

Minnesota

Small Group TRUE Certificate of Coverage

PLEASE NOTE: This Contract has no Out-of-Network coverage except when Urgent or Emergent Care is Medically Necessary. Please read this Certificate of Coverage carefully and pay close attention that you are receiving care from In-Network Participating Practitioner and/or Providers.

Help understanding this document is free.

If you would like this Certificate 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

SANFORD
HEALTH PLAN

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Help understanding this document is free.

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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.

Free Help in Other Languages

This Certificate of Coverage replaces any prior Certificate of Coverage 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 on-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.

Hmong

Tsab ntawv tshaj xo no muaj cov ntshiab lus tseem ceeb. Tsab ntawv tshaj xo no muaj cov ntshiab lus tseem ceeb txog koj daim ntawv thov kev pab los yog koj qhov kev pab cuam los ntawm Sanford Health Plan. Saib cov caij nyoog los yog tej hnuv tseem ceeb uas sau rau hauv daim ntawv no kom zoo. Tej zaum koj kuj yuav tau ua qee yam uas peb kom koj ua tsis pub dhau cov caij nyoog uas teev tseg rau hauv daim ntawv no mas koj thiab yuav tau txais kev pab cuam kho mob los yog kev pab them tej nqi kho mob ntawd. Koj muaj cai kom lawv muab cov ntshiab lus no uas tau muab sau ua koj hom lus pub dawb rau koj. Hu rau [insert number here].

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 bàn 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.

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]。

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.

Laotian

ການແຈ້ງການນີ້ມີຂໍ້ມູນສຳຄັນ. ການແຈ້ງການນີ້ມີຂໍ້ມູນທີ່ສຳຄັນກ່ຽວກັບການປະຕິບັດຕາມຂໍ້ຕົກລົງທີ່ທ່ານໄດ້ຮັບຈາກ Sanford Health Plan.

Notice of Privacy Practices

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 Physician 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:

1. **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.
2. **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 on our website at 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>)
www.sanfordhealthplan.com	(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 Minnesota 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/or 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/or 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 its best 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 coverage under the Contract 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 the organization's Member's rights and responsibilities policies.
15. Members have the right to receive information about the 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 Member 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 encouraged to seek care for an Emergency Medical Condition at an In-Network Participating Practitioner and/or Provider whenever possible. In the event an ambulance is used, state law requires that the ambulance transport you to the Hospital of your choice unless that transport puts you at serious risk. In a life threatening emergency, please direct the ambulance to the nearest emergency facility.
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 care 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 Group is responsible for notifying Sanford Health Plan.

Service Area

The Service Area for **SOUTH DAKOTA** and **NORTH DAKOTA** include all counties in each state.

The Service Area for **IOWA** includes the following counties: Clay, Dickinson, Emmet, Ida, Lyon, O'Brien, Osceola, Sioux, Plymouth, Woodbury

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

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

Medical Terminology

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

Definitions

Capitalized terms are defined in Section 11 of this Certificate.

Conformity with State and Federal Laws

Any provision in this Certificate not in conformity applicable Minnesota laws or rules may not be rendered invalid but must be construed and applied as if it were in full compliance with any applicable State and Federal regulations.

Important Member Information

The HMO coverage described in this Certificate may not cover all your health care expenses. Read this Policy carefully to determine which expenses are covered.

The laws of the State of Minnesota provide Members of an HMO certain legal rights, including the following:

1. **COVERED SERVICES.** Health Care Services received by a member will receive the maximum coverage available if provided by an In-Network Participating Practitioner and/or Provider, or authorized by Sanford Health Plan. This Contract fully defines what services are covered and described procedures you must follow to obtain coverage.
2. **PROVIDERS.** Enrolling in coverage does not guarantee services by a particular provider on the list of network providers. When a provider is no longer a Participating Provider, you must choose amount remaining In-Network Participating Practitioner and/or Providers.
3. **EMERGENCY SERVICES.** Emergency services from providers who are not Participating Providers will receive the maximum available coverage only if proper procedures are followed. Read this Certificate for the procedure, benefits and limitations associated with emergency care from the In-Network Participating Practitioner and/or Providers and Non-Participating Providers.
4. **EXCLUSIONS.** Certain service or medical supplies are not covered. Read this Certificate for a detailed explanation of all exclusions.
5. **CANCELLATION.** Your coverage may be cancelled by you or Sanford Health Plan only under certain conditions. Read this Certificate for the reasons for cancellation of coverage.
6. **NEWBORN COVERAGE.** A newborn infant is covered from birth. Sanford Health Plan will not automatically know of the newborn's birth or that you would like coverage with Sanford Health Plan. You should notify Sanford Health Plan of the newborn's birth and that you would like coverage. If your Contract requires an additional payment for each Dependent, Sanford Health Plan is entitled to all Service Charges due from the time of the infant's birth until the time you notify Sanford Health Plan of the birth. Sanford Health Plan may withhold payment of any health benefits for the newborn infant until any enrollment payment you owe is paid.
7. **PRESCRIPTION DRUGS AND MEDICAL EQUIPMENT.** Enrolling in coverage does neither guarantees that any particular prescription drug will be available nor that any particular piece of medical equipment will be available, even if the drug or equipment is available at the start of the Policy year.

Special Communication Needs

Please call Sanford Health 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.

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

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

Please contact Sanford Health 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 Sanford Health 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:

3. File accurate claims. If someone else files claims on your behalf, you should review the form before you sign it;
4. 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;
5. 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
6. 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 by Group or an agent of 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 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 Certificate, as well as any attachments or amendments appended hereto, or pursuant to applicable law, a suit for benefits under this Certificate 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 Policy. See Sections 2 and 10 of this Certificate 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.

Entirety of the Agreement

Please note that this Contract represents the entire agreement between the parties and that all statements made on behalf of the group to be insured shall, in the absence of fraud, be deemed representations and not warranties. No such statement shall be used in defense to a claim

under this Contract unless it is contained in the written application.

Sanford Health Plan will issue a master policy to the employer and these Certificates for delivery to Members. Please notify your employer if you would like to inspect the masterpolicy.

Section 1. Enrollment

Eligibility and When to Enroll

An individual must reside within the Minnesota Counties of Beltrami, Clay, Clearwater, Cottonwood, Hubbard, Jackson, Murray, Nobles, Pennington, Red Lake, or Rock to be an Eligible Group Member under this Certificate of Coverage. An Eligible Group Member must reside in one of the listed counties for the duration of their Plan Year for services to be covered.

It is the Subscriber's responsibility to inform their employer and Sanford Health Plan if they, or any Member covered under this Certificate of Coverage, move outside one of the specified counties so all Members can be moved to an eligible plan. Failure to inform your employer and Sanford Health Plan of a move could result in a denial or reduction of benefits.

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

- The applicable initial Enrollment Period, which 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 coverage under this Contract.

Under the group health plan sponsor's eligibility requirements, the period that must pass before the Group Member becomes eligible may not exceed ninety (90) days.

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 "special enrollment rights" apply, as described later in this Section.

How to Enroll

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

Eligible Group Member must:

1. Complete and sign the enrollment application form, requesting coverage for the Eligible 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 Eligible 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 Eligible Group Member.

Notice of Non-Discrimination Due to Health Status

Sanford Health 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. Sanford Health Plan does not adjust premiums based on genetic information or use genetic information for underwriting purposes.

When Coverage Begins

Coverage generally becomes effective on the first day of the month that follows the date that Sanford Health Plan receives from the Group, the Eligible 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 (30) days from the date that all coverage requirements are met.

If an extension under any prior coverage exists on the date coverage is effective under this Certificate of Coverage, Sanford Health Plan coordinates benefits.

Eligibility Requirements for Dependents

All Dependents must reside within the Minnesota Counties of Beltrami, Clay, Clearwater, Cottonwood, Hubbard, Jackson, Murray, Nobles, Pennington, Red Lake, or Rock to be eligible for coverage under this Certificate of Coverage. An Eligible Dependent must reside in one of the listed counties for the duration of their Plan Year for services to be covered.

It is the Subscriber responsibility to inform their Employer and Sanford Health Plan if any Dependent or Member moves outside one of these counties so the Member and their Dependents can be moved to an eligible plan. Failure to inform the Subscriber's Employer and Sanford Health Plan of a move could result in a denial or reduction of benefits.

The following Dependents are eligible for coverage ("Dependent coverage"):

- **Spouse** - A Spouse is eligible for coverage, subject to the limitations set forth below.
- **Dependent Child:** under the age of twenty-six (26) is always eligible for coverage.
- **Disabled Dependent** - To be eligible for coverage, a disabled Dependent must meet all the following requirements:
 1. be incapable of self-sustaining employment by reason of developmental disability, mental illness or disorder, or physical disability; and
 2. chiefly dependent upon the Member for support and maintenance, provided proof of such incapacity and dependency is furnished to Sanford Health Plan by the Member within thirty-one (31) days of the attainment of the limiting age and subsequently as may be required by Sanford Health Plan but not more frequently than annually after the two-year period following the attainment of the limiting age.

Dependent coverage does not include the Spouse of a Dependent Child. Coverage will continue to the end of the month in which the Dependent Child reaches the limiting age. Coverage does not include the Dependent Child's spouse or the child of a Dependent Child (grandchild) unless that grandchild meets other coverage criteria established under state law. Until the Dependent Child attains the age of twenty-six (26), the Dependent Child's marital status, financial dependency, 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 "*Coverage from Birth*" and "*Adoption or Children Placed for Adoption*" below. There is also an exception for Spouses; see "*New Spouses and Dependent Children*" below.

How to Enroll Dependents

A Subscriber must:

1. Complete 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.

2. Delayed Effective Date of Dependent Coverage

Except for newborns (see "*Coverage from Birth*" 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, Sanford Health Plan shall coordinate benefits. See Section 6 for details.

3. Coverage from Birth

If a Subscriber has a child through birth, the child will become a covered Dependent from the date of birth. Sanford Health Plan will not automatically know of the newborn's birth or that you would like add coverage under this Plan. You must notify Sanford Health Plan of the newborn's birth and that you would like coverage within thirty-one (31) days from the date of birth. If your benefit plan requires an additional payment for each Dependent, Sanford Health Plan is entitled to all Service Charge payments due from the time of the infant's birth until the time you notify Sanford Health Plan of the birth. Sanford Health Plan may withhold payment of any health benefits for the newborn infant until the required Service Charge payments you owe are paid.

An Eligible Group Member, and any other Dependents, who failed to enroll during a previous enrollment period, shall be covered under this Contract from the newborn's date of birth, provided coverage is applied for within thirty-one (31) days of the newborn's birth. If your benefit plan requires an additional payment for each Dependent, Sanford Health Plan is entitled to all Service Charge payments due from the date of the newborn's birth until the date you notify Sanford Health Plan of the birth. Sanford Health Plan may withhold payment of any health benefits until all required Service Charge payments you owe are paid.

Dependent coverage is available for the Spouse, if the Spouse is otherwise eligible for coverage, provided coverage is applied for the Spouse and, if applicable, the Group Member, within thirty-one (31) days from the newborn's date of birth. If your benefit plan requires an additional payment for each Dependent, Sanford Health Plan is entitled to all Service Charge payments due from the date of the newborn's birth until the date you notify Sanford Health Plan of the birth. Sanford Health Plan may withhold payment of any health benefits until all required Service Charge payments you owe are paid.

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 from the date of adoption or beginning of the six (6) month adoption bonding period, as noted in the legal adoption papers. You should notify Sanford Health Plan of the newborn's birth and that you would like coverage within thirty-one (31) days from the date of adoption or the beginning of the six (6) month adoption bonding period. If your benefit plan requires an additional payment for each Dependent, Sanford Health Plan is entitled to all Service Charge payments due from the time of the infant's birth until the time you notify Sanford Health Plan of the birth. Sanford Health Plan may withhold payment of any health benefits for the newborn infant until the required Service Charge payments you owe are paid.

An Eligible Group Member, and any other Dependents, eligible for coverage under this Contract, but failed to enroll during a previous enrollment period, shall be covered from the date of adoption or the beginning of the six (6) month adoption bonding period, as noted in the legal adoption papers, provided that coverage is applied for within thirty-one (31) days of the date of adoption or the beginning of the six (6) month adoption bonding period and the required Service Charge payments are paid.

Dependent coverage is available for the Spouse, if the Spouse is otherwise eligible for Group coverage under the Plan, provided coverage is applied for the Spouse and, if applicable, the Group Member, within thirty-one (31) days of the date of adoption or the beginning of the six (6) month adoption bonding period and the required Service Charge payments are paid.

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 Dependent Children of the Spouse, 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 coverage is applied for the Spouse and/or Dependent(s) within thirty-one (31) days of the date of marriage and the required Service Charge payments are paid.

If an Eligible Group Member who is eligible for coverage under this Contract, but failed to enroll during a previous enrollment period, gets married, the Eligible Group Member and his or her Spouse and any Dependent Children of the Spouse, who become Eligible Dependents of the 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 Health Plan 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.

Qualified Medical Child Support Order (QMCSO) Provision

A QMCSO is an order that creates the right of a Subscriber's Dependent Child to be enrolled in coverage under this Contract. If a QMCSO is issued, Sanford Health Plan will provide benefits to the 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 Sanford Health Plan 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, whether or not it is a QMCSO. A QMCSO must contain the following information:

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

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, checks, 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* Section above, need not be satisfied, but the Subscriber must still request enrollment on behalf of the Dependent Child as set forth in this Certificate. If the Subscriber fails to enroll the Dependent Child, the other parent 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(ren) currently receive(s) 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;
 - c) and 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 Minimum Essential Coverage due to failure to make premium payment and/or allowable rescissions of coverage does not qualify for special enrollment*

*** Voluntarily terminating/dropping COBRA coverage before it runs out outside Open Enrollment, does not qualify for a special enrollment period. COBRA coverage must be exhausted (usually eighteen (18) or thirty-six (36) months) or another qualifying life event must occur before eligible for special enrollment.*

Requests for Special Enrollment must be received by the 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 (CHIPRA) 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 plan under CHIPRA Special Enrollment Rights, contact the U.S. Department of Labor at www.askebsa.dol.gov or call (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 **(877) KIDS NOW** or **www.insurekidsnow.gov** to find out how to apply.

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 may be responsible for payment of the claim after the In-Network Participating Practitioner and/or 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.

Conditions for Coverage

Members are entitled to coverage for the Health Care Services (listed in Section 3, “Covered Services”) 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;
 - a. However, this specific requirement does not apply to Emergency Conditions or Urgent Care Situations in and out of the Service Area. In such cases, services will be covered, even if they are provided by a Non-Participating or Out-of-Network Providers.
 - b. If during an Emergency or 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 is encouraged to direct the ambulance to the nearest In-Network Participating Practitioner and/or Provider. In a life threatening emergency, the Member should direct the ambulance to the nearest emergency facility.
3. Approved by Sanford Health Plan, including pre-approval (Certification) where required; and
4. Within the scope of health care benefits covered by the Contract.

NOTE: Members are not required, but strongly encouraged, to select a Primary Care Practitioner and use that Practitioner to coordinate their Health Care Services.

Members must reside within the Minnesota Counties of Pennington, Beltrami, Nobles, Jackson, Red Lake, Clearwater, Hubbard, Murray, Cottonwood, Rock, or Clay as a precondition for coverage under this Certificate of Coverage. It is the Member's responsibility to inform their employer and Sanford Health Plan of any move to a residence outside one of these counties so the member can be moved to an eligible plan. Failure to inform the Member's employer and Sanford Health Plan of a move could result in a denial or reduction of benefits.

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 amount(s), as stated in your Summary of Benefits and Coverage (SBC).

In-Network Coverage

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

1. In-Network Coverage; and
2. Out-of-Network Coverage.

NOTE: This Certificate of Coverage does not cover most Out-of-Network services. *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; or
2. from a Participating Practitioner and/or Provider if an In-Network Participating Provider and/or Provider has recommended the referral and Sanford Health Plan has authorized the referral to a Participating Practitioner and/or Provider ;or
3. when experiencing an Emergency Medical Condition or in an Urgent Care Situation; or
4. from a Non-Participating Practitioner and/or Provider when the Member does not have appropriate access to an In-Network Participating Practitioner and/or Provider and Sanford Health Plan has authorized the service.

