

North Dakota

Small Group

Certificate of Coverage

**Help understanding this document is free.**

If you would like this policy in another format (for example, a larger font size or a file for use with assistive technology, like a screen reader), please call us at (800) 752-5863 (*toll-free*) | TTY/TDD: (877) 652-1844 (*toll-free*).

**Help in a language other than English is also free.**

Please call (800) 892-0675 (*toll-free*) to connect with us using free translation services.

Plan on the best fit.

[sanfordhealthplan.com](http://sanfordhealthplan.com)

**SANFORD**  
HEALTH PLAN

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## Certificate of Coverage

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**Help in a language other than English is also free.**

Please call (800) 892-0675 (*toll-free*) to connect with us using free translation services.

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## Free Help in Other Languages

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This Certificate of Coverage replaces any prior policies you may have had. We hope you find it easy to read and helpful in answering your health coverage questions. It is the legal document representing your coverage, so please keep it in a safe place where you can easily find it. If you have any questions, for example, about your benefits, this document, or how Sanford Health Plan pays for your care, please call us toll-free at the number below.

For help in a language other than English, please call us toll-free at (800) 892-0675 (*toll-free*). Both oral and written translation services are available for free in at least one-hundred-fifty (150) languages.

### English

**This Notice has Important Information.** This notice has important information about your application or coverage through Sanford Health Plan. Look for key dates in this notice. You may need to take action by certain deadlines to keep your health coverage or help with costs. You have the right to get this information and help in your language at no cost. Call 1-800-752-5863 (*toll-free*) | TTY/TDD: 1-877-652-1844 (*toll-free*). For assistance in a language other than English, call 1-800-892-0675 (*toll-free*).

### Spanish

**Este Aviso contiene información importante.** Este aviso contiene información importante acerca de su solicitud o cobertura a través de Sanford Health Plan. Preste atención a las fechas clave que contiene este aviso. Es posible que deba tomar alguna medida antes de determinadas fechas para mantener su cobertura médica o ayuda con los costos. Usted tiene derecho a recibir esta información y ayuda en su idioma sin costo alguno. Llame al 1-800-892-0675.

### German

**Diese Benachrichtigung enthält wichtige Informationen.** Diese Benachrichtigung enthält wichtige Informationen bezüglich Ihres Antrags auf Krankenversicherungsschutz durch Sanford Health Plan. Suchen Sie nach wichtigen Terminen in dieser Benachrichtigung. Sie könnten bis zu bestimmten Stichtagen handeln müssen, um Ihren Krankenversicherungsschutz oder Hilfe mit den Kosten zu behalten. Sie haben das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Rufen Sie an unter 1-800-892-0675.

### Chinese

**本通知有重要的訊息。**本通知有關於您透過 插入 Sanford Health Plan 項目的名稱 Sanford Health Plan 提交的申請或保險的重要訊息。請留意本通知內的重要日期。您可能需要在截止日期之前採取行動，以保留您的健康保險或者費用補貼。您有權利免費以您的母語得到本訊息和幫助。請撥電話 [在此插入數字 1-800-892-0675]。

### Cushite

**Beeksisni kun odeeffannoo barbaachisaa qaba.** Beeksisti kun sagantaa yookan karaa Sanford Health Plan tiin tajaajila keessan ilaalchisee odeeffannoo barbaachisaa qaba. Guyyaawwan murteessaa ta'an beeksisa kana keessatti ilaalaa. Tarii kaffaltiidhaan deeggaramuuf yookan tajaajila fayyaa keessaniif guyyaa dhumaa irratti wanti raawwattan jiraachuu danda'a. Kaffaltii irraa bilisa haala ta'een afaan keessaniin odeeffannoo argachuu fi deeggarsa argachuuf mirga ni qabaattu. Lakkoofsa bilbilaa 1-800-892-0675 tii bilbilaa.

### Vietnamese

**Thông báo này cung cấp thông tin quan trọng.** Thông báo này có thông tin quan trọng bản về đơn nộp hoặc hợp đồng bảo hiểm qua chương trình Sanford Health Plan. Xin xem ngày then chốt trong thông báo này. Quý vị có thể phải thực hiện theo thông báo đúng trong thời hạn để duy trì bảo hiểm sức khỏe hoặc được trợ giúp thêm về chi phí. Quý vị có quyền được biết thông tin này và được trợ giúp bằng ngôn ngữ của mình miễn phí. Xin gọi số 1-800-892-0675.

### Bantu

**Iyi notice ifise akamaro k'ingenzi.** Iyi notice ifise akamaro kingene utegerezwa gusaba canke ivyerekeye Sanford Health Plan, ucuraba ko ibikenewe kuriyi notice, ushobora gufata umwanzuro ukungene wokurikirana ubuzima bwawe uburihiye. Kandi ukongera kugira uburenganzira bwo kwigenga kuronka amakuru n'ubufasha mu rurimi gwawe atacyo utanze. Hamagara 1-800-892-0675.

## Arabic

تمناه تمولع راعشلا اذه يوحى. للاخ نم قيطغلا بلع لوصحلل كيلط صوصخب تمهم تمولع راعشلا اذه يوحى .Sanford Health Plan راعشلا اذه يف تماهلا خيراولا نع ثحبا. عفد يف تدعاسملل وا قيصلا كتيغت بلع ظافحل قنيعم خيراول يف ءارجا ذاختلا جاتحت دق فيلاكتلا. قفلكت يا نود نم كتغلب تدعاسملو تمولع بلع روصحلا يف قحلا كل. بب لصتا 0675-892-800-1.

## Swahili

**Ilani hii ina Taarifa Muhimu.** Ilani hii ina taarifa muhimu kuhusu maombi yako au chanjo kupitia Sanford Health Plan. Angalia kwa ajili ya tarehe muhimu katika ilani hii. Waweza pia hitajika kuchukua hatua katika muda ulio pangwa fulani ili uweze ku hifadhi bima yako ya afya au msaada wa gharama zake. Una haki ya kupata habari hii na msaada kwa lugha yako bila gharama. Piga nambari hii: 1-800-892-0675.

## Russian

Настоящее уведомление содержит важную информацию. Это уведомление содержит важную информацию о вашем заявлении или страховом покрытии через Sanford Health Plan. Посмотрите на ключевые даты в настоящем уведомлении. Вам, возможно, потребуется принять меры к определенным предельным срокам для сохранения страхового покрытия или помощи с расходами. Вы имеете право на бесплатное получение этой информации и помощь на вашем языке. Звоните по телефону 1-800-892-0675.

## Japanese

この通知には重要な情報が含まれています。この通知には、Sanford Health Plan の申請または補償範囲に関する重要な情報が含まれています。この通知に記載されている重要な日付をご確認ください。健康保険や有料サポートを維持するには、特定の期日までに行動を取らなければならない場合があります。ご希望の言語による情報とサポートが無料で提供されます。1-800-892-0675までお電話ください。

## Nepali

**यो सूचनामा महत्त्वपूर्ण जानकारी छ । यो सूचनामा तपाईंको आवेदन वा Sanford Health Plan का माध्यमबाट प्राप्त हुने सुदृढिबारे महत्त्वपूर्ण जानकारी छ । यो सूचनामा भएका महत्त्वपूर्ण दमदतहरू ख्याल गर्नुहोस् । तपाईंले पाइरहेको स्वास्थ्य दबमा पाइरहन वा तपाईंको खर्चको भुक्तानीमा सहायता पाउन केही समय-सीमामा काम-कारवाही गर्नुपर्ने हुनसक्छ । तपाईंले यो जानकारी र सहायता आफ्नो मातृभाषामा दनःशुल्क पाउनु तपाईंको अधिकार हो । 1-800-892-0675 मा फोन गर्नुहोस् ।**

## French

Cet avis a d'importantes informations. Cet avis a d'importantes informations sur votre demande ou la couverture par l'intermédiaire de Sanford Health Plan. Rechercher les dates clés dans le présent avis. Vous devrez peut-être prendre des mesures par certains délais pour maintenir votre couverture de santé ou daide avec les coûts. Vous avez le droit d'obtenir cette information et de l'aide dans votre langue à aucun coût. Appelez 1-800-892-0675.

## Korean

본 통지서에는 중요한 정보가 들어 있습니다. 즉 이 통지서는 귀하의 신청에 관하여 그리고 Sanford Health Plan 을 통한 커버리지에 관한 정보를 포함하고 있습니다. 본 통지서에서 핵심이 되는 날짜들을 찾으십시오. 귀하는 귀하의 건강 커버리지를 계속 유지하거나 비용을 절감하기 위해서 일정한 마감일까지 조치를 취해야 할 필요가 있을 수 있습니다. 귀하는 이러한 정보와 도움을 귀하의 언어로 비용 부담없이 얻을 수 있는 권리가 있습니다. 1-800-892-0675 로 전화하십시오.

## Tagalog

Ang Paunawa na ito ay naglalaman ng mahalagang impormasyon. Ang paunawa na ito ay naglalaman ng mahalagang impormasyon tungkol sa iyong aplikasyon o pagsakop sa pamamagitan ng Sanford Health Plan. Tingnan ang mga mahalagang petsa dito sa paunawa. Maaring mangailangan ka na magsagawa ng hakbang sa ilang mga itinakdang panahon upang mapanatili ang iyong pagsakop sa kalusugan o tulong na walang gastos. May karapatan ka na makakuha ng ganitong impormasyon at tulong sa iyong wika ng walang gastos. Tumawag sa 1-800-892-0675.

## Norwegian

Denne kunngjøringen har viktig informasjon. Kunngjøringen inneholder viktig informasjon om programmet eller dekning gjennom Sanford Health Plan. Se etter viktige datoer i denne kunngjøringen. Du må kanskje ta affære ved visse frister for å beholde helsedekning eller økonomisk bistand. Du har rett til å få denne informasjonen og hjelp i ditt språk uten kostnad. Ring 1-800-892-0675.

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## Notice of Privacy Practices

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### **THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

This Notice applies to Sanford Health Plan. If you have questions about this Notice, please contact Customer service at (800) 752-5863 (*toll-free*) | TTY/TDD (877) 652-1844 (*toll-free*).

This Notice describes how we will use and disclose your health information. The terms of this Notice apply to all health information generated or received by Sanford Health Plan, whether recorded in our business records, your medical record, billing invoices, paper forms, or in other ways.

### **HOW WE USE AND DISCLOSE YOUR HEALTH INFORMATION**

We use or disclose your health information as follows (In Minnesota we will obtain your prior consent):

- **Help manage the health care treatment you receive:** We can use your health information and share it with professionals who are treating you. For example, a doctor may send us information about your diagnosis and treatment plan so we can arrange additional services.
- **Pay for your health services:** We can use and disclose your health information as we pay for your health services. For example, we share information about you with your Primary Care Practitioner to coordinate payment for those services.
- **For our health care operations:** We may use and share your health information for our day-to-day operations, to improve our services, and contact you when necessary. For example, we use health information about you to develop better services for you. We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage.
- **Administer your coverage:** We may disclose your health information to your health plan sponsor for plan administration. For example, your company contracts with us to provide a health plan, and we provide your company with certain statistics to explain the Premiums we charge.

We may share your health information in the following situations unless you tell us otherwise. If you are not able to tell us your preference, we may go ahead and share your information if we believe it is in your best interest or needed to lessen a serious and imminent threat to health or safety:

- **Friends and Family:** We may disclose to your family and close personal friends any health information directly related to that person's involvement in payment for your care.
- **Disaster Relief:** We may disclose your health information to disaster relief organizations in an emergency.

We may also use and share your health information for other reasons without your prior consent:

- **When required by law:** We will share information about you if state or federal law require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.
- **For public health and safety:** We can share information in certain situations to help prevent disease, assist with product recalls, report adverse reactions to medications, and to prevent or reduce a serious threat to anyone's health or safety.
- **Organ and tissue donation:** We can share information about you with organ procurement organizations.
- **Medical examiner or funeral director:** We can share information with a coroner, medical examiner, or funeral director when an individual dies.
- **Worker's compensation and other government requests:** We can share information to employers for Worker's compensation claims. Information may also be shared with health oversight agencies when authorized by law, and other special government functions such as military, national security and presidential protective services.
- **Law enforcement:** We may share information for law enforcement purposes. This includes sharing information to help locate a suspect, fugitive, missing person or witness.
- **Lawsuits and legal actions:** We may share information about you in response to a court or administrative order, or in response to a subpoena.
- **Research:** We can use or share your information for certain research projects that have been evaluated and approved through a process that considers a Member's need for privacy.

We may contact you in the following situations:

- **Treatment options:** To provide information about treatment alternatives or other health related benefits or Sanford Health Plan services that may be of interest to you.
- **Fundraising:** We may contact you about fundraising activities, but you can tell us not to contact you again.

## YOUR RIGHTS THAT APPLY TO YOUR HEALTH INFORMATION

When it comes to your health information, you have certain rights.

- **Get a copy of your health and claims records:** You can ask to see or get a paper or electronic copy of your health and claims records and other health information we have about you. We will provide a copy or summary to you usually within thirty (30) days of your request. We may charge a reasonable, cost-based fee.
- **Ask us to correct your health and claims records:** You can ask us to correct health information that you think is incorrect or incomplete. We may deny your request, but we'll tell you why in writing. These requests should be submitted in writing to the contact listed below.
- **Request confidential communications:** You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address. Reasonable requests will be approved. We must say "yes" if you tell us you would be in danger if we do not.
- **Ask us to limit what we use or share:** You can ask us to restrict how we share your health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say "no" if it would affect your care. If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.
- **Get a list of those with whom we've shared information:** You can ask for a list (accounting) of the times we've shared your health information for six (6) years prior, who we've shared it with, and why. We will include all disclosures except for those about your treatment, payment, and our health care operations, and certain other disclosures (such as those you asked us to make). We will provide one (1) accounting a year for free, but we will charge a reasonable cost-based fee if you ask for another within twelve (12) months.
- **Get a copy of this privacy notice:** You can ask for a paper copy of this Notice at any time, even if you have agreed to receive it electronically. We will provide you with a paper copy promptly.
- **Choose someone to act for you:** If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. We will make sure the person has this authority and can act for you before we take any action.
- **File a complaint if you feel your rights are violated:** You can complain to the U.S. Department of Health and Human Services Office for Civil Rights if you feel we have violated your rights. We can provide you with their address. You can also file a complaint with us by using the contact information below. We will not retaliate against you for filing a complaint.

### Contact Information:

Sanford Health Plan  
Customer service  
PO Box 91110  
Sioux Falls, SD 57109-1110  
(800) 752-5863 (toll-free) | TTY/TDD (877) 652-1844 (toll-free)

## OUR RESPONSIBILITIES REGARDING YOUR HEALTH INFORMATION

- We are required by law to maintain the privacy and security of your health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your health information.
- We must follow the duties and privacy practices described in this Notice and offer to give you a copy.
- We will not use, share, or sell your information for marketing or any purpose other than as described in this Notice unless you tell us to in writing. You may change your mind at any time by letting us know in writing.

## CHANGES TO THIS NOTICE

We may change the terms of this Notice, and the changes will apply to all information we have about you. The new Notice will be available upon request and online at [www.sanfordhealthplan.com](http://www.sanfordhealthplan.com).

## EFFECTIVE DATE

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

## NOTICE OF ORGANIZED HEALTH CARE ARRANGEMENT FOR SANFORD HEALTH PLAN

Sanford Health Plan and Sanford Health Plan of Minnesota have agreed, as permitted by law, to share your health information among themselves for the purposes of treatment, payment, or health care operations. This notice is being provided to you as a supplement to the above Notice of Privacy Practices.



## Introduction

### How to Contact Sanford Health Plan

Sanford Health Plan is ready to help Monday through Friday, 8:00 a.m. to 5:00 p.m. CST and a confidential voicemail is available after hours and on weekends. All inquiries will be returned within one business day.

Physical Address	Mailing Address
Sanford Health Plan 300 Cherapa Place, Suite 201 Sioux Falls, SD 57103	Sanford Health Plan PO Box 91110 Sioux Falls, SD 57109-1110
Customer Service	Certification
(800) 752-5863 ( <i>toll-free</i> ) or TTY/TDD: (877) 652-1844 ( <i>toll-free</i> )	The Hospital, your Provider, or you should call ( <i>toll-free</i> ): (800) 805-7938 or TTY/TDD: (877) 652-1844 ( <i>toll-free</i> )
Sanford Health Plan Provider/Practitioner Locator	Appeals and Complaints Department
If you need to locate a Provider in your area, call ( <i>toll-free</i> ): (800) 752-5863 ( <i>toll-free</i> ) or TTY/TDD: (877) 652-1844 ( <i>toll-free</i> )	(877) 652-8544( <i>toll-free</i> ) or TTY/TDD: (877) 652-1844 ( <i>toll-free</i> )
Website	Translation Services ( <i>free to Members</i> )
<a href="http://www.sanfordhealthplan.com">www.sanfordhealthplan.com</a>	(800) 892-0675 ( <i>toll-free</i> )

### Member Rights

Sanford Health Plan is committed to treating Members in a manner that respects their rights. In this regard, Sanford Health Plan recognizes that each Member (or the Member's parent, legal guardian or other representative if the Member is a minor or incompetent) has the right to the following:

1. Members have the right to receive impartial access to treatment and/or accommodations that are available or medically indicated, regardless of race; ethnicity; national origin; color; gender; gender identity; age; sex; sexual orientation; medical condition, including current or past history of a mental health and substance use disorder; disability; religious beliefs; or sources of payment for care.
2. Members have the right to considerate, respectful treatment at all times and under all circumstances with recognition of their personal dignity.
3. Members have the right to be interviewed and examined in surroundings designed to assure reasonable visual and auditory privacy.
4. Members have the right, but are not required, to select a Primary Care Practitioner (PCP) of their choice. If a Member is dissatisfied for any reason with the PCP initially chosen, he/she has the right to choose another PCP.
5. Members have the right to expect communications and other records pertaining to their care, including the source of payment for treatment, to be treated as confidential in accordance with the guidelines established in applicable North Dakota law.
6. Members have the right to know the identity and professional status of individuals providing service to them and to know which Physician or other Provider is primarily responsible for their individual care. Members also have the right to receive information about our clinical guidelines and protocols.
7. Members have the right to a candid discussion with the Practitioners and Providers responsible for coordinating appropriate or Medically Necessary treatment options for their conditions in a way that is understandable, regardless of cost or benefit coverage for those treatment options. Members also have the right to participate with Practitioners and Providers in decision making regarding their treatment plan.
8. Members have the right to give informed consent before the start of any procedure or treatment.
9. When Members do not speak or understand the predominant language of the community, Sanford Health Plan will make reasonable efforts to access an interpreter. Sanford Health Plan has the responsibility to make reasonable efforts to access a treatment clinician that is able to communicate with the Member.
10. Members have the right to receive printed materials that describe important information about their coverage in a format that is easy to understand and easy to read.
11. Members have the right to a clear Grievance and Appeal process for complaints and comments and to have their issues resolved in a timely manner.
12. Members have the right to Appeal any decision regarding Medical Necessity made by Sanford Health Plan and its Practitioners and/or Providers.
13. Members have the right to terminate coverage, in accordance with Employer and /or Sanford Health Plan guidelines.
14. Members have the right to make recommendations regarding Sanford Health Plan's Member's rights and responsibilities policies.
15. Members have the right to receive information about Sanford Health Plan, its services, its Practitioners and Providers, and Members' rights and responsibilities.

## Member Responsibilities

Each Member (or the Member's parent, legal guardian or other representative if the Member is a minor or incompetent) is responsible for cooperating with those providing Health Care Services to the Member, and shall have the following responsibilities:

1. Members have the responsibility to provide, to the best of their knowledge, accurate and complete information about present complaints, past illnesses, Hospitalizations, medications, and other matters relating to their health. They have the responsibility to report unexpected changes in their condition to the responsible Practitioner. Members are responsible for verbalizing whether they clearly comprehend a contemplated course of action and what is expected of them.
2. Members are responsible for carrying their ID cards with them and for having Member identification numbers available when telephoning or contacting Sanford Health Plan.
3. Members are responsible for following all access and availability procedures.
4. Members are responsible for seeking emergency care at In-Network Participating Practitioner and/or Provider whenever possible. In the event an ambulance is used, direct the ambulance to the nearest In-Network Participating emergency Facility unless the condition is so severe that the Member must use the nearest emergency Facility. State law requires that the ambulance transport you to the Hospital of your choice unless that transport puts you at serious risk.
5. Members are responsible for notifying Sanford Health Plan of an emergency admission as soon as reasonably possible and no later than forty-eight (48) hours after becoming physically or mentally able to give notice.
6. Members are responsible for keeping appointments and, when they are unable to do so for any reason, for notifying the responsible Practitioner or the Hospital.
7. Members are responsible for following their treatment plan as recommended by the Practitioner primarily responsible for their care. Members are also responsible for participating in developing mutually agreed-upon treatment goals, and to the degree possible, for understanding their health conditions, including mental health and/or substance use disorders.
8. Members are responsible for their actions if they refuse treatment or do not follow the Practitioner's instructions.
9. Members are responsible for notifying Sanford Health Plan within thirty (30) days at (800) 752-5863 (*toll-free*) or TTY/TDD: (877) 652-1844 (*toll-free*) if they change their name, address, or telephone number.
10. Members are responsible for notifying the Group of any changes of eligibility that may affect their membership or access to services. The employer is responsible for notifying Sanford Health Plan.

## Service Area

The Service Area for **SOUTH DAKOTA** and **NORTH DAKOTA** includes all counties in the state.

The Service Area for **IOWA** includes the following counties:

Clay	Emmet	Lyon	Osceola	Plymouth
Dickinson	Ida	O'Brien	Sioux	Woodbury

The Service Area for **MINNESOTA** includes the following counties:

Becker	Clay	Jackson	Lyon	Murray	Pipestone	Rock	Traverse
Beltrami	Clearwater	Kandiyohi	Mahnomen	Nicollet	Polk	Roseau	Wilkin
Big Stone	Cottonwood	Kittson	Marshall	Nobles	Pope	Sibley	Watonwan
Blue Earth	Douglas	Lac Qui Parle	Martin	Norman	Red Lake	Stearns	Yellow Medicine
Brown	Grant	Lake of the Woods	McLeod	Otter Tail	Redwood	Stevens	
Chippewa	Hubbard	Lincoln	Meeker	Pennington	Renville	Swift	

## Medical Terminology

All medical terminology referenced in this Certificate of Coverage follow the industry standard definitions of the American Medical Association.

## Definitions

Capitalized terms are defined in Section 11 of the Certificate of Coverage.

## Conformity with State and Federal Laws

Any provision in this Contract not in conformity with North Dakota Century Code chapter 26.1-18.1, North Dakota Administrative Code chapter 45-06-07, or any other applicable State or federal law or rule may not be rendered invalid but be construed and applied as if it were in full compliance with any applicable State and Federal laws and rules.

## Special Communication Needs

Please call the Plan if you need help understanding written information at (800) 752-5863 (*toll-free*). We can read forms to you over the phone and we offer free oral translation in any language through our translation services.

### Translation Services

The Plan can arrange for translation services. Free written materials are available in several different languages and free oral translation services are available. Call toll-free (800) 752-5863 (*toll-free*) for help and to access translation services. For more information, see the Section entitled “*Free Help in Other Languages*” at the beginning of this Certificate of Coverage.

**Navajo (Dine):** Dinek’ehgo shika at’ohwol ninisingo, kwijigo holne’ (800) 892-0675 (*toll-free*).

### Services for the Deaf, Hearing Impaired, and/or Visually Impaired

If you are deaf or hearing impaired, and would like to speak to the Plan, call TTY/TDD: (877) 652-1844 (*toll-free*).

Please contact the Plan toll-free at (800) 752-5863(*toll-free*). If you are in need of a large print copy or cassette/CD of any of the Plan’s written materials.

## Fraud

Fraud is a crime that can be prosecuted. Any Member who willfully and knowingly engages in an activity intended to defraud Sanford Health Plan is guilty of fraud.

As a Member, you must:

1. File accurate claims. If someone else files claims on your behalf, you should review the form before you sign it;
2. Review the Explanation of Benefits (EOB) form when it is returned to you. Make certain that benefits have been paid correctly based on your knowledge of the expenses incurred and the services rendered;
3. Never allow another person to seek medical treatment under your identity. If your ID card is lost, you should report the loss to Sanford Health Plan immediately; and
4. Provide complete and accurate information on claim forms and any other forms. Answer all questions to the best of your knowledge.

If you are uncertain or concerned about any information or charge that appears on a bill, form, or Explanation of Benefits; or if you know of, or suspect, any illegal activity, call Sanford Health Plan at (800) 752-5863 (*toll-free*). All calls are strictly confidential.

## Clerical Error

Any clerical error the Group in keeping pertinent records or a delay in making any changes will not invalidate coverage otherwise validly in force or continue coverage validly terminated. An equitable adjustment of Service Charges will be made when the error or delay is discovered.

If, due to a clerical error, an overpayment occurs in a reimbursement amount, Sanford Health Plan retains a contractual right to the overpayment. The person or institution receiving the overpayment will be required to return the incorrect amount of money.

## Value-Added Program

Sanford Health Plan may, from time to time, offer health or fitness related programs to our Members through which Members may access discounted rates from certain vendors for products and services available to the general public. Products and services available under any such program are not Covered Services. Any such programs are not guaranteed and could be discontinued at any time. Sanford Health Plan does

not endorse any vendor, product or service associated with such a program and the vendors are solely responsible for the products and services you receive.

## Limitation Period for Filing Suit

Unless specifically provided otherwise in this Contract, as well as any attachments or amendments appended hereto, or pursuant to applicable law, a suit for benefits under this Contract must be brought within three (3) years after the date of a final decision on the claim, in accordance with the claims procedures outlined in your Certificate of Coverage. See Sections 2 and 6 of your Certificate of Coverage for applicable timelines, and details, on appealing an Adverse Determination.

## Notice of Non-Discrimination

In compliance with state and federal law, Sanford Health Plan shall not discriminate on the basis of age, gender, sex, color, race, national origin, disability, marital status, sexual preference, religious affiliation, public assistance status, a person's status as a victim of domestic violence or whether an advance directive has been executed. Sanford Health Plan shall not, with respect to any person and based upon any health factor or the results of genetic screening or testing (a) refuse to issue or renew a Certificate of Coverage, (b) terminate coverage, (c) limit benefits, or (d) charge a different Service Charge.

Sanford Health Plan:

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

If you need these services, contact our Civil Rights Coordinator.

If you believe that Sanford Health Plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with our Civil Rights Coordinator by calling (800) 752-5863 (*toll-free*) | TTY/TDD: (877) 652-1844 (*toll-free*) or writing PO Box 91110, Sioux Falls, SD 57109-1110. You can file a grievance in person or by mail or phone. If you need help filing a grievance, our Civil Rights Coordinator is available to help you.

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>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

## Plan Documents

This Certificate of Coverage is not intended to serve as the ERISA plan document or summary plan description, which will be provided by your employer. In the event of a conflict this Certificate of Coverage controls.

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## Section 1. Enrollment

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### When to Enroll

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To become a Subscriber, an Eligible Group Member must submit an enrollment application within:

- The applicable Initial Enrollment Period. The Initial Enrollment Period starts on the day the Group Member first becomes an Eligible Group Member, and ends thirty-one (31) days later. or
- Any Open Enrollment Period. Open Enrollment is a period of time at least once a year when Eligible Group Members may enroll themselves and their Eligible Dependents in the Plan.

A “Late Entrant” is an Eligible Group Member or Eligible Dependent who declines coverage when he or she is initially eligible to enroll and later requests to enroll for coverage. A Late Entrant can only enroll during the next scheduled Open Enrollment Period. A Member is not a “Late Entrant” if any “special enrollment right(s)” apply, as described later in this section.

### How to Enroll

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Both the Group and Group Member are involved in the enrollment process.

#### **The Group Member must:**

1. Complete and sign the Plan’s enrollment application form, requesting coverage for the Group Member and any Eligible Dependents; and
2. Provide all information needed to determine the eligibility of the Group Member and/or Dependents, if requested by Sanford Health Plan.

#### **The Group must:**

1. Submit a written request for coverage of the Group Member;
2. Provide all information needed by Sanford Health Plan to determine eligibility; and
3. Agree to pay the required Service Charges on behalf of the Group Member.

### Notice of Non-Discrimination Due to Health Status

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The Plan is prohibited from discriminating against an Eligible Group Member, or Eligible Dependent, and from refusing enrollment or coverage based on a health factor such as a medical condition (whether physical or mental condition), medical history, disability, or genetic information. The Plan does not adjust premiums based on genetic information or use genetic information for underwriting purposes.

### When Coverage Begins

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Coverage generally becomes effective on the first day of the month that follows the date that Sanford Health Plan receives from the Group’ and Eligible Group Member’s completed application for coverage and supporting documentation. Sanford Health Plan will provide written notice to the Group and/or Group Member identifying the effective date of coverage.

If not all the requirements for coverage are met immediately, the effective date of coverage may be delayed. However, this delay may not exceed thirty-one (31) days from the date that all coverage requirements are met.

If you are an inpatient in a Hospital or other Facility on the day your coverage begins, the Plan will pay benefits for Covered Services that you receive beginning on the date your coverage becomes effective, as long as you receive Covered Services in accordance with the terms of this Certificate. Payment of benefits is subject to any obligations under a previous plan or coverage arrangement in accordance with state law and applicable regulations. If an extension under any prior coverage exists on the date coverage is effective under this Certificate of Coverage, the Plan coordinates benefits.

For more information, see Section 9, “*Continuation of Coverage for Confined Members*” and “*Extension of Benefits for Total Disability*”.

## Eligibility Requirements for Dependents

The following Dependents are eligible for coverage (“Dependent coverage”):

**Spouse** - A Spouse, subject to the limitations set forth below.

**Dependent Child** - To be eligible for coverage, a Dependent Child must satisfy both (1) and (2) below or (3) alone:

1. Be your natural child, a child placed with you for adoption, a legally adopted child, a child for whom you have legal guardianship, a stepchild, or foster child.
2. Be one of the following:
  - a. under twenty-six (26) years old; or
  - b. incapable of self-sustaining employment by reason of a disabling condition, and chiefly dependent upon the Policyholder/Subscriber for support and maintenance. If the Plan so requests, the Subscriber must provide proof of the Dependent Child’s disability within thirty-one (31) days of the Plan’s request.

**Dependent of Dependent Child** - To be eligible for coverage, a Dependent of Dependent Child must be the Subscriber’s grandchild or the grandchild of the Subscriber’s living, covered Spouse if (1) the parent of the grandchild is a Member and (2) both the parent of the grandchild and the grandchild are primarily dependent on the Subscriber for financial support. The term grandchild means any of the following:

- a. natural child of a Dependent Child;
- b. child placed with a Dependent Child for adoption;
- c. child legally adopted by a Dependent Child;
- d. child for whom a Dependent Child has legal guardianship;
- e. stepchild of a Dependent Child; or
- f. foster child of a Dependent Child.

**NOTE:** Dependent coverage does not include the spouse of an adult Dependent child. Until the Dependent Child attains the age of twenty-six (26), the Dependent Child’s marital status, financial status, residency, student status or employment status will not be considered in determining eligibility for initial or continued coverage.

## When and How to Enroll Dependents

### When to Enroll Dependents

A Subscriber shall apply for coverage for a Dependent during the same periods of time that the Subscriber may apply for his or her own coverage. However, there is an exception for newborn and adopted children; see the “*Coverage from Birth*” and “*Adoption or Children Placed for Adoption*” sections below. There is also an exception for Spouses; see “*New Spouses and Dependent Children*” section below.

### How to Enroll Dependents

A Subscriber must:

1. Complete and sign an enrollment application form requesting coverage for the Dependent(s); and
2. Agree to pay the required Service Charge, if any.

## When Dependent Coverage Begins

1. **General.** If a Dependent is enrolled at the same time the Subscriber enrolls for coverage, the Dependent's effective date of coverage will be the same as the Subscriber's effective date as described above under *When Covered Begins*.
2. **Delayed Effective Date of Dependent Coverage.** Except for newborns (see "*Coverage from Birth*" Section below), if, on the date Dependent coverage becomes effective, the Dependent is Hospitalized and covered under an extension of health benefits from a previous Group health plan or other coverage arrangement, coverage under this Contract shall be subject to benefits payable under the previous plan or coverage arrangement. If an extension under any prior coverage exists, the Plan coordinates benefits.
3. **Coverage from Birth.** If a Subscriber has a child through birth, the child will become a covered Dependent from the date of birth until thirty-one (31) days from the date of birth. For coverage to continue beyond thirty-one (31) days of the newborn's date of birth notice must be provided to Sanford Health Plan and the required Service Charge payments made within thirty-one (31) days from the newborn child's date of birth.

An Eligible Group Member, and any other Eligible Dependents who failed to enroll during a previous enrollment period, shall be covered under this Contract from the date of the newborn child's birth, provided that coverage is applied for within thirty-one (31) days and the required Service Charge payments are made. Dependent coverage is available for the Spouse, if the Spouse is otherwise eligible for coverage under the Certificate of Coverage, provided coverage is applied for the Spouse and, if applicable, the Group Member, within thirty-one (31) days of the newborn child's birth and the required Service Charge payments are made.

4. **Adoption or Children Placed for Adoption.** If a Subscriber adopts a child or has a child placed with him or her as a Dependent, that child will become covered as a Dependent as of the date specified within a court order or other legal adoption papers until thirty-one (31) days from the date of legal adoption or court order. For coverage to continue beyond thirty-one (31) days of the date specified within the court order or other legal adoption papers granting an adoption, placement for adoption, legal guardianship, or order to provide health coverage, notice must be provided to Sanford Health Plan and the required Service Charge payments made, within thirty-one (31) days of the date specified within the court order or other legal adoption papers that granted initial eligibility.

An Eligible Group Member, and any other Eligible Dependents who failed to enroll during a previous enrollment period, shall be covered from the date specified within a court order or other legal adoption papers, provided that coverage is applied for within thirty-one (31) days of the date specified within the court order or other legal adoption papers that granted initial eligibility, and the required Service Charge payments are made.

