Medica Individual Choice℠

North Dakota Policy of Coverage

ND-IFBCHOICE-PC-19-01

Bronze HSA Plus Plan

Plan Identifier 2ICBPHND, 2ICBPHNDL

Notice of Free Examination
If you are not satisfied with this Policy you may return it within 10 days of receipt. Mail or deliver this Policy to the agent who sold it to you or our Home Office. We will refund any premium paid and this Policy will be deemed to never have been issued.

This policy does not include coverage of pediatric dental services as described under the Affordable Care Act. Stand-alone dental coverage is available in the insurance market. Please contact your insurance agent, the Exchange, or Medica if you need further information concerning the purchase of stand-alone dental insurance.

Discrimination is Against the Law

Medica complies with applicable Federal civil rights laws and will not discriminate against any person on the basis of race, color, national origin, age, disability or sex. Medica:

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

If you need these services, call the number included in this document or on the back of your Medica ID card. If you believe that Medica 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: Civil Rights Coordinator, Mail Route CP250, PO Box 9310, Minneapolis, MN 55443-9310, 952-992-3422 (phone/fax), TTY 711, civilrightscoordinator@medica.com

You can file a grievance in person or by mail, fax, or email. You may also contact the Civil Rights Coordinator if you need assistance with filing a complaint.

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, D.C. 20201, 800-368-1019, 800-537-7697 (TDD). Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

If you want free help translating this information, call the number included in this document or on the back of your Medica ID card.

Si desea asistencia gratuita para traducir esta información, llame al número que figura en este documento o en la parte posterior de su tarjeta de identificación de Medica.

Yog koj xav tau kev pab dawb kom txhais daim ntawv no, hu rau tus xov tooj nyob hauv daim ntawv no los yog nyob nraum qab ntawm koj daim npav Medica ID.

如果您需要免費翻譯此資訊，請致電本文檔中或者在您的 Medica ID卡背面包含的號碼。

Nếu quý vị muốn trợ giúp dịch thông tin này miễn phí, hãy gọi vào số có trong tài liệu này hoặc ở mặt sau thẻ ID Medica của quý vị.

Odeeffannoo kana gargaarsa tolaan akka isinii hiikamu yoo barbaaddan, lakkoobsa barruu kana keessatti argamu ykn ka dugda kaardii Waraqaa Eenyummaa Medica irra jiruun bilbila'a.

إذا كنت تريد مساعدة مجانية في ترجمة هذه المعلومات، فاتصل على الرقم الوارد في هذه الوثيقة أو على ظهر بطاقة تعريف ميديكا الخاصة بك.

Если Вы хотите получить бесплатную помощь в переводе этой информации, позвоните по номеру телефона, указанному в данном документе и на обратной стороне Вашей индентификационной карты Medica.

ຖ້າທ່ານຕ້ອງການຄວາມຊ່ວຍເຫຼືອໃນການແປຂໍ້ມູນນີ້ຟຣີ, ໃຫ້ໂທ ຫາເລກໝາຍທີ່ມີຢູ່ໃນເອກະສານນີ້ ຫຼື ຢູ່ດ້ານຫຼັງຂອງບັດ Medica ຂອງທ່ານ.

이 정보를 번역하는 데 무료로 도움을 받고 싶으시면, 이 문서에 포함된 전화번호나 Medica ID 카드 뒷면의 전화번호로 전화하십시오.

Si vous voulez une assistance gratuite pour traduire ces informations, appelez le numéro indiqué dans ce document ou au dos de votre carte d'identification Medica.

နမ္ပါအဲဉီးတၢ်ကျိးထံစၢၤကလိနှၤ်နၤတၢ်ဂ့ၢ်တၢ်ကျိၤအံၤလၢၤအကလိနှဉ်,ကိးလီတဲစိနိဉ်ဂ်ၢ်လၢၤအပဉ်ယုာ်လၢလံာ်တီလံာ်ဒီအပူၤအံၤမ့တမ့ၢ်ဖဲနနှဉ်ဧလော်ဒုဉ်သးခးကွအလိၢ်ခံတကပၤအဖိဆိဉ်နှဉ်တက့ၢ်.