For Appropriate Access standards, see below.

The following Health Care Services may be accessed through In-Network or Out-of-Network providers and are covered at the In-Network coverage level:

1. the voluntary planning of the conception and bearing of children;
2. the diagnosis of infertility;
3. the testing and treatment of a sexually transmitted disease; and
4. the testing for AIDS or other HIV-related conditions.

NOTE: Coverage is not provided for elective health care services if you travel out of the Service Area for the purpose of seeking medical treatment outside the Service Area as defined in this Certificate. 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 benefits will not be covered. You will be responsible for 100% of your costs.

Ancillary Health Care Services

Under Minnesota Law, Members have rights when services are received from Non-Participating Providers at In-Network hospitals and facilities. Health Care Services received from a Non-Participating Provider that are ancillary to a Covered Service being provided by In-Network Participating Practitioner and/or Provider, such as anesthesiology or radiology, are covered subject to In-Network Cost Sharing if rendered in an In-Network hospital or facility. Unless Members give advanced, written consent to use the Non-Participating Provider, the Member cannot be held liable for Non-Participating Providers charges and will only be responsible for In-Network Cost Sharing and Deductibles. 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. If a Member did not provide written consent and receives a bill from a Non-Participating Provider while using an In-Network hospital or facility, the Member should submit the bill to Sanford Health Plan for processing. If you have questions or concerns, please contact Customer Service.

Second Opinions

If you question a decision about medical care, we cover a second opinion from a health care professional qualified in diagnosis and treatment of your condition(s). We encourage you to use a Sanford Health Plan In-Network Participating Practitioner and/or Provider.

Referrals

There is no referral requirement for services delivered by Sanford Health Plan In-Network Participating Practitioner and/or Provider.

Appropriate Access

Primary Care Physicians and Hospital Providers

Appropriate access for In-Network Participating Practitioner and/or Providers for Primary Care Services, Mental Health and Substance Use Disorder Treatment, and Hospital is within thirty (30) miles of a Member's city of legal residence.

Specialty Practitioners and Providers

For other types of In-Network Participating Practitioner and/or Providers such as Specialty Physicians, Diagnostic Service Centers, Nursing Homes, Rehabilitation Providers, appropriate access is within sixty (60) 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 Providers as indicated on the *Member Welcome Letter* attached to 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 Participating Providers. If a Member chooses to go to a Non-Participating or Out-of-Network Practitioner or Provider when appropriate access is available (within thirty (30) or sixty (60) miles, depending on practitioner/provider type), 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 Customer Service reviews all non-medical benefit determinations through review of Certificate of Coverage language, contractual terms, administrative policies related to benefits as defined by this Certificate, and benefits requests. 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 8:00 a.m. and 5:00 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 ten (10) calendar 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. Additionally, supplying related documentation, changes/corrections to coding or requesting reimbursement from the Plan are not considered post-service benefit requests. 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 business hours of 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, by calling Sanford Health Plan toll-free at (800) 805-7938. 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 can also fax Sanford Health Plan at (605) 328-6813.

NOTE: ATTY/TDD line is also available toll-free at (877) 652-1844 (*toll-free*) for Members who are deaf, hard of hearing, or speech-impaired. Sanford Health Plan offers free interpreter services in order to coordinate communication with Sanford Health Plan. See *Translation Services* in the Introduction Section of this Certificate.

The date of receipt for Standard requests received outside of normal business hours will be the next business day. The date of receipt for Expedited requests will be the actual date of receipt, whether or not it was received during normal business hours. Any communications received after midnight (12:00 a.m.) on Monday – Friday will be responded to on the same business day.

All Utilization Review Adverse Determinations will be made by the Sanford Health Plan Chief Medical Officer or same or similar specialty Practitioner (i.e., chiropractor, psychiatrist, dentist, etc.) All benefit Adverse Determinations will be made by a person assigned to coordinate the Benefit Denial and Appeal process.

Covered services and supplies are based on established medical policies. These policies are subject to periodic review and modification by the Chief Medical Officer. These medical policies are available by calling Utilization Management, or by logging into your account at www.sanfordhealthplan.com/memberlogin and sending a confidential message to Sanford Health Plan.

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 the Out-of-Network Benefit Level and you will be responsible for all costs..

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. Check your plan document(s) to ensure you have coverage for the requested service.

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.

Services that Require Pre-Approval (Preauthorization/Certification)	
<u>Service</u>	<u>For more information, reference Section:</u>
Admissions Inpatient (medical, surgical, or mental health/substance abuse), inpatient rehabilitation, long term acute care, residential treatment, skill nursing facility, swing bed facility, and rehabilitation center admissions. NOTE: Admission before the day of non-emergency surgery will not be approved 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.	3(a), 3(b), 3(d)
Non-Emergency Ambulance Services (air or ground)	3(c)
All Clinical Trials	3(c)
Durable Medical Equipment (DME) Includes but not limited to: Airway clearance device, communication device, c 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)
Home Health and Home IV Therapy Services	3(a), 3 (b)
Implants and Stimulators 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)
Oncology Services and Treatment All chemotherapy and radiation therapy as part of an oncology treatment plan.	3(a)
Select Outpatient Services and Treatments Includes but is not limited to: Alopecia treatment, brachytherapy, chelation therapy, dental anesthesia, genetic testing, home sleep study, 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)
Outpatient Surgery 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)
Transplant Services Includes transplant evaluation and all transplants services including artificial pancreas	3(b)
Referrals to Non-Participating Providers by an In-Network Participating Practitioner and/or Provider Referrals to Non-Participating Practitioners and/or Providers or Out-of-Network Participating Practitioners and/or Providers, which are recommended by In-Network Participating Practitioners and/or Providers. Certification is required for the purposes of receiving In-Network coverage. If Certification is not obtained for referrals to Non-Participating Practitioners and/or Providers or Out-of-Network Participating Practitioners and/or Providers, the services will be covered at the Out-of-Network level and the Member is responsible for all costs.	

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, 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. Please visit <https://www.sanfordhealthplan.org/members/pharmacy-information> for more information about your pharmacy coverage.

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
- 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/Practitioner's office at least three (3) business days prior to the scheduled admission or requested service. 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:

- a. Member medical information including:
 - i. diagnosis;
 - ii. medical history;
 - 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; and
- d. For admissions to Facilities other than acute general 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;
 - iv. staff qualifications; and
 - 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 may result in coverage at the Reduced Payment Level. However, information provided by the Practitioner and/or Provider's office also satisfies this requirement.

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 ten (10) business 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 571103
- 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 forty-eight (48) hour extension, the request will be denied.
- Ten (10) business 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 (45) 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 seventy-two hours after the decision is made for expedited (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 ten (10) business days after receipt of the request. The Plan will also provide electronic or written notification of the decision within one working day after making the determination.

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 in Section 10 as the denied claim serves as the initial adverse determination.

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

Concurrent Review is Utilization Review conducted during a Member's Hospital stay or course of treatment in a Facility or other inpatient or outpatient health care setting. It is utilized when determining whether a request for an extension of an approved ongoing course of treatment for medical care, including care for behavioral, mental health, and/or substance use disorders, over a period of time or number of treatments, is warranted. Additional stay days must meet the continued stay review criteria and, if acute level of care criteria is not met, a decision to authorize further treatment must be made at that time.

Authorization (Certification) of inpatient stays will terminate on the date the Member is to be discharged from the Hospital/Facility (as ordered by the attending Practitioner). Hospital/Facility days accumulated beyond ordered discharge date will not be authorized unless the continued stay criterion continues to be met. Charges by Providers associated with these non-authorized days will be considered non-covered.

Sanford Health Plan will continue treatment without liability to the Member until it notifies the Member of the decision, unless the treatment was not initially approved or authorized. Any reduction or termination by us during the course of treatment before the end of the period or number of treatments shall constitute a Denial. 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, we shall make an Expedited 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 our receipt of the request.

We shall provide written notification of an authorization to the Member involved in the provision of the service within three (3) calendar days after the telephone notification. Sanford Health plan will give prompt telephone notice to the Practitioner and/or Providers involved in the

provision of the service.

Adverse Determinations

Sanford Health Plan shall provide written notification of a Denial to the Member, Practitioner and those Providers involved in the provision of the service sufficiently in advance (but no later than three (3) calendar days after the telephone notification) of the reduction or termination to allow the Member or, the Member's Authorized Representative to file an Appeal request to review the Denial and obtain a determination with respect to that review before the benefit is reduced or terminated.

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

If the request to extend Expedited Concurrent Review is not 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 will treat it as an Expedited Prior Authorization (Pre-service) decision and make the decision within seventy-two (72) hours of receipt of the request.

For authorizations, we will notify you, your Practitioner, and those Providers involved in the provision of service of the decision promptly by telephone. For Adverse Determinations, we will notify you, your Practitioner and those Providers involved in the provision of the service via telephone as expeditiously as your medical condition requires but no later than within seventy-two (72) hours of receipt of the request. You will receive written notification within three (3) calendar days of the telephone notification. Sanford Health plan will give prompt telephone notice to the Practitioner and/or Providers involved in the provision of the service.

Adverse Determinations

If the 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, or the Member's Authorized Representative, can request an Appeal of Adverse Determination. For details, refer to the procedures in Section 10, *Problem Resolution*.

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 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 thirty (30) business days of a request.
4. 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.
5. If applicable, a description of any additional material or information necessary for the Member to complete 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 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.
8. For Mental Health and/or Substance Use Disorder (MH/SUD) Adverse Determinations, Members have the right to obtain a second opinion, at no charge to the Member, from a Practitioner/Provider not associated with Sanford Health Plan per MN Statute 62D.103.
9. 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.
10. A description of the grievance procedures including 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; notification that Expedited External Review can occur concurrently with the internal Appeal process for Expedited care/ongoing treatment; and the timeframe the Member has to make an appeal and the amount of time Sanford Health Plan has to decide it (including the different timeframes for Expedited Appeals).
11. If the Adverse Determination is based on Medical Necessity, notification and instructions on how the Practitioner can contact Sanford Health Plan to discuss the determination.

12. Your right to contact the Minnesota Department of Health at any time at: Minnesota Department of Health
PO Box 64882
St. Paul, MN 55164-0882
Phone: (800) 657-3916 Fax:
(651) 201-5186
www.health.state.mn.us

Section 3. Covered Services – OVERVIEW

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 Providers 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 Providers or Out-of-Network Participating Providers or Non-Covered Services unless otherwise indicated in this Contract.

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Section 3(a) Medical services and supplies provided by health care Practitioners and 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 Certification for some services in this Section. The benefit description will say “**NOTE:** Certification is required for certain services. 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.)”

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Benefit Description

Diagnostic and treatment services

Professional services from Practitioners, Providers, Physicians, nurse practitioners, and Physician’s assistants are covered when provided in Practitioner and/or Provider’s offices and 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)

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 issues, 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 Sanford Health 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 Member status and transmittal of the information to another Provider.
- **E-visits:** email, online medical evaluations where Providers interact with Members through a secured email portal.
- **Video Visits:** virtual visits where 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*
- *Communication Devices unless a part of an approved Sanford Health Plan program*
- *Consultative message exchanges with an individual who is seen in the provider's office following a video visit for the same condition, per Sanford Health 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*
- *Telephone assessment and management services*
- *Transmission fees*

Preventive care services, adults & children

Preventive Care coverage is as follows:

The following preventive services, as defined in §2713 of the Public Health Service Act (PHS Act) and its implementing regulations, are covered without cost sharing if services are delivered by an in-network provider. This is true even if you haven't met your yearly deductible.

1. Evidenced-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) with respect to the individual involved, except for the recommendations of the USPSTF regarding breast cancer screening, mammography, and prevention issued in or around November 2009;
2. Immunizations for routine use in children, adolescents, and adults that have in effect a recommendation from the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention (CDC) with respect to the individual involved;
3. With respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in comprehensive guidelines supported by the Health Resources and Services Administration (HRSA); and
4. With respect to women, evidence-informed preventive care and screening provided for in comprehensive guidelines supported by HRSA, to the extent not included in certain recommendations of the USPSTF. 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.

As recommendations change, your coverage may also change. For a complete and up-to-date list of preventive services provided, view Sanford Health Plan's *Preventive Health Guidelines* at www.sanfordhealthplan.com/memberlogin.

The following list includes preventive services that are covered without payment of any Deductible, Copayment, or Coinsurance requirement that would otherwise apply when received from an In-Network provider:

- Alcohol misuse: screening and counseling
- Aspirin preventive medication: adults aged fifty (50) to fifty-nine (59) years with a $\geq 10\%$ ten (10) year cardiovascular risk
- Basic metabolic panel: One per year
- Blood pressure screening: adults
- Cholesterol test: A baseline Lipid Profile if at high risk
- Colorectal screening: Age fifty (50) and older – colonoscopy every ten (10) years
- Depression screening
- Diabetes screening
- Falls prevention in older adults:
 - Exercise or physical therapy to prevent falls for members age sixty-five (65) or older at increased risk for falls.
 - Vitamin D supplement for members age sixty-five (65) or older at risk for falls.
- Hepatitis B screening:
- Hepatitis C screening
- HIV screening:
- Lead screenings for at risk adults
- Lung cancer screening:
- Obesity screening and counseling:
- Preventive exam (physical): Once a year for adults ages eighteen to fifty-nine (18-59)

- Tobacco use counseling and Interventions
- Tuberculosis screening
- Sexually Transmitted Disease (STD) screening
- Syphilis screening

To get a free copy of the Preventive Health Guidelines mailed to you at no charge, call Customer Service at (800) 752-5863 (*toll-free*) | TTY/TDD: (877) 652) 1844 (*toll-free*). Sanford Health Plan is also able to provide copies of the guide in other formats for screen readers or in large font sizes, for example.

For assistance in a language other than English, please call (800) 892-0675 (*toll-free*) and a copy will be provided to you in the language of your choice.

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*

Women's preventive health services

Women's preventive health services coverage is as follows:

NOTE: As recommendations change, your coverage may also change. Please confirm your benefits with Sanford Health Plan's *Preventive Health Guidelines*.

The following list includes women's preventive health services that are covered without payment of any Deductible, Copayment, or Coinsurance requirement that would otherwise apply when received from an In-Network provider. Services received that are outside of the age ranges or frequency defined below may still be covered with the applicable copay, coinsurance or deductible amounts.

Well-Women Member Screening and Covered Services

- Breast Cancer Genetic Test Counseling (BRCA) and Evaluation for BRCA Testing and Screening for women at higher risk for breast cancer
 - For women who have family members with breast, ovarian, tubal, or peritoneal cancer, with positive screening results for potentially harmful mutations in breast cancer susceptibility genes (*BRCA1* or *BRCA2*).
 - BRCA testing is covered at zero cost-sharing when Medically Necessary.
- Breast Cancer Mammography screenings
 - Once per year for women ages forty (40) and older
 - Includes Digital Breast Tomosynthesis for Members at risk for breast cancer,
- Breast Cancer Chemoprevention counseling for women at higher risk
- Breast Cancer Preventive Medications covered for women at increased risk for breast cancer
- Cervical Cancer screening for sexually active women
- Chlamydia Infection screening for younger women and other women at higher risk
- Domestic and interpersonal violence screening and counseling for all women
- Folic Acid supplements for women planning to become pregnant or in their childbearing years
- Gonorrhea screening for all women at higher risk
- HIV screening and counseling for sexually active women
- Human Papillomavirus (HPV) DNA Test on specimens collected during a PAP smear; once every three (3) years for women who are thirty (30) or older with normal cytology results
- Osteoporosis screening for women over age 60 depending on risk factors
- Pap Smear: Age twenty-one to twenty-nine (21 – 29) Every three (3) years, Age thirty to sixty-five (30 – 65): Every three (3) years; or every five (5) years if HPV test is also performed
- Pelvic and Breast Exam: Done in the absence of a full pap smear once per year, for ages twenty-one to sixty-five (21-65). Exams received inside these age ranges are covered at 100%. Exams outside of the age ranges are covered with the applicable copay, coinsurance or deductible amounts.
- Sexually Transmitted Infections counseling for sexually active women
- Surveillance tests for ovarian cancer for women who are at risk for ovarian cancer
- Syphilis screening for women at increased risk
- Tobacco Use screening and interventions for all women
- Well-woman visits to get recommended services for women under age sixty-five (65)

Men's preventive health services

Men's preventive health services coverage is as follows:

NOTE: As recommendations change, your coverage may also change. Please confirm your benefits with Sanford Health Plan's *Preventive Health Guidelines*.

