eligible, as required by federal and state law to assure that children who do not live with both of their biological parents have adequate medical coverage. This provision does not apply to children of the spouse who are not also children of the employee.

**Not Eligible**

For purposes of coverage under the Plan, your parents, grandparents, in-laws, brothers, sisters, cousins and other extended family members, domestic partners and their children and common-law spouses are not eligible dependents.

**Family Status Change**

To make changes in your medical, dental, optional life coverage, or flexible spending accounts after you are first eligible or outside of the annual open enrollment period, you must have a change in family status. The coverage change must be consistent with the family status change. A request for change in your coverage due to a family status change must be made within 30 days of the date of change. Failure to apply for a change in coverage within 30 days of the family status change means that you will not be able to make a change until the next available open enrollment period.

Family status changes include:

- Change in legal marital status, including marriage, divorce, or annulment.
- Death of your spouse or last eligible dependent child.
- Birth or adoption of your eligible dependent child.
- Change in last dependent child’s eligibility because of age.
- Commencement or termination of employment for you, spouse or dependent.
- Changes in your or your spouse’s employment status from part-time to full-time or from full-time to part-time.
- Change in the place of residence or worksite for you, spouse or dependent to a location outside of the current plan’s service area and the current plan is not available.

**ENROLLMENT**

You must complete your enrollment for yourself and any eligible dependents within 14 days of date of hire. Payroll deductions will be based on your effective date of coverage not on the date your enrollment was completed. Failure to enroll within 14 days will result in no coverage for you and any eligible dependents. However, you will be permitted to enroll at the next Open Enrollment or sooner in the event of a qualified change in family status (see G. Midyear Enrollment Due to Status Change). All persons eligible for coverage must enroll to obtain coverage under the health care plan. Enrollment cannot be accomplished through the online registration process.
To enroll you must fill out the enrollment forms available on the Office of Student Health Benefits website at www.shb.umn.edu. Return the forms, by email, mail, fax, or in person, to the Office of Student Health Benefits at umshbo@umn.edu, 410 Church Street S. E. Room N323 Minneapolis, MN 55455 or fax: 612-626-5183 or 1-800-624-9881. The sooner you enroll the sooner you will receive an identification card that shows your eligibility for health care. (If you need health care before receiving the card, your health care provider may contact the Office of Student Health Benefits to verify your enrollment and eligibility.)

You must complete your enrollment for a newly acquired eligible dependent within 30 days of when you first acquire the dependent (e.g., through marriage). Payroll deductions will be based on the effective date of coverage not on the date your enrollment was completed. Failure to enroll within 30 days will result in no coverage for the newly acquired dependent. The next opportunity to enroll the dependent will be at Open Enrollment or sooner in the event of a qualified change in family status (see G. Midyear Enrollment Due to Status Change.

EFFECTIVE DATE.

a. The initial effective date of coverage is determined by the Plan Sponsor.

b. If you and your dependents apply for coverage during an open enrollment period, coverage will become effective on July 1 of the following year.

c. A newborn child’s coverage takes effect from the moment of birth.

d. Adopted children are covered from the date of placement for the purposes of adoption.

e. Disabled dependents are covered from your effective date of coverage.

f. For the purposes of this entire section, a dependent’s coverage may not take effect prior to an employee’s coverage.

OPEN ENROLLMENT

During the University of Minnesota Residents and Fellows Health Benefit Plan annual Open Enrollment period you may change medical plans, enroll in coverage for yourself, waive coverage with proof of other coverage, and add or drop dependents from your coverage for the upcoming plan year.

SPECIAL ENROLLMENT PERIODS

Midyear Enrollment Due to Status Change

If you have a status change and fail to enroll within the times listed below, you will lose that opportunity and cannot make a change until the next Open Enrollment period. Please take note of the time frames allowed for you to make midyear enrollment changes.

You may add coverage within your selected University of Minnesota Residents and Fellows Health Benefit Plan medical plan option for all eligible dependents within 30 calendar days of the following events:

1. You legally marry.

2. If your dependent spouse loses group coverage, you may add family coverage. Loss of coverage includes any change in coverage that results in termination of your dependent’s coverage, even if it is immediately replaced by other subsidized coverage.

You must complete enrollment within 30 days of the date of loss of coverage in order to be eligible under this provision. You must also provide a statement from the former medical plan Administrator documenting the loss of coverage.
Loss of coverage does not include the following:

1. A change in medical plan Administrators through the same employer where the coverage is continuous and uninterrupted;
2. A change in your dependent’s medical plan benefit levels; and
3. A voluntary termination of coverage by your dependent, including, but not limited to termination or reduction of coverage due to the adoption of cafeteria-style plans.
4. When you acquire a dependent child. In addition, at this time you can add your spouse and any other eligible dependent children who have not been covered under the University of Minnesota Residents and Fellows Health Benefit Plan.
5. When your dependent child to age 26 meets the eligibility criteria described in the chart in A. Eligibility.

Midyear Change to Medical Plan Selection

You and your dependents may be allowed to make a change to your medical plan selection outside of the initial period of eligibility or annual open enrollment. The midyear plan selection enrollment must occur within 30 calendar days of the status changes specified below.

1. Any Plan Administrator participating in the University of Minnesota Residents and Fellows Health Benefit Plan is placed into reorganization or liquidation or is otherwise unable to provide the services specified in the Summary of Benefits.
2. Any Plan Administrator participating in the University of Minnesota Residents and Fellows Health Benefit Plan loses all or a portion of its primary care provider network (including Hospitals) to the extent that primary care services are not accessible or available within 30 miles of your work location or residence.
3. Any Plan Administrator participating in the University of Minnesota Residents and Fellows Health Benefit Plan terminates or is terminated from participation in the University of Minnesota Residents and Fellows Health Benefit Plan.
4. The University of Minnesota approves a request from an employee due to an administrative error that occurs during the open enrollment process.
5. An enrollee moves or is transferred to a location outside of the current plan’s service area and his/her current plan is not available.
6. Retirees may elect to change to another University of Minnesota Residents and Fellows Health Benefit Plan medical plan in the 60 days immediately preceding the effective date of retirement.

Adding New Dependents

Enrollment is required to add a new dependent. Filing a claim for benefits is not sufficient notice to add a dependent. This part outlines the time periods for enrollment and the date coverage starts. See B. Effective Date of Coverage for when coverage is effective.

Adding a spouse

A spouse is eligible on the date of legal marriage. You must complete enrollment within 30 days after the legal marriage for coverage to become effective on the date of legal marriage. Deductions for the appropriate level of family coverage will begin with the first day of the coverage that includes the date of legal marriage.

Adding newborns

Coverage will become effective on the date of birth. Enrollment for coverage should be completed within 30 days of the date of birth. Failure to enroll will not alter the effective date of coverage; however, it will result in claim service problems for the child.
Adding children placed for adoption.

Coverage will take effect on the date of placement. Enrollment for coverage should be completed within 30 days from the date of placement.

In all cases, application for coverage under the Plan must be made within 30 days of the event permitting enrollment and must include the following information: name, date of birth, gender, Social Security number, and relationship to the employee.
Summary of Benefits

This Summary of Benefits outlines your Covered Services. More details can be found in the "Covered Services" section.

Networks

Your provider directory lists Network Providers in our service area and may change from time to time, including as providers or the Claims Administrator initiate or terminate network contracts. Prior to receiving Services, it is recommended that you verify your provider’s network status with the Claims Administrator, including whether the provider is Network for your particular plan. Not every provider is Network for every plan. For a list of providers in the directory, visit [www.bluecrossmn.com/umnrft](http://www.bluecrossmn.com/umnrft) ("Member Sign in" then "Find a Doctor") or contact Customer Service at the telephone number listed on your member ID card.

<table>
<thead>
<tr>
<th>Networks</th>
<th>Aware Network Providers</th>
<th>BlueCard Traditional Network Providers</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Network Providers</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>In Minnesota</td>
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<tr>
<td></td>
<td>Outside Minnesota</td>
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</tr>
</tbody>
</table>

General Provisions

Benefit Period

The health care Plan’s benefit period is based on a Plan Year. The Plan Year is a consecutive 12-month period beginning on 07/01/2020.

Deductible

- Individual: $100
- Family: $200

Plan Payment Level - Based on the Allowed Amount

- Generally, 90% after Deductible until Out-of-Pocket Limit is met; then 100%
- Generally, 90% after Deductible until Out-of-Pocket Limit is met; then 100%

Out-of-Pocket Limits - Pharmacy

Prescription Drug costs, other than costs for drugs dispensed and used during inpatient Admission, including prescription member cost-sharing and/or Prescription Drug Deductibles.

- Individual: $300
- Family: $500

Out-of-Pocket Limits - eligible medical Services

- Individual: $1,000
- Family: $2,000
<table>
<thead>
<tr>
<th>Benefits</th>
<th>Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lifetime Maximum (per member)</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| • Assisted Fertilization | | *
| ▪ all Services combined (medical and Prescription Drugs) | | $10,000
| • Travel expenses for Transplants in a Blue Distinction Center only | | $5,000
| • Total benefits paid to all other providers combined | | Unlimited

**Office/Clinic/Urgent Care Visits**

**Retail Health Clinic Visits**

<table>
<thead>
<tr>
<th>Service</th>
<th>Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office visit</td>
<td>100% after Retail Health Clinic office visit $10 Copayment</td>
<td>100% after Retail Health Clinic office visit $10 Copayment</td>
</tr>
<tr>
<td>Lab Services</td>
<td>100%</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>All other professional Services</td>
<td>100%</td>
<td>90% after Deductible</td>
</tr>
</tbody>
</table>

**Physician**

<table>
<thead>
<tr>
<th>Service</th>
<th>Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office visits</td>
<td>100% after office visit $25 Copayment</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>Office lab Services</td>
<td>100%</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>Outpatient lab Services</td>
<td>100%</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>Office diagnostic imaging Services</td>
<td>100% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>Outpatient diagnostic imaging Services</td>
<td>100% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>E-Visit</td>
<td>100% after E-Visit or telephone consultation office visit $10 Copayment</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>Professional billed Services received at a freestanding ambulatory surgical center</td>
<td>90% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>Rabies vaccine (pre and post exposure)</td>
<td>100%</td>
<td>80%</td>
</tr>
<tr>
<td>All other professional Services</td>
<td>90% after Deductible</td>
<td>90% after Deductible</td>
</tr>
</tbody>
</table>

**Urgent Care Center Visits**

<table>
<thead>
<tr>
<th>Service</th>
<th>Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Urgent Care Services</td>
<td>100% after urgent care professional office visit $25 Copayment</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>Benefits</td>
<td>Network</td>
<td>Out-of-Network</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>----------------------------------------</td>
<td>-------------------------------------</td>
</tr>
<tr>
<td>▪ professional lab Services for Urgent Care</td>
<td>100%</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>▪ professional diagnostic imaging Services for Urgent Care</td>
<td>100% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>▪ all other professional Services for Urgent Care</td>
<td>90% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>● Facility Urgent Care Services (other than urgent care Facility provider lab and diagnostic imaging Services)</td>
<td>100% after urgent care Facility $25 Copayment</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>▪ Facility lab Services for Urgent Care</td>
<td>100%</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>▪ Facility diagnostic imaging Services for Urgent Care</td>
<td>100% after Deductible</td>
<td>90% after Deductible</td>
</tr>
</tbody>
</table>

**Preventive Care Services**

**Adults and children age 6 and older**

- Routine physical exams 100% 100% after Deductible
- Adult Immunizations 100% 100% after Deductible
- Diagnostic Services and procedures 100% 100% after Deductible
- Routine gynecological exams, including a PAP Test 100% 100% after Deductible
- Mammograms 2 dimensional (2D) or 3 dimensional (3D), annual routine and Medically Necessary and Appropriate 100% 100% after Deductible
- Colorectal Cancer Screening 100% 100% after Deductible

**Preventive Care Services are limited to those on the health care Plan's Preventive Schedule and the Women's Health Preventive Schedule. Gender, age and frequency limits may apply.**

**Pediatric**

- Routine physical exams from birth to age 6 100% 100% after Deductible
- Pediatric immunizations from birth to age 18 100% 100% after Deductible
- Diagnostic Services and procedures from birth to age 6 100% 100% after Deductible

**Pediatric Preventive Care Services are limited to those on the health care Plan's Preventive Schedule. Gender, age and frequency limits may apply.**
<table>
<thead>
<tr>
<th>Benefits</th>
<th>Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hospital Inpatient Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Inpatient Hospital/Facility services</td>
<td>90% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td><strong>Hospital Outpatient Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Outpatient Hospital/Facility Services, except as noted below</td>
<td>90% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>• Lab Services</td>
<td>100%</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>• Diagnostic imaging Services</td>
<td>100% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>• Facility billed freestanding ambulatory surgical center Services</td>
<td>90% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td><strong>Maternity</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Prenatal Hospital/Facility provider Services</td>
<td>100%</td>
<td>100% after Deductible</td>
</tr>
<tr>
<td>• Prenatal professional Services</td>
<td>100%</td>
<td>100% after Deductible</td>
</tr>
<tr>
<td>• Inpatient Hospital/Facility provider Services for:</td>
<td>90% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>▪ delivery in a Hospital/Facility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ postpartum care</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Professional Services for:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ delivery in a Hospital/Facility</td>
<td>90% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>▪ postpartum care</td>
<td>100% after office visit $25 Copayment</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>▪ all other eligible Services</td>
<td>90% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td><strong>Emergency Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Facility charges</td>
<td>90% after Deductible</td>
<td>Same as Network Services</td>
</tr>
<tr>
<td>• Professional charges</td>
<td>90% after Deductible</td>
<td>Same as Network Services</td>
</tr>
<tr>
<td><strong>Ambulance</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Emergency Medically Necessary and Appropriate Services from the place of departure to the nearest medical Facility equipped to treat the condition</td>
<td>90% after Deductible</td>
<td>Same as Network Services</td>
</tr>
<tr>
<td>Benefits</td>
<td>Network</td>
<td>Out-of-Network</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>--------------------------------------</td>
<td>-------------------------------------</td>
</tr>
<tr>
<td>• Non-emergency Medically Necessary and Appropriate Services from the place of departure to nearest medical Facility equipped to treat the condition</td>
<td>90% after Deductible</td>
<td>Same as Network Services</td>
</tr>
</tbody>
</table>

### Therapy and Rehabilitation Services

#### Occupational Therapy

- **Habilitative and rehabilitative office visits**
  - 100% after office visit $25 Copayment
  - 90% after Deductible
- **Habilitative and rehabilitative therapies**
  - 90% after Deductible
  - 90% after Deductible

Habilitation and rehabilitation benefits are limited to $500 per member per Plan Year when you use Out-of-Network Providers. (Occupational therapy, physical therapy and speech therapy combined).

#### Physical Therapy

- **Habilitative and rehabilitative office visits**
  - 100% after office visit $25 Copayment
  - 90% after Deductible
- **Habilitative and rehabilitative therapies**
  - 90% after Deductible
  - 90% after Deductible

Habilitation and rehabilitation benefits are limited to $500 per member per Plan Year when you use Out-of-Network Providers (Physical therapy, occupational therapy and speech therapy combined).

#### Speech Therapy

- **Habilitative and rehabilitative office visits**
  - 100% after office visit $25 Copayment
  - 90% after Deductible
- **Habilitative and rehabilitative therapies**
  - 90% after Deductible
  - 90% after Deductible

Habilitation and rehabilitation benefits are limited to $500 per member per Plan Year when you use Out-of-Network Providers (Speech therapy, occupational therapy and physical therapy combined).

#### Chiropractic Services

- **Spinal Manipulations - includes office visit**
  - 100% after office visit $25 Copayment
  - 90% after Deductible
- **Other chiropractic Services including therapies**
  - 90% after Deductible
  - 90% after Deductible

#### Mental Health/Substance Abuse Services

##### Mental Health Care Services

- **Inpatient professional Services**
  - 90% after Deductible
  - 90% after Deductible
- **Inpatient Hospital/Residential Behavioral Health Treatment Facility Services**
  - 90% after Deductible
  - 90% after Deductible
<table>
<thead>
<tr>
<th>Benefits</th>
<th>Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Outpatient Professional Services</td>
<td>100% after office visit $25</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>• all other professional Services</td>
<td>90% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>• Outpatient Hospital/Facility Services</td>
<td>90% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>• Inpatient professional Services</td>
<td>90% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>• Inpatient Hospital/Residential Behavioral Health Treatment Facility Services</td>
<td>90% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>• Outpatient professional Services</td>
<td>100% after office visit $25</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>• all other professional Services</td>
<td>90% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>• Outpatient Hospital/Facility Services</td>
<td>90% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td><strong>Substance Abuse Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Durable Medical Equipment</strong></td>
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<td></td>
</tr>
</tbody>
</table>

**Benefits**

- **Outpatient Professional Services**
  - office visit
    - 100% after office visit $25 Copayment or Doctor on Demand $10 Copayment
  - all other professional Services
    - 90% after Deductible

- **Outpatient Hospital/Facility Services**
  - 90% after Deductible

- **Inpatient professional Services**
  - 90% after Deductible

- **Inpatient Hospital/Residential Behavioral Health Treatment Facility Services**
  - 90% after Deductible

- **Outpatient professional Services**
  - office visit
    - 100% after office visit $25 Copayment or Doctor on Demand $10 Copayment
  - all other professional Services
    - 90% after Deductible

- **Outpatient Hospital/Facility Services**
  - 90% after Deductible

- ** Substance Abuse Services**
  - Inpatient professional Services
    - 90% after Deductible

- **Other Services**
  - Allergy testing, serum and injections
    - 100% after Deductible
  - Orthotics
    - 90% after Deductible
  - Insulin pumps, glucometers, and related equipment and devices
    - 90% after Deductible

- **Durable Medical Equipment**
  - Durable Medical Equipment, except as noted below
    - 90% after Deductible
  - Orthotics
    - 90% after Deductible
  - Insulin pumps, glucometers, and related equipment and devices
    - 90% after Deductible
<table>
<thead>
<tr>
<th>Benefits</th>
<th>Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Foot Orthotics when prescribed by a Physician</td>
<td>90% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>• Prosthetics</td>
<td>90% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>• Cochlear implants</td>
<td>90% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td><strong>Home Infusion and Suite Infusion Therapy Services</strong></td>
<td>90% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td><strong>Home Health Care</strong></td>
<td>90% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td><strong>Hospice Care</strong></td>
<td>90% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td><strong>Assisted Fertilization</strong></td>
<td>90% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>• Assisted Fertilization Services are subject to a Lifetime Maximum limit of $10,000 per member for medical Services and Prescription Drugs combined.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Skilled Nursing Facility Care</strong></td>
<td>90% after Deductible</td>
<td>90% after Deductible</td>
</tr>
<tr>
<td>• Skilled Nursing Facility Care is subject to a maximum of 120 days per member per Plan Year.</td>
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</tr>
<tr>
<td><strong>Transplant Services</strong></td>
<td>100% of the Transplant Payment Allowance for the transplant Admission when you use a Blue Distinction Centers for Transplant (BDCT) Provider</td>
<td>90% of the Transplant Payment Allowance after Deductible when you use a Participating Transplant Provider NO COVERAGE when you use a Nonparticipating Provider</td>
</tr>
</tbody>
</table>

Note: Certain benefits may be subject to day, visit, and/or hour limits. In connection with such benefits, all Services you receive during your covered Plan Year will reduce the remaining number of days, visits, and/or hours available under that benefit, regardless of whether you have satisfied your Deductible.

<table>
<thead>
<tr>
<th>Prescription Drug Benefits</th>
<th>Retail Pharmacy Up to 31-day Supply</th>
<th>Prescription Drugs through Participating: 90dayRx Retail and Mail Service Pharmacy Up to 90-day Supply</th>
<th>Nonparticipating Retail Pharmacy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pharmacy Network</td>
<td>Select Pharmacy Network</td>
<td>Participating: 90dayRx Retail and Mail Service Pharmacy</td>
<td>Nonparticipating Pharmacy</td>
</tr>
<tr>
<td>• <strong>FlexRx Preferred Generic Prescription Drugs</strong></td>
<td>$10.00 Copayment per prescription</td>
<td>90dayRx Participating Retail Pharmacy: $20.00 Copayment per prescription Mail Service Participating Pharmacy: $20.00 Copayment per prescription</td>
<td>$10.00 Copayment per prescription</td>
</tr>
<tr>
<td>Prescription Drug Benefits</td>
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<td>Prescription Drugs through Participating: 90dayRx Retail and Mail Service Pharmacy</td>
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</tr>
<tr>
<td>Pharmacy Network</td>
<td>Select Pharmacy Network</td>
<td>Participating: 90dayRx Retail and Mail Service Pharmacy</td>
<td>Nonparticipating Pharmacy</td>
</tr>
<tr>
<td>• FlexRx Preferred Brand Prescription Drugs</td>
<td>$25.00 Copayment per prescription</td>
<td>90dayRx Participating Retail Pharmacy: $50.00 Copayment per prescription</td>
<td>$25.00 Copayment per prescription</td>
</tr>
<tr>
<td>• Non-Preferred Prescription Drugs</td>
<td>$40.00 Copayment per prescription</td>
<td>90dayRx Participating Retail Pharmacy: $80.00 Copayment per prescription</td>
<td>$40.00 Copayment per prescription</td>
</tr>
<tr>
<td>• Retail Pharmacy Vaccine program</td>
<td>$0.00 Copayment</td>
<td>NO COVERAGE</td>
<td>NO COVERAGE</td>
</tr>
<tr>
<td>• certain eligible vaccines administered at a participating Retail Pharmacy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Affordable Care Act (ACA) Preventive Covered Prescription Drugs</td>
<td>0% Coinsurance Deductibles, Coinsurance and/or Copayments do not apply</td>
<td>0% Coinsurance Deductibles, Coinsurance and/or Copayments do not apply</td>
<td>0% Coinsurance Deductibles, Coinsurance and/or Copayments do not apply</td>
</tr>
</tbody>
</table>

**Preventive Medications**

- FDA-approved preventive contraceptive methods and for patient education/counseling for women with reproductive capacity as prescribed which meet the recommendations and criteria established by the United States Preventive Services Task Force (USPSTF), Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control, and the Health Resources and Services Administration (HRSA), as applicable. Medical management may apply.
- Designated preventive drugs with a prescription (such as FDA-approved Tobacco Cessation Drugs and Products, aspirin, folic acid, vitamin D, and fluoride supplements) which meet the recommendations and criteria established by the United States Preventive Services Task Force (USPSTF), Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control, and the Health Resources and Services Administration (HRSA), as applicable. Medical management may apply.
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<td>Nonparticipating Pharmacy</td>
</tr>
</tbody>
</table>

- Preventive Covered Prescription Drugs and over-the-counter drugs that are set forth within the predefined schedule and that are prescribed for preventive purposes. Please refer to the Covered Services - Prescription Drug Program section for more information.
Covered Services - Medical Program

The health care Plan provides coverage of benefits for the following Services you receive from a provider when such Services are determined to be Medically Necessary and Appropriate. All benefit limits, Deductibles and Copayment amounts are described in the "Summary of Benefits" section. Network care is covered at a higher level of benefits than Out-of-Network care.

Ambulance Service

Ambulance Service providing local transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured:

- from your home, the scene of an accident or Medical Emergency to a Hospital or Skilled Nursing Facility provider;
- between Hospitals; or
- between a Hospital and a Skilled Nursing Facility provider;

when such Facility provider is the closest institution that can provide Covered Services appropriate for your condition. If there is no Facility provider in the local area that can provide Covered Services appropriate for your condition, then ambulance Service means transportation to the closest Facility provider outside the local area that can provide the necessary Service.

Transportation and related emergency Services provided by an ambulance Service will be considered emergency ambulance Service if the injury or condition is considered emergency care. Use of an ambulance as transportation to an emergency room for an injury or condition that is not considered emergency care will not be covered as emergency ambulance Services. Refer to the "Terms You Should Know" section for a definition of Medical Emergency.

Benefits include non-emergency Medically Necessary and Appropriate prearranged or scheduled Ambulance Service requested by an attending Physician or nurse from the place of departure to the closest Facility provider that can provide the necessary Service.

No ambulance benefits will be paid for:

- ambulance transportation costs that exceed the allowable cost applicable to transport from the place of departure to the nearest medical Facility equipped to treat the condition (Example: Facility A is the closest medical Facility equipped to treat the condition but you choose to be transported to Facility B. The Plan will cover eligible Medically Necessary and Appropriate ambulance transportation costs that would otherwise apply to transportation to Facility A. If you choose to be transported by ambulance to Facility B, the cost of transportation Services in excess of the eligible ambulance transportation costs that would otherwise apply to transportation to Facility A are not covered under the Plan, and you will be responsible for those costs).

Anesthesia for Non-Covered Dental Procedures (Limited)

The health care Plan covers anesthesia and inpatient and outpatient Hospital/Facility charges when necessary to provide dental care to a covered person who is a child under age five (5); is severely disabled; or, has a medical condition that requires Hospitalization or general anesthesia for dental Treatment. For Hospital/Facility provider charges please refer to "Hospital Services." Dental Services are not covered unless otherwise noted.

Autism Spectrum Disorders

Benefits are provided for autism Treatment, including intensive behavioral therapy programs for the Treatment of Autism Spectrum Disorders including, but not limited to: Intensive Early Intervention Behavioral Therapy Services (EIIBTS), Intensive Behavioral Intervention (IBI), and Lovaas Therapy. The diagnosis, evaluation, and assessment must include an assessment of the child’s developmental skills, functional behavior, needs, and capacities. Treatment must be in accordance with an individualized Treatment plan prescribed by the member’s treating Physician or mental health professional.
**Diabetes Treatment**

Coverage is provided for the following when required in connection with the Treatment of diabetes and when prescribed by a Health Care Provider legally authorized to prescribe such items under the law:

- Equipment and supplies: Blood glucose monitors, monitor supplies, and insulin infusion devices
- Diabetes Education Program*: When your Health Care Provider certifies that you require diabetes education as an outpatient, coverage is provided for the following when rendered through a diabetes education program:
  - Visits Medically Necessary and Appropriate upon the diagnosis of diabetes
  - Subsequent visits under circumstances whereby your Physician: a) identifies or diagnoses a significant change in your symptoms or conditions that necessitates changes in your self-management, or b) identifies, as Medically Necessary and Appropriate, a new medication or therapeutic process relating to your Treatment and/or management of diabetes

*Diabetes Education Program - an outpatient program of self-management, training and education, including medical nutrition therapy, for the Treatment of diabetes. Such outpatient program must be conducted under the supervision of a licensed Health Care Provider with expertise in diabetes.