Dependent coverage is available for the Spouse, if the Spouse is otherwise eligible for Group coverage under the Contract, provided that coverage is applied for the Spouse and, if applicable, the Group Member, provided that coverage is applied for, and the required Service Charge payments are made, within thirty-one (31) days of the date specified within the court order or other legal adoption papers granting an adoption, placement for adoption, legal guardianship, or order to provide health coverage. Coverage at the time of placement for adoption includes the necessary care and treatment of medical conditions existing prior to the date of placement.

5. **New Spouses and Dependent Children.** If a Subscriber gets married, his or her Spouse and any of the Spouse's Dependent Children who become an Eligible Dependent of the Subscriber as a result of the marriage will become covered as a Member from the first day of the calendar month beginning after the date of marriage, provided that coverage is applied for the Spouse and/or the Dependent Children within thirty-one (31) days of the date of marriage and the required Service Charge payments are made.

If an Eligible Group Member and any other Dependents who failed to enroll during a previous enrollment period, gets married, the Eligible Group Member and his or her Spouse and any Dependent Children who become Eligible Dependents of the Eligible Group Member as a result of the marriage will become covered as a Member from the first day of the calendar month beginning after the date of marriage, provided that coverage is applied for within thirty-one (31) days of the date of marriage, and the required Service Charge payments are made.

## Noncustodial Subscribers

Whenever a Dependent Child receives coverage through the noncustodial parent who is the Subscriber, Sanford HealthPlan shall do all of the following:

1. Provide necessary information to the custodial parent in order for the Dependent Child to receive benefits under this Contract;
2. Allow the custodial parent or Provider, with the custodial parent's approval, to submit claims for Covered Services without approval from the noncustodial parent; and
3. Make payment on the submitted claims directly to the custodial parent or Provider.

**Limitations.** A Dependent shall not be covered under this Contract if he or she is eligible to be a Subscriber, already covered as a Dependent of another Subscriber, or already covered as a Subscriber

## Qualified Medical Child Support Order (QMCSO) Provision

A QMCSO is an order of a court or administrative tribunal that creates the right of a Subscriber's Dependent Child to be enrolled under this Contract. If a QMCSO is issued, Sanford Health Plan will provide benefits to Dependent Child(ren) of a Subscriber regardless of whether the Dependent Child(ren) reside with the Subscriber. In the event that a QMCSO is issued, each named Dependent Child(ren) will be covered by this Certificate of Coverage in the same manner as any other Dependent Child(ren).

When Sanford Health Plan is in receipt of a medical child support order, Sanford Health Plan will notify the Subscriber and each Dependent Child named in the order that Sanford Health Plan is in receipt of a QMCSO which contains the following required information:

- Name and last known address of the Subscriber and the Dependent Child(ren) to be covered.
- A description of the type of coverage to be provided to each named Dependent Child.
- The applicable period determined by the order.
- The plan design determined by the QMCSO.

In order for the Dependent Child's coverage to become effective as of the date of the court order issued, the Subscriber must apply for coverage as defined previously in this section. Each named Dependent Child may designate another person, such as a custodial guardian, to receive copies of explanation of benefits, payments, and other materials.

**Exceptions.** If a court has ordered a Subscriber to provide health coverage for a Dependent Child, the above requirements in the *Dependent Child* sections above, need not be satisfied, but the Subscriber must still request enrollment on behalf of the Dependent Child as set forth in this Certificate of Coverage. If the Subscriber fails to enroll the Dependent Child, the other parent or the legal representative of the Dependent Child may enroll the Dependent Child. A Dependent Child who is provided coverage pursuant to this exception shall not be terminated unless Sanford Health Plan is provided satisfactory written evidence of any of the following:

1. The court or administrative order is no longer in effect;
2. The Dependent Child is or will be enrolled in comparable health coverage through a health insurance issuer which will take effect not later than the effective date of the termination; or
3. The Group has eliminated family coverage for all of its Eligible Group Members.

## Special Enrollment Rights

A Special Enrollment Period may apply when an individual becomes an Eligible Dependent through marriage, birth, adoption, or placement for adoption or when an Eligible Group Member or an Eligible Dependent involuntarily loses other health coverage. To enroll an Eligible Dependent under a Special Enrollment Period, the Eligible Group Member must enroll (or already be enrolled) in coverage under this Contract.

Any Eligible Group Member or Eligible Dependent who was not previously enrolled in coverage under the Contract and has involuntarily lost other health coverage shall be able to enroll in coverage under this Contract within thirty-one (31) days after the date of exhaustion of the other health coverage provided that any of the following conditions are met.



1. **Waived Coverage.** The Eligible Group Member or Eligible Dependent:
  - a. was covered under a group health plan or had health insurance coverage at the time coverage under this Contract was initially (upon date of hire) offered to the Eligible Group Member or Eligible Dependent; or
  - b. after subsequently enrolling in other health coverage, had an opportunity to enroll in coverage under this Contract during the Open Enrollment Period or at the time of a Special Enrollment Period, but chose not to enroll; and
  - c. the Eligible Group Member stated in writing at such time that coverage under a group health plan or health insurance coverage was the reason for declining enrollment under this Contract, if the Group required such a statement at such time and provided the individual with notice of such requirement at such time.\*
2. **Exhausted COBRA.** The Eligible Group Member's or Eligible Dependent's other health coverage was under a COBRA or state continuation provision and such coverage was exhausted.\*\*
3. **Change in Employer Eligibility Rules or Employer Contributions.** The Eligible Group Member's or Eligible Dependent's other health coverage was not under COBRA and either such coverage was terminated as a result of loss of eligibility for such coverage, coverage for a class of similarly situated individuals was terminated, or employer contributions toward such coverage were terminated;
4. **A Move out of the Service Area.** The Eligible Group Member's or Eligible Dependent's other health coverage was terminated because the Eligible Group Member or Eligible Dependent no longer resides, lives or works in the service area for such coverage.
5. **Loss of Eligibility.** The Eligible Group Member's or Eligible Dependent's coverage under the other health coverage terminated due to a loss of eligibility under the terms of such coverage.

\* Loss of coverage due to failure to make premium payment and/or allowable rescissions of coverage does not qualify for a Special Enrollment Period

\*\* Voluntarily terminating or dropping COBRA coverage before it runs out does not qualify for a Special Enrollment Period.

**Requests for Special Enrollment must be received by Sanford Health Plan no later than thirty-one (31) days after the date of exhaustion or termination of coverage.**

## Children's Health Insurance Program Reauthorization Act of 2009 (CHIPRA)

The Children's Health Insurance Program (CHIP) Reauthorization Act of 2009 grants special enrollment rights to employees and dependents who are eligible for, but not enrolled in, a group health plan to enroll in the plan upon:

- losing eligibility for coverage under a State Medicaid or CHIP program; or
- becoming eligible for State premium assistance under Medicaid or CHIP.

In order to qualify for special enrollment, an Eligible employee or dependent must request coverage within sixty (60) days of either being terminated from Medicaid or CHIP coverage or being determined to be eligible for premium assistance. The Plan will also require the eligible employee to enroll. Special enrollment rights extend to all benefit packages available under the Plan. If you have questions about enrolling in your employer's plan under CHIPRA special enrollment rights, contact the Department of Labor at [www.askebsa.dol.gov](http://www.askebsa.dol.gov) or call 1-866-444-3272 (toll-free).

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, contact your State Medicaid or CHIP office or dial **1-877-KIDS NOW** or [www.insurekidsnow.gov](http://www.insurekidsnow.gov) to find out how to apply.

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## Section 2. How you get care

### Identification cards

Sanford Health Plan will send you an identification (ID) card when you enroll. Each covered Member will receive their own Member ID card after enrollment, which should be used when you receive care or fill a prescription. If you fail to show your ID card at the time you receive Health Care Services or prescription drugs, you will be responsible for payment of the claim after the Participating Provider's timely filing period of one-hundred-eighty (180) days has expired. Your coverage will be terminated if you use your ID card fraudulently or allow another individual to use your ID card to obtain services.

If you do not receive your ID card within thirty (30) days after the effective date of your enrollment, or if you need replacement cards, please contact us or log in to the Member Portal to request a new one at [sanfordhealthplan.com/memberlogin](https://sanfordhealthplan.com/memberlogin).

### Conditions for Coverage

**Members are entitled to coverage for the Health Care Services (listed in the “Covered Services,” in Section 3) that are:**

1. Medically Necessary and/or Preventive;
2. Received from or provided under the orders or direction of an In-Network Participating Practitioner and/or Provider;
3. Approved by Sanford Health Plan, including pre-approval (Certification) where required; and
4. Within the scope of health care benefits covered by this Certificate of Coverage.

However, this specific condition does not apply to Emergency Medical Conditions or Urgent Care Situations in and out of the Service Area. In such cases, the services will be covered if they are provided by a Non-Participating or Out-of-Network Provider. If, when experiencing an Emergency Medical Condition, or during Urgent Care Situation, the Member is in the Service Area and is alert, oriented, and able to communicate (as documented in medical records), the Member must direct the ambulance to the nearest In-Network Participating Practitioner and/or Provider.

**NOTE:** Members are not required, but are strongly encouraged, to select a Primary Care Physician (PCP) and use that Physician to coordinate their Health Care Services.

**In addition, all Health Care Services are subject to:**

1. The exclusions and limitations described in Sections 3 and 4; and
2. Any applicable Copay, Deductible, and Coinsurance amounts as stated in the attached Summary of Benefits and Coverage (SBC).

### In-Network and Out-of-Network Coverage

**There are two (2) levels of coverage that are available:**

1. In-Network Coverage; and
2. Out-of-Network Coverage. *For Out-of-Network coverage, please see Section 3(g).*

**In-Network Coverage means Covered Services that are received:**

1. from an In-Network Participating Practitioner and/or Provider within the Service Area;
2. from a Participating Provider outside of the Service Area if an In-Network Participating Practitioner and/or Provider has recommended the referral; and
  - i. Sanford Health Plan has authorized the referral to a Participating Practitioner and/or Provider outside of the Plan's Service Area; or
  - ii. Sanford Health Plan has authorized the referral from an In-Network Participating Practitioner and/or Provider to a Non-Participating or Out-of-Network Provider; or
3. when experiencing an Emergency Medical Condition or during an Urgent Care Situation; or
4. when the Member does not have appropriate access to an In-Network Participating Practitioner and/or Provider.

**NOTE:** Coverage is not provided for Medically Necessary Health Care Services, other than in an emergency or urgent situation, if you travel out of the Service Area for the purpose of seeking medical treatment outside the Service Area. If you choose to go to a Non-Participating or Out-of-Network Provider when access to an In-Network Participating Practitioner and/or Provider is available, your claims will be paid according to your Out-of-Network coverage.

In the following circumstances, Medically Necessary Health Care Services received from Non-Participating Providers may be Covered Services subject to In-Network Cost Sharing, although Members may be responsible for the difference between the amount charged by the Non-Participating Provider and Sanford Health Plan's payment for Covered Services.

- Ancillary Health Care Services. Health Care Services received from a Non-Participating Provider that are ancillary to a Covered Service being provided by a Participating Provider, such as anesthesiology or radiology, if rendered in a Participating Facility. Any payment by the Member for the difference between the amount charged by the Non-Participating Provider and Sanford Health Plan's payment for Covered Services will count towards the Out-of-Pocket Maximum Amount applicable to In-Network Benefits.
- Termination of a Participating Provider. Health Care Services received from a Participating Provider by a Member who is under an Active Course of Treatment and we terminate the Participating Provider's status as a Participating Provider without cause. The Member or the terminated Participating Provider must request and receive written approval from us. Any payment by the Member for the difference between the amount charged by the Non-Participating Provider and Sanford Health Plan's payment for Covered Services will not count towards the Out-of-Pocket Maximum Amount applicable to In Network Benefits.

## Appropriate Access

### Primary Care Practitioners and Hospital Providers

Appropriate access for In-Network Participating Practitioner and/or Providers who provide primary care services and Hospital Provider sites is within fifty (50) miles of a Member's city of legal residence.

### Specialty Practitioners and Other Providers

For other types of In-Network Participating Practitioner and/or Providers such as Specialty Physicians, Diagnostic Service Centers, Nursing Homes, and Rehabilitation Providers, appropriate access is within fifty (50) miles of a Member's city of legal residence. If you are traveling within the Service Area where other In-Network Participating Practitioner and/or Providers are available, then you must use In-Network Participating Practitioner and/or Providers.

Members who live outside of the Service Area must use Participating Practitioners and Providers as indicated on the *Member Welcome Letter* attached to the Member Identification Card. Members who live outside the Service Area will receive ID Cards that display their network logo along with instructions on how to access Participating Providers. If a Member chooses to go to a Non-Participating or Out-of-Network Provider when appropriate access (within fifty (50) miles of a Member's city of legal residence) is available, claims will be processed at the Out-of-Network Coverage Level.

### Transplant Services

Transplant Services must be performed at designated In-Network Participating centers of excellence and are not subject to appropriate access standards as outlined above. Transplant coverage includes related post-surgical treatment, drugs, eligible travel, and living expenses and shall be subject to and in accordance with the provisions, limitations and terms of Sanford Health Plan's transplant policy.

## Benefit Determination Review Process

Sanford Health Plan Appeals and Complaints Department reviews all non-medical benefit determinations through review of Certificate of Coverage language, contractual terms, administrative policies related to benefits as defined by this Policy, and benefits requests that do not involve a medical necessity determination. All benefit determinations that are Adverse will be made by the person assigned to coordinate Benefit, Denial, and Appeal processes.

The Appeals and Complaints Department is available between the hours of 8 a.m. and 5 p.m. Central Time, Monday through Friday, by calling Sanford Health Plan's toll-free number (877) 652-8544 | TTY/TDD: (877) 652-1844 (*toll-free*). After these business hours, you may leave a confidential voicemail and someone will return your call on the next business day. You may also fax Sanford Health Plan at (605) 312-8910.

The date of receipt for non-urgent (standard) requests received outside of normal business hours will be the next business day.

## Routine (Non-Urgent) Pre-Service Benefit Requests

All pre-service benefit determination (approval) requests will be determined within fifteen (15) business days of receipt of the request. When a preauthorization (pre-approval) request is received before a service occurs, the date of receipt for non-urgent (standard) requests is the date the Plan receives the Member's request. If the request is made outside of business hours, the date of receipt will be next business day. If Sanford Health Plan denies a benefit (an Adverse Benefit Determination) the Plan will contact the Member via mail.

## Routine Post-Service Benefit Requests

Retrospective (post-service) requests occur when a Member has already utilized healthcare services and did not inquire about coverage pre-service. Post-service requests are not related documentation, coding or reimbursement from the Plan. Sanford Health Plan will review and approve or deny the service based on Medical Necessity within thirty (30) calendar days of receipt of the request.

A letter will be sent to the Member within those 30 calendar days with the Plan's determination.

### Utilization Review Process

Sanford Health Plan's Utilization Management Department is available between the hours of 8:00 a.m. and 5:00 p.m. Central Time, Monday through Friday, by calling us at (800) 805-7938 or TTY/TDD (877) 652-1844 (*toll-free*). After business hours, you may leave a confidential voicemail for the Utilization Management Department and someone will return your call on the next business day. You may also fax us at (605) 328-6813.

The date of receipt for Non-Urgent Requests received outside of normal business hours will be the next business day. The date of receipt for Urgent requests will be the actual date of receipt, whether or not it is during normal business hours.

All Utilization Review Adverse Determinations will be made by the Sanford Health Plan Chief Medical Officer or appropriate Practitioner. All benefit Adverse Determinations will be made by a person assigned to coordinate the benefit, denial and appeal process.

### Prospective (Pre-service) Review of Services (Certification/Prior Authorization)

**NOTE: The Member is ultimately responsible for obtaining pre-approval (also called Preauthorization or Certification) from the Plan for certain services (outlined below), but your Practitioner and/or Provider may also request approval. Failure to obtain Certification will result in coverage at a Reduced Payment Level or Denial of Services.**

Prior Authorization (also referred to as Certification) is a decision by the Plan that a health care service, treatment plan, prescription drug or durable medical equipment is medically necessary and appropriate. Preauthorization is required for services as defined above, except in urgent or emergent situations. Although the Plan may authorize a health care service as medically necessary, it is not a guarantee the Plan will cover the cost.

**Determination of the appropriateness of care is based on standard review criteria and assessment of the following factors:**

1. The Member's medical information, including diagnosis, medical history and the presence of complications and/or comorbidities.
2. Consultation with the treating Practitioner and/or Provider, as appropriate.
3. Availability of resources and alternate modes of treatment. For admissions to Facilities, other than Hospitals, additional information may include but is not limited to history of present illness, patient treatment plan and goals, prognosis, staff qualifications and twenty-four (24) hour availability of qualified medical staff.

Sanford Health Plan does not compensate Practitioners, Providers or other individuals conducting Utilization Review for issuing denials of coverage or service care. Any financial incentives offered to Utilization Review decision makers do not encourage decisions that result in underutilization and do not encourage denials of coverage or service.

### Urgent Care Requests

In determining whether a request is "Urgent," Sanford Health Plan shall apply the judgment of a Prudent Layperson, as defined in Section 11. A Practitioner, with knowledge of the Member's medical condition, who determines a request to be "Urgent" as defined in Section 11, shall have such a request treated as an Urgent Care Request.

### Services that Require Pre-Approval (Prior Authorization/Certification)

<u>Service</u>	<u>For more information, reference Section:</u>
<b>Admissions</b> Inpatient (medical, surgical, mental health/substance abuse), inpatient rehabilitation, long term acute care, residential treatment, skill nursing facility, swing bed facility, and rehabilitation center admissions.  <b>NOTE:</b> Admission before the day of non-emergency surgery will not be approved	3(a), 3(b), 3(d)

unless the early admission is determined to be Medically Necessary by the Plan. Coverage for hospital expenses prior to the day of surgery will be denied unless authorized prior to being incurred.	
<b>Ambulance Services</b> (air or ground)	3(c)
<b>All Clinical Trials</b>	3(c)
<b>Durable Medical Equipment (DME)</b> Includes but not limited to: Airway clearance device, communication device, , cranial molding helmet, hospital or specialty beds, insulin pumps, selected orthotics, phototherapy UVB light devices, pneumatic compression device (external pump), power wheelchairs or scooters, prosthetic limbs.	3 (a)
<b>Home Health and Home IV Therapy Services</b>	3(a), 3 (b)
<b>Implants and Stimulators</b> External bone growth stimulator, cochlear implant (device and procedure), deep brain stimulator, gastric stimulator, spinal cord stimulator (device and procedure), Vagus nerve stimulator, and device insertion, revision, removal and trials.	3(a)
<b>Oncology Services and Treatment</b> All chemotherapy and radiation therapy as part of an oncology treatment plan.	3(a)
<b>Select Outpatient Services and Treatments</b> Includes but is not limited to: Applied Behavior Analysis, (ABA), alopecia treatment, botox, brachytherapy, chelation therapy, dental anesthesia, genetic testing, hyperbaric oxygen therapy, medical nutrition, neuromuscular electrical estimation, medically necessary orthodontia, photodynamic therapy, platelet rich plasma (PRP), radiofrequency ablation, varicose vein treatment.	3(a), 3 (b)
<b>Outpatient Surgery</b> Includes but not limited to: abdominoplasty or panniculectomy, bariatric surgery, blepharoplasty, breast implant removal, cataract surgery, revision or re-implantation, breast reconstruction, mastectomy, endoscopic sinus surgery, intrathecal pain pump, mammoplasty, orthognatic procedures, rhinoplasty, septoplasty, back surgery, temporomandibular joint (TMJ)	3(a), 3(b), 3(f)
<b>Transplant Services</b> Includes transplant evaluation and all transplants services including artificial pancreas	3(b)
<b>Referrals to Non-Participating Providers by an In-Network Participating Practitioner and/or Provider</b> Certification is required for the purposes of receiving In-Network Coverage only. If Certification is not obtained for referrals to Non-Participating or Out-of-Network Providers, the services will be covered at the Reduced Payment Level. Certification does not apply to services that are provided by Non-Participating Providers as a result of a lack of appropriate access to In-Network Participating Practitioner and/or Providers as described above under Appropriate Access.	

## Pharmacy Pre-Approval (Certification) Requests

Certain specialty drugs, or those which require frequent dosing adjustments, close monitoring, special training, compliance assistance, or need special handling and/or administration, require certification by the Pharmacy Management Department.

To acquire preauthorization for a medication, ask the prescribing Practitioner and/or Provider to contact us by phone, complete the Formulary Exception Form found online at [sanfordhealthplan.com](http://sanfordhealthplan.com), or provide a letter of Medical Necessity. This applies to any request of: 1) a non-covered medication or drug; or 2) a medication, or drug not currently listed in the Formulary.

Sanford Health Plan will use appropriate practitioners to consider requests and grant an exceptions to the Formulary when the prescribing Practitioner and/or Provider of the drug attests the Formulary drug causes an adverse reaction, is considered contraindicated, or must be dispensed as written to provide maximum medical benefit to the Member.

The Pharmacy Management department will review the request and make a decision based on:

1. Medical records showing trial and failure of a formulary drug or reasons why a formulary drug trial should be avoided;
2. Clinical information (such as diagnosis, disease progression and/or medication history); and
3. Medical Necessity.

If the reason for the exception is not clear, the reviewing clinician will contact the prescribing Practitioner and/or Provider to discuss the request. Additionally, if necessary, a clinical consultant of the appropriate specialty may be consulted for review.

If a Formulary exception is granted, the Pharmacy Management Department will provide authorization to the Plan's Pharmacy Benefit Manager so the Member is able to obtain the requested medication immediately. Additionally, coverage of the non-Formulary drug will be provided for the duration of the prescription, including refills.

For more information on drugs that may require prior authorization including oral medications, step therapy and injectable medications, refer to the formulary and Section 3(e) of this document.

### **Routine/Standard Pharmacy Pre-Approval Requests**

Routine/Standard (non-urgent) pharmacy pre-approval requests will be reviewed within seventy-two (72) hours after receipt of the request. If the request is made outside of business hours, the date of receipt will be next business day.

### **Urgent Pharmacy Pre-Approval Requests**

Urgent pharmacy pre-approval requests be reviewed as soon as possible and no later than twenty-four (24) hours of receipt of the request in alignment with 45 CFR §156.122 Standard and Expedited Exception Request requirements. Requests will be considered urgent if the Member's health is in serious jeopardy, or the Member's Practitioner and/or Provider states the Member may experience severe pain that cannot be controlled while waiting for the Plan's decision.

### **How to Request Pre-Approval for a Drug**

You or your authorized representative can request a medication pre-approval by:

- Contacting Pharmacy Management at (605) 312-2756
- Complete Formulary Exception Form found online at [sanfordhealthplan.com](http://sanfordhealthplan.com)
- Ask the prescribing Practitioner and/or Provider for a letter of medical necessity
  - Mail to: Sanford Health Plan, PO Box 91110, Attention: Pharmacy Management, Sioux Falls, SD 57110
  - Fax to: (605) 328-6813
- Ask the prescribing Practitioner and/or Provider to contact the Plan by phone

### **What to Include with the Request**

Send all information supporting your request to the Plan for review. This may include written comments, doctor's notes, documents, or any other information you think would help us approve your request. Your practitioner and/or provider may be able to help you obtain this information.

### **Notification of the Decision (Determination)**

The Plan will notify the Member, their Authorized Representative, and/or Practitioner and/or Provider submitting the request of the Plan's decision:

## **Additional Information Regarding Formulary Exception Requests**

1. For contraceptives not in the Formulary, if the prescribing Practitioner and/or Provider determines that a drug/device is Medically Necessary and an exception to the formulary is granted, the contraceptive drug/device will be covered at 100% (no charge).
2. If the decision is to approve a standard (routine) Formulary exception request, the Plan will provide coverage of the non-Formulary drug for the duration of the prescription, including refills, per 45 CFR §156.122. If a request is granted based on an emergent circumstance, Sanford Health Plan will provide coverage of for the duration of the incident.
3. In the event that an exception request is granted, Sanford Health Plan will treat the excepted drug(s) as an essential health benefit, including, if applicable per the Member's Policy, counting any cost-sharing towards the Member's annual limitation on cost-sharing under 45 CFR §156.130 and when calculating the actuarial value under 45 CFR §156.135.
4. In determining whether to grant an exception, Sanford Health Plan adheres to 45 CFR §156.122(c), with procedures, as outlined above, allowing Members to request and gain access to clinically appropriate drugs not covered under the Plan's Formulary

## **Medical Pre-Approval (Certification) Requests**

All requests for prior authorization (Certification) are to be made by the Member or Physician's office at least three (3) business days prior to the scheduled admission or requested service, provided that the Plan's Utilization Management Department may review a request for a period of up to fifteen (15) calendar days from the date of the request, together with the information supporting the request, have been received. The Utilization Management Department will review the Member's medical request against standard criteria.

**Determination of the appropriateness of an admission is based on standard review criteria and assessment of all of the following factors:**

- a. Member medical information including:
  - i. Diagnosis;
  - ii. medical history; and
  - iii. presence of complications and/or co-morbidities.
- b. Consultation with the treating Practitioner, as appropriate.
- c. Availability of resources and alternate modes of treatment.
- d. For admissions to Facilities, other than acute Hospitals, additional information may include but is not limited to the following:
  - i. history of present illness;
  - ii. patient treatment plan and goals;
  - iii. prognosis; and
  - iv. staff qualifications
  - v. twenty-four (24) hour availability of qualified medical staff.

**You are ultimately responsible for obtaining prior authorization (Certification) from the Utilization Management Department. Failure to obtain Certification will result in a denial or reduced payment level.** However, information provided by the Practitioner and/or Provider's office also satisfies this requirement. Members are responsible to confirm with the In-Network Participating Practitioner and/or Provider that any required pre-authorization (Certification) has been obtained.

**Routine Pre-Service Pre-Approval Requests**

Routine/Standard (non-urgent) pre-service requests for services that require pre-approval from the Plan will be made within fifteen (15) calendar days from the date the Plan receives the request. If the request is made outside of business hours, the date or receipt will be next business day. If a request does not follow the Pre-Approval (Authorization/Certification) Procedure as outlined in this document, we will notify the Member or Practitioner and/or Provider no later than five (5) calendar days after the date of the failure. Notification may be oral unless the Member or Practitioner and/or Provider request written notification.

**Urgent Pre-Service Pre-Approval Requests**

Urgent pre-service requests for services that require pre-approval from the Plan will be reviewed as soon as possible and no later than seventy-two (72) hours after receipt of the request. Requests will be considered urgent if the Member's health is in serious jeopardy, or the Member's Practitioner and/or Provider states the Member may experience severe pain that cannot be controlled while waiting for the Plan's decision. If the request does not meet the definition of urgent, or is for a service that has already occurred, (post-service/retrospective) the request will be processed as a routine/standard request.

If a request does not follow the Pre-Approval (Authorization/Certification) Procedure as outlined in this document, we will notify the Member or Practitioner and/or Provider no later than twenty-four (24) hours after the date of the failure. Notification may be oral unless the Member or Practitioner and/or Provider request written notification.

**Emergent Medical Conditions**

Pre-approval is not required if a prudent layperson that possesses an average knowledge of health and medicine determines urgent or emergent care is necessary in a particular situation. Members should notify Sanford Health Plan as soon as reasonably possible and no later than forty-eight (48) hours after physically or mentally able to do so. A Member's Authorized Representative may also notify the Plan on the Member's behalf.

**How to Request Pre-Approval for a Medical Item or Health Care Service**

You or your authorized representative can request a medical pre-approval request by:

- Contacting Utilization Management at (605) 328-6807
- Mail the Medical Authorization Request Form to: Sanford Health Plan, PO Box 91110, Attention: Utilization Management, Sioux Falls, SD 5711
- Fax to: (605) 328-6813

**What to Include with a Pre-Approval Request**

Send all information supporting your request to the Plan for review. This may include written comments, doctor's notes, documents, or any other information you think would help us approve your request. Your practitioner and/or provider may be able to help you obtain this information.

**Lack of Necessary Information**

If the Plan is unable to make a decision due to lack of necessary medical information, we will notify the Member, their Authorized Representative (if applicable) and their Practitioner and/or Provider regarding what information is necessary to approve the request. If request was received from a Practitioner and/or Provider, the Plan will communicate solely with the requesting Practitioner and/or Provider regarding

information needed to approve the request. The Plan will notify the appropriate party(ies) regarding the information needed to make a decision within:

- Twenty-four (24) hours of the receipt of the request if the request meets the definition of Urgent. The Plan will provide forty-eight (48) hours to supply the requested information. If not received by the end of the 48-hour extension, the request will be denied.
- Fifteen (15) calendar days of receipt of a routine/standard request. The Plan will provide forty-five (45) calendar days to supply the requested information. If not received by the end of the forty-five day extension, the request will be denied.

#### **Notification of the Decision (Determination)**

The Plan will notify the Member, their Authorized Representative, and/or Practitioner and/or Provider submitting the request of the Plan's decision:

- By phone no later than forty-eight (48) hours after the decision is made for Urgent requests. The Plan will also provide electronic or written notification of the decision as soon as possible, but no later than within three (3) calendar days of the phone notification if the request is deemed urgent.
- By mail within the fifteen (15) calendar days after receipt of the request.

#### **Routine/Standard (Non-Urgent) Post-Service Pre-Approval Request**

If a claim is denied for a service that has already occurred or item that has already been received (post-service or retrospective), the Member may file an appeal as outlined below as the denied claim serves as the initial adverse determination.

### **Ongoing (Concurrent) Preauthorization Requests (Certification) of Health Care Services**

**Concurrent Review** is utilized for medical care, including care for behavioral, mental health, and/or substance use disorders when a request for an extension of an approved ongoing course of treatment over a period of time or number of treatments is warranted. Additional stay days must meet the continued stay review criteria and, if acute levels of care criteria are not met, a decision to certify further treatment must be made at that time. Authorization (Certification) of inpatient health care stays will terminate on the date the Member is to be discharged from the Hospital or Facility (as ordered by the attending Practitioner). Hospital/Facility days accumulated beyond the ordered discharge date will not be certified unless the continued stay criteria continue to be met. Charges by Practitioners and/or Providers associated with these non-certified days are non-covered.

The health care service or treatment that is the subject of the Adverse Determination shall be continued without liability to the Member until the Member has been notified of the determination by Sanford Health Plan with respect to the internal review request made pursuant to Sanford Health Plan's Appeal Procedures. Any reduction or termination by Sanford Health Plan during the course of treatment before the end of the period or number treatments shall constitute an Adverse Determination. For requests to extend the course of treatment beyond the initial period of time or the number of treatments, if the request is made at least twenty-four (24) hours prior to the expiration of the prescribed period of time or number of treatments, Sanford Health Plan shall make an urgent Concurrent determination and notify the Member, or the Member's Authorized Representative, Practitioner and those Providers involved in the provision of the service by telephone of the determination as soon as possible taking into account the Member's medical condition but in no event more than twenty-four (24) hours after the date of Sanford Health Plan's receipt of the request.

Sanford Health Plan will provide electronic or written notification of an authorization (Certification) to the Member or the Member's Authorized Representative, Practitioner and those Providers involved in the provision of the service within three (3) calendar days after the telephone notification. Sanford Health Plan shall provide written or electronic notification of the Adverse Determination to the Member or the Member's Authorized Representative and those Providers involved in the provision of the service sufficiently in advance (but no later than within three (3) calendar days of the oral notification) of the reduction or termination to allow the Member or, the Member's Authorized Representative to file an Appeal request to review of the Adverse Determination and obtain a determination with respect to that review before the benefit is reduced or terminated. In cases where the Member is not at financial risk, Members will not be notified of an Adverse Determination. Members will be notified in all other cases.

#### **Urgent Concurrent Reviews Requested *At Least Twenty-Four (24) Hours in Advance of an Expiration of Authorization***

For requests to extend the course of treatment beyond the initial period of time or the number of treatments, if the request is made at least twenty-four (24) hours prior to the expiration of the prescribed period of time or number of treatments for medical care, including care for behavioral, mental health, and/or substance use disorders, Sanford Health Plan shall conduct an Urgent Concurrent Review, and orally notify the Member, or the Member's Authorized Representative, Practitioner and those Providers involved in the provision of the service, of the determination as soon as possible taking into account the Member's medical condition but in no event more than twenty-four (24) hours after the date of Sanford Health Plan's receipt of the request. Sanford Health Plan will provide electronic or written notification of an authorization (Certification) to the Member or the Member's Authorized Representative, Practitioner and those Providers involved in the provision of the service within three (3) calendar days after the oral notification.



### Adverse Determinations

Sanford Health Plan shall provide written or electronic notification of the Adverse Determination to the Member or the Member's Authorized Representative and those Providers involved in the provision of the service sufficiently in advance (but no later than three (3) calendar days of the telephone (oral) notification) of the reduction or termination to allow the Member or, the Member's Authorized Representative, to file an Appeal request of the Adverse Determination and obtain a determination with respect to that review before the benefit is reduced or terminated. Sanford Health Plan will terminate payment of benefits on the date that oral notification of the reduction or termination of benefits is made. In cases where the Member is not at financial risk, Members will not be notified of an Adverse Determination. Members will be notified in all other cases.

### Urgent Concurrent Reviews Requested Within Twenty-Four (24) Hours of an Expiring Authorization

If the request to extend urgent Concurrent Review is not made within twenty-four (24) hours before the expiration of the prescribed period of time or number of treatments for medical care, including care for behavioral, mental health, and/or substance use disorders, Sanford Health Plan will treat it as an urgent Prospective (Pre-service) Review Request and make a decision within seventy-two (72) hours of the request.

For authorizations (Certifications) and denials, Sanford Health Plan will give oral notification of the decision to the Member, Practitioner and those Providers involved in the provision of the service within seventy-two (72) hours of receipt of the request. Sanford Health Plan will give written or electronic notification of the decision to the Member, Practitioner and those Providers involved in the provision of the service as soon as possible but no later than within three (3) calendar days of the telephone notification.