The following list includes men's preventive health services that are covered without payment of any Deductible, Copayment, or Coinsurance requirement that would otherwise apply when received from an In-Network provider.

- Abdominal Aortic Aneurysm screening: For men ages sixty-five (65) to seventy-five (75) years who have ever smoked. (Limit one (1) per lifetime)
- Prostate Specific Antigen (PSA): one test per year beginning at age fifty (50)

Children's preventive health services

Children's preventive health service coverage is as follows:

NOTE: As recommendations change, your coverage may also change. Please confirm your benefits with the Plan's *Preventive Health Guidelines*.

The following list includes preventive services for children (birth to age eighteen (18)) that are covered without payment of any Deductible, Copayment, or Coinsurance requirement that would otherwise apply when received from an In-Network provider:

- Alcohol and Drug Use assessments for adolescents
- Autism screening for children at eighteen (18) and twenty-four (24) months
- Behavioral assessments for children at the following ages: zero (0) to eleven (11) months, one (1) to four (4) years, five (5) to ten (10) years, eleven (11) to fourteen (14) years, fifteen (15) to seventeen (17) years.
- Blood Pressure screening for children at the following ages: zero (0) to eleven (11) months, one (1) to four (4) years, five (5) to ten (10) years, eleven (11) to fourteen (14) years, fifteen (15) to seventeen (17) years.
- Cervical Dysplasia screening for sexually active females
- Depression screening for adolescents
- Developmental screening for children under age three (3)
- Dyslipidemia screening for children at higher risk of lipid disorders at the following ages: one (1) to four (4) years, five (5) to ten (10) years, eleven (11) to fourteen (14) years, fifteen (15) to seventeen (17) years.
- Fluoride Chemoprevention supplements for children without fluoride in their water source
- Gonorrhea preventive medication for the eyes of all newborns
- Hearing screening for all children; once per calendar year as part of preventive exam
- Height, Weight and Body Mass Index measurements for children at the following ages: zero (0) to eleven (11) months, one (1) to four (4) years, five (5) to ten (10) years, eleven (11) to fourteen (14) years, fifteen (15) to seventeen (17) years.
- Hematocrit or Hemoglobin screening for children
- Hemoglobinopathies or sickle cell screening for newborns
- HIV screening for adolescents at higher risk
- Hypothyroidism screening for newborns
- Immunization vaccines for children from birth to age eighteen (18) —doses, recommended ages, and recommended populations vary:
 - Diphtheria, Tetanus, Pertussis
 - Haemophilus influenza type b
 - Hepatitis A
 - Hepatitis B
 - Human Papillomavirus
 - Inactivated Poliovirus
 - Influenza (Flu Shot)
 - Measles, Mumps, Rubella
 - Meningococcal
 - Pneumococcal
 - Rotavirus
 - Varicella
- Iron supplements for children ages six (6) to twelve (12) months at risk for anemia
- Lead screening for children at risk of exposure
- Medical History for all children throughout development at the following ages: zero (0) to eleven (11) months, one (1) to four (4) years, five (5) to ten (10) years, eleven (11) to fourteen (14) years, fifteen (15) to seventeen (17) years.
- Obesity screening and counseling
- Oral Health risk assessment for young children Ages: zero (0) to eleven (11) months, one (1) to four (4) years, five (5) to ten (10) years.

- Phenylketonuria (PKU) screening for this genetic disorder in newborns
- Reasonable and customary charges for Child Health Supervision Services and prenatal care services.
- Sexual Behavior and Sexually Transmitted Infection (STI) prevention, counseling, and screening for adolescents at higher risk
- Suicide prevention screening
- Tuberculin testing for children at higher risk of tuberculosis at the following ages: zero (0) to eleven (11) months, one (1) to four (4) years, five (5) to ten (10) years, eleven (11) to fourteen (14) years, fifteen (15) to seventeen (17) years.
- Vision screening for all children; once per calendar year.

Maternity care services

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 us of the date of your scheduled C-section when it is confirmed.

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)
- Blood type- Limit of One (1)
- Complete blood count (CBC) - Limit of Two (2)
- Depression screening- Limit of One (1)
- Group B streptococci (GBS) - Limit of One (1)
- Hepatitis B screening- :Limit of One (1)
- Hepatitis C Screening - Limit of One (1)
- Human immunodeficiency virus (HIV, during pregnancy) - Limit of One (1)
- Office visits related to a confirmed pregnancy while member is pregnant
- Preeclampsia prevention – allowed for pregnant women with a high risk for preeclampsia that are 12+ weeks gestation
- Rh (Rhesus) incompatibility screening: first pregnancy visit and twenty-four to twenty-eight (24-28) weeks gestation- Limit of One (1)
- Rubella Screening - Limit of One (1)
- 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)
 - For additional gestational diabetes benefits, see *Diabetes supplies, equipment and education* later in this Section.
- Screening for sexually transmitted infections (STIs, during pregnancy) - Limit of One (1)
- Tuberculosis (TB) - Limit of One (1)
- Ultrasound (2D) - Limit of Two (2)
- Urine culture- Limit of One (1)
- Urine dipstick or Urinalysis- Limit of Nine (9)

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 such an 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. 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. 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.

Authorization or referral is not required in the case of a female Member who seeks coverage from obstetrical or gynecological care provided by an In-Network Participating Practitioner and/or Provider who specializes in obstetrics or gynecology.

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 of durable medical equipment. 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.

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*

Newborn care benefits

Newborn coverage is as follows:

A newborn is eligible to be covered from birth. Members must enroll the newborn within thirty-one (31) days of the infant's birth. If your benefit plan requires an additional payment for each Dependent, Sanford Health Plan is entitled to all Service Charge payments due from the date of the newborn's birth until the date you notify Sanford Health Plan of the birth. Sanford Health Plan may withhold payment of any health benefits until all required Service Charge payments you owe are paid. 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 Section 3(b) for coverage information on correcting congenital defects).

Not covered: *newborn delivery and nursery charges for adopted dependents prior to the adoption bonding period*

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).

Accommodations for Contraceptive Coverage Exceptions

The Affordable Care Act (ACA) requires non-grandfathered health plans to cover contraceptive services for women without cost-share. However, group health plans sponsored by certain religious employers or eligible organizations, and group health insurance coverage provided in connection with such plans, are exempt from the requirement to cover contraceptive services for women.

A Religious Employer must be organized and operated as a non-profit organization and referred to under Code section 6033(a)(3)(A)(i) or (iii), which refers to churches, other houses of worship, their integrated auxiliaries and conventions or association of churches, as well as the exclusively religious activities of any religious order. Groups that meet the criteria pursuant to 45 CFR § 147.131 and are classified as an “Eligible Organization” may also be able to be exempted from contraceptive coverage. If a Group believes they qualify as either a Religious Employer or as an Eligible Organization and wishes to be granted an exemption for contraceptive coverage, the Group must contact Sanford Health Plan and fill out a self-certification form to begin the process. If the exemption is approved, employees of the exempt religious or eligible organization will be notified by mail and may still obtain contraceptive coverage directly through Sanford Health Plan with no cost sharing.

Not covered:

- *Elective abortion services, except in cases of rape, incest, or when mother’s life is endangered. Prior Authorization/certification required.*
- *Genetic counseling or testing, unless otherwise covered in this Certificate of Coverage; Prior Authorization (Certification) is 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:

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

Coverage is subject to Sanford Health Plan Guidelines.

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;*
- *Cryogenic or other preservation techniques used in such or similar procedures;*
- *Infertility medication;*
- *Reversals of prior sterilization procedures; and*
- *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*

Allergy care benefits

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*

Phenylketonuria (PKU) coverage benefits

Phenylketonuria Coverage is as follows:

- Testing, diagnosis and treatment of Phenylketonuria; and
- Dietary management and foods, formulas, case management, intake and screening, assessment, comprehensive care planning, and service referral(s).

Not covered: *Dietary desserts and snack items*

Amino Acid-Based Elemental Oral Formulas Coverage Benefits

- Coverage of amino acid-based elemental oral formulas includes:
 - Amino acid-based elemental oral formulas may be considered Medically Necessary when ordered by a practitioner for diagnosed cases of cystic fibrosis, amino acid, organic acid, and fatty acid metabolic and malabsorption disorders.
 - Amino acid-based elemental oral formulas may be considered Medically Necessary when ordered by an allergist or gastroenterologist for diagnosed cases of IgE mediated allergies to food proteins; food protein-induced enterocolitis syndrome; eosinophilic esophagitis; eosinophilic gastroenteritis; or eosinophilic colitis.
 - Coverage for medical foods and low-protein modified food products determined by a practitioner to be Medically Necessary for the therapeutic treatment of an inherited metabolic disease of amino acid or organic acid.
 - Coverage of amino acid-based elemental formulas for patients diagnosed with an IgE mediated condition is limited to age five years and under.
 - The covered formula must contain 100% free amino acids as the protein source.

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 non-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*

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 Provisions apply; see *Sanford Health Plan*

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

Foot care services

Foot care coverage is available as follows:

- Routine foot care for diabetics per Sanford Health Plan policy. See *Diabetes supplies, equipment, and education* in this Section 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)
- Diagnosis and treatment of weak, strained, or flat feet

Diabetes supplies, equipment and education benefits

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.)

<u>Item (* Certification Required)</u>	<u>Must be obtained at:</u>	<u>Benefit/Cost Information</u>
<ul style="list-style-type: none"> • Blood Glucose test stripes • Glucagon • Glucometers • Glucose Agents • Lancets and lancet devices • Prescribed oral agents for controlling blood sugars • Syringes • Urine testing strips 	Pharmacy (prescription required)	Pharmacy Benefit Depending on plan, copay or deductible/coinsurance may apply
<ul style="list-style-type: none"> • Continuous Glucose Monitor Receiver* • 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 • Insulin infusion devices* • Insulin Pump* 	Durable Medical Provider	Medical Benefit Deductible/Coinsurance will apply

Coverage for the treatment of diabetes includes:

- all physician prescribed medically appropriate and necessary equipment and supplies used in the management and treatment of diabetes
- diabetes outpatient self-management training and education, including medical nutrition therapy, that is provided by a certified, registered, or licensed health care professional working in a program consistent with the national standards of diabetes self-management education as established by the American Diabetes Association
- Routine foot care, including toe nail trimming
- Coverage under this Section is provided for persons with gestational, type I or type II diabetes. Benefits are subject to the same Deductible or Coinsurance provisions applicable to Sanford Health Plan's hospital, medical expense, medical equipment, or prescription drug benefits per MN Statute 62A.3093 subd.

Not covered:

- *food items for medical nutrition therapy, unless otherwise specified as covered in this Certificate*

Physical, speech and occupational therapies

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;
 - Occupational Therapy; and
 - Speech Therapy
- Coverage is provided for habilitative services, which include the management of limitations and disabilities, including services or programs that help maintain or prevent deterioration in physical, cognitive, or behavioral function.
- 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.*
- Passive hot/cold pack therapy devices and Medically Necessary DME to control swelling, edema, hematoma, hemarthrosis, and pain, per Sanford Health Plan guidelines.
- Coverage includes One-to-one water therapy
- Physical therapy and Vitamin D supplements with a prescription order are covered at 100% (no charge) for Members ages 65 and older who are at increased risk for falls. Benefits are subject to Medical Necessity.

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)*
- *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, or it may be initiated with Members without symptoms in order to promote health and to prevent further problems*
- *Services provided in the Member's home for convenience*

Cardiac Rehabilitation Therapy

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 thirty-six (36) visits per calendar year)

Not covered:

- *Maintenance Therapy*

Hearing services (testing, treatment, and supplies)

Hearing services coverage is as follows:

Coverage is provided for emergency, acute, and routine hearing services. *Sanford Health Plan policy guidelines apply.* Coverage includes:

- Routine Hearing Examinations
 - Benefit is limited to one Routine Hearing Exam per Member, annually
 - Deductible does not apply and benefit covered at 100% (no charge) when provided by an In-Network Provider and/or Practitioner.
- Sudden sensorineural hearing loss (SSNHL), and diagnostic testing and treatment related to acute illness or injury
- Provider/Practitioner services related to loss of hearing

NOTE: Indicated Durable Medical Equipment (DME) and Implant/Stimulators require Certification; 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.):

1. 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*
 - a. Benefit is limited to one hearing aid, per ear, per Member, every three (3) years, in alignment with Medical Necessity and Sanford Health Plan guidelines.
 - b. The provision of hearing aids must meet criteria for rehabilitative and/or habilitative services coverage and either:
 - i. provide significant improvement to the Member within two (2) months, as certified on a prospective and timely basis by Sanford Health Plan; or
 - ii. help maintain or prevent deterioration in physical, cognitive, or behavioral function.
2. Cochlear implants and bone-anchored (hearing-aid) implants. *This is an Implant/Stimulator that requires Certification.*

Pediatric (child) hearing services (testing, treatment, and supplies)

Pediatric (child) hearing services coverage includes routine care, treatment services, and emergency services for Members through age eighteen (18). Pediatric hearing services coverage, as outlined in this Certificate, will terminate at the end of the month in which the Member reaches age nineteen (19).

- Hearing aids, communication aids or devices for Members eighteen (18) years of age or younger for hearing loss that is not correctable by other covered procedures. *Sanford Health Plan policy guidelines apply.*

Not covered:

- *All other hearing related supplies, purchases, examinations, testing or fittings unless otherwise specified as covered in this Certificate*
- *External hearing aids, non-implant devices, or equipment to correct gradual hearing impairment or loss that occurs with aging and/or other lifestyle factors unless otherwise specified as covered in this Certificate*
- *Tinnitus Maskers*
- *Treatment, testing, and/or supplies for correcting gradual hearing impairment or loss that occurs with aging and/or other lifestyle factors unless otherwise specified as covered in this Certificate*

Vision services (testing, treatment, and supplies)

Vision services coverage is as follows:

NOTE: Indicated Outpatient Procedures require Certification; 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.):

- Cataract Surgery. *Certification Required.*
- Coverage is provided for emergency, preventive and routine vision care.
- Dilated eye examination for diabetes-related diagnosis (limit of one exam per Member per year)
- Eyeglasses or contact lenses for aphakic patients or soft contact lenses or scleral shells intended for the use in the treatment of a disease or injury
 - Eyeglasses, including lenses and one frame per lifetime or clear contact lenses for the aphakic 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
- Vision therapy

Adult vision exams

For Members ages eighteen (18) and older, one Adult Routine Exam is allowed per Member per year; this includes Acuity, Refraction and Glaucoma screening. This benefit is paid at 100% if the Member sees an In-Network Participating Practitioner and/or Provider Sanford Optometrist or Ophthalmologist for their visit. Eye and vision exam coverage is outlined below.

- One (1) Routine Vision Examination is allowed annually per Member, which includes:
 - Dilation, if professionally indicated; and
 - Acuity, Refraction and Glaucoma.

Pediatric (child) vision services (testing, treatment, and supplies)

Pediatric (child) vision services coverage includes emergency, preventive and routine vision care for Members through age eighteen (18). For ages three (3) to seventeen (17), the routine exam includes the Acuity and Refraction exam. Pediatric vision services coverage, as outlined below, will terminate at the end of the month in which the Member reaches age nineteen (19).

Pediatric Vision Exams

- One (1) Routine Examination is allowed annually, which includes:
 - Dilation, if professionally indicated; and
 - Acuity and Refraction.

Prescribed Lenses and Frames

- Coverage for prescribed lenses are allowed once every Calendar Year for prescribed single vision, bifocal, trifocal, or lenticular 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. Contact lenses determined to be Medically Necessary and appropriate in the treatment of patients affected by certain conditions may be covered as an additional benefit.