**Diagnostic Services**

Benefits will be provided for the following Covered Services when ordered by a Health Care Provider:

- Diagnostic imaging consisting of radiology, magnetic resonance imaging (MRI), ultrasound and nuclear medicine
- Diagnostic pathology consisting of laboratory and pathology tests
- Diagnostic medical procedures consisting of electrocardiogram (ECG), electroencephalogram (EEG), and other electronic diagnostic medical procedures and physiological medical testing approved by the Claims Administrator
- Allergy testing consisting of percutaneous, intracutaneous, and patch tests

**Durable Medical Equipment**

The rental or, upon approval by the Claims Administrator, the purchase, adjustment, repairs and replacement of Durable Medical Equipment for therapeutic use when prescribed by a Health Care Provider within the scope of his/her license. Rental costs cannot exceed the total cost of purchase.

Special dietary Treatment for Phenylketonuria (PKU) when recommended by a Physician.

Amino Acid-based Elemental Formula is a type of exempt formula which is regulated by the U.S. Food and Drug Administration (FDA) and is prescribed for infants or children with specific medical or dietary problems. An amino acid-based formula contains proteins which are broken down into their simplest and purest form making it easier for the body to process and digest. An infant or child may be placed on an amino acid-based formula if he/she is unable to digest or tolerate whole proteins found in other formulas, due to certain allergies or gastrointestinal conditions. Examples of amino acid-based elemental formulas are Neocate®, EleCare®, PurAmino™ (formerly Nutramigen® AA™ LIPIL), Vivonex®, Tolerex®, and E028 Splash. Coverage for amino acid-based elemental formula is subject to prior authorization based on medical policy.

Electric and hospital grade breast pumps.

Hearing aids.

Scalp hair prostheses (wigs) for hair loss due to alopecia areata only. Maximum of one (1) prosthesis per member per Plan Year.

You are required to obtain Prior Authorization for Durable Medical Equipment when you use Nonparticipating Providers in Minnesota or any provider outside of Minnesota. Please refer to www.bluecrossmn.com/umnrfi (choose the "Providers" tab in the lower left corner, then the "Medical Policy" tab under "Tools and Resources") or call Customer Service at the telephone number on the back of your member ID card.
Gender Dysphoria

Benefits are provided for services for or related to treatment leading to or in connection with gender affirmation surgery, hormone therapy, related preparation and follow-up treatment, care, and counseling.

Benefits are provided for Medically Necessary and Appropriate services as determined by the Claims Administrator. Coverage decisions are based on published evidence including medical standards set forth by nationally recognized medical experts in the transgender health field.

Home Health Care/Hospice Care Services

This health care Plan covers the following Services you receive from a Home Health Care Agency, Hospice or a Hospital program for Home Health Care and/or Hospice Care:

- Home Health Care visit following early maternity discharge provided by a registered nurse including, but not limited to, parent education, assistance and training in breast and bottle feeding, and conducting any necessary and appropriate clinical tests. The home visit must be conducted within four (4) days following the discharge of the mother and her newborn child.
- Skilled Nursing Services - Intermittent Hours of a Registered Nurse (RN) or Licensed Practical Nurse (LPN), excluding private-duty nursing Services also known as Skilled Nursing Care, Extended Hours
- Physical therapy, speech therapy and occupational therapy
- Medical and surgical supplies provided by the Home Health Care Agency or Hospital program for Home Health Care or Hospice Care
- Services provided by a medical technologist
- Services provided by a respiratory therapist
- Services provided by a licensed registered dietician
- Oxygen and its administration
- Medical social Service consultations by a masters level social worker
- Health aide Services when you are also receiving covered nursing Services or therapy and rehabilitation Services
- Family counseling related to the member’s terminal condition
- Palliative Care
- Hospice benefits are limited to members with a terminal condition (i.e., life expectancy of six (6) months or less). The member’s primary Physician must certify, in writing, a life expectancy of six (6) months or less. Hospice benefits begin on the date of Admission to a hospice program.
- Hospice program inpatient Respite Care is for the relief of the member’s primary caregiver and is limited to a maximum of five (5) consecutive days at a time.
- Hospice program general Inpatient Care is for control of pain or other symptom management that cannot be managed in a less intense setting.
- Medical Services unrelated to the terminal condition under the hospice program are covered but are separate from the hospice benefit.

No Home Health Care/Hospice benefits will be provided for:

- room and board expenses in a residential hospice Facility provider;
- homemaker services;
- Maintenance Services;
- dialysis Treatment;
• custodial care; and
• food or home-delivered meals.

Home Infusion and Suite Infusion Therapy Services
Benefits will be provided when performed by a home infusion and/or suite infusion therapy provider at an infusion suite or in a home setting. This includes pharmaceuticals, pharmacy Services, intravenous solutions, medical/surgical supplies and nursing Services associated with infusion therapy. Specific adjunct non-intravenous therapies are included when administered only in conjunction with infusion therapy.

Hospital Services
This health care Plan covers the following Services received in a Facility provider. Benefits will be covered only when, and so long as, they are determined to be Medically Necessary and Appropriate for the Treatment of the member's condition.

The Plan covers kidney and cornea transplants. For kidney transplants done in conjunction with an eligible major transplant, please refer to "Transplant Services."

Inpatient Services
Bed and Board
Bed, board and general nursing Services are covered when you occupy:
• a Hospital room and board;
• a bed in a special care unit which is a designated unit which has concentrated all facilities, equipment and supportive Services for the provision of an intensive level of care for critically ill patients.

Ancillary Services
Hospital Services and supplies including, but not restricted to:
• The health care Plan covers anesthesia inpatient Hospital charges when necessary to provide dental care to a covered person who is a child under age five (5); is severely disabled; or, has a medical condition that requires Hospitalization or general anesthesia for dental Treatment. Dental Services are not covered unless otherwise noted;
• Communication Services of a private-duty nurse or personal care assistant up to 120 hours per Hospital Admission;
• use of operating, delivery and Treatment rooms and equipment;
• Prescription Drugs and medicines provided to you while you are an inpatient in a Facility provider;
• whole blood, administration of blood, blood processing, and blood derivatives;
• anesthesia, anesthesia supplies and Services rendered in a Facility provider by an employee of the Facility provider. Administration of anesthesia ordered by the attending Health Care Provider and rendered by a Health Care Provider other than the surgeon or assistant at surgery;
• medical and surgical dressings, supplies, casts and splints;
• Telemedicine Services;
• diagnostic Services; and
• therapy and rehabilitation Services.
Outpatient Services

Ancillary Services

Hospital Services and supplies including, but not restricted to:

- anesthesia and outpatient Hospital/Facility charges when necessary to provide dental care to a member who is a child under age five (5); is severely disabled; or, has a medical condition that requires Hospitalization or general anesthesia for dental treatment. Dental Services are not covered unless otherwise noted.
- use of operating, delivery and Treatment rooms and equipment;
- Prescription Drugs and medicines provided to you while you are outpatient in a Facility;
- the surgeon or assistant at surgery;
- Telemedicine Services; and
- medical and surgical dressings, supplies, casts and splints.

Pre-Admission Testing

Tests and studies required in connection with your Admission rendered or accepted by a Hospital on an outpatient basis prior to a scheduled Admission to the Hospital as an inpatient.

Surgery

- Hospital Services and supplies for outpatient surgery including removal of sutures, anesthesia, anesthesia supplies and Services rendered by an employee of the Facility provider, other than the surgeon or assistant at surgery;
- whole blood, administration of blood, blood processing, and blood derivatives;
- anesthesia, anesthesia supplies and Services rendered in a Facility provider by an employee of the Facility provider. Administration of anesthesia ordered by the attending Health Care Provider and rendered by a Health Care Provider other than the surgeon or assistant at surgery.

Emergency Care Services

As a member, you are covered at the higher, Network level of benefits for emergency care received in or outside the provider network. This flexibility helps accommodate your needs when you need care immediately.

Your outpatient emergency room visits may be subject to a Copayment. (Refer to the "Summary of Benefits" section for your health care Plan’s specific amounts.)

In true emergency situations, where you must be treated immediately, go directly to your nearest Hospital emergency provider; or call “911” or your area’s emergency number. When determining if a situation is a Medical Emergency the Claims Administrator will take into consideration presenting symptoms including, but not limited to, severe pain and a reasonable layperson’s belief that the circumstances required immediate medical care that could not wait until the next business day.

Once the crisis has passed, call your Physician to receive appropriate follow-up care.

Refer to the “Terms You Should Know” section for a definition of Medical Emergency.

Maternity Services

If you think you are pregnant, you may contact your Physician or go to a Network obstetrician or nurse midwife. When your pregnancy is confirmed, you may continue to receive follow-up care which includes prenatal visits, Medically Necessary and Appropriate sonograms, delivery, postpartum and newborn care in the Hospital.

Hospital, medical and surgical Services rendered by a Facility provider or professional provider for:
Prenatal Care
The comprehensive package of medical and psychosocial support provided throughout the pregnancy, including risk assessment, serial surveillance, prenatal education, and use of specialized skills and technology, when needed, as defined by Standards for Obstetric-Gynecologic Services issued by the American College of Obstetricians and Gynecologists.

Complications of Pregnancy
Physical effects directly caused by pregnancy but which are not considered from a medical viewpoint to be the effect of normal pregnancy, including conditions related to ectopic pregnancy or those that require cesarean section.

Normal Pregnancy
Normal pregnancy includes any condition usually associated with the management of a difficult pregnancy but is not considered a complication of pregnancy.

Nursery Care
Covered Services provided to the newborn child from the moment of birth, including care which is necessary for the Treatment of medically diagnosed congenital defects, birth abnormalities, prematurity and routine nursery care. Routine nursery care includes inpatient medical visits by a professional provider. To be covered as a Dependent, the newborn child must be enrolled as a Dependent under this health care Plan. Refer to the "General Information" section for further eligibility information. Please refer to the "Eligibility" section to determine when the newborn's coverage will begin if the newborn is added to the health care Plan.

Maternity Home Health Care Visit
Under federal law, group health Plans such as this health care Plan are required to provide benefits for any Hospital length of stay in connection with childbirth as follows:

- Inpatient Hospital coverage for the mother and newborn (to the extent they are covered under this health care Plan) is provided for a minimum of 48 hours following a vaginal delivery and 96 hours following a cesarean section. If the length of stay is less than these minimums, one (1) Home Health Care visit within four (4) days after discharge from the Hospital is covered under this health care Plan. Refer to "Home Health Care/Hospice Care Services."

Under federal law, the health care Plan may require that a provider obtain authorization from the health care Plan for prescribing a length of stay greater than the 48 hours (or 96 hours) mentioned above.

Medical Dental Services
Accident related dental Services
Accident-related dental Services, Treatment and/or restoration of a sound and healthy natural tooth must begin within 12 months of the date of injury or within 12 months of your effective date of coverage under this Plan. Coverage is limited to the initial Treatment (or course of Treatment) and/or initial restoration. Only Services performed within 24 months from the date of Treatment or restoration is initiated are covered. Coverage for Treatment and/or restoration is limited to re-implantation of original sound and healthy natural teeth, crowns, fillings and bridges.

Temporomandibular Joint Disorder (TMJ)
Services for surgical and nonsurgical Treatment of temporomandibular joint disorder and craniomandibular disorder, including orthognathic surgery and related orthodontia, must be covered on the same basis as any other body joint and administered or prescribed by a Physician or dentist.

Cleft Lip and Palate
Treatment of cleft lip and palate when Services are scheduled or initiated prior to the member turning age 19 including:

- dental implants
- removal of impacted teeth or tooth extractions
• related orthodontia
• related oral surgery
• bone grafts

Medical Services

For members diagnosed with end stage renal disease (ESRD), your provider is required to complete the Centers for Medicare and Medicaid Services (CMS) form 2728 ESRD Evidence Report Medicare Entitlement and/or Patient Registration. Your provider must send the completed form to CMS and the Claims Administrator. Please verify with your provider that form 2728 has been completed and submitted.

The Plan covers kidney and cornea transplants. For kidney transplants done in conjunction with an eligible major transplant, please refer to "Transplant Services."

Inpatient Medical Services

Medical care by a professional provider when you are an inpatient for a condition not related to surgery, pregnancy or Mental Illness, except as specifically provided herein:

Concurrent Care

Medical care rendered concurrently with surgery during one inpatient stay by a professional provider other than the operating surgeon for Treatment of a medical condition separate from the condition for which surgery was performed. Medical care by two or more professional providers rendered concurrently during one inpatient stay when the nature or severity of your condition requires the skills of separate Physicians.

Consultation

Consultation Services rendered to an inpatient by another professional provider at the request of the attending Health Care Provider. Consultation does not include staff consultations which are required by Facility provider rules and regulations.

Inpatient Medical Care Visits

Benefits are provided for inpatient medical care visits.

Intensive Medical Care

Medical care rendered to you when your condition requires a professional provider's constant attendance and Treatment for a prolonged period of time.

Routine Newborn Care

Professional provider visits to examine the newborn infant while the mother is an inpatient.

Outpatient Medical Care Services (Office Visits)

Medical care rendered by a professional provider when you are an outpatient for a condition not related to surgery, pregnancy or Mental Illness, except as specifically provided. Benefits include medical care visits and consultations for the examination, diagnosis and Treatment of an injury or Illness.

Please note that as a member, you enjoy many convenient options for where you can receive Outpatient Care:

• Physician's or Specialist's office
• Physician's office located in an outpatient Hospital/Hospital satellite setting
• Urgent Care Center
• Retail site, such as in a pharmacy or other retail store
• Teledmedicine Services

An E-Visit is a member patient initiated, limited online evaluation and management health care Service provided by a Physician or other qualified Health Care Provider using the internet or similar secure communications network to communicate with an established member patient.
Telemedicine Services may also be referred to as televideo consultations or telehealth Services. These Services provide real-time interaction between a Physician/medical practitioner and the member both of whom are not in the same location, but are actively communicating through interactive audio and video channels.

Different types of providers and their locations may require different payment amounts. The specific amounts you are responsible for paying depend on your particular Plan benefits.

The health care Plan covers Treatment of diagnosed Lyme disease on the same basis as any other Illness.

You are entitled to receive care for the following Services at the Network level from Out-of-Network Providers if these Services are covered under your health care Plan:

- the voluntary planning of the conception and bearing of children;
- the diagnosis of Infertility;
- the testing and Treatment of a sexually transmitted disease; or,
- the testing of AIDS or other HIV-related conditions.

The health care Plan covers certain routine patient costs for approved clinical trials. Routine patient costs include items and Services that would be covered for members who are not enrolled in an approved clinical trial.

**Allergy Extract/Injections**

Benefits are provided for allergy extract and allergy injections including testing and serum.

**Therapeutic Injections**

Therapeutic injections administered by a Health Care Provider required in the diagnosis, prevention and Treatment of an injury or Illness, provided that the drugs are not usually self-administered by a member.

**Self-administered Prescription Drugs**

For self-administered prescription medications/drugs, please refer to the "Prescription Drug Benefits" in the "Summary of Benefits" section, except as provided in Medical Policy.

**Mental Health Care Services**

Your mental health is just as important as your physical health. That is why your health care Plan provides professional, confidential mental health care that addresses your individual needs. You have access to a wide range of mental health and Substance Abuse professional providers, so you can get the appropriate level of responsive, confidential care.

Court-ordered Treatment for mental health care that is based on an evaluation and recommendation for such Treatment or Services by a Physician or a licensed psychologist, is deemed Medically Necessary and Appropriate.

Court-ordered Treatment for mental health care that is not based on an evaluation and recommendation as described above will be evaluated to determine Medical Necessity and Appropriateness. Court-ordered Treatment that does not meet the criteria above will be covered if it is determined to be Medically Necessary and Appropriate and otherwise covered under this health care Plan.

You are covered for a full range of counseling and Treatment Services. The health care Plan covers the following Services you receive from a provider to treat Mental Illness:

**Inpatient Facility Services**

Inpatient Hospital Services provided by a Facility provider for the Treatment of Mental Illness.

Coverage is provided on the same basis as other benefits for Treatment of emotionally disabled Dependent children in a licensed Residential Behavioral Health Treatment Facility. "Emotionally disabled child" shall have the meaning set forth by the Minnesota Commissioner of Human Services in the rules relating to residential treatment facilities.

**Inpatient Medical Services**

Covered inpatient medical Services provided by a Health Care Provider:

- Individual psychotherapy
- Group psychotherapy
- Psychological testing
- Counseling with family members to assist in your diagnosis and Treatment

**Partial Hospitalization Mental Health Care Services**

Benefits are only available for mental health care Services provided on a Partial Hospitalization basis when received through a Partial Hospitalization program. A mental health care Service provided on a Partial Hospitalization basis will be deemed an Outpatient Care visit and is subject to any Outpatient Care cost-sharing amounts.

**Outpatient Mental Health Care Services**

Inpatient Facility Service and inpatient medical benefits (except room and board) provided by a Facility provider or professional provider as previously described, are also available when you are an outpatient.

Coverage is provided for Treatment for pediatric autoimmune neuropsychiatric disorders associated with streptococcal infections (PANDAS) and for Treatment for pediatric acute-onset neuropsychiatric syndrome (PANS). Treatments must be recommended by your Physician and include, but are not limited to: antibiotics, medication and behavioral therapies to manage neuropsychiatric symptoms, plasma exchange, and immunoglobulin.

Benefits are provided for autism Treatment, including intensive behavioral therapy programs for the Treatment of Autism Spectrum Disorders including, but not limited to: Intensive Early Intervention Behavioral Therapy Services (EIIBTS), Intensive Behavioral Intervention (IBI), and Lovaas Therapy. The diagnosis, evaluation, and assessment must include an assessment of the child's developmental skills, functional behavior, needs, and capacities. Treatment must be in accordance with an individualized Treatment plan prescribed by the member's treating Physician or mental health professional.

Admissions that qualify as "emergency holds," as the term is defined in Minnesota statutes, are considered Medically Necessary and Appropriate for the entire hold.

**Serious Mental Illness Care Services**

Serious Mental Illnesses include schizophrenia, schizoaffective disorder, major depressive disorder, bipolar disorder, obsessive-compulsive disorder, anorexia nervosa, bulimia nervosa and delusional disorder.

Coverage is provided for Inpatient Care and Outpatient Care for the Treatment of serious Mental Illness. A serious Mental Illness Service provided on a Partial Hospitalization basis will be deemed to be an Outpatient Care visit subject to any Outpatient Care cost-sharing amounts.

**Orthotic Devices**

Purchase, fitting, necessary adjustment, repairs and replacement of a rigid or semi-rigid supportive device which restricts or eliminates motion of a weak or diseased body part.

**Prosthetic Appliances**

Purchase, fitting, necessary adjustments, repairs, and replacements of prosthetic devices and supplies which replace all or part of an absent body organ and its adjoining tissues, or replace all or part of the function of a permanently inoperative or malfunctioning body organ (excluding dental appliances and the replacement of cataract lenses). Initial and subsequent prosthetic devices to replace the removed breast(s) or a portion thereof are also covered.

**Preventive Care Services**

Services to treat an Illness/injury diagnosed as a result of preventive care Services may be covered under other Plan benefits. Please refer to "Summary of Benefits" and "Covered Services – Medical Program: Hospital Services and Medical Services," etc. for appropriate benefit levels.

Preventive benefits are offered in accordance with a predefined schedule based on age, sex and certain risk factors which are the recommendations of the United States Preventive Services Task Force (USPSTF), Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control, and Health Resources and Services Administration (HRSA). The Claims Administrator periodically reviews the schedule of Covered Services based on the requirements of the Patient Protection and Affordable Care Act of 2010, and recommendations from USPSTF, ACIP and HRSA. Therefore, the frequency and eligibility of Services is subject to change. Benefits include periodic physical examinations, well child visits, immunizations and selected diagnostic tests.
For a current schedule of Covered Services, log onto the Claims Administrator’s member website at, www.bluecrossmn.com/umnrfi or call Customer Service at the telephone number listed on the back of your member ID card.

Benefits for Services identified as Preventive Care are determined based on recommendations and criteria established by professional associations and experts in the field of Preventive Care (e.g., Institute for Clinical Systems Improvement (ICSI), United States Preventive Services Task Force (USPSTF), Advisory Committee on Immunization Practices (ACIP), etc.). For all other eligible Services, please refer to "Hospital Services," and "Medical Services."

Benefits are provided for surgical implants and tubal ligation for elective sterilization for females which meet the recommendations and criteria established by the United States Preventive Services Task Force (USPSTF), Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control, and the Health Resources and Services Administration (HRSA). For more information regarding elective sterilization coverage please visit www.bluecrossmn.com/umnrfi ("Member Sign In" then "Plan Details"/"Preventive care benefit information"/"learn more") or contact Customer Service.

Benefits are provided for the full range of FDA-approved preventive contraceptive methods and for patient education/counseling, for women with reproductive capacity as prescribed which meet the recommendations and criteria established by the United States Preventive Services Task Force (USPSTF), Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control, and the Health Resources and Services Administration (HRSA), as applicable. Medical management may apply. Please refer to the "Prescription Drug Benefits" in the "Summary of Benefits" section for outpatient drug coverage.

Services for complications related to female contraceptive drugs, devices, and Services for women of reproductive capacity may be covered under other Plan benefits. Please refer to the "Summary of Benefits" section for appropriate benefit levels.

Adult and Pediatric Care
Routine physical examinations including a complete medical history for adults, and other items and Services.

Well-woman benefits are provided for female members for items and Services including, but not limited to, an initial physical examination to confirm pregnancy, screening for gestational diabetes, coverage for contraceptive methods and counseling and breastfeeding support and counseling.

Benefits are provided for "child health supervision Services," which means pediatric preventive Services, appropriate immunizations, developmental assessments, and laboratory Services appropriate to the age of a child from birth to age six (6), and appropriate immunizations from ages six (6) to 18, as defined by Standards of Child Health Care issued by the American Academy of Pediatrics.

Adult Immunizations
Benefits are provided for adult immunizations that require administration by a Health Care Provider, including the immunizing agent, when required for the prevention of disease.

Diagnostic Services and Procedures
Benefits are provided for the following routine screening tests and procedures:

Routine Gynecological Examination and Pap Test
All female members, regardless of age, are covered for routine gynecological examinations, including a pelvic and clinical breast examination, and Papanicolaou smear (Pap test).

Mammogram Screening
- Benefits are provided for a routine mammogram screening for all female members, 2 dimensional (2D) or 3 dimensional (3D).

Pediatric Immunizations
- Benefits are provided to eligible Dependent children for pediatric immunizations.

Colorectal Cancer Screenings
- Benefits are provided for the following tests or procedures when ordered by a Physician for the purpose of early detection of colorectal cancer:
• Diagnostic laboratory and pathology screening Services such as a fecal-occult blood or fecal immunochemical test
• Diagnostic imaging screening Services such as barium enema
• Surgical screening Services such as flexible sigmoidoscopy and colonoscopy and Hospital Services related to such surgical screening Services
• Such other diagnostic pathology and laboratory, diagnostic imaging, surgical screening tests and diagnostic screening Services consistent with approved medical standards and practices for the detection of colon cancer

If you are determined to be at high or increased risk, benefits are provided for a colonoscopy or any other combination of Covered Services related to colorectal cancer screening when prescribed by a Physician.

Colorectal cancer screening Services which are otherwise not described herein and are prescribed by a Physician for a symptomatic member are not considered preventive care Services. The payment for these Services will be consistent with similar Medically Necessary and Appropriate Covered Services.

• Prostate Specific Antigen (PSA) tests, digital rectal exams.

Surveillance tests for ovarian cancer
• - Surveillance tests for ovarian cancer (CA125 tumor marker, trans-vaginal ultrasound, pelvic exam).

Skilled Nursing Facility Services
Skilled Care ordered by a Physician, including room and board, general nursing care, Prescription Drugs used during a covered Admission, and physical, occupational and speech therapy.

No benefits are payable:
• after you have reached the maximum level of recovery possible for your particular condition and no longer require definitive Treatment other than routine supportive care;
• when confinement is intended solely to assist you with the activities of daily living or to provide an institutional environment for your convenience.

Spinal Manipulations
Spinal manipulations for the detection and correction by manual or mechanical means of structural imbalance or subluxation resulting from or related to distortion, misalignment, or subluxation of or in the vertebral column.

Substance Abuse Services
Benefits are provided for individual and group counseling and psychotherapy, psychological testing, and family counseling for the Treatment of Substance Abuse and include the following:
• Inpatient Hospital or Substance Abuse Treatment Facility provider Services for detoxification.
• Substance Abuse Treatment Facility provider Services for non-Hospital inpatient residential Treatment and Rehabilitation Services.
• Outpatient Hospital/Facility or Substance Abuse Treatment Facility provider or outpatient Substance Abuse Treatment Facility provider Services for rehabilitation therapy.
• Admissions that qualify as “emergency holds,” as the term is defined in Minnesota statutes, are considered Medically Necessary and Appropriate for the entire hold.
• Court-ordered Treatment provided by the Department of Corrections is covered when included in a sentencing order and is based on a chemical assessment conducted by the Department of Corrections.

For purposes of this benefit, a Substance Abuse Service provided on a Partial Hospitalization basis shall be deemed an Outpatient Care visit and is subject to any Outpatient Care cost-sharing amounts.
Surgical Services

This health care Plan covers the following Services you receive from a professional provider. See the Health Care Management section for additional information which may affect your benefits.

Anesthesia

Administration of anesthesia for covered surgery when ordered by the attending Health Care Provider and rendered by a Health Care Provider other than the surgeon or the assistant at surgery. Benefits will also be provided for the administration of anesthesia for covered oral surgical procedures in an outpatient setting when ordered and administered by the attending Health Care Provider.