### Adverse Determinations

If our determination is an Adverse Determination, we shall provide written notice in accordance with the *Written Notification Process for Adverse Determinations* procedures outlined below. At this point, the Member can request an Appeal of Adverse Determination. Refer to the "Problem Resolution" in Section 6 for details.

## Written Notification Process for Adverse Determinations

### The written notifications for Adverse Determinations will include the following:

1. The specific reason for the Adverse Determination in easily understandable language.
2. Reference to the specific internal rule, provision, guideline, or protocol on which the determination was based and notification that the Member will be provided a copy of the actual provisions, guidelines, and protocols free of charge upon request.
3. Reasons for any denial or reimbursement or payment for services with respect to benefits under the plan will be provided within 30 business days of a request.
4. Notice of an Adverse Determination will include information sufficient to identify the claim involved, including the date of service, the Provider, the claim amount (if applicable) and a statement notifying members of their opportunity to request treatment and diagnosis code information free of charge. Any request for diagnosis and treatment code information may not be (and is not) considered a request for an internal appeal or external review.
5. If the Adverse Determination is based in whole or in part upon the Member failing to submit necessary information, the notice shall include, a description of any additional material or information which the Member failed to provide to support the request, including an explanation of why the material is necessary.
6. If the Adverse Determination is based on Medical Necessity or an Experimental or Investigational Service or similar exclusion or limit, either an explanation of the scientific or clinical judgment for making the determination, applying the terms of the coverage to the Member's medical circumstances or a statement that an explanation will be provided to the Member free of charge upon request.
7. For Mental Health and/or Substance Use Disorder (MH/SUD) Adverse Determinations, if information on any Medical Necessity criteria is requested, documents will be provided for both MH/SUD and medical/surgical benefits within 30 business days of a Member/Authorized Representative/Provider's request. This information will include documentation of processes, strategies, evidentiary standards and other factors used by Sanford Health Plan, in compliance with the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA).
8. If the Adverse Determination is based on Medical Necessity, a written statement of clinical rationale, including clinical review criteria used to make the decision if applicable. If the denial is due to a lack of clinical information, a reference to the clinical criteria that have not been met must be included in the letter. If there is insufficient clinical information to reference a specific clinical practice guideline or policy, the letter must state the inability to reference the specific criteria and must describe the information needed to render a decision.
9. A description of the Appeal procedures including how to obtain an expedited review if necessary and any time limits applicable to those procedures, the right to submit written comments, documents or other information relevant to the appeal; an explanation of the Appeal process including the right to member representation; how to obtain an Expedited review if necessary and any time limits applicable to those procedures; notification that Expedited External Review can occur concurrently with the internal Appeal process for urgent care/ongoing treatment; and the timeframe the Member has to make an appeal and the amount of time the Plan has to decide it (including the different timeframes for Expedited Appeals).
10. If the Adverse Determination is based on Medical Necessity, notification and instructions on how the Practitioner can contact the Practitioner to discuss the determination.

11. If a determination is adverse, the right to bring a civil action in a court of competent jurisdiction.
12. Your right to contact the North Dakota Insurance Commissioner at any time at:  

North Dakota Insurance Department	Email: <a href="mailto:insurance@nd.gov">insurance@nd.gov</a>
600 E. Boulevard Ave.	Consumer hotline: (800) 247-0560 ( <i>toll-free</i> )
Bismarck, ND 58505-0320	TTY: (800) 366-6888 ( <i>toll-free</i> )

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## Section 3. Covered Services – OVERVIEW

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Subject to the terms and conditions set forth in this Contract, including any exclusions or limitations, this Contract provides coverage for the following Covered Services. Payment for Covered Services is limited by or subject to any applicable Coinsurance, Copay, or Deductible set forth in this Contract including the Summary of Benefits and Coverage. To receive maximum coverage for Covered Services, the terms of this Contract must be followed, including receipt of care from In-Network Participating Practitioner and/or Provider as well as obtaining any required Certification. You are responsible for all expenses incurred for Non-Covered Services. Health Care Services received from Non-Participating or Out-of-Network Providers are Non-Covered Services unless otherwise indicated in this Contract.

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## Section 3(a) Medical services & supplies delivered by health care practitioners/providers

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### Here are some important things you should keep in mind about these benefits:

- Please remember that all benefits are subject to the definitions, limitations, and exclusions in this Certificate of Coverage and are payable only when we determine they are Medically Necessary.
- Be sure to read Section 2, *How you get care*, for valuable information about conditions for coverage.
- **You or your Practitioner and/or Provider must get pre-authorization (Certification) of some services in this Section.** The benefit description will say “**NOTE:** Certification is required for certain services. Failure to get Certification will result in a reduction or denial of benefits (See Services requiring Certification in Section 2.)”

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## Benefit Description

### Diagnostic and treatment services

Diagnostic and treatment services are covered when they are professional services from Practitioners, Providers, Physicians, nurse practitioners, and Physician’s assistants are covered when provided in a Practitioner and/or Provider’s office and an urgent care centers. Medical office consultations and second surgical opinions are also covered per medical necessity.

### Lab, x-ray and other diagnostic tests

Coverage includes, but is not limited to, the following:

- Blood tests
- Urinalysis
- Non-routine pap tests
- Non-routine PSA tests
- Pathology
- X-rays
- PET Scans
- DEXA Scans
- Non-routine mammograms
- CT Scans/MRI
- Ultrasound
- Electrocardiogram (EKG)
- Electroencephalography (EEG)

**Not Covered:** *Thermograms or thermography*

### Telehealth, e-visit, and video visits benefit

Per Sanford Health Plan guidelines (*available upon request*), telemedicine, e-visit, and video visit services are covered and available through secured interactive audio, video, or email connections.

- Access to services may be done through a smart phone, tablet or computer.
- For non-Emergency Health Conditions, coverage under this section includes but is not limited to diagnosis, consultation, or treatment.
- Telemedicine, e-visit, and video visit services must be rendered by an In-Network Participating Practitioner and/or Provider approved by Sanford Health Plan.

#### The following services are covered pursuant to the Plan’s medical coverage guidelines:

- **Telemedicine Services:** live, interactive audio and visual transmissions of a physician-patient encounter from one site to another, using telecommunication technologies. Services may include tele-monitoring of patient status and transmittal of the information to another Practitioner or Provider.
- **E-visits:** email, online medical evaluations where Practitioners or Providers interact with Members through a secured email portal.
- **Video Visits:** virtual visits where Practitioners or Providers interact with Members using online means; access points may include mobile smart phones; tablets; or computers.

**NOTE:** Charges for telehealth, e-visit, and video visit services may be subject to deductible/coinsurance; see your SBC for details. Cost Sharing for these services does not include any related pharmacy charges. Prescriptions (if any) are covered separately under the prescription drug benefit. Charges for prescribed medication/drugs are listed in your SBC.

**Not Covered:**

- A service that would similarly not be charged for in a regular office visit
- Appointment scheduling
- Clarification of simple instructions
- Consultative message exchanges with an individual who is seen in the provider's office following a video visit for the same condition, per Plan guidelines
- Installation or maintenance of any telecommunication devices or systems
- Provider-initiated e-mail
- Reminders of scheduled office visits
- Requests for a referral
- Services for excluded benefits
- Services not medically appropriate or necessary
- Telecommunication Devices
- Telephone assessment and management services
- Transmission fees

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**Preventive care, adults & children**

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Preventive Care coverage is as follows:

The following preventive services, received from In-Network Participating Practitioner and/or Provider are covered without payment of any deductible, copayment, or coinsurance requirement that would otherwise apply:

1. Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force (USPSTF); except for the recommendations of the USPSTF regarding breast cancer screening, mammography, and prevention issued in or around November 2009. Which includes:
  - a. One baseline mammogram for women who are at least thirty-five (35) years of age but less than forty (40) years of age, and one mammogram every year, or more frequently if ordered by a physician, for women who are at least forty (40) years of age;
  - b. One prostate screening for asymptomatic men aged fifty (50) and over, African American men aged forty (40) and over, and men aged forty (40) and over with a family history of prostate cancer.
2. Immunizations for routine use that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the Member involved;
3. With respect to covered persons who are infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration; and
4. With respect to covered persons who are women, such additional preventive care and screenings not described in paragraph (1) above as provided for in comprehensive guidelines supported by the Health Resources and Services Administration. You do not need prior authorization from Sanford Health Plan or any other person in order to obtain access to obstetrical and/or gynecological care through an In-Network Participating Practitioner and/or Provider.

The above is an overview of preventive services covered by Sanford Health Plan. As recommendations change, your coverage may also change. To view Sanford Health Plan's *Preventive Health Guidelines*, visit [www.sanfordhealthplan.com/memberlogin](http://www.sanfordhealthplan.com/memberlogin). You may also request a copy by calling Customer service at (800) 752-5863 (toll-free) | TTY/TDD: (877) 652-1844 (toll-free).

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**Not Covered:**

- Sports physicals, pre-employment and employment physicals, insurance physicals, or government licensing physicals (including, but not limited to, physicals and eye exams for driver's licenses)
- Virtual colonoscopies

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**Maternity care**

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Maternity coverage is as follows:

**NOTE:** Due to the inability to predict admission, you or your Practitioner and/or Provider are encouraged to notify Sanford Health Plan of your expected due date when the pregnancy is confirmed. You are also encouraged to notify Sanford Health Plan of the date of scheduled C-sections when it is confirmed. In-Network Participating Practitioner and/or Providers or other health care providers do not need to obtain authorization for prescribing a length of stay of up to forty-eight (48) hours for a vaginal delivery or of up to ninety-six (96) hours for a cesarean birth. However, to use certain providers or facilities, or to reduce out-of-pocket costs, precertification may be required.

**All pre or post-natal care falling outside the routine care limits below will be covered per applicable cost sharing based on a Member's Plan. Routine prenatal care (as outlined below) will be covered at 100%:**

- Anemia screening; -Limit of One (1) per pregnancy
- Blood type- Limit of One (1) per pregnancy
- Complete blood count (CBC) - Limit of Two (2) per pregnancy
- Depression screening- Limit of One (1) per pregnancy
- Genetic counseling or testing *Prior authorization is required.*
- Group B streptococci (GBS) - Limit of One (1) per pregnancy
- Hepatitis B screening; -Limit of One (1) per pregnancy
- Hepatitis C Screening - Limit of One (1) per pregnancy
- Human immunodeficiency virus (HIV, during pregnancy) - Limit of One (1) per pregnancy
- Office visits related to a confirmed pregnancy while member is pregnant
- Preeclampsia prevention.
- Rh (Rhesus) incompatibility screening: first pregnancy visit and twenty-four to twenty-eight (24-28) weeks gestation;
- Rubella Screening - Limit of One (1) per pregnancy
- Screening for gestational diabetes mellitus during pregnancy – Testing includes a screening blood sugar followed by a glucose tolerance test if the sugar is high; -Limit of One (1) per pregnancy
- Screening for sexually transmitted infections (STIs, during pregnancy) - Limit of One (1) per pregnancy
- Tuberculosis (TB) - Limit of One (1) per pregnancy
- Ultrasound (2D) - Limit of Two (2) per pregnancy
- Urine culture- Limit of One (1) per pregnancy
- Urine dipstick or Urinalysis- Limit of Nine (9) per pregnancy

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#### **Newborns' Act Disclosure**

The minimum inpatient Hospital stay, when complications are not present, ranges from a minimum of forty-eight (48) hours for a vaginal delivery to a minimum of ninety-six (96) hours for a cesarean birth, excluding the day of delivery. Such inpatient stays may be shortened if the treating Practitioner, after consulting with the mother, determines that the mother and child meet certain criteria and that discharge is medically appropriate. If the inpatient stay is shortened, a post-discharge follow-up visit shall be provided to the mother and newborn by In-Network Participating Practitioner and/or Providers competent in postpartum care and newborn assessments within forty-eight (48) hours after discharge to verify the condition of the mother and newborn. If such an inpatient stay lasts longer than the minimum required hours, Sanford Health Plan will not set the level of benefits or out-of-pocket costs so that the later portion of the stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

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#### **Breastfeeding support, supplies and counseling are covered in the following manner:**

Sanford Health Plan will allow one breast pump (electric or manual) per pregnancy.

- Replacement tubing, breast shields, and splash protectors are also covered.
- Bottles, breast milk storage bags and supplies related to bottles are NOT covered.
- Pumps and supplies are covered only when obtained from a Sanford Health Plan In-Network Participating Practitioner and/or Provider. This does NOT include drugstores or department stores.

In addition to pumps, consultation with a lactation (breastfeeding) specialist is also covered.

**NOTE:** We encourage you to participate in our Healthy Pregnancy Program; Call (888) 315-0884 (*toll-free*) or TTY/TDD: (877) 652-1844 (*toll-free*) to enroll.

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#### **Not Covered:**

- *Amniocentesis or chorionic villi sampling (CVS) solely for sex determination*
- *Any expenses related to surrogate pregnancies and/or parenting, except if Surrogate is a covered Member under this Certificate of Coverage and seeking otherwise Covered Services*
- *Elective abortion services, except in cases of rape, incest, or when mother's life is endangered. Prior Authorization/certification required.*
- *Home birth settings, related equipment and fees*
- *Maternity classes and/or education programs*
- *Non-licensed birthing assistance, such as doulas*

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#### **Newborn care**

Newborn coverage is as follows:

A newborn is eligible to be covered from birth. For coverage to continue beyond thirty-one (31) days of the newborn's date of birth, Members must complete and sign the enrollment application form requesting coverage for the newborn within thirty-one (31) days of the infant's birth.

For more information, see Section 1 on Enrollment and *When Dependent Coverage Begins*.

We cover care for the enrolled newborn child from the moment of birth including care and treatment for illness, injury, premature birth and medically diagnosed congenital defects and birth abnormalities (please refer to “Reconstructive Surgery” in this section for coverage information on surgery to correct congenital defects).

**NOTE:** You or your Practitioner and/or Provider must get Certification of neonatal intensive care nursery services. Failure to get Certification will result in a reduction or denial of benefits. (See Services requiring Certification in Section 2.)

**Not Covered:** *Newborn delivery and nursery charges for adopted dependents prior to the adoption-bonding period (See Section 1, “When Dependent Coverage Begins”).*

## Family planning benefits

Family planning coverage is as follows:

- Consultations and pre-pregnancy planning.
- Member education and counseling, as prescribed by a health care provider for women with reproductive capacity.
- Voluntary Sterilizations, including tubal ligations and vasectomies. *Applicable cost sharing may apply; see contraceptive coverage covered without cost-sharing below.*
- Folic acid supplements are covered at 100% (no cost) for women planning to become pregnant or in their childbearing years.
- Sanford Health Plan covers, without cost-sharing, *at least one form* of contraception in each of the eighteen (18) methods below that the FDA has identified for women in its current Birth Control Guide. These methods fall into three (3) categories.
  - a. Obtained during an office visit/medical procedure:
    - i. Surgical sterilization implant/occlusion of the fallopian tubes by use of permanent implants
    - ii. Sterilization surgery/tubal ligation covered at 100% only when performed as the primary procedure
    - iii. Implantable devices (Placement and removal is covered per device guidelines or as Medically Necessary). Includes
      - Implantable rod.
      - IUD Copper
      - IUD Progestin
    - iv. Shot/Injection: includes injectable medroxyprogesterone acetate
    - v. Cervical Cap.
  - b. Obtained with a prescription:
    - i. Oral Contraceptives/Combined pill
    - ii. Oral Contraceptives/Progestin only
    - iii. Oral Contraceptives/Extended Continuous
    - iv. Patch
    - v. Vaginal Contraceptive Ring
    - vi. Emergency contraception
  - c. Available over the counter (OTC): *(For OTC contraception, a written prescription order must be provided for Sanford Health Plan to cover at 100% (no charge), even though no prescription order is required for the OTC purchase of the drug and/or supply)*
    - i. Sponge
    - ii. Barrier methods: includes Diaphragm and cervical cap fitting and purchase.
    - iii. Female Condom
    - iv. Spermicide (generic only)
- Sanford Health Plan will continue to utilize reasonable medical management techniques, and impose cost sharing on some items and services to encourage Members to use specific items and services within the chosen contraceptive method.
- Formulary generic contraceptives are covered at 100% (no charge), regardless of how the contraceptive is delivered or dispensed. This coverage includes but is not limited to oral contraceptives.
- If no generic equivalent exists for a Formulary brand-name contraceptive, then that contraceptive is covered at 100% (no cost) per the Affordable Care Act, for the length of the prescription.

**NOTE:** For Members enrolled in a High Deductible Health Plan, prescription drugs are subject to Deductible and Coinsurance amounts, unless the medication or drug dispensed is covered by the Contract at 100% (no charge).

### **Not Covered:**

- *Any expenses related to surrogate parenting, except if Surrogate is a covered Member under this Certificate of Coverage and seeking otherwise Covered Services*
- *Any other services or supplies related to artificial means of conception;*
- *Elective abortion services except in cases of rape, incest, or when mother’s life is endangered. Prior Authorization/certification required.*
- *Male Condoms*
- *Reproductive Health Care Services prohibited by the laws of This State*



- *Reversal of voluntary sterilization*

## Infertility benefits

Infertility benefits coverage is as follows:

We cover testing for the diagnosis of infertility. Coverage for testing includes, but is not limited to:

- Transvaginal ultrasound for structural evaluation (limit of one (1) per calendar year)
- Sonogram (limit of one (1) per calendar year)
- Screenings for stimulations of ovarian reserves and ovarian functions (limit of one (1) per screening per calendar year)
- Screenings for assessment of polycystic ovarian syndrome (PCOS) (limit of one (1) per calendar year)
- Semen Analysis (limit of two (2) per calendar year)

*\*Coverage is subject to Sanford Health Plan Guidelines.*

### **Not Covered:**

- *Any expenses related to surrogate parenting or surrogate pregnancies, except if Surrogate is a covered Member under this Certificate of Coverage and seeking otherwise Covered Services*
- *Any other services or supplies related to artificial means of conception*
- *Cryogenic or other preservation techniques used in such or similar procedures*
- *Infertility medication*
- *Reversals of prior sterilization procedures*
- *Treatment of infertility including artificial means of conception such as: artificial insemination, in-vitro fertilization, ovum or embryo placement or transfer, or gamete intra-fallopian tube transfer*

## Tobacco cessation treatment

Tobacco cessation treatment coverage is as follows:

Evidence-based items or services that have in effect a rating of “A” or “B” in the current recommendations of the United States Preventive Services Task Force when received from an In-Network provider are covered without payment of any Deductible, Copayment, or Coinsurance requirement that would otherwise apply. Tobacco cessation treatment includes:

- Screening for tobacco use; and
- At least two (2) tobacco cessation attempts per year (for participants who use tobacco products). Covering a cessation attempt is defined to include coverage for:
  - Four (4) tobacco cessation counseling sessions of at least ten (10) minutes each (including telephone counseling, group counseling and individual counseling) without prior authorization, and
  - One ninety (90) day treatment regimen of all Food and Drug Administration (FDA)-approved Tobacco cessation medications (including both prescription and over-the-counter medications) for a ninety (90) day treatment regimen when prescribed by a Health Care Provider without prior authorization.

### **Not Covered:**

- *Acupuncture*
- *Hypnotism*

## Allergy care

Allergy care coverage is as follows:

- Testing and treatment
- Allergy injections
- Allergy serum

### **Not Covered:**

- *Air conditions, air filters, or other products to eradicate dust mites*
- *Any form of allergy testing and immunotherapy that is considered experimental or not FDA approved*
- *Chiropractic manipulations for allergies*
- *Diet therapy (specialty foods) for allergies*
- *Duplicate services, including allergy testing for percutaneous scratch tests, intradermal tests, and patch tests*
- *Homeopathic treatment of allergies*
- *Provocative food testing*
- *Sublingual allergy desensitization*

## Diabetes supplies, equipment, and education

Diabetic Services coverage is as follows:

**NOTE:** Indicated Durable Medical Equipment (DME) requires Certification; failure to get Certification may result in a reduction or denial of benefits. (See Services requiring Preauthorization/Prior Approval in Section 2.)

<b>Item (* Certification Required)</b>	<b>Must be obtained at:</b>	<b>Benefit/Cost Information</b>
<ul style="list-style-type: none"> <li>Blood Glucose test stripes</li> <li>Glucagon</li> <li>Glucometers</li> <li>Glucose Agents</li> <li>Lancets and lancet devices</li> <li>Prescribed oral agents for controlling blood sugars</li> <li>Syringes</li> <li>Urine testing strips</li> </ul>	Pharmacy (prescription required)	Pharmacy Benefit  Depending on plan, copay or deductible/coinsurance may apply
<ul style="list-style-type: none"> <li>Blood glucose monitors, including Continuous Glucose Monitors (CGM)*</li> <li>Continuous Glucose Monitor Supplies</li> <li>Custom diabetic shoes and inserts limited to one (1) pair of depth-inlay shoes and three (3) pairs of inserts; or one (1) pair of custom molded shoes (including inserts) and three (3) additional pairs of inserts</li> <li>Insulin infusion devices*</li> <li>Insulin Pump Supplies</li> </ul>	Durable Medical Provider	Medical Benefit  Deductible/Coinsurance will apply

- Routine foot care, including toenailtrimming is covered.
- Diabetes self-management training and education shall only be covered if:
  - the service is provided by a Physician, nurse, dietitian, pharmacist or other licensed health care Practitioner and/or Provider who satisfies the current academic eligibility requirements of the National Certification Board for Diabetic Educators and has completed a course in diabetes education and training or has been certified by a diabetes educator; and
  - the training and education is based upon a diabetes program recognized by the American Diabetes Association or a diabetes program with a curriculum approved by the American Diabetes Association or the North Dakota Department on Health.

**Not Covered:** Food items for medical nutrition therapy

## Dialysis benefit

Dialysis for renal disease coverage is as follows:

- Services include equipment, training, and medical supplies required for effective dialysis care. Coordination of Benefit (COB) Provisions apply. For more information on COB, please see Section 6.

**Not Covered:**

- Compact (portable) travel hemodialyzer system
- Dialysis services received by Non-Participating Providers when traveling out of the service area
- Hemodialysis machine (not separately payable)
- Unspecified complication of kidney transplant
- Wearable artificial kidney, each

## Phenylketonuria (PKU) benefit

Phenylketonuria Coverage is as follows:

- Testing, diagnosis and treatment of Phenylketonuria and inherited metabolic diseases of amino acid or organic acid including dietary management, medical foods and low-protein modified food products determined by a physician to be medically necessary, formulas, Case Management, intake and screening, assessment, comprehensive care planning and service referral.

### **Not Covered:**

- *PKU dietary desserts and snack items*
- *Low protein modified food products or medical food for PKU to the extent those benefits are available under a Department of Health program or other state agency*

## Amino acid-based elemental oral formulas benefit

Amino acid-based elemental oral formula coverage is as follows:

- Coverage for medical foods and low-protein modified food products determined by a physician to be medically necessary for the therapeutic treatment of an inherited metabolic disease of amino acid or organic acid.

### **Not Covered:**

- *Dietary desserts and snack items*
- *Low protein modified food products or medical food for PKU to the extent those benefits are available under a Department of Health program or other state agency*

## Nutritional Counseling

Nutritional Counseling coverage is limited to twelve (12) visits per calendar year.

### **Not covered:**

- *Dietary surveillance and counseling*
- *Education and training for patient self-management by a qualified, non-physician health care professional using a standardized curriculum, face-to-face with the patient (could include caregiver/family)*
- *Online assessment and management service provided by a qualified no physician health care professional, internet or electronic communications.*

## Artificial Nutrition

Artificial Nutrition coverage is as follows:

**NOTE:** This requires Certification; failure to get Certification may result in a reduction or denial of benefits. (See Services requiring Preauthorization/Prior Approval in Section 2.)

- Parenteral nutrition formula and supplies
- Enteral nutrition formula and supplies

*\*Coverage is subject to Sanford Health Plan Guidelines.*

### **Not covered:**

- *Formula and supplements available Over the Counter*

## Physical, speech and occupational therapies benefit

Therapies coverage is as follows:

- Outpatient Rehabilitative Therapies directed at improving physical functioning of the Member, which are expected to provide significant improvement within two (2) months, as certified on a prospective basis. Coverage includes:
  - Physical Therapy; limited to thirty (30) visits per therapy (condition) per calendar year.
  - Occupational Therapy; limited to thirty (30) visits per therapy (condition) per calendar year.
  - Speech Therapy limited to thirty (30) visits per therapy (condition) per calendar year.
- Coverage is provided for habilitative services, which include the management of limitations and disabilities, and services or programs that help maintain or prevent deterioration in physical, cognitive, or behavioral function. See “Durable Medical Equipment (DME)” later in this Section for coverage of devices related to habilitative services.
  - Coverage for Habilitative Therapy is limited to thirty (30) visits per therapy (condition) per calendar year.
- Services must be provided in accordance with a prescribed plan of treatment ordered by a Practitioner and/or Provider. Benefits are not available for Maintenance Care.
- Includes One-to-one water therapy

- Physical therapy and Vitamin D supplements with a prescription order are covered at 100% (no cost) for Members ages sixty-five (65) and older who are at increased risk for falls. Benefits are subject to medical necessity.

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**Not Covered:**

- Educational or non-medical services for learning disabilities and/or behavioral problems, including those educational or non-medical services provided under the Individuals with Disabilities Education Act (IDEA)*
- Hot/cold pack therapy including polar ice therapy and water circulating devices*
- Maintenance Care that is typically long-term, by definition not therapeutically necessary but is provided at regular intervals to promote health and enhance the quality of life; this includes care provided after maximum therapeutic improvement, without a trial of withdrawal of treatment, to prevent symptomatic deterioration or initiated by Members without symptoms in order to promote health and to prevent further problems*
- Services provided in the Member's home for convenience*
- Traction services*

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## Cardiac Rehabilitation Therapy

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Cardiac rehabilitation therapy coverage is as follows:

- Cardiac rehabilitation delivered as part of an inpatient hospitalization
- Outpatient cardiac rehabilitation is a covered benefit when referred by a physician and provided under the general supervision of a physician (limited to 36 visits per calendar year)

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**Not covered:**

- Maintenance Therapy*

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## Foot care benefits

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Foot care coverage is available for the following:

- Routine foot care covered for Members with diabetes only. See Section 3(a) *Diabetes supplies, equipment, and education* for more information on Sanford Health Plan policies.
- Non-routine diagnostic testing and treatment of the foot due to illness or injury.

**NOTE:** See *Orthotic and prosthetic devices* in this section for information on podiatric shoe inserts.

**Not Covered:**

- Cutting, removal, or treatment of corns, calluses, or nails for reasons other than authorized corrective surgery (except as stated above and in this section under "Diabetes supplies, equipment, and education")*
- Diagnosis and treatment of weak, strained, or flat feet*

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## Hearing services (testing, treatment, and supplies) benefit

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Hearing services coverage is as follows:

**NOTE:** Indicated Durable Medical Equipment (DME) and Implant/Stimulators require Certification; failure to get Certification may result in a reduction or denial of benefits. (See Services requiring Preauthorization/Prior Approval in Section 2)

- Sudden sensorineural hearing loss (SSNHL), and diagnostic testing and treatment related to acute illness or injury.
- External hearing aids for the treatment of a hearing loss that is not due to the gradual deterioration that occurs with aging and/or other lifestyle factors. *This is a DME that requires Certification*
  - Benefit is limited to one hearing aid, per ear, per Member, every three (3) years, in alignment with medical necessity and Plan guidelines.
  - The provision of hearing aids must meet criteria for rehabilitative and/or habilitative services coverage and either:
    - provide significant improvement to the Member within two (2) months, as certified on a prospective and timely basis by Sanford Health Plan; or
    - help maintain or prevent deterioration in physical, cognitive, or behavioral function.
- Cochlear implants and bone-anchored (hearing-aid) implants. *. This is an Implant/Stimulator that requires Certification*

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**Not Covered:**

- All other hearing related supplies, purchases, examinations, testing or fittings*
- External hearing aids, non-implant devices, or equipment to correct gradual hearing impairment or loss that occurs with aging and/or other lifestyle factors*
- Tinnitus Maskers*
- Treatment of gradual deterioration of hearing that occurs with aging and/or other lifestyle factors, and related adult hearing screening*

## Vision services (testing, treatment, and supplies) benefit

Vision services coverage is as follows:

**NOTE:** Indicated Durable Medical Equipment (DME) and Implant/Stimulators require Certification; failure to get Certification may result in a reduction or denial of benefits. (See Services requiring Preauthorization/Prior Approval in Section 2)

- Non-routine vision exams relating to disease or injury of the eye
- Cataract Surgery. *Certification Required.*
- Dilated eye examination for diabetes-related diagnosis (limit of one exam per Member per year)
- Vision therapy
- Eyeglasses or contact lenses for Members diagnosed with aphakia (the absence of the lens of the eye, due to surgical removal, a perforated wound or ulcer, or a congenital condition resulting in complications which include the detachment of the vitreous or retina, and glaucoma)
  - Eyeglasses, including lenses and one frame per lifetime or clear contact lenses for the aphakia eye will be covered for two (2) single lens per Calendar Year
  - Scleral Shells: Soft shells limited to two (2) per Calendar Year. Hard shells limited to one (1) per lifetime

### Additional pediatric (child) vision services benefit

Coverage is provided for emergency, preventive and routine vision care for Members up to age nineteen (19). Pediatric vision services will terminate at the end of the month in which the Member reaches age nineteen (19).

### VISION EXAMS

One examination is allowed annually for routine vision examinations, including:

- Refraction and glaucoma screening (tonometry test);
- Visual training for children under age ten (10);
- Dilated eye examination for diabetes-related diagnosis;
- Visual training services, including orthoptics and pleoptic training, provided to children under age ten (10) for the treatment of amblyopia (commonly referred to as lazy eye).

### PRESCRIBED LENSES AND FRAMES

- Coverage for prescribed lenses are allowed once every calendar year for prescribed single vision, bifocal or trifocal lenses, including directly related professional services.
- Coverage for frames limited to once every other calendar year.
- Coverage for contact lenses in lieu of the prescribed frames and/or lenses benefit once every calendar year.

### POST-OPERATIVE REFRACTIVE EXAMINATION(S)

- Coverage is provided for a post-operative refractive examination(s) when used instead of the benefits listed above. The annual vision examination, refraction, single vision lenses and frames must be available in order for a post-operative refractive examination(s) benefit to be available. If the Member Child uses the vision benefit for a post-operative refractive examination(s), additional benefits for vision examinations and refractions, lenses and frames, or contact lenses will not be allowed until the next calendar year.

#### **Not Covered:**

- *Additional refractive procedure (including lens) after coverage of initial lens at time of cataract correction*
- *Benefits are not available for complications resulting from refractive surgery*
- *Charges for cosmetic attachments to lenses or frames including but not limited to: monograms or facets, roll or polish edges for rimless lenses, tinting of lenses; i.e. photogray for glass lenses and transition for plastic lenses, slimlite or hi-index lenses, polythin or polycarbonate lenses, oversized lenses; i.e. large or oversize goggle blanks, highpower, specialty lenses; i.e. Smart Seq., executive, bifocal or trifocal extra wide*
- *Contact lens cleaning supplies*
- *Correction of Refractive Errors of the Eye*
- *Lasik eye surgery*
- *Pre- and post-operative refractive services except as specified in the Covered Services Section of this Certificate of Coverage*
- *Protective or scratch coating for plastic lenses*
- *Radial Keratotomy, Myopic Keratomileusis, and any surgery involving corneal tissue for the purpose of altering, modifying, or correcting myopia, hyperopia, or stigmatic error*
- *Routine cleaning of Scleral Shells*
- *Safety lenses*
- *Services or supplies determined by Sanford Health Plan to be special or unusual, including orthoptics, vision training and vision aids*

*(except for Members under the age of ten (10))*

- *Slab-off lenses*
- *Sunglasses*
- *The replacement of lost or broken lenses or frames unless at the time of replacement the Member is eligible for prescribed lenses or frames*
- *Vision exams (routine), vision services and supplies for Members ages nineteen (19) and older*
- *Visual field exams*

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## Orthotic and prosthetic devices benefits

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Orthotic and prosthetic device coverage is as follows:

**NOTE:** Indicated Durable Medical Equipment (DME) requires Certification; failure to get Certification may result in a reduction or denial of benefits. (See Services requiring Preauthorization/Prior Approval in Section 2.)

- Prosthetic limbs, sockets and supplies, and prosthetic eyes
- Externally worn breast prostheses and surgical bras, including necessary replacements following a mastectomy. Includes two (2) external prosthesis per Calendar Year and six (6) bras per Calendar Year. For double mastectomy: coverage extends to four (4) external prosthesis per Calendar Year and six (6) bras per Calendar Year.
- Adjustments and/or modification to the prosthesis required by wear/tear or due to a change in Member's condition or to improve the function are eligible for coverage and do not require prior authorization.
- Repairs necessary to make the prosthetic functional are covered and do not require authorization. The expense for repairs is not to exceed the estimated expense of purchasing another prosthesis.
- Devices permanently implanted that are not Experimental or Investigational Services, such as artificial joints, pacemakers, and surgically implanted breast implant following mastectomy. This is a DME that requires Certification.
- Cranial Prosthesis, including wigs up to \$200.