Not covered:

- *Additional refractive procedure (including lens) after coverage of initial lens at time of cataract correction*
 - *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 extrawide*
- Sanford Health Plan*

- *Complications resulting from refractive surgery*
- *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 Sections of this Certificate*
- *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*
- *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*
- *Visual field exams*

Durable medical equipment (DME) benefits

Durable medical equipment (DME) coverage is as follows:

- Coverage for 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 Sanford Health Plan policy guidelines apply.
- Casts, splints, braces, crutches and dressings for the treatment of fracture, dislocation, torn muscles or ligaments and other chronic conditions per Sanford Health Plan policy.

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

- Airway Clearance Device
- Beds such as Hospital beds and mattresses
- Communication Device
- Continuous Glucose Monitors and Sensors
- 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

Not covered:

- *Any other equipment and supply which Sanford Health Plan determines is not eligible for coverage*
- *Commodities 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; or 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

Orthotic and prosthetic devices

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.)

- 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.
- Cranial Prosthesis, including wigs (limited to one per benefit period). This is a DME that requires Certification.
- 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*
- 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.
- Prosthetic limbs, sockets and supplies, and prosthetic eyes. *This is a DME that requires Certification*
- 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.

NOTE: Internal prosthetic devices are paid as Hospital benefits; see Section 3(b) for payment information. Insertion of the device is paid under the surgery benefit.

Not covered:

- Duplicate or similar items
- Replacement or repair of items, if the items are damaged or destroyed by the Member's misuse, abuse or carelessness; or lost or stolen
- Revision/replacement of prosthetics (except as noted per Sanford Health Plan policy)
- Scalp hair prostheses, including hair transplants or hair plugs
- Service call charges, labor charges, charges for repair estimates

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

Home health services

Home health service 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.)

The following are covered if approved by Sanford Health Plan in lieu of a Hospital or Skilled Nursing Facility stay:

- 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: Coverage is limited to one-hundred-twenty (120) 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. Member must be home-bound to receive home health services.

Not covered:

- *Custodial or convalescent care, defined as nonskilled, personal care, such as help with activities of daily living like bathing, dressing, eating, getting in or out of a bed or chair, moving round, and using the bathroom. It may also include care that most people do themselves, like using eye drops.*
- *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

Not covered:

- *Hot/cold pack therapy including polar ice therapy and water circulating devices*
- *Therabands, cervical pillows, traction services,*
- *Vitamins or minerals not otherwise specified as covered in this Certificate*

Tobacco cessation treatment benefits

Tobacco cessation treatment coverage is as follows:

As defined in the Affordable Care Act, 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) without Prior Authorization when prescribed by a health care provider authorized to prescribe the particular drug

Not covered:

- *Acupuncture*
- *Hypnotism*

Clinical trial benefits

Clinical trial benefits 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.)

We cover 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.
- Health Care Service that is eligible for reimbursement from a source other than this Contract, including the sponsor of the Approved Clinical Trial.

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 Routine Patient Costs.*
- *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 clinical trials; Sanford Health Plan does not cover these costs.*

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.
- Chemotherapy, regardless of whether the Member has separate prescription drug benefit coverage.
- 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 [MN Statute 62A.3075]

Other treatment therapies not specified elsewhere

Treatment therapy is as follows:

- Inhalation Therapy
- Pheresis Therapy
- Medically Necessary treatment, of Gender Dysphoria (Gender Identity Disorder), including hormone therapy, mental/behavioral services, and laboratory testing to monitor the safety of continuous hormone therapy, per Sanford Health Plan guidelines (available upon request).

Not Covered:

- *Non-surgical treatments that do not meet Sanford Health 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 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 an In-Network Facility.
- 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 CERTIFICATION FOR SOME OF THESE SERVICES.** See the benefits description below.

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Benefit Description

Admissions

Admissions 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.)

The following Hospital Services are covered:

- Room and board
- Critical care services
- Use of the operating room and related facilities
- General Nursing Services
- Up to one-hundred-twenty (120) hours of private duty nursing services or personal care assistant who has provided home care services to a ventilator dependent Member, solely for the purpose of assuring adequate training of the Hospital staff to communicate with that Member
- 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 during Hospitalization by a Practitioner and/or Provider authorized to prescribe the particular drug

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 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*
- *Custodial or Convalescent care, defined as non skilled, personal care, such as help with activities of daily living like bathing, dressing, eating, getting in or out of a bed or chair, moving round, and using the bathroom. It may also include care that most people do themselves, like using eye drops.*
- *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 may result in a reduction or denial of benefits if the service would not otherwise be covered. (See Services requiring Certification in Section 2.)

Covered health care services, furnished in connection with a surgical procedure, and performed in an In-Network Participating Practitioner and/or Provider surgical center include the following locations and services:

- 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*

Skilled nursing facility benefits

Skilled nursing facility benefits 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.)

- 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 one-hundred- twenty (120) 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.

Not covered:

- *Convalescent care, defined as nonskilled, personal care, such as help with activities of daily living like bathing, dressing, eating, getting in or out of a bed or chair, moving round, and using the bathroom. It may also include care that most people do themselves, like using eye drops.*
- *Custodial care*
- *Intermediate level or Domiciliary Care*
- *Residential care*
- *Rest cures*
- *Services to assist in activities of daily living*

Hospice care benefits

Hospice care benefits coverage is as follows:

A Member may elect to receive hospice care, instead of the traditional Covered Services, 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 care services are covered:

- 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. 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
- c. Social services under the direction of an In-Network Participating Practitioner and/or Provider
- d. Psychological and dietary counseling
- e. Physical or occupational therapy, as described in Section 3(a)
- f. Consultation and Case Management services by an In-Network Participating Practitioner and/or Provider
- g. Medical supplies, DME and drugs prescribed by an In-Network Participating Practitioner and/or Provider authorized to prescribe the particular drug
- h. 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 is listed in Section 3(a), but only where the hospice retains responsibility for the care of the Member

Not covered:

- *Fees for room and board unless Prior Authorized Sanford Health Plan*

- *Independent nursing, homemaker services*

Reconstructive surgery benefits

Reconstructive surgery benefits coverage is as follows:

NOTE: The following services require Certification; 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.)

- Surgery to restore bodily function or correct a deformity caused by illness or injury
- Surgery that is incidental to or follows surgery resulting from injury, sickness or other diseases of the involved part or when such service is performed on a covered dependent child because of congenital disease or anomaly which has resulted in a functional defect as determined by the attending physician.
- 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 *Orthotic and Prosthetic devices* in this Section). 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 not Medically Necessary and 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; provided, however, that Minnesota law requires treatment for port-wine stains. Removal, revision or re-implantation of saline or silicone implants for: breast implant malposition; unsatisfactory aesthetic outcome; Member desire for change of implant; Member 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 six (6) months of the occurrence
- Orthognathic Surgery per Sanford Health 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.
- Anesthesia and Hospitalization charges for dental care are covered for a Member who: *This is an Outpatient Service requires Certification.*
 - is a child age five (5) or older (*Certification is not required for children under five (5)*); 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.
- Coverage is provided for the treatment of Cleft Lip and Cleft Palate for an eligible Dependent Child, including orthodontic treatment and oral surgery directly related to the cleft. Benefits available for individuals up to age twenty-six (26), the limiting age for coverage of a Dependent.

NOTE: For more details on dental benefits, see Section 3(f).

Not covered:

- *Dental appliances, including those related to Sleep Apnea*
- *Dental x-rays*
- *Extraction of wisdom teeth*

- *Hospitalization for extraction of teeth*
- *Restorative replacements including crowns, bridges, braces or implants*
- *Services and supplies related to ridge augmentation, implantology, and preventive vestibuloplasty*
- *Shortening of the mandible or maxillae for cosmetic purposes*

Transplant services

Transplant services coverage is as follows:

NOTE: Certification is required; failure to get Certification may result in a reduction of benefits if the service would not otherwise be covered. (See Services requiring Prior Authorization/Certification 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)
 - 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
- Organ acquisition costs including:
- 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

Not covered:

- *Artificial organs, any transplant or transplant services not listed above*
- *Costs related to locating organ donors*
- *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 Sanford Health Plan's Chief Medical Officer or designee*
- *Services, chemotherapy, supplies, drugs and aftercare for or related to transplants performed at a non-Participating Center of Excellence*
- *Storage of stem cells including storing umbilical cord blood of non-diseased persons for possible future use*
- *Transplants and transplant evaluations that do not meet the United Network for Organ Sharing (UNOS) criteria*
- *When the donor is not covered as a Member under this plan, donor expenses for complications that occur after sixty (60) days from the date the organ is removed are not covered*

Anesthesia services

We cover services of an anesthesiologist or other certified anesthesia Provider

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 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 a health condition that a prudent layperson possessing an average knowledge of health and medicine would expect requires immediate medical attention, if failure to provide medical attention would result in serious impairment to bodily functions, or serious dysfunction of a bodily organ or part, or would place the person's health 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 Practitioner immediately, if one has been selected, and follow his or her instructions. A Member may always go directly to an urgent care or after-hours clinic.

Emergency within our Service Area

Services provided for Emergency Medical Conditions and Urgent Care Situations from (i) Non-Participating Practitioners and/or Providers or (ii) Out-of-Network Participating Practitioners and/or Providers will be covered at the same benefit and Cost Sharing level as services provided by an In-Network Participating Practitioner and/or Provider. If Sanford Health Plan determines the condition did not meet prudent layperson definition of an emergency, then the Out-of-Network benefits will apply and the Member is responsible for all costs.

If an Emergency Medical Condition arises, Members should proceed to the nearest 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 Practitioner and/or Provider 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 In-Network Participating Practitioner and/or Provider for primary care services, if one has been selected, as soon as reasonably possible, and no later than forty-eight (48) hours after physically or mentally able to do so.

We cover 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 (i) Non-Participating Practitioners and/or Providers or (ii) Out-of-Network Participating Practitioners and/or Providers, we shall cover 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 (i) Non-Participating Practitioners and/or Providers or (ii) Out-of-Network Participating Practitioners and/or Providers, then 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 an In-Network Participating Practitioner and/or Provider Hospital.

Emergency outside our Service Area

If an **Emergency** occurs when traveling outside of Sanford Health Plan's 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, and no later than forty-eight (48) hours after physically or mentally able to do so.

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

If an **Urgent Care Situation** occurs when traveling outside of Sanford Health Plan's Service Area, Members should contact their Primary Care Practitioner and/or Provider immediately, if one has been selected, and follows 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 Benefit Level unless the Member has traveled outside the Service Area for receiving such treatment.

NOTE: Unless care is received from In-Network Participating Practitioners and/or Providers, coverage will be at the Out-of-Network benefit level and the Member is responsible for all costs for non-emergency medical care or non-urgent care received when a Member is traveling or studying outside Sanford Health Plan's Service Area.

Ambulance and transportation services

Ambulance and emergency transportation services coverage is as follows:

Transportation by professional ground ambulance, air ambulance, or on a regularly scheduled flight on a commercial airline 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.

Certification is required for:

- a. Air ambulance services; and
- b. Non-emergent transportation.

Not covered:

- *Non-emergency transportation services and/or travel reimbursement*
- *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*

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 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 CERTIFICATION FOR SOME OF THESE SERVICES. See the benefits description below.

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Benefit Description

Mental health benefits

In compliance with the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA) and State law, Members have rights when it comes to their coverage for Mental Health and Substance Abuse treatment. The following are guarantees with regards to coverage:

- State and Federal law require mental health and substance abuse services to be covered on the same basis as medical services and limitations that apply to the mental health and/or substance use disorder benefits are no more restrictive than the predominant treatment limitations that apply to substantially all medical/surgical benefits.;
- Cost-sharing for mental health and substance abuse services can be no more restrictive than cost-sharing for similar medical services and mental health and substance use disorder benefits are not subject to separate cost sharing requirements;
- Treatment restrictions and limitations, such as Prior Authorization (Certification) and Medical Necessity, can be no more restrictive than for similar medical services; and
- Mental health and substance use disorders are covered consistent with generally recognized independent standards of current medical practice, which include the current editions of Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases (ICD).

If Members have questions or concerns, please call Customer Service. If a Member or his/her Authorized Representative wishes to file a complaint with regards to coverage of Mental Health and/or Substance Use Disorders, please Contact Sanford Health Plan directly or contact the State at:

Sanford Health Plan of Minnesota
Customer Service Department
PO Box 91110
Sioux Falls, SD 57109-111
800-752-5863

Minnesota Department of Health
Managed Care Systems Section
PO Box 64882
St. Paul, MN 55164-0882
651-201-5100 or 1-800-657-3916

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 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 Copays, Deductibles, Coinsurance factors, and restrictions as medical/surgical benefits. Coverage for mental health conditions includes:

- Outpatient Professional services, including individual therapy by Providers such as psychiatrists, psychologists, clinical social workers, or other qualified mental health professionals
- Inpatient Hospitalization
- Medication management
- Diagnostic tests
- Electroconvulsive therapy (ECT)
- Partial Hospitalization
- Intensive Outpatient Programs
- Treatment for pediatric acute-onset neuropsychiatric syndrome (PANS) and pediatric autoimmune neuropsychiatric disorders associated with streptococcal infections (PANDAS) in accordance to Minnesota Statute 62A.3097.
- Family therapy services for a child pursuant to Minnesota Statute 62D.102

- Court ordered treatment pursuant to Minnesota Statute 62Q.535
- A second opinion from another provider, whether or not the provider participates in Sanford Health Plan's network, is available at no cost to Members when there is a denial of coverage for mental health or substance use disorder treatment services per Minnesota Statute 62D.103.

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 if the service would not otherwise be covered. (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, defined as nonskilled, personal care, such as help with activities of daily living like bathing, dressing, eating, getting in or out of a bed or chair, moving round, and using the bathroom. It may also include care that most people do themselves, like using eye drops.*
- *Custodial care counseling, unless for a child pursuant to Minnesota Statute 62D.102*
- *Educational or non-medical services for learning disabilities or behavioral problems*
- *Educational or non-medical services provided under the Individuals with Disabilities Education Act (IDEA)*
- *Long-Term Residential/Maintenance Care*
- *Marriage counseling; pastoral counseling; and financial or legal counseling;*

Substance use disorder benefits

In compliance with the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA) and State law, Members have rights when it comes to their coverage for Mental Health and Substance Abuse treatment. The following are guarantees with regards to coverage:

- State and Federal law require mental health and substance abuse services to be covered on the same basis as medical services and limitations that apply to the mental health and/or substance use disorder benefits are no more restrictive than the predominant treatment limitations that apply to substantially all medical/surgical benefits.;
- Cost-sharing for mental health and substance abuse services can be no more restrictive than cost-sharing for similar medical services and mental health and substance use disorder benefits are not subject to separate cost sharing requirements;
- Treatment restrictions and limitations, such as Prior Authorization (Certification) and Medical Necessity, can be no more restrictive than for similar medical services; and
- Mental health and substance use disorders are covered consistent with generally recognized independent standards of current medical practice, which include the current editions of Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases (ICD).