Kung nais mo ng libreng tulong sa pagsasalin ng impormasyong ito, tawagan ang numero na kasama sa dokumentong ito o sa likod ng iyong Kard ng Medica ID.

ይህን መረጃ ለመተርጎም ነጻ እርዳታ የሚፈልጉ ከሆነ በዝ ሀ ሰነድ ዉስጥ ያለውን ቁጥር ወይም Medica መታወቅያ ካርድዎ በስተጀርባ ያለውን ይደውሉ።

Ako želite besplatnu pomoć za prijevod ovih informacija, nazovite broj naveden u ovom dokumentu ili na poleđini svoje ID kartice Medica.

Díí t'áá jíík'e shá ata' hodoonih nínízingo éí ninaaltsoos Medica bee néího'dílzinígí bine'déé' námboo biká'ígíjįį' béésh bee hodíilnih.

Wenn Sie bei der Übersetzung dieser Informationen kostenlose Hilfe in Anspruch nehmen möchten, rufen Sie bitte die in diesem Dokument oder auf der Rückseite Ihrer Medica-ID-Karte angegebene Nummer an.

Medica Member Resources

Important Phone Numbers:

- Medica Customer Service: **1-888-592-8211**
  Call Customer Service if you have any questions. TTY users, call **711**.
- Marketplace Customer Service: **1-800-318-2596**
  If you purchased your coverage through the Health Insurance Marketplace, referred to in this Policy as "The Exchange" (HealthCare.gov), you'll need to call the Marketplace if you need assistance with your financial help (tax credits) or need to make changes to the demographic information on your policy. TTY users, call **1-855-889-4325**.
- Nurse Line: **1-866-668-6548**
  Available 24 hours every day for you and your family to talk with a nurse for advice on where and when to get care, or how to provide care safely at home. In a medical emergency, please call 911.

Online Resources:

- Secure Member Site: **Medica.com/IndividualLogin**
  You can view much of the information you may need by logging into your secure member site at **medica.com/IndividualLogin**. The website allows you to view information specific to you and your plan:
  - View your ID card
  - See what's covered by your plan, including important plan documents
  - Track your plan balances, such as your deductible and out-of-pocket maximum
  - View your claims and explanations of benefits (EOBs)
  - Look up prices for prescriptions and how they're covered by your plan
  - Look up providers and pharmacies in your network
  - Wellness tools and support
  - Forms to help you add dependents, change your address, and submit various claims
  - Pay your premium

Important Notice: This plan covers health care services only when provided by a doctor or facility who participates in the network. If you receive services from a non-network doctor or other health care provider, you will have to pay all of the costs for the services, except that emergency services must be covered regardless of whether they are delivered by a participating provider.

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Terms and Conditions

Term of this Policy

This Policy is a legal contract between the subscriber and Medica Health Plans ("Medica") and describes the benefits covered under this Policy and your Schedule of Payments.

All coverage under this Policy begins and ends at 12:01 a.m. Central Time on the date the coverage becomes effective.

Entire agreement

The documents below are the entire Policy between you and Medica, and replace all other agreements as of the effective date of this Policy.

1. This Policy and any amendments.

2. The Schedule of Payments and any amendments.

3. Your application for coverage.

No person other than an executive officer of Medica has the authority to change this Policy or your Schedule of Payments or to waive any of the provisions.

Guaranteed renewal

This Policy will not be canceled or non-renewed merely because your health deteriorates. Renewal is subject to Medica's right to terminate your Policy due to your non-payment of premium or for fraud or intentional misrepresentation of a material fact, or as otherwise described in *Ending Coverage*. Medica has the right to change the benefits and premium as allowed under North Dakota law.

Nondiscrimination policy

Medica's policy is to treat all persons alike, without distinctions based on:

- race
- color
- creed
- religion
- national origin
- gender
- gender identity
- marital status
- status with regard to public assistance
- disability
- sexual orientation
- age

- genetic information; or
- any other classification protected by law.