Assistant at Surgery

Services of a Physician or Medically Necessary and Appropriate Services of a registered nurse first assistant who actively assists the operating surgeon in the performance of covered surgery.

Surgery

- Sterilization (please refer to "Preventive Care" for female sterilization)
- Surgery performed by a professional provider. Separate payment will not be made for pre-operative and post-operative Services
- Reconstructive surgery performed on a Dependent child because of congenital disease or anomaly which has resulted in a functional defect as determined by the attending Health Care Provider. Congenital means present at birth.
- Elimination or maximum feasible Treatment of port wine stains.
- If more than one surgical procedure is performed by the same professional provider during the same operation, the total benefits payable will be the amount payable for the highest paying procedure and no allowance shall be made for additional procedures except where the Claims Administrator deems that an additional allowance is warranted.

Benefits are provided for the following limited oral surgical procedures determined to be Medically Necessary and Appropriate:

- Mandibular staple implant, provided the procedure is not done to prepare the mouth for dentures
- Facility provider and anesthesia Services rendered in a Facility provider setting in conjunction with non-covered dental procedures when determined by the Claims Administrator to be Medically Necessary and Appropriate due to your age and/or medical condition
- Accident-related dental Services from Physician or dentist for the Treatment of an injury to sound and healthy natural teeth if the Treatment begins within 12 months of either the date of the injury or first date of coverage and is completed within 24 months of the first Treatment
- The correction of a non-dental physiological condition which has resulted in a severe functional impairment
- Treatment for tumors and cysts requiring pathological examination of the jaw, cheeks, lips, tongue, roof and floor of the mouth

Therapy and Rehabilitation Services

This health care Plan covers the following Services when such Services are ordered by a Physician:

- Cardiac rehabilitation
- Chemotherapy
- Dialysis Treatment
- Infusion Therapy
- Occupational therapy
- Physical therapy
- Radiation therapy
• Respiratory therapy
• Speech therapy

Transplant Services

Benefits may be provided for Covered Services furnished by a Hospital which are directly and specifically related to the transplantation of the following human organs, bone marrow, cord blood and peripheral stem cells (refer to the “Summary of Benefits” section above for information about how transplant Services may be covered):

For members diagnosed with end stage renal disease (ESRD), your provider is required to complete the Centers for Medicare and Medicaid Services (CMS) form 2728 ESRD Evidence Report Medicare Entitlement and/or Patient Registration. Your provider must send the completed form to CMS and the Claims Administrator. Please verify with your provider that form 2728 has been completed and submitted.

The following Medically Necessary and Appropriate human organ, bone marrow, cord blood and peripheral blood stem cell transplant procedures:

- Allogeneic and syngeneic bone marrow transplant and peripheral blood stem cell and umbilical cord blood transplant procedures
- Autologous bone marrow transplant and peripheral blood stem cell transplant procedures
- Heart
- Heart-lung
- Kidney - pancreas transplant performed simultaneously (SPK)
- Liver - deceased donor and living donor
- Liver-kidney
- Lung - single or double
- Pancreas transplant - deceased donor and living donor segmental
  - Pancreas transplant alone (PTA)
  - Simultaneous pancreas - kidney transplant (SPK)
  - Pancreas transplant after kidney transplant (PAK)
- Small-bowel and small-bowel/liver

If a human organ, bone, tissue or blood stem cell transplant is provided from a living donor to a human transplant recipient:

- when both the recipient and the donor are members, each is entitled to the benefits of their health care Plan;
- when only the recipient is a member, both the donor and the recipient are entitled to the benefits of this health care Plan subject to the following additional limitations: 1) the donor benefits are limited to only those not provided or available to the donor from any other source, including, but not limited to, other insurance coverage, or any government program; and 2) benefits provided to the donor will be charged against the recipient’s coverage under this health care Plan to the extent that benefits remain and are available under this health care Plan after benefits for the recipient’s own expenses have been paid;
- when only the donor is a member, the donor is entitled to the benefits of this health care Plan, subject to the following additional limitations: 1) the benefits are limited to only those not provided or available to the donor from any other source in accordance with the terms of this health care Plan; and 2) no benefits will be provided to the non-member transplant recipient; and
- if any organ, tissue or blood stem cell is sold rather than donated to the member recipient, no benefits will be payable for the purchase price of such organ, tissue or blood stem cell; however, other costs related to evaluation and procurement are covered up to the member recipient’s health care Plan limit.
- if you live more than 50 miles from a BDCT Provider, there may be a travel benefit available for expenses directly related to a preauthorized transplant.
- eligible transplant Services provided by Participating Transplant Providers will be paid at the Blue Distinction Centers for Transplant (BDCT) Providers level of benefits when the transplant Services are not available at a BDCT Provider.
Under the Transplant Services benefit there are no benefits payable for:

- Travel expenses for a kidney donor
- Kidney donor expenses for complications incurred after the organ is removed if the donor is not covered under this Plan
- Kidney donor expenses when the recipient is not covered for the kidney transplant under this Plan.
Covered Services - Prescription Drug Program

Eligible Prescription Drugs are covered when you purchase them through the pharmacy Network applicable to your health care Plan and nonparticipating pharmacies, except as provided herein. Some medications may be subject to a quantity limitation per days supply or to a maximum dosage per day. For convenience and choice, Network pharmacies include both major chains and independent stores.

The Claims Administrator chooses which drugs are on its Drug Lists, or excluded from its Drug Lists, based on numerous factors including their quality, safety and effectiveness, and overall cost. The overall cost of a drug can be impacted by volume discounts or reimbursements paid by drug manufacturers. At times, this may result in a brand name drug being included on a Drug List while the generic of the same drug is excluded from a Drug List.

The Claims Administrator Prescription Drug List is an extensive list of Food & Drug Administration (FDA) approved Prescription Drugs selected for their quality, safety and effectiveness. It includes products in every major therapeutic category. The list was developed by the The Claims Administrator Pharmacy and Therapeutics Committee made up of clinical pharmacists and Physicians and may, from time to time, be revised by the committee. This list can change throughout the year.

A Retail Pharmacy is a licensed pharmacy that you can physically enter to obtain a Prescription Drug. Eligible Prescription Drugs and diabetic supplies are generally covered up to a 31-day supply.

90dayRx includes the following: A Retail Pharmacy participating in the 90dayRx Network and a participating Mail Service Pharmacy that dispenses Prescription Drugs through the U.S. Mail. Eligible Prescription Drugs are dispensed up to a 90-day authorized Supply of ongoing, long-term Prescription Drugs.

Covered Prescription Drugs

Covered Prescription Drugs include:

- those which, under Federal law, are required to bear the legend: "Caution: Federal law prohibits dispensing without a prescription;"
- legend Prescription Drugs under applicable state law and dispensed by a licensed pharmacist;
- Coverage for amino acid-based elemental formula is subject to Prior Authorization based on Medical Policy as a Supply item. Please refer to Durable Medical Equipment” in the “Covered Services – Medical Services” section.
- Benefits are provided for the full range of FDA-approved preventive contraceptive methods and for patient education/counseling for women with reproductive capacity as prescribed which meet the recommendations and criteria established by the United States Preventive Services Task Force (USPSTF), Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control, and the Health Resources and Services Administration (HRSA), as applicable. Medical management may apply.
- Benefits are provided for designated ACA preventive drugs with a prescription (such as FDA-approved Tobacco Cessation Drugs and Products, aspirin, folic acid, vitamin D, and fluoride supplements) which meet the recommendations and criteria established by the United States Preventive Services Task Force (USPSTF), Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control, and the Health Resources and Services Administration (HRSA), as applicable. Medical management may apply.
- For more information regarding contraceptive or ACA preventive Prescription Drug coverage, please visit www.bluecrossmn.com/umnrfi, or contact Customer Service at the telephone number listed on the back of your member ID card.
- The Claims Administrator applies medical management in determining which contraceptives are included on your Prescription Drug List, as well as a subset of contraceptive medications where a $0 member liability cost-sharing applies. To view a current list of contraceptive medications that are eligible for coverage without member cost-sharing under your health care Plan visit www.bluecrossmn.com/umnrfi (choose "Live Healthy" tab at the top, then "Preventive Care") or contact Customer Service at the telephone number listed on the back of your member ID card. If your prescribing Health Care Provider determines that none of the $0 member cost-sharing options available under your health care Plan are clinically appropriate for you, he or she may request an exception through www.bluecrossmn.com/umnrfi (sign in and see "Prescription Drugs" under the "Member Resources" tab).
- Insulin.
• Prescribed drug therapy supplies including, but not limited to: blood/urine testing tabs/strips, needles and syringes, and lancets.

• Certain Prescription Drugs that may require Prior Authorization from the Claims Administrator.

• Over-the-counter Tobacco Cessation Drugs and Products require a prescription and are subject to your Prescription Drug cost-sharing.

• If you are prescribed a Brand Drug when there is an equivalent Generic Drug, you will also pay the difference in cost between the Brand Drug and the Generic Drug, in addition to the applicable member cost-sharing. When you have reached your Prescription Drug Out-of-Pocket Limit, you still pay the difference in cost between the Brand Drug and the Generic Drug, even though you are no longer responsible for the applicable Prescription Drug member cost-sharing. You are also responsible for the payment differential when a Generic Drug is authorized by the Physician and the member purchases a Brand Drug. Your payment is the price difference between the Brand Drug and Generic Drug in addition to the Brand Drug cost-sharing amounts that apply.

• The Retail Pharmacy Vaccine Program allows you the opportunity to receive certain otherwise eligible vaccines at designated participating Retail Pharmacies subject to your Prescription Drug cost-sharing. This program is in addition to your current vaccine benefit administered through your clinic/Physician's office. A list of eligible vaccines under this program and designated Participating Pharmacies is available on our website at www.bluecrossmn.com/umnrfi or contact Customer Service.

• Your health care Plan includes coverage for both Preferred Prescription Drugs and non-Preferred Prescription Drugs.

• To receive a copy of the Preferred Drug List, call Customer Service at the telephone number on the back of your member ID card. You can also look up the Preferred Drug List at www.bluecrossmn.com/umnrfi.

• Self-administered injectable and oral Prescription Drugs for Assisted Fertilization must be obtained through a Specialty Pharmacy Network supplier and are subject to the Lifetime Maximum limit of $10,000 per member for all Assisted Fertilization for all charges and networks combined.

• The Claims Administrator may receive pharmaceutical manufacturer volume discounts in connection with the purchase of certain Prescription Drugs covered under the health care Plan. Such discounts are the sole property of the Claims Administrator and/or the Plan Administrator and will not be considered in calculating any Coinsurance, Copayment, or benefit maximums.

• There may be circumstances where early or extended Prescription Drug refills are available. Please contact Customer Service at the telephone number on the back of your member ID card for further information. Restrictions apply.

• These listings are subject to periodic review and modification by the Claims Administrator or a designated committee of Physicians and pharmacists.
**Specialty Pharmacy Network Supplier**

- Covered Prescription Drugs also include selected Specialty Prescription Drugs within, but not limited to, the following Prescription Drugs classifications only when such Prescription Drugs are covered medications and are dispensed through exclusive Specialty Pharmacy Network supplier. Specialty Prescription Drugs are designated complex injectable and oral drugs generally covered up to a 31-day supply that have very specific manufacturing, storage, and dilution requirements that are subject to restricted distribution by the U.S. Food and Drug Administration (FDA); or require special handling, Provider coordination, or patient education that cannot be provided by a Retail Pharmacy. Specialty Prescription Drugs are Prescription Drugs including, but not limited to Prescription Drugs used for: Infertility; growth hormone Treatment; multiple sclerosis; rheumatoid arthritis; hepatitis C; and, hemophilia. A current list of designated Specialty Prescription Drugs and suppliers is available at [www.bluecrossmn.com/umnrfi](http://www.bluecrossmn.com/umnrfi), or contact Customer Service at the telephone number listed on the back of your member ID card. Specialty Prescription Drugs are not available through 90dayRx.

- Specialty Prescription Drugs may be ordered by a Health Care Provider on your behalf or you may submit the prescription order directly to the Specialty Pharmacy Network supplier. In either situation, the Specialty Pharmacy Network supplier will deliver the prescription to you.

Additional coverage for enteral formula excludes the following:

- Blenderized food, baby food, or regular shelf food when used with an enteral system, banked breast milk
- Milk or soy-based infant formula with intact proteins
- Any formula (standard and specialized), when used for the convenience of you or your family members
- Nutritional supplements and electrolyte solution
- Any substance utilized for the sole purpose of weight loss or gain, or for caloric supplementation, limitation or maintenance
- Semisynthetic intact protein/protein isolates, natural intact protein/protein isolates, and intact protein/protein isolates, when provided orally
- Normal food products used in the dietary management of rare hereditary genetic metabolic disorders
What Is Not Covered

Except as specifically provided in this health care Plan or as the Claims Administrator is mandated or required to provide based on state or federal law, no benefits will be provided for Services, supplies, Prescription Drugs or charges as noted below.

**Exclusions**

No benefits will be provided for the following:

1. Personal comfort, hygiene and convenience items such as, but not limited to, air conditioners, humidifiers, or physical fitness equipment, stair glides, elevators/lifts or "barrier free" home modifications, whether or not specifically recommended by a professional provider.

2. Operations for cosmetic purposes done to improve the appearance of any portion of the body, and from which no improvement in physiological function can be expected, except as otherwise provided herein. Other exceptions to this exclusion are: a) surgery to correct a condition resulting from an accident; b) surgery to correct a congenital birth defect; c) surgery to correct a functional impairment which results from a covered disease or injury; and, d) Services incidental to or following surgery resulting from injury, sickness or other diseases of the involved body part.

3. Court ordered Services or confinements by a court or law enforcement officer that are not based on a behavioral health care evaluation performed by a licensed psychiatrist or doctoral level licensed psychologist as specified under Minnesota law.

4. Custodial care, domiciliary care, residential care, protective and supportive care including educational services, rest cures and convalescent care.

5. Services rendered prior to your effective date of coverage.

6. Services which are Investigative in nature, except for certain routine care for approved clinical trials.

7. Services for or related to lenses, frames, contact lenses, and other fabricated optical devices or professional Services for the fitting and/or Supply thereof, including the Treatment of refractive errors such as radial keratotomy, except as provided herein.

8. Services for eyeglasses or contact lenses for prescribing or fitting eyeglasses or contact lenses (except for the initial pair of contact lenses/glasses prescribed following cataract extraction in place of surgically implanted lenses, or sclera shells intended for use in the Treatment of disease or injury).

9. Services for palliative or cosmetic foot care including flat foot conditions, the Treatment of subluxations of the foot, care of corns, bunions, (except capsular or bone surgery), calluses, toe nails (except surgery for ingrown toe nails), fallen arches, weak feet, chronic foot strain, and symptomatic complaints of the feet, except when such devices or Services are related to the Treatment of diabetes.

10. Services for or related to the LINX™ Reflux management System (considered Investigative) for the Treatment of gastroesophageal reflux disease (GERD).

11. Services for Bone Conductive Hearing Devices.

12. Services for phototherapy devices and/or bulbs.

13. Charges for the following Services you receive from a Home Health Care Agency, hospice or a Hospital program for Home Health Care and/or Hospice Care: homemaker Services; Maintenance Services; dialysis Treatment; custodial care; food or home-delivered meals.

14. Charges for inpatient Admissions which are primarily for diagnostic studies.

15. Services for the Treatment of learning disabilities.

16. Services for or related to marriage/couples counseling.

17. Services for or related to oral surgery and anesthesia for removal of impacted teeth, removal of a tooth root without removal of the whole tooth, and root canal therapy.

18. Services for or related to dental implants, except as provided herein.
19. Treatments, Services, or supplies which are not based on the definition of "Medically Necessary and Appropriate" in the "Terms You Should Know" section.

20. To the extent payment has been made under Medicare when Medicare is primary; however, this exclusion shall not apply when the group is obligated by law to offer you all the benefits of this health care Plan and you elect this coverage as primary.

21. To the extent benefits are provided to members of the armed forces while on active duty or to members in Veteran's Administration facilities for Service connected Illness or injury, unless you have a legal obligation to pay.

22. Charges for the covered patient's failure to keep a scheduled visit.

23. Charges billed by your provider for the completion of a Claim form.

24. Charges for any other medical or dental Service or Treatment or Prescription Drug, except as provided herein.

25. For Treatment or Services for injuries resulting from the maintenance or use of a motor vehicle, including a motor vehicle accident, if such Treatment or Service is eligible, paid or payable under a Plan or policy of motor vehicle insurance, including a certified or qualified Plan of self-insurance, or any fund or program for the payment of extraordinary medical benefits established by law, including medical benefits payable. Charges that are eligible, paid, or payable under any medical payment, automobile personal injury protection that is payable without regard to fault, including charges for Services that are applied toward any Deductible, Copayment or Coinsurance requirement of such a policy.

26. Fees, dues, nutritional supplements, food, vitamins, and exercise therapy for or related to weight loss programs.

27. Services, including dental splints, to treat Bruxism.

28. Oral surgery procedures, except as provided herein.

29. Charges for routine or periodic physical examinations, the completion of forms, and the preparation of specialized reports solely for insurance, licensing, employment or other non-preventive purposes, such as pre-marital examinations, physicals for school, camp, sports or travel, which are not Medically Necessary and Appropriate, except as provided herein.

30. Services which are not prescribed by or performed by or upon the direction of a professional provider.

31. Services rendered by other than ancillary providers, Facility providers or professional providers.

32. Charges for Services which are submitted by another professional provider of the same specialty for the same Services performed on the same date for the same member.

33. Services rendered by a provider who is a member of your Immediate Family.

34. Services performed by a professional provider enrolled in an education or training program when such Services are related to the education or training program.

35. For Respite Care, except as provided herein.

36. Charges for Skilled Nursing Facility provider Services after you have reached the maximum level of recovery possible for your particular condition and no longer require definitive Treatment other than routine supportive care; when confinement is intended solely to assist you with the activities of daily living or to provide an institutional environment for your convenience; or for Treatment of Substance Abuse or Mental Illness.

37. Services for or related to tobacco cessation program fees and/or supplies, except as provided herein.

38. Tobacco Cessation Drugs and Products without a prescription.

39. Charges incurred after the date of termination of your coverage, except as provided herein.

40. Services for outpatient therapy and rehabilitation Services for which there is no expectation of restoring or improving a level of function or when no additional functional progress is expected to occur, unless Medically Necessary and Appropriate.

41. Services for or related to vision correction surgery such as the correction of myopia, hyperopia or presbyopia, including but not limited to corneal microsurgery, such as keratomileusis, keratophakia, radial keratotomy, corneal ring implants, Laser-Assisted in Situ Keratomileusis (LASIK) and all related Services.
42. Services for or related to weight reduction programs, including all diagnostic testing related to weight reduction programs, unless Medically Necessary and Appropriate.

43. Services for or related to any Illness or bodily injury which occurs in the course of employment if benefits or compensation are available, in whole or in part, under the provisions of any federal, state, or local government’s workers' compensation, occupational disease or similar type legislation. This exclusion applies whether or not you Claim the benefits or compensation.

44. Services that are provided without charge, including Services of the clergy.

45. Expenses incurred for Services, supplies, medical care or Treatment received at a Health Care Provider that represents to a patient that he or she will not owe the required cost sharing amount (including, for example, Deductibles, Copayments, and Coinsurance) described in this Plan.

46. Services for or related to acupuncture, except for Medically Necessary and Appropriate acupuncture Services for the Treatment of chronic pain (defined as a duration of six (6) months); and, for the prevention and Treatment of nausea associated with surgery, chemotherapy, or pregnancy.

47. Services for Dependents if you have participant-only coverage.

48. Services that are not within the scope of licensure or certification of a provider.

49. Services that are prohibited by law or regulation.

50. Charges for furnishing medical records or reports and associated delivery charges.

51. Services for transportation, other than local ambulance Service, to the nearest medical Facility provider that can provide the necessary Services/is equipped to treat the condition, except as provided herein.

52. Ambulance transportation costs that exceed the allowable cost from the place of departure to the nearest medical Facility that can provide the necessary Service/is equipped to treat the condition.

53. Travel Transportation, or living expenses, whether or not recommended by a Physician, except as specified in the "Summary of Benefits."

54. Services for or related for Mental Illness not listed in the most recent editions of the ICD and DSM.

55. Charges for evaluations that are not performed for the purpose of diagnosing or treating mental health or Substance Abuse conditions such as: custody evaluations; parenting assessments; education classes for DUI or DWI offences; competency evaluations; adoption home status; parental competency; and domestic violence programs.

56. Services for or related to intensive behavioral therapy programs for the Treatment of Autism Spectrum Disorders including, but not limited to: Intensive Early Intervention Behavioral Therapy Services (IEIBTS), Intensive Behavioral Intervention (IBI, and Lovaas Therapy) when you use an Out-of-Network Provider.

57. Services for or related to room and board for foster care, group homes, shelter care and lodging programs, Halfway House Services and Skills Training.

58. Services for or related to therapeutic support of foster care.

59. Services for or related to Substance Abuse or Addictions that are not listed in the most recent editions of the ICD and DSM.

60. Services for or related to therapeutic massage.

61. Charges for personal comfort items such as telephone, television.

62. Charges for communication Services provided on an outpatient basis or in the home.

63. Services for or related to elective cesarean (C)-section for the purpose of convenience.

64. Health care professional charges for childbirth deliveries in the home.

65. Services for or related to Experimental Infertility Treatment procedures, surrogacy Services, or cryopreservation of eggs or sperm.

66. Charges for donor ova or sperm.

67. Services for or related to preservation, storage, and thawing of human tissue, including, but not limited to: sperm; ova; embryos; stem cells; cord blood; and any other human tissue.
68. Charges for or related to reversal of sterilization.

69. Services for or related to assisted reproductive technology (ART), except that the Plan does cover Artificial Insemination (AI), intrauterine insemination (IUI) procedures and Prescription Drugs for assisted reproductive technology (ART).

70. Scalp hair prostheses (wig) for any diagnosis other than alopecia areata.

71. Charges for blood pressure monitoring devices.

72. Services provided during an E-Visit for the sole purpose of: scheduling medical appointments; reporting normal medical test results; providing educational materials; updating patient information; requesting a referral; additional communication on the same day as an onsite medical office visit; and, Services that would similarly not be charged for in an onsite medical office visit.

73. Provider initiated e-mail communications.

74. Services provided during a Telemedicine visit for the sole purpose of: scheduling appointments; filling or renewing existing prescription medications; reporting normal medical test results; providing educational materials; updating patient information; requesting a referral; and, additional communication on the same day as an onsite medical office visit; and Services that would similarly not be charged for in an onsite medical office visit.

75. Facsimile transmission communications between members and providers.

76. Charges for giving injections that can be self-administered, except as provided in Medical Policy.

77. Services related to vocational rehabilitation.

78. Services and fees for or related to health clubs and spas.


80. Services for or related to recreational and educational therapy.

81. Services for or related to functional capacity evaluations for vocational purposes or the determination of disability or pension benefits.

82. Services for or related to gene therapy (for those considered Experimental) as a Treatment for inherited or acquired disorders.

83. Charges for growth hormone replacement therapy, except for Services that meet Medical Necessity and Appropriateness criteria.

84. Charges for autopsies.

85. Over the counter drugs, e.g. vitamins or dietary supplements, except as provided herein.

86. Services, supplies, drugs and Aftercare for or related to artificial or nonhuman organ implants.

87. Services for or related to fetal tissue transplantation.

88. Charges for routine dental care, except as provided herein.

89. Services for or related to Skilled Nursing Care - Extended Hours, also referred to as private-duty nursing care.

90. Services for or related to cosmetic health Services or reconstructive surgery and related Services, and Treatment for conditions or problems related to cosmetic surgery or Services, except as provided herein.

91. Services for or related to Medication Therapy Disease Management consultation.

In addition, under your Prescription Drug benefits, except as specifically provided in this health care Plan or as the Claims Administrator is mandated or required to provide based on state or federal law, no benefits will be provided for:

92. Charges for therapeutic devices or appliances (e.g., support garments and other non-medicinal substances).

93. Charges for administration of self-administered Prescription Drugs and/or injectable insulin, whether by a Physician or other person, except as provided in Medical Policy.

94. Any charges by any pharmacy provider or pharmacist, except as provided herein.
95. Charges for Investigative or non-Food and Drug Administration (FDA) approved drugs, except as specified by law.

96. Charges for any prescription for more than the retail days supply or 90dayRx days Supply as outlined in the "Summary of Benefits" section, except as provided herein.

97. Charges for over-the-counter drugs, except those set forth in the predefined preventive schedule. Please refer to the "Covered Services - Prescription Drug Program" section for more information.

98. Charges for food supplements.

99. Charges for any drugs prescribed for cosmetic purposes only.

100. Charges for any drugs which are Investigative.

101. Charges for any drug purchased through mail order but not dispensed by a designated mail order pharmacy provider.

102. Charges for cosmetic alteration medications/drugs.

103. Charges for weight loss medications/drugs.

104. Charges for Specialty drugs not purchased through a Specialty Pharmacy Network supplier.

105. Charges for drugs removed from the Preferred Drug List due to safety reasons may not be covered.
How Your Program Works

Your health care Plan lets you get the care you want from the provider you select. When you or a covered family member needs medical care, you can choose between two levels of health care Services: Network or Out-of-Network.

Network Providers

This is any one of the participating licensed physicians, dentists, mental and chemical health or other health care providers, facilities and pharmacies, which have entered into an agreement to provide health care services to Covered Persons. Boynton Health is a network provider for this program.

Network Care

*Network care is care you receive from providers in the health care Plan’s network.*

When you receive health care within the network, you enjoy maximum coverage and maximum convenience. You present your member ID card to the provider who submits your Claim.

Out-of-Network Care

*Out-of-Network care is care you receive from providers who are not in the network.*

Even when you go outside the network, you will still be covered for eligible Services. However, your benefits generally will be paid at the lower, Out-of-Network level. Additionally, Precertification may be required from the Claims Administrator before Services are received. For specific details, see your "Summary of Benefits" section.