**NOTE:** Internal prosthetic devices are paid as Hospital benefits; see Section 4(b) for payment information. Insertion of the device is paid under the surgery benefit

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### **Not Covered:**

- *Duplicate or similar items*
- *Experimental and/or Investigational Services or devices except as part of an Approved Clinical Trial*
- *Hair transplants or hair plugs*
- *Replacement or repair of items, if the items are damaged or destroyed by the Member's misuse, abuse or carelessness; or if lost or stolen*
- *Revision/replacement of prosthetics (except as noted per Sanford Health Plan guidelines (available upon request))*
- *Service call charges, labor charges, charges for repair estimates*

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## Durable medical equipment (DME) benefits

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Durable medical equipment (DME) coverage is as follows:

- Covered DME equipment prescribed by an attending Practitioner and/or Provider, which is Medically Necessary, not primarily and customarily used for non-medical purposes, designed for prolonged use, and for a specific therapeutic purpose in the treatment of an illness or injury. Limitations per policy guidelines apply (available upon request).
- Rehabilitative services, which are health care services and devices that help a person keep, learn, or improve skills and functioning for daily living, are covered. [45 CFR 156.115 (a) (5) (i)]
- Casts, splints, braces, crutches and dressings for the treatment of fracture, dislocation, torn muscles or ligaments and other chronic conditions per Sanford Health Plan guidelines (available upon request) are covered.

The following DME require Certification; failure to get Certification will result in a reduction or denial of benefits. (See Services requiring Certification in Section 2.):

- Airway Clearance Device
- Beds such as Hospital beds and mattresses
- Communication Device
- Cranial Molding Helmet
- Equipment that has a cost over \$10,000.00
- Insulin Pump
- Phototherapy UVB Light Device
- Pneumatic Compression with external pump

- Prosthetic Limb
- Selected Orthotics

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**Not Covered:**

- *Any other equipment and supplies which Sanford Health Plan determines are not eligible for coverage*
- *Commodes and/or similar convenience items*
- *Coverage is limited to one (1) piece of same-use equipment (e.g. mobilization, suction), unless replacement is covered under the replacement guidelines in this policy. Duplicate or back up equipment is not a covered benefit.*
- *Deluxe equipment*
- *Disposable supplies (including diapers) or non-durable supplies and appliances, including those associated with equipment determined not to be eligible for coverage*
- *Duplicate or similar items*
- *First aid or precautionary equipment such as standby portable oxygen units*
- *Home Modifications including, but not limited to, its wiring, plumbing or changes for installation of equipment*
- *Home Traction Units*
- *Household equipment which primarily has customary uses other than medical, such as, but not limited to, air purifiers, central or unit air conditioners, water purifiers, non-allergic pillows, waterbeds, physical fitness equipment, hot tubs, or whirlpools*
- *Household fixtures including, but not limited to, escalators or elevators, ramps, swimming pools and saunas*
- *Items which are primarily educational in nature or for vocation, comfort, convenience or recreation*
- *Maintenance and service fee for capped-rental items*
- *Orthopedic shoes; custom made orthotics if not covered by Sanford's internal guidelines; over-the-counter orthotics and appliances*
- *Remote control devices as optional accessories*
- *Replacement or repair of equipment if items are damaged or destroyed by Member misuse, abuse, or carelessness, lost, or stolen*
- *Revision of durable medical equipment, except when made necessary by normal wear or use*
- *Sales tax, mailing, delivery charges, service call charges, or charges for repair estimates*
- *Self-help and adaptive aids are not a covered benefit, including assistive communication devices and training aids.*
- *Upgrades of equipment for outdoor use, or equipment needed for use outside of the home that is not needed for in-home use, are not covered.*
- *Vehicle modifications including, but not limited to, hand brakes, hydraulic lifts, and car carrier*

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## Implants/Stimulators

Implants/Stimulators coverage is as follows:

- Implants and Stimulators prescribed by an attending Practitioner and/or Provider and are Medically Necessary are covered. Limitations per Certificate of Insurance guidelines apply (available upon request).
- **NOTE:** The following Implants/Stimulators require Certification; failure to get Certification may result in a reduction or denial of benefits. (See Services requiring Preauthorization/Prior Approval (Certification) in Section 2.):
  - Bone Growth (external)
  - Cochlear Implant (Device and Procedure)
  - Deep Brain Stimulation
  - Gastric Stimulator
  - Insertion, Removal, and Revisions of all Implants
  - Spinal Cord Stimulator (Device and Procedure)
  - Vagus Nerve Stimulator

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## Home health services

Home health services coverages is as follows:

**NOTE:** Certification is required; failure to get Certification will result in a reduction or denial of benefits. (See Services requiring Certification in Section 2.)

**The following is covered if approved by Sanford Health Plan in lieu of Hospital or Skilled Nursing Facility:**

- part-time or intermittent care by a RN or LPN/LVN
- part-time or intermittent home health aide services for direct patient care only
- physical, occupational, speech, inhalation, and intravenous therapies up to the maximum benefit allowable
- medical supplies, prescribed medicines, and lab services, to the extent they would be covered if the Member were Hospitalized

**NOTE:** Member must be home-bound to receive home health services. Benefit limited to 40 visits in a Calendar Year and does not include meals, custodial care or housekeeping. One (1) home health visit constitutes four (4) hours of nursing care.

**Not Covered:**

- *Custodial or convalescent care*
- *Daycare, Attendant, or Homemaker Services*
- *Home delivered meals or laundry services*
- *Nursing care requested by, or for the convenience of the Member or the Member's family (rest cures)*

## Private Duty Nursing

Private duty nursing coverage is as follows:

**NOTE:** Certification is required; failure to get Certification may result in a reduction or denial of benefits if the service would not otherwise be covered. (See Services requiring Certification in Section 2.)

Private Duty Nursing is nursing care that is provided to a Member on a one-to-one basis by licensed nurse in an inpatient or home setting when any of the following are true:

- No skilled services are already being provided.
- Skilled nursing resources are available in the facility.
- The skilled care can be provided by a Home Health Agency on a per visit basis for a specific purpose.
- The service is provided to a Covered Person by an independent nurse who is hired directly by the Covered Person or his/her family. This includes nursing services provided on an inpatient or home-care basis, whether the service is skilled or non-skilled independent nursing.

**Not covered:**

- *Services that can be provided safely and effectively by a non-clinically trained person*
- *Services that involve payment of family members or nonprofessional care givers for services performed for the member*

## Chiropractic services

Chiropractic services coverage is as follows:

- Non-Surgical Spinal treatment and chiropractic services.
- Limited to twenty (20) visits each Calendar Year, regardless of whether performed by a chiropractor or other licensed Provider authorized to perform such services

**Not Covered:**

- *Hot/cold pack therapy including polar ice therapy and water circulating devices*
- *Therabands, cervical pillows, traction services,*
- *Vitamins and minerals unless otherwise specified as covered in this Policy,*

## Clinical trial benefits

Clinical trial benefits are as follows:

**NOTE:** This requires Certification; failure to get Certification may result in a reduction or denial of benefits. (See Services requiring Preauthorization/Prior Approval in Section 2)

Clinical Trials are covered as Routine Patient Costs when provided as part of an Approved Clinical Trial if the services are otherwise Covered Services. An In-Network Participating Practitioner and/or Provider must provide Sanford Health Plan notice of a Member's participation in an Approved Clinical Trial.

Routine Patient Costs means the cost of Medically Necessary Health Care Services related to the care method that is under evaluation in an Approved Clinical Trial. Routine Patient Costs do not include any of the following.

- The Health Care Service that is the subject of the Approved Clinical Trial.
- Any treatment modality that is not part of the usual and customary standard of care required to administer or support the Health Care Service that is the subject of the Approved Clinical Trial.
- Any Health Care Service provided solely to satisfy data collection and analysis needs that are not used in the direct clinical management of the patient.
- An investigational drug or device that has not been approved for market by the federal Food and Drug Administration.
- Transportation, lodging, food, or other expenses for the patient or a family member or companion of the patient that is associated with travel to or from a Facility where an Approved Clinical Trial is conducted.
- A Health Care Service that is provided by the sponsor of the Approved Clinical Trial free of charge for any new patient.
- A Health Care Service that is eligible for reimbursement from a source other than this Contract, including the sponsor of the



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**Not covered:**

- *Extra care costs related to taking part in an Approved Clinical Trial such as additional tests that a Member may need as part of the trial, but not as part of the Member's routine care.*
- *Research costs related to conducting the Approved Clinical Trial such as research Physician and nurse time, analysis of results, and clinical tests performed only for research purposes. These costs are generally covered by the Approved Clinical Trial; Sanford Health Plan does not cover these costs.*

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## Oncology treatment benefits

Oncology treatment coverage is as follows:

**NOTE:** Certification is required; failure to get Certification may result in a reduction or denial of benefits if the service would not otherwise be covered. (See Services requiring Certification in Section 2.)

- Radiation Therapy. *This is an Oncology Service/Treatment that requires Certification.*
- Chemotherapy, regardless of whether the Member has separate prescription drug benefit coverage. *This is an Oncology Service/Treatment that requires Certification.*
  - The same cost-sharing amounts apply for intravenously administered or injected cancer chemotherapy agents as for prescribed, orally-administered, anticancer medications used to kill or slow the growth of cancerous cells

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## Other treatment therapies not specified elsewhere

Treatment therapy is as follows:

- Inhalation Therapy
- Pheresis Therapy

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**Not Covered:**

- *Non-surgical treatments that do not meet the Plan's medically necessary guidelines (available upon request)*
- *Treatment received outside of the United States*

## Section 3(b) Services provided by a Hospital or other Facility

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### Here are some important things you should keep in mind about these benefits:

- Please remember that all benefits are subject to the definitions, limitations, and exclusions in this Certificate of Coverage and are payable only when we determine they are Medically Necessary.
- In-Network Participating Practitioner and/or Providers must provide or arrange your care and you must be hospitalized in a Network Facility, per Sanford Health Plan guidelines.
- Mental Health and Substance Use Disorder benefits provided by a Hospital or other Facility are outlined in Section 3(d).
- Be sure to read Section 2, *How you get care*, for valuable information about conditions for coverage.
- **YOU MUST GET PRE-AUTHORIZATION (CERTIFICATION) OF SOME OF THESE SERVICES.** See the benefits description below.

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## Benefit Description

### Admissions

Admission coverage is as follows:

**NOTE:** Certification is required; failure to get Certification will result in a reduction or denial of benefits. (See Services requiring Certification in Section 2.)

#### Coverage of Hospital Services includes:

- Room and board
- Critical care services
- Use of the operating room and related facilities
- General Nursing Services, including special duty Nursing Services if approved by Sanford Health Plan
- The administration of whole blood and blood plasma is a Covered Service. The purchase of whole blood and blood components is not covered unless such blood components are classified as drugs in the *United States Pharmacopoeia*.
- Special diets during Hospitalization, when specifically ordered
- Other services, supplies, biologicals, drugs and medicines prescribed by a Practitioner and/or Provider during Hospitalization

**NOTE:** If you need a mastectomy, you may choose to have the procedure performed on an inpatient basis and remain in the Hospital up to forty-eight (48) hours after the procedure.

#### Not Covered:

- *Admissions to Hospitals performed only for the convenience of the Member; the Member's family; or the Member's Practitioner and/or Provider*
- *Convalescent care*
- *Custodial care*
- *Intermediate level or Domiciliary care*
- *Personal comfort items (telephone, television, guest meals and beds)*
- *Rest cures*
- *Services to assist in activities of daily living*
- *Take-home drugs*

### Outpatient hospital or ambulatory surgical center benefits

Outpatient Hospital or Ambulatory Surgical Center Coverage is as follows:

**NOTE:** Certification is required; failure to get Certification will result in a reduction or denial of benefits. (See Services requiring Certification in Section 2.)

**Health Care Services, furnished in connection with a surgical procedure, performed in an In-Network Participating surgical center such as:**

- Outpatient Hospital surgical center
- Outpatient Hospital services such as diagnostic tests
- Ambulatory Surgical Center (same day surgery)

**Not Covered:**

- Blood and blood derivatives replaced by the Member
- Surgical procedures that can be done in a Practitioner office setting (i.e. vasectomy, toe nail removal)
- Take-home drugs

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**Skilled nursing care facility benefits**

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Skilled Nursing Facility coverage is as follows:

**NOTE:** Certification is required; failure to get Certification will result in a reduction or denial of benefits. (See Services requiring Certification in Section 2.)

- Skilled Nursing Facility Services are covered if approved by Sanford Health Plan in lieu of continued or anticipated Hospitalization

**The following Skilled Nursing Facility Services are covered when provided through a state licensed nursing Facility or program:**

- a. Skilled nursing care, whether provided in an inpatient skilled nursing unit, a Skilled Nursing Facility, or a subacute (swing bed) Facility
- b. Room and board in a Skilled Nursing Facility
- c. Special diets in a Skilled Nursing Facility, if specifically ordered

Skilled nursing Facility care is limited to thirty (30) days in a consecutive twelve (12) month period. Skilled nursing care in a Hospital shall be covered if the level of care needed by a Member has been reclassified from acute care to skilled nursing care and no designated skilled nursing care beds or swing beds are available in the Hospital or in another Hospital or Facility within a thirty (30) mile radius of the Hospital.

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**Not Covered:**

- Custodial care
- Convalescent care
- Intermediate level or Domiciliary care
- Residential care
- Rest cures
- Services to assist in activities of daily living

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**Hospice care services**

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Hospice Care coverage is as follows:

**A Member may elect to receive hospice care, instead of the traditional Covered Services provided under the Contract, when the following circumstances apply:**

- a. The Member has been diagnosed with a terminal disease and a life expectancy of six (6) months or less;
- b. The Member has chosen a palliative treatment focus (i.e. emphasizing comfort and support services rather than treatment attempting to cure the disease or condition); and
- c. The Member continues to meet the terminally ill prognosis as reviewed by Sanford Health Plan's Chief Medical Officer over the course of care.

**The following Hospice Services are Covered Services:**

- a. Admission to a hospice Facility, Hospital, or Skilled Nursing Facility for room and board, supplies and services for pain management and other acute/chronic symptom management
- b. In-home hospice care per Sanford Health Plan guidelines (available upon request)
- c. Part-time or intermittent nursing care by a RN, LPN/LVN, or home health aide for patient care up to eight (8) hours per day
- d. Social services under the direction of a Participating Provider
- e. Psychological and dietary counseling
- f. Physical or occupational therapy, as described under Section 3(a)
- g. Consultation and Case Management services by an In-Network Participating Practitioner and/or Provider
- h. Medical supplies, DME and drugs prescribed by an In-Network Participating Practitioner and/or Provider
- i. Expenses for In-Network Participating Practitioner and/or Providers for consultant or Case Management services, or for physical or occupational therapists, who are not Group Members of the hospice, to the extent of coverage for these services as listed in Section 3(a), but only where the hospice retains responsibility for the care of the Member

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**Not Covered:**

- Fees for room and board unless Prior Authorized
- Independent nursing, homemaker services,

## Reconstructive surgery benefits

Reconstructive surgery coverage is as follows:

**NOTE:** The following services require Certification; failure to get Certification will result in a reduction or denial of benefits. (See Services requiring Certification in Section 2.)

- Surgery to restore bodily function or correct a deformity caused by illness or injury
- If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). Coverage for mastectomy related benefits will be provided in a manner determined in consultation with the attending physician and Member. Coverage will be provided for reconstructive breast surgery and physical complications at all stages of a mastectomy, including lymphedema for those Members who had a mastectomy resultant from a disease, illness, or injury. For single mastectomy: coverage extends to the non-affected side to make it symmetrical with the affected breast post-surgical reconstruction. Breast prostheses and surgical bras and replacements are also covered (see Prosthetic devices in Section 3(a)). Deductible and coinsurance applies as outlined in your *Summary of Benefits and Coverage*.

### **Not Covered:**

- *Cosmetic Services and/or supplies to repair or reshape a body structure primarily for the improvement of a Member's appearance or psychological well-being or self-esteem, including but not limited to, breast augmentation, skin disorders, rhinoplasty, liposuction, scar revisions, and cosmetic dental services*
- *Removal, revision or re-implantation of saline or silicone implants for: breast implant malposition; unsatisfactory aesthetic outcome; patient desire for change of implant; patient fear of possible negative health effects; or removal of ruptured saline implants that do not meet Medical Necessity criteria.*

## Oral and maxillofacial surgery benefits

Oral and maxillofacial surgery coverage is as follows:

**NOTE:** Indicated services are considered Outpatient Surgery, Services or DME that require Certification; failure to get Certification will result in a reduction or denial of benefits. (See Services requiring Certification in Section 2.)

- Oral surgical procedures limited to services required because of injury, accident, or cancer that damages Natural Teeth. *This is an Outpatient Surgery that requires Certification.*
  - Care must be received within twelve (12) months of the occurrence
- Orthognathic Surgery per Plan guidelines. *This is an Outpatient Surgery that requires Certification*
  - Associated radiology services are included
  - "Injury" does not include injuries to Natural Teeth caused by biting or chewing
  - Coverage applies regardless of whether the services are provided in a Hospital or a dental office
- Coverage for Temporomandibular Joint (TMJ) Dysfunction and/or Temporomandibular Disorder (TMD) is as follows:
  - Services for the Treatment and Diagnosis of TMJ/TMD are covered subject to Medical Necessity defined by Sanford Health Plan's Medical coverage guidelines
  - Manual therapy and osteopathic or chiropractic manipulation treatment if performed by physical medicine Providers
  - TMJ Splints and adjustments if your primary diagnosis is TMJ/TMD
    - Splint limited to one (1) per Member per benefit period.
- Diagnosis and treatment for craniomandibular disorder are covered subject to Medical Necessity defined by Sanford Health Plan's Medical coverage guidelines
- Anesthesia and Hospitalization charges for dental care are covered for a Member who: *This is an Outpatient Service requires Certification:*
  - is a child age nine (9) or older - (*Certification is not required for children under nine (9)*); and
  - is severely disabled or otherwise suffers from a developmental disability; or
  - has a high-risk medical condition(s) as determined by a licensed Physician that places the Member at serious risk..

### **Not Covered:**

- *Dental appliances of any sort, including but not limited to those related to Sleep Apnea, bridges, braces, and retainers (except for appliances for treatment of TMJ/TMD)*
- *Dental care and treatment (routine or non-routine) for Members ages nineteen (19) and older*
- *Dental x-rays or dental appliances*
- *Extraction of wisdom teeth*
- *Hospitalization for extraction of teeth except as required by N.D.C.C. §26.1-36-09.9*
- *Natural teeth replacements including crowns, bridges, braces or implants*
- *Osseointegrated implant surgery (dental implants)*
- *Services and supplies related to ridge augmentation, implantology, and Preventive vestibuloplasty*
- *Services determined to be cosmetic by Sanford Health Plan*
- *Shortening of the mandible or maxillae for cosmetic purposes*

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## Transplant services

Transplant services coverage is as follows:

**NOTE:** Prior Authorization is required; failure to get Prior Authorization will result in a reduction or denial of benefits. (See Services requiring Prior Authorization in Section 2.)

**Coverage is provided for transplants according to Sanford Health Plan's medical coverage guidelines (available upon request) for the following services:**

- Bone marrow or stem cell acquisition and short term storage during therapy for a Member with a covered illness
- Drugs (including immunosuppressive drugs)
  - Organ acquisition costs including: For cadaver donors: operating room services, intensive care cost, preservation supplies (perfusion materials and equipment), preservation technician's services, transportation cost, and tissue typing of the cadaver organ
  - For living donors: organ donor fees, recipient registration fees, laboratory tests (including tissue typing of recipient and donor), and Hospital services that are directly related to the excision of the organ. Living donor transplant-related complications for sixty (60) days following the date the organ is removed, if not otherwise covered by donor's own health benefit plan, by another group health plan or other coverage arrangement
- Post-transplant care and treatment
- Pre-operative care
- Psychological testing
- Second Opinions
  - SHP will notify the Member if a second opinion is required at any time during the determination of benefits period. If a Member is denied a transplant procedure by the transplant facility, the Plan will allow them to go to a second transplant facility for evaluation. If the second facility determines, for any reason, that the Member is an unacceptable candidate for the transplant procedure, benefits will not be paid for further transplant related services and supplies, even if a third transplant facility accepts the Member for the procedure.
- Short-term storage of umbilical cord blood for a Member with a malignancy undergoing treatment when there is a donor match.
- Supplies (must be Prior Authorized)
- Transplant procedure, Facility and professional fees

**Transplants that meet the United Network for Organ Sharing (UNOS) criteria and/or Sanford Health Plan policy requirements that are performed at In-Network Participating Practitioner and/or Providers or contracted Centers of Excellence are covered.**

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### **Not Covered:**

- *Artificial organs, any transplant or transplant services not listed above*
- *Costs related to locating and/or screening organ donors*
- *Donor expenses for complications that occur after sixty (60) days from the date the organ is removed, regardless if the donor is covered as a Member or not*
- *Expenses incurred by a Member as a donor, unless the recipient is also a Member*
- *Services, chemotherapy, radiation therapy (or any therapy that damaged the bone marrow), supplies drugs and aftercare for or related to artificial or non-human organ transplants*
- *Services, chemotherapy, supplies, drugs and aftercare for or related to human organ transplants not specifically approved by the Sanford Health Plan's Chief Medical Officer or its designee*
- *Services, chemotherapy, supplies, drugs and aftercare for or related to transplants performed at a center of excellence that is not an In-Network Participating Practitioner and/or Provider*
- *Storage of stem cells including storing umbilical cord blood of non-diseased persons for possible future use*
- *Transplant evaluations with no end organ complications*
- *Transplants and transplant evaluations that do not meet the United Network for Organ Sharing (UNOS) criteria*

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## Anesthesia services

Coverage is available for services of an anesthesiologist or other certified anesthesia Provider in connection with a Certified inpatient or outpatient procedure or treatment.

## Section 3(c) Emergency services/accidents

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### Here are some important things to keep in mind about these benefits:

- Please remember that all benefits are subject to the definitions, limitations, and exclusions in this Certificate of Coverage and are payable only when we determine they are Medically Necessary.
- Be sure to read Section 2, *How you get care*, for valuable information about conditions for coverage.

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## Benefit Description

### What is an Emergency Medical Condition?

An Emergency Medical Condition is the sudden and unexpected onset of a health condition that would lead a prudent layperson acting reasonably and possessing the average knowledge of health and medicine to believe that the absence of immediate medical attention could result in serious impairment to bodily functions or serious dysfunction of a bodily organ or part or would place the person's health, or with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy.

### What is an Urgent Care Situation?

An Urgent Care Situation is a degree of illness or injury, which is less severe than an Emergency Condition, but requires prompt medical attention within twenty-four (24) hours, such as stitches for a cut finger. If an Urgent Care Situation occurs, Members should contact their Primary Care Physician immediately, if one has been selected, and follows his or her instructions. A Member may always go directly to an urgent care or after-hours clinic.

The Health Plan covers worldwide emergency services necessary to screen and stabilize Members without Certification in cases where a Prudent Layperson, acting reasonable, believed that an Emergency Medical Condition existed. Network restrictions do not apply to emergency services received by Practitioners and/or Providers outside of the United States

## Emergency care benefits within our Service Area

Emergency services from Out-of-Network Providers will be covered at the same benefit and Cost Sharing level as services provided by In-Network Providers. If Sanford Health Plan determines the condition did not meet the prudent layperson definition of an emergency, then any Out-of-Network Deductible and Coinsurance amounts will apply and the Member is responsible for charges above the Maximum Allowed Amount.

If an Emergency Medical Condition arises, Members should proceed to the nearest emergency Facility that is an In-Network Participating Practitioner and/or Provider. If the Emergency Medical Condition is such that a Member cannot go safely to the nearest In-Network Participating emergency Facility, then the Member should seek care at the nearest emergency Facility.

The Member or a designated relative or friend must notify Sanford Health Plan and the Member's Primary Care Practitioner and/or Provider, if one has been selected, as soon as reasonably possible after receiving treatment for an Emergency Medical Condition, but no later than forty-eight (48) hours after the Member is physically or mentally able to do so.

Coverage is provided for emergency services necessary to screen and stabilize Members without pre-Certification in cases where a prudent layperson reasonably believed that an Emergency Medical Condition existed. With respect to care obtained from a Non-Participating or Out-of-Network Provider within the Service Area, coverage is provided for emergency services necessary to screen and stabilize a Member and may not require Prospective (pre-service) Review of such services if a Prudent Layperson would have reasonably believed that use of an In-Network Participating Practitioner and/or Provider would result in a delay that would worsen the emergency, or if a provision of federal, state, or local law requires the use of a specific Practitioner and/or Provider. The coverage shall be at the same benefit level as if the service or treatment had been rendered by an In-Network Participating Practitioner and/or Provider.

If a Member is admitted to a Non-Participating or Out-of-Network Provider, Sanford Health Plan will contact the admitting Practitioner and/or Provider to determine Medical Necessity and a plan for treatment. In some cases, where it is medically safe to do so, the Member may be transferred to a In-Network Participating Hospital.

## Emergency care benefits outside our Service Area

If an **Emergency Medical Condition** occurs when traveling outside of the Service Area, Members should go to the nearest emergency Facility to receive care. The Member or a designated relative or friend must notify Sanford Health Plan and the Member's Primary Care Practitioner

and/or Provider, if one has been selected, as soon as reasonably possible after receiving treatment for an Emergency Medical Condition, no later than forty-eight (48) hours after the Member is physically or mentally able to do so.

Coverage will be provided for Emergency Medical Conditions outside of the Service Area (at the In-Network benefit level) unless the Member has traveled outside the Service Area for the purpose of receiving such treatment.

If an **Urgent Care Situation** occurs when traveling outside of the Service Area, Members should contact their Primary Care Practitioner and/or Provider immediately, if one has been selected, and follow his or her instructions. If a Primary Care Practitioner and/or Provider has not been selected, the Member should contact Sanford Health Plan and follow Sanford Health Plan's instructions. Coverage will be provided for Urgent Care Situations outside the Service Area at the In-Network level unless the Member has traveled outside the Service Area for the purpose of receiving such treatment.

**NOTE:** Out-of-Network Coverage will be provided for non-Emergency Medical Condition or non-Urgent Care Situations when traveling outside the Service Area unless care is available from an In-Network Participating Practitioner and/or Provider.

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### Ambulance and transportation services

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Transportation by professional ground ambulance, air ambulance, or on a regularly scheduled flight on a commercial airline is covered when transportation is:

- a. Medically Necessary; and
- b. To the nearest In-Network Participating Practitioner and/or Provider equipped to furnish the necessary Health Care Services, or as otherwise approved and arranged by Sanford Health Plan.

**NOTE:** Certification is required for all Non-Emergency transportation; failure to get Certification will result in a reduction or denial of benefits. (See Services requiring Certification in Section 2.)

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#### **Not Covered:**

- *Reimbursement for personal transportation costs incurred while traveling to/from Practitioner and/or Provider visits or other Health Care Services*
- *Transfers performed only for the convenience of the Member, the Member's family or the Member's Practitioner and/or Provider*
- *Transportation services and/or travel expenses relating to a Non-Emergency Medical Condition*

## Section 3(d) Mental health and substance use disorder benefits

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### Here are some important things to keep in mind about these benefits:

- All benefits are subject to the definitions, limitations, and exclusions in this Certificate of Coverage and are payable only when we determine they are Medically Necessary.
- Be sure to read Section 2, *How you get care*, for valuable information about conditions for coverage.
- **YOU MUST GET PRE-AUTHORIZATION (CERTIFICATION) OF SOME OF THESE SERVICES.** See the benefits description below.

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## Benefit Description

### Mental health treatment benefits

In compliance with the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA), the financial requirements and treatment limitations that apply to Sanford Health Plan's mental health and/or substance use disorder benefits are no more restrictive than the predominant financial requirements or treatment limitations that apply to substantially all medical/surgical benefits. In addition, mental health and substance use disorder benefits are not subject to separate cost sharing requirements or treatment limitations. Mental health and substance use disorders are covered consistent with generally recognized independent standards of current medical practice, which include the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases (ICD).

Coverage is provided for mental health conditions which current prevailing medical consensus affirms substantially impairs perception, cognitive function, judgment, and/or emotional stability, and limits the life activities of the person with the condition(s). This includes but is not limited to the following conditions: schizophrenia; schizoaffective disorders; bipolar disorder; major depressive disorders (single episode or recurrent); obsessive-compulsive disorders; attention-deficit/hyperactivity disorder; autism spectrum disorders; post-traumatic stress disorders (acute, chronic, or with delayed onset) and anxiety disorders that cause significant impairment of function.

Mental health benefits are covered with the same Cost Sharing and restrictions as other medical/surgical benefits under the Contract. Coverage for mental health conditions includes:

- Outpatient Professional services, including therapy by Providers such as psychiatrists, psychologists, clinical social workers, or other qualified mental health professionals
- Inpatient services, including Hospitalizations
- Medication management
- Diagnostic tests
- Electroconvulsive therapy (ECT)
- Partial Hospitalization
- Intensive Outpatient Programs

For outpatient treatment services, the first five (5) hours of treatment of any calendar year will be covered at 100% (no charge). For Members enrolled in a High Deductible Health Plan (HDHP), coverage of the first five (5) hours will not apply when you elect an HSA.

**NOTE:** These benefits are all Admissions or Outpatient Services that require Certification. As with other medical/surgical benefits, failure to get Certification may result in a reduction or denial of benefits. (See Services requiring Certification in Section 2):

- All Inpatient services, including those provided by a Hospital or a Residential Treatment Facility

### **Not Covered:**

- *Convalescent care*
- *Domiciliary care or Maintenance Care*
- *Educational or non-medical services for learning disabilities and/or behavioral problems*
- *Educational or non-medical services provided under the Individuals with Disabilities Education Act (IDEA)*
- *Educational or non-medical services related to behavioral therapy, modification, or training, Milieu therapy*
- *Marriage counseling; pastoral counseling; financial or legal counseling; and custodial care counseling*
- *Sensitivity training*
- *Services related to environmental change*



## Applied Behavior Analysis for Treatment of Autism Spectrum Disorder

Applied Behavior Analysis (ABA) is a covered service for the treatment of Members diagnosed with Autism Spectrum Disorder.

**NOTE:** Certification is required; failure to get Certification may result in a reduction or denial of benefits. (See Services requiring Certification in Section 2):

1. Member must be diagnosed with Autism Spectrum Disorder by a Provider and/or Practitioner qualified to diagnose the condition.
2. ABA as behavioral health treatment is expected to result in the achievement of specific improvements in the Member's functional capacity of their autism spectrum disorder, subject to Plan medical policy and medical necessity guidelines
3. ABA services are only covered when provided by a licensed or certified practitioner as defined by law.
4. Coverage of ABA is subject to preauthorization, concurrent review, and other care management requirements.
5. Limits are subject to the Plan's medical management policies and determinations of Medical Necessity.

## Substance use disorder treatment benefits

In compliance with the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA), the financial requirements and treatment limitations that apply to the mental health and/or substance use disorder benefits are no more restrictive than the predominant financial requirements or treatment limitations that apply to substantially all medical/surgical benefits. In addition, mental health and substance use disorder benefits are not subject to separate Cost Sharing requirements or treatment limitations. Mental health and substance use disorders are covered consistent with generally recognized independent standards of current medical practice, which include the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM), the American Society of Addiction Medicine Criteria (ASAM Criteria), and the International Classification of Diseases (ICD).

Substance use disorder benefits are covered with the same Copays, Deductibles, Coinsurance factors, and restrictions as other medical/surgical benefits under the Plan. Coverage for substance use disorders includes:

- Addiction treatment, including for alcohol, drug-dependence, and gambling issues
- Inpatient services, including Hospitalization
- Outpatient professional services, including therapy by Providers such as psychiatrists, psychologists, clinical social workers, Licensed Chemical Dependency Counselors, or other qualified mental health and substance use disorder treatment professionals
- Partial Hospitalization
- Intensive Outpatient Programs
- For outpatient treatment services, the first five (5) visits of treatment of any calendar year will be covered at 100% (no charge).

For Members enrolled in a High Deductible Health Plan (HDHP), coverage of the first five (5) visits will not apply when you elect an HSA.

**NOTE:** These benefits are all Admissions or Outpatient Services that require Certification; failure to get Certification may result in a reduction or denial of benefits. (See Services requiring Certification in Section 2):

- All Inpatient services, including those provided by a Hospital or a Residential Treatment Facility.

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### **Not Covered:**

- *Confinement Services to hold or confine a Member under chemical influence when no Medically Necessary services are provided, regardless of where the services are received (e.g. detoxification centers)*
- *Domiciliary care or Maintenance Care*
- *Educational or non-medical services for learning disabilities and/or behavioral problems*
- *Educational or non-medical services provided under the Individuals with Disabilities Education Act (IDEA)*
- *Marriage counseling; pastoral counseling; financial or legal counseling; and custodial care counseling*
- *Milieu therapy*
- *Sensitivity training*
- *Services related to environmental change*

## Section 3(e) Prescription drug benefits

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### Here are some important things to keep in mind about these benefits:

- Always refer to your Summary of Benefits (SBC), Formulary and other plan documents for specific details on your coverage.
- SHP covers prescribed drugs and medications, as described in this Section and in your Summary of Benefits/Formulary documents.
- All benefits are subject to definitions, limitations and exclusions listed in this document and are only payable when considered Medically Necessary.
- You must receive prior approval (authorization) for some medications. See the Summary of Benefits and Formulary for information.

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## Benefit Description

- You must fill the prescription at an In-Network Participating Pharmacy. If you choose to go to a Non-Participating or Out-of-Network Pharmacy, you will be responsible all (100%) of the costs of the prescription to the pharmacy. Specialty drugs must be obtained through the Plan's contracted specialty pharmacy. North Dakota members may utilize any pharmacy to fill specialty medications
- To fill a prescription, you must present your ID card to the Pharmacy; if you do not, you will be responsible for all (100%) of the costs of the prescription to the pharmacy.
- Sanford Health Plan uses a formulary; a list of prescription drug products, which are covered by the Plan for dispensing to Members when appropriate. The formulary will be reviewed regularly, and medications may be added or removed from the Formulary throughout the year. The Plan will notify you of the changes as they occur. For a copy of the Formulary, contact Pharmacy Management at (855) 305-5062 | TTY/TDD: (877) 652-1844 (*toll-free*) or log in to your Member Portal at [www.sanfordhealthplan.com/memberlogin](http://www.sanfordhealthplan.com/memberlogin).
- Sanford Health Plan reserves the right to maintain a drug listing of medications that are not available/excluded for coverage per Plan medical necessity and limitation guidelines. Payment for excluded medications will be the Member's responsibility in full. Members may request an appeal (review of an Adverse Determination) based on medical necessity for Non-Covered medications. For details, refer to the appeals section of this Certificate of Coverage.
- Sanford Health Plan will use appropriate Pharmacists Practitioner and/or Providers to review formulary exception requests and promptly grant an exception to the formulary for a Member when the prescriber indicates:
  1. the formulary drug(s) causes an adverse reaction in the patient;
  2. the formulary drug(s) is contraindicated for the patient; or
  3. the prescription drug must be dispensed as written to provide maximum medical benefit to the Member.