If you have questions, call Customer Service at one of the telephone numbers listed at the front of this Policy.

Assignment

Medica will have the right to assign any and all of its rights and responsibilities under this Policy to any subsidiary or affiliate of Medica or to any other appropriate organization or entity.

Acceptance of coverage

By accepting the health care coverage described in this Policy you, on behalf of yourself if covered under this Policy, and/or on behalf of the dependents enrolled under this Policy and the Schedule of Payments, authorize the use of a social security number for purpose of identification and declare that the information supplied to Medica for purposes of enrollment is accurate and complete.

You understand and agree that any omissions or incorrect statements that you knowingly made in connection with your enrollment under this Policy and the Schedule of Payments may invalidate your coverage.

Amendment

This Policy or your Schedule of Payments may be amended as described in this Policy. When this happens, you will receive a new policy or amendment. No other person or entity has authority to make any changes or amendments to this Policy. All amendments must be in writing.

Conformity with state statutes

Any provision of this Policy or your Schedule of Payments that, on its effective date, is in conflict with the statutes of the state in which the member resides on such date, is amended to conform to the minimum requirements of such statutes.

Discretionary authority

Medica has discretion to interpret and construe all of the terms and conditions of this Policy and make determinations regarding benefits and coverage under this Policy and your Schedule of Payments. Certain terms are specifically defined in this Policy and Medica will interpret and construe the terms and conditions consistent with those definitions. It is important that you read and understand the defined terms.

Clerical error

You will not be deprived of coverage under this Policy because of a clerical error. However, you will not be eligible for coverage beyond the scheduled termination of your coverage because of a failure to record the termination.

Relationship between parties

The relationships between Medica and network providers are contractual relationships between independent contractors. Network providers are not agents or employees of Medica. The relationship between a provider and any member is that of health care provider and patient. The provider is solely responsible for health care provided to any member.

Notice

Except as otherwise provided in this Policy, written notice given by Medica to the subscriber will be deemed notice to all individuals covered under this Policy in the event of termination or nonrenewal of this Policy for any reason.

Cancellation

Your coverage may be canceled only under certain conditions. See *Ending Coverage* for additional information.

Reinstatement

If any renewal premium is not paid within the time granted the subscriber for payment, a subsequent acceptance of premium by Medica or by any insurance producer duly authorized by Medica to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the Policy; provided, however, if Medica or such insurance producer requires an application for reinstatement and issues a conditional receipt for the premium paid, the Policy will be reinstated upon approval of such application by Medica, or lacking such approval, upon the forty-fifth day following the date of such conditional receipt unless Medica has previously notified the subscriber in writing of its disapproval of such application. In all other respects the subscriber and Medica will have the same rights under the Policy as they had immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with a reinstatement. Any premium accepted in connection with a reinstatement will be applied to a period of time for which premium has not been previously paid, but not to any period more than sixty days prior to the date of reinstatement.

Misstatement of age

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

Time limit on certain defenses

After two years from the date of issue of this Policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such Policy shall be used to void the Policy or to deny a claim for loss incurred after the expiration of such two year period. All statements made by the applicant shall be deemed representations and not warranties.

Examination of a member or autopsy

To settle a dispute concerning provision or payment of benefits under this Policy, Medica may require that you be examined or an autopsy of the member's body be performed if the autopsy is not prohibited by law. The examination or autopsy will be at Medica's expense.

Language interpretation

Language interpretation services will be provided upon request, as needed in connection with the interpretation of this Policy. If you would like to request language interpretation services, please call Customer Service at one of the telephone numbers listed at the front of this Policy.

If this Policy is translated into another language or an alternative communication format is used, this written English version governs all coverage decisions.

If you need alternative formats, such as large print or an audio format, please call Customer Service at one of the telephone numbers listed at the front of this Policy to request these materials.

Legal actions

No lawsuit may be brought to recover a claim from Medica until more than 60 days after the date written Proof of Loss is made. Such action cannot be made more than three years after the date written proof of loss is made.