If Members have questions or concerns, please call Customer Service. If a Member or his/her Authorized Representative wishes to file a complaint with regards to coverage of Mental Health and/or Substance Use Disorders, please Contact Sanford Health Plan directly or contact the State at:

Sanford Health Plan of Minnesota
Customer Service Department
PO Box 91110
Sioux Falls, SD 57109-111
800-752-5863

Minnesota Department of Health
Managed Care Systems Section
PO Box 64882
St. Paul, MN 55164-0882
651-201-5100 or 1-800-657-3916

Substance use disorder benefits are covered with the same Copays, Deductibles, Coinsurance factors, and restrictions as other medical/surgical benefits. 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 abuse disorder professionals. This includes treatment provided to the Member while in the custody of the Commissioner of Corrections following a first-degree driving while impaired offense if (1) a court of competent jurisdiction makes a preliminary determination based on a chemical use assessment that treatment may be appropriate and includes this determination as part of the sentencing order; and (2) the Department of Corrections makes a determination based on a chemical assessment conducted while the individual is in the custody of the department that treatment is appropriate. Treatment provided by the Department of Corrections that meets the requirements of this section shall not be subject to a separate medical necessity determination under the health plan company's utilization review procedures.
- Partial Hospitalizations
- Intensive Outpatient Programs

- Residential Care pursuant to Minnesota Rule 4685.0700
- A second opinion from another provider, whether or not the provider participates in Sanford Health Plan's network, is available at no cost to Members when there is a denial of coverage for mental health or substance use disorder treatment services per Minnesota Statute 62D.103

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 if the service would not otherwise be covered.. (See Services requiring Certification in Section 2):

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

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)*
- *Convalescent care, defined as nonskilled, personal care, such as help with activities of daily living like bathing, dressing, eating, getting in or out of a bed or chair, moving round, and using the bathroom. It may also include care that most people do themselves, like using eye drops.*
- *Custodial Care*
- *Custodial care counseling unless for a child, pursuant to Minnesota Statute 62D.102*
- *Domiciliary care or Maintenance Care*
- *Educational or non-medical services for learning disabilities or behavioral problems*
- *Educational or non-medical services provided under the Individuals with Disabilities Education Act (IDEA)*
- *Marriage counseling; pastoral counseling; and financial or legal counseling*

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 Pharmacy. If you choose to go to a Non-Participating or Out-of-Network Pharmacy, you will be responsible for 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 your pharmacy; if you do not you will be responsible for all (100%) of the cost(s) 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 and will inform you with written notice at least 30 days prior to any formulary change that would result in a greater cost-sharing. This includes removal of drugs from the formulary and changes in tier level. For a copy of the Formulary, contact Pharmacy Management toll-free at (855) 305-5062 | TTY/TDD: (877) 652-1844 (*toll-free*) or log in to your Member Portal at 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 and the formulary exception process is available for excluded drugs. For details, refer to the appeals section of this Certificate of Coverage.
- Sanford Health Plan will use appropriate Pharmacists and Practitioner and/or Providers to review formulary exception requests and promptly grant an exception to the Formulary, for a Member when the prescriber indicates:
 - The Formulary drug causes an adverse reaction in the Member;
 - The Formulary drug is contraindicated for the Member; or
 - 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. 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 is not 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 | TTY/TDD: (877) 652-1844 (*toll-free*). Refer to the Formulary for a complete list of medications that require step therapy.
- A Member may appeal the denial of a step therapy override by a health plan company using the complaint procedure listed in section 10. The Plan shall respond to a step therapy override request or an appeal within five days of receipt of a complete request. In cases where exigent circumstances exist, the Plan shall respond within seventy-two (72) hours of receipt of a complete request. If the Plan does not send a response within the time allotted, the override request or appeal is granted and binding on the health plan company.
- 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 | 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.

- Please visit <https://www.sanfordhealthplan.org/members/pharmacy-information> for more information about your pharmacy coverage.
- 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 one-hundred-eighty (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 | 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:

1. Prescribed or approved by an authorized health care provider;
2. Listed in the Plan Formulary, unless certification (authorization) is given by the Plan;
3. 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.);
4. 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 that is 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 authorized to prescribe the particular drug*
- *B-12 injection (except for pernicious anemia)*
- *Compound medications containing any combination of the following: Baclofen, Bromfenac, Bupivacaine, Cyclobenzaprine, Gabapentin, Ketamine, Ketoprofen or Orphenadrine*
- *Drug Efficacy Study Implementation (“DESI”) drugs*
- *Experimental, Investigational, or Unproven medication for which reliable evidence does not permit conclusions concerning its safety,*

effectiveness, or effect on health outcomes. Unless certain criteria are met pursuant to Sanford Health Plan's medical coverage policies

- *Food supplements and baby formula (except to treat PKU or otherwise required to sustain life or amino acid-based elemental oral formulas), nutritional and electrolyte substances*
- *Lifestyle medications used to treat sexual dysfunction, impotence, sexual inadequacy, or to enhance sexual pleasure, intimacy or relationship enhancement; and*
- *Medications and associated expenses and devices not approved by the FDA for a particular use except as required by law (unless Provider certifies off-label use with a letter of Medical Necessity)*
- *Medications for cosmetic purposes, including baldness, removal of facial hair, or pigmenting or anti-pigmenting of the skin*
- *Medications not listed in the Plans Formulary,*
- *Medications that are obtained without Prior Authorization or a Formulary exception from the Plan*
- *Medications that may be received without charge under a federal, state, or local program*
- *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;*
- *Medications used to treat infertility*
- *Non-FDA approved Medical Cannabis and its equivalents*
- *Orthomolecular therapy, including nutrients, vitamins (unless otherwise specified as covered in this Certificate),*
- *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(1) year*
- *Repackaged medications*
- *Replacement of a prescription medications due to loss, damage, or theft*
- *Self-administered medications dispensed in a Practitioner or 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 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. For further details, see Section 3(b) for *Oral and maxillofacial surgery* and *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 CERTIFICATION FOR THESE SERVICES. See the benefits description below.

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Benefit Description

Dental benefit coverage is as follows:

NOTE: The following 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.)

- 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 (braces). *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 five (5) or older (*Certification is not required for children under age five (5)*); 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.

Pediatric (Child) Dental Care

Pediatric Diagnostic Services

- Routine oral evaluations allowed twice during a Calendar Year
- Full mouth X-rays allowed once every five (5) years
- Bitewing X-rays allowed twice during a Calendar Year
- Single tooth X-rays as medically indicated

Pediatric Preventive Services

- Prophylaxis (cleanings) allowed twice during a Calendar Year
- Topical fluoride applications allowed twice during a Calendar Year
- Sealants on unfilled, undecayed permanent molars and bicuspsids. Benefits are limited to one (1) sealant per tooth every three (3) years
- Space maintainers

Pediatric Restorative Services

- Fillings once every two (2) years per surface per tooth
- Inlays, onlays and crowns (not part of a fixed partial Denture) limited to one (1) per tooth every five (5) years

Pediatric Endodontics

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

Pediatric Periodontics

- Periodontal surgery
- Periodontal scaling and root planning once every two (2) years, per quadrant
- Gingivectomy or gingivoplasty, four (4) or more teeth limited to one every three (3) years

Pediatric Prosthodontics

- Dentures (complete and partial) once every five (5) years
- Tissue conditioning
- Relining of immediate dentures once during the year after insertion
- Relining or rebasing of complete and partial dentures other than in item above, allowed once every three (3) years.
- Medically Necessary implants limited to one (1) 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

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.

Adjunctive General Services

- Palliative (emergency) treatment of dental pain
- Anesthesia services

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.

Not Covered:

- *Dental care and treatment (routine or non-routine) for Members ages nineteen (19) and older including but not limited to: natural Teeth replacements; extraction of wisdom teeth; hospitalization for extraction of teeth; dental x-rays or dental appliances; shortening of the mandible or maxillae for cosmetic purposes; services and supplies related to ridge augmentation, implantology, and preventive vestibuloplasty;*
- *Dental services not specifically listed as Covered Services.*
- *Services determined to be cosmetic by Sanford Health Plan; or*

Section 3(g) Out-of-Network Benefits

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This Certificate of Coverage does not cover any Out-of-Network services unless:

- **There is an emergency or urgent care situation; or**
- **Prior Authorization is granted (See Services requiring Certification in Section 2)**

The Member is responsible for all costs associated with Out-Of-Network Services unless the above conditions are met.

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“Out-of-Network” means services that do not fit the definition of “In-Network” Coverage as set forth in Section 2.

Services considered to be **Out-of-Network** are those:

1. from Non-Participating Practitioners and/or Providers when Sanford Health Plan has not authorized the referral;
2. from a Participating Practitioner and/or Provider that is not “In-Network” when Sanford Health Plan has not authorized the referral;
3. from a Participating Practitioner and/or Provider outside of the Sanford Health Plan Service Area when the Member is traveling outside of the covered service area for the purpose of receiving such services and;
4. an In-Network Participating Practitioner and/or Provider has not recommended the referral; and
5. Sanford Health Plan has not authorized the referral to a Participating Practitioner and/or Provider outside of Sanford Health Plan’s Service Area.

When you obtain non-emergency medical treatment from a Non-Participating Practitioner and/or Provider or from a Participating Provider who is not In-Network, without authorization from us, you are responsible for all costs.

Section 4. Limited and Non-Covered Services

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: acupressure, acupuncture, massage therapy unless covered per Sanford Health Plan guidelines under WHCRA for mastectomy/lymphedema treatment, naturopathy, homeopathy, holistic medicine, hypnotism, hypnotherapy, hypnotic anesthesia, sleep therapy (except for treatment of obstructive apnea), 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. Charges for duplicating and obtaining medical records from *Non-Participating Providers* unless requested by Sanford Health Plan
6. Charges for sales tax, mailing, interest and delivery
7. Charges for services determined to be duplicate services
8. 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
9. Charges that exceed the Maximum Allowed Amount for Non-Participating Providers
10. Complications from a non-covered or denied procedure or service
11. Cosmetic Services and/or supplies to repair or reshape a body structure not Medically Necessary and/or primarily for the improvement of a Member's appearance or psychological well-being or self-esteem, 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
12. Education Programs or Tutoring Services (not specifically defined elsewhere) including, but not limited to, education on self-care or home management
13. Elective health services received outside of the United States.
14. 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.
15. Food items for medical nutrition therapy, except the treatment of Phenylketonuria (PKU) or for amino acid-based elemental oral formulas per Sanford Health Plan guidelines
16. Genetic testing, other than as prior authorized as meeting Medical Necessity criteria per Sanford Health Plan guidelines
17. 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 be treated by that Provider provided they are acting within the scope of their practice. The Member may also 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
18. Health Care Services prohibited state or federal rule, law, or regulation
19. Health Care Services provided by a Non-Participating Practitioner and/or Provider or a Participating Practitioner and/or Provider that is not "In-Network" unless there is an emergency or urgent care situation or Prior Authorization is granted.
20. Health Care Services provided either before the effective date of the Member's coverage or after the Member's coverage is terminated, except for inpatient hospital stays when an individual is admitted prior to coverage and the previous carrier is liable under MNAR 2755.0400.
21. Health Care Services received from a Non-Participating Provider, unless otherwise specified in this Contract.
22. 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 or no coverage is provided by these institutions
23. 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.
24. Health Care Services that are the responsibility of a Third-Party Payor
25. Health Care Services that Sanford Health Plan determines are not Medically Necessary
26. 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
27. Lifestyle Improvement Services, such as physical fitness programs, health or weight loss clubs or clinics
28. Liposuction, gastric balloons, or wiring of the jaw (unless otherwise related to a covered injury or illness)
29. Never Events, Avoidable Hospital Conditions, or Serious Reportable Events. Participating Providers are not permitted to bill Members for

services related to such events.

30. Removal of skintags
31. Services by a vocational residential rehabilitation center, a community reentry program, halfway house or group home, per Sanford Health Plan guidelines
32. 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.
33. 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
34. Services that are not Health Care Services
35. Services that are the responsibility of a Third Party Payor or are not billable to health insurance
36. Services to assist in activities of daily living
37. 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, is not covered.
38. Subsequent surgeries related to an initial covered surgery or medical condition when no tangible evidence of Medical Necessity or improved quality of life exists
39. Therapy and service animals, including those used for emotional or anxiety support
40. Voluntary or involuntary drug testing unless a part of a Plan approved treatment plan

Services covered by other payors

The following are excluded from coverage:

1. Health 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.

This Contract is not issued in lieu of nor does it affect any requirements for coverage by Workers' Compensation. This Contract contains a limitation, which states that health services for injuries or sickness, which are job, employment or work related for which benefits are paid under any Workers' Compensation or Occupational Disease Act or Law, are excluded from coverage under the Contract. However, if benefits are paid by Sanford Health Plan, 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 will consent to reimburse Sanford Health Plan the full amount of the reasonable costs when entering into any settlement and compromise agreement, or at any Workers' Compensation Division Hearing. 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 under this Certificate or Coverage, whether or not such claims are disputed by the Workers' Compensation insurer, without the express written agreement of Sanford Health 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 to this Contract. If the benefits subject to this provision are paid, Sanford Health Plan may exercise its Rights of Subrogation.

Services and payments that are the responsibility of Member

1. Out-of-pocket costs, including Copays, Deductibles, and Coinsurance are the responsibility of the Member in accordance with the attached Summary of Benefits and Coverage and Summary of Pharmacy Benefits. 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 not legally, or as customary practice, required to pay in the absence of a Group health plan or other coverage arrangement

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 Providers, 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 that 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 Member 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 Out-of-Network Non-Participating Practitioner and/or Providers. Because of this, this Certificate of Coverage does not cover any costs associated with their services. As Members with no Out-of-Network benefits, any services received Out-of-Network (as defined in Section 3(g)) are the sole responsibility of the Member.

Health Care Services Received Outside of the United States

In an Emergency, the Contract covers services that are Medically Necessary and received in a foreign country. For emergent and urgent conditions when travel back to the Service Area for treatment is not possible, treatment is 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.

Timeframe for Payment of Claims

The payment for reimbursement of the Member's costs will be made within thirty (30) days of when Sanford Health Plan receives a complete written claim with all required supporting information.

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.

Section 6. Coordination of Benefits

If a Member is covered by another health plan, insurance, or other coverage arrangement, the plans and/or insurance companies will share or allocate the costs of the Member's health care by a process called "Coordination of Benefits" so that the same care is not paid for twice.

The Member has two obligations concerning Coordination of Benefits ("COB"):

1. The Member must tell Sanford Health Plan about any other plans or insurance that cover health care for the Member; and

The Member must cooperate with Sanford Health Plan by providing any information requested by Sanford Health Plan. The rest of the provisions under this Section explain how COB works.

Applicability

This Coordination of Benefits (COB) provision applies to this Plan when a Member has health care coverage under more than one plan. "Plan" and "this Plan" are defined below.

If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of this Plan are determined before or after those of another plan. The benefits of this Plan:

1. shall not be reduced when, under the order of benefit determination rules, Sanford Health Plan determines its benefits before another plan; but
2. may be reduced when, under the order of benefits determination rules, another plan determines its benefits first.