**NOTE:** To request a Formulary exception, please call Pharmacy Management at (855) 305-5062 | TTY/TDD: (877) 652-1844 (*toll-free*) fax requests to (701) 234-4568 or send a request by logging into the provider portal at [www.sanfordhealthplan.com/memberlogin](http://www.sanfordhealthplan.com/memberlogin) Members must first try formulary medications before an exception to the formulary will be made unless the prescriber and the plan determine that use of the formulary drug may cause an adverse reaction or be contraindicated for the Member. If an exception is granted, coverage of the non-formulary drug will be provided for the duration of the prescription, including refills.

See Pharmaceutical Review Requests and Exception to the Formulary Process in Section 2 for details.

- With certain medications, the Plan requires a trial of first-line medications, typically generics, before more expensive name brand medications are covered. If the desired clinical effect achieved or a side effect is experienced, then a second line medication may be tried. If a step therapy rule is not met at the pharmacy, coverage will be determined by Prior Authorization (pre-approval) Review. Request Prior Authorization by contacting Pharmacy Management toll free at (855) 305-5062 (*toll-free*) | TTY/TDD: (877) 652-1844 (*toll-free*). Refer to the Formulary for a complete list of medications that require step therapy.
- To be covered by the Plan, certain medications require prior authorization (pre-approval) to ensure medical necessity. This can be in the form of written or verbal certification by a prescriber. To request certification, contact Pharmacy Management at (855) 305-5062 (*toll-free*) | TTY/TDD: (877) 652-1844 (*toll-free*) or fax requests to (701) 234-4568. Refer to the formulary for a complete list of medications that require Prior Authorization.
- Certain medications have a quantity limit to ensure the medication is being used as prescribed and the member is receiving the most appropriate treatment based on manufacturers safety and dosing guidelines. Refer to your formulary for a complete list of medications with quantity limits.
- Prescriptions will be filled for up to a thirty (30) day supply per copay (or less, if prescribed) at one time (unless otherwise approved by the Plan).
- Prescription refills will be covered when 75% of your prescription has been used based on your prescription duration. The 75% threshold accumulates the amount of medication used in the past 180-days to determine the date of the next refill.

- Prescription medications identified as maintenance medications may be filled for a ninety (90) day supply, but three (3) Copays will apply.
- Specialty medications can be filled up to a thirty (30) day supply per copay (or less, if prescribed) at one time (unless otherwise approved by the Plan).
- If you traveling on vacation and need an extra supply of medication, you may request a “vacation override” to receive up to a three (3) month’s supply of medication. Vacation supplies are limited to the time period that the Member is enrolled in the plan and one vacation override per medication per calendar year. Please contact Pharmacy Management at (855) 305-5062 (*toll-free*) | TTY/TDD: (877) 652-1844 (*toll-free*) to request a vacation override.
- If you receive a brand name drug when there is an equivalent generic alternative available, you will be required to pay a brand penalty. The brand penalty consists of the price difference between a brand name drug and a the generic equivalent, in addition to applicable cost sharing (copay and/or deductible/coinsurance) amounts. Brand penalties do not apply to your deductible or maximum out of pocket.
- For participants enrolled in a High Deductible Health Plan, the prescription drug benefit is subject to your deductible and coinsurance amounts.

## Covered Medications and Supplies

To be covered by the Plan, prescriptions must be:

- Prescribed or approved by a licensed physician, physician assistant, nurse practitioner or dentist;
- Listed in the Plan Formulary, unless certification (authorization) is given by the Plan;
- Provided by an In-Network Participating Pharmacy except in the event of urgent or emergent medical situations (if a prescription is filled at a Non-Participating and/or Out-of-Network Pharmacy in non-urgent or emergent medication situations, the Member will be responsible for the cost of the prescription medication in full.);
- Approved by the Federal Food and Drug Administration (FDA) for use in the United States.

## Covered Types of Prescriptions

- Federal Legend Drugs. Any medicinal substance which bears the legend: “Caution: Federal Law prohibits dispensing without a prescription,” except for those medicinal substances classified as exempt narcotics pursuant to applicable laws and regulations.
  - Self-Administered medications- medications such as subcutaneous injections, oral or topical medications, or nebulized inhalation are to be obtained from a Network Pharmacy
  - Medicinal substances (legally restricted medications) that may only be dispensed by a prescription, according to applicable laws and regulations
  - Compounded medications are only covered when the medication has at least one ingredient that is a federal legend or state restricted drug in a therapeutic amount.
  - Diabetic supplies, such as insulin, a blood glucose meter, blood glucose test strips, diabetic needles and syringes are covered when medically necessary. (See section 3(a) for Diabetic supplies, equipment, and self-management training benefits.)
- Generic oral contraceptives, Nuvaring, injections and/or devices will be covered by the Plan at 100% (no charge)

### **Not Covered:**

- *Any medication equivalent to an OTC medication except for drugs that have a rating of “A” or “B” in the current recommendations of the United States Preventive Services Task Force and only when prescribed by a health care Practitioner and/or Provider*
- *B-12 injection (except for pernicious anemia)*
- *Compound medications containing any combination of the following: Baclofen, Bromfenac, Bupivacaine, Cyclobenzaprine, Gabapentin, Ketamine, Ketoprofen or Orphenadrine*
- *Compound medications with no legend (prescription) medications*
- *Drug Efficacy Study Implementation (“DESI”) drugs*
- *Experimental or Investigational medications or medication usage pursuant to the Plan’s medical coverage policies*
- *Food supplements and baby formula (except to treat phenylketonuria (PKU) or otherwise required to sustain life), nutritional and electrolyte substances*
- *Lifestyle medications (i.e. medications used to treat sexual dysfunction)*
- *Medical Cannabis and its equivalents*
- *Medication used to treat infertility*
- *Medications and associated expenses and devices not approved by the FDA for a particular use except as required by law (unless the Practitioner certifies off-label use with a letter of medical necessity)*
- *Medications for cosmetic purposes, including baldness, removal of facial hair, and pigmenting or anti-pigmenting of the skin*
- *Medications not listed in the Plan’s Formulary*
- *Medications obtained at a Non-Participating and/or Out-of-Network Pharmacy;*
- *Medications that are obtained without Prior Authorization or a Formulary exception approved from the Plan*

- *Medications that may be received without charge under a government program, unless coverage is required for the medication*
- *Medications that provide little or no evidence of therapeutic advantage over other products available*
- *Medications that require professional administration (may include: intravenous (IV) infusion or injection, intramuscular (IM) injections, intravitreal (ocular) injection, intra-articular (joint) injection, intrathecal (spinal) injections) will apply to the Member's medical benefit;*
- *Orthomolecular therapy, including nutrients or vitamins unless otherwise specified as covered in this document*
- *Over-the-counter (OTC) medications vitamins and/or supplements, equipment or supplies (except for insulin and select diabetic supplies, e.g., insulin syringes, needles, test strips and lancets) that by Federal or State law do not require a prescription order*
- *Refills of any prescription older than one year*
- *Repackaged medications*
- *Replacement of a prescription medication due to loss, damage, or theft*
- *Self-administered medications dispensed in a Provider's office or non-retail pharmacy location*
- *Unit dose packaging*
- *Whole Blood and Blood Components Not Classified as Medications in the United States Pharmacopoeia*

## Section 3(f) Dental benefits

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### Here are some important things to keep in mind about these benefits:

- Please remember that all benefits are subject to the definitions, limitations, and exclusions in this Certificate of Coverage and are payable only when we determine they are Medically Necessary.
- We cover Hospitalization for dental procedures only when a non-dental physical impairment exists which makes Hospitalization necessary to safeguard the health of the Member. See Section 3(b) for inpatient Hospital benefits. We do not cover the dental procedure unless it is described below.
- Be sure to read Section 2, *How you get care*, for valuable information about conditions for coverage.
- **YOU MUST GET PRE-AUTHORIZATION (CERTIFICATION) OF THESE SERVICES.** See the benefits description below.

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## Benefit Description

Dental benefit coverage is as follows:

**NOTE:** The following indicated benefits are Outpatient Surgeries, Service, of DME that require Certification; failure to get Certification will result in a reduction or denial of benefits. (See *Services that Require Prospective Review/Prior Authorization (Certification)* in Section 2.)

- Diagnosis and treatment for craniomandibular disorder are covered subject to Medical Necessity defined by Sanford Health Plan's Medical coverage guidelines
- Coverage for Temporomandibular Joint (TMJ) Dysfunction and/or Temporomandibular Disorder (TMD) is as follows:
  - Services for the Treatment and Diagnosis of TMJ/TMD subject to Medical Necessity defined by Sanford Health Plan's Medical coverage guidelines
  - Manual therapy and osteopathic or chiropractic manipulation treatment if performed by physical medicine Providers and is Medically Necessary pursuant to Sanford Health Plan's medical coverage guidelines.
  - TMJ Splints and adjustments if your primary diagnosis is TMJ/TMD
    - Splint limited to one (1) per Member per benefit period.
- Oral surgical procedures limited to services required because of injury, accident or cancer that damages Natural Teeth, as long as the Member was covered under this Contract during the time of the injury or illness causing the damage. *This is an Outpatient Surgery that requires Certification.*
  - Care must be received within twelve (12) months of the occurrence
  - Extractions when medically necessary because of injury, accident, or cancer when Sanford Health Plan internal guidelines are met
  - Associated radiology services are included
  - "Injury" does not include injuries to Natural Teeth caused by biting or chewing
  - Coverage applies regardless of whether the services are provided in a Hospital or a dental office
- Pediatric Medically Necessary orthodontics. *This Outpatient Service requires Certification.*
- Anesthesia and Hospitalization charges for dental care are covered for a Member who (*This is an Outpatient Service that requires Certification*):
  - is a child age nine (9) or older; (*Certification is not required for children under nine (9)*); and
  - is severely disabled or otherwise suffers from a developmental disability as determined by a licensed Physician. or
  - has a high-risk medical condition(s) as determined by a licensed Physician that places the Member at serious risk..

### Additional pediatric (child) dental care benefits

Coverage is provided for emergency, preventive dental care for Members up to age nineteen (19). Pediatric dental services will terminate at the end of the month in which the Member reaches age nineteen (19). Covered pediatric dental services include:

#### PEDIATRIC DIAGNOSTIC SERVICES

- Routine oral evaluations allowed twice (2) during calendar year.
- Bitewing X-rays allowed once annually except when part of a full mouth survey
- Full mouth survey allowed once every three (3) years
- Panoramic film allowed once every three (3) years
- Intraoral periapical X-rays

#### PEDIATRIC PREVENTIVE SERVICES

- Prophylaxis allowed four (4) times during a calendar year
- Topical fluoride applications allowed twice during a calendar year
- Sealants on unfilled, undecayed permanent molars and bicuspid. Benefits are limited to a lifetime maximum of two (2) sealants per tooth

- Space maintainers

#### **PEDIATRIC RESTORATIVE SERVICES**

- Fillings (pin-retention - limit two (2))
- Inlays, onlays and Crowns (not part of a fixed partial Denture). Replacement of lost or defective inlays, onlays or Crowns is allowed once every five (5) years
- Veneers other than cosmetic are allowed once every five (5) years

#### **PEDIATRIC ENDOONTIC SERVICES**

- Pulpotomy, pulp capping, root canal therapy, apicoectomy, root amputation, hemisection, bleaching of endodontically treated anterior permanent teeth

#### **PEDIATRIC PERIODONTICS**

- Surgical Periodontic evaluation once for each course of treatment
- Gingivectomy, Gingival Curettage, mucogingival surgery, osseous surgery
- Periodontal scaling and root planing

#### **PEDIATRIC PROSTHODONTICS (removable & fixed)**

- Dentures (complete and partial). Replacement of lost or defective Dentures is allowed once every five (5) years
- Tissue conditioning twice per treatment sequence for relining or for new or duplicate Dentures
- Relining of immediate Dentures once during the year after insertion
- Relining of complete and partial Dentures other than in item above, allowed once every three (3) years
- Fixed partial Denture. Replacement of lost or defective fixed partial Dentures is allowed once every five (5) years

#### **PEDIATRIC ORAL AND MAXILLOFACIAL SURGERY**

- Simple extractions
- Surgical extractions
- Oral Maxillofacial Surgery including fracture and dislocation treatment, frenulectomy and cyst and abscess diagnosis and treatment

#### **PEDIATRIC MEDICALLY NECESSARY ORTHODONTICS**

- Orthodontic care that is directly related to and an integral part of the medical and surgical correction of a functional impairment resulting from a congenital defect anomaly or required because of injury, accident or illness that damages proper alignment of biting or chewing surfaces of upper and lower teeth

#### **PEDIATRIC ADJUNCTIVE GENERAL SERVICES**

- Palliative (emergency) treatment of dental pain
- Anesthesia services
- Occlusal guard for treatment of Bruxism allowed once every 3 years

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#### **Not Covered:**

- *Dental care and treatment (routine or non-routine) for Members ages nineteen (19) and older*
- *Dental care for Members under age nineteen (19) for implants, and maxillofacial prosthetics, unless specially covered elsewhere in this Certificate of Coverage*
- *Dental services not specifically listed as a Covered Service by this Certificate of Coverage*
- *Services determined to be cosmetic by Sanford Health Plan*

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## Section 3(g) Out-of-Network benefits

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**Here are some important things to keep in mind about these benefits:**

All benefits are subject to the definitions, limitations and exclusions in this Certificate of Coverage and are payable only when we determine they are Medically Necessary.

Be sure to read Section 2, *How you get care*, for valuable information about conditions for coverage.

**NOTE:** The following services require Certification; failure to get Certification will result in a reduction or denial of benefits. (See Services requiring pre-authorization (Certification) in Section 2.)

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Out-of-Network Coverage means Covered Services that do not fit the definition of In-Network Coverage set forth in Section 2. Specifically, Out-of-Network Coverage means Covered Services that are received:

- a. from a Non-Participating or Out-of-Network Provider when appropriate access to an In-Network Participating Practitioner and/or Provider is available;
- b. from a Non-Participating when an In-Network Participating Practitioner and/or Provider has not recommended the referral and Sanford Health Plan has not authorized the referral to the Non-Participating Provider; or
- c. from a Participating Provider outside the Services Area when a In-Network Participating Practitioner and/or Provider has not recommended the referral and Sanford Health Plan has not authorized the referral to the Participating Provider outside of the Service Area.

You may choose to obtain benefits at our Out-of-Network benefits level by seeking care from Non-Participating Providers, except for the benefits listed below under “What is not covered.” When you obtain covered non-emergency medical treatment from a Non-Participating Provider without authorization from us, you are subject to the Deductibles, Coinsurance and maximum benefit stated in your Summary of Benefits and Coverage and Pharmacy Handbook.

All Out-of-Network services are subject to the Maximum Allowed Amount. As indicated in the Summary of Plan Benefits, for Out-of-Network Coverage, Sanford Health Plan will pay a percentage of the Maximum Allowed Amount after credit is given for payment of the applicable Copays, Deductibles, and Coinsurance provided that Sanford Health Plan determines that the billed charges are Reasonable. If Sanford Health Plan determines that the billed charges are not reasonable, the Plan will only pay a percentage of the Maximum Allowed Amount. Percentage amounts are indicated on the Summary of Benefits and Coverage.

Members who live outside of the Service Area must use the Participating Providers as indicated on the Member Welcome Letter enclosed with the Member Identification Card. Members who live outside the Service Area will receive Identification Cards that display their network logo along with instructions on how to access this Network. If Member chooses to go to a Non-Participating Provider when access is available, claims will be paid at the Out-of-Network Benefit Level.

**Services listed in Section 3 above are covered with the following exceptions:**

- Services listed as “*not covered*” in Section 3 and Section 4;
- Transplants and pre and post-transplant services at Non-Participating center of excellence Facilities; and
- Health Care Services ordered by a court or as a condition of parole or probation, unless applicable law requires coverage of the same.

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## Section 4. Limited and Non-Covered Services

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This section describes services that are subject to limitations or **NOT** covered under this Contract. Sanford Health Plan is not responsible for payment of non-covered or excluded benefits.

### General Exclusions

1. Alternative treatment therapies including, but not limited to: acupuncture, acupressure, massage therapy (unless covered per Sanford HealthPlan guidelines under WHCRA for mastectomy/lymphedema treatment), naturopathy, homeopathy, holistic medicine, hypnotism, hypnotherapy, hypnotic anesthesia, or therapeutic touch.
2. Any court ordered treatment or therapy, or any treatment or therapy ordered as a condition of parole, probation or custody or visitation evaluations unless medically necessary and otherwise covered under this Certificate of Coverage
3. Any fraudulently billed charges or services received under fraudulent circumstances.
4. Any services or supplies for the treatment of obesity that do not meet Sanford Health Plan's medical necessity coverage guidelines, including but not limited to: dietary regimen (except as related to covered nutritional counseling), nutritional supplements or food supplements; and weight loss or exercise programs.
5. Autopsies, unless the autopsy is at the request of Sanford Health Plan in order to settle a dispute concerning provision or payment of benefits. The autopsy will be at Sanford Health Plan's expense.
6. Charges for duplicating and obtaining medical records from *Non-Participating Providers* unless requested by us.
7. Charges for professional sign language and foreign language interpreter services unless required by state or federal law.
8. Charges for sales tax, mailing, interest and delivery.
9. Charges for services determined to be duplicate services.
10. Charges for telephone calls to or from a Physician, Hospital or other medical Practitioner and/or Provider or electronic consultations, unless otherwise stated in this Certificate of Coverage.
11. Charges that exceed the Maximum Allowed Amount for Non-Participating Providers.
12. Complications from a non-covered procedure or service.
13. Complications resulting from non-covered or denied health care services
14. Cosmetic Services and/or supplies to repair or reshape a body structure primarily for the improvement of a Member's appearance or psychological well-being or self-esteem and/or not medically necessary, including but not limited to, breast augmentation, treatment of gynecomastia and any related reduction services, skin disorders, rhinoplasty, liposuction, scar revisions, and cosmetic dental services.
15. Education Programs or Tutoring Services (not specifically defined elsewhere) including, but not limited to, education on self-care or home management.
16. Experimental and Investigational Services not part of an Approved Clinical Trial, unless certain criteria are met pursuant to Sanford Health Plan's medical coverage policies.
17. Food items for medical nutrition therapy (except as specified as covered in this Certificate of Coverage).
18. Health Care Services covered by any governmental agency/unit for military service-related injuries/diseases, unless applicable law requires the Plan to provide primary coverage for the same.
19. Health Care Services for injury or disease due to voluntary participation in a riot, unless source of injury is a result of domestic violence or a medical condition.
20. Health Care Services for sickness or injury sustained in the commission of a felony, unless source of injury is a result of domestic violence or a medical condition.
21. Health Care Services performed by any Provider who is a Member of the Member's immediate family, including any person normally residing in the Member's home. This exclusion does not apply in those areas in which the immediate family member is the only Provider in the area. If the immediate family member is the only In-Network Participating Practitioner and/or Provider in the area, the Member may go to a Non-Participating or Out-of-Network Provider and receive In-Network coverage (Section 2). If the immediate family member is not the only In-Network Participating Practitioner and/or Provider in the area, the Member must go to another In-Network Participating Practitioner and/or Provider in order to receive coverage at the In-Network level.
22. Health Care Services prohibited state or federal rule, law, or regulation
23. Health Care Services provided either before the effective date of the Member's coverage or after the Member's coverage is terminated.
24. Health Care Services received from a Non-Participating Provider, unless otherwise specified in this Contract.
25. Health Care Services required while incarcerated in a federal, state or local penal institution or required while in custody of federal, state or local law enforcement authorities, including work release programs, unless otherwise required by law or regulation.
26. Health Care Services that we determine are not Medically Necessary.
27. Health services received outside of the United States that are not Medically Necessary emergency or urgent care services.
28. Iatrogenic condition, illness, or injury as a result of mistakes made in medical treatment, such as surgical mistakes, prescribing or dispensing the wrong medication or poor hand writing resulting in a treatment error. Charges related to Iatrogenic illness or injury are not the responsibility of the Member.
29. Incidental cholecystectomy performed at the time of weight loss surgery.
30. Lifestyle Improvement Services, such as physical fitness programs, health or weight loss clubs or clinics.
31. Liposuction, gastric balloons, or wiring of the jaw (unless otherwise related to a covered injury or illness)
32. Never Events, Avoidable Hospital Conditions, or Serious Reportable Events. Participating Providers are not permitted to bill Members for



- services related to such events.
33. Removal of skin tags.
  34. Sequela, which are primarily cosmetic that occur secondary to a weight loss procedure (e.g., Panniculectomy, breast reduction or reconstruction).
  35. Services by a vocational residential rehabilitation center, a community reentry program, halfway house or group home, per Plan guidelines.
  36. Services for which the Member has no legal obligation to pay or for which no charge would be made if the Member did not have health plan or insurance coverage.
  37. Services not performed in the most cost-efficient setting appropriate for the condition based on medical standards and accepted practice parameters of the community, or provided at a frequency other than that accepted by the medical community as medically appropriate.
  38. Services that are not Health Care Services.
  39. Services that are the responsibility of a Third Party Payor or are not billable to health insurance
  40. Services to assist in activities of daily living.
  41. Special education, including lessons in sign language to instruct a Member, whose ability to speak has been lost or impaired, to function without that ability.
  42. Subsequent surgeries when no tangible evidence of Medical Necessity or improved quality of life exists.
  43. Therapy and service animals, including those used for emotional or anxiety support
  44. Voluntary or involuntary drug testing unless a part of a Plan approved treatment plan

### Special situations affecting coverage

Neither Sanford Health Plan, nor any Participating Provider, shall have any liability or obligation because of a delay or a Participating Provider's inability to provide services as a result of the following circumstances:

- a. Complete or partial destruction of the Provider's facilities;
- b. Declared or undeclared acts of War or Terrorism;
- c. Riot;
- d. Civil insurrection;
- e. Major disaster or unforeseen natural events which materially interfere with the ability to provide Health Care Services;
- f. Disability of a significant portion of the Participating Providers;
- g. Epidemic or the inability to obtain vaccines or medicines due to circumstances beyond the control of Sanford Health Plan; or
- h. A labor dispute not involving Participating Providers. We will use our best efforts to arrange for the provision of Covered Services within the limitations of available facilities and personnel. If provision or approval of Covered Services is delayed due to a labor dispute involving Participating Providers, Non-Emergency Care may be deferred until after resolution of the labor dispute.

Additionally, non-Emergency care may be deferred until after resolution of the above circumstances.

### Services covered by other payors

#### The following are excluded from coverage:

1. Health Care Services for which other coverage is either (1) required by federal, state or local law to be purchased or provided through other arrangements or (2) has been made available to and was purchased by the Covered Person. Examples include coverage required by workers' compensation, no-fault auto insurance, medical payments coverage or similar legislation.  
The Certificate of Coverage is not issued in lieu of nor does it affect any requirements for coverage by Workers' Compensation. This Certificate of Coverage contains a limitation which states that health services for injuries or sickness which are job, employment or work related for which benefits are provided or payable under any Workers' Compensation or Occupational Disease Act or Law, are excluded from coverage under this Certificate of Coverage. However, if benefits are paid under this Certificate of Coverage and it is determined that the Member is eligible to receive Workers' Compensation for the same incident, Sanford Health Plan has the right to recover any amounts paid. As a condition of receiving benefits on a contested work or occupational claim, Member agrees to reimburse Sanford Health Plan the full amount that Sanford Health Plan has paid for Health Care Services when entering into a settlement or compromise agreement relating to compensation for Health Care Services covered by Workers' Compensation, or as part of any Workers' Compensation Award. Sanford Health Plan reserves its right to recover against Member even though:
  - a. The Workers' Compensation benefits are in dispute or are made by means of settlement or compromise; or
  - b. No final determination is made that the injury or sickness was sustained in the course of or resulted from employment;
  - c. The amount of Workers' Compensation for medical or health care is not agreed upon or defined by Member or the Workers' Compensation carrier; or
  - d. The medical or health care benefits are specifically excluded from the Workers' Compensation settlement or compromise.
 Member will not enter into a compromise or hold harmless agreement relating to any work related claims paid by Sanford Health Plan, whether or not such claims are disputed by the Workers' Compensation insurer, without the express written agreement of the Plan.
2. Health Care Services received directly from Providers employed by or directly under contract with the Member's employer, mutual benefit association, labor union, trust, or any similar person or Group.

3. Health Care Services for injury or sickness for which there is other non-Group insurance providing medical payments or medical expense coverage, regardless of whether the other coverage is primary, excess, or contingent this coverage. If the benefits subject to this provision are paid for or provided under this Contract, Sanford Health Plan may exercise its Rights of Subrogation.
4. Health Care Services for conditions that under the laws of This State must be provided in a governmental institution.
5. Health Care Services covered by any governmental health benefit program such as Medicare, Medicaid, and ESRD, unless applicable law requires this coverage to be primary coverage. Sanford Health Plan coordinates payments with governmental programs, see Section 10 for details.

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#### Services and payments that are the responsibility of Member

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1. Out-of-pocket costs, including Copays, Deductibles, and Coinsurance are the responsibility of the Member in accordance with your Summary of Benefits and Coverage and Pharmacy Handbook. Additionally, the Member is responsible to a Provider for payment for Non-Covered Services;
2. Finance charges, late fees, charges for missed appointments and other administrative charges; and
3. Services for which a Member is neither legally nor as customary practice required to pay in the absence of a group health plan or other coverage arrangement.

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## Section 5. How services are paid under the Certificate of Coverage

### Reimbursement of Charges by Participating Providers

When you see In-Network Participating Practitioner and/or Provider, receive services at In-Network Participating Practitioner and/or Provider and facilities, or obtain your prescription drugs at In-Network pharmacies, you will not have to file claims. You must present your current identification card and pay your Copay.

When a Member receives Covered Services from an In-Network Participating Practitioner and/or Provider, Sanford Health Plan will pay the In-Network Participating Practitioner and/or Provider directly, and the Member will not have to submit claims for payment. The Member's only payment responsibility, in this case, is to pay the In-Network Participating Practitioner and/or Provider, at the time of service, any Copay, Deductible, or Coinsurance amount, which is required for that service. In-Network Participating Practitioner and/or Providers agree to accept Sanford Health Plan's payment arrangements or its negotiated contract amounts.

**Time Limits.** In-Network Participating Practitioner and/or Providers must file claims to Sanford Health Plan within one-hundred-eighty (180) days after the date that the cost was incurred. If the Member fails to show his/her ID card at the time of service, then the Member may be responsible for payment of claim after Practitioner and/or Provider's timely filing period of one-hundred-eighty (180) days has expired.

In any event, the claim must be submitted to Sanford Health Plan no later than one-hundred-eighty (180) days after the date that the cost was incurred, unless the claimant was legally incapacitated.

### Reimbursement of Charges by Non-Participating Providers

Sanford Health Plan does not have contractual relationships with Non-Participating Providers and they may not accept Sanford Health Plan's payment arrangements. In addition to any Copay, Deductible, or Coinsurance amount, which is required for that service, Members are responsible for any difference between the amount charged and Sanford Health Plan's payment for Covered Services. Non-Participating Providers are reimbursed the Maximum Allowed Amount, which is the lesser of:

- (a) the amount charged for a covered service or supply; or
- (b) inside Sanford Health Plan's service area, negotiated schedules of payment developed by Sanford Health Plan which are accepted by Participating Practitioners and/or Providers, or
- (c) outside of Sanford Health Plan's service area, using current publicly available data adjusted for geographical differences where applicable:
  - i. Fees typically reimbursed to providers for same or similar professionals; or
  - ii. Costs for facilities providing the same or similar services, plus a margin factor.

You may need to file a claim when you receive services from Non-Participating Practitioner and/or Providers. Sometimes, Non-Participating Providers submit a claim to us directly. Check with the Practitioner and/or Provider to make sure they are submitting the claim. You are responsible for making sure claim is submitted to Sanford Health Plan within one-hundred-eighty (180) days after the date that the cost was incurred.

**If you, or the Non-Participating Provider, do not file the claim within one-hundred-eighty (180) days after the date that the cost was incurred you will be responsible for payment of the claim.**

#### **If you need to file the claim, here is the process:**

The Member must give Sanford Health Plan written notice of the costs to be reimbursed. Claim forms are available from the Customer Service Department to aid in this process. Bills and receipts should be itemized and show:

- Covered Member's name and ID number;
- Name and address of the Physician or Facility that provided the service or supply;
- Dates Member received the services or supplies;
- Diagnosis;
- Type of each service or supply;
- The charge for each service or supply;
- A copy of the explanation of benefits, payments, or denial from any primary payer – such as the Medicare Summary Notice (MSN); and
- Receipts, if you paid for your services.

Covered services for Medically Necessary emergency and urgent care services received in a foreign country are covered at the In-Network level. There is no coverage for elective Health Care Services if a Member travels to another country for the purpose of seeking medical treatment outside the United States.

**Time Limits.** Claims must be submitted to Sanford Health Plan within one-hundred-eighty (180) days after the date that the cost was incurred. If you, or the Non-Participating Provider, file the claim after the one-hundred-eighty (180) day timely filing limit has expired, you will be responsible for payment of the claim.

**Submit your claims to:** Sanford Health Plan, PO Box 91110, Sioux Falls, SD 57109-1110

### Payment for Air Ambulance Charges

As a safeguard for Members, the reimbursement rate for Out-of-Network air ambulance services is equal to the average of Sanford Health Plan's In-Network rates for air ambulance providers licensed by the North Dakota Department of Health.

A claim made by the Member for Out-of-Network air ambulance services provided by an air ambulance provider licensed by the North Dakota Health Department will be paid in accordance with Sanford Health Plan's above mentioned policy. A payment made in accordance with this policy is the same as an In-Network payment for services.

If you have questions, please call our Customer Service Department.

### Timeframe for Payment of Claims

The payment for reimbursement of the Member's costs will be made within fifteen (15) days of when Sanford Health Plan receives a complete written claim with all required supporting information.

When a Member receives Covered Services from a Non-Participating Provider and payment is to be made according to Plan guidelines, the Plan will arrange for direct payment to either the Non-Participating Provider or the Member, per plan policy. If the Provider refuses direct payment, the Member will be reimbursed for the Maximum Allowed Amount of the services in accordance with the terms of this Contract.

The Member will be responsible for any expenses that exceed Maximum Allowed Amount, as well as any Copay, Deductible, or Coinsurance required for the Covered Service.

### Payment Reduction for Non-Participating Providers

Sanford Health Plan does not have contractual relationships with Non-Participating Providers and they may not accept Sanford Health Plan's payment arrangements. When a Member receives Covered Services from a Non-Participating Provider and payment is to be made according to Sanford Health Plan guidelines, Sanford Health Plan will arrange for direct payment to either the Non-Participating Provider or the Member, per Plan guidelines. Sanford Health Plan guidelines include but are not limited to the reduction in payment by Sanford Health Plan, as described later in this subsection.

For Covered Services received from a Non-Participating Provider, payment will be based on Sanford Health Plan's Maximum Allowed Amount, and reduced by an additional 20%. The Member is responsible for the 20% payment reduction and any charges in excess of the Maximum Allowed Amount for Covered Services. This 20% payment reduction does not apply toward the Member's annual Out-of-Pocket Maximum Amount.

Payment by Sanford Health Plan will not exceed 80% of the billed charge for Covered Services received by a Non-Participating Provider. If a Provider refuses direct payment, the Member will be reimbursed for Maximum Allowed Amount of Covered Services, less the 20% payment reduction, in accordance with the payment terms of Sanford Health Plan.

Members are responsible for any difference between the amount charged and Sanford Health Plan's payment for Covered Services, including applicable Cost Sharing amounts. In addition, Members are responsible for any expenses that exceed the Maximum Allowed Amount.

### When we need additional information

Please reply promptly when we ask for additional information. We may delay processing or deny your claim if you do not respond.

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## Section 6. Coordination of Benefits

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Sanford Health Plan follows North Dakota Administrative Code §45-08-01.2-03 regarding Coordination of Benefits (COB). The COB provision applies when a person has health care coverage under more than one “plan” as defined for COB purposes.

### Applicability

The order of benefits determination rules govern the order in which each plan will pay a claim for benefits. The plan that pays first is called the primary plan. The primary plan must pay benefits in accordance with its Certificate of Coverage terms without regard to the possibility that another plan may cover some expenses. The plan that pays after the primary plan is called the secondary plan. The secondary plan may reduce the benefits it pays so that payments from all plans do not exceed 100% of the total Allowable Expense.

### Definitions (for COB Purposes Only)

- A. A **Plan** is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for Members of a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.
1. **Plan includes:** group and non-group insurance contracts, health maintenance organization (HMO) contracts, closed panel plans or other forms of group or group type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
  2. **Plan does not include:** Hospital indemnity coverage or other fixed indemnity coverage; accident-only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by state law; school accident-type coverage; benefits for nonmedical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

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

- B. **This Plan** means, in a COB provision, the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other plans. Any other part of the contract providing health care benefits is separate from this Plan.

A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

- C. **The order of benefit determination rules determine whether this Plan is a primary plan or secondary plan when the person has health care coverage under more than one plan.** When this Plan is primary, it determines payment for its benefits first before those of any other plan without considering any other plan's benefits. When this Plan is secondary, it determines its benefits after those of another plan and may reduce the benefits it pays so that all plan benefits do not exceed 100% of the total Allowable Expense.
- D. **Allowable Expense** is a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any plan covering the person. When a plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense that is not covered by any plan covering the person is not an Allowable Expense.