Refund of premium upon death of insured

In the event of the death of the insured, and within 30 days of notice to Medica of the event, Medica will refund the portion of the premium, fees, or other sum paid beyond the month of death after deducting any claim for losses during the current term of the policy. This provision does not apply if Medica has a valid defense to the payment of benefits under the policy.

Policy

This Policy is a legal contract between the subscriber and Medica Health Plans and describes the benefits covered under this Policy and your Schedule of Payments. Medica has issued this Policy in consideration of the application and the payment of the first premium on or before the delivery of this Policy.

IN WITNESS WHEREOF, Medica's Vice President and General Manager of Individual and Family Business and Senior Vice President and Secretary hereby sign your contract.





Vice President and General Manager of Individual and Family Business

Senior Vice President and Secretary

Member Bill of Rights and Member Responsibilities

Member Bill of Rights

As a member of Medica, you have the right to:

1. Available and accessible services, including emergency services 24 hours a day, seven days a week; and

2. Information about your health condition, appropriate or medically necessary treatment options and risks, regardless of cost or benefit coverage, so you can make an informed choice about your health care; and

3. Participate with providers in decision-making regarding your health care, including the right to refuse treatment recommended to you by Medica or any provider; and

4. Be treated with respect and recognition of your dignity and privacy, including privacy of your Medical and financial records maintained by Medica or any network provider in accordance with existing law; and

5. Contact Medica and North Dakota's Commissioner of Insurance to file a complaint about issues related to benefits (see Complaints). To file a complaint with the North Dakota Department of Insurance call 1-800-247-0560 and request insurance information. You may begin a legal proceeding if you have a problem with Medica or any provider; and

6. Receive information about Medica, its services, its practitioners and providers, and member rights and responsibilities; and

7. Appeal a decision regarding your health care coverage by calling Customer Service at one of the telephone numbers listed at the front of this Policy. See Complaints for more information on your appeal rights; and

8. Make recommendations regarding Medica's member rights and responsibilities statement.

Member responsibilities

To increase the likelihood of maintaining good health and to ensure that the best quality care is received, it is important that you take an active role in your health care by:

1. Establishing a relationship with a network provider before becoming ill, as this allows for continuity of care; and
2. Providing the necessary information to health care professionals or Medica needed to determine the appropriate care. This objective is best obtained when you share:
    a. Information about lifestyle practices; and
    b. Personal health history; and

3. Understanding your health problems and agreeing to, and following, the plans and instructions for care given by those providing health care; and
4. Practicing self-care by knowing:
    a. How to recognize common health problems and what to do when they occur; and
    b. When and where to seek appropriate help; and
    c. How to prevent health problems from recurring; and
5. Practicing preventive health care by:
    a. Having the appropriate tests, exams and immunizations recommended for your gender and age as described in this Policy; and
    b. Engaging in healthy lifestyle choices (such as exercise, proper diet and rest).

You will find additional information on member responsibilities in this Policy and the Schedule of Payments.

I. Introduction

A. About your Policy and Schedule of Payments

This Medica Policy and your Schedule of Payments describe health services that are eligible for coverage and the procedures you must follow to obtain benefits. Because many provisions are interrelated, you should read this Policy and your Schedule of Payments in their entirety. The most specific and appropriate section will apply for those benefits related to the treatment of a specific condition.

For subscribers purchasing coverage through the Exchange, the Exchange will determine whether the subscriber is qualified to purchase coverage through the Exchange and will notify Medica. Members are subject to all terms and conditions of this Policy and the Schedule of Payments.

Medica may arrange for various persons or entities to provide administrative services on its behalf, including claims processing and utilization management services. To ensure efficient administration of your benefits, you must cooperate with them in the performance of their responsibilities.

Benefits apply when you receive health services from network providers. Such services must be prescribed by and received from a network provider, unless otherwise indicated in this Policy or your Schedule of Payments. Benefits also apply to coverage for emergency services from non-network providers, including when you are traveling out of the service area. Follow-up care or scheduled care following an emergency must be received from a network provider to be covered as a benefit.