Please note that you may incur significantly higher financial liability when you use Nonparticipating Providers compared to the cost of receiving care from Network Providers. If you receive Services from a Nonparticipating Provider, you will be responsible for any Deductibles or Coinsurance plus the DIFFERENCE between what the Claims Administrator would reimburse for the Nonparticipating Provider and the actual charges the Nonparticipating Provider bills. This difference does not apply to your Out-of-Pocket Limit. This is in addition to any applicable Deductible, Copay or Coinsurance. Benefit payments are calculated on the Claims Administrator’s Allowed Amount, which is typically lower than the amount billed by the provider. In addition, participating facilities may have nonparticipating professionals practicing at the Facility and you may be responsible for significantly higher out-of-pocket expenses for the nonparticipating professional Services.

Out-of-Area Care

Your health care Plan also provides coverage for you and your eligible Dependents who are temporarily away from home, or those Dependents who permanently reside away from home.

Services received from providers across the country who are part of the local Blue Cross and Blue Shield Traditional Network will be covered at the higher level of benefits. If you receive Covered Services from a provider who is not part of the local Blue Cross and Blue Shield Traditional Network, these Services will be covered at the lower, Out-of-Network level of benefits.

If you are traveling and an urgent injury or Illness occurs, you should seek Treatment from the nearest Hospital, emergency room or clinic:

- If the Illness or injury is a true emergency, it will be covered at the higher benefit level, regardless of whether the provider is in the local Blue Cross and Blue Shield Traditional Network. If the Treatment results in an Admission, the local Blue Cross and Blue Shield Traditional Network Provider must obtain Precertification from the Claims Administrator. However, it is important that you confirm the Claims Administrator’s determination of Medical Necessity and Appropriateness. If the Admission is not considered to be Medically Necessary and Appropriate, you will be responsible for all costs associated with the stay. For specific details, see the Health Care Management section of this booklet.

- If the Illness or injury is not an emergency, you are required to use providers in the local Blue Cross and Blue Shield Traditional Network in order to be covered at the higher benefit level. If you receive care from an Out-of-Network Provider, benefits for eligible Services will be provided at the lower, Out-of-Network level of benefits.
General Provider Payment Methods

Participating Providers

- Several industry-standard methods are used to pay Health Care Providers. If the provider is "participating" they are under contract and the method of payment is part of the contract. Most contracts and payment rates are negotiated or revised on an annual basis.

- Depending upon your health care Plan, a Participating Provider may be a Network Provider or may be an Out-of-Network Provider. Payment will be based upon which network the Participating Provider is in for your health care Plan. See "How Your Program Works" for additional detail on Covered Services received in the Network and Out-of-Network.

- Non-Institutional or Professional (i.e., doctor visits, office visits) Participating Provider Payments
  - **Fee-for-Service** - Providers are paid for each Service or bundle of Services. Payment is based on the amount of the provider's billed charges.
  - **Discounted Fee-for-Service** - Providers are paid a portion of their billed charges for each Service or bundle of Services. Payment may be a percentage of the billed charge or it may be based on a fee schedule that is developed using a methodology similar to that used by the federal government to pay providers for Medicare Services.
  - **Discounted Fee-for-Service, Withhold and Bonus Payments** - Providers are paid a portion of their billed charges for each Service or bundle of Services, and a portion (generally 5-20%) of the provider's payment is withheld. As an incentive to promote high quality and cost-effective care, the provider may receive all or a portion of the withhold amount based upon the cost-effectiveness of the provider's care. In order to determine cost-effectiveness, a per member per month target is established. The target is established by using historical payment information to predict average costs. If the provider's costs are below this target, providers are eligible for a return of all or a portion of the withhold amount and may also qualify for an additional bonus payment.

In addition, as an incentive to promote high quality care and as a way to recognize those providers that participate in certain quality improvement projects, providers may be paid a bonus based on the quality of the provider's care to its members. In order to determine quality of care, certain factors are measured, such as member/patient satisfaction feedback on the provider, compliance with clinical guidelines for preventive Services or specific disease management processes, immunization administration and tracking, and tobacco cessation counseling.

Payment for high cost cases and selected preventive and other Services may be excluded from the discounted fee-for-Service and withhold payment. When payment for these Services is excluded, the provider is paid on a discounted fee-for-Service basis, but no portion of the provider's payment is withheld.

- Institutional (i.e., Hospital and other Facility provider) Participating Provider Payments
  - **Inpatient Care**
    - **Payments for each Case (case rate)** - Providers are paid a fixed amount based upon the member's diagnosis at the time of Admission, regardless of the number of days that the member is hospitalized. This payment amount may be adjusted if the length of stay is unusually long or short in comparison to the average stay for that diagnosis ("outlier payment"). This method is similar to the payment methodology used by the federal government to pay providers for Medicare Services.
    - **Payments for each Day (per diem)** - Providers are paid a fixed amount for each day the member spends in the Hospital or Facility provider.
    - **Percentage of Billed Charges** - Providers are paid a percentage of the Hospital's or Facility provider's billed charges for inpatient or outpatient Services, including home Services.
• Outpatient Care
  • Payments for each Category of Services - Providers are paid a fixed or bundled amount for each category of outpatient Services a member receives during one (1) or more related visits.
  • Payments for each visit - Providers are paid a fixed or bundled amount for all related Services a member receives in an outpatient or home setting during one (1) visit.
  • Payments for each Patient - Providers are paid a fixed amount per member per Plan Year for certain categories of outpatient Services.

**Special Incentive Payments**

As an incentive to promote high quality, cost effective care and as a way to recognize that those providers participate in certain quality improvement projects, providers may be paid extra amounts following the initial adjudication of a Claim based on the quality of the provider's care to their members and further based on Claims savings that the provider may generate in the course of rendering cost effective care to its member. Certain providers also may be paid in advance of a Claim adjudication in recognition of their efficiency in managing the total cost of providing high quality care to members and for implementing quality improvement programs. In order to determine quality of care, certain factors are measured to determine a provider's compliance with recognized quality criteria and quality improvement. Areas of focus for quality may include, but are not limited to: Services for diabetes care; tobacco cessation; colorectal cancer screening; and breast cancer screening, among others. Cost of care is measured using quantifiable criteria to demonstrate that a provider is meeting specific targets to manage Claims costs. These quality and cost of care payments to providers are determined on a quarterly or annual basis and will not directly be reflected in a Claims payment for Services rendered to an individual member. Payments to providers for meeting quality improvement and cost of care goals and for recognizing efficiency are considered Claims payment.

**Pharmacy Payment**

Four (4) kinds of pricing are compared and the lowest amount of the four (4) is paid:
  • the average wholesale price of the Prescription Drug, less a discount, plus a dispensing fee;
  • the pharmacy's retail price;
  • the maximum allowable cost the Claims Administrator determines by comparing market prices (for Generic Drugs only); or,
  • the amount of the pharmacy's billed charge.

**Nonparticipating Providers**

Nonparticipating Providers are not Network Providers. Payment for Covered Services provided by a Nonparticipating Provider will be at the Out-of-Network level. See "How Your Program Works" for additional detail on Covered Services received in the Network and Out-of-Network.

When you use a Nonparticipating Provider, benefits are substantially reduced and you will likely incur significantly higher out-of-pocket expenses. A Nonparticipating Provider does not have any agreement with Blue Cross or another Blue Cross and/or Blue Shield Plan. For Services received from a Nonparticipating Provider (other than those described under "Special Circumstances" below), the Allowed Amount will be based upon one of the following payment options to be determined at the Claims Administrators’ discretion: (1) a percentage, not less than 100%, of the Medicare Allowed Charge for the same or similar Service; (2) a percentage, not less than 100%, of the Medicare Advantage Allowed Charge for the same or similar Service; (3) a percentage of billed charges; (4) pricing determined by another Blue Cross or Blue Shield Plan; or, (5) pricing based on: provider reimbursement databases, median costs from a benchmark of claims, or fee negotiations. The payment option selected by the Claims Administrator may result in an Allowed Amount that is a lower amount than calculated by another payment option. When the Medicare Allowed Charge or Medicare Advantage Allowed Charge is not available, the pricing method may also be determined by factors such as type of Service, Place of Service, reason for care, and type of provider at the point the Claim is received by the Claims Administrator. The Allowed Amount for a Nonparticipating Provider is usually less than the Allowed Amount for a Participating Provider for the same Service and can be significantly less than the Nonparticipating Provider's billed charges. You will be paid the benefit under the health care Plan and you are responsible for paying the Nonparticipating Provider. The only exception to this is stated in "Claims Procedures," "Claims Payment." The amount you pay does not apply toward any Out-of-Pocket Limit contained in the Plan.
In determining the Allowed Amount for Nonparticipating Providers, the Claims Administrator makes no representations that the Allowed Amount is a usual, customary or reasonable charge from a provider. See “Allowed Amount” under “Terms You Should Know” for a more complete description of how payments will be calculated for Services provided by Nonparticipating Providers.

- **Example**

  The following table illustrates the different out-of-pocket costs you may incur using nonparticipating versus Participating Providers. The example presumes that your Deductible has been satisfied and that the health care Plan covers 80% for Participating Providers and 60% for Nonparticipating Providers. It also presumes that the Allowed Amount for a Nonparticipating Provider will be less than for a Participating Provider. The difference in the Allowed Amount between a Participating and Nonparticipating Provider could be more or less than the 20% difference in the example below.

<table>
<thead>
<tr>
<th></th>
<th>Participating Provider</th>
<th>Nonparticipating Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provider Charge:</td>
<td>$150</td>
<td>$150</td>
</tr>
<tr>
<td>Allowed Amount:</td>
<td>$100</td>
<td>$80</td>
</tr>
<tr>
<td>Claims Administrator Pays:</td>
<td>80% ($80)</td>
<td>60% ($48)</td>
</tr>
<tr>
<td>Coinsurance You Owe:</td>
<td>20% ($20)</td>
<td>40% ($32)</td>
</tr>
<tr>
<td>Difference Up to Billed Charge You Owe:</td>
<td>None</td>
<td>$70 ($150 minus $80)</td>
</tr>
<tr>
<td>You Pay:</td>
<td>$20</td>
<td>$102</td>
</tr>
</tbody>
</table>

**Special Circumstances**

There may be circumstances where you require medical or surgical care and you do not have the opportunity to select the provider of care. For example, some Hospital-based providers (e.g., anesthesiologists) or independent lab providers may not be Participating Providers. Typically, when you receive care from Nonparticipating Providers, you are responsible for the difference between the Allowed Amount and the provider’s billed charges. However, in circumstances where you needed care such as in a participating Hospital and were not able to choose the Provider who rendered such care (Nonparticipating Providers in a participating hospital or your Physician sending lab samples to a Nonparticipating Lab), Minnesota law provides that you may not be responsible for any amounts above what would have been required to pay (such as cost sharing and Deductibles) had you used a Participating Provider, unless you gave advance written consent to the Nonparticipating Provider. If you receive a bill from a Nonparticipating Provider while using a participating Hospital or Facility, and you did not provide written consent to receive the Nonparticipating Provider’s Services, you should submit the bill to the Claims Administrator for processing. If you have questions, please contact Customer Service. The extent of reimbursement in certain Medical Emergency circumstances may also be subject to state and federal law – please refer to “Emergency Care Services” for coverage of benefits.

The above is a general summary of our provider payment methodologies only. Further, while efforts are made to keep this form as up-to-date as possible, provider payment methodologies may change from time to time and every current provider payment methodology may not be reflected in this summary.

Please note that some of these payment methodologies may not apply to your particular Plan.

**Women's Health and Cancer Rights Act**

Under the federal Women's Health and Cancer Rights Act of 1998 and Minnesota law, you are entitled to the following Services:

1. All stages of reconstruction of the breast on which the mastectomy has been performed;
2. surgery and reconstruction of the other breast to produce a symmetrical appearance; and,
3. prosthesis and physical complications at all stages of mastectomy, including lymphedema, in a manner determined in consultation with the attending Physician and patient.

Coverage may be subject to annual Deductible, Copayment, and Coinsurance provisions as may be deemed appropriate and as are consistent with those established for other benefits under the Plan or coverage.
Coverage of Health Care Services on the Basis of Gender

Federal law prohibits denying or limiting health Services, that are ordinarily or exclusively available to individuals of one sex, to a transgender individual based on the fact that the individual's sex assigned at birth, gender identity, or gender otherwise recorded is different from the one to which such health Services are ordinarily or exclusively available. Eligible, Covered Services must be Medically Necessary and Appropriate, and remain subject to any requirements outlined in the Claims Administrator's medical policy and/or federal law.

Inter-Plan Programs

Out-of-Area Services

Overview

The Claims Administrator has a variety of relationships with other Blue Cross and/or Blue Shield Licensees. Generally, these relationships are called "Inter-Plan Arrangements." These Inter-Plan Arrangements work based on rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever you access health care Services outside the geographic area the Claims Administrator serves, the Claim for those Services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described below.

When you receive care outside of the Claims Administrator's services area, you will receive it from one of two kinds of providers. Most providers ("Participating Providers") contract with the local Blue Cross and/or Blue Shield Plan in that geographic area ("Host Blue"). Some providers ("Nonparticipating Providers") don't contract with the Host Blue. The Claims Administrator explains how both kinds of providers are paid.

Inter-Plan Programs Eligibility - Claim Types

All Claim types are eligible to be processed through Inter-Plan Arrangements, as described above, except for all dental care benefits except when paid as medical Claims/benefits, and those Prescription Drug benefits or vision care benefits that may be administered by a third party contracted by the Plan Administrator to provide the specific Service or Services.

BlueCard® Program

Under the BlueCard® Program, when you receive covered health care Services within the geographic area served by a Host Blue, the Claims Administrator will remain responsible for doing what the Claims Administrator agreed to in the contract. However, the Host Blue is responsible for contracting with and generally handling all interactions with its Participating Providers.

Whenever you receive covered health care Services outside the Claims Administrator's service area and the Claim is processed through the BlueCard Program, the amount you pay for covered health care Services is calculated based on the lower of:

- the billed charges for your Covered Services; or,
- the negotiated price that the Host Blue makes available to the Claims Administrator.

Often, this "negotiated price" will be a simple discount that reflects an actual price that the Host Blue pays to your Health Care Provider. Sometimes, it is an estimated price that takes into account special arrangements with your Health Care Provider or provider group that may include types of settlements, incentive payments, and/or other credits or charges. Occasionally, it may be an average price, based on a discount that results in expected average savings for similar types of Health Care Providers after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing also take into account adjustments to correct for over- or underestimation of modifications of past pricing of Claims, as noted above. However, such adjustments will not affect the price the Claims Administrator has used for your Claim because they will not be applied after a Claim has already been paid.
**Special Cases: Value-Based Programs**

**BlueCard® Program**

If you receive covered health care Services under a Value-Based Program inside a Host Blue’s service area, you will not be responsible for paying any of the provider incentives, risk-sharing, and/or Care Coordinator fees that are a part of such an arrangement, except when a Host Blue passes these fees to the Claims Administrator through average pricing or fee schedule adjustments. Additional information is available upon request.

**Value-Based Programs: Negotiated (non-BlueCard Program) Arrangements**

If the Claims Administrator has entered into a Negotiated Arrangement with a Host Blue to provide Value-Based Programs to employer on your behalf, the Claims Administrator will follow the same procedures for Value-Based Programs administration and Care Coordinator fees as noted above for the BlueCard Program.

**Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees**

Federal or state laws or regulations may require a surcharge, tax or other fee that applies to self-funded accounts. If applicable, the Claims Administrator will include any such surcharge, tax or other fee as part of the Claim charge passed on to you.

**Nonparticipating Providers Outside the Claims Administrator’s Service Area**

When covered health care Services are provided outside of the Claims Administrator’s service area by nonparticipating providers, the amount you pay for such Services will normally be based on either the Host Blue’s nonparticipating provider local payment or the pricing arrangements required by applicable state law. In these situations, you may be responsible for the difference between the amount that the Nonparticipating Provider bills and the payment the Claims Administrator will make for the covered health care Services as set forth in this paragraph. Federal or state law, as applicable, will govern payments for Out-of-Network emergency Services.

**Blue Cross Blue Shield Global® Core**

If you are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter "BlueCard Service Area"), you may be able to take advantage of Blue Cross Blue Shield Global® Core when accessing covered health care Services. Blue Cross Blue Shield Global® Core is unlike the BlueCard Program available in the BlueCard Service Area in certain ways. For instance, although Blue Cross Blue Shield Global® Core assists you with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when you receive care from providers outside the BlueCard Service Area, you will typically have to pay the providers and submit the Claims yourself to obtain reimbursement for these Services.

If you need medical assistance services (including locating a doctor or Hospital) outside the BlueCard Service Area, you should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, can arrange a Physician appointment or hospitalization, if necessary.

**Inpatient Services**

In most cases, if you contact the service center for assistance, Hospitals will not require you to pay for covered inpatient Services, except for your Deductibles, Coinsurance, etc. In such cases, the Hospital will submit your Claims to the service center to begin Claims processing. However, if you paid in full at the time of Service, you must submit a Claim to receive reimbursement for covered health care Services. You must contact the Claims Administrator to obtain Precertification for non-emergency inpatient Services.

**Outpatient Services**

Physicians, urgent care centers and other outpatient providers located outside the BlueCard Service Area will typically require you to pay in full at the time of Service. You must submit a Claim to obtain reimbursement for covered health care Services.

**Submitting a Blue Cross Blue Shield Global® Core Claim**

When you pay for covered health care Services outside the BlueCard Service Area, you must submit a Claim to obtain reimbursement. For institutional and professional Claims, you should complete a Blue Cross Blue Shield Global® Core Claim form and send the Claim form with the provider’s itemized bill(s) to the Service center (the address is on the form) to initiate Claims processing.
Following the instructions on the Claim form will help ensure timely processing of your Claim. The Claim form is available from the Claims Administrator, the service center or online at www.bcbsglobalcore.com. If you need assistance with your Claim submission, you should call the service center at 1-800-810-BLUE (2583) or call collect at 1-804-673-1177, 24 hours a day, seven days a week.

**Out-of-Country Benefits**

Eligible Services coordinated through the Blue Cross Blue Shield Global® Core (see "Inter-Plan Programs," "Blue Cross Blue Shield Global® Core") program will process at the Network level of coverage.

Call the Blue Cross Blue Shield Global® Core service center within 24 hours of a Medical Emergency at 1-804-673-1177. You will be advised by the service center if Services are not eligible under this program.

If you do not call the Blue Cross Blue Shield Global® Core service center or Services are not eligible under this program, eligible Services will process at the Out-of-Network level of benefits.

Services not covered under the Plan will not be considered for benefits.

**Your Provider Network**

Your provider network is your key to receiving the higher level of benefits. The network includes: thousands of Physicians; a wide range of Specialists; a wide variety of mental health and Substance Abuse providers; community and specialty Hospitals; and laboratories in the health care Plan service area.

To determine if your Physician is in the network, call the Customer Service toll-free telephone number listed on the back of your member ID card.

Getting your care “through the network” also assures you get quality care. All Physicians are carefully evaluated before they are accepted into the network. The Claims Administrator considers educational background, office procedures and performance history to determine eligibility. Then the Claims Administrator monitors care on an ongoing basis through office record reviews and member satisfaction surveys.

Please note that while you or a family member can use the Services of any network Physician or Specialist without a referral and receive the maximum coverage under your health care Plan, you are encouraged to select a personal Physician. This helps establish an ongoing relationship based on knowledge and trust and helps make your care consistent. Your personal Physician can help you select an appropriate Specialist and work closely with that Specialist when the need arises. In addition, primary care providers or their covering Physicians are on call 24/7.

Remember:

If you want to enjoy the higher level of benefits, it is your responsibility to ensure that you receive Network care. You may want to double-check any provider recommendations to make sure the doctor or Facility provider is in the Network. Your provider directory lists Network Providers in our service area and may change from time to time, including as providers or the Claims Administrator initiate or terminate network contracts. Prior to receiving Services, it is recommended that you verify your Provider's Network status with the Claims Administrator, including whether the provider is a Network Provider for your particular Plan. Not every provider is a Network Provider for every Plan. For a list of providers in the directory, visit www.bluecrossmn.com/umnrfi ("Member Sign in" then "Find a Doctor") or call Customer Service at the telephone number listed on the back of your member ID card. For benefit information, refer to the "Summary of Benefits."

**How to Get Your Physicians' Professional Qualifications**

To view Board Certification information, Hospital affiliation or other professional qualifications of your provider, visit your member website at www.bluecrossmn.com/umnrfi, or call Customer Service at the telephone number listed on the back of your member ID card.
**Network Pharmacies**

- **Retail Pharmacy**: Participating retail pharmacies have an arrangement with the Claims Administrator to provide Prescription Drugs to you at an agreed upon price. When you purchase covered Prescription Drugs from a pharmacy in the Network applicable to your health care Plan, present your prescription and ID card to the pharmacist. (Prescriptions that the pharmacy receives by telephone from your Physician or dentist may also be covered.) You should request and retain a receipt for any amounts you have paid if needed for income tax or any other purpose.

If you travel within the United States and need to refill a prescription, call Customer Service for help. They can help you find a Network pharmacy near the area you are visiting. You also can use the member website to find a pharmacy. Once you have the name and address of the Network pharmacy, take the prescription bottle to that pharmacy. The pharmacist will contact your home pharmacy to start the refill process. **Note: Save the new medicine container. This will make it easier to transfer the prescription back to your pharmacy at home.**

- **90dayRx**: 90dayRx Pharmacy includes 90dayRx participating Retail Pharmacy and Mail Order Pharmacy. This option offers savings and convenience for prescriptions you may take on an ongoing, long-term basis.
  - To utilize a 90dayRx participating Retail Pharmacy, verify that your pharmacy participates in the Network and present your prescription for a 90-day fill of the eligible prescription medication.
  - To start using mail order pharmacy:
    - Ask your doctor to write a prescription for up to a 90-day supply, plus refills for up to one year, if appropriate.
      - Complete the Pharmacy Mail Order Form and Health, Allergy & Medication Questionnaire. You can get these forms by calling Customer Service or from your member website. After logging in, click on "Fill Rx" at the top of the home page. Then click on "Health & Benefits Information" and select the "Print Forms" link.
      - Send the completed forms and your payment to the address listed on the mail order form. It usually takes about five days to get your prescription after it has been processed. Your mail order will include directions for ordering refills.

- **Specialty Pharmacy Network Supplier**: The Specialty Pharmacy Network supplier has an agreement, with the Claims Administrator pertaining to the payment and exclusive dispensing of selected Specialty Prescription Drugs provided to you. Please refer to the Covered Services - Prescription Drug Program section for a list of the selected Specialty Prescription Drug categories.
Health Care Management

Medical Management

The Claims Administrator reviews Services to verify that they are Medically Necessary and Appropriate and that the Treatment provided is the proper level of care. All applicable terms and conditions of your Plan including exclusions, Deductibles, Copayments, and Coinsurance provisions continue to apply with an approved Prior Authorization, Admission notification, Precertification, or emergency admission notification.

Prior Authorization, Admission notification, Precertification, or emergency admission notification are required.

Prior Authorization

Prior Authorization is a process that involves a benefits review and determination of Medical Necessity and Appropriateness before a Service is rendered. The Claims Administrator's Prior Authorization list describes the Services for which Prior Authorization is required. The Prior Authorization list is subject to change due to changes in the Claims Administrator's medical policy. The Claims Administrator reserves the right to revise, update and/or add to this list at any time without notice. The most current list is available on the Claims Administrator's website at www.bluecrossmn.com/umnrfi or call Customer Service at the telephone number listed on the back of your member ID card. They will direct your call.

For **inpatient Hospital/Facility Services**, all Network Providers and Minnesota Out-of-Network Participating Providers are required to obtain Prior Authorization for you. You are required to obtain Prior Authorization when you use Nonparticipating Providers, or any Out-of-Network Participating Providers outside Minnesota. Some of these providers may obtain Prior Authorization for you. Verify with your providers if this is a Service they will perform for you or not. **Network Providers and Minnesota Out-of-Network Participating Providers who do not obtain Prior Authorization are responsible for the charges.** When you use a Nonparticipating Provider, or any Out-of-Network Participating Provider outside Minnesota, if Prior Authorization is not obtained and if it is found, at the point the Claim is processed, that Services were not Medically Necessary and Appropriate, you are liable for all of the charges.

For **outpatient Hospital/Facility Services or professional Services**, Minnesota Network Providers and Minnesota Out-of-Network Participating Providers are required to obtain Prior Authorization for you. You are required to obtain Prior Authorization when you use Nonparticipating Providers and any provider outside of Minnesota. Some of these providers may obtain Prior Authorization for you. Verify with your providers if this is a Service they will perform for you or not. **Minnesota Network Providers and Minnesota Out-of-Network Participating Providers who do not obtain Prior Authorization are responsible for the charges.** When you use a Nonparticipating Provider, or any provider outside Minnesota, if Prior Authorization is not obtained and if it is found, at the point the Claim is processed, that Services were not Medically Necessary and Appropriate, you are liable for all of the charges.

The Claims Administrator requires that you or the provider contact them at least 10 working days prior to the provider scheduling the care/Services to determine if the Services are eligible. The Claims Administrator will notify you of their decision within 10 working days, provided that the Prior Authorization request contains all the information needed to review the Service.

**Expedited review determination**

The Claims Administrator will use an expedited review determination when the application of a standard review could seriously jeopardize your life or health or if the attending health care professional believes an expedited review is warranted. When an expedited review is requested, the Claims Administrator will notify you as expeditiously as the medical condition requires, but no later than 72 hours from the initial request, unless more information is needed to determine whether the requested benefits are covered. If the expedited determination is to not authorize Services, you may submit an expedited appeal. See the "Appeals of Adverse Benefit Determinations" section for more information about submitting an expedited appeal.
The Claims Administrator prefers that all requests for Prior Authorization be submitted to them in writing to ensure accuracy. Please call Customer Service at the telephone number listed on the back of your member ID card for the appropriate mailing address for Prior Authorization requests.

**Notifications**

- **Admission notification** is a process whereby the provider, or you, inform the Claims Administrator that you will be admitted for inpatient hospitalization Services. This notice is required in advance of being admitted for the following type of non-emergency Admission. You are required to call the Claims Administrator within 48 hours or as soon as reasonably possible following the Admission.
  - Admission notification is required for an Admission for normal pregnancy, labor and delivery.