In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a covered person is not an Allowable Expense. The following are examples of expenses that are not Allowable Expenses:

1. The difference between the cost of a semiprivate Hospital room and a private Hospital room is not an Allowable Expense, unless one of the plans provides coverage for private Hospital room expenses.
2. If a person is covered by two or more plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.
3. If a person is covered by two or more plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.
4. If a person is covered by one plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another plan that provides its benefits or services on the basis of negotiated fees, the primary plan's payment arrangement shall be the Allowable Expense for all plans. However, if the provider has contracted with the secondary plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the primary plan's payment arrangement and if the provider's contract permits, the negotiated fee or payment shall be the Allowable Expense used by the secondary plan to determine its benefits.
5. The amount of any benefit reduction by the primary plan because a covered person has failed to comply with the plan provisions is not an Allowable Expense. Examples of these types of plan provisions include second surgical opinions, precertification of admissions, and preferred provider arrangements.

- E. **Closed Panel Plan** is a plan that provides health care benefits to covered persons primarily in the form of services through a panel of providers that have contracted with or are employed by Sanford Health Plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.
- F. **Custodial Parent** is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one-half of the calendar year excluding any temporary visitation.

## Order of Benefit Determination Rules

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

- A. The primary plan pays or provides its benefits according to its terms of coverage and without regard to the benefits of any other plan.
- B. (1) Except as provided in paragraph 2.(a) below, plan that does not contain a coordination of benefits provision that is consistent with this regulation is always primary unless the provisions of both plans state that the complying plan is primary.  
(2) Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan Hospital and surgical benefits, and insurance type coverages that are written in connection with a closed panel plan to provide Out-of-Network benefits.
- C. A plan may consider the benefits paid or provided by another plan in calculating payment of its benefits only when it is secondary to that other plan.
- D. Each plan determines its order of benefits using the first of the following rules that apply:
  - 1. **Nondependent or Dependent.** The plan that covers the person other than as a Dependent, for example as an employee, Member, policyholder, subscriber, or retiree, is the primary plan and the plan that covers the person as a Dependent is the secondary plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the person as a Dependent, and primary to the plan covering the person as other than a Dependent (e.g., a retired employee), then the order of benefits between the two plans is reversed so that the plan covering the person as an employee, Member, policyholder, subscriber, or retiree is the secondary plan and the other plan is the primary plan.
  - 2. **Dependent child covered under more than one plan.** Unless there is a court decree stating otherwise, when a Dependent child is covered by more than one plan the order of benefits is determined as follows:
    - (a) For a Dependent child whose parents are married or are living together, whether or not they have ever been married:
      - i. The plan of the parent whose birthday falls earlier in the calendar year is the primary plan; or
      - ii. If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.
    - (b) For a Dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:
      - i. If a court decree states that one of the parents is responsible for the Dependent child's health care expenses or health care coverage and the plan of that parent has actual knowledge of those terms, that plan is primary. This rule applies to plan years commencing after the plan is given notice of the court decree;
      - ii. If a court decree states that both parents are responsible for the Dependent child's health care expenses or health care coverage, the provisions of subparagraph a above shall determine the order of benefits;
      - iii. If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the Dependent child, the provisions of subparagraph a above shall determine the order of benefits; or
      - iv. If there is no court decree allocating responsibility for the Dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:
        - (1) The plan covering the Custodial Parent;
        - (2) The plan covering the Spouse of the Custodial Parent;
        - (3) The plan covering the non-Custodial Parent; and then
        - (4) The plan covering the Spouse of the non-Custodial Parent.
    - (c) For a Dependent child covered under more than one plan of individuals who are the parents of the child, the provisions of subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the child.
  - 3. **Active employee or retired or laid-off employee.** The plan that covers a person who is an active employee, that is, an employee who is neither laid off nor retired, is the primary plan. The plan covering that same person as a retired or laid-off employee is the secondary plan. The same would hold true if a person is a Dependent of an active employee and that same person is a Dependent of a retired or laid-off employee. If the other plan does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D.(1) can determine the order of benefits.
  - 4. **COBRA or state continuation coverage.** If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another plan, the plan covering the person as an employee, Member, subscriber, or retiree or covering the person as a Dependent of an employee, Member, subscriber, or retiree is the primary plan and the COBRA or state or other federal continuation coverage is the secondary plan. If the other plan does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D.(1) can determine the order of benefits.

5. **Longer or shorter length of coverage.** The plan that covered the person as an employee, Member, policyholder, subscriber, or retiree longer is the primary plan and the plan that covered the person the shorter period of time is the secondary plan.
6. **If the preceding rules do not determine the order of benefits, that Allowable Expenses shall be shared equally between the plans meeting the definition of plan.** In addition, this Plan will not pay more than it would have paid had it been the primary plan.

### Effect of COB on the Benefits of this Plan

- A. When this Plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all plans during a plan year are not more than the total Allowable Expenses. In determining the amount to be paid for any claim, the secondary plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any Allowable Expense under its plan that is unpaid by the primary plan. The secondary plan may then reduce its payment by the amount so that, when combined with the amount paid by the primary plan, the total benefits paid or provided by all plans for the claim do not exceed the total Allowable Expense for that claim. In addition, the secondary plan shall credit to its plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.
- B. If a covered person is enrolled in two or more closed panel plans and if, for any reason, including the provision of service by a nonpanel provider, benefits are not payable by one closed panel plan, COB shall not apply between that plan and other closed panel plans.

### Right to Receive and Release Needed Information

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

### Facility of Payment

A payment made under another plan may include an amount that should have been paid under this Plan. If it does, Sanford Health Plan may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under this Plan. Sanford Health 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 the reasonable cash value of the benefits provided in the form of services.

### Right of Recovery

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

### Calculation of Benefits, Secondary Plan

If Sanford Health Plan is secondary, it shall reduce its benefits so that the total benefits paid or provided by all plans for any claim or claims are not more than one hundred percent of total allowable expenses. In determining the amount of a claim to be paid by Sanford Health Plan, should the Plan wish to coordinate benefits, it shall calculate the benefits it would have paid in the absence of other insurance and apply that calculated amount to any allowable expense under the Plan that is unpaid by the primary plan. Sanford Health Plan may reduce its payment by any amount that, when combined with the amount paid by the primary plan, exceeds the total allowable expense for that claim.

### Coordination of Benefits with Governmental Plans

After Sanford Health Plan, Medicare (if applicable), and/or any Medicare Supplementary Insurance (Medigap) have paid claims, then Medicaid and/or TRICARE pay last. Sanford Health Plan will pay primary to TRICARE and a State Child Health Insurance Plan (SCHIP) to the extent required by federal law.

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

This is **NOT** a Medicare Supplement Insurance.

This insurance provides limited benefits if you meet the conditions listed in the policy. It does not pay your Medicare deductibles or coinsurance and is not a substitute for Medicare Supplement insurance. This insurance duplicates Medicare benefits when it pays: the benefits stated in the policy and coverage for the same event is provided by Medicare

**Medicare generally pays for most or all of these expenses.**

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

- hospitalization
- physician services
- hospice
- [outpatient prescription drugs if you are enrolled in Medicare Part D]
- other approved items and services

#### **Coordination of Benefits with Medicare**

1. The federal “Medicare Secondary Payer” (MSP) rules require that, for persons covered under both Medicare and a group health plan, Medicare must be the secondary payer in certain situations. This means that the group health plan must not take Medicare entitlement into account when:
  - a. determining whether these individuals are eligible to participate in the coverage; or
  - b. providing benefits.
2. Medicare will pay primary, secondary, or last to the extent stated in federal law. When Medicare is to be the primary payer, Sanford Health Plan will base its payment upon benefits that would have been paid by Medicare under Part B regardless of whether the person was enrolled. Sanford Health Plan reserves the right to coordinate benefits with respect to Medicare Part D. The Claims Administrator will make this determination based on the information available through CMS.

#### **When MSP Rules Apply to COB**

Medicare Coordination of Benefits provisions apply when a Member has health coverage under this Certificate of Coverage and is eligible for insurance under Medicare Part B (whether or not the Member has applied or is enrolled in Medicare). This provision applies before any other Coordination of Benefits Provision of this Plan.

#### **Coordination with Medicare Part D**

This Certificate of Coverage shall coordinate information relating to prescription drug coverage, the payment of premiums for the coverage, and the payment for supplemental prescription drug benefits for Part D eligible individuals enrolled in a Medicare Part D plan or any other prescription drug coverage.

#### **The following provisions apply to Sanford Health Plan’s COB with Medicare:**

1. When Medicare is the primary payer for a Member’s claims:
  - a. If you’re sixty-five (65), or older, and have group health plan coverage based on your or your spouse’s current employment
  - b. If you have retiree insurance (insurance from former employment)

**NOTE:** The hospital or doctor will first file claims with Medicare. Once Medicare processes the claim, an Explanation of Medicare Benefits (EOMB) form will be mailed to the Member explaining what charges were covered by Medicare. Then the Practitioner or Provider will generally file the claim with us. If a Practitioner or Provider does not do so, the Member may file the claim by sending a copy of the EOMB, together with his or her member identification number, to the address shown on his or her member ID card.
2. When Medicare is primary despite the MSP rules:
  - a. A Medicare-entitled person refuses coverage under the Plan;\*
  - b. Medical services or supplies are covered by Medicare but are excluded under the group health plan;
  - c. A Medicare-entitled person has exhausted his or her benefits under the group health plan;
  - d. A person entitled to Medicare for any reason other than ESRD, experiences a COBRA qualifying event, and elects COBRA continuation;
  - e. A person who was on COBRA becomes entitled to Medicare for a reason other than ESRD, and his or her COBRA coverage ends.
3. When this Certificate of Coverage is the primary payer for a Member’s claims:
  - a. If you’re under sixty-five (65) and disabled, and have coverage based on your or a family member’s current employment
  - b. When coverage is provided through the Consolidated Omnibus Budget Reconciliation Act (COBRA)
  - c. The Subscriber is enrolled in Medicare because they are age sixty-five (65) or older.
  - d. A Covered Spouse, who is enrolled in Medicare because they are age sixty-five (65) or older, regardless of the age of the Subscriber.

**NOTE:** The Member’s claim is filed with us by the hospital or doctor. After the claim is processed, we send the Member an Explanation of Benefits (EOB) outlining the charges that were covered. We also notify the Practitioner or Provider of the covered charges. If there are remaining charges covered by Medicare, the Practitioner or Provider may file a claim with Medicare. If the professional will not do so, the Member can file the claim with Medicare. Members may contact their local Social Security office to find out where and how to file claims with the appropriate “Medicare intermediary” (a private insurance company that processes Medicare claims).
4. If a Practitioner and/or Provider have accepted assignment of Medicare, Sanford Health Plan determines allowable expenses based upon the amount allowed by Medicare. Sanford Health Plan’s allowable expense is the Medicare allowable amount. Sanford Health Plan pays the difference between what Medicare pays and Sanford Health Plan’s allowable expense.



**Members with End Stage Renal Disease (ESRD)**

End-Stage Renal Disease (ESRD) is a medical condition in which a person's kidneys cease functioning on a permanent basis leading to the need for a regular course of long-term dialysis or a kidney transplant to maintain life. Beneficiaries may become entitled to Medicare based on ESRD. Benefits covered by Medicare, because of ESRD, are for all Covered Services, not only those related to the kidney failure condition. Sanford Health Plan does not differentiate in the benefits it provides to individuals who have ESRD, e.g. terminating coverage, imposing benefit limitations, or charging higher premiums.

**How Primary vs. Secondary is Determined:**

1. When coverage under this Certificate of Coverage is the primary payer for a Member's claims under ESRD:
  - a. Sanford Health Plan will pay first for the first thirty (30) months after you become eligible to join Medicare.
  - b. During the Medicare coordination period of thirty (30) months, which begins with the earlier of:
    - i. The month in which a regular course of renal dialysis is initiated; or
    - ii. In the case of an individual who receives a kidney transplant, the first month in which the individual became entitled to Medicare.
    - iii. The Medicare COB period applies regardless of whether coverage is based on current employment status.
  - c. After the thirty (30) month period, if a Member does not enroll in, or is no longer eligible for, Medicare.
  - d. When coverage is provided through the Consolidated Omnibus Budget Reconciliation Act (COBRA), or a retirement plan.
2. When Medicare is the primary payer for a Member's claims under ESRD:
  - a. If the Member is eligible and enrolled in Medicare, Medicare will pay first after the coordination period for ESRD thirty (30) months)) has ended period.

**Coordination of Benefits with Medicare**

This Contract is not a Medicare Supplement Policy. Any benefits covered under both this Contract and Medicare will be paid pursuant to Medicare Secondary Payor legislation. As a Medicare secondary payor, benefits under this Contract shall be determined after those of Medicare. Where Medicare is the responsible payor, all sums payable by Medicare for services provided to Members shall be reimbursed by or on behalf of the Members to Sanford Health Plan, to the extent Sanford Health Plan has made payment for such services.

**Coordination of Benefits with Medicaid**

A Covered Individual's eligibility for any State Medicaid benefits will not be taken into account in determining or making any payments for benefits to or on behalf of such Covered Individual. Any such benefit payments will be subject to the applicable State's right to reimbursement for benefits it has paid on behalf of the Covered Individual, as required by such state's Medicaid program; and Sanford HealthPlan will honor any subrogation rights the State may have with respect to benefits that are payable under this Certificate of Coverage.

When an individual covered by Medicaid also has coverage under this Certificate of Coverage, Medicaid is the payer of last resort. If also covered under Medicare, Sanford Health Plan pays primary, then Medicare, and Medicaid is tertiary.

See provisions below on *Coordination of Benefits with TRICARE*, if a Member is covered by both Medicaid and TRICARE.

**Coordination of Benefits with TRICARE**

Generally, TRICARE is the secondary payer if the TRICARE beneficiary is enrolled in, or covered by, any other health plan to the extent that the service provided is also covered under the other plan.

1. Sanford Health Plan pays first if an individual is covered by both TRICARE and Sanford Health Plan, as either the Member or Dependent; and a particular treatment or procedure is covered under both benefit plans.
2. TRICARE will pay last; TRICARE benefits may not be extended until all other double coverage plans have adjudicated the claim.
3. When a TRICARE beneficiary is covered under Sanford Health Plan, and also entitled to either Medicare or Medicaid, Sanford Health Plan will be the primary payer, Medicare/Medicaid will be secondary, and TRICARE will be tertiary (last).
4. TRICARE-eligible employees and beneficiaries receive primary coverage under this Certificate of Coverage in the same manner, and to the same extent, as similarly situated employees of the Plan Sponsor (Employer) who are not TRICARE eligible.

**Sanford Health Plan does not:**

1. Provide financial or other incentives for a TRICARE-eligible employee not to enroll (or to terminate enrollment) under the Plan, which would (in the case of such enrollment) be a primary plan (the incentive prohibition); and
2. Deprive a TRICARE-eligible employee of the opportunity to elect to participate in this health benefit plan.

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## Section 7. Subrogation and Right of Reimbursement

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If a Member is injured or becomes ill because of an action or omission of a third party who is or may be liable to the Member for the injury or illness, Sanford Health Plan may be able to “step into the shoes” of the Member to recover health care costs from the party responsible for the injury or illness. This is called “Subrogation,” and this part of the Certificate of Coverage covers such situations.

Sanford Health Plan may give or obtain needed information from another insurer or any other organization or person. Each and every Covered Individual hereby authorizes Sanford Health Plan to give or obtain any medical or other personal information reasonably necessary to apply the provisions of Sections 8 and 9.

A Covered Individual will give Sanford Health Plan the information it asks for about other plans and their payment of Allowable Charges. Sanford Health Plan has a right to reduce benefits, or to be reimbursed for that which it has provided to the Member. This is called “Reimbursement” and this part of the Certificate of Coverage covers such situations.

Sanford Health Plan will provide Health Care Services to the Member for the illness or injury, just as it would in any other case. However, if the Member accepts the services from Sanford Health Plan, this acceptance constitutes the Member’s consent to the provisions discussed below.

### Sanford Health Plan’s Rights of Subrogation

In the event of any payments for benefits provided to a Member under this Contract, Sanford Health Plan, to the extent of such payment, shall be subrogated to all rights of recovery such Member, Member’s parents, heirs, guardians, executors, or other representatives may have against any person or organization. These subrogation and reimbursement rights also include the right to recover from uninsured motorist insurance, underinsured motorist insurance, no-fault insurance, automobile medical payments coverage, premises medical expense coverage, and Workers’ Compensation insurance or substitute coverage.

Sanford Health Plan shall be entitled to receive from any such recovery an amount up to the Maximum Allowed Amount for the services provided by Sanford Health Plan. In providing benefits to a Member, Sanford Health Plan may obtain discounts from its health care Providers, compensate Providers on a capitated basis or enter into other arrangements under which it pays to another less than the Maximum Allowed Amount of the benefits provided to the Member. Regardless of any such arrangement, when a Member receives a benefit under the Certificate of Coverage for an illness or injury, Sanford Health Plan is subrogated to the Member’s right to recover the Maximum Allowed Amount of the benefits it provides on account of such illness or injury, even if those reasonable costs exceed the amount paid by Sanford Health Plan.

Sanford Health Plan is granted a first priority right to subrogation or reimbursement from any source of recovery. Sanford Health Plan’s first priority right applies whether or not the Member has been made whole by any recovery. Sanford Health Plan shall have a lien on all funds received by the Member, Member’s parents, heirs, guardians, executors, or other representatives up to the Maximum Allowed Amount Charge for any past, present, or future Health Care Services provided to the Member. Sanford Health Plan may give notice of that lien to any party who may have contributed to the loss.

If Sanford Health Plan so decides, it may be subrogated to the Member’s rights to the extent of the benefits provided or to be provided under Contract. This includes Sanford Health Plan’s right to bring suit against the third party in the Member’s name.

### Plan’s Right to Reduction and Reimbursement

Sanford Health Plan shall have the right to reduce or deny benefits otherwise payable by Sanford Health Plan, or to recover benefits previously paid by Sanford Health Plan, to the extent of any and all payments made to or for a Member by or on behalf of a third party who is or may be liable to the Member, regardless of whether such payments are designated as payment for, but not limited to, pain and suffering, loss of income, medical benefits or expenses, or other specified damages.

To the extent that federal statutes, or federal courts, eliminate or restrict any such right of reduction or reimbursement provided to Sanford Health Plan under this Contract; such rights shall thus either be limited or no longer apply, or be limited by the extent of federal actions.

Sanford Health Plan shall have a lien on all funds received by the Member, Member’s parents, heirs, guardians, executors, or other representatives up to the Maximum Allowed Amount for the Health Care Services provided to the Member.

## Erroneous Payments

To the extent payments made by Sanford Health Plan with respect to a Covered Individual are in excess of the Maximum Amount of payment necessary under the terms of the Contract, Sanford Health Plan shall have the right to recover such payments, to the extent of such excess, from any one or more of the following sources, as Sanford Health Plan shall determine any person to or with respect to whom such payments were made, or such person's legal representative, any insurance companies, or any other individuals or organizations which Sanford Health Plan determines are either responsible for payment or received payment in error, and any future benefits payable to the Covered Individual.

## Member's Responsibilities

1. The Member, Member's parents, heirs, guardians, executors, or other representatives must take such action, furnish such information and assistance, and execute such instruments as Sanford Health Plan requires to facilitate enforcement of its rights under this Certificate of Coverage. The Member shall take no action prejudicing the rights and interests of Sanford Health Plan under this provision.
2. Neither a Member nor Member's attorney or other representative is authorized to accept subrogation or reimbursement payments on behalf of Sanford Health Plan, to negotiate or compromise Sanford Health Plan's subrogation or reimbursement claim, or to release any right of recovery or reimbursement without Sanford Health Plan's express written consent.
3. Any Member who fails to cooperate in Sanford Health Plan's administration of this Part shall be responsible for the Maximum Allowed Amount for services subject to this section and any legal costs incurred by Sanford Health Plan to enforce its rights under this section. Sanford Health Plan shall have no obligation whatsoever to pay medical benefits to a Covered Individual if a Covered Individual refuses to cooperate with Sanford Health Plan's Subrogation and Refund rights or refuses to execute and deliver such papers as Sanford Health Plan may require in furtherance of its Subrogation and Refund rights. Further, in the event the Covered Individual is a minor, Sanford Health Plan shall have no obligation to pay any medical benefits incurred on account of injury or illness caused by a Third Party until after the Covered Individual or his or her authorized legal representative obtains valid court recognition and approval of Sanford Health Plan's 100%, first-dollar Subrogation and Refund rights on all Recoveries, as well as approval for the execution of any papers necessary for the enforcement thereof, as described herein.
4. Members must also report any recoveries from insurance companies or other persons or organizations arising from or relating to an act or omission that caused or contributed to an injury or illness to the Member paid for by Sanford Health Plan. Failure to comply will entitle Sanford Health Plan to withhold benefits, services, payments, or credits due under the Contract.

## Separation of Funds

Benefits paid by Sanford Health Plan, funds recovered by the Covered Individual(s), and funds held in trust over which the Plan has an equitable lien exist separately from the property and estate of the Covered Individual(s), such that the death of the Covered Individual(s), or filing of bankruptcy by the Covered Individual(s), will not affect the Plan's equitable lien, the funds over which the Plan has a lien, or the Plan's right to subrogation and reimbursement.

## Payment in Error

If for any reason we make payment under this Certificate of Coverage in error, we may recover the amount we paid.

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## Section 8. How coverage ends

### Termination by the Subscriber

Upon a qualifying event, (see Section 10, COBRA for a list qualifying events) you may be allowed to terminate coverage for you and/or any Dependent(s) at any time. Sanford Health Plan must receive a written request from the Group to end coverage. The Subscriber will be responsible for any Service Charges through the date of termination or the end of the calendar month in which termination occurs, whichever is later.

### Termination/Nonrenewal of Member Coverage

A Member's coverage will automatically terminate at the earliest of the following events below. Such action by Sanford Health Plan is called "Termination" of the Member. Except for termination for nonpayment of Service Charge Payments, or non-renewal of the Group contract, Sanford Health Plan will provide fifteen (15) days' prior written notice of termination to the Member.

1. **Failure to Pay Service Charge Payments.** Failure to pay any required amounts due under the Group or Individual contract. A grace period of thirty-one (31) days, following the due date will be allowed for the payment of any Service Charge after the first fee is paid. During this time, coverage will remain in force. If the Service Charge is not paid on or before the end of the grace period, coverage will terminate at the end of the grace period.
2. **Termination of Employment.** The last day of the month in which date the Member's active employment with the Group is terminated is the date benefits will cease for the Member(s).
3. **Termination of this Contract.** In the event this Contract terminates, the last day of the month for which Service Charge Payments were made is the date benefits will cease for the Member(s).
4. **Loss of Eligibility.** The last day of the month in which date the Member's active employment with the Group is terminated is the date benefits will cease for the Member(s).
5. **Movement Outside the Service Area.** The last day of the month in which the Member no longer resides in the Service Area is the date benefits will cease for the Member(s).
6. **Death.** The date the Member dies is the date benefits will cease for the Member(s).
7. **Fraudulent Information.** An act, practice, or omission that constitutes fraud or intentional misrepresentations of material fact, may be used to rescind this application or Certificate of Coverage, terminate coverage and deny claims. The date identified on the notice of termination is the date benefits will cease for the Member(s).
8. **Use of ID Card by Another.** The use of a Member's ID Card by someone other than the Member is considered fraud. The date a Member allows another individual to use his or her ID card to obtain services, is the date benefits will cease for the Member(s).
9. **Product Discontinuance.** Sanford Health Plan discontinues a particular product provided that Sanford Health Plan provides the Group and all Group Members with written notice at least 90 days before the date the product will be discontinued, Sanford Health Plan offers the Group and all Group Members the option to purchase any other coverage currently being offered by Sanford Health Plan to group health plans, and Sanford Health Plan acts uniformly without regard to claims experience of the Group or any health status-related factor relating to particular Group Members covered or who may be eligible for coverage. The date identified in the notice of discontinuance is the date benefits will cease for the Member(s).
10. **Discontinuance of All Coverage in Group Market or All Markets.** Sanford Health Plan discontinues offering all coverage in the group market or in all markets in South Dakota provided that Sanford Health Plan provides the Group and all Group Members and the North Dakota Department of Insurance with written notice of the discontinuance at least 180 calendar days prior to the date the coverage will be discontinued and all coverage issued or delivered by Sanford Health Plan in the group market in North Dakota are discontinued and not renewed. The date identified in the notice of discontinuance is the date benefits will cease for the Member(s).
11. Any other reason permitted by State and/or federal law.

### Uniform Modification of Coverage

Sanford Health Plan may, at the time of renewal and with sixty (60) days prior written notice, modify the Contract if the modification is consistent with State law and is effective uniformly for all persons who have coverage under this type of contract.

**NOTE:** If a Member becomes otherwise ineligible for group membership under this Plan, there may be other coverage options for the Subscriber and/or Dependent(s) through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a Spouse's plan) through what is called a "Special Enrollment Period." The cost of these options may vary depending on a Subscriber's individual circumstances. To learn more, visit [www.healthcare.gov](http://www.healthcare.gov) or call (800) 318-2596 | TTY/TDD: (855) 889-4325.

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## Member Appeal of Termination

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A Member may appeal a decision to terminate, cancel, or refuse to renew the Member's coverage. The appeal will be considered to be a Member Complaint and Sanford Health Plan's policy on member complaints will govern the appeal procedure (see Section 6).

Pending the appeal decision, coverage will terminate on the date that was set by Sanford Health Plan. However, the Member may continue coverage, if entitled to do so, by complying with the "Continuation of Coverage" provisions in Sections 9 and 10. If Sanford Health Plan decides the appeal in favor of the Member, coverage will be reinstated, retroactive to the effective date of termination, as if there had been no lapse in coverage.

**NOTE:** A Member may not be terminated due to the status of the Member's health or because the Member has exercised his or her rights, under Sanford Health Plan's policy on member complaints, or the policy on appeal procedures for medical review determinations.

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## Continuation of Coverage for Confined Members

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Any Member who is an inpatient in a Hospital or other Facility on the date of coverage termination under this Benefit Plan will be covered in accordance with the terms of this Certificate until they are discharged from such Hospital or other Facility. Applicable charges for coverage that was in effect prior to termination of this Certificate will apply.

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## Extension of Benefits for Total Disability

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An extension of benefits is provided Covered Members/Subscribers who become totally disabled while enrolled under this Benefit Plan and whom continue to be totally disabled at the date of termination of this Certificate. Upon payment applicable premium charges at the current Group rate, coverage will remain in full force and effect until the first of the following occurs:

1. The end of a period of twelve (12) months starting with the date of termination of the Group contract;
2. The date the Member is no longer totally disabled; or
3. The date a succeeding plan provides replacement coverage to that Member without limitation as to the disabling condition.

Upon termination of the extension of benefits, the Member/Subscriber will have continuation and conversion rights as stated in Sections 9 and 10.

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## Notice of Group Termination of Coverage

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### Termination due to Non-Renewal

The Group will give thirty (30) days written notice of the termination to the Members. For purposes of this Contract, "give written notice" means to present the notice to the Member or mail it to the Member's last known address.

This notice will set forth at least the following:

1. The effective date and hour of termination or of the decision to not renew coverage;
2. The reason(s) for the termination or nonrenewal; and
3. The Member's options listed below, including requirements for qualification and how to exercise the Member's rights:
  - a. the availability of Continuation of Coverage, if any; and
  - b. the fact that the Member may have rights under federal COBRA provisions, independent from any provisions of this Contract, and should contact the Group for information on the COBRA provisions.

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## Section 9. Options after Coverage Ends

### Federal Continuation of Coverage Provisions (“COBRA”)

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#### Notice of Continuation Coverage Rights Under COBRA for employer groups with twenty (20) or more employees.

##### Introduction

You are getting this notice because you recently gained coverage under an employer sponsored group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it. When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when employer sponsored group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review your Plan Document (Policy) or contact the Plan Administrator (your Employer).

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Health Insurance Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a thirty (30) day special enrollment period for another group health plan for which you are eligible (such as a spouse’s plan), even if that plan generally doesn’t accept “Late Entrants”.

##### What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of coverage when it would otherwise end because of a life event. This is also called a “qualifying event.” Specific qualifying events are listed below. After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.”

You, your Spouse, and your Dependent Children could become qualified beneficiaries if coverage is lost because of the qualifying event. Qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee and the Plan is subject to COBRA, you will become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the Spouse of an employee and the Plan is subject to COBRA, you will become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse’s hours of employment are reduced;
- Your spouse’s employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

If the Plan is subject to COBRA, your Dependent Children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee’s hours of employment are reduced;
- The parent-employee’s employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage as a “Dependent Child.”

Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to the employer sponsoring coverage under the Plan, and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee will become a qualified beneficiary. The retired employee's spouse, surviving spouse, and Dependent Children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

### **When is COBRA Coverage Available?**

The employer is responsible for the timely mailing of applicable COBRA notices to Members (the "COBRA Notification Letter").

The employer must notify Sanford Health Plan when qualifying events occur. Sanford Health Plan will offer COBRA continuation coverage to qualified beneficiaries only after being notified by the employer that a qualifying event has occurred. The employer must notify the Plan of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee;
- Commencement of a proceeding in bankruptcy with respect to the employer; or
- The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

For other qualifying events (such as divorce or legal separation of the employee and Spouse or a child losing eligibility for coverage as a Dependent Child), you may notify Sanford Health Plan at (800) 752-5863 (*toll-free*) | TTY/TDD (877) 652-1844 (*toll-free*).

### **How is COBRA Coverage Provided?**

Upon notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses and Dependent Children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for eighteen (18) months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a qualified beneficiary to receive a maximum of thirty-six (36) months of coverage.

**There are also ways in which this eighteen (18) month period of COBRA continuation coverage can be extended:**

*Disability extension of eighteen (18) month period of COBRA continuation coverage*

If you or a covered Dependent is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your covered Dependents may be entitled to get up to an additional eleven (11) months of COBRA continuation coverage, for a maximum of twenty-nine (29) months. The disability would have to have started at some time before the sixtieth (60<sup>th</sup>) day of COBRA continuation coverage and must last at least until the end of the eighteen (18) month period of COBRA continuation coverage.

*Second qualifying event extension of eighteen (18) month period of continuation coverage*

If you or your covered Dependents experience another qualifying event during the eighteen (18) months of COBRA continuation coverage, the Spouse and Dependent Children in your family can get up to eighteen (18) additional months of COBRA continuation coverage, for a maximum of thirty-six (36) months, if your employer is properly notified about the second qualifying event.

This extension may be available to your Spouse and any Dependent Children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the Dependent Child stops being eligible under the Plan as a Dependent Child. This extension is only available if the second qualifying event would have caused the Spouse or Dependent Child to lose coverage under the Plan had the first qualifying event not occurred.

**How is COBRA Coverage Elected?**

To elect continuation coverage, when Sanford Health Plan is administering your COBRA coverage, you must call Customer Service toll-free at (800) 752-5863 (*toll-free*) or TTY/TDD: (877) 652-1844 (*toll-free*) and complete the Plan's Election Form. The election period to request a continuation of coverage will expire sixty (60) days from the date of the Member's election notice.

Each qualified beneficiary has a separate right to elect continuation coverage. For example, the Spouse may elect continuation coverage even if the employee does not. Continuation coverage may be elected for only one, several, or for all Dependent Children who are qualified beneficiaries.

In considering whether to elect continuation coverage, you should take in to account that you have special enrollment rights under federal law. You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your Spouse's employer) within thirty (30) days after your group health coverage ends because of a qualifying event listed above under "What is COBRA Continuation Coverage." You will also have the same special enrollment right at the end of continuation coverage if you get continuation coverage for the maximum time available to you.

**If continuation coverage (COBRA) is not timely elected, your coverage will end.**

**When and how must payment be made for COBRA continuation coverage administered by Sanford Health Plan?**

*First payment for continuation coverage*

If you elect continuation coverage, you do not have to send any payment with the COBRA Election Form.

However, you must make your first payment to Sanford Health Plan no later than forty-five (45) days after the date of your election.

Your Election Date is the date the Election Notice is post-marked, if mailed.

If you do not make your first payment for continuation coverage in full no later than forty-five (45) days after the date of your election, you will lose all continuation coverage rights under the Plan. You are responsible for making sure that the amount of your first payment is correct. You may contact Sanford Health Plan's Customer Service Department to confirm the correct amount of your first payment.



#### *Periodic payments for continuation of coverage*

After you make your first payment for continuation coverage, you will be required to make periodic payment for each subsequent coverage period. The amount due for each coverage period for each qualified beneficiary is shown in the COBRA Notification Letter. The periodic payments can be made on a monthly basis. Each of these periodic payments for continuation coverage is due on the first day of each month for that coverage period. If you make a periodic payment before the first day of each month, your coverage will continue for that coverage period without any break.

#### *Grace Periods for periodic payments*

Although periodic payments are due on the first day of each month, you will be given a grace period of thirty-one (31) days after the first day of the coverage period to make each periodic payment. Your continuation coverage will be provided for each coverage period as long as payment for that coverage period is made before the end of the grace period for that payment. However, if you pay a periodic payment later than the first day of the coverage period to which applies, but before the end of the grace period for the coverage period, your coverage will be suspended as of the first day of the coverage period and then retroactively reinstated (going back to the first day of the coverage period) when the periodic payment is received. This means that any claims you submit for benefits while your coverage is suspended may be denied and may have to be resubmitted once your coverage is reinstated.

If you fail to make a periodic payment before the end of the grace period for that coverage period, you will lose all rights to continuation coverage under the Plan.

**If Sanford Health Plan is administering your COBRA coverage:** Your first COBRA premium payment, and all periodic payments, should be sent to:  
Sanford Health Plan, PO Box 91110, Sioux Falls, SD 57109-1110. Contact your employer to determine the COBRA administrator.