If a network provider refers you to a non-network provider, you must call Medica to determine if the services to be performed by the non-network provider are covered as benefits. Such referrals must be prior approved by Medica to be eligible for coverage as benefits. Medica approves referrals to non-network providers only if care is not available from network providers.

In this Policy and your Schedule of Payments, the words *you*, *your* and *yourself* refer to the member. The term *subscriber* refers to the person who is applying for or is issued the Policy.

B. Eligibility

To be eligible to enroll for coverage under this Policy and the Schedule of Payments, you must be a *subscriber* or *dependent* and meet the eligibility requirements stated below.

Subscriber eligibility

To be eligible to enroll for coverage the *subscriber* must:

1. be a North Dakota resident; and
2. if you are enrolling in a Catastrophic Plan, be under the age of 30 at the start of the policy year or qualify for a hardship exemption, as determined by the Exchange; and
3. complete an application form; and
4. not have failed to pay premium which you were obligated to pay for individual/family coverage with Medica or its affiliates for any period of coverage in the 12 months prior to your requested effective date of this Policy.

Child only eligibility

Individuals under the age of 21 are eligible to enroll as a subscriber without an adult on the Policy. Siblings of the child subscriber may be added to the child subscriber's Child Only policy. Any newborn or newly adopted child of a subscriber under the age of 21 may be covered through a separate child-only policy or this child only policy.

Dependent eligibility

To be eligible to enroll for coverage, the *dependent* spouse or *domestic partner* must:

1. be a North Dakota resident; and
2. if enrolling in a Catastrophic Plan, be under the age of 30 or qualify for a hardship exemption, as determined by the Exchange, when added as a dependent; and
3. not have failed to pay premium which you were obligated to pay for individual/family coverage with Medica or its affiliates for any period of coverage in the 12 months prior to the requested coverage effective date for you under this Policy.

To be eligible to enroll for coverage, a *dependent* child must be under the age of 26.

Extending a child's eligibility

A dependent child is no longer eligible for coverage under this Policy or your Schedule of Payments when he or she reaches the dependent limiting age of 26. However, the child's eligibility continues if the child is incapable of self-sustaining employment by reason of developmental disability, mental illness, mental disorder or physical disability and is chiefly dependent upon the subscriber for support and maintenance. An illness that does not cause a child to be incapable of self-sustaining employment will not be considered a physical disability. To continue coverage for a disabled dependent child, you must provide Medica with proof of such disability and dependency within 31 days of the child reaching the dependent limiting age of 26. Beginning two years after the child reaches the dependent limiting age of 26, Medica may require annual proof of disability and dependency. Your disabled dependent is covered under this Policy regardless of age and without application of health screening.

C. Enrollment

Open enrollment and effective date of coverage

For subscribers and dependents, the period of time identified each year by Medica or by the Exchange, as applicable, for open enrollment, is the period during which subscribers and dependents may elect to enroll in coverage. An application for yourself and any dependents must be submitted to the Exchange for coverage offered through the Exchange, or to Medica for coverage offered directly through Medica.

For subscribers and dependents who enroll through the Exchange, coverage will be effective as determined by the Exchange and confirmed by Medica. For subscribers and dependents who enroll directly through Medica, coverage will be effective as determined by Medica in accordance with applicable law.

Medica may ask you for information to confirm your eligibility for coverage. By accepting coverage under this Policy and your Schedule of Payments, you agree to cooperate with our reasonable request for information.

Special enrollment and effective date of coverage

Special enrollment periods are provided to subscribers and dependents under certain circumstances. For coverage obtained through the Exchange, eligibility for special enrollment will be as determined by the Exchange and confirmed by Medica. If coverage was not obtained through the Exchange, eligibility for special enrollment will be determined by Medica. Medica requires documentation to be submitted to Medica to demonstrate that there is a current special enrollment period. The effective date of coverage depends upon the type of special enrollment. Unless otherwise stated, the subscriber shall have 60 days following the date of the life event to exercise his or her right for a special enrollment.