- **Emergency Admission notification** is a process whereby the provider, or you, inform the Claims Administrator within 48 hours of an emergency Admission, or as soon as reasonably possible following the Admission.

Network Providers and Minnesota Out-of-Network Participating Providers are required to provide Admission notification and emergency Admission notification for you. If those providers do not provide notification for you, then those providers are responsible for the charges if the Admission is found to be not Medically Necessary and Appropriate.

If you are going to receive care from Nonparticipating Providers, or any Out-of-Network Participating Provider outside Minnesota, you are required to provide notification to the Claims Administrator. Some of these providers may provide notification for you. Verify with your provider if this is a Service they will perform for you or not. For Claims from a Nonparticipating Provider or any Out-of-Network Participating Provider outside Minnesota, if Admission notification is not obtained and it is found, at the point the Claim is processed, that Services were not Medically Necessary and Appropriate, you are liable for all the charges.

You may also be required to obtain Prior Authorization for the Services or procedures while you are inpatient; for instance if you are having elective surgery while inpatient at a Nonparticipating Provider. Please refer to "Prior Authorization” in this section to determine if you, or your provider, are responsible for obtaining any required Prior Authorization(s).

To provide notification, call Customer Service at the telephone number listed on the back of your member ID card. They will direct your call.

**Precertification**

Precertification is a process to provide a review and determination related to a specific request for care or Services. Precertification includes concurrent/length-of-stay review for inpatient Admissions. This notice is required in advance of being admitted for Inpatient Care for the following types of non-emergency Admissions. You or the provider are required to contact the Claims Administrator within 48 hours prior to the inpatient Admission to determine if the Services are eligible.

Precertification is required for the following types of Admissions/facilities:

1. Acute medical and acute behavioral health Admissions;
2. Acute rehabilitation (ACR) Admissions;
3. Long-term acute care (LTAC) Admissions;
4. Skilled Nursing Facilities; and,
5. Residential Behavioral Health Treatment Facilities.

Network Providers and Out-of-Network Participating Providers are required to provide Precertification for you. If those providers do not provide Precertification for you, then those providers are responsible for the charges.

If you are going to receive non-emergency Inpatient Care from Nonparticipating Providers you are required to obtain Precertification from the Claims Administrator. Some of these providers may obtain Precertification for you. Verify with your provider if this is a Service they will perform for you or not. When you use a Nonparticipating Provider if Precertification is not obtained and it is found, at the point the Claim is processed, that Services were not Medically Necessary and Appropriate, you are liable for all the charges.
You may also be required to obtain Prior Authorization for the Services or procedures while you are inpatient; for instance, if you are having elective surgery while inpatient at a Nonparticipating Provider. Please refer to "Prior Authorization" in this section to determine if you, or your provider, are responsible for obtaining any required Prior Authorization(s).

To provide Precertification, call Customer Service at the telephone number listed on the back of your member ID card. They will direct your call.

Overview

The following chart is an overview of the information outlined in the previous section. For more detail, refer to the previous section.

<table>
<thead>
<tr>
<th>Services received from:</th>
<th>Prior Authorization Outpatient</th>
<th>Admission Notification Inpatient</th>
<th>Emergency Admission Notification</th>
<th>Precertification Inpatient</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Network Provider</strong></td>
<td>Network Provider is responsible to request this for you and the provider must send the request in writing at least 10 working days prior to Services.</td>
<td>Network Provider is responsible for completing the notification and the provider must call within 48 hours of Admission or as soon as reasonably possible.</td>
<td>Network Provider is responsible for completing the notification and the provider must call within 48 hours of Admission or as soon as reasonably possible.</td>
<td>Network Provider is responsible to request this for you and the provider must call within 48 hours prior to Admission.</td>
</tr>
<tr>
<td><strong>Minnesota Out-of-Network Participating Provider</strong></td>
<td>Minnesota Out-of-Network Participating Provider is responsible to request this for you and the provider must send the request in writing at least 10 working days prior to Services.</td>
<td>Minnesota Out-of-Network Participating Provider is responsible for completing the notification and the provider must call within 48 hours of Admission or as soon as reasonably possible.</td>
<td>Minnesota Out-of-Network Participating Provider is responsible for completing the notification and the provider must call within 48 hours of Admission or as soon as reasonably possible.</td>
<td>Minnesota Out-of-Network Participating Provider is responsible to request this for you and the provider must call within 48 hours prior to Admission.</td>
</tr>
<tr>
<td><strong>Out-of-Network Participating Provider outside of Minnesota</strong></td>
<td>You are responsible for obtaining the Prior Authorization from the Claims Administrator and you must send the request in writing at least 10 working days prior to Services.</td>
<td>You are responsible for completing the notification to the Claims Administrator and you must call within 48 hours of Admission or as soon as reasonably possible.</td>
<td>You are responsible for completing the notification to the Claims Administrator and you must call within 48 hours of Admission or as soon as reasonably possible.</td>
<td>Out-of-Network Participating Provider outside of Minnesota is responsible to request this for you and the provider must call within 48 hours prior to Admission.</td>
</tr>
<tr>
<td><strong>Nonparticipating Provider</strong></td>
<td>You are responsible for obtaining the Prior Authorization from the Claims Administrator and you must send the request in writing at least 10 working days prior to Services.</td>
<td>You are responsible for completing the notification to the Claims Administrator and you must call within 48 hours of Admission or as soon as reasonably possible.</td>
<td>You are responsible for completing the notification to the Claims Administrator and you must call within 48 hours of Admission or as soon as reasonably possible.</td>
<td>You are responsible for obtaining the prior approval from the Claims Administrator and you must call within 48 hours prior to Admission.</td>
</tr>
</tbody>
</table>
Continuity of Care

Continuity of Care for New Members

If you are a member of a group that is new to the Claims Administrator, this section applies to you. If you are currently receiving care from an Out-of-Network Physician or Specialist, you may request to continue to receive care from this Physician for a special medical need or condition for a reasonable period of time before transferring to a Network Physician as required under the terms of your coverage under the health care Plan. The Claims Administrator will authorize this continuation of care for a terminal Illness in the final stages or for the rest of your life if a Physician, Advanced Practice Nurse, or physician assistant certifies that your life expectancy is 180 days or less. The Claims Administrator will also authorize this continuation of care if you are engaged in a current course of Treatment for any of the following conditions or situations:

Continuation for up to 120 days if you:

1. have an acute condition;
2. have a life-threatening mental or physical Illness;
3. have a physical or mental disability rendering you unable to engage in one (1) or more major life activities provided that the disability has lasted or can be expected to last for at least one (1) year, or that has a terminal outcome;
4. have a disabling or Chronic Condition in an acute phase or that is expected to last permanently;
5. are receiving culturally appropriate Services from a provider with special expertise in delivering those Services; or,
6. are receiving Services from a provider that speaks a language other than English.

Continuation through the postpartum period (six (6) weeks post-delivery) for a pregnancy beyond the first trimester.

Transition to Network Providers

The Claims Administrator will assist you in making the transition from an Out-of-Network to a Network Provider if you request them to do so. Please contact Customer Service for a written description of the transition process, procedures, criteria, and guidelines.

Limitation

Continuity of Care applies only if your provider agrees to: 1) adhere to all of the Claims Administrator’s Prior Authorization requirements and, 2) provide the Claims Administrator with necessary medical information related to your care.

Continuity of Care does not apply to Services that are not covered under the health care Plan, does not extend benefits beyond any existing limits, dollar maximums, or coverage termination dates, and does not extend benefits from one Plan to another.

Provider Termination for Cause

If it is known that the Claims Administrator has terminated its relationship with your provider for cause, the Claims Administrator will not authorize continuation of care with, or transition of care to, that provider. Your transition to a Network Provider must occur on or prior to the date of such termination for you to continue to receive Network benefits.

Continuity of Care for Current Members

If you are a current member or Dependent, this section applies to you. If the relationship between your Network clinic or Physician and the Claims Administrator ends, rendering your clinic or provider Out-of-Network, and the termination was by the Claims Administrator and was not for cause, you may request to continue to receive care for a special medical need or condition for a reasonable period of time before transferring to an Participating Provider as required under the terms of your coverage under the health care Plan. The Claims Administrator will authorize this continuation of care for a terminal Illness in the final stages or for the rest of your life if a Physician, Advanced Practice Nurse, or physician assistant certifies that your life expectancy is 180 days or less. The Claims Administrator will also authorize this continuation of care if you are engaged in a current course of Treatment for any of the following conditions or situations:

Continuation for up to 120 days if you:

1. have an acute condition;
2. have a life-threatening mental or physical illness;
3. have a physical or mental disability rendering you unable to engage in one (1) or more major life activities provided that the disability has lasted or can be expected to last for at least one (1) year, or that has a terminal outcome;
4. have a disabling or Chronic Condition in an acute phase or that is expected to last permanently;
5. are receiving culturally appropriate Services from a provider with special expertise in delivering those Services; or,
6. are receiving Services from a provider that speaks a language other than English.

Continuation through the postpartum period (six (6) weeks post-delivery) for a pregnancy beyond the first trimester.

**Transition to Network Providers**

The Claims Administrator will assist you in making the transition from an Out-of-Network to a Network Provider if you request them to do so. Please contact Customer Service for a written description of the transition process, procedures, criteria, and guidelines.

**Limitation**

Continuity of Care applies only if your provider agrees to: 1) adhere to all of the Claims Administrator’s Prior Authorization requirements and 2) provide the Claims Administrator with necessary medical information related to your care.

Continuity of Care does not apply to Services that are not covered under the health care Plan, does not extend benefits beyond any existing limits, dollar maximums, or coverage termination dates, and does not extend benefits from one Plan to another.

**Provider Termination for Cause**

If it is known that the Claims Administrator has terminated its relationship with your provider for cause, the Claims Administrator will not authorize continuation of care with, or transition of care to, that provider. Your transition to a Network Provider must occur on or prior to the date of such termination for you to continue to receive Network benefits.
General Information

Fraudulent Practices
Coverage for you or your Dependent will be terminated if you or your Dependent engage in fraud of any type, including, but not limited to, submitting fraudulent misstatements about your medical history or eligibility status on the application for coverage; submitting fraudulent, altered, or duplicate billings for personal gain; and/or allowing another party not eligible for coverage under the health care Plan to use your or your Dependent’s coverage.

Payments Made in Error
Payments made in error or overpayments may be recovered by the Claims Administrator as provided by law or equity. This includes the right to recoup from any future benefits to be paid to or on behalf of you or your eligible dependents. Payment made for a specific Service or erroneous payment shall not make the Claims Administrator or the Plan Administrator liable for further payment for the same Service.

Your claims may be reprocessed due to errors in the Allowed Amount paid to Network Providers, Out-of-Network Participating Providers, or Nonparticipating Providers. Claim reprocessing may result in changes to the amount you paid at the time your Claim was originally processed.

Liability for Health Care Expenses
Charges That Are Your Responsibility
Network Providers
When you use Network Providers for Covered Services, payment is based on the Allowed Amount. You are not required to pay for charges that exceed the Allowed Amount. You are required to pay the following amounts:
1. Deductibles and Coinsurance;
2. Copayments;
3. charges that exceed the benefit maximum; and,
4. charges for Services that are not covered.

Out-of-Network Providers
Out-of-Network Participating Providers
When you use Out-of-Network Participating Providers for Covered Services, payment is based on the Allowed Amount. You may not be required to pay for charges that exceed the Allowed Amount. All Out-of-Network Participating Providers in Minnesota accept the Claims Administrator’s payment based on the Allowed Amount. Most Out-of-Network Participating Providers outside Minnesota accept the Claims Administrator’s payment based on the Allowed Amount. However, contact your Out-of-Network Participating Provider outside Minnesota to verify if they accept the Claims Administrator’s payment based on the Allowed Amount (to determine if you will have additional financial liability). You are required to pay the following amounts:
1. charges that exceed the Allowed Amount if the Out-of-Network Participating Provider outside Minnesota does not accept the Claims Administrator’s payment based on the Allowed Amount;
2. Deductibles and Coinsurance;
3. Copayments;
4. charges that exceed the benefit maximum; and,
5. charges for Services that are not covered.

Nonparticipating Providers
When you use Nonparticipating Providers for Covered Services, payment is still based on the Allowed Amount. However, because a Nonparticipating Provider has not entered into a network contract with the Claims Administrator or the local Blue Cross and/or Blue Shield Plan, the Nonparticipating Provider is not obligated to accept the Allowed Amount as payment in full. This means that you may have substantial out-of-pocket expense when you use a Nonparticipating Provider. You are required to pay the following amounts:
1. charges that exceed the Allowed Amount;
2. Deductibles and Coinsurance;
3. Copayments;
4. charges that exceed the benefit maximum;
5. charges for Services that are not covered including Services that the Claims Administrator determined are not covered based on Claims coding guidelines; and,
6. charges for Services that are Investigative or not Medically Necessary and Appropriate.

Medical Policy Committee and Medical Policies
The Claims Administrator applies medical policies in order to determine benefits consistently for members. Internally developed policies are subject to approval by the Claims Administrator’s Medical Policy Committee, which consists of independent community Physicians who represent a variety of medical specialties as well as a clinical psychologist and pharmacist. The remaining policies are approved by other external specialists. For all policies, the Claims Administrator’s goal is to find the right balance between making improved Treatments available and guarding against unsafe or unproven approaches. From time-to-time, new medical policies may be created or existing medical policies may change. Covered benefits will be determined in accordance with the Claims Administrator’s policies in effect at the time Treatment is rendered or, if applicable, Prior Authorization may also be required. Internally developed medical policies can be found at the member website. All medical policies are available upon request.

Children’s Health Insurance Program Notice
Medicaid and the Children’s Health Insurance Program (CHIP) Offer Free or Low-Cost Health Coverage to Children and Families
If you are eligible for health coverage from your employer, but are unable to afford the premiums, some states have premium assistance programs that can help pay for coverage. These states use funds from their Medicaid or CHIP programs to help people who are eligible for employer-sponsored health coverage, but need assistance in paying their health premiums.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a state listed below, you can contact your state Medicaid or CHIP office to find out if premium assistance is available. If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, you can contact your state Medicaid or CHIP office or dial 877-KIDS NOW (toll-free) or www.insurekidsnow.gov to find out how to apply.

If you qualify, you can ask the state if it has a program that might help you pay the premiums for an employer-sponsored plan. Once it is determined that you or your dependents are eligible for premium assistance under Medicaid or CHIP, your employer’s health plan is required to permit you and your dependents to enroll in the plan — as long as you and your dependents are eligible, but not already enrolled in the employer’s plan. This is called a “special enrollment” opportunity, and you must request coverage within 60 days of being determined eligible for premium assistance.

If you live in Minnesota, you may be eligible for assistance paying your employer health plan premiums. You should contact your state for further information on eligibility and CHIP.

Website: www.dhs.state.mn.us
Phone (outside of Twin Cities area): 800-657-3739 (toll-free)
Phone (Twin Cities area): 651-431-2670

If you live in another state, contact the Office of Student Health Benefits to obtain more information about the availability of CHIP coverage.

COBRA Notice
This notice contains important information concerning your right to COBRA continuation coverage – a temporary extension of benefit coverage under the University of Minnesota Residents, Fellows and Interns Health Plan that can become available to you and other eligible members of your family in the event you later lose group coverage through
the right to COBRA continuation was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

Under the University of Minnesota Residents, Fellows and Interns Health Plan, COBRA coverage applies to medical and dental benefits and the flexible spending account. Minnesota state law continuation applies to life insurance benefits.

Note: This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.

This notice provides a summary of your COBRA continuation rights. For more information about your rights and obligations under the University of Minnesota Residents, Fellows and Interns Health Plan and under federal law, you should review the Eligibility section.

Continuation of Coverage

COBRA continuation coverage is a continuation of University of Minnesota Residents, Fellows and Interns Health Plan coverage when coverage would otherwise end because of a life event known as a “qualifying event.” Specific qualifying events are listed later in this notice. COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” A qualified beneficiary is someone who will lose coverage under the University of Minnesota Residents, Fellows and Interns Health Plan because of a qualifying event. Depending on the type of qualifying event, employees, spouses and dependent children may be qualified beneficiaries. Under COBRA, domestic partners are not considered qualified beneficiaries. Under the plan, qualified beneficiaries who elect COBRA continuation coverage must pay the full cost of COBRA continuation coverage.

1. If you are an employee, you will become a qualified beneficiary if you will lose coverage under the University of Minnesota Residents, Fellows and Interns Health Plan due to one of the following qualifying events:
   
   a. your hours of employment are reduced below a 50 to 74 percent time appointment; or
   b. your employment is terminated for any reason other than gross misconduct.

2. If you are the spouse of an employee, you will become a qualified beneficiary if you will lose your coverage under the University of Minnesota Residents, Fellows and Interns Health Plan because any of the following qualifying events:
   
   a. employee dies;
   b. employee’s hours of employment are reduced;
   c. employee’s employment ends for any reason other than his or her gross misconduct;
   d. employee retires at age 65 or over and enrolls in Medicare (Part A, Part B); or
   e. employee divorces.

3. Your dependent children will become qualified beneficiaries if they will lose coverage under the University of Minnesota Residents, Fellows and Interns Health Plan because of any of the following qualifying events:
   
   a. employee dies;
   b. employee’s hours of employment are reduced;
   c. employee’s employment ends for any reason other than his or her gross misconduct;
   d. employee retires at age 65 or over and enrolls in Medicare (Part A, Part B);
   e. dependent child is no longer eligible for coverage because he or she has reached age 26 or has otherwise lost eligibility for the program; or
   f. employee is divorced.

The University of Minnesota Residents, Fellows and Interns Health Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Office of Student Health Benefits has been notified that a qualifying event has occurred. When the qualifying event is the end of employment, reduction of hours of employment, death of the employee, or retirement of an employee age 65 or over and enrollment of same employee in Medicare (Part A, Part B, or both); the employer (department, college, or area) must notify the Office of Student Health Benefits of the qualifying event within 30 days of any of these events. Your coverage will terminate at the end of the month in which a qualifying event has occurred unless you elect COBRA continuation coverage. You have 60 days from the date of loss of coverage to elect COBRA continuation coverage.
**Note:** For other qualifying events – divorce or a dependent child losing eligibility for coverage – you must notify the Office of Student Health Benefits within 30 days after the qualifying event occurs. You must either send a letter or email of notification to: Office of Student Health Benefits, 410 Church St SE, N323, Minneapolis, MN 55455 or umshbo@umn.edu; or call the Office of Student Health Benefits at 612-624-0627 or 800-232-9017 (toll-free). The Office of Student Health Benefits will send you the appropriate form to complete. This form must then be completed and sent to Office of Student Health Benefits at the address above, and postmarked within the 30-day time limitation. Your coverage will terminate at the end of the month in which the qualifying event occurs unless you elect COBRA continuation coverage. You have 60 days from the date of loss of coverage to elect COBRA continuation coverage.

Once the Office of Student Health Benefits notifies the University of Minnesota Residents, Fellows and Interns Health Plan COBRA Administrator that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. For each qualified beneficiary who elects COBRA, coverage will begin on the date the University of Minnesota Residents, Fellows and Interns Health Plan coverage would otherwise have been lost.

### Qualifying Events Determine Length of Coverage

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee the COBRA continuation coverage period continues until coverage would have terminated had this event not occurred.

When the qualifying event is a dependent child losing eligibility or divorce, the COBRA continuation coverage period is 36 months. When the qualifying event is the end of employment or a reduction in the employee's hours of employment, COBRA continuation coverage is available for up to 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

#### 1. Disability extension of the 18-month period of continuation coverage

If you or anyone in your family who is currently covered under the University of Minnesota Residents, Fellows and Interns Health Plan is determined by the Social Security Administration to be disabled at any time during the first **60 days** of COBRA continuation coverage, you and your entire family can receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months.

You must make sure that the Office of Student Health Benefits is notified of the Social Security Administration’s (SSA) determination within **60 days** of the latest of:

- a. the date of the SSA determination,
- b. the date of the qualifying event,
- c. the date of the loss of coverage, or
- d. the date you are informed of your obligation and the procedure to provide this information,

and before the end of the 18-month period of COBRA continuation coverage. This notice should be sent to the University of Minnesota Residents, Fellows and Interns Health Plan COBRA Administrator. If you fail to notify the Office of Student Health Benefits in writing and postmarked within the time limit, you will lose your right to extend coverage due to disability. Under this provision, you must also notify the Office of Student Health Benefits within 30 days if the SSA determination is revoked.

#### 2. Second qualifying event extension of the 18-month period of continuation coverage

If another qualifying event occurs during COBRA continuation coverage, your spouse and dependent children in your family may be eligible for additional months of COBRA continuation coverage, up to a maximum of 36 months. The second qualifying event must be one that would have caused a loss of coverage if your spouse and dependent children in your family were not currently receiving COBRA continuation coverage. This extension is available to the spouse and dependent children if the former employee dies, enrolls in Medicare (Part A, Part B, or both), is divorced. The extension is also available to a dependent child who is no longer eligible under the University of Minnesota Residents, Fellows and Interns Health Plan as a dependent child.
In all of these cases, you must make sure that the Office of Student Health Benefits is notified in writing within 60 days of the second qualifying event. This notice must be sent to the University of Minnesota Residents, Fellows and Interns Health Plan COBRA Administrator. If you fail to notify the Office of Student Health Benefits in writing and postmarked within the time limit, you will lose your right to extend coverage.

**End of COBRA Continuation Coverage**

Your COBRA continuation coverage may be terminated prior to the end of the continuation period for any of the following reasons:

1. University of Minnesota no longer provides group insurance to any of its employees.

2. The premium for your continuation coverage is not paid in a timely fashion.

   Note: You will have 45 days from the date you elect COBRA continuation coverage in which to make your first premium payment to the University of Minnesota Residents, Fellows and Interns Health Plan COBRA Administrator. After the first payment, there is a 30-day grace period for all future payments. For example: All regular COBRA continuation payments are due on the first day of the month. If your payment is due on January 1, your payment must be postmarked within 30 days or January 30. Payments made after the 30-day grace period will be returned to you and all coverage will be cancelled as of the end of the month in which the last regular payment was made.

3. After making your COBRA election, you become covered under another group plan that does not include a pre-existing condition clause that applies to you or eligible dependents.

4. After making your COBRA election, you or your dependents become covered under Medicare (Part A, Part B, or both).

5. A final determination has been made by the Social Security Administration that you are no longer disabled. Termination of coverage is effective in the month that begins more than 30 days after the final determination.

**Cost of Continuation Coverage**

Generally, each qualified beneficiary is required to pay the full premium amount (employer and employee contributions) for the continuation coverage elected. The amount a qualified beneficiary may be required to pay cannot exceed 102% (or, for certain disability coverage, 150%) of the amount similarly situated active employees pay for that coverage. Your election materials will indicate how to determine the premium amount for COBRA continuation coverage.

**Keep Your Plan Informed of Address Changes**

In order to protect the rights of you and your family, you should keep the Office of Student Health Benefits informed of any changes in the addresses of family members. You should also keep a copy for your records of any notices sent by you to Office of Student Health Benefits or to the University of Minnesota Residents, Fellows and Interns Health Plan COBRA Administrator. The Office of Student Health Benefits can be contacted at the information listed below.

**Questions About Billing**

The University of Minnesota Residents, Fellows and Interns Health Plan COBRA Administrator is responsible for administering COBRA continuation coverage. If you have any questions about your billing, you may contact the appropriate University of Minnesota Residents, Fellows and Interns Health Plan COBRA Administrator directly.

1. University of Minnesota Residents, Fellows and Interns Health Plan COBRA Administrator — Medical, Dental and Life Insurance:

   For billing questions about medical or dental benefits or life insurance coverages, the University of Minnesota Residents, Fellows and Interns Health Plan COBRA Administrator is:
Questions About Coverage
If you have questions about your COBRA coverage, you should contact the Office of Student Health Benefits at 612-624-0627, 800-232-9017 (toll-free), or umshbo@umn.edu or you may contact the nearest Regional or District Office of the U.S. Department of Labor’s Employee Benefits Security Administration (EBSA). Addresses and phone numbers of the Regional and District EBSA Offices are available through the EBSA website at www.dol.gov/ebsa.

Extension of Benefits
If you or your Dependent is confined as an inpatient on the date coverage ends due to the replacement of the Claims Administrator, the health care Plan will automatically extend coverage until the date you or your Dependent is discharged from the Facility or the date Plan maximums are reached, whichever is earlier. Coverage is extended only for the person who is confined as an inpatient, and only for inpatient charges incurred during the Admission. For purposes of this provision, "replacement" means that the administrative service agreement with the Claims Administrator has been terminated and your participant maintains continuous group coverage with a new Claims Administrator or insurer.

Coordination of Benefits
This section applies when you have health care coverage under more than one (1) Plan, as defined below. If this section applies, you should look at the Order of Benefits Rules first to determine which Plan determines benefits first. Your benefits under this Plan are not reduced if the Order of Benefits Rules require this Plan to pay first. Your benefits under this Plan may be reduced if another Plan pays first.

Definitions
These definitions apply only to this section.

1. "Plan" is any of the following that provides benefits or Services for, or because of, medical or dental care or Treatment:
   a. group insurance or group-type coverage, whether insured or uninsured. This includes prepayment, group practice, individual practice coverage, and group coverage other than school accident-type coverage;
   b. coverage under a government Plan or one required or provided by law;
   c. individual coverage.
   d. The medical payment ("medpay") or personal injury protection benefit available to you under an automobile insurance policy.

"Plan" does not include a state Plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act as amended from time to time). "Plan" does not include any benefits that, by law, are excess to any private or other nongovernmental program.

"Plan" does not include Hospital indemnity, specified accident, specified disease, or limited benefit insurance policies.
Each contract or other arrangement for coverage is a separate Plan. Also, if an arrangement has two (2) parts and this section applies only to one (1) part, each of the parts is a separate Plan.

2. "This Plan" means the part of the Plan document that provides health care benefits.