#### **How much does COBRA continuation coverage cost?**

Generally, each qualified beneficiary may be required to pay the entire cost of continuation coverage. The amount a qualified beneficiary may be required to pay may not exceed 102% (or, in the case of an extension of continuation coverage due to a disability, 150%) of the cost to the group health plan (including both employer and employee contributions) for coverage of a similarly situated plan Member or beneficiary who is not receiving continuation coverage. The required payment for each continuation coverage period for each option is described in the COBRA Notification Letter.

#### **Are there other coverage options besides COBRA Continuation Coverage?**

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

#### **The Uniformed Services Employment and Reemployment Rights Act (USERRA)**

The Uniformed Services Employment and Reemployment Rights Act (USERRA) requires employers to offer employees and their Spouse and/or Dependent Children the opportunity to pay for a temporary extension of health coverage (called continuation coverage) at group rates in certain instances where the employee leaves the position of employment due to service in the military. The Member or the Member's Authorized Representative may elect to continue the employee's coverage by making an election of a form provided by Sanford Health Plan. The Member has sixty (60) days to elect continuation coverage measured from the later of (1) the date the employee left the position of employment, or (2) the date notice of election rights is received. If continuation coverage is elected within this period, the coverage will be retroactive to the date the employee left the position of employment.

The Member may elect continuation coverage on behalf of a covered Dependent; however, there is no independent right of each covered Dependent to elect continuation of coverage. If the Member does not elect coverage, there is no USERRA continuation available for the Spouse or Dependent Children. In addition, even if the Member does not elect USERRA coverage or continuation coverage, the Member has the right to have coverage reinstated upon reemployment. Continuation coverage continues for up to twenty-four (24) months.

This section is to inform covered individuals, in summary fashion, of their rights and obligations under the continuation of coverage provisions of USERRA. It is intended that no greater rights be provided than those required by federal law.

#### **If You Have Questions**

This notice does not fully describe continuation coverage or other rights under the Plan. More information about continuation coverage and your rights under the Plan is available in your summary plan description, from the Plan Administrator or from your employer.

If you have any questions concerning the information in this notice, your rights to coverage, or if you want a copy of your summary plan description, you should contact Customer Service your employer.

For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S.

Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Health Insurance Marketplace, visit [www.healthcare.gov](http://www.healthcare.gov).

### **Keep Sanford Health Plan Informed of Address Changes**

To protect your family's rights, let Sanford Health Plan know about any changes in the addresses of covered Dependents. You should also keep a copy, for your records, of any notices you send to Sanford Health Plan.

### **COBRA Contact Information**

Mail: Sanford Health Plan, PO Box 91110, Sioux Falls, SD 57109-1110.  
Phone: (800) 752-5863 (toll-free) | TTY/TDD: (877) 652-1844 (toll-free)  
For free help in a language other than English: (800) 892-0675 (toll-free)  
Fax: (605) 328-6812  
Online: [www.sanfordhealthplan.com/memberlogin](http://www.sanfordhealthplan.com/memberlogin)  
Or contact your employer.

## **State Continuation of Coverage Provisions**

Continuation of Coverage Provisions for Members not affected by COBRA State law permits Members to continue coverage under an employer Group health plan under certain circumstances. That is, if the Group, as an employer, changes from Sanford Health Plan to another health plan or insurance carrier, the right to continuation under state law is a Subscriber right, which transfers to the new carrier or to claims adjudication under the new administrator.

In general, Subscribers and their covered Dependents who were continuously covered under the Plan during a three (3) month period immediately preceding termination of coverage, have a right to continue Group health coverage if they lose coverage because of termination of the Subscriber's employment. Continuation does not include dental, vision care or prescription drug benefits or any other benefits provided under the Group Certificate of Coverage in addition to its major medical benefits.

Subscribers and their Covered Dependents have a right to continue coverage for thirty-nine (39) weeks from the date of termination. In the case of individuals who are disabled within the meaning of the *Social Security Act*, special rules may apply to extend coverage as provided by North Dakota Administrative Code Chapter 45-08-02-06. See the *Extension of Benefits for Total Disability* set forth in Section 8.

However, the right to continue Group coverage shall terminate upon the happening of the following events:

- a. The Member becomes covered by Medicare.
- b. The Member becomes covered by any other insured or uninsured arrangement which provides Hospital, surgical, or medical coverage for individuals in a group and under which the person was not covered immediately prior to the termination.

Or, if earlier, at the first to occur of the following:

- a. The date thirty-nine (39) weeks after the date the Member's insurance under the Certificate of Coverage would otherwise have terminated because of termination of employment or Membership.
- b. If the Member fails to make timely payment of the required Service Charge payment, the end of the period for which the Service Charges were made.
- c. The date on which the Group Certificate of Coverage is terminated or the date the employer terminates participation under the Group Certificate of Coverage. However, if this subdivision applies and the coverage ceasing by reason of such termination is replaced by similar coverage under another group Certificate of Coverage, the following apply:
  - i. The Member may become covered under that other group Certificate of Coverage for the balance of the period that the Member would have remained covered under the prior group Certificate of Coverage, had the termination not occurred; and
  - ii. The minimum level of benefits to be provided by the replacement group Certificate of Coverage is the applicable level of benefits of the prior group Certificate of Coverage reduced by any benefits payable under that prior group Certificate of Coverage; and
  - iii. The prior group Certificate of Coverage must continue to provide benefits to the extent of its accrued liabilities and extensions of benefits as if the replacement had not occurred.

### **Continuation Coverage for Former Spouses and Dependent Children**

If because of entry of a decree of annulment from marriage or divorce, a Spouse or Dependent is no longer eligible for coverage under this Plan, the Spouse or Dependent may apply for continuation coverage until the earliest of:

- a. Thirty-six (36) months after continuation of coverage began; or
- b. The date the Subscriber's former spouse becomes remarried; or
- c. The date coverage would otherwise terminate under the Contract.

When continuation coverage under this section ends, Members have the option to enroll in an individual conversion plan as described in the Conversion of Coverage section below.

### **Election Rights**

When the employer is notified that one of the above events has occurred, the Plan or Sanford Health Plan will send the Subscriber or Dependent who qualifies for continuation of coverage a notice of the right to continue coverage. The Subscriber or Dependent has ten (10) days to elect continuation coverage, in writing, measured from the later of:

- a. The date of termination of employment.
- b. The date notice of election rights is received by the Member.

A period of thirty-one (31) days after the date of termination is allowed in which the Member has to elect continuation of coverage. If Sanford Health Plan receives the written election for continuation coverage within this period, the coverage will be retroactive to the date coverage would have otherwise been lost.

### **Payment of Service Charges**

Upon receipt of the continuation of coverage election form, the Plan or Sanford Health Plan will send the Subscriber or Dependent who qualifies for continuation of coverage a notice of the amount of dues needed for the continued benefits. A period of thirty-one (31) days is allowed in which to pay the initial required Service Charge payment. The first Service Charge payment will be for a period commencing with the date following the date coverage would otherwise terminate. The Service Charges will be the same as those for actively employed Subscribers unless coverage under the Contract has been lost because of entry of a decree of annulment from marriage or divorce, in which case the amount charged will be 102% of the cost of coverage for actively employed Subscribers. Subsequent Service Charge payments will be allowed a thirty-one (31) day grace period after the due date. Sanford Health Plan or the Plan will bill the Member directly and payment will be made according to the invoice instructions.

### **Enrollment and Benefit Changes**

- a. If the Group changes benefits, the Subscriber's benefits will also change to match the Group's new benefit package.
- b. The Subscriber has the same right to change benefit programs as the active Group Members. A Pre-Existing Condition waiting period may not be applied to a transferring Subscriber and his or her covered Dependents.
- c. If the Group changes plans or insurers during the period of Continued Group Benefits, the Subscribers for the Group will be canceled as to coverage under this Contract and become the responsibility of the new health plan or insurer.

## **Conversion of Coverage Provisions**

- a. Except as stated in paragraph (b), a Member who has been continuously covered under the Group Contract for at least three (3) months is entitled to a conversion contract if the Member is no longer eligible for coverage under the Group Contract or the Group Contract terminates.
- b. A Member is not entitled to a conversion contract in the following circumstances:
  - i. The Member's loss of eligibility under the Group Contract was based upon the Member's failure to pay amounts due under the Group Contract, the Member engaged in fraud or a material misrepresentation in enrollment or in the use of services or facilities, or the Member materially violated the terms of the Group Contract,
  - ii. The Member is covered by or is eligible for benefits under Medicare.
  - iii. The Member is covered by or is eligible for similar hospital, medical or surgical benefits under state or federal law.
  - iv. The Member is covered by or is eligible for similar hospital, medical, or surgical benefits under any arrangement of coverage for individuals in a group.
  - v. The Member is covered for similar benefits by an individual policy or contract.
- c. To obtain the conversion contract the Member must submit a written application and any applicable premium to Sanford Health Plan within thirty-one (31) days after the Member's loss of eligibility or the date the Group Contract terminates. The Member shall not be required to meet any additional waiting periods and shall receive credit for any applicable waiting period.

## Renewal & Reinstatement

1. **Renewal.** The Group Contract shall automatically renew for additional one (1) year periods unless either the Group or Plan gives the other written notice of its intention not to renew at least thirty (30) days prior to the Group Contract's expiration date. The Group's Contract Service Charge addendum will be reissued on an annual basis and will be in effect for the term specified therein.
2. **Reinstatement.** If the Group fails to pay a Service Charge when due and this Contract is terminated by Sanford Health Plan, in addition to any other rights and remedies available to Sanford Health Plan under the Group Contract or in law or equity, the Plan reserves the right to reinstate the Group. In the event the Group Contract is terminated and the Group desires reinstatement of coverage, the Group shall send written notice to the Plan. Sanford Health Plan shall have sole and absolute discretion in determining whether to reinstate the Group. In the event Sanford Health Plan reinstates coverage for the Group, the Group shall submit to Sanford Health Plan any reinstatement fees due in an amount determined by the Group's Contract with Sanford Health Plan, prior to coverage being reinstated.

## Section 10. Problem Resolution

### Member Appeal and Complaint Procedures – OVERVIEW

**A Member has the right to contact the Insurance Department for assistance at any time at:**

North Dakota Insurance Department  
600 E. Boulevard Ave.  
Bismarck, ND 58505-0320

Email: [insurance@nd.gov](mailto:insurance@nd.gov)  
Consumer hotline: (800) 247-0560 (toll-free)  
TTY: (800) 366-6888 (toll-free)

#### Special Communication and Language Access Services

For Members who request language services, Sanford Health Plan will provide services at no charge in the requested language through an interpreter. Translated documents are also available at no charge to help Members submit a complaint or appeal, and Sanford Health Plan will communicate with Members free of charge about their complaint or appeal in the Member's preferred language, upon request. To get help in a language other than English, call (800) 892-0625 (toll-free).

#### For Members who are deaf, hard of hearing, or speech-impaired

To contact Sanford Health Plan, a TTY/TDD line is available free of charge by calling toll-free (877) 652-1844 (toll-free).

#### Designating an Authorized Representative

You must act on your own behalf, or through an Authorized Representative, if you wish to exercise your rights under this Section. If you wish to designate an Authorized Representative, you must do so in writing. You can get a form by calling Customer Service toll-free at (800) 752-5863 (toll-free); or logging into your account at [www.sanfordhealthplan.com/memberlogin](http://www.sanfordhealthplan.com/memberlogin). If a person is not properly designated in writing as your Authorized Representative, we will not be able to deal with him or her in connection with your rights under this Section of your Summary Plan Description.

**For urgent pre-service claims, we will presume that your provider is your Authorized Representative unless you tell us otherwise, in writing.**

Maximum Appeal Timelines			
Type of Notice	Emergency	Pre-Service	Post-Service
Initial Determinations	72 Hours	15 days	30 Days
Extension for Initial Plan Determinations	NONE	15 days	15 Days
Additional Information Request (Plan)	24 Hours	15 days	15 Days
Response to Request For Additional Information (Member)	48 Hours	45 Days	45 Days
Request for Internal Appeal (Member)	180 Days	180 Days	180 Days
Internal Appeal Determinations	72 Hours	30 Days	60 Days
Request for External Appeal (Member)	N/A	4 months	4 Months
External Appeal Determinations	72 Hours	45 Days	45 Days

### Definitions

**Adverse Determination:** Means a denial, reduction or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment (for pre-service or post-service claims) that is based on:

1. A determination of an individual's eligibility to participate in a plan;
2. A determination that a benefit is not a Covered Benefit;
3. The imposition of a source-of-injury exclusion, network exclusion, application of any Utilization Review, or other limitation on otherwise

- covered benefits;
4. A determination that a benefit is Experimental, Investigational or not Medically Necessary or appropriate; or
  5. A rescission of coverage. Only an act, practice, or omission that constitutes fraud or intentional misrepresentations of material fact, made by an applicant for health insurance coverage may be used to void application or Certificate of Coverage and deny claims.

**Appeal:** A request to change a previous Adverse Determination made by Sanford Health Plan.

**Inquiry:** A telephone call regarding eligibility, Contract interpretation, Sanford Health Plan policies and procedures, or benefit design. It is the policy of Sanford Health Plan to address Member and Practitioner and/or Provider inquiries through informal resolution over the telephone whenever possible. If the resolution is not satisfactory to the inquirer, he or she will be instructed of his or her rights to file a verbal or written Complaint.

**Complaint:** An oral or written expression of dissatisfaction. It is the policy of Sanford Health Plan to make reasonable efforts to resolve Member and Practitioner and/or Provider Complaints. A process has been established for Members (or their designees) and Practitioners and/or Providers to use when they are dissatisfied with Sanford Health Plan, its Practitioners and/or Providers, or processes. Examples of Complaints are eligibility issues; coverage denials, cancellations, or non-renewals of coverage; administrative operations; discrimination based on race, color, national origin, sex, age or disability; and the quality, timeliness, and appropriateness of health care services provided.

**Complainant:** This is a Member, applicant, or former Member or anyone acting on behalf of a Member, applicant, or former Member, who submits a Complaint. The Member and his/her legal guardian may designate in writing to Sanford Health Plan an Authorized Representative to act on his/her behalf. This written designation of representation from the Member should accompany the Complaint.

**External Review:** An External Review is a request for an Independent, External Review of a medical necessity final determination made by Sanford Health Plan through its External Appeals process.

**Urgent Care Situation:** A degree of illness or injury that is less severe than an Emergency Condition, but requires prompt medical attention within twenty-four (24) hours. An Urgent Care Request means a request for a health care service or course of treatment with respect to which the time periods for making a non-Urgent Care Request determination could:

- a. Seriously jeopardize the life or health of the Member or the ability of the Member to regain maximum function, based on a prudent layperson's judgment; or
- b. In the opinion of a Practitioner with knowledge of the Member's medical condition, would subject the Member to severe pain that cannot be adequately managed without the health care service or treatment that is the subject of the request.

In determining whether a request is "Urgent," Sanford Health Plan shall apply the judgment of a Prudent Layperson as defined in Section 8. A Practitioner, with knowledge of the Member's medical condition, who determines a request to be "Urgent," as defined in Section 8, shall have such a request treated as an Urgent Care Request by Sanford Health Plan.

## Complaint (Grievance) Procedures

A Member has the right to file a Complaint either orally or in writing with the Appeals and Complaints Department. The Appeals and Complaints Department will make every effort to investigate and resolve all Complaints. The Appeals and Complaints Department may be reached toll-free at (800) 652-8544 | TTY/TDD: (877) 652-1844 (*toll-free*), 8:00 a.m. to 5:00 p.m., Central Time, Monday through Friday.

To contact The Appeals and Complaints Department and file a Complaint in a language other than English, call (800) 892-0625 (*toll-free*).

Language assistance services are free of charge. To complain in writing, send to the Appeals and Complaints Department at the address below or use the secure communications portal of your MySanfordHealthPlan account at [www.sanfordhealthplan.com/memberlogin](http://www.sanfordhealthplan.com/memberlogin).

### Oral Complaints

A complainant may orally submit a Complaint to the Appeals and Complaints Department. If the Complaint is not resolved to the Complainant's satisfaction within ten (10) business days of Sanford Health Plan receiving the oral Complaint, and the Complainant wants Sanford Health Plan to take further action, the Complainant must submit a Complaint in writing to Sanford Health Plan. The Appeals and Complaints Department will notify the Complainant of the requirement for a written Complaint if the Complainant wants to receive Plan investigation findings. Upon request, The Appeals and Complaints Department will provide assistance in submitting Complaint information free of charge.

### Written Complaints

A complainant can seek further review of an oral Complaint not resolved by phone by submitting a written Complaint. A Member, or his/her Authorized Representative, must send the written Complaint, the reasons they believe they are entitled to benefits, and any supporting documentation, to:

Sanford Health Plan  
Appeals and Complaints Department  
PO Box 91110

Complaints based on discrimination must be sent to the attention of Civil Rights Officer.

A written complaint may also be submitted through the secure communications portal of a Member's online account at [www.sanfordhealthplan.com/memberlogin](http://www.sanfordhealthplan.com/memberlogin).

The Appeals and Complaints Department will notify the Complainant within ten (10) business days of receiving a written Complaint, unless the Complaint has been resolved to the Complainant's satisfaction within those ten (10) business days.

Upon request and at no charge, the Complainant will be given reasonable access to and copies of all documents, records and other information relevant to the Complaint.

### Written Complaint Investigations

The Appeals and Complaints Department will investigate and review the Complaint and notify the complainant of Sanford Health Plan's decision in accordance with the following timelines:

1. A decision and written notification on the Complaint will be made to the complainant, his or her Practitioners and/or Providers involved in the provision of the service within thirty (30) calendar days from the date Sanford Health Plan receives your request.
2. In certain circumstances, the time period may be extended by up to fourteen (14) days upon agreement. In such cases, Sanford Health Plan will notify the complainant in advance, of the reasons for the extension.
3. Any complaints related to the quality of care received are subject to practitioner review. If the complaint is related to an urgent clinical matter, it will be handled in an expedited manner, and a response will be provided within seventy-two (72) hours.

### Unresolved Complaints (Grievances)

If a Complaint is not resolved to the Member's satisfaction, the Member, or his/her Authorized Representative, has the right to Appeal any Adverse Determination made by Sanford Health Plan. Appeal Rights may be requested by calling the Appeals and Complaints Department toll-free at (877) 652-8544 | TTY/TDD: (877) 652-1844 (*toll-free*), 8:00 a.m. to 5:00 p.m., Central Time, Monday through Friday. To contact Sanford Health Plan in a language other than English, call (800) 892-0625 (*toll-free*). Language assistance services are free of charge.

Sanford Health Plan will make appropriate arrangements to ensure that individuals with disabilities and individuals with limited English proficiency are provided auxiliary aids and services or language assistance services, respectively, if needed to participate in the complaint or appeals process.

**All notifications described above will comply with applicable law. A complete description of your Appeal rights and the Appeal process will be included in written responses you receive from Sanford Health Plan.**

## Appeal Procedures

### Types of Appeals

- A **Pre-Service Appeal** is a request to change an Adverse Determination that Sanford Health Plan denied, in whole or in part, in advance of the Member obtaining care or services.
- A **Post-Service Appeal** is a request to change an Adverse Determination for care or services already received by the Member.
- An **Expedited (Urgent) Appeal** is a request to change a previous Adverse Determination made by Sanford Health Plan when services subject to the request are of an urgent or emergent nature.

### Continued Coverage for Concurrent Care

A Member is entitled to continued coverage for concurrent care pending the outcome of the appeals process; benefits for an ongoing course of treatment cannot be reduced or terminated without providing advance notice sufficient to allow the claimant to Appeal and obtain a review determination before the benefit is reduced or terminated. Review determinations would be made within *twenty-four (24) hours*.

## Audit Trails

Audit trails for Complaints, Adverse Determinations and Appeals are provided by Sanford Health Plan's Information System and an Access database which includes documentation of the Complaints, Adverse Determination and/or Appeals by date, service, procedure, substance of the Complaint/Appeal (including any clinical aspects/details, and reason for the Complaint, Adverse Determination and/or Appeal. The Appeal file includes telephone notification, and documentation indicating the date; the name of the person spoken to; the Member; the service, procedure, or admission certified; and the date of the service, procedure, or Adverse Determination and reason for determination. If Sanford Health Plan indicates authorization (Certification) by use of a number, the number must be called the "authorization number."

## Internal Appeal of Adverse Determination (Denial)

### Filing Deadline

#### **Appeals must be made within one-hundred-eighty (180) days from Member notification of an Adverse Determination.**

Within one-hundred-eighty (180) days after the date of receipt of a notice of an Adverse Determination sent to a Member, or the Member's Authorized Representative, the Member, or Authorized Representative, may file an Appeal with Sanford Health Plan requesting a review of the Adverse Determination. To ease in the process of filing an Appeal, Members may use Sanford Health Plan's *Appeal Filing Form*, which is attached to all Sanford Health Plan Explanation of Benefits (EOB); the form may also be found by logging in to your online account at [www.sanfordhealthplan.com/memberlogin](http://www.sanfordhealthplan.com/memberlogin). To get a paper copy of the form, contact the Appeals and Complaints Department .

#### **To Appeal an Adverse Determination**

The Member, or the Authorized Representative, should contact Sanford Health Plan by calling or sending a written Appeal (using the *Appeal Filing Form* is optional) to the following address:

Sanford Health Plan  
Appeals and Complaints Department  
PO Box 91110  
Sioux Falls, SD 57109-1110.

You may also Appeal by calling (877) 652-8544 (*toll-free*) | TTY/TDD: (877) 652-1844 (*toll-free*); or faxing (605) 312-8910 (*long-distance charges may apply*).

## Written Notification Process for Internal Appeals

1. The specific reason for the Adverse Determination in easily understandable language.
2. Reference to the specific internal plan rule, guideline, or protocol on which the determination was based and notification that the Member will be provided a copy of the actual plan provisions, guidelines, and protocols free of charge upon request. Reasons for any denial or reimbursement or payment for services with respect to benefits under the plan will be provided within thirty (30) business days of a request.
3. If the Adverse Determination is regarding coverage for a mental health and/or substance use disorder, a statement notifying members of their opportunity to request treatment and diagnosis code information free of charge. Any request for diagnosis and treatment code information may not be (and is not) considered a request for an internal appeal or external review.
4. If the Adverse Determination is based in whole or in part upon the Member failing to submit necessary information, the notice shall include a description of any additional material or information, which the Member failed to provide to support the request, including an explanation of why the material is necessary.
5. If the Adverse Determination is based on Medical Necessity or an Experimental or Investigational Service or similar exclusion or limit, either an explanation of the scientific or clinical judgment for making the determination, applying the terms of the Certificate of Coverage to the Member's medical circumstances, or a statement that an explanation will be provided to the Member free of charge upon request.
6. For Mental Health and/or Substance Use Disorder (MH/SUD) Adverse Determinations, if information on any Medical Necessity criteria is requested, documents will be provided for both MH/SUD and medical/surgical benefits within thirty (30) business days of a Member/Authorized Representative/Provider's request. This information will include documentation of processes, strategies, evidentiary standards and other factors used by Sanford Health Plan, in compliance with MHPAEA.
7. If the Adverse Determination is based on Medical Necessity, a written statement of clinical rationale, including clinical review criteria used to make the decision if applicable. If the denial is due to a lack of clinical information, a reference to the clinical criteria that have not been met must be included in the letter. If there is insufficient clinical information to reference a specific clinical practice guideline or policy, the letter must state the inability to reference the specific criteria and must describe the information needed to render a decision.
8. A description of the Plan's Appeal procedures including how to obtain an expedited review if necessary (and any time limits applicable to those procedures), the right to submit written comments, documents or other information relevant to the appeal; an explanation of the Appeal process including the right to member representation; how to obtain an Expedited review if necessary and any time limits applicable to those procedures; notification that Expedited External Review can occur concurrently with the internal Appeal process for urgent



9. If the Adverse Determination is based on Medical Necessity, notification and instructions on how the Practitioner can contact the Physician or appropriate Practitioner to discuss the determination.
10. Notice of the Member's right to contact the Insurance Department for assistance at any time at:  
North Dakota Insurance Department                      Email: [insurance@nd.gov](mailto:insurance@nd.gov)  
600 E. Boulevard Ave.                                        Consumer hotline: (800) 247-0560 (*toll-free*)  
Bismarck, ND 58505-0320                                  TTY: (800) 366-6888 (*toll-free*)
11. Notice of the right to initiate the External Review process for Adverse Determinations based on Medical Necessity. Refer to "Independent, External Review of Final Determinations" in this Section for details on this process. Final Adverse Determination letters from the Plan will contain information on the circumstances under which Appeals are eligible for External Review and information on how the Member can seek further information about these rights.
12. For Adverse Determinations of **Prospective (Pre-Service) or Retrospective (Post-Service) Appeals**, a statement indicating:
  - a. The written procedures governing the standard internal appeal, including any required timeframes for receipt of information and Sanford Health Plan's determination; and
  - b. The Member's right to bring a civil action in a court of competent jurisdiction.
13. A description of a Member's right to bring civil action under §502(a) of ERISA; and
14. If the Adverse Determination is completely overturned by the appeal, the decision notice will state the decision and the date.

If the Member or a Member's authorized representative (as designated in writing by the Member) files an Appeal for an Adverse Determination, the following Appeal Rights apply:

- Sanford Health Plan*

14. Sanford Health Plan will provide notice of any Adverse Determination in a manner consistent with applicable federal regulations.
15. If the Appeal determination is adverse, the Member shall be informed of their right to file a civil suit in a court of competent jurisdiction upon completion of the Plan's Appeal procedures.
16. If Sanford Health Plan fails to provide adequate notification of a benefit determination, the one-hundred-eighty (180) limitation to file an appeal does not apply. If such situation occurs, a Member should file an Appeal as soon as reasonably possible and the right to file a suit in federal court is not bound by the one-hundred-eighty (180) day filing limitation.

#### **Standard (Non-Urgent) Appeal Notification Timelines**

**For Pre-service Claim (Prospective) Appeals:** Sanford Health Plan will notify the Member or their Authorized Representative, and any Practitioner and/or Providers involved in the appeal, of its determination in writing or electronically of Sanford Health Plan's Internal Appeal determination within thirty (30) calendar days of receipt of Appeal. For initial determination request timelines, see Section 4, *Utilization Management*.

**For Post-service Claim Appeals:** Sanford Health Plan will notify the Member or their Authorized Representative, and any Practitioner and/or Providers involved in the appeal, of its determination in writing or electronically of Sanford Health Plan's Internal Appeal determination within sixty (60) calendar days of receipt of Appeal. For initial determination request timelines, see Section 4, *Utilization Management*.

**For Appeals Based on Discrimination:** Sanford Health Plan will notify the Member or their Authorized Representative and any Practitioner and/or Providers involved in the Appeal in writing within thirty (30) calendar days of receipt of the Appeal.

### **Expedited (Urgent) Appeal Procedure**

The procedures in this Section are used for an **Expedited (Urgent) Appeal**, which is when the Member's condition is urgent or emergent and an *Urgent Care Request* is being appealed, as defined in Section 11 of this Summary Plan Description.

An **Expedited (Urgent) Appeal** for **Pre-service or Concurrent** claims are utilized if the Member, or Practitioner and/or Provider acting on behalf of the Member, believes that an Expedited (Urgent) Appeal is warranted. As described in this Section and in Section 2 (for Benefit and/or Medical Care Determinations), the rights and procedures of a standard internal appeal apply equally to Expedited (Urgent) Appeals.

For an Expedited (Urgent) Appeal, the request for an expedited review may be submitted orally or in writing. Sanford Health Plan also accepts all necessary information for Expedited (Urgent) Appeal requests by telephone or electronically. In such situations, the Practitioner who made the initial Adverse Determination may review the appeal and overturn the previous decision.

Sanford Health Plan will notify the parties involved of its expedited appeal determination orally, or in writing, by facsimile or other expedient means. The Member and those Practitioners and/or Providers involved in the appeal will also receive written notification within three (3) calendar days of the oral notification.

**NOTE:** If a Member's claim or appeal is no longer considered or determined to be urgent or emergent, as defined in this Summary Plan Description, it will be handled according to the Standard (Non-urgent) appeal procedures and timelines, depending upon the circumstances.

If the expedited review is a Concurrent Review determination, the service will be continued without liability to the Member until the Member or the representative has been notified of the determination.

#### **Expedited (Urgent) Appeal Notification Timelines**

The determination will be made and provided to the Member, those Practitioners and/or Providers involved in the expedited appeal request, via oral notification by Utilization Management, as expeditiously as the Member's medical condition requires, but no later than within seventy-two (72) hours of receipt of the request.

If the information is not received in a timely manner as stated in Section 4, "*Utilization Management Review Process*", notification will occur as expeditiously as the Member's medical condition requires, but no later than forty-eight (48) hours after receipt of all the information necessary to process the request for benefits.

### **External Independent Review of Final Adverse Determination (Denial)**

The Plan will follow the procedure for providing independent, external review of final determinations as outlined by federal ERISA regulations and rules governing the Plan in the Patient Protection and Affordable Care Act. Accordingly, an Independent External Review is not available for a Benefit Denial when it does not involve medical judgment.

**NOTE:** Adverse Benefit Determinations, e.g. denials that do not involve medical/clinical review, are not eligible for an External Review. The Plan's decision on Benefit Determinations is final and binding.

## External Appeal Review Program – OVERVIEW

### External Review Requests

Members may file a request for External Review with Sanford Health Plan or with the North Dakota Insurance Commissioner at:

North Dakota Insurance Department

Email: [insurance@nd.gov](mailto:insurance@nd.gov)

600 E. Boulevard Ave.

Consumer hotline: (800) 247-0560 (*toll-free*)

Bismarck, ND 58505-0320

TTY: (800) 366-6888 (*toll-free*)

An expedited Appeal procedure is used when the condition is an Urgent Care Situation, as defined previously in this Certificate of Coverage.

An expedited review involving Urgent Care Requests for Adverse Determinations of **Pre-service or Concurrent** claims must be utilized if the Member or Practitioner and/or Provider acting on behalf of the Member believe that an expedited determination is warranted. All of the procedures of a standard review described apply. In addition, for an Expedited Appeal, the request for an expedited review may be submitted. This can be done orally or in writing and the Plan will accept all necessary information by telephone or electronically. In such situations, the Practitioner who made the initial Adverse Determination may review the appeal and overturn the previous decision.

The determination will be made and provided to the Member and those Practitioners and/or Providers involved in the appeal via oral notification by the Utilization Management Department as expeditiously as the Member's medical condition requires but no later than twenty-four (24) hours of receipt of the request. Sanford Health Plan will notify you orally by telephone or in writing by facsimile or via other expedient means. The Member and those Practitioners and/or Providers involved in the appeal will receive written notification within three (3) calendar days of the oral notification. If your claim is no longer considered urgent, it will be handled in the same manner as a Non-urgent Pre-service or a Non-urgent post-service appeal, depending upon the circumstances.

If the expedited review is a Concurrent Review determination, the service must be continued without liability to the Member until the Member or the representative has been notified of the determination.

## External Appeal Review Program Procedures

### External Review Requests

Members may file a request for External Review with Sanford Health Plan or with the North Dakota Insurance Commissioner at:

North Dakota Insurance Department

Email: [insurance@nd.gov](mailto:insurance@nd.gov)

600 E. Boulevard Ave.

Consumer hotline: (800) 247-0560 (*toll-free*)

Bismarck, ND 58505-0320

TTY: (800) 366-6888 (*toll-free*)

### For independent, External Review of a final Adverse Determination, Sanford Health Plan will provide:

1. Members the right to an independent, third party, binding review whenever they meet the following eligibility criteria:
  - a. The Member is Appealing an Adverse Determination that is based on Medical Necessity (benefits Adverse Determinations are not eligible);
  - b. Sanford Health Plan has completed the internal Appeal review and its decision is unfavorable to the Member, or has exceeded the time limit for making a decision, or Sanford Health Plan has elected to bypass the available internal level of Appeal with the Member's permission;
  - c. The request for independent, External Review is filed within four (4) months of the date that Sanford Health Plan's Adverse Determination was made.
2. Notification to Members about the independent, External Review program and decision are as follows:
  - a. General communications to Members, at least annually, to announce the availability of the right to independent, External Review.
  - b. Letters informing Members and Practitioners of the upholding of an Adverse Determination covered by this standard including notice of the independent, External Appeal rights, directions on how to use the process, contact information for the independent, External Review organization, and a statement that the Member does not bear any costs of the independent, External Review organization, unless otherwise required by state law.
  - c. The External Review organization will communicate its decision in clear terms in writing to the Member and Sanford Health Plan. The decision will include:
    - i. a general description of the reason for the request for external review;
    - ii. the date the independent review organization received the assignment from Sanford Health Plan to conduct the external review;
    - iii. the date the external review was conducted;

- iv. the date of its decision;
  - v. the date the external review was conducted;
  - vi. the date of its decision;
  - vii. the principal reason(s) for the decision, including any, Medical Necessity rationale or evidence-based standards that were a basis for its decision; and
  - viii. the list of titles and qualifications, including specialty, of individuals participating in the appeal review, statement of the reviewer's understanding of the pertinent facts of the appeal and reference to evidence or documentation used as a basis for the decision.
- d. The External Review organization must also notify the Member how and when Members receive any payment or service in the case of overturned Adverse Determinations.
3. Conduct of the External Appeal Review program as follows:
- a. Within five (5) business days following the date of receipt of the external review request, Sanford Health Plan shall complete a preliminary review of the request to determine whether:
    - i. The Member is or was a covered person at the time the health care service was requested or, in the case of a Retrospective Review, was a covered person in the Plan at the time the health care service was provided;
    - ii. The health care service that is the subject of the Adverse Determination is a covered service under the Member's health benefit plan, but for a determination by the health carrier that the health care service is not covered because it does not meet the Plan's requirements for medical necessity, appropriateness, health care setting, or level of care or effectiveness;
    - iii. The Member has exhausted Sanford Health Plan's internal Appeal process unless the Member is not required to exhaust Sanford Health Plan's internal Appeal process as defined above; and
    - iv. The Member has provided all the information and forms required to process an external review.
  - b. Within one (1) business day after completion of the preliminary review, Sanford Health Plan shall notify the Member and, if applicable, the Member's Authorized Representative in writing whether the request is complete and eligible for external review.
    - i. If the request is not complete, the NDID shall inform the Member and, if applicable, the Member's Authorized Representative in writing and include in the notice what information or materials are needed to make the request complete; or if the request is not eligible for external review, the NDID shall inform the Member and, if applicable, the Member's Authorized Representative in writing and include the reasons for its ineligibility. If the Independent Review Organization upheld the denial, there is no further review available under this appeals process. However, you may have other remedies available under State or Federal law, such as filing a lawsuit.
    - ii. If the request is complete, within one (1) business day after verifying eligibility, the NDID shall assign an independent review organization and notify in writing the Member, and, if applicable, the Member's Authorized Representative of the request's eligibility and acceptance for external review. The Member may submit in writing to the assigned Independent Review Organization within five (5) business days following the date of receipt of the notice provided by the NDID any additional information that the independent review organization shall consider when conducting the external review. The independent review organization is not required to, but may, accept and consider additional information submitted after ten (10) business days.
    - iii. Within five (5) business days after the date the NDID determines the request is eligible for external review, of receipt, the NDID shall provide to the assigned independent review organization the documents and any information considered in making the adverse determination or final Adverse Determination.