Please note, if coverage was obtained through the Exchange, contact the Exchange to notify them of the life event and to exercise your right for a special enrollment.

Medica may ask you for information to confirm your eligibility for coverage. By accepting coverage under this Policy and your Schedule of Payments, you agree to cooperate with our reasonable request for information.

The following are the life events for special enrollment opportunities, whether you enrolled through the Exchange or not:

1. The subscriber gains a dependent through marriage, birth, adoption, placement for adoption, or child support order or other court order. If coverage was obtained through the Exchange, you must contact the Exchange to enroll the dependent and determine what types of plan changes can be made due to this special enrollment. In the case of marriage, at least one spouse must demonstrate having minimum essential coverage for 1 or more days during the 60 days preceding the date of marriage unless (1) the spouse is moving from a foreign country or US territory, (2) the spouse is an Indian as defined in the Indian Health Care Improvement Act, or (3) the spouse lived for 1 or more days during the 60 days leading up to the event or during the most recent preceding open enrollment in a service area where no qualified health plans were offered through the Exchange. If not, then there is no special enrollment period for either spouse. The subscriber is permitted to either add the dependent to this current policy, or if the dependent is not eligible under this policy, the subscriber and his or her dependents may enroll in another plan within the same metal level. If no plan is available in the same metal level, the subscriber and dependent may enroll in another plan one metal level higher or lower than the current plan. Or, at the option of the subscriber or dependent, the dependent may be enrolled separately in any available plan. In the case of birth, adoption or placement for adoption, child support or other court order, coverage begins on the date of birth, date of adoption or date of placement for adoption, respectively or the first of the month following plan selection if allowed by Medica or the Exchange and elected by you, as applicable. In the case of marriage, coverage is generally effective on the first day of the month following plan selection in the Exchange or enrollment with Medica, as applicable. See *How to add dependents*

below for more information. In the case of a child support order or other court order, coverage is generally effective on the date specified in the order.

2. If the subscriber or enrolled dependent loses a dependent or is no longer considered a dependent through divorce or legal separation as defined by State law in the State in which the divorce or legal separation occurs, or if the member, or his or her dependent, dies. In these instances, if the result is a loss of minimum essential coverage for the subscriber or enrolled dependent, the person who lost coverage will have a special enrollment period. Coverage is effective on the date established by Medica or the Exchange, as applicable.
3. For subscribers currently enrolled through the Exchange, the subscriber or dependent enrolled in the same qualified health plan is determined to be newly ineligible for an advance premium tax credit or cost-sharing reductions. Coverage is effective on the date established by Medica or the Exchange, as applicable.
4. A qualified individual or dependent gains access to a new qualified health plan as a result of a permanent move. The qualified individual or dependent must have had minimum essential coverage for at least one day in the 60 days prior to the permanent move unless (1) the spouse is moving from a foreign country or US territory, (2) the spouse is an Indian as defined in the Indian Health Care Improvement Act, or (3) the spouse lived for 1 or more days during the 60 days leading up to the move or during the most recent preceding open enrollment in a service area where no qualified health plans were offered through the Exchange. The subscriber or dependent has 60 days before or after the life event to exercise his or her right for a special enrollment. Moving solely for medical treatment or vacation does not qualify an individual for this special enrollment period. Coverage is effective on the date established by Medica or the Exchange, as applicable.
5. The subscriber or dependent loses "minimum essential coverage," as defined under federal law, is enrolled in a non-calendar year group or individual plan, or loses certain pregnancy-related coverage or coverage for an unborn child, or medically needy coverage as defined under the Social Security Act. Loss of minimum essential coverage under this paragraph does not include voluntary termination of coverage or loss due to failure to pay premiums or rescission. The subscriber or dependent has 60 days before or after the life event to exercise his or her right for a special enrollment. The date of the loss of coverage for those enrolled in a non-calendar year plan is the last day of the plan or policy year. Coverage is effective on the date established by Medica or the Exchange, as applicable.
6. The subscriber demonstrates to Medica or the Exchange, as applicable, that the health plan providing coverage to him or her substantially violated a material provision of its contract. Coverage is effective on the date established by Medica or the Exchange, as applicable.
7. The subscriber demonstrates to Medica or the Exchange, as applicable, that enrollment or non-enrollment in a health plan was unintentional, inadvertent or erroneous and the result of the error, misrepresentation or inaction of the Exchange or the United States Department of Health and Human Services, or a non-Exchange entity providing enrollment assistance or conducting enrollment activities. Coverage is effective on the date established by Medica or the Exchange, as applicable.