3. "Primary Plan/secondary Plan" is determined by the Order of Benefits Rules.

   When this Plan is a primary Plan, its benefits are determined before any other Plan and without considering the other Plan’s benefits. When this Plan is a secondary Plan, its benefits are determined after those of the other Plan and may be reduced because of the other Plan’s benefits.

   When you are covered under more than two (2) Plans, this Plan may be a primary Plan as to some Plans, and may be a secondary Plan as to other Plans.

   Notes:

   a. If you are covered under this Plan and Medicare: this Plan will comply with the Medicare Secondary Payor ("MSP") provisions of federal law, rather than the Order of Benefits Rules in this section, to determine which Plan is a Primary Plan and which is a Secondary Plan. Medicare will be primary and this Plan will be secondary only to the extent permitted by MSP rules. When Medicare is the Primary Plan, this Plan will coordinate benefits up to Medicare's Allowed Amount.

   b. If you are covered under this Plan and TRICARE: this Plan will comply with the TRICARE provisions of federal law, rather than the Order of Benefits Rules in this section, to determine which Plan is a Primary Plan and which is a Secondary Plan. TRICARE will be primary and this Plan will be secondary only to the extent permitted by TRICARE rules. When TRICARE is the Primary Plan, this Plan will coordinate benefits up to TRICARE'S Allowed Amount.

4. "Allowable expense" means the necessary, reasonable, and customary item of expense for health care, covered at least in part by one (1) or more Plans covering the person making the Claim. "Allowable expense" does not include an item of expense that exceeds benefits that are limited by statute or this Plan. "Allowable expense" does not include outpatient Prescription Drugs, except those eligible under Medicare (see number 3 above).

   When a Plan provides benefits in the form of Services, the reasonable cash value of each Service rendered will be considered both an allowable expense and a benefit paid.

5. "Claim determination period" means a Plan Year. However, it does not include any part of a year the person is not covered under this Plan, or any part of a year before the date this section takes effect.
Order of Benefits Rules

1. General: When a Claim is filed under this Plan and another Plan, this Plan is a Secondary Plan and determines benefits after the other Plan, unless:
   a. the other Plan has rules coordinating its benefits with this Plan’s benefits; and
   b. the other Plan’s rules and this Plan’s rules, in part 2. below, require this Plan to determine benefits before the other Plan.

2. Rules: this Plan determines benefits using the first of the following rules that applies:
   a. The Plan that covers a person as automobile insurance medical payment ("medpay") or personal injury protection coverage determines benefits before a Plan that covers a person as a group health Plan enrollee.
   b. Non-Dependent/Dependent: The Plan that covers the person as an employee, member, or subscriber (that is, other than as a Dependent) determines its benefits before the Plan that covers the person as a Dependent.
   c. Dependent child of parents not separated or divorced: When this Plan and another Plan cover the same child as a Dependent of different persons, called "parents":
      1) the Plan that covers the parent whose birthday falls earlier in the year determines benefits before the Plan that covers the parent whose birthday falls later in the year; but
      2) if both parents have the same birthday, the Plan that has covered the parent longer determines benefits before the Plan that has covered the other parent for a shorter period of time.
   However, if the other Plan does not have this rule for children of married parents, and instead the other Plan has a rule based on the gender of the parent, and if as a result the Plans do not agree on the order of benefits, the rule in the other Plan determines the order of benefits.
   d. Dependent child of parents divorced or separated: If two (2) or more Plans cover a Dependent child of divorced or separated parents, this Plan determines benefits in this order:
      1) first, the Plan of the parent with physical custody of the child;
      2) then, the Plan that covers the spouse of the parent with physical custody of the child;
      3) finally, the Plan that covers the parent not having physical custody of the child; or
      4) in the case of joint physical custody, c. above applies.
   However, if the court decree requires one (1) of the parents to be responsible for the health care expenses of the child, and the Plan that covers that parent has actual knowledge of that requirement, that Plan determines benefits first. This does not apply to any Claim determination period or Plan Year during which any benefits are actually paid or provided before the Plan has that actual knowledge.
   e. Active/inactive employee: The Plan that covers a person as an employee who is neither laid-off nor retired (or as that employee’s Dependent) determines benefits before a Plan that covers that person as a laid-off or retired employee (or as that employee’s Dependent). If the other Plan does not have this rule, and if as a result the Plans do not agree on the order of benefits, then this rule is ignored.
   f. Longer/shorter length of coverage: If none of the above determines the order of benefits, the Plan that has covered an employee, member, or subscriber longer determines benefits before the Plan that has covered that person for a shorter time.

Effect on Benefits of This Health Care Plan

When this section applies:

1. When the Order of Benefits Rules require this health care Plan to be a secondary Plan, this part applies. Benefits of this health care Plan may be reduced.

2. Reduction in this Plan’s benefits may occur under circumstances such as the following:
   When the sum of:
   a. the benefits payable for allowable medical expenses under this health care Plan, without applying coordination of benefits, and,
b. the benefits payable for allowable medical expenses under the other Plans, without applying coordination of benefits or a similar provision, whether or not Claim is made, exceed those allowable medical expenses in a Claim determination period. In that case, the benefits of this health care Plan are reduced so that benefits payable under all Plans do not exceed allowable medical expenses.

When medical benefits of this health care Plan are reduced, each benefit is reduced in proportion and charged against any applicable benefit limit of this health care Plan.

**Right to Receive and Release Needed Information**

Certain facts are needed to apply these coordination of benefits rules. The Claims Administrator has the right to decide which facts are needed. The Claims Administrator may get needed facts from, or give them to, any other organization or person. They do not need to tell, or get the consent of, any person to do this. Each person claiming benefits under this Plan must provide any facts needed to pay the Claim.

**Facility of Payment**

A payment made under another Plan may include an amount that should have been paid under This Plan. If this happens, this Plan may pay that amount to the organization that made that payment. That amount will then be considered a benefit under this Plan. This Plan 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 reasonable cash value of the benefits provided in the form of Services.

**Right of Recovery**

If this Plan pays more than it should have paid under these coordination of benefit rules, this Plan may recover the excess from any of the following:

1. the persons this Plan paid for whom this Plan has paid;
2. insurance companies; and
3. other organizations.

The amount paid includes the reasonable cash value of any benefits provided in the form of Services.
Reimbursement and Subrogation

This Plan maintains both a right of reimbursement and a separate right of subrogation. As an express condition of your participation in this Plan, you agree that the health care Plan has the subrogation rights and reimbursement rights explained below.

The Health Care Plan’s Right of Subrogation

If you or your Dependents receive benefits under this Plan arising out of an Illness or injury for which a responsible party is or may be liable, this Plan shall be subrogated to your Claims and/or your Dependents’ Claims against the responsible party.

Obligation to Reimburse the Health Care Plan

You are obligated to reimburse the health care Plan in accordance with this provision if the health care Plan pays any benefits and you, or your Dependent(s), heirs, guardians, executors, trustees, or other representatives recover compensation or receive payment related in any manner to an Illness, accident or condition, regardless of how characterized, from a responsible party, a responsible party’s insurer or your own (first party) insurer. You must reimburse the health care Plan for 100 percent of benefits paid by the health care Plan before you or your Dependents, including minors, are entitled to keep or benefit by any payment, regardless of whether you or your Dependent has been fully compensated and regardless of whether medical or dental expenses are itemized in a settlement agreement, award or verdict.

You are also obligated to reimburse the health care Plan from amounts you receive as compensation or other payments as a result of settlements or judgments, including amounts designated as compensation for pain and suffering, non-economic damages and/or general damages. The health care Plan is entitled to recover from any Plan, person, entity, insurer (first party or third party), and/or insurance policy (including no-fault automobile insurance, an uninsured motorist’s Plan, a homeowner’s Plan, a renter’s Plan, or a liability Plan) that is or may be liable for:

1. the accident, injury, sickness, or condition that resulted in benefits being paid under the health care Plan; and/or
2. the medical, dental, and other expenses incurred by you or your Dependents for which benefits are paid or will be paid under the health care Plan.

Until the health care Plan has been fully reimbursed, all payments received by you, your Dependents, heirs, guardians, executors, trustees, attorneys or other representatives in relation to a judgment or settlement of any Claim of yours or of your Dependent(s) that arises from the same event as to which payment by the health care Plan is related shall be held by the recipient in constructive trust for the satisfaction of the health care Plan’s subrogation and/or reimbursement Claims.

Complying with these obligations to reimburse the health care Plan is a condition of your continued coverage and the continued coverage of your Dependents.

Duty to Cooperate

You, your Dependents, your attorneys or other representatives must cooperate to secure enforcement of these subrogation and reimbursement rights. This means you must take no action - including, but not limited to, settlement of any Claim - that prejudices or may prejudice these subrogation or reimbursement rights. As soon as you become aware of any Claims for which the health care Plan is or may be entitled to assert subrogation and reimbursement rights, you must inform the health care Plan by providing written notification to the Claims Administrator of:

1. the potential or actual Claims that you and your Dependents have or may have;
2. the identity of any and all parties who are or may be liable; and
3. the date and nature of the accident, injury, sickness or condition for which the health care Plan has or will pay benefits and for which it may be entitled to subrogate or be reimbursed.

You and your Dependents must provide this information as soon as possible, and in any event, before the earlier of the date on which you, your Dependents, your attorneys or other representatives:

1. agree to any settlement or compromise of such Claims; or
2. bring a legal action against any other party.
You have a continuing obligation to notify the Claims Administrator of information about your efforts or your Dependents’ efforts to recover compensation.

In addition, as part of your duty to cooperate, **you and your Dependents must complete and sign all forms and papers, including a Reimbursement Agreement**, as required by the health care Plan and provide any other information required by the health care Plan. A violation of the reimbursement agreement is considered a violation of the terms of the health care Plan.

The health care Plan may take such action as may be necessary and appropriate to preserve its rights, including bringing suit in your name or intervening in any lawsuit involving you or your Dependent(s) following injury. The health care Plan may require you to assign your rights of recovery to the extent of benefits provided under the health care Plan. The health care Plan may initiate any suit against you or your Dependent(s) or your legal representatives to enforce the terms of this Plan. The health care Plan may commence a court proceeding with respect to this provision in any court of competent jurisdiction that the health care Plan may elect.

**Attorney’s Fees and Other Expenses You Incur**

The health care Plan will not be responsible for any attorneys’ fees or costs incurred by you or your Dependents in connection with any Claim or lawsuit against any party, unless, prior to incurring such fees or costs, the health care Plan in the exercise of its sole and complete discretion has agreed in writing to pay all or some portion of fees or costs. The common fund doctrine or attorneys’ fund doctrine shall not govern the allocation of attorney’s fees incurred by you or your Dependents in connection with any Claim or lawsuit against any other party and no portion of such fees or costs shall be an offset against the health care Plan’s right to reimbursement without the express written consent of the Claims Administrator.

The Plan Administrator may delegate any or all functions or decisions it may have under this Reimbursement and Subrogation section to the Claims Administrator.

**What May Happen to Your Future Benefits**

If you or your Dependent(s) obtain a settlement, judgment, or other recovery from any person or entity, including your own automobile or liability carrier, without first reimbursing the health care Plan, the health care Plan in the exercise of its sole and complete discretion, may determine that you, your Dependents, your attorneys or other representatives have failed to cooperate with the health care Plan’s subrogation and reimbursement efforts. If the health care Plan determines that you have failed to cooperate the health care Plan may decline to pay for any additional care or Treatment for you or your Dependent(s) until the health care Plan is reimbursed in accordance with the health care Plan terms or until the additional care or Treatment exceeds any amounts that you or your Dependent(s) recover. This right to offset will not be limited to benefits for the insured person or to Treatment related to the injury, but will apply to all benefits otherwise payable under the health care Plan for you and your Dependents.

**Interpretation**

In the event that any Claim is made that any part of this subrogation and right of recovery provision is ambiguous or questions arise concerning the meaning or intent of any of its terms, the Claims Administrator shall have the sole authority and discretion to resolve all disputes regarding the interpretation of this provision.
Identification (ID) Card

If your card is lost or stolen, please contact Customer Service immediately. You can also request additional or replacement cards online by logging onto www.bluecrossmn.com/umnrfl.
Claims Procedures

Under Department of Labor regulations, Claimants are entitled to a full and fair review of any Claims made under this Plan. The Claims procedures described in this booklet are intended to comply with those regulations by providing reasonable procedures governing the filing of Claims, notification of benefit decisions, and appeals of adverse benefit determinations. A Claimant must follow these procedures in order to obtain payment of benefits under this Plan. If the Claims Administrator, in its sole discretion, determines that a Claimant has not incurred a covered expense or that the benefit is not covered under this Plan, no benefits will be payable under this Plan. All Claims and questions regarding Claims should be directed to the Claims Administrator.

Types of Claims

A "Claim" is any request for a Plan benefit made in accordance with these Claims procedures. You become a "Claimant" when you make a request for a Plan benefit in accordance with these Claims procedures. There are four types of Claims, each with different Claim and appeal rules. The primary difference is the timeframe within which Claims and appeals must be determined. A communication regarding benefits that is not made in accordance with these procedures will not be treated as a Claim.

Pre-Service Claim

A "Pre-Service Claim" is any request for a Plan benefit where the Plan specifically conditions receipt of the benefit, in whole or in part, on receiving approval in advance of obtaining the medical care, unless the Claim involves urgent care, as defined below. If the Plan does not require a Claimant to obtain approval of a medical Service prior to getting Treatment, then there is no "Pre-Service Claim." The Claimant simply follows these Claims procedures with respect to any notice that may be required after receipt of Treatment, and files the Claim as a Post-Service Claim.

Urgent Care Claim

An "Urgent Care Claim" is a special type of Pre-Service Claim. An "Urgent Care Claim" is any Pre-Service Claim for medical care or Treatment with respect to which the application of the time periods that otherwise apply to Pre-Service Claims could seriously jeopardize the life or health of the Claimant or the Claimant’s ability to regain maximum function, or, in the opinion of a Physician with knowledge of the Claimant’s medical condition, would subject the Claimant to severe pain that cannot be adequately managed without the care or Treatment that is the subject of the Claim. The Claims Administrator will determine whether a Pre-Service Claim involves urgent care, provided that, if a Physician with knowledge of the Claimant’s medical condition determines that a Claim involves urgent care, the Claim will be treated as an Urgent Care Claim.

IMPORTANT: If a Claimant needs medical care for a condition that could seriously jeopardize his or her life, there is no need to contact the Claims Administrator for prior approval. The Claimant should obtain such care without delay.

Concurrent Care Claim

A "Concurrent Care Claim" arises when the Claims Administrator has approved an ongoing course of Treatment to be provided over a period of time or number of Treatments, and either (a) the Claims Administrator determines that the course of Treatment should be reduced or terminated, or (b) the Claimant requests extension of the course of Treatment beyond that which the Claims Administrator has approved. If the Plan does not require a Claimant to obtain approval of a medical Service prior to getting Treatment, then there is no need to contact the Claims Administrator to request an extension of a course of Treatment. The Claimant follows these Claims procedures with respect to any notice that may be required after receipt of Treatment, and files the Claim as a Post-Service Claim.

Post-Service Claim

A "Post-Service Claim" is any request for a Plan benefit that is not a Pre-Service Claim or an Urgent Care Claim.

Change in Claim Type

The Claim type is determined when the Claim is initially filed. However, if the nature of the Claim changes as it proceeds through these Claims procedures, the Claim may be re-characterized. For example, a Claim may initially be an Urgent Care Claim. If the urgency subsides, it may be re-characterized as a Pre-Service Claim. It is very important to follow the requirements that apply to your particular type of Claim. If you have any questions regarding the type of Claim and/or what Claims procedure to follow, contact the Claims Administrator.
Filing Claims

Except for Urgent Care Claims, discussed below, a Claim is made when a Claimant (or authorized representative) submits a request for Plan benefits to the Claims Administrator. A Claimant is not responsible for submitting Claims for Services received from Network or Out-of-Network Participating Providers. These providers will submit Claims directly to the local Blue Cross and Blue Shield Plan on the Claimant’s behalf and payment will be made directly to these providers. If a Claimant receives Services from Nonparticipating Providers, they may have to submit the Claims themselves. If the provider does not submit the Claims on behalf of the Claimant, the Claimant should send the Claims to the Claims Administrator. The necessary forms may be obtained by contacting the Claims Administrator. A Claimant may be required to provide copies of bills, proof of payment, or other satisfactory evidence showing that they have incurred a covered expense that is eligible for reimbursement.

Payment of a Claim does not preclude the right of the Claims Administrator to deny future Claims or take any action it determines appropriate, including Rescission of the contract and seeking repayment of Claims already paid.

**Urgent Care Claims**

An Urgent Care Claim may be submitted to the Claims Administrator by calling the telephone number located on the back of your ID card.

**Pre-Service Claims**

A Pre-Service Claim (including a Concurrent Care Claim that is also a Pre-Service Claim) is considered filed when the request for approval of Treatment or Services is made and received by the Claims Administrator.

**Post-Service Claims**

A Post-Service Claim must be filed within 30 days following receipt of the medical Service, Treatment or product to which the Claim relates unless (a) it was not reasonably possible to file the Claim within such time; and (b) the Claim is filed as soon as possible and in no event (except in the case of legal incapacity of the Claimant) later than 12 months after the date of receipt of the Service, Treatment or product to which the Claim relates.

**Incorrectly Filed Claims**

These Claims procedures do not apply to any request for benefits that is not made in accordance with these Claims procedures, except that (a) in the case of an incorrectly-filed Pre-Service Claim, the Claims Administrator will notify the Claimant as soon as possible but no later than five (5) days following receipt of the incorrectly-filed Claim; and (b) in the case of an incorrectly-filed Urgent Care Claim, the Claims Administrator will notify the Claimant as soon as possible, but no later than 24 hours following receipt of the incorrectly-filed Claim. The notice will explain that the request is not a Claim and describe the proper procedures for filing a Claim. The notice may be oral unless the Claimant specifically requests written notice.

**Timeframes for Deciding Claims**

**Urgent Care Claims**

The Claims Administrator will decide an Urgent Care Claim as soon as possible, taking into account the medical exigencies, but no later than 72 hours after receipt of the Claim.

**Pre-Service Claims**

The Claims Administrator will decide a Pre-Service Claim within a reasonable time appropriate to the medical circumstances, but no later than 15 days after receipt of the Claim.

**Concurrent Care Extension Request**

If a Claim is a request to extend a concurrent care decision involving urgent care and if the Claim is made at least 24 hours prior to the end of the approved period of time or number of Treatments, the Claims Administrator will decide the Claim within 24 hours after receipt of the Claim. Any other request to extend a concurrent care decision will be decided in the otherwise applicable timeframes for Pre-Service, Urgent Care, or Post-Service Claims.
**Concurrent Care Reduction or Early Termination**

The Claims Administrator's decision to reduce or terminate an approved course of Treatment is an adverse benefit determination that a Claimant may appeal under these Claims procedures, as explained below. The Claims Administrator will notify the Claimant of the decision to reduce or terminate an approved course of Treatment sufficiently in advance of the reduction or termination to allow the Claimant to appeal the adverse benefit determination and receive a decision on appeal before the reduction or termination.

**Post-Service Claims**

The Claims Administrator will decide a Post-Service Claim within a reasonable time, but no later than 30 days after receipt of the Claim.

**Extensions of Time**

A Claimant may voluntarily agree to extend the timeframes described above. In addition, if the Claims Administrator is not able to decide a Pre-Service or Post-Service Claim within the timeframes described above due to matters beyond its control, these timeframes may be extended for up to 15 days, provided the Claimant is notified in writing prior to the expiration of the initial timeframe applicable to the Claim. The notice will describe the matters beyond the Claims Administrator's control that justify the extension and the date by which the Claims Administrator expects to render a decision. No extension of time is permitted for Urgent Care Claims.

**Incomplete Claims**

If any information needed to process a Claim is missing, the Claim will be treated as an incomplete Claim. If an Urgent Care Claim is incomplete, the Claims Administrator will notify the Claimant as soon as possible, but no later than 24 hours following receipt of the incomplete Claim. The notice will explain that the Claim is incomplete, describe the information necessary to complete the Claim and specify a reasonable time, no less than 48 hours, within which the Claim must be completed. The notice may be oral unless the Claimant specifically requests written notice. The Claims Administrator will decide the Claim as soon as possible but no later than 48 hours after the earlier of (a) receipt of the specified information, or (b) the end of the period of time provided to submit the specified information.

If a Pre-Service or Post-Service Claim is incomplete, the Claims Administrator will notify the Claimant as soon as possible. The notice will explain that the Claim is incomplete and describe the information needed to complete the Claim. The timeframe for deciding the Claim will be suspended from the date the Claimant receives the notice until the date the necessary information is provided to the Claims Administrator. The Claims Administrator will decide the Claim following receipt of the requested information and provide the Claimant with written notice of the decision.

**Notification of Initial Benefit Decision**

The Claims Administrator will provide the Claimant with written notice of an adverse benefit determination on a Claim. A decision on a Claim is an "adverse benefit determination" if it is (a) a denial, reduction, or termination of, or (b) a failure to provide or make payment (in whole or in part) for a benefit. The Claims Administrator will provide the Claimant written notice of the decision on a Pre-Service or Urgent Care Claim whether the decision is adverse or not. The Claims Administrator may provide the Claimant with oral notice of an adverse benefit determination on an Urgent Care Claim, but written notice will be furnished no later than three (3) days after the oral notice.

**Appeals of Adverse Benefit Determinations**

**Appeal Procedures**

A Claimant has a right to appeal an adverse benefit determination under these Claims procedures. These appeal procedures provide a Claimant with a reasonable opportunity for a full and fair review of an adverse benefit determination.

The Claims Administrator will follow these procedures when deciding an appeal:

1. An adverse benefit determination includes a denial, reduction, termination of or failure to make a payment for a benefit, or a Rescission of coverage;
2. A Claimant must file an appeal within 180 days following receipt of a notice of an adverse benefit determination;
3. A Claimant will have the opportunity to submit written comments, documents, records, other information, other evidence, and testimony relating to the Claim for benefits;

4. The individual who reviews and decides the appeal will be a different individual than the individual who made the initial benefit decision and will not be a subordinate of that individual, and no individual who reviews and decides appeals is compensated or promoted based on the individual’s support of a denial of benefits;

5. The Claims Administrator will give no deference to the initial benefit decision;

6. The Claims Administrator will take into account all comments, documents, records, and other information submitted by the Claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial benefit decision;

7. The Claims Administrator will, in deciding an appeal of any adverse benefit determination that is based in whole or in part upon a medical judgment, consult with a health care professional with the appropriate training and experience who is neither the same individual who was consulted regarding the initial benefit decision nor a subordinate of that individual;

8. The Claims Administrator will provide the Claimant, upon request, the names of any medical or vocational experts whose advice was obtained in connection with the initial benefit decision, even if the Claims Administrator did not rely upon their advice;

9. The Claims Administrator will provide the Claimant, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant’s Claim; any internal rule, guideline, protocol or other similar criterion relied upon in making the initial benefit decision; an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant’s medical circumstances; and information regarding any voluntary appeals offered by the Claims Administrator;

10. The Claims Administrator will provide a Claimant any new evidence considered, generated, or relied upon prior to making a final benefit determination;

11. The Claims Administrator will provide a Claimant any new rationale for an adverse benefit determination prior to making a final benefit determination; and

12. The Claims Administrator will provide required notices in a culturally and linguistically appropriate manner as directed by the Plan Administrator.

Filing Appeals
A Claimant must file an appeal within 180 days following receipt of the notice of an adverse benefit determination. A Claimant’s failure to comply with this important deadline may cause the Claimant to forfeit any right to any further review under these Claims procedures or in a court of law. An appeal is filed when a Claimant (or authorized representative) submits a written request for review to the Claims Administrator. A Claimant is responsible for submitting proof that the Claim for benefits is covered and payable under the Plan.

Urgent Care Appeals
An urgent care appeal may be submitted to the Claims Administrator by telephone at 1-866-873-5943. The Claims Administrator will transmit all necessary information, including the Claims Administrator’s determination on review, by telephone, fax, or other available similar methods.

Timeframes for Deciding Appeals

Urgent Care Claims
The Claims Administrator will decide the appeal of an Urgent Care Claim as soon as possible, taking into account the medical exigencies, but no later than 72 hours after receipt of the request for review.

Pre-Service Claims
The Claims Administrator will decide the appeal of a Pre-Service Claim within a reasonable time appropriate to the medical circumstances, but no later than 30 days after receipt of the written request for review.
**Post-Service Claims**

The Claims Administrator will decide the appeal of a Post-Service Claim within a reasonable period, but no later than 60 days after receipt of the written request for review.

**Concurrent Care Claims**

The Claims Administrator will decide the appeal of a decision to reduce or terminate an initially approved course of Treatment before the proposed reduction or termination takes place. The Claims Administrator will decide the appeal of a denied request to extend a concurrent care decision in the appeal timeframe for Pre-Service, Urgent Care, or Post-Service Claims described above, as appropriate to the request.

**Notification of Appeal Decision**

The Claims Administrator will provide the Claimant with written notice of the appeal decision. The notification will include the reason for the final adverse benefit determination, reference to the relevant Plan provision(s) and other information as required by ERISA. The Claims Administrator may provide the Claimant with oral notice of an adverse decision on an Urgent Care Claim appeal, but written notice will be furnished no later than three (3) days after the oral notice. If the Claimant does not receive a written response to the appeal within the timeframes described above, the Claimant may assume that the appeal has been denied. Unless these procedures are deemed to be exhausted, the decision by the Claims Administrator on review will be final, binding and conclusive and will be afforded the maximum deference permitted by law. **These Claims procedures must be exhausted before any legal action is commenced.**

Following notification of the appeal decision, a Claimant may appeal further to a voluntary internal appeal or to an external appeal (for eligible Claims). An adverse benefit determination relating to a Claimant’s failure to meet eligibility requirements is not eligible for external review.