The above reduction is described in the Section below entitled: "*Effect of COB on the Benefits of this Plan.*"

Definitions (for COB Purposes Only)

1. **"Plan"** is any of the following which provides benefits or services for, or because of, medical or dental care or treatment:
 - a. Group insurance or Group-type coverage, whether insured or uninsured. This includes prepayment, group practice or individual practice coverage. It also includes medical benefits coverage in Group, Group-type, and individual automobile "no-fault" and traditional automobile "fault" type contracts.
 - b. "Plan" may include coverage under a governmental plan, or coverage required or provided by law. This does not include a state plan under Medicaid (Title MX, Grants to States for Medical Assistance Programs, of the United States Social Security Act (42 U.S.C.A. 301, et seq.), as amended from time to time).Each contract or other arrangement for coverage under (a) or (b) is a separate plan. Also, if an arrangement has two (2) parts and COB rules apply only to one of the two, each of the parts is a separate plan.
2. **"This Plan"** refers to this Certificate, which provides benefits for health care expenses.
3. **"Primary Plan/Secondary Plan"**: The order of benefit determination rules state whether this Plan is a Primary Plan or Secondary Plan as to another plan covering the Member and covered Dependents.
 - a. When this Plan is a Primary Plan, its benefits are determined before those of the other plan and without considering the other plan's benefits.
 - b. When this Plan is a Secondary Plan, its benefits are determined after those of the other plan and may be reduced because of the other plan's benefits.
 - c. When there are more than two (2) plans covering the Member, this Plan may be a Primary Plan as to one or more other plans, and may be a Secondary Plan as to a different plan or plans.
4. **"Allowable Expense"** means a necessary, reasonable and customary health care service or expense including Deductibles, Coinsurance, or Copays, that is covered in full or in part by one or more plans covering the person for whom the claim is made. If a plan provides benefits in the form of services, the reasonable cash value of each service is considered an allowable expense and a benefit paid. An expense or service or a portion of an expense or service that is not covered by any of the plans is not an allowable expense. Expenses that are not allowable include the following:
 - a. The difference between the cost of a private Hospital room and the cost of a semi-private Hospital room (unless the Member's stay in a private Hospital room is Medically Necessary either in terms of generally accepted medical practice, or as specifically defined by the Plan) is not an allowable expense;
 - b. If a person is covered by two or more plans (excluding Medicare, see "*Coordination of Benefits with Medicare*" Section below) that compute the benefit payments on the basis of reasonable costs, any amount in excess of the highest of the reasonable costs for a specified benefit is not an allowable expense;
 - c. If a person is covered by two or more plans (excluding Medicare, see "*Coordination of Benefits with Medicare*" Section below) that provide benefits or services on the basis of negotiated fees, any amount in excess of the highest of the negotiated fees is not an allowable expense;
 - d. If a person is covered by one plan that calculates its benefits or services on the basis of reasonable costs and another plan that provides its benefits or services on the basis of negotiated fees, the primary plan's payment arrangement shall be allowable expense for all plans; or

- e. When benefits are reduced under a Primary Plan because a Member does not comply with the Plan provisions, the amount of such reduction will not be considered an allowable expense. Examples of such provisions are those related to second surgical opinions, Certification for admissions or because the person has a lower benefit because the person did not use a preferred Practitioner and/or Provider.
- 5. **“Claim”** means a request that benefits of a plan be provided or paid in the form of services (including supplies), payment for all or portion of the expenses incurred, or an indemnification.
- 6. **“Claim Determination Period”** means a Calendar Year over which allowable expenses are compared with total benefits payable in the absence of COB to determine if overinsurance exists. However, it does not include any part of a year during which a person has no coverage under this Plan, or any part of a year before the date this COB provision, or similar provision, takes effect.
- 7. **“Closed Panel Plan”** is a plan that provides health benefits to Members primarily in the form of services through a panel of Practitioner and/or Providers that have contracted with or are employed by the Plan, and that limits or excludes benefits for services provided by other Practitioner and/or Providers, except in cases of emergency or Plan authorized referral by an In-Network Participating Practitioner and/or Provider Participating Provider.
 - a. **“Custodial Parent”** means a parent awarded custody by a court decree. In the absence of a court decree, it is the parent with whom the child resides more than one half of the Calendar Year without regard to any temporary visitation.

Order of Benefit Determination Rules

- 1. **General.** When two or more plans pay benefits, the rules for determining the order of payment is as follows:
 - a. The primary plan pays or provides benefits as if the secondary plan or plans did not exist.
 - b. If the primary plan is a closed panel plan and the secondary plan is not a closed panel plan, the secondary plan shall pay or provide benefits as if it were the primary plan when a covered person uses a non-panel provider, except for emergency services or authorized referrals that are paid or provided by the primary plan;
 - c. If a person is covered by more than one secondary plan, this order of benefit determination provisions decide the order in which secondary plans benefits are determined in relation to each other. Each secondary plan shall take into consideration the benefits of any primary plan and the benefits of any other plan, which has its benefits determined before those of that secondary plan;
 - d. Coverage that is obtained by virtue of membership in a group and designed to supplement a part of a basic package of benefits may provide that the supplementary coverage shall be excess to any other parts of the plan provided by the Certificate 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.
- 2. **Rules.** This Plan determines its order of benefits using the first of the following rules which applies:
 - a. **Non-Dependent/Dependent.** The plan which covers the person as a Group Member, Member, or Subscriber (that is, other than as a Dependent) are determined before those of the plan which covers the person as a Dependent. However, if the person is also a Medicare beneficiary, Medicare is:
 - i. secondary to the Plan covering the person as a Dependent; and
 - ii. primary to the Plan covering the person as other than a Dependent, for example a retired Group Member; then the order of benefits between the two plans is reversed so that the plan covering the person as a Group Member, Member, or Subscriber is secondary and the other plan is primary.
 - b. **Child Covered Under More Than One Plan.** The order of benefits when a child is covered by more than one plan is:
 - i. The primary plan is the plan of the parent whose birthday is earlier in the year if:
 - a) The parents are married;
 - b) The parents are not separated (whether or not they have been married); or
 - c) A court decree awards joint custody without specifying that one party has the responsibility to provide health care coverage.
 - ii. If both parents have the same birthday, the plan that covered either of the parents longer is primary.
 - iii. If the specific terms of a court decree state that one of the parents is responsible for the 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 claim determination periods or plan years commencing after the Plan is given notice of the court decree.
 - iv. If the parents are not married, or are separated (whether or not they ever have been married) or are divorced, the order of benefits is:
 - a) The plan of the custodial parent;
 - b) The plan of the Spouse of the custodial parent;
 - c) The plan of the noncustodial parent; and then
 - d) The plan of the Spouse of the noncustodial parent.

- c. **Active/Inactive Group Member.** The benefit of a plan, which covers a person as a Group Member who is neither laid off nor retired (or as that Group Member's Dependent), is primary. If the other plan does not have this rule, and if as a result the plans do not agree on the order of benefits, this rule is ignored. Coverage provided to an individual as a retired worker and as a Dependent of an actively working Spouse will be determined under Rule 2(a) above.
- d. **Continuation Coverage.** If a person whose coverage is provided under a right of continuation pursuant to a federal or state law also is covered under another plan, the following shall be the order of benefit determination:
 - i. **Primary:** the benefits of a plan covering the person as a Group Member, Member or Subscriber (or as that person's Dependent);
 - ii. **Secondary:** the benefits under the continuation coverage.
 - iii. If **none** of the above rules determines the order of benefits, the benefits of the plan, which covered a Group Member, Member or Subscriber longer, is primary.
- e. If the preceding rules do not determine the primary plan, the allowable expenses shall be shared equally between the plans meeting the definition of plan under this regulation. In addition, this plan will not pay more than it would have paid had it been primary.

Effect of COB on the Benefits of this Plan

1. **When This Section Applies.** This Section applies when, in accordance with the "*Order of Benefit Determination Rules*," Section above, this Plan is a Secondary Plan as to one or more other plans. In that event, the benefits of this Plan may be reduced under this Section. Such other plan or plans are referred to as "the other plans" below.
2. **Reduction in this Plan's Benefits.** The benefits of this Plan will be reduced when the sum of:
 - a. the benefits that would be payable for the Allowable Expense under this Plan in the absence of this COB provision; and
 - b. the benefits that would be payable for the Allowable Expenses under the other plans, in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made, exceeds those Allowable Expenses in a Claim Determination Period. In that case, the benefits of this Plan will be reduced so that they and the benefits payable under the other plans do not total more than 100% of those Allowable Expenses.
 - c. If a Member is enrolled in two (2) or more closed panel plans, and if, for any reason, including the provision of services by a Non-Participating Provider, benefits are not payable by one closed panel plan; COB shall not apply between this Plan and any other closed panel plans.

When the benefits of this Plan are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of this Plan.
3. **Plan's Right to Receive and Release Needed Information.** Certain facts are needed to apply these COB rules. The Plan has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. The Plan need not tell, or get the consent of any person to do this. Each person claiming benefits under this Plan must give the Plan any facts it needs to pay the claim.
4. **Facility of Payment.** A payment made under another plan may include an amount that should have been paid under this Plan. If it does, the Plan may pay that amount to the organization that made that payment. That amount will then be treated as though it was a benefit paid under this Plan. The Plan will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.
5. **Right of Recovery.** If the amount of the payments made by the Plan is more than it should have paid under this COB provision, it may recover the excess from one or more of:
 - a. the persons it has paid or for whom it has paid;
 - b. insurance companies; or
 - c. other organizations.

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 Sanford Health 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 Plan; or
 - b. providing benefits under the Plan.
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 Parts A and B regardless of whether the person was enrolled under any of these parts. Sanford Health Plan reserves the right to coordinate benefits with respect to Medicare Part D. Sanford Health Plan 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 Plan and is eligible for insurance under Medicare, Parts A and 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 Plan 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 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 health care professional will generally file the claim with us. If a professional 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 this 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 coverage under this Certificate is the primary payer for a Member’s claims:

- a. If you're under 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 health care professionals of the covered charges. If there are remaining charges covered by Medicare, the health care professional 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 has 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 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.

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 Health Plan will honor any subrogation rights the State may have with respect to benefits that are payable under this Certificate.

When an individual covered by Medicaid also has coverage under this Certificate, 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 Member's 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 this Certificate, 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 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.

Section 7. Subrogation and Right of Reimbursement

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 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 6 and 7.

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 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 reasonable cost 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 reasonable costs of the benefits provided to the Member. Regardless of any such arrangement, when a Member receives a benefit under the Certificate for an illness or injury, Sanford Health Plan is subrogated to the Member’s right to recover the reasonable costs 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. However, this right applies only after the Member has received a full recovery from another source, and Sanford Health Plan’s subrogation right is subject to subtraction for actual monies paid to account for the pro rata share of the covered person’s costs, disbursements, and reasonable attorney fees, and other expenses incurred in obtaining the recovery from another source unless the health carrier is separately represented by an attorney. If Sanford Health Plan is separately represented by an attorney, Sanford Health Plan and the Member, by their attorneys, may enter into an agreement regarding allocation of the covered person’s costs, disbursements, and reasonable attorney fees and other expenses. If Sanford Health Plan and the Member cannot reach agreement on allocation, Sanford Health Plan and the Member shall submit the matter to binding arbitration.

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 this Contract. This includes Sanford Health Plan’s right to bring suit against the third party in the Member’s name.

Sanford Health 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 This 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. 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 the administration of this Part shall be responsible for the Maximum Allowed Amount for services and may be subject to legal costs incurred by Sanford Health Plan to enforce its rights under this section, as permitted by State laws. 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 This Contract.

Separation of Funds

Benefits paid by Sanford Health Plan, funds recovered by the Covered Individual(s), and funds held in trust over which Sanford Health 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 Sanford Health Plan's equitable lien, the funds over which Sanford Health Plan has a lien, or Sanford Health 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.

Section 8. How Coverage Ends

Termination by the Subscriber

Upon a qualifying event, 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 of Member Coverage

A Member, retiree, or Dependent'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.

1. **Failure to Pay Service Charge Payments.** Failure to make any required Service Charge Payments when due. 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 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 the Member is no longer an Eligible Group Member 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 date a Member allows another individual to use his or her ID card to obtain services, as the use of a Member's ID Card by someone other than the Member constitutes fraud.
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 ninety (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 Minnesota provided that Sanford Health Plan provides the Group and all Group Members and the Minnesota Department of Insurance with written notice of the discontinuance at least one-hundred-eighty (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 Minnesota 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.**

NOTE:

Sanford Health Plan must notify all covered persons of the termination at least 30 days before the effective termination date for the termination to be effective.

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."

Member Appeal of Termination

A Member may appeal the decision to terminate, cancel, or refuse to renew the Member's coverage. The appeal will be considered a Member Complaint and Sanford Health Plan's Member Appeal Procedures will govern the appeal process.

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 for Concurrent Care*" provisions in Section 10. If the final decision on the appeal is 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 to file a Complaint or Appeal.

Notice of Group Termination of Coverage

Termination due to Non-Renewal

The Group will give thirty (30) days written notice of termination to Members. For purposes of this Certificate, "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 as 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.

Termination due to Non-Payment of Premiums

If an employer fails to submit Premium payment to Sanford Health Plan resulting in loss of coverage to Members, switches plans or cancels the coverage, Sanford Health Plan will give Members in the Group thirty (30) days notices of the terminations. The effective date of the notice shall not be less than thirty (30) days after the notice date and shall clearly state the cancellation date which shall be no more than sixty (60) days prior to the effective date of the notice

Section 9. Options After Coverage Ends

Minnesota State Laws Governing Continuation of Coverage Provisions

1. Break in Marital Relationship

Should termination of coverage for a spouse and or any covered Dependent(s) under the policy occur solely as a result of a break in the marital relationship, continuation of coverage is permitted under the policy for the insured's former spouse and Eligible Dependent(s) upon entry of a valid decree of dissolution of marriage, pursuant to Minnesota §62A.21. The coverage shall be continued until the earlier of the following dates:

- a. the date the insured's former spouse becomes covered under any other group health plan; or
- b. the date coverage would otherwise terminate under the policy.

Any required premium contributions for the coverage shall be paid by the insured on a monthly basis to the group policyholder for remittance to the insurer. Upon request, the group policyholder must provide the insured with written verification from the insurer of the cost of this coverage promptly at the time of eligibility for this coverage and at any time during the continuation period. In no event shall the amount of premium charged exceed 102% of the cost to the Plan for such period of coverage for other similarly situated Spouses and Eligible Dependent(s) covered under the policy with respect to whom the marital relationship has not dissolved, without regard to whether such cost is paid by the employer or employee.

Upon request by the insured's former spouse or Dependent Child, the Plan will provide instructions necessary to enable the child or former spouse to elect continuation of coverage.

2. Continuation of Benefits to Survivors

Except upon the written consent of the survivor or survivors of the deceased insured, subscriber, or Member, pursuant to Minnesota §62A.146, the Plan will not terminate, suspend, or otherwise restrict the participation in or the receipt of benefits otherwise payable under this Certificate to the survivor or survivors until the earlier of the following dates:

- a. the date the surviving spouse becomes covered under another group health plan; or
- b. the date coverage would have terminated under the Plan had the insured, subscriber, or Member lived.

The survivor or survivors, in order to have the coverage and benefits extended, may be required to pay the entire cost of the protection on a monthly basis. Upon request, the group policyholder is required to provide the insured, Subscriber, or Member with written verification from the insurer of the cost of this coverage promptly at the time of eligibility for this coverage and at any time during the continuation period. In no event shall the amount of premium or fee contributions charged exceed 102% of the cost to the plan for such period of coverage for other similarly situated Spouses and Eligible Dependent(s) covered under the policy who are not the survivors of a deceased insured, without regard to whether such cost is paid by the employer or employee. Any required premium or fee contributions for the coverage shall be paid by the survivor to the Group for remittance to Sanford Health Plan.

3. Failure to Pay Premiums and Termination of Coverage

Failure of the survivor to make premium or fee payments within ninety (90) days after notice of the requirement to pay the premiums or fees shall be a basis for the termination of the coverage without written consent. In event of termination by reason of the survivor's failure to make required premium or fee contributions, written notice of cancellation will be mailed to the survivor's last known address at least thirty (30) days before the cancellation.

4. Continuation of Benefits For Disabled Employees and Covered Dependents

Pursuant to Minnesota §62A.148, any covered employee who becomes totally disabled while employed by the employer solely on account of absence caused by such total disability shall not have benefits under this Certificate terminated, suspended, or otherwise be restricted in the participation in or the receipt of benefits otherwise payable. This includes coverage of any Dependent(s) of the covered employee. If the employee is required to pay all or any part of the premium for the extension of coverage, payment shall be made to the employer, by the employee.

Federal Continuation of Coverage Provisions ("COBRA") for Employer Groups with Twenty (20) or More Employees

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 Sanford

Health 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 Dependent 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 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 60th 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 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 for coverage 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 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. If the employer is administering your COBRA coverage, to elect continuation you must call your employer. You can review your summary plan description or contact your employer to determine the COBRA administrator.

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 (30) 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 participant 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.

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 your employer Customer Service 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. (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.

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 Or contact your employer.

Section 10 Problem Resolution

Member Appeal Procedures

Sanford Health Plan makes decisions in a timely manner to accommodate the clinical urgency of the situation and to minimize any disruption in the provision of health care. Benefits under this Certificate of Coverage will be paid only if Sanford Health Plan decides, at Sanford Health Plan's discretion, that the applicant is entitled to them.

Claims for benefits under this Certificate of Coverage can be post-service, pre-service, or concurrent. This Section of your Summary Plan Description explains how you can file a complaint regarding services provided by Sanford Health Plan; or appeal a partial or complete denial of a claim. The appeal procedures outlined below are designed to comply with the requirements of the Employee Retirement Income Security Act of 1974(ERISA).

For information on medication/drug Formulary exception requests, see Section 4, *Pharmaceutical Review Requests and Exception to the Formulary Process*.

The following parties may request a review of any Adverse Determination by Sanford Health Plan: the Member and/or legal guardian; a health care Practitioner and/or Provider with knowledge of the Member's medical condition; an Authorized Representative of the Member; and/or an attorney representing the Member or the Member's estate.