- c. The North Dakota Insurance Department contracts with the independent, external review organization that:
    - i. is accredited by a nationally recognized private accrediting entity;
    - ii. conducts a thorough review, in which it considers all previously determined facts; allows the introduction of new information; considers and assesses sound medical evidence; and makes a decision that is not bound by the decisions or conclusions of Sanford Health Plan or determinations made in any prior appeal.
    - iii. completes their review and issues a written final decision for non-urgent appeals within forty-five (45) calendar days of the request. For clinically Urgent Care appeals, the review and decision will be made and orally communicated as expeditiously as the Member's medical condition or circumstances requires, but in no event more than seventy-two (72) hours after the date of receipt of the request for an expedited external review. Within forty-eight (48) hours after the date of providing the oral notification, the assigned independent review organization will provide written confirmation of the decision to the Member, or if applicable, the Member's Authorized Representative, and their treating Practitioner and/or Provider.
    - iv. has no material professional, familial or financial conflict of interest with Sanford Health Plan.
  - d. With the exception of exercising its rights as party to the appeal, Sanford Health Plan must not attempt to interfere with the Independent Review Organization's proceeding or appeal decision.
  - e. Sanford Health Plan will provide the Independent Review Organization with all relevant medical records as permitted by state law, supporting documentation used to render the decision pertaining to the Member's case (summary description of applicable issues including Sanford Health Plan's decision, criteria used and clinical reasons, utilization management criteria, communication from the Member to Sanford Health Plan regarding the appeal), and any new information related to the case that has become available since the internal appeal decision.
  - f. The Member is not required to bear costs of the Independent Review Organization's review, including any filing fees. However, Sanford Health Plan is not responsible for costs associated with an attorney, physician or other expert, or the costs of travel to an independent, External Review hearing.
  - g. The Member or his/her legal guardian may designate in writing a representative to act on his/her behalf. A Practitioner and/or Provider may not file an Appeal without explicit, written designation by the Member.
  - h. The Independent Review Organization's decision is final and binding to Sanford Health Plan and Sanford Health Plan implements the Independent Review Organization's decision within the timeframe specified by the Independent Review Organization. The decision is not binding to the Member, because the Member has legal rights to pursue further appeals in court if they are dissatisfied with the outcome. However, a Member may not file a subsequent request for external review involving the same Adverse Determination for which the Member has already received an external review decision.
4. Sanford Health Plan maintains and tracks data on each appeal case, including descriptions of the denied item(s), reasons for denial,

Independent, External Review organization decisions and reasons for decisions. Sanford Health Plan uses this information in tracking and evaluating its Medical Necessity decision-making process and improving the quality of its clinical decision making procedures. This information is reported to the Medical Management Quality Committee when a case is resolved for discussion and plan of care or action.

**NOTE:** All notifications and procedures described in this Section, in addition to those related to both Benefit and Medical Care Determinations in Section 2, will comply with applicable law. Should a conflict exist between Plan procedures and federal regulations, federal regulations shall control.

A complete description of your Complaint (Grievance) and Appeal Rights and the Appeal process will be included in determination responses and decisions made by Sanford Health Plan. Additionally, an overview of your Complaint (Grievance) and Appeal Rights, along with an *Appeal Filing Form*, is included in all Explanation of Benefits (EOBs) generated by Sanford Health Plan.

## Expedited External Review Requests

- A Member or the Member's Authorized Representative may request an expedited external review of an Adverse Determination if the Adverse Determination involves an Urgent Care requests for Prospective (pre-service) or Concurrent Review request for which
    - a. the timeframe for completion of a standard internal review would seriously jeopardize the life or health of the Member; or would jeopardize the Member's ability to regain maximum function; or
    - b. in the case of a request for Experimental or Investigational Services, the treating Provider certifies, in writing, that the requested Health Care Services or treatment would be significantly less effective if not promptly initiated.
- The Member has the right to contact the North Dakota Insurance Commissioner for assistance at any time at:  
North Dakota Insurance Department                      Email: [insurance@nd.gov](mailto:insurance@nd.gov)  
600 E. Boulevard Ave.                                      Consumer hotline: (800) 247-0560 (toll-free)  
Bismarck, ND 58505-0320                                  TTY: (800) 366-6888 (toll-free)
- An expedited external review is not provided for Retrospective Adverse Determinations.
- Immediately upon receipt of the request from the Member or the Member's Representative, the NDID shall determine whether the request is eligible for Expedited External Review. If the request is ineligible for an Expedited External Review as described in (1) above, the NDID will give notification to the Member or the Member's Representative that they may appeal to the state insurance department.
- Upon determination that the Expedited External Review request meets the reviewability requirements, the NDID shall assign a contracted, independent review organization to conduct the expedited external review. The assigned independent review organization is not bound by any decisions or conclusions reached during Sanford Health Plan's utilization review or internal appeal process.
- Sanford Health Plan will send all necessary documents and information considered in making the Adverse Determination to the assigned independent review organization electronically, by telephone, or facsimile or any other available expeditious method.
- The independent review organization will make a decision to uphold or reverse the adverse determination and provide oral notification to the Member, and, if applicable, the Member's Authorized Representative, and the treating Practitioners and/or Providers as expeditiously as the Member's medical condition or circumstances requires but in no event more than seventy-two (72) hours after the date of receipt of the request for an expedited external review. The Member and those Practitioners and/or Providers involved in the appeal will receive written notification within forty-eight (48) hours of the oral notification.
- At the same time a Member, or the Member's Authorized Representative, files a request for an internal Expedited Review of an Appeal involving an Adverse Determination, the Member, or the Member's Authorized Representative, may also file a request for an external Expedited External Review if the Member has a medical condition where the timeframe for completion of an expedited review would seriously jeopardize the life or health of the Member or would jeopardize their ability to regain maximum function; or if the requested health care service or treatment is an Experimental or Investigational Service and the Member's treating Practitioner and/or Provider certifies in writing that the recommended or requested health care service or treatment that is the subject of the Adverse Determination would be significantly less effective if not promptly initiated.
- Upon Sanford Health Plan's receipt of the independent review organization's decision to reverse the Adverse Determination, Sanford Health Plan shall immediately approve the coverage that was the subject of the Adverse Determination.

## Section 11 Definitions of terms we use in this Certificate of Coverage

<b>Adverse Determination</b>	<p>Any of the following determinations:</p> <ul style="list-style-type: none"> <li>a. The denial, reduction, termination, or failure to provide or make payment in whole or in part, for a benefit based on a determination of a Member's eligibility to participate in the coverage;</li> <li>b. Any prospective review or retrospective Utilization Review determination that denies, reduces, terminates, or fails to provide or make payment, in whole or in part, for a benefit; or</li> <li>c. A rescission of coverage determination.</li> </ul>
<b>Affordable Care Act or ACA</b>	The Patient Protection and Affordable Care Act, Public Law 111-148, as amended by the Healthcare and Education Reconciliation Act, Public Law 111-152, collectively referred to as the Affordable Care Act or ACA.
<b>Ambulatory Surgical Center</b>	<p>A lawfully operated, public or private establishment that:</p> <ul style="list-style-type: none"> <li>a. Has an organized staff of Practitioners;</li> <li>b. Has permanent facilities that are equipped and operated mostly for performing surgery;</li> <li>c. Has continuous Practitioner services and Nursing Services when a patient is in the Facility; and</li> <li>d. Does not have services for an overnight stay.</li> </ul>
<b>Approved Clinical Trial</b>	<p>A phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition and is one of the following:</p> <ul style="list-style-type: none"> <li>a. A federally funded or approved trial;</li> <li>b. A clinical trial conducted under an FDA investigational new drug application; or</li> <li>c. A drug trial that is exempt from the requirement of an FDA investigational new drug application.</li> </ul>
<b>Authorized Representative</b>	A person to whom a covered person has given express written consent to represent the Member, a person authorized by law to provide substituted consent for a Member, a family member of the Member or the Member's treating health care professional if the Member is unable to provide consent, or a health care professional if Sanford Health Plan requires that a request for a benefit be initiated by the health care professional. For any Urgent Care Request, the term includes a health care professional with knowledge of the Member's medical condition.
<b>Avoidable Hospital Conditions</b>	Conditions that could reasonably have been prevented through application of evidence-based guidelines. These conditions are not present on admission, but present during the course of the stay. Participating Providers are not permitted to bill Sanford Health Plan or Members for services related to Avoidable Hospital Conditions.
<b>Calendar Year</b>	A period of one year which starts on January 1 <sup>st</sup> and ends December 31 <sup>st</sup> .
<b>Case Management</b>	A coordinated set of activities conducted for individual patient management of chronic, serious, complicated, protracted, or other health conditions.
<b>Certification</b>	Certification is a determination by Sanford Health Plan that a prior request for a benefit has been reviewed and, based on the information provided, satisfies Sanford Health Plan's requirements for Medical Necessity, appropriateness, health care setting, level of care, and effectiveness.

<b>Coinsurance</b>	The percentage of charges to be paid by a Member for Covered Services after the Deductible has been met.
<b>Concurrent Review</b>	Concurrent Review is Utilization Review for an extension of previously approved, ongoing course of treatment over a period of time or number of treatments typically associated with Hospital inpatient care including care received at a Residential Treatment Facility and ongoing outpatient services, including ongoing ambulatory care.
<b>[This] Contract or [The] Contract</b>	The contract between Sanford Health Plan and the Group including this Certificate of Coverage, (including all attachments, amendments and addenda), the Group's application, the applications of the Subscribers and the Health Maintenance Contract.
<b>Copay</b>	An amount that a Member must pay in order to receive a Covered Service that is not fully pre-paid.
<b>Cost Sharing</b>	An amount the Member must pay for Covered Services. Cost Sharing can be in the form of Coinsurance or Deductible.
<b>Covered Services</b>	Those Health Care Services for which a Member is entitled to benefits under the terms of this Contract.
<b>Creditable Coverage</b>	<p>Benefits or coverage provided under:</p> <ol style="list-style-type: none"> <li>A group health benefit plan (as such term is defined under North Dakota law);</li> <li>A health benefit plan (as such term is defined under North Dakota law);</li> <li>Medicare;</li> <li>Medicaid;</li> <li>Civilian health and medical program for uniformed services;</li> <li>A health plan offered under 5 U.S.C. 89;</li> <li>A medical care program of the Indian Health Service or of a tribal organization;</li> <li>A state health benefits risk pool, including coverage issued under N.D.C.C. Chapter 26.1-08;</li> <li>A public health plan as defined in federal regulations, including a plan maintained by a state government, the United States government, or a foreign government;</li> <li>A health benefit plan under section 5(e) of the Peace Corps Act [Pub. L. 87-293; 75 Stat. 612; 22 U.S.C. 2504(e)]; and</li> <li>A state's children's health insurance program funded through Title XXI of the federal Social Security Act [42 U.S.C. 1397aa et seq.].</li> </ol>
<b>Deductible</b>	The amount that a Member must pay each Calendar Year before Sanford Health Plan begins to pay the costs or provide benefits for Covered Services.
<b>Dependent</b>	The Spouse and any Dependent Child.
<b>Dependent Child(ren)</b>	<p>To be eligible for coverage, a dependent child must satisfy both (1) and (2) below :</p> <ol style="list-style-type: none"> <li>Be your natural child, a child placed with you for adoption, a legally adopted child, a child for whom you have legal guardianship, a stepchild, or foster child.</li> <li>Be one of the following: <ol style="list-style-type: none"> <li>under age twenty-six (26); or</li> <li>incapable of self-sustaining employment and dependent on his or her parents or other care providers for lifetime care and supervision because of a disabling condition that was present before the child was age twenty-six (26). If Sanford Health Plan so requests, the Subscriber must provide proof of the child's disability within <i>thirty-one (31)</i> days of Sanford Health Plan's request.</li> </ol> </li> </ol>



<b>Dependent of Dependent</b>	<p>To be eligible for coverage, a Dependent of Dependent child must:</p> <p>Be the subscriber's grandchild or the grandchild of the Subscriber's living, covered Spouse if (1) the parent of the grandchild is a Member and (2) both the parent of the grandchild and the grandchild are primarily dependent on the Subscriber for financial support. The term grandchild means any of the following:</p> <ul style="list-style-type: none"> <li>a. natural child of a Dependent Child;</li> <li>b. child placed with a Dependent Child for adoption;</li> <li>c. child legally adopted by a Dependent Child;</li> <li>d. child for whom a Dependent Child has legal guardianship;</li> <li>e. stepchild of a Dependent Child; or</li> <li>f. foster child of a Dependent Child.</li> </ul>
<b>Domiciliary Care</b>	Domiciliary Care consists of a protected situation in a community or Facility, which includes room, board, and personal services for individuals who cannot live independently yet do not require a 24-hour Facility or nursing care.
<b>Eligible Dependent</b>	Any Dependent who meets the specific eligibility requirements of the Group's health benefit plan.
<b>Eligible Group Member</b>	Any Group Member who meets the specific eligibility requirements of the Group's health benefit plan.
<b>Emergency Medical Condition</b>	An Emergency Medical Condition is the sudden and unexpected onset of a health condition that would lead a prudent layperson acting reasonably and possessing the average knowledge of health and medicine to believe that the absence of that requires immediate medical attention, if failure to provide medical attention would or could result in serious impairment to bodily functions or serious dysfunction of a bodily organ or part or would place the person's health, or with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy.
<b>ESRD</b>	The federal End Stage Renal Disease program.
<b>Expedited Appeal</b>	An expedited review involving Urgent Care Requests for Adverse Determinations of Prospective (Pre-service) or Concurrent Reviews must be utilized if the Member, or Practitioner and/or Provider acting on behalf of the Member, believes that an expedited determination is warranted.
<b>Experimental or Investigational Services</b>	<p>Health Care Services where the Health Care Service in question either:</p> <ul style="list-style-type: none"> <li>a. is not recognized in accordance with generally accepted medical standards as being safe and effective for treatment of the condition in question, regardless of whether the service is authorized by law or used in testing or other studies; or</li> <li>b. requires approval by any governmental authority and such approval has not been granted prior to the service being rendered.</li> </ul>
<b>Extension of Benefits</b>	The continuation of coverage of a particular benefit provided under a group or individual contract following termination with respect to a Member who is totally disabled on the date of termination.
<b>Facility</b>	An institution providing Health Care Services or a health care setting, including Hospitals and other licensed inpatient centers, ambulatory surgical or treatment centers, Skilled Nursing Facilities, Residential Treatment Facilities, diagnostic, laboratory, and imaging centers, and rehabilitation, and other therapeutic health settings.

<b>Formulary</b>	A list of covered prescription drugs, both generic and brand name, maintained by Sanford Health Plan and applicable to this Certificate of Coverage.
<b>[The] Group</b>	The entity that sponsors this health maintenance agreement under which the Group Member is eligible and applied for this Contract.
<b>Group Contract</b>	A contract for Health Care Services, which by its terms limits eligibility to enrollees of a specified group. The Group Contract may include coverage for Dependents.
<b>Group Member</b>	Any employee, sole proprietor, partner, director, officer or Member of the Group.
<b>Health Care Services</b>	Services for the diagnosis, prevention, treatment, cure, or relief of a health condition, illness, injury or disease. Health Care Services may include medical evaluations, diagnosis, treatment procedures, drug therapies, and supplies.
<b>Hospital</b>	A short-term, acute care, duly licensed institution that is primarily engaged in providing inpatient diagnostic and therapeutic services for the diagnosis, treatment, and care of injured and sick persons by or under the supervision of Physicians. It has organized departments of medicine and/or major surgery and provides 24-hour nursing service by or under the supervision of registered nurses. The term “Hospital” specifically excludes rest homes, places that are primarily for the care of convalescents, nursing homes, skilled nursing facilities, Residential Care Facilities, custodial care homes, intermediate care facilities, health resorts, clinics, Physician’s offices, private homes, Ambulatory Surgical Centers, residential or transitional living centers, or similar facilities.
<b>Hospitalization</b>	A stay as an inpatient in a Hospital. Each “day” of Hospitalization includes an overnight stay for which a charge is customarily made. Benefits may not be restricted in a way that is based upon the number of hours that the Member stays in the Hospital.
<b>Iatrogenic Condition</b>	Illness or injury because of mistakes made in medical treatment, such as surgical mistakes, prescribing or dispensing the wrong medication or poor hand writing resulting in a treatment error.
<b>In-Network Benefit Level</b>	The upper level of benefits provided by Sanford Health Plan, as defined in the Summary of Benefits and Coverage, when a Member seeks services from a Participating Practitioner and/or Provider designated by Sanford Health Plan, in its sole discretion, as part of this Certificate of Coverage’s defined network.
<b>In-Network Coverage</b>	<p>Covered Services that are received either:</p> <ol style="list-style-type: none"> <li>1. from an In-Network Participating Practitioner and/or Provider within the Service Area;</li> <li>2. from a Participating Provider outside of the Service Area if an In-Network Participating Practitioner and/or Provider has recommended the referral, <u>and</u> <ol style="list-style-type: none"> <li>a. Sanford Health Plan has authorized the referral to a Participating Provider outside of the Service Area, or</li> <li>b. Sanford Health Plan has authorized the referral from an In-Network Participating Practitioner and/or Provider to a Non-Participating or an Out-of-Network Provider; or</li> </ol> </li> <li>3. when experiencing an Emergency Medical Condition or in an Urgent Care Situation; or</li> <li>4. when the Member does not have appropriate access to an In-Network Participating Practitioner and/or Provider.</li> </ol>

<b>In-Network Facility</b>	A Facility (as defined above) considered “In-Network” by the terms of this Certificate of Coverage.
<b>In-Network Pharmacy</b>	A Pharmacy considered “In-Network” by the terms of this Certificate of Coverage.
<b>In-Network Participating Practitioner and/or Provider</b>	A Participating Practitioner and/or Provider that is considered “In-Network” by the terms of this Certificate of Coverage.
<b>Intensive Outpatient Program (IOP)</b>	Provides mental health and/or substance use disorder outpatient treatment services during which a Member remains in the program a minimum of three (3) continuous hours per day and does not remain in the program overnight. Programs may be available in the evenings or weekends.
<b>Intermediate Care</b>	Intermediate Care means care in a Facility, corporation or association licensed or regulated by the State for the accommodation of persons, who, because of incapacitating infirmities, require minimum but continuous care but are not in need of continuous medical or nursing services. The term also includes facilities for the nonresident care of elderly individuals and others who are able to live independently but who require care during the day.
<b>Maintenance Care</b>	Treatment provided to a Member whose condition/progress has ceased improvement; or could reasonably be expected to be managed without the skills of a Practitioner and/or Provider.
<b>Maximum Allowed Amount</b>	The amount established by Sanford Health Plan using various methodologies for Covered Services and supplies. Sanford Health Plan’s Maximum Allowed amount is the lesser of: <ul style="list-style-type: none"> <li>(a) the amount charged for a covered service or supply; or</li> <li>(b) inside Sanford Health Plan’s service area, negotiated schedules of payment developed by Sanford Health Plan which are accepted by Participating Practitioners and/or Providers, or</li> <li>(c) outside of Sanford Health Plan’s service area, using current publicly available data adjusted for geographical differences where applicable: <ul style="list-style-type: none"> <li>i. Fees typically reimbursed to providers for same or similar professionals; or</li> <li>ii. Costs for facilities providing the same or similar services, plus a margin factor.</li> </ul> </li> </ul>
<b>Medically Necessary or Medical Necessity</b>	Health Care Services that are appropriate and necessary as determined by any Participating Provider, in terms or type, frequency, level, setting, and duration, according to the Member’s diagnosis or condition, and diagnostic testing and Preventive services. Medically Necessary care must be consistent with generally accepted standards of medical practice as recognized by Sanford Health Plan, as determined by health care Practitioner and/or Providers in the same or similar general specialty as typically manages the condition, procedure, or treatment at issue; <u>and</u> <ul style="list-style-type: none"> <li>a. help restore or maintain the Members health; or</li> <li>b. prevent deterioration of the Member’s condition; or</li> <li>c. prevent the reasonably likely onset of a health problem or detect an incipient problem; or</li> <li>d. not considered an Experimental or Investigative Service</li> </ul>
<b>Member</b>	Any individual who is enrolled in the Plan.
<b>Mental Health and Substance Use Disorder Services</b>	Health Care Services for disorders specified in the Diagnostic and Statistical Manual of Mental Disorders (DSM), the American Society of Addiction Medicine Criteria (ASAM Criteria), and the International Classification of Diseases (ICD), current editions. Also referred to as behavioral health, psychiatric, chemical dependency, substance abuse, and/or addiction services.

<b>Natural Teeth</b>	Teeth, which are whole and without impairment or periodontal disease, and are not in need of the treatment provided for reasons other than dental injury.
<b>Never Event</b>	Errors in medical care that are clearly identifiable, preventable, and serious in their consequences for patients, and indicate a problem in the safety and credibility of a health care Facility. Participating Providers are not permitted to bill Sanford Health Plan or Members for services related to Never Events.
<b>Non-Covered Services</b>	Those Health Care Services to which a Member is not entitled and are not part of the benefits paid under the terms of this Contract.
<b>Non-Participating Provider</b>	A Practitioner and/or Provider who does not have a contractual relationship with Sanford Health Plan, directly or indirectly, and not approved by Sanford Health Plan to provide Health Care Services to Members with an expectation of receiving payment, other than Coinsurance, Copays, or Deductibles, from Sanford Health Plan.
<b>Nursing Services</b>	Health Care Services which are provided by a registered nurse (RN), licensed practical nurse (LPN), or other licensed nurse who is: (1) acting within the scope of that person's license, (2) authorized by a Provider, and (3) not a Member of the Member's immediate family.
<b>Open Enrollment or Open Enrollment Period</b>	A period of time at least once a year when Eligible Group Members may enroll themselves and their Dependents in coverage under the Contract.
<b>Out-of-Network Benefit Level</b>	The lower level of benefits provided by Sanford Health Plan, as defined in the Summary of Benefits and Coverage, when a Member seeks services from a Non-Participating Practitioner and/or Provider or a Participating Practitioner and/or Provider not designated in the network as defined by the terms of this Certificate of Coverage.
<b>Out-of-Network Coverage</b>	Covered Services that do not fit the definition of In-Network Coverage. Specifically, Out-of-Network Coverage means Covered Services that are received from any of the following: <ol style="list-style-type: none"> <li>1. A Non-Participating Provider when appropriate access to an In-Network Participating Practitioner and/or Provider is available;</li> <li>2. A Non-Participating Provider when an In-Network Participating Practitioner and/or Provider has not authorized the referral and Sanford Health Plan has not authorized the referral to the Non-Participating Provider; or</li> <li>3. A Participating Provider outside the Service Area when an In-Network Participating Practitioner and/or Provider has not recommended the referral and Sanford Health Plan has not authorized the referral to the Participating Provider outside the Service Area.</li> </ol>
<b>Out-of-Network Participating Practitioner and/or Provider</b>	A Participating Practitioner and/or Provider that is considered "Out-of-Network" by the terms of this Certificate of Coverage.
<b>Out-of-Pocket Maximum Amount</b>	The total Copay, Deductible and Coinsurance Amounts for certain Covered Services that are a Member's responsibility each calendar year. When the Out-of-Pocket Maximum Amount is met, Sanford Health Plan will pay 100% of the Maximum Allowed Amount for Covered Services. The Out-of-Pocket Maximum Amount resets on January 1 of each calendar year. Medical and prescription drug Copay amounts apply toward the Out-of-Pocket Maximum Amount.

<b>Participating Provider or Participating Pharmacy</b>	A Provider who, under a contract with Sanford Health Plan, or with its contractor or subcontractor, has agreed to provide Health Care Services to Members with an expectation of receiving payment, other than Coinsurance, Copays, or Deductibles, directly or indirectly, from Sanford Health Plan.
<b>Partial Hospitalization Program</b>	Also known as day treatment; A licensed or approved day or evening outpatient treatment program that includes the major diagnostic, medical, psychiatric and psychosocial rehabilitation treatment modalities designed for individuals with mental health and/or substance use disorders who require coordinated, intensive, comprehensive and multi-disciplinary treatment.
<b>Physician</b>	An individual licensed to practice medicine or osteopathy.
<b>[The] Plan</b>	The group health plan maintained by the Group.
<b>Plan Year</b>	A twelve (12) month period beginning on the effective date.
<b>Practitioner</b>	A professional who provides health care services. Practitioners are usually required to be licensed as required by law. Practitioners are also Physicians.
<b>Primary Care Physician (PCP)</b>	A Participating Provider who is an internist, family practice Physician, pediatrician, or obstetrician/gynecologist who is an In-Network Participating Practitioner and/or Provider and who has been chosen to be designated as a Primary Care Physician as indicated in the Provider Directory and may be responsible for providing, prescribing, directing, referring, and/or authorizing all care and treatment of a Member.
<b>Prospective (Pre-service) Review</b>	Means urgent and non-urgent Utilization Review conducted prior to an admission or the provision of a Health Care Service or a course of treatment.
<b>Provider</b>	An individual, institution or organization that provides services for Plan Members. Examples of Providers include but are not limited to Hospitals, Physicians and home health agencies.
<b>Prudent Layperson</b>	A person who is without medical training and who possess an average knowledge of health and medicine and who draws on his/her practical experience when making a decision regarding the need to seek medical treatment for an Emergency.
<b>Preventive</b>	Health Care Services that are medically accepted methods of prophylaxis or diagnosis which prevent disease or provide early diagnosis of illness and/or which are otherwise recognized by Sanford Health Plan.
<b>Qualifying Event</b>	A change in your life that can make you eligible for a Special Enrollment Period to enroll in health coverage. Examples of qualifying life events are moving to a new state, certain changes in your income, and changes in your family size (for example, if you marry, divorce, or have a baby) and gaining membership in a federally recognized tribe or status as an Alaska Native Claims Settlement Act (ANCSA) Corporation shareholder.

<b>Qualified Mental Health Professional</b>	A licensed physician who is a psychiatrist; a licensed clinical psychologist who is qualified for listing on the national register of health service providers in psychology; a licensed certified social worker who is board-certified in clinical social work; or a nurse who holds advanced licensure in psychiatric nursing
<b>Reduced Payment Level</b>	The lower level of Benefits provided by Sanford Health Plan, as identified in the attached Summary of Benefits and Coverage, when a Member seeks services without Certification or Prior-Authorization when Certification/Prior-Authorization is required.
<b>Residential Treatment Facility</b>	An inpatient mental health or substance use disorder treatment Facility that provides twenty-four (24) hour availability of qualified medical staff for psychiatric, substance abuse, and other therapeutic and clinically informed services to individuals whose immediate treatment needs require a structured twenty-four (24) hour residential setting that provides all required services on site. Services provided include, but are not limited to, multi-disciplinary evaluation, medication management, individual, family and group therapy, substance abuse education/counseling. Facilities must be under the direction of a board-eligible or certified psychiatrist, with appropriate staffing on-site at all times. If the Facility provides services to children and adolescents, it must be under the direction of a board-eligible or certified child psychiatrist or general psychiatrist with experience in the treatment of children. Hospital licensure is required if the treatment is Hospital-based. The treatment Facility must be licensed by the state in which it operates.
<b>Retrospective (Post-service) Review</b>	Means any review of a request for a benefit that is not a Prospective (Pre-service) Review request, which does not include the review of a claim that is limited to veracity of documentation, or accuracy of coding, or adjudication of payment. Retrospective (Post-service) Review will be utilized by Sanford Health Plan to review services that have already been utilized.
<b>Serious Reportable Event</b>	An event that results in a physical or mental impairment that substantially limits one or more major life activities of a Member or a loss of bodily function, if the impairment or loss lasts more than seven (7) days or is still present at the time of discharge from an inpatient health care Facility. Serious events also include loss of a body part and death. Participating Providers are not permitted to bill Members or Sanford Health Plan for services related to Serious Reportable Events.
<b>Service Area</b>	The geographic Service Area identified in this Certificate of Coverage.
<b>Service Charge or Premium</b>	The amount paid by the Group to Sanford Health Plan on a monthly basis for coverage for Members under this Contract.
<b>Skilled Nursing Facility</b>	A Facility that is operated pursuant to the presiding state law and is primarily engaged in providing room and board accommodations and skilled nursing care under the supervision of a duly licensed physician.
<b>Special Enrollment Period</b>	A time outside of the open enrollment period during which you and your family have a right to sign up for health coverage. In the Marketplace, you qualify for a special enrollment period 60 days following certain life events that involve a change in family status (for example, marriage or birth of a child) or loss of other health coverage. Job-based plans must provide a special enrollment period of 30 days.
<b>Spouse</b>	An individual who is a Subscriber's current Spouse.
<b>[This] State</b>	The State of North Dakota.

<b>Subscriber</b>	An Eligible Group Member who is enrolled in the Plan whose employment or other status (except family dependency) is the basis for eligibility for enrollment in the Plan. A Subscriber is also a Member.
<b>Urgent Care Request</b>	Means a request for a Health Care Service or course of treatment with respect to which the time periods for making a non-Urgent Care Request determination: 1. Could seriously jeopardize the life or health of the Member or the ability of the Member to regain maximum function, based on a Prudent Layperson's judgment; or 2. In the opinion of a Practitioner and/or Provider with knowledge of the Member's medical condition, would subject the Member to severe pain that cannot be adequately managed without the health care service or treatment that is the subject of the request.
<b>Urgent Care Situation</b>	An Urgent Care Situation is a degree of illness or injury, which is less severe than an Emergency Condition, but requires prompt medical attention within twenty-four (24) hours, such as stitches for a cut finger. Urgent care means a request for a health care service or course of treatment with respect to which the time periods for making a non-Urgent Care Request determination: a. Could seriously jeopardize the life or health of the Member or the ability of the Member to regain maximum function, based on a prudent layperson's judgment; or b. In the opinion of a Practitioner and/or Provider with knowledge of the Member's medical condition, would subject the Member to severe pain that cannot be adequately managed without the Health Care Service or treatment that is the subject of the request.
<b>Utilization Review</b>	A set of formal techniques used by Sanford Health Plan to monitor and evaluate the Medical Necessity, appropriateness, and efficiency of Health Care Services and procedures including techniques such as ambulatory review, Prospective (pre-service) Review, second opinion, Certification, Concurrent Review, Case Management, discharge planning, and retrospective (post-service) review.
<b>Us/We</b>	Refers to Sanford Health Plan
<b>You</b>	Refers to the Subscriber of Member, as applicable.

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## Attachment I. Summary of Benefits and Coverage

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This page is intentionally left blank. Your *Summary of Benefits and Coverage* is an attachment to this Certificate of Coverage



## **NOTICE OF PROTECTION PROVIDED BY THE NORTH DAKOTA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**

This notice provides a **brief summary** of the North Dakota Life and Health Insurance Guaranty Association (“the Association”) and the protection it provides for policyholders. This safety net was created under North Dakota law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with North Dakota law, with funding from assessments paid by other insurance companies.

The protections provided by the Association are based on contract obligations up to the following amounts:

- Life Insurance
  - \$300,000 in death benefits
  - \$100,000 in cash surrender or withdrawal values
- Health Insurance
  - \$500,000 in hospital, medical and surgical insurance benefits
  - \$300,000 in disability income insurance benefits
  - \$300,000 in long-term care insurance benefits
  - \$100,000 in other types of health insurance benefits
- Annuities
  - \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of type of coverage is \$300,000; however, may be up to \$500,000 with regard to hospital, medical and surgical insurance benefits.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. If coverage is available, it will be subject to substantial limitations. There are also various residency requirements and other limitations under North Dakota law. To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association’s website at [www.ndlifega.org](http://www.ndlifega.org) or contact:

North Dakota Life and Health Insurance  
Guaranty Association  
P.O. Box 2422  
Fargo, North Dakota 58108

North Dakota Insurance Department  
600 East Boulevard Avenue, Dept. 401  
Bismarck, ND 58505

### **COMPLAINTS AND COMPANY FINANCIAL INFORMATION**

A written complaint to allege a violation of any provision of the Life and Health Insurance Guaranty Association Act must be filed with the North Dakota Insurance Department, 600 East Boulevard Avenue, Dept. 401, Bismarck, North Dakota 58505; telephone (701) 328-2440. Financial information for an insurance company, if the information is not proprietary, is available at the same address and telephone number and on the Insurance Department website at [www.nd.gov/ndins](http://www.nd.gov/ndins).

**Insurance companies and agents are not allowed by North Dakota law to use the existence of the Association or its coverage to sell, solicit or induce you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and North Dakota law, then North Dakota law will control.**