**Voluntary Appeals**

A voluntary appeal may be available to a Claimant receiving an adverse decision on a Pre-Service or Post-Service Claim appeal. A Claimant must file a voluntary appeal within 60 days following receipt of the adverse Pre-Service or Post-Service Claim appeal decision. A voluntary appeal is filed when a Claimant (or authorized representative) submits a written request for a voluntary appeal to the Claims Administrator. The Claims Administrator will provide the Claimant with written notice of voluntary appeal decision. For more information on the voluntary appeals process, contact the Claims Administrator.

**External Review**

**Standard External Review**

You may file a request for an external review within four (4) months after the date of receipt of a notice of an adverse benefit determination or final internal adverse benefit determination. The 4 month external review process period begins on the 30th calendar day following our receipt of the appeal. External review applies to claims which involve:

a. medical judgement in the making of the decision;

b. preexisting condition review; or

c. coverage rescission determinations.

1. Within five (5) business days following the date of receipt of the external review request, the Claims Administrator will complete a preliminary review of the request to determine whether:

a. you are or were covered under the Plan at the time the health care item or Service was requested or, in the case of a retrospective review, were covered under the Plan at the time the health care item or Service was provided;

b. the adverse benefit determination or the final adverse benefit determination is not based on the fact that you were not eligible under the Plan;
c. you have exhausted the Plan’s internal appeal process (unless exhaustion is not required); and

d. you have provided all the information and forms required to process an external review. You will be notified if
the request is not eligible for external review. If your request is not complete, but eligible, the Claims
Administrator will tell you what information or materials are needed to complete the request and will give you
48 hours (or more) to provide the required information.

2. The Claims Administrator will assign an accredited independent review organization (IRO) to conduct the external
review.

The IRO will utilize legal experts where appropriate to make coverage determinations under the Plan and will notify
you in writing of the request's eligibility and acceptance for external review. You may submit additional information
in writing to the IRO within 10 business days that the IRO must consider when conducting the external review.

The Claims Administrator will provide documents and any information considered in making the adverse benefit
determination or final internal adverse benefit determination to the IRO.

The IRO will review all of the information and documents timely received and is not bound by the Claims
Administrator’s prior determination. The IRO may consider the following in reaching a decision:

a. your medical records;

b. the attending health care professional’s recommendation;

c. reports from appropriate health care professionals and other documents submitted by the Claims
Administrator, you, or your treating provider;

d. the terms of the Plan;

e. evidence-based practice guidelines;

f. any applicable clinical review criteria developed and used by the Claims Administrator; and

g. the opinion of the IRO’s clinical reviewer or reviewers after considering information noted above as
appropriate.

The IRO will provide written notice of the final external review decision within 45 days after the IRO receives the
request for external review. The notice will contain a general description of the reason for the request for external
review and a discussion of the principal reason or reasons for its decision, including the rationale for its decision
and any evidence-based standards that were relied on in making its decision. Decisions of the IRO related to
medical necessity of the claim will be considered final.

**Expedited External Review**

1. You may request an expedited external review when you receive:

a. an adverse benefit determination that involves a medical condition for which the timeframe for completion of
an expedited internal appeal under the interim final regulations would seriously jeopardize your life or health or
would jeopardize your ability to regain maximum function and you have filed a request for an expedited
internal appeal; or

b. a final internal adverse benefit determination, if you have a medical condition where the timeframe for
completion of a standard external review would seriously jeopardize your life or health or would jeopardize
your ability to regain maximum function, or if the final internal adverse benefit determination concerns an
Admission, availability of care, continued stay, or health care item or Service for which you received
emergency Services, but have not been discharged from a Facility.

2. Immediately upon receipt of the request for expedited external review, the Claims Administrator will determine
whether the request meets the reviewability requirements noted above for standard external review and will notify
you of its eligibility determination.

3. When the Claims Administrator determines that your request is eligible for external review an IRO will be assigned.
The Claims Administrator will provide all necessary documents and information considered in making the adverse
benefit determination or final internal adverse benefit determination to the IRO by any available expeditious
method.

The IRO must consider the information or documents provided and is not bound by the Claims Administrator’s
prior determination.
4. The IRO will provide notice of the final external review decision as expeditiously as your medical condition or circumstances require, but in no event more than 72 hours after the IRO receives the request for an expedited external review. If the IRO’s notice is not in writing, the IRO must provide written confirmation of the decision within 48 hours to the Claimant and the Plan.

**Additional Provisions**

**Authorized Representative**

A Claimant may appoint an “authorized representative” to act on his or her behalf solely with respect to an appeal of an adverse benefit determination or an inquiry concerning an adverse benefit decision. To appoint an authorized representative, a Claimant must complete a form that can be obtained from the Claims Administrator. However, in connection with an Urgent Care Claim, the Claims Administrator will permit a health care professional with knowledge of the Claimant’s medical condition to act as the Claimant’s authorized representative without completion of this form. Once an authorized representative is appointed, all future communication from the Claims Administrator will be made with the representative rather than the Claimant, unless the Claimant provides specific written direction otherwise. An assignment for purposes of payment (e.g., to a health care professional) does not constitute an appointment of an authorized representative under these Claims procedures. Any reference in these Claims procedures to Claimant is intended to include the authorized representative of such Claimant.

A Claimant may not assign to any other person or entity his or her right to legally challenge any decision, action, or inaction of the Claims Administrator.

**Office of Student Health Benefits Review Process for Eligibility, Enrollment, or Other Administrative Issues**

If you are disputing a determination concerning an eligibility, enrollment, or other administrative issue, you may also contact the Office of Student Health Benefits (OSHB) directly, by telephone (612-624-0627 or 1-800-232-9017), fax (612-626-5183), or by mail to Office of Student Health Benefits, University of Minnesota, 410 Church Street S.E., N323, Minneapolis, MN 55455. You must contact the Office of Student Health Benefits within 90 days of the date that the eligibility, enrollment, or other administrative issue first became apparent.

The OSHB representative will first assist you in trying to resolve the concern on an informal basis. If you are unable to resolve your concern informally, a written request for review, including the concerns you have about your eligibility, enrollment, or other administrative issue, plus supporting documentation, can be submitted. You will receive a telephone or written response from the OSHB as soon as possible, but not later than 30 days following the University’s receipt of your request for review.

**Office of Student Health Benefits Review Committee Appeal Process**

In certain limited circumstances, if your claim for benefits under the plan is wholly or partially denied at the level of the Independent Review Organization (IRO), you may request a review of your claim by the Office of Student Health Benefits Review Committee. Reviews by the Office of Student Health Benefits Review Committee are limited to issues related to the procedures and processes used by the Claims Administrator in making claims decisions and not to the medical necessity of the claim where the final decision is made by the IRO. You may also request a review by the Office of Student Health Benefits Review Committee if you do not agree with the response from the OSHB for eligibility, enrollment or other administrative issues.

Your request must be in writing and be received by fax (612-626-0808) or by mail at Office of Student Health Benefits, University of Minnesota, 410 Church Street S.E., N323, Minneapolis, MN, 55455, within 60 days of the denial of your coverage. A written decision will be sent to you from the Office of Student Health Benefits Review Committee within 30 days of the receipt of your request for review.
Within 60 days of receiving a denial of coverage from the Office of Student Health Benefits Review Committee, you may submit a final appeal to the Office of Student Health Benefits Director. You should submit your written request for appeal to Office of Student Health Benefits, University of Minnesota, 410 Church Street S.E., N323, Minneapolis, MN, 55455. The Office of Student Health Benefits Director will render a final written decision regarding your appeal within 45 days of your written request.

**Claims Payment**

When a Claimant uses Network or Out-of-Network Participating Providers, the Plan pays the provider. When a Claimant uses a Nonparticipating Provider, the Plan pays the Claimant. A Claimant may not assign his or her benefits to a Nonparticipating Provider, except when parents are divorced. In that case, the custodial parent may request, in writing, that the Plan pay a Nonparticipating Provider for Covered Services for a child. When the Plan pays the provider at the request of the custodial parent, the Plan has satisfied its payment obligation. This provision may be waived for ambulance providers in Minnesota and certain institutional and medical/surgical providers outside the state of Minnesota at the discretion of the Claims Administrator.

The Plan does not pay Claims to providers or to employees for Services received in countries that are sanctioned by the United States Department of Treasury’s Office of Foreign Assets Control (OFAC), except for Medical Emergency Services when payment of such Services is authorized by OFAC. Countries currently sanctioned by OFAC include Cuba, Iran, and Syria. OFAC may add or remove countries from time to time.

**No Third Party Beneficiaries**

The Plan benefits described in this benefit booklet are intended solely for the benefit of you and your covered Dependents. No person who is not a Plan participant or Dependent of a Plan participant may bring a legal or equitable Claim or cause of action pursuant to this benefit booklet as an intended or third party beneficiary or assignee hereof.

**Release of Records**

Claimants agree to allow all Health Care Providers to give the Claims Administrator needed information about the care that they provide to them. This includes information about care received prior to the Claimants enrollment with the Claims Administrator where necessary. The Claims Administrator may need this information to process Claims, conduct utilization review, Care Management, quality improvement activities, reimbursement and subrogation, and for other health Plan activities as permitted by law. If a provider requires special authorization for release of records, Claimants agree to provide this authorization. A Claimant’s failure to provide authorization or requested information may result in denial of the Claimant’s Claim.

**Right of Examination**

The Claims Administrator and the Plan Administrator each have the right to ask a Claimant to be examined by a provider during the review of any Claim. The Plan pays for the exam whenever either the Claims Administrator or the Plan Administrator requests the exam. A Claimant’s failure to comply with this request may result in denial of the Claimant’s Claim.
General Provisions

Residents, Fellows and Interns Health Plan Administration

Residents, Fellows and Interns Health Plan Administrator

The general administration of the Residents, Fellows and Interns Health Plan and the duty to carry out its provisions is vested in the University of Minnesota, Office of Student Health Benefits. The Office of Student Health Benefits will perform such duties on behalf of the University, provided it may delegate such duty or any portion thereof to a named person, including employees and agents of the University, and may from time to time revoke such authority and delegate it to another person. Any delegation of responsibility must be in writing and accepted by the designated person. Notwithstanding any designation or delegation of final authority with respect to claims, the Residents, Fellows and Interns Health Plan Administrator generally has final authority to administer the Plan.

Powers and Duties of the Residents, Fellows and Interns Health Plan Administrator

The Residents, Fellows and Interns Health Plan Administrator will have the authority to control and manage the operation and administration of the Plan. This will include all rights and powers necessary or convenient to carry out its functions as Plan Administrator. Without limiting that general authority, the Plan Administrator will have the express authority to:

1. construe and interpret the provisions of the Plan and decide all questions of eligibility.
2. prescribe forms, procedures, policies, and rules to be followed by you and other persons claiming benefits under the Plan;
3. prepare and distribute information to you explaining the Plan;
4. receive from you and any other parties the necessary information for the proper administration of eligibility requirements under the Plan;
5. receive, review, and maintain reports of the financial condition and receipts and disbursements of the Plan; and
6. to retain such actuaries, accountants, consultants, third party administration service providers, legal counsel, or other specialists, as it may deem appropriate or necessary for the effective administration of the Plan.

Actions of the Residents, Fellows and Interns Health Plan Administrator

The Residents, Fellows and Interns Health Plan Administrator may adopt such rules as it deems necessary, desirable, or appropriate. All determinations, interpretations, rules, and decisions of the Residents, Fellows and Interns Health Plan Administrator shall be made in its sole discretion and shall be conclusive and binding upon all persons having or claiming to have any interest or right under the Plan. All rules and decisions of the Residents, Fellows and Interns Health Plan Administrator will be uniformly and consistently applied so that all individuals who are similarly situated will receive substantially the same treatment.

The Residents, Fellows and Interns Health Plan Administrator may contract with one (1) or more service agents, including the Claims Administrator, to assist in the handling of claims under the Plan and/or to provide advice and assistance in the general administration of the Plan. Such service agent(s) may also be given the authority to make payments of benefits under the Plan on behalf of and subject to the authority of the Residents, Fellows and Interns Health Plan Administrator. Such service agent(s) may also be given the authority to determine claims in accordance with procedures, policies, interpretations, rules, or practices made, adopted, or approved by the Residents, Fellows and Interns Health Plan Administrator.
Termination or Changes to the Residents, Fellows and Interns Health Plan

No agent can legally change the Residents, Fellows and Interns Health Plan or waive any of its terms.

The University reserves the power at any time to terminate, modify or amend, in whole or in part, any or all provisions of the Residents, Fellows and Interns Health Plan. Any amendment to this Residents, Fellows and Interns Health Plan may be effected by a written resolution adopted by the University of Minnesota's Students Health Benefits Office. The Residents, Fellows and Interns Health Plan Administrator will communicate any adopted changes to the covered persons.

Funding

This Residents, Fellows and Interns Health Plan is funded by contributions from the plan and/or participants. Benefits are paid from the Plan’s general assets. Your contribution towards the cost of coverage under the Residents, Fellows and Interns Health Plan will be determined by the Plan each year and communicated to you prior to the effective date of any change in the cost of coverage.

Controlling Law

Except as they may be subject to federal law, any questions, claims, disputes, or litigation concerning or arising from the Residents, Fellows and Interns Health Plan will be governed by the laws of the State of Minnesota.
Customer Service

Whether it is for help with a Claim or a question about your benefits, you can call your Customer Service telephone number or log onto the Claims Administrator’s member website both located on the back of your ID card.

A Customer Service representative can also help you with any coverage inquiry. Representatives are trained to answer your questions quickly, politely and accurately.

The Customer Service staff will provide interpreter services to assist you if needed. This includes spoken language and hearing interpreters.
XVIII: 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.

Please share this Notice with your covered spouse, as well as any other covered dependents. This Notice also applies to their medical information.

A. University of Minnesota-Sponsored Residents, Fellows and Interns Health Plan Covered by this Notice

This notice describes the practices of the following group health plan (collectively, the “Plan”) and will apply to you to the extent you participate in these plans. If you participate in other plans, you may receive additional notices: Residents, Fellows and Interns Health Plan.

B. Your Protected Health Information

This Notice describes your rights concerning your protected health information ("PHI") and how the Residents, Fellows and Interns Health Plan may use and disclose that information. Your PHI is individually identifiable information about your past, present, or future health or medical condition, health care services provided to you, or the payment for healthcare services. Federal law including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requires the Residents, Fellows and Interns Health Plan to provide you with this Notice. If you would like to receive this Notice in another language or format, please use the Contact Information at the end of this Notice to contact us for assistance.

C. How the Residents, Fellows and Interns Health Plan Uses and Discloses your PHI

The Residents, Fellows and Interns Health Plan may use and disclose your PHI:

- **For Treatment** or the coordination of your care. For example, we may disclose information about your medical providers to emergency physicians to help them obtain information that will help in providing medical care to you.

- **For Payment** purposes, such as determining your eligibility for benefits, facilitating payment for services you receive, and coordinating benefits with other plans you may have. For example, we may share your PHI with third party administrators we hire to process claims and provider other administrative services.

- **For Health Care Operations** necessary to operate and manage our business activities related to providing and managing your health care coverage. For example, the Residents, Fellows and Interns Health Plan might suggest a disease management or wellness program that could help improve your health, or we may analyze data to determine how to improve services. Although our plan administrators are independent organizations, contracted separately with the University to safeguard your PHI, they may share PHI for the treatment, health care, and payment operations described in this notice.

- **To the Plan Sponsor**, the University of Minnesota, in order to provide summary health information and enrollment and disenrollment information. In addition, provided that the University of Minnesota as the Plan Sponsor agrees, as required by federal law, to certain restrictions on its use and disclosure of any information we share, we may share other health information with the Plan Sponsor for purposes of plan administration.

- **To the Health Plan Components within the Residents, Fellows and Interns Health Plan** in order to facilitate claims payment and certain health care operations of the other plans.
● **To Persons Involved With Your Care** or those who help pay for your care (such as a family member) when you are incapacitated, in an emergency, or when you agree or fail to object when given the opportunity. If you are unavailable or unable to object, we will use our best judgment to decide if the disclosure is in your best interest.

● **To Organizations Referred to as Business Associates** that perform functions on our behalf or provide us with services, if the information is necessary for such functions or services. For example, we periodically retain an organization to audit our Plan administrators, to assure we are receiving high quality services. Such an auditing organization and any of our other business associates are required, under contract with us, to protect the privacy of your information and are not allowed to use or disclose any information other than as specified in our contract.

● **For Plan Evaluation**, determining plan rates, underwriting, or making decisions about enhancements and modifications for future plans and coverage. We do not use and are not permitted to use any PHI that is genetic information for underwriting purposes.

● **For Public Health Activities** such as reporting or preventing disease outbreaks.

● **For Reporting Victims of Abuse, Neglect, or Domestic Violence** to government authorities that are authorized by law to receive such information, including a social service or protective service agency.

● **For Health Oversight Activities** to a health oversight agency for activities authorized by law, such as licensure, governmental audits, and fraud and abuse investigations.

● **For Judicial or Administrative Proceedings** such as in response to a court order, subpoena, discovery request, or other lawful process.

● **For Law Enforcement Purposes** such as responding to requests from administrative agencies, responding to requests to locate missing persons, reporting criminal activity, or providing information about victims of crime.

● **To Provide Information Regarding Decedents** to a coroner or medical examiner to identify a deceased person, determine a cause of death, or as authorized by law. We may also disclose information to funeral directors as necessary to carry out their duties.

● **For Organ Procurement Purposes** to entities that handle procurement, banking, or transplantation of organs, eyes, or tissue to facilitate donation and transplantation.

● **For Research Purposes** such as research related to the evaluation of certain treatments or the prevention of disease or disability, if the research study meets applicable privacy law requirements.

● **To Avoid a Serious Threat to Health or Safety** to you, another person, or the public. For example, we may disclose information to public health agencies or law enforcement authorities in the event of an emergency or natural disaster.

● **For Specialized Government Functions** such as national security and intelligence activities, protective services for the President of the United States and others, and military and veteran activities (if you are a member of the Armed Forces). If you are an inmate at a correctional institution, we may use or disclose your PHI to provide health care to you or to protect your health and safety or that of others or the security of the correctional institution.

● **For Workers' Compensation** as authorized by, or to the extent necessary to comply with, state workers' compensation laws that govern job-related injuries or illness.
The Residents, Fellows and Interns Health Plan will not use or disclose your PHI without your written authorization:

- **For marketing purposes**, unless the marketing is in the form of a face-to-face interaction with you (such as at a University health and benefits fair) or involves providing you with a gift of nominal value (such as mailing you a calendar highlighting certain dates related to your Wellness Program or health plan coverage).

- **As part of a sale to a third party**, unless the transaction is specifically permitted under HIPAA, such as the sale of an entire business operation.

- **Where your PHI is psychotherapy notes**, unless the use and disclosure is required by law, is at issue in a legal action brought by you, is related to treatment, payment, or healthcare operations, or certain other limited circumstances such as oversight of the provider who treated you.

- **For any other purpose** not identified in this Notice.

If you give us authorization to release your PHI, we cannot guarantee that the person to whom the information is provided will not disclose the information. You may take back or "revoke" your written authorization at any time in writing, except if we have already acted based on your authorization. To revoke your authorization, send a written request to the address listed in the Contact Information section included in this Notice.

D. Your Rights Concerning your PHI:

- **You have the right to ask to restrict** uses or disclosures of your PHI for treatment, payment, or health care operations. You also have the right to ask to restrict disclosures to family members or to others who are involved in your health care or payment for your health care. Any such requests must be in writing and must state the specific restriction you are requesting. Submit your request in writing to the address listed in the Contact Information section of this Notice. Please note that while we will try to honor your request, we are not required to agree to any restriction.

- **You have the right to ask to receive confidential communications** of your PHI in a certain manner or at a certain place (for example, by sending information to a P.O. Box instead of your home address). We will accommodate reasonable requests where you indicate that a disclosure of all or part of your PHI could endanger you. Your request must be made in writing or via email using the information listed in the Contact Information section of this Notice.

- **You have the right to inspect and obtain a copy** of your PHI that is maintained in a “designated record set.” The designated record set consists of records used in making payment, claims determinations, medical management, and other decisions. You must make a written request to inspect and copy your PHI. Mail your request to the address listed in the Contact Information section included in this Notice. We may charge a reasonable fee for any copies. In certain limited circumstances, we may deny your request to inspect and copy your PHI. If we deny your request, you have the right to have the denial reviewed. If we maintain an electronic health record containing your health information, when and if we are required by law, you will have the right to request that we send a copy of your health information in an electronic format to you or to a third party that you identify. We may charge a reasonable fee for sending the electronic copy of your health information.

- **You have the right to ask to amend PHI** we maintain about you if you believe the information is wrong or incomplete. Your request must be in writing and must provide the reasons for the requested amendment. Mail your request to the address listed in the Contact Information section of this Notice. If we deny your request, you may have a statement of your disagreement added to your health information.
● **You have the right to receive an accounting** of certain disclosures of your PHI made by the Residents, Fellows and Interns Health Plan during the six years prior to your request. This accounting will not include disclosures of information made: (a) for treatment, payment, and health care operations purposes; (b) to you or pursuant to your authorization; (c) to correctional institutions or law enforcement officials; and (d) certain other disclosures for which federal law does not require us to provide an accounting. Your request must be in writing and mailed to the address listed in the Contact Information section of this Notice. If you make multiple requests for an accounting of disclosures in any 12 month period, we may charge you a reasonable fee to provide the accounting.

● **You have the right to a paper copy of this notice.** You may ask for a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. Submit your request in writing by mail or email using the information listed in the Contact Information section of this Notice.

**E. Complaints**

You may file a complaint if you believe your privacy rights have been violated. Use the mailing address, email address, or phone number listed in the Contact Information section of this Notice to file your complaint with us. You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services. We will not take any action against you for filing a complaint.

**F. The Residents, Fellows and Interns Health Plan’s Duties Concerning your PHI**

The Residents, Fellows and Interns Health Plan is required to maintain the privacy of your protected health information, provide you this Notice of its legal duties and privacy practices, follow the terms of the Notice currently in effect, and provide you with notice in the event of a breach of any of your unsecured PHI. The Residents, Fellows and Interns Health Plan reserves the right to change the terms of this Notice at any time. Any new Notice will be effective for all PHI that the Residents, Fellows and Interns Health Plan then maintains, as well as any PHI the Residents, Fellows and Interns Health Plan later receives or creates. Unless otherwise required by law, any new Notice will be effective as of its effective date.

**G. Contact Information**

If you have questions or need further information, please contact:

Office of Student Health Benefits
University of Minnesota
410 Church Street S.E., N323
Minneapolis, MN 55455

612-624-0627 or 1-800-232-9017
umshbo@umn.edu

**Effective Date of this Notice: September 23, 2013**
Terms You Should Know

90dayRx - Participating 90dayRx Retail Pharmacies and Mail Service Pharmacy used for the dispensing of a supply of long-term Prescription Drug refills.

Accountable Care Organization (ACO) - A group of Physicians, other health care professionals, Hospitals, and other Health Care Providers that accept a shared responsibility to deliver a broad set of medical Services to a defined set of patients.

Admissions - A period of one (1) or more days and nights while you occupy a bed and receive Inpatient Care in a Facility.

Advanced Practice Nurses - Licensed registered nurses who have gained additional knowledge and skills through an organized program of study and clinical experience that meets the criteria for advanced practice established by the professional nursing organization having the authority to certify the registered nurse in the advanced nursing practice. Advanced Practice Nurses include clinical nurse Specialists (C.N.S.), nurse practitioners (N.P.), certified registered nurse anesthetists (C.R.N.A.), and certified nurse midwives (C.N.M.).

Aftercare/Continuing Care Services - The stage following discharge, when the patient no longer requires Services at the intensity required during primary Treatment.

Allowed Amount - The amount that payment is based on for a given Covered Service of a specific provider. The Allowed Amount may vary from one provider to another for the same Service. All benefits are based on the Allowed Amount, except as specified in the "Summary of Benefits." For Network Providers, the Allowed Amount is the negotiated amount of payment that the Network Provider has agreed to accept as full payment for a Covered Service at the time your Claim is processed. The Claims Administrator periodically may adjust the negotiated amount of payment at the time your Claim is processed for Covered Services at Network Providers as a result of expected settlements or other factors. The negotiated amount of payment with Network Providers for certain Covered Services may not be based on a specified charge for each Service. Through annual or other global settlements, rebates, prospective payments or other methods, the Claims Administrator may adjust the amount due to Network Providers without reprocessing individual Claims. These annual or other global adjustments will not cause any change in the amount you paid at the time your Claim was processed. If the payment to the provider is decreased, the amount of the decrease is credited to the Claims Administrator, and the percentage of the Allowed Amount paid by the Claims Administrator is lower than the stated percentage for the Covered Service. If the payment to the provider is increased, the Claims Administrator pays that cost on your behalf, and the percentage of the Allowed Amount paid is higher than the stated percentage.

The Allowed Amount for All Nonparticipating Providers

For Nonparticipating Providers, the Allowed Amount may also be determined by the provider type, provider location, and the availability of certain pricing methods. The Allowed Amount may not be based upon or related to a usual, customary or reasonable charge. The Claims Administrator will pay the stated percentage of the Allowed Amount for a Covered Service. In most cases, the Claims Administrator will pay this amount to you. The determination of the Allowed Amount is subject to all business rules as defined in the Claims Administrator’s Provider Policy and Procedure Manual. As a result, the Claims Administrator may bundle Services, take multiple procedure discounts and/or other reductions as a result of the procedures performed and billed on the Claim. No fee schedule amounts include any applicable tax.

The Allowed Amount for Nonparticipating Providers In Minnesota

For Nonparticipating Provider Services within Minnesota, except those described under Special Circumstances below, the Allowed Amount will be based upon one of the following payment options to be determined at the Claims Administrator’s discretion: (1) a percentage, not less than 100%, of the Medicare Allowed Charge for the same or similar Service; (2) a percentage of billed charges; or, (3) pricing based upon a nationwide provider reimbursement database. The payment option selected by the Claims Administrator may result in an Allowed Amount that is a lower amount than if calculated by another payment option.
When the Medicare Allowed Charge is not available, the pricing method may also be determined by factors such as type of Service, Place of Service, reason for care, and type of provider at the point the Claim is received by the Claims Administrator.