NOTE: The Member or his/her legal guardian may designate in writing to Sanford Health Plan an Authorized Representative to act on his/her behalf. In cases where the Member wishes to exercise this right, a written designation of representation from the Member should accompany a Member's complaint or request to Appeal an Adverse Determination. See *Designating an Authorized Representative* below for further details. For urgent (expedited) appeals, written designation of an Authorized Representative is not required.

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.

Spanish (Español): Para obtener asistencia en Español, llame al (855) 857-4426 (*toll-free*). Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa (800) 892-0675 (*toll-free*). Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 (800) 892-0675 (*toll-free*). Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' (800) 892-0675 (*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.

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 or logging into your account at 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	10 business days	30 Days
Extension for Initial Plan Determinations	NONE	10 business days	15 Days
Additional Information Request (Plan)	24 Hours	10 business days	30 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	30 Days
Request for External Appeal (Member)	N/A	6 months	6 Months
External Appeal Determinations	72 Hours	40 Days	40 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 or health insurance coverage;
2. A determination that a benefit is not a Covered Benefit;
3. 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 policy and deny claims.

Appeal: Request to change a previous Adverse Determination made by Sanford Health Plan.

Inquiry: A telephone call regarding eligibility, coverage interpretation, policies and procedures, or plan 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 which has been submitted by a complainant and which is not under litigation. 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.

Authorized Representative: 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 attending health care professional if the Member's plan requires that a request for a benefit under the plan be initiated by the health care professional.

Expedited Review Request: When a condition is emergent or urgent in nature, as defined in this Certificate, an expedited review can be requested. An Expedited Review will be utilized if the attending health care professional believes that an expedited review is warranted (per MN Statute 62M.05 subd. 3b).

External Review Request: A request for an Independent, External Review of an adverse determination made by Sanford Health Plan through its External Review process.

Utilization Review: Means the evaluation of the necessity, appropriateness, and facilities used by a Member for the purpose of determining Medical Necessity of the service or admission.

Types of Adverse Determinations (Denials)

1. **Benefits Adverse Determination** – a denial that is specifically excluded from the Member's benefits package and is not considered Medically Necessary.
2. **Medical Necessity Adverse Determination** – a denial of health care of services that could be considered a covered benefit depending on the circumstances, as defined in this Certificate.
3. **Claims Adverse Determination** – denials based on timely and accurate filing of claims and failure to request Prior Authorization of services for Out-of-Network services.

Complaint Procedures

A Member, or his or her authorized representative, has the right to file a Complaint either by telephone or in writing to 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 can be reached at (877) 652-8544.

Oral Complaints

A complainant may orally submit a Complaint to Customer Service. If the oral Complaint is not resolved to the complainant's satisfaction within ten (10) calendar days of receipt of the Complaint, we will provide a Complaint form to the complainant, which must be completed and returned to the Appeals and Complaints Department for further consideration. Customer Service will offer to provide assistance in completing the Complaint form, and sending it to the Member for signature.

Written Complaints

A complainant can seek further review of a Complaint not resolved by phone by submitting a written Complaint form. A Member, or his/her Authorized Representative, may send the completed Complaint form, including comments, documents, records and other information relating to the Complaint, the reasons they believe they are entitled to benefits and any other supporting documents to:

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

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

The Appeals and Complaints Department will resolve the complaint and notify the complainant within ten (10) calendar days upon receipt of the Complaint form, unless the Complaint has been resolved to the complainant's satisfaction within those ten (10) calendar 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 document the substance of the Complaint and complete a full investigation and review.

They will notify the complainant of Sanford Health Plan's decision and any actions taken in accordance with the following timelines:

- 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 we receive your complaint.
- In certain circumstances, regarding non-clinical appeals, the time period may be extended by up to fourteen (14) days upon agreement for complaints other than those based on discrimination. In such cases, we will notify the complainant in advance, of the reasons for the extension. We will issue and carry out the determination no later than the date on which the extension expires.

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 the 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 at (877) 652-8544.

At any time for any reason, the complainant may also file a Complaint with the Commissioner of Health, either in writing or by calling (651) 201-5100, or toll-free (800) 657-3916.

All notifications described above will comply with applicable state and federal laws. A complete description of your Appeal rights and the Appeal process will be included in your written response.

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

Appeal Procedures

Types of Appeals

Types of appeals include:

- A **Pre-service appeal** is a request to change an Adverse Determination that Sanford Health Plan approved 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 Appeal** is a request to change a previous Adverse Determination made by Sanford Health Plan for an Expedited Care Request. Per MN Statute 62M.06 subd. 2a, when an initial determination not to certify a health care service is made prior to, or during, an ongoing service requiring review, and the attending health care professional believes that the determination warrants an Expedited Appeal, the plan shall make a determination as expeditiously as the Member's medical condition requires, but no later than seventy-two (72) hours after receiving the Expedited Appeal. Notification will be provided by telephone and in writing.

Continued Coverage for Concurrent Care:

A Member is entitled to continued coverage for concurrent care pending the outcome of the appeals process until:

1. The end of the approved treatment period, or
2. Determination of the appeal, subject to regulatory and contractual obligations.

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 we indicate authorization (Certification) by use of a number, the number must be called the "Authorization Number."

Internal Appeals of Adverse Determinations (Denials)

Filing an Appeal

When a notice of an Adverse Determination is sent to a Member, the Member, the Member's Authorized Representative (as designated in writing by the Member)*, and/or the Member's Practitioner/Provider may file an Appeal with Sanford Health Plan requesting a review of the Adverse Determination. An *Appeal Filing Form* is included with any Adverse Determination sent by Sanford Health Plan, and may also be requested by calling the Appeals and Complaints Department or logging in at www.sanfordhealthplan.com/memberlogin.

An Appeal may be filed orally or in writing. Filing an Appeal may be done in the following ways:

1. Call Sanford Health Plan at (877) 652-8544 | TTY/TDD: (877) 652-1844 (*toll-free*). For assistance in a language other than English, see *Language Services* at the beginning of this Section.
2. Send a written Appeal to the following address:
Sanford Health Plan
ATTN: Appeals and
Complaints
Department
PO Box 91110,
Sioux Falls, SD 57109-1110

NOTE: Using the *Appeal Filing Form* is optional. Written Appeals may be filed in a manner that best accommodates the Member.

3. Fax a written Appeal to (605) 328-6819, ATTN:

* **NOTE:** When, due to a medical reason, an initial determination is made not to cover a health care service prior to or during an ongoing service, an Appeal must be submitted by the Member or Member's Authorized Representative following the written notice of the initial adverse determination. (There is no filing deadline in Minnesota.) The Member or 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 Appeal.

Standard Pre-Service Appeal (for utilization review of a medical determination)

If the Member or a Member's Authorized Representative Appeals an adverse determination, Members do not have the right to attend or have a representative attend the review, but Members are entitled to:

1. Send written comments, documents, records and other material relating to the request; and
2. Receive reasonable access to documents, records and other information relevant to the request, free of charge.
3. Confirm whether additional information will be provided for appeal review. We will document if additional information is provided or no new information is provided for appeal review.

Full and thorough investigation of the substance of the Appeal, including any aspects of clinical care, will be coordinated by the Appeals and Complaints Department Manager. The review shall not afford deference to the initial Adverse Determination and shall be conducted by a person who was not involved in the initial adverse determination or the subordinate of any person involved in the initial adverse determination. For

Medical Necessity reviews only, a Practitioner in the same or similar specialty that typically treats the medical condition, performs the procedure, or provides the treatment will review the Appeal. We will document the substance of the Appeal, including but not limited to, the Member's reason for appealing the previous decision and additional clinical or other information provided with the appeal request. Sanford Health Plan will also document any actions taken, including but not limited to, previous denial or appeal history and follow-up activities associated with the denial and conducted before the current appeal.

Standard Post-Service Internal Appeal

If after the initial adverse determination review of a Post-service claim your request was denied, you or your Authorized Representative may submit a request for Appeal either in writing or by telephone. Additional information may be provided for appeal review. We will document if additional information is provided or no new information is provided for appeal review.

Written requests should include any relevant documents, issues, comments and additional information as appropriate and be sent to:

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

The Appeals and Complaints Department will provide the complainant with the option of either a written reconsideration, or for non-medical benefit determinations, a hearing (MN 62Q.70 Subd.2) before the Member Appeals Committee either in person or over the telephone. Hearings and written reconsideration shall include the receipt of testimony, correspondence, explanations, or other information from the complainant, staff persons, administrators, Practitioners, Providers, or other persons as deemed necessary for a fair appraisal and resolution of the Complaint. During your Appeal, upon your request we will provide you, free of charge, reasonable access to all documents, records and other information relevant to your Appeal.

Full and thorough investigation of the substance of the Appeal, including any aspects of clinical care, will be coordinated by the Appeals and Complaints Department Manager. The review shall not afford deference to the initial Adverse Determination and shall be conducted by a person who was not involved in the initial determination or the subordinate of any person involved in the initial determination. For Medical Necessity reviews only, a Practitioner in the same or similar specialty that typically treats the medical condition, performs the procedure, or provides the treatment will review the Appeal. Appeals concerning non-clinical issues will be reviewed by the Appeals and Complaints Department, or designee, in accordance with the Plan policy. We will document the substance of the Appeal, including but not limited to, the Member's reason for appealing the previous decision and additional clinical or other information provided with the appeal request. Sanford Health Plan will also document any actions taken, including but not limited to, previous denial or appeal history and follow-up activities associated with the denial and conducted before the current appeal.

We will review your Appeal and written notice of the decision and all key findings will be given to the complainant within *thirty (30) calendar days* of the Appeals and Complaints Department's receipt of the complainant's written notice of Appeal. If a complainant Appeals by hearing, written notice of the decision and all key findings will be given to the complainant within *forty-five (45) calendar days* of the Appeals and Complaints Department's receipt of the complainant's written notice of Appeal.

Appeal Rights and Procedures

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

1. The Member shall have the opportunity to submit written comments, documents, records and other information relating to the claim for benefits. Members do not have the right to attend or have a representative attend the first level review.
2. The Member shall be provided, free of charge, with any new or additional evidence considered, relied upon, or generated by, or at the direction of, Sanford Health Plan in connection with the claim; and such evidence shall be provided as soon as possible and sufficiently in advance of the date on which the notice of final internal Adverse Determination is required to be provided to give the Member a reasonable opportunity to respond prior to that date. Members shall have the right to review all evidence and present evidence and testimony.
3. Before Sanford Health Plan can issue a final Adverse Determination based on a new or additional rationale, the Member must be provided, free of charge, with the rationale; the rationale must be provided as soon as possible and sufficiently in advance of the date on which the notice of Adverse Determination is required to be provided and give the Member a reasonable opportunity to respond prior to the date.
4. The Member shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Member's initial request.
5. The review shall take into account all comments, documents, records, and other information submitted by the Member relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.
6. Full and thorough investigation of the substance of the Appeal, including any aspects of clinical care involved, will be coordinated by the Appeals and Complaints Department Manager. We will document the substance of the Appeal and any actions taken.
7. The review shall not afford deference to the initial Adverse Determination and shall be conducted by a Sanford Health Plan representative who is neither the individual who made the Adverse Determination that is the subject of the appeal, nor the subordinate of such individual.
8. In deciding an appeal of any Adverse Determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug or other item is Experimental, Investigational, or not Medically Necessary or appropriate, Sanford Health Plan shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The health care Practitioner and/or Provider engaged for purposes of a consultation under this paragraph shall be an individual who is neither an individual who was consulted in connection with the Adverse Determination that is the subject of the appeal, nor the subordinate of any such individual.
9. Sanford Health Plan shall identify the medical or vocational experts whose advice was obtained on behalf of Sanford Health Plan in connection with a Member's Adverse Determination, without regard to whether the advice was relied upon in making the benefit request determination.
10. In order to ensure the independence and impartiality of the persons involved in making claim determinations and appeal decisions, all decisions regarding hiring, compensation, termination, promotion, or other similar matters with respect to any individual (such as a claims adjudicator or medical expert) shall not be made based upon the likelihood that the individual will support the denial of benefits.
11. The attending Practitioner and/or Provider and the Member will be made aware of their responsibility for submitting the documentation required for resolution of the Appeal within three (3) business days of receipt of the Appeal.
12. Sanford Health Plan will provide notice of any Adverse Determination in a manner consistent with applicable federal and state regulations.

Expedited Internal Appeal

An Expedited Appeal procedure is used when the Member's condition is emergent or urgent in nature, as defined in this Certificate. An Expedited Appeal of a Prior Authorization (Pre-service) Denial must be utilized if the Member or Practitioner acting on behalf of the Member believes that the request is warranted. This can be done by oral or written notification to Sanford Health Plan. We will accept all necessary information (electronic or by telephone) for review from the Practitioner of care. A designated Physician advisor will conduct the review and will be available to discuss the case with the attending Practitioner on request. For Medical Necessity reviews only, a Practitioner in the same or similar specialty that typically treats the medical condition, performs the procedure, or provides the treatment will review the request.

The determination will be made and provided to the Member and those Practitioners and/or Providers involved in the Appeal via telephone by the Utilization Management Department as expeditiously as the Member's medical condition requires but no later than within seventy-two (72) hours of receipt of the request. The Member and those Practitioners and/or Providers involved in the Appeal will receive written notification within three (3) calendar days of the telephone notification.

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.

Written Notification Process for Internal Appeals

The written decision for the Appeal reviews will contain the following information:

1. A complete summary of the review findings;
2. The titles and qualifications, including specialty, of the person or persons participating in the first level review process (Reviewer names are available upon request);
3. The specific reason for the decision in easily understandable language;
4. Reference to the evidence, benefit provision, guideline, and/or protocol used as the basis for the decision and notification that the Member on request can have a copy of the actual benefit provisions, guidelines, and protocols free of charge;
5. The relationship between the Member's diagnosis and the rationale for the reviewer's decision;
6. Notification the Member can receive, upon request and free of charge, reasonable access and copies of all documents, records and other information relevant to the Member's benefit request;
7. If the Appeal is based on Medical Necessity, notification and instructions on how the Practitioner can contact the Physician or appropriate reviewer to discuss the determination.
8. Notice of the Member's right to contact the Commissioner of Health either in writing, or by calling (651) 201-5100 | toll-free (800) 657-3916, or the Commission of Commerce regarding supplemental benefits at (651) 296-2488 | toll-free (800) 657-3602.
9. Notice of the Member's right to initiate the External Appeals process and the procedure for initiating the process. Final Denial letters 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 and contact information for the External Review.
10. 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.
11. A description of a Member's right to bring civil action under §502(a) of ERISA; and
12. If the Adverse Determination is completely overturned, the decision notice must state the decision and the date.

Independent, External Review of Final Adverse Determinations (Denials)

External Procedures for Adverse Determinations of Pharmaceutical Exception Requests

Sanford Health Plan follows all requirements for denials and appeals as it relates to any Adverse Determination when there has been a Medical Necessity determination based on pharmacy service, certification of non-covered medication or Formulary design issue. This applies to requests for coverage of non-covered medications, generic substitution, therapeutic interchanges and step-therapy protocols.

External Exception Review (Appeal) of a Standard Exception Request

- If Sanford Health Plan denies a request for a Standard Exception, the Member may request that the original exception request and subsequent denial of such request be reviewed by an Independent Review Organization. Please note that in most circumstances you must exhaust the internal complaint or appeal process prior to external review. However, you may proceed to external review without exhausting the internal complaint or appeal process if Sanford Health Plan is considered to have waived the exhaustion requirement by failing to substantially comply with any requirements including, but not limited to, time limits for internal complaints or appeals or you have applied for expedited external review at the same time you qualify for and have applied for an expedited internal review.
- Sanford Health Plan will make its determination on the External Exception Request and notify the Member or the Member's Authorized Representative, and the prescribing physician (or other prescriber, as appropriate) of its coverage determination no later than seventy-two (72) hours following our receipt of the request if the original request was a Standard Exception Request.
- If Sanford Health Plan grants an External Exception Review of a Standard Exception Request, we will provide coverage of the non-Formulary drug for the duration of the prescription.

External Exception Review (Appeal) of an Expedited Exception Request

- If Sanford Health Plan denies a request for an Expedited Exception, the Member may request that the original exception request and subsequent denial of such request be reviewed by an Independent Review Organization.
- Sanford Health Plan will make its determination on the External Exception Request and notify the Member or the Member's Authorized Representative, and the prescribing physician (or other prescriber, as appropriate) of its coverage determination no later than twenty-four (24) hours following our receipt of the request if the original request as an expedited exception.
- If Sanford Health Plan grants an External Exception Review of an Expedited Exception Request, we will provide coverage of the non-Formulary drug for the duration of the exigency.

Standard External Review Request Processes & Procedures

1. If your request is denied based on our Medical Necessity criteria, you have the right to request an External Review upon receiving notice of our decision on your request. If your request is denied for any other reason, you have the right to request External Review upon notice of our decision at the completion of the internal Appeal process.
2. To initiate the External Review process, you, or anyone acting on your behalf must complete an external review form and submit the written request to:
Minnesota Department of Health
Managed Care Systems Section PO
Box 64882
St. Paul, MN 55164-0882
651-201-5100 or 1-800-657-3916

Email: health.mcs@state.mn.us
3. The request for an independent, external review of final determinations must be filed within six (6) months of the date that the Adverse Determination was made.
4. This written request must be accompanied by a \$25 filing fee payable to Minnesota Department of Health. This fee may be waived by the Minnesota Department of Health in cases of financial hardship. Sanford Health Plan must participate in this External Review, and must pay the cost of the review which exceeds the \$25 filing fee.
5. Upon receipt of the request for External Review, the external reviewer must provide immediate notice of the review to the complainant and to Sanford Health Plan. Within ten (10) business days, the Member and Sanford Health Plan must provide their reviewer with any information they wish to be considered. The Member (who may be assisted or represented by a person of their choice) and Sanford Health Plan shall be given an opportunity to present their versions for the facts and arguments. Any aspect of the External Review involving medical determinations must be performed by a health care professional with expertise in the medical issue being reviewed.
6. An External Review must be made as soon as possible, but no later than forty (40) calendar days after receipt of the request for External Review. Prompt written notice of the decision and the reasons for it must be sent to the Member, the Commissioner of Health, and to Sanford Health Plan.
7. The results of the External Review are non-binding on the Member and binding on Sanford Health Plan. Sanford Health Plan may seek judicial review of the decision under certain circumstances.
8. Notification to Members about the Independent, External Appeal program includes a general communication to Members, at least annually, to announce the availability of the right to Independent, External Review.

For procedures, rights, and notification timelines related to an Appeal of Adverse Determination regarding pharmacy services, certification of a non-covered medication, or Formulary design issues, see *External Procedures for Adverse Determinations of Pharmaceutical Exception Requests* in this Section.

Expedited External Review Request Processes & Procedures

1. A Member or the Member's authorized representative may request an expedited external review of an adverse determination if the adverse determination involves an Expedited Care Request 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 's ability to regain maximum function; or
 - b. in the case of a request for Experimental or Investigational services, the treating Practitioner and/or Provider certifies, in writing, that the requested health care services or treatment would be significantly less effective if not promptly initiated.
2. An expedited external review is not provided for Retrospective Adverse Determinations.
3. Immediately upon receipt of the request from the Member or the Member's Representative, Sanford Health Plan 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, Sanford Health Plan will give oral notification to the Member or the Member's Representative.
4. Upon determination that the Expedited External Review request meets the reviewability requirements, Sanford Health Plan 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 the utilization review or internal Appeal process.
5. 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.
6. 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.
7. 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 Experimental or Investigational 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.
8. 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.

For procedures, rights, and notification timelines related to an Appeal of Adverse Determination regarding pharmacy services, certification of a non-covered medication, or Formulary design issues, see *External Procedures for Adverse Determinations of Pharmaceutical Exception Requests* in this Section.

Section 11. Definition of Terms

Ambulatory Surgical Center	A lawfully operated, public or private establishment that: a. Has an organized staff of Practitioners; b. Has permanent facilities that are equipped and operated mostly for performing surgery; c. Has continuous Practitioner services and Nursing Services when a Member is in the Facility; and d. Does not have services for an overnight stay.
Approved Clinical Trial	A phase I, II, III, or 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: a. A federally funded or approved trial; b. A clinical trial conducted under an FDA investigational new drug application; or c. A drug trial that is exempt from the requirement of an FDA investigational new drug application.
Authorized Representative	A person to whom a Member 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 Expedited Care Request, the term includes a health care professional with knowledge of the Member's medical condition.
Calendar Year	A period of one year which starts on January 1 st and ends December 31 st .
Case Management	A coordinated set of activities conducted for individual patient management of serious, complicated, protracted, or other health conditions.
Certificate	This Certificate of Coverage.
Certification	Certification is a determination by Sanford Health Plan that a 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.
Child Health Supervision Services	Pediatric preventive services, appropriate immunizations, developmental assessments, and laboratory services appropriate to the age of a child from birth to age six, and appropriate immunizations from ages six (6) to eighteen (18), as defined by Standards of Child Health Care issued by the American Academy of Pediatrics. Reimbursement must be made for at least five child health supervision visits from birth to twelve (12) months, three child health supervision visits from twelve (12) months to twenty-four (24) months, once a year from twenty-four (24) months to seventy-two (72) months.
Coinsurance	The percentage of charges to be paid by a Member for Covered Services after the Deductible has been met.
Concurrent Review	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.

[This] Contract or [The] Contract	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.
Copay	An amount that a Member must pay at the time the Member receives a Covered Service.
Covered Services	Those Health Care Services to which a Member is entitled under the terms of this Certificate.
Creditable/ Qualifying Coverage	<p>Benefits or coverage provided under:</p> <ul style="list-style-type: none"> a. A health benefit plan without regard to whether it is issued to a small employer and including blanket accident, sickness insurance, other than accident-only coverage, as defined in §62A.11; b. Medicare Part A or B; c. Medical assistance under Minnesota Statutes, Chapter 256B d. General assistance medical care under Minnesota Statutes, Chapter 256D; e. MCHA; f. MinnesotaCare plan established under Minnesota Statutes, Chapter 256.L02; g. Minnesota Employees Insurance Program (MEIP) and Public Employees Insurance Program (PEIP), provided under Minnesota Statutes, Chapter 43.A316, 43.A317, 43.A617; h. An employer-based health insurance plan or health benefit arrangement that provides benefits similar to or exceeding benefits provided under a health benefit plan; i. An individual health insurance policy; j. A Civilian Health and Medical Program of the Uniformed Services (CHAMPUS/TRICARE) or other covered provided under Chapter 55 of Title 10, United States Code; k. A health care network cooperative under Minnesota Statutes, Chapter 62R or health provider cooperative under Minnesota Statutes, Chapter 62R.17; l. A medical care program of the Indian Health Service or of a tribal organization; m. A state health benefits riskpool; n. A federal Employees Health Benefits Plan or other coverage provided under Chapter 89 of Title 5, U.S.C.; o. A public health plan; p. A health benefit plan under §5(e) of the Peace Corps Act (22 U.S.C. 2504)(e); q. A plan similar to any of the above plans provided in this state or in another state as determined by the Commissioner; r. Any plan established by the state, the United States government, or a foreign country, or any political subdivision of a state, the United States government or a foreign country that provides health coverage to individuals who are enrolled in the plan; or s. The State Children's Health Insurance Program (SCHIP).
Deductible	The amount that a Member must pay each Calendar Year before Sanford Health Plan will pay benefits for Covered Services.
Dependent	The Spouse and any Dependent Child of a Subscriber.

Dependent Child	<p>a. a Subscriber's child under age twenty-six (26).</p> <p>b. A Subscriber's child of any age who is disabled, incapable of self-sustaining employment by reason of developmental disability, mental illness or disorder, or physical disability, and chiefly dependent upon the Subscriber for support and maintenance, provided proof of such incapacity and dependency is furnished to Sanford Health Plan within 31 days of the child's attainment of the limiting age.</p> <p>c. Any other person whom state or federal law requires to be treated as a dependent for purposes of health plans.</p> <p>For the purpose of this definition, a child under age twenty-six (26) includes a child for whom the Subscriber or Subscriber's spouse has been appointed legal guardian and an adoptive child. A child also means a grandchild up to age twenty-five (25) that is financially dependent upon the Subscriber and resides with that grandparent continuously from birth.</p>
Eligible Dependent	Any Dependent who meets the specific eligibility requirements of the Group's health benefit plan.
Domiciliary Care	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 twenty-four (24) hour Facility or nursing care.
Eligible Group Member	Any Group Member who meets the specific eligibility requirements of the Group's health benefit plan.
Emergency Medical Condition	A health condition that requires immediate medical attention, if failure to provide medical attention would result in serious impairment to bodily functions or serious dysfunction of a bodily organ or part or would place the person's health in serious jeopardy.
Expedited Care Request [Review]	<p>A request for a health care service or course of treatment that is of an urgent nature, in which the standard time period for making a decision regarding the request:</p> <ol style="list-style-type: none"> 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.
ESRD	The federal End Stage Renal Disease program.
Expedited Appeal	An expedited review involving Expedited Care Requests for Adverse Determinations of Prospective (Pre-service) or Concurrent Reviews utilized if the Member, Practitioner, and/or Provider acting on behalf of the Member, believes that an expedited determination is warranted.

Experimental or Investigational Services	<p>A drug, device, medical treatment, diagnostic procedure, technology, or procedure that is experimental, investigative, or unproven (Minn. R. 4685.0100, subp 6a). Sanford Health Plan shall make its determination of experimental, investigative, or unproven based upon a preponderance of evidence after the examination of the following reliable evidence, none of which shall be determinative in and of itself (Minn. R. 4685.0700, subp. 4):</p> <ol style="list-style-type: none"> 1) whether there is final approval from the appropriate government regulatory agency, if approval is required; 2) whether there are consensus opinions and recommendations reported in relevant scientific and medical literature, peer-reviewed journals, or the reports of clinical trial committees and other technology assessment bodies; and 3) whether there are consensus opinions of national and local health care providers in the applicable specialty or subspecialty that typically manages the condition as determined by a survey or poll of a representative sampling of these providers.
Extension of Benefits	The continuation of coverage of a particular benefit provided under a group contract following termination with respect to a Member who is totally disabled on the date of termination.
Facility	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.
Formulary	A list of covered prescription drugs, both generic and brand name maintained by Sanford Health Plan and applicable to this Certificate of Coverage.
Grievance	A written complaint submitted in accordance with Sanford Health Plan's formal grievance procedure by or on behalf of the Member regarding any aspect of the Plan relative to the Member.
[The] Group	The entity that sponsors this health maintenance agreement as permitted by Minnesota state law under which the Group Member is eligible and applied for this Certificate.
Group Member	Any employee, sole proprietor, partner, director, officer or Member of the Group.
Health Care Services	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.
Hospital	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.

Hospitalization	A stay as an inpatient in a Hospital. Each “day” of Hospitalization includes a 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.
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.
In-Network Benefit Level	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.
In-Network Facility	A Facility (as defined above) considered “In-Network” by the terms of this Certificate of Coverage.
In-Network Pharmacy	A Pharmacy considered “In-Network” by the terms of this Certificate of Coverage.
In-Network Coverage	<p>In-Network Coverage means Covered Services that are either received:</p> <ol style="list-style-type: none"> 1. from an In-Network Participating Practitioner and/or Provider; or 2. from a Participating Practitioner and/or Provider if an In-Network Participating Provider and/or Provider has recommended the referral and Sanford Health Plan has authorized the referral to a Participating Practitioner and/or Provider ;or 3. when experiencing an Emergency Medical Condition or in an Urgent Care Situation; or 4. from a Non-Participating Practitioner and/or Provider when the Member does not have appropriate access to an In-Network Participating Practitioner and/or Provider and Sanford Health Plan has authorized the service.
In-Network Facility	A Facility (as defined above) considered “In-Network” by the terms of this Certificate of Coverage.
In-Network Pharmacy	A Pharmacy considered “In-Network” by the terms of this Certificate of Coverage.
In-Network Participating Practitioner and/or Provider	A Participating Practitioner and/or Provider that is considered “In-Network” by the terms of this Certificate of Coverage.
Intensive Outpatient Program (IOP)	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.

Intermediate Care	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.
Long-Term Residential Care	The provision of long-term diagnostic or therapeutic services (i.e., assistance or supervision in managing basic day-to-day activities and responsibilities) to Members with physical, mental health and/or substance use disorders. Care may be provided in a long-term residential environment known as a transitional living Facility; on an individual, group, and/or family basis; generally provided for persons with a lifelong disabling condition(s) that prevents independent living for an indefinite amount of time.
Maintenance Care	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.
Maximum Allowed Amount	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: (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.
Medically Necessary or Medical Necessity	Health Care Services that are appropriate, in terms or type, frequency, level, setting, and duration, 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; and a. help restore or maintain the Members health; b. prevent deterioration of the Member's condition; c. prevent the reasonably likely onset of a health problem or detect an incipient problem; or d. not be considered an Experimental or Investigative Service unless part of an Approved Clinical Trial
Member	Any individual who is enrolled in coverage under This Contract.
Mental Health and Substance Use Disorder Services	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.
Natural Teeth	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.

Non-Covered Services	Health Care Services that are not part of benefits paid for by Sanford Health Plan.
Non-Participating Provider	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.
Nursing Services	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.
Open Enrollment or Open Enrollment Period	A period of time at least once a year when Eligible Group Members may enroll themselves and their Dependents.
Out-of-Network Benefit Level	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.
Out-of-Network Participating Practitioner and/or Provider	A Participating Practitioner and/or Provider that is considered "Out-of-Network" by the terms of this Certificate of Coverage.
Out-of-Pocket Maximum Amount	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.
Participating Provider or Participating Pharmacy	A Practitioner and/or 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.
Partial Hospitalization Program	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 with such program lasting a minimum of six (6) or more continuous hours per day.
Physician	An individual licensed to practice medicine or osteopathy.
[The] Plan	The group health plan maintained by the Group.

Practitioner	A professional who provides Health Care Services. Practitioners are usually required to be licensed as required by law. Practitioners are also Physicians.
Preventive	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.
Prior Authorization (Certification)	Authorization of a requested service prior to receiving the service. Prior Authorization (or precertification/pre-service decisions) is designed to facilitate early identification of the treatment plan to ensure medical management and available resources are provided throughout an episode of care.
Primary Care Physician/ Practitioner (PCP)	A Participating Physician who is an internist, family practice Physician, pediatrician, or obstetrician/gynecologist who is a Participating Practitioner 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.
Prospective (Pre-service) Review	Utilization Review conducted prior to an admission or the provision of a health care service or a course of treatment.
Provider	An individual, institution or organization that provides services for Members. Examples of Providers include but are not limited to Hospitals, Physicians, and home health agencies.
Prudent Layperson	A person who is without medical training and who draws on his or her practical experience when making a decision regarding the need to seek medical treatment for an emergency.
Qualifying Event	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.
Reduced Payment Level	The lower level of benefits, as defined in the Summary of Benefits and Coverage, when a Member seeks services from a Participating or Non-Participating Provider without certification or prior-authorization when certification/prior-authorization is required.
Residential Treatment Facility	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.

Retrospective (Post-service) Review	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.
Sanford Health Plan	Sanford Health Plan of Minnesota, a health maintenance organization licensed in the state of Minnesota.
Service Area	The geographic Service Area identified in this Certificate of Coverage.
Service Charge or Premium	The amount paid by the Group to Sanford Health Plan on a monthly basis for coverage for Members under this Contract.
Skilled Nursing Facility	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.
Special Enrollment Period	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 sixty (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 thirty (30) days.
Spouse	An individual whom the Subscriber is married to.
Subscriber	An Eligible Group Member who is enrolled in the coverage under this Contract. A Subscriber is also a Member.
[This] State	The State of Minnesota.
Utilization Review	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.
Urgent Care Situation	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.
Us/We	Refers to Sanford Health Plan
You	Refers to the Subscriber or Member, as applicable

Attachment I. Summary of Benefits and Coverage

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