**The Allowed Amount for Nonparticipating Provider Services Outside Minnesota**

For Nonparticipating Provider Physician or clinic Services outside of Minnesota, except those described under Special Circumstances below, the Allowed Amount will be based upon one of the following payment options to be determined at the Claims Administrator’s discretion: (1) a percentage, not less than 100%, of the Medicare Allowed Charge for the same or similar Service; (2) a percentage of billed charges; (3) pricing determined by another Blue Cross or Blue Shield Plan; or, (4) fee negotiations. The payment option selected by the Claims Administrator may result in an Allowed Amount that is a lower amount than if calculated by another payment option. When the Medicare Allowed Charge is not available, the pricing method may also be determined by factors such as type of Service, Place of Service, reason for care, and type of provider at the point the Claim is received by the Claims Administrator.

**Special Circumstances**

There may be circumstances where you require immediate medical or surgical care and you do not have the opportunity to select the provider of care, such as in the event of a Medical Emergency. Some Hospital-based providers (e.g., anesthesiologists) may not be Participating Providers. Typically, when you receive care from Nonparticipating Providers, you are responsible for the difference between the Allowed Amount and the provider’s billed charges. However, in circumstances where you needed care, and were not able to choose the provider who rendered such care, the Claims Administrator may pay an additional amount. The extent of reimbursement in these circumstances may also be subject to federal law. The extent of reimbursement in certain Medical Emergency circumstances may also be subject to state and federal law - please refer to “Emergency Care Services” for coverage of benefits.

If you have questions about the benefits available for Services to be provided by a Nonparticipating Provider, you will need to speak with your provider and you may call Customer Service at the telephone number listed on the back of your member ID card for more information.

**Applied Behavioral Analysis** - The design, implementation and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior or to prevent loss of attained skill or function, including the use of direct observation, measurement and functional analysis of the relations between environment and behavior.

**Artificial Insemination (AI)** - The introduction of semen from a donor (which may have been a preserved specimen), into a woman's vagina, cervical canal, or uterus by means other than sexual intercourse.

**Assisted Fertilization** - Any method used to enhance the possibility of conception through retrieval or manipulation of the sperm or ovum. This includes, but is not limited to, Artificial Insemination, In Vitro Fertilization (IVF), Gamete Intra-Fallopian Transfer (GIFT), Zygote Intra-Fallopian Transfer (ZIFT), Tubal Embryo Transfer (TET), Peritoneal Ovum Sperm Transfer, Zona Drilling, and sperm microinjection.

**Autism Spectrum Disorders** - Any of the pervasive developmental disorders defined by the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, or its successor, including autistic disorder, Asperger's disorder and pervasive developmental disorder not otherwise specified.

**BlueCard Program** - A Blue Cross and Blue Shield program which allows you to access covered health care Services while traveling outside of your service area. You must use Network Providers of a Host Blue and show your member ID card to secure BlueCard Program access.

**Board-Certified** - A designation given to those Physicians who, after meeting strict standards of knowledge and practices, are certified by the professional board representing their specialty.
Brand Drug - A recognized trade name Prescription Drug product, usually either the innovator product for new Prescription Drugs still under patent protection or a more expensive product marketed under a brand name for multi-source Prescription Drugs and noted as such in the pharmacy database used by the Claims Administrator.

Calendar Year - The period starting on January 1st of each year and ending at midnight December 31st of that year.

Care/Case Management Plan - A plan for health care Services developed for a specific patient by a care/case managers after an assessment of the patient's condition in collaboration with the patient and the patient's health care team. The Plan sets forth both the immediate and the ongoing skilled health care needs of the patient to sustain or achieve optimal health status.

Care Coordination - Organized, information-driven patient care activities intended to facilitate the appropriate responses to your health care needs across the continuum of care.

Chronic Condition - Any physical or mental condition that requires long-term monitoring and/or management to control symptoms and to shape the course of the disease.

Claim - A request for Precertification or prior approval of a Covered Service or for the payment or reimbursement of the charges or costs associated with a Covered Service. Claims include:

- **Pre-Service Claim** - A request for Precertification or prior approval of a Covered Service which under the terms of your coverage must be approved before you receive the Covered Service.
- **Urgent Care Claim** - A Pre-Service Claim which, if decided within the time periods established for making non-urgent care Pre-Service Claim decisions, could seriously jeopardize your life, health or ability to regain maximum function or, in the opinion of a Physician with knowledge of your medical condition, would subject you to severe pain that cannot be adequately managed without the Service. Whether a request involves an Urgent Care Claim will be determined by your attending Health Care Provider.
- **Post-Service Claim** - A request for payment or reimbursement of the charges or costs associated with a Covered Service that you have received.

Claims Administrator - Blue Cross and Blue Shield of Minnesota (Blue Cross).

Compound Drug - A prescription where two (2) or more drugs/medications are mixed together. All of these drugs/medications must be FDA-approved. The end product must not be available in an equivalent commercial form. A prescription will not be considered as a compound prescription if it is reconstituted or if, to the active ingredient, only water or sodium chloride solutions are added. The Compound Drug must also be FDA-approved for use in the condition being treated and in the dosage form being dispensed.

Covered Services - A health Service or Supply that is eligible for benefits when performed and billed by an eligible provider. You incur a charge on the date a Service is received or a Supply or a drug is purchased.

Cycle - One (1) partial or complete fertilization attempt extending through the implantation phase only.

Deductible - The Deductible is a specified dollar amount you must pay for most Covered Services each Plan Year before the health care Plan begins to provide payment for benefits. Services such as prenatal care, Pediatric Preventive Care, and Primary Network Preventive Care Services for adults are not subject to the Deductible. See the "Summary of Benefits" section for the Deductible amount. The dollar amount reimbursed or paid by a Coupon will not count toward your Deductible.

Dependent - Your spouse, child to the Dependent child age limit specified in the "Who is Eligible" section, child whom you or your spouse have adopted or been appointed legal guardian to the Dependent child age limit specified in the "Who is Eligible" section, grandchild who meets the eligibility requirements as defined in the "Who is Eligible" section, grandchild who meets the eligibility requirements as defined in the "Who is Eligible" section to the Dependent child age limit specified in the "Who is Eligible" section, disabled Dependent or Dependent child as defined in the "Who is Eligible" section, or any other person whom state or federal law requires be treated as a Dependent under this health coverage.
Designated Agent - An entity that has contracted, either directly or indirectly, with the Claims Administrator to perform a function and/or Service in the administration of this health care Plan. Such function and/or Service may include, but is not limited to, medical management and provider referral.

Durable Medical Equipment - Medical equipment prescribed by a Physician that meets each of the following requirements:
1. able to withstand repeated use;
2. used primarily for a medical purpose;
3. generally not useful in the absence of Illness or injury;
4. determined to be reasonable and necessary; and, represents the most cost-effective alternative.

E-Visit - A member initiated, limited online evaluation and management health care Service provided by a Physician or other qualified Health Care Provider using the internet or similar secure communications network to communicate with an established member.

Enrollment Date - The first day of coverage, or if there is a Waiting Period, the first day of the Waiting Period (typically the date employment begins).

Experimental/Investigative - The use of any Treatment, Service, procedure, Facility, equipment, Prescription Drug, device or Supply (intervention) which is not determined by the Claims Administrator to be medically effective for the condition being treated. The Claims Administrator will consider an intervention to be Experimental/Investigative if: the intervention does not have Food and Drug Administration (FDA) approval to be marketed for the specific relevant indication(s); or, available scientific evidence does not permit conclusions concerning the effect of the intervention on health outcomes; or, the intervention is not proven to be as safe and as effective in achieving an outcome equal to or exceeding the outcome of alternative therapies; or, the intervention does not improve health outcomes; or, the intervention is not proven to be applicable outside the research setting. If an intervention, as defined above, is determined to be Experimental/Investigative at the time of the Service, it will not receive retroactive coverage, even if it is found to be in accordance with the above criteria at a later date. Medical researchers constantly experiment with new medical equipment, Prescription Drugs and other technologies. In turn, health care Plans must evaluate these technologies. the Claims Administrator believes that decisions for evaluating new technologies, as well as new applications of existing technologies, for medical and behavioral health procedures, pharmaceuticals and devices should be made by medical professionals. Certain routine patient costs for participation in an approved clinical trial will not be considered Experimental/Investigative. Routine patient costs include items and Services that would be covered if the member was not enrolled in an approved clinical trial.

Facility - A provider that is a Hospital, Skilled Nursing Facility, Residential Behavioral Health Treatment Facility, or outpatient behavioral health Treatment Facility licensed under state law in the state in which it is located to provide the health Services billed by that Facility. Facility may also include a licensed home infusion therapy provider, freestanding ambulatory surgical center, a Home Health Care Agency, or freestanding birthing center when Services are billed on a Facility Claim.

Foot Orthoses - Appliances or devices used to stabilize, support, align, or immobilize the foot in order to prevent deformity, protect against injury, or assist with function. Foot Orthoses generally refer to orthopedic shoes, and devices or inserts that are placed in shoes including heel wedges and arch supports. Foot Orthoses are used to decrease pain, increase function, correct some foot deformities, and provide shock absorption to the foot. Orthoses can be classified as pre-fabricated or custom-made. A pre-fabricated orthoses is manufactured in quantity and not designed for a specific member. A custom-fitted orthoses is specifically made for an individual member.

Generic Drug - A Prescription Drug that is available from more than one manufacturing source and accepted by the FDA as a substitute for those products having the same active ingredients as a Brand Drug and listed in the FDA "Approved Drug Products with Therapeutic Equivalence Evaluations," otherwise known as the Orange Book, and noted as such in the pharmacy database used by the Claims Administrator.

Habilitative Services - Services, including devices, that are expected to make measurable or sustainable improvement within a reasonable period of time and assist a member to attain, maintain, or improve daily living skills or functions never learned or acquired due to a disabling condition.
Halfway House - Specialized residences for individuals who no longer require the complete facilities of a Hospital or institution but are not yet prepared to return to independent living.

Health Care Provider - A health care professional, licensed for independent practice, certified or otherwise qualified under state law, in the state in which the Services are rendered, to provide the health Services billed by that health care professional. Health care professionals include only Physicians, chiropractors, mental health professionals, Advanced Practice Nurses, physician assistants, audiologists, physical, speech, and occupational therapists, licensed nutritionists, licensed registered dieticians, and licensed acupuncture practitioners. Health care professional also includes Supervised Employees of: Minnesota Rule 29 behavioral health Treatment facilities licensed by the Minnesota Department of Human Services and doctors of medicine, osteopathy, chiropractic, or dental surgery.

Home Health Care Agency - A Medicare-approved or other preapproved Facility that sends health care professionals and home health aides into a person's home to provide health Services.

Hospice Care - A coordinated set of Services provided at home or in an inpatient Hospital setting for covered individuals suffering from a terminal disease or condition.

Hospital - A Facility that provides diagnostic, therapeutic and surgical Services to sick and injured persons on an inpatient or outpatient basis. Such Services are performed by or under the direction of a staff of licensed doctors of medicine (M.D.), or osteopathy (D.O.). A Hospital provides 24-hour-a-day professional registered nursing (R.N.) Services.

Host Blue - A Blue Cross and/or Blue Shield organization outside of Minnesota that has contractual relationships with Network Providers in its designated service area that require such Network Providers to provide Services to members of other Blue Cross and/or Blue Shield organizations.

Illness - A sickness, injury, pregnancy, Mental Illness, Substance Abuse, or condition involving a physical disorder.

Immediate Family - Your spouse, child, stepchild, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, grandparent, stepparent, stepbrother or stepsister.

Infertility - The requirement for any reproductive technology (pharmacological or procedural) to conceive.

Inpatient Care - Care that provides 24-hour-a-day professional registered nursing (R.N.) Services for short-term medical and behavioral health Services in a Hospital setting.

Lifetime Maximum - The cumulative maximum payable for Covered Services incurred by a member during their lifetime or by each covered Dependent during their lifetime under all health care Plans with the employer. The Lifetime Maximum does not include amounts which are the member's responsibility, such as Deductibles, Coinsurance, Copayments, and other amounts. Refer to the "Summary of Benefits" section for specific dollar maximums on certain Services.

Mail Service Pharmacy - A pharmacy that dispenses Prescription Drugs through the U.S. Mail.

Maintenance Services - Services that are neither habilitative nor rehabilitative that are not expected to make measurable or sustainable improvement within a reasonable period of time, unless they are Medically Necessary and Appropriate and part of specialized therapy for the member's condition.

Medical Emergency - Medically Necessary and Appropriate care which a reasonable layperson believes is immediately necessary to preserve life, prevent serious impairment to bodily functions, organs, or parts, or prevent placing the physical or mental health of the member in serious jeopardy.
Medically Necessary and Appropriate (Medical Necessity and Appropriateness) - Services, supplies or covered medications that a provider, exercising prudent clinical judgment, would provide to a member for the purpose of preventing, evaluating, diagnosing or treating an Illness, injury, disease or its symptoms, and that are: (i) in accordance with generally accepted standards of medical practice; and (ii) clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the member's Illness, injury or disease; and (iii) not primarily for the convenience of the member, Physician, or other Health Care Provider, and not more costly than an alternative Service or sequence of Services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or Treatment of that member's Illness, injury or disease. The Claims Administrator reserves the right, utilizing the criteria set forth in this definition, to render the final determination as to whether a Service, Supply or covered medication is Medically Necessary and Appropriate. No benefits will be provided unless the Claims Administrator determines that the Service, Supply or covered medication is Medically Necessary and Appropriate.

Medicare - A federal health insurance program established under Title XVIII of the Social Security Act. Medicare is a program for people age 65 or older; some people with disabilities under age 65; and, people with end-stage renal disease. The program includes Part A, Part B, and Part D. Part A generally covers some costs of Inpatient Care in Hospitals and Skilled Nursing Facilities. Part B generally covers some costs of Physician, medical, and other Services. Part D generally covers outpatient Prescription Drugs defined as those drugs covered under the Medicaid program plus insulin, insulin-related supplies, certain vaccines, and smoking cessation agents. Medicare Parts A, B, and D do not pay the entire cost of Services and are subject to cost-sharing requirements and certain benefit limitations.

Mental Illness - A mental disorder as defined in the International Classification of Diseases (ICD) and Diagnostic and Statistical Manual for Mental Disorders (DSM). It does not include substance dependence, nondependent Substance Abuse, or developmental disability.

Methadone Maintenance - The Treatment of heroin or other morphine-like drug dependence where you are taking methadone hydrochloride daily in prescribed doses to replace the previous heroin or other morphine-like drug abuse.

Network - Depending on where you receive Services, the Network is designated as one of the following:
- When you receive Services within the health care Plan service area, the designated Network for professional providers and Facility providers is the Aware Network.
- When you receive Services within the Claims Administrator's service area, the designated Network for professional providers and Facility providers is the Aware Network.
- When you receive Services outside Minnesota, the designated participating Network for professional providers and Facility providers is the local Traditional Network.

Network Provider - An ancillary provider, professional provider or Facility provider who has entered into an agreement, either directly or indirectly, the Claims Administrator or with any licensee of the Blue Cross and Blue Shield Association located out-of-area, pertaining to payment as a participant in a Network for Covered Services rendered to a member.

Neuro-Psychological Examinations - Examinations for diagnosing brain dysfunction or damage and central nervous system disorders or injury. Services may include interviews, consultations, and testing to assess neurological function associated with certain behaviors.

Nonparticipating Provider - A provider who has not entered into a Network contract with the Claims Administrator or the local Blue Cross and/or Blue Shield Plan.

Out-of-Network Participating Provider - Providers who have a contract with the Claims Administrator or the local Blue Cross and/or Blue Shield Plan (Participating Providers), but are not Network Providers because the contract is not specific to this Plan.

Out-of-Network Provider - A provider with a Blue Cross contract that is not specific to this plan; and, Nonparticipating Providers.
Out-of-Pocket Limit - The Out-of-Pocket Limit refers to the specified dollar amount of member cost-sharing incurred for Covered Services in a Plan Year. When the specified dollar amount is attained, the Claims Administrator begins to pay 100% of the Allowed Amount for all covered expenses. See your “Summary of Benefits” section for the Out-of-Pocket Limit. The dollar amount reimbursed or paid by a Coupon will not count toward your Out-of-Pocket Limit.

Outpatient Behavioral Health Treatment Facility - A Facility that provides outpatient Treatment by, or under the direction of, a doctor of medicine (M.D.) or osteopathy (D.O.) for mental health disorders, alcoholism, Substance Abuse, or Addiction. An Outpatient Behavioral Health Treatment Facility does not, other than incidentally, provide educational or recreational Services as part of its Treatment program.

Outpatient Care - Health Services a patient receives without being admitted to a Facility as an inpatient. Care received at ambulatory surgery centers is considered Outpatient Care.

Palliative Care - Any eligible Treatment or Service specifically designed to alleviate the physical, psychological, psychosocial, or spiritual impact of a disease, rather than providing a cure for members with a new or established diagnosis of a progressive, debilitating Illness. Services may include medical, spiritual, or psychological interventions focused on improving quality of life by reducing or eliminating physical symptoms, enabling a patient to address psychological and spiritual problems, and supporting the patient and family.

Partial Hospitalization - The provision of medical, nursing, counseling or therapeutic mental health care Services or Substance Abuse Services on a planned and regularly scheduled basis in a Facility provider designed for a member or client who would benefit from more intensive Services than are generally offered through outpatient Treatment but who does not require Inpatient Care.

Participating Pharmacy - A pharmaceutical provider that participates in a Network for the dispensing of Prescription Drugs.

Participating Provider - A provider who has entered into either a specific Network contract or a general broader Network contract with the Claims Administrator or the local Blue Cross and/or Blue Shield Plan.

Physician - A doctor of medicine (M.D.), osteopathy (D.O.), dental surgery (D.D.S.), medical dentistry (D.M.D.), podiatric medicine (D.P.M.), or optometry (O.D.) practicing within the scope of his or her license.

Place of Service - Industry standard Claim submission standards (established by the Medicare program) used by clinic and Hospital providers.

Plan - The Plan of benefits established by the Plan Administrator.

Plan Year - A 12-month period which begins on the effective date of the Plan and each succeeding 12-month period thereafter.

Precertification (Preauthorization/Prior Authorization) - The process through which selected Covered Services are pre-approved by the Claims Administrator.

Preferred Drug List - The Claims Administrator’s Preferred Drug List is an extensive list of Food & Drug Administration (FDA) approved Prescription Drugs selected for their quality, safety and effectiveness. It includes products in every major therapeutic category. The List was developed by the Claims Administrator’s Pharmacy and Therapeutics Committee made up of clinical pharmacists and Physicians and may, from time to time, be revised by the committee. This list can change throughout the year.

Prescription Drugs - Drugs, including insulin, that are required by federal law to be dispensed only by prescription of a health professional who is authorized by law to prescribe the drug.
Rehabilitative Services - Services, including devices, that are expected to make measurable or sustainable improvement within a reasonable period of time and assist a member to regain, maintain, or prevent deterioration of daily living skills or functions acquired but then lost or impaired due to an illness, injury, or disabling condition.

Rescission - A cancellation or discontinuation of coverage.

Residential Behavioral Health Treatment Facility - A facility licensed under state law in the state in which it is located that provides inpatient treatment by, or under the direction of, a doctor of medicine (M.D.) or osteopathy (D.O.) for mental health disorders, alcoholism, Substance Abuse, or substance addiction. The facility provides continuous, 24-hour supervision by a skilled staff who are directly supervised by health care professionals. Skilled nursing and medical care are available each day. A Residential Behavioral Health Treatment Facility does not, other than incidentally, provide educational or recreational services as part of its treatment program.

Respite Care - Short-term inpatient or home care provided to the member when necessary to relieve family members or other persons caring for the member.

Retail Health Clinic - A clinic located in a retail establishment or worksite that provides medical services for a limited list of eligible symptoms (e.g., sore throat, cold). If the presenting symptoms are not on the list, the member will be directed to seek services from a physician or facility provider. Retail Health Clinics are staffed by eligible nurse practitioners or other eligible health care providers that have a practice arrangement with a physician. The list of available medical services and/or treatable symptoms is available at the retail health clinic. Access to retail health clinic services is available on a walk-in basis.

Retail Pharmacy - Any licensed pharmacy that you can physically enter to obtain a prescription drug.

Services - Health care services, procedures, treatments, durable medical equipment, medical supplies, and prescription drugs.

Skilled Care - Services rendered other than in a skilled nursing facility that are medically necessary and appropriate and provided by a licensed nurse or other licensed health care professional. A service shall not be considered skilled care merely because it is performed by, or under the direct supervision of, a licensed nurse. Services such as tracheotomy suctioning or ventilator monitoring, that can be safely and effectively performed by a non-medical person (or self-administered) without direct supervision of a licensed nurse, shall not be regarded as skilled care, whether or not a licensed nurse actually provides the service. The unavailability of a competent person to provide a non-skilled service shall not make it skilled care when a licensed nurse provides the service. Only the skilled care component(s) of combined services that include non-skilled care are covered under the plan.

Skilled Nursing Care - Extended Hours - Extended hours home care (skilled nursing services) are continuous and complex skilled nursing services greater than two (2) consecutive hours per date of service in the member's home. Skilled Nursing Care - Extended Hours Services provide complex, direct, skilled nursing care to develop caregiver competencies through training and education to optimize the member's health status and outcomes. The frequency of the nursing tasks is continuous and temporary in nature and is not intended to be provided on a permanent, ongoing basis.

Skilled Nursing Care - Intermittent Hours - Intermittent skilled nursing services consist of up to two (2) consecutive hours per date of service in the member's home provided by a licensed registered nurse or licensed practical nurse who are employees of an approved home health care agency.

Skilled Nursing Facility - A Medicare-approved facility that provides skilled transitional care, by or under the direction of a doctor of medicine (M.D.) or osteopathy (D.O.), after a hospital stay. A skilled nursing facility provides 24-hour-a-day professional registered nursing (R.N.) services.

Skills Training - Training of basic living and social skills that restore a patient's skills essential for managing his or her illness, treatment, and the requirements of everyday independent living.

Specialist - A physician who limits his or her practice to a particular branch of medicine or surgery.
Specialty Drugs - Specialty Drugs are designated complex injectable and oral drugs that have very specific manufacturing, storage, and dilution requirements that are subject to restricted distribution by the U.S. Food and Drug Administration (FDA); or require special handling, provider coordination, or patient education that cannot be provided by a Retail Pharmacy. Specialty Drugs are drugs including, but not limited to drugs used for: Infertility; growth hormone Treatment; multiple sclerosis; rheumatoid arthritis; hepatitis C; and, hemophilia.

Specialty Pharmacy Network - A pharmaceutical specialty provider that participates in a Network for the dispensing of certain oral medications and injectable drugs.

Step Therapy - Step Therapy includes, but is not limited to medications in specific categories or drug classes. If your Physician prescribes one of these medications, there must be documented evidence that you have tried another eligible medication that is safe, more clinically effective, and in some cases more cost-effective before the Step Therapy medication will be paid under the drug benefit.

Substance Abuse and/or Addictions - Alcohol, drug dependence or other Addictions as defined in the most current edition of the *International Classification of Diseases (ICD)* and *Diagnostic and Statistical Manual for Mental Disorders (DSM)*.

Supervised Employees - Health care professionals employed by a doctor of medicine, osteopathy, chiropractic, dental surgery, or a Minnesota Rule 29 behavioral health Treatment Facility licensed by the Minnesota Department of Human Services. The employing M.D., D.O., D.C., D.D.S., or mental health professional must be physically present and immediately available in the same office suite more than 50% of each day when the employed health care professional is providing Services. Independent contractors are not eligible.

Supply - Equipment that must be Medically Necessary and Appropriate for the medical Treatment or diagnosis of an Illness or injury or to improve functioning of a malformed body part. Supplies are not reusable, and usually last for less than one (1) year.

Supplies do not include such things as:

1. alcohol swabs;
2. cotton balls;
3. incontinence liners/pads;
4. Q-tips;
5. adhesives; and,
6. informational materials.

Telemedicine Services - Telemedicine Services may also be referred to as televideo consultations or telehealth Services. These Services provide real-time interaction between a Physician/medical practitioner and the member both of whom are not in the same location, but are actively communicating through interactive audio and video channels.

Tobacco Cessation Drugs and Products - Prescription Drugs and over-the-counter products that aid in reducing or eliminating the use of nicotine.

Totally Disabled (or Total Disability) - A condition resulting from Illness or injury as a result of which, and as certified by a Physician, for an initial period of 24 months, you are continuously unable to perform all of the substantial and material duties of your regular occupation. However: (i) after 24 months of continuous disability, "Totally Disabled" (or Total Disability) means your inability to perform all of the substantial and material duties of any occupation for which you are reasonably suited by education, training or experience; (ii) during the entire period of Total Disability, you may not be engaged in any activity whatsoever for wage or profit and must be under the regular care and attendance of a Physician, other than your Immediate Family. If you do not usually engage in any occupation for wages or profits, "Totally Disabled" (or Total Disability) means you are substantially unable to engage in the normal activities of an individual of the same age and sex.

Treatment - The management and care of a patient for the purpose of combating Illness or injury. Treatment includes medical care, surgical care, diagnostic evaluation, giving medical advice, monitoring and taking medication.
Value-Based Program - An outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.

Waiting Period - The period of time that must pass before you or your Dependents are eligible for coverage under this Plan.
The Blue Cross® and Blue Shield® Association is an association of independent Blue Cross and Blue Shield Plans.

You are hereby notified, your health care benefit program is between the Employer, on behalf of itself and its employees and Blue Cross and Blue Shield of Minnesota. Blue Cross is an independent corporation operating under licenses from the Blue Cross and Blue Shield Association ("the Association"), which is a national association of independent Blue Cross and Blue Shield companies throughout the United States. Although all of these independent Blue Cross and Blue Shield companies operate from a license with the Association, each of them is a separate and distinct operation. The Association allows Blue Cross Blue Shield to use the familiar Blue Cross and Blue Shield words and symbols. Blue Cross Blue Shield shall be liable to the Employer, on behalf of itself and its employees, for any Blue Cross Blue Shield obligations under your health care benefit program.