8. For subscribers and dependents, in the event of a qualifying event under section 603 of the Employee Retirement Income Security Act of 1974, as amended. Coverage is effective on the date established by Medica or the Exchange, as applicable.
9. For subscribers or dependents, in the event the subscriber or dependent is a victim of domestic abuse or spousal abandonment, including a dependent or unmarried victim within a household, is enrolled in minimum essential coverage and seeks to enroll in coverage separate from the perpetrator of the abuse or abandonment. Coverage is effective on the date established by Medica or the Exchange, as applicable. The dependent of a victim of domestic abuse or spousal abandonment applying for or covered on the same application as the victim, also may enroll in coverage at the same time as the victim.
10. This special enrollment period applies if a qualified individual or dependent applies for coverage on the Exchange during annual open enrollment or a special enrollment, and is determined by the Exchange as potentially eligible for Medicaid or CHIP, and is later determined ineligible for Medicaid or CHIP after open enrollment ended or more than 60 days after the qualifying event. It also applies if the qualified individual or dependent applies for coverage at the State Medicaid or CHIP agency during annual open enrollment and is determined ineligible for Medicaid or CHIP after open enrollment has ended. Coverage is effective on the date established by Medica or the Exchange, as applicable.

Following are special enrollment opportunities available only if you enrolled through the Exchange. Coverage is effective on the date established by the Exchange. Contact the Exchange for information about the limitations of each special enrollment opportunity.

1. For an Indian enrolling through the Exchange, or the dependent of an Indian that is enrolled or is enrolling through the Exchange on the same application as the Indian, on a monthly basis as determined by the Exchange.
2. For subscribers enrolled through the Exchange the subscriber or dependent enrolled in the same qualified health plan is determined to be newly eligible for an advance premium tax credit or has a change in eligibility for cost-sharing reductions.
3. A qualified individual, or his or her dependent, who is enrolled in an eligible employer-sponsored plan and is determined newly eligible for advance payments of the premium tax credit.
4. For subscribers and dependents enrolling through the Exchange, in the event of gaining status as a citizen, national, or lawfully present individual, or being released from incarceration, as determined by the Exchange. The subscriber or dependent has 60 days before or after the life event to exercise his or her right for a special enrollment.
5. For subscribers and dependents enrolling through the Exchange, the subscriber demonstrates to the Exchange and the Exchange determines that exceptional circumstances apply.
6. The subscriber or dependent enrolled through the Exchange adequately demonstrates to the Exchange that a material error related to plan benefits, service area, or premium influenced the individual's decision to purchase a plan through the Exchange.

7. For a consumer who resolves a data matching issue following the end of an inconsistency period or has an annual household income under 100 percent of the Federal Poverty Level and did not enroll in coverage while waiting for HHS to verify that he or she meets the citizenship, national, or immigration status.

How to add dependents

Except for policies issued to individuals under the age of 21, coverage for new dependents may be added after the subscriber's coverage begins as described in *Open enrollment* and *Special enrollment* above. Please note with regard to births and adoptions: Medica does not automatically know of a birth or adoption or whether the subscriber would like coverage for the newborn or newly adopted dependent. You must, therefore, request that the newborn or newly adopted dependent be added. If additional premium is required, Medica is entitled to all premiums due from the time of the child's birth, adoption or placement for adoption until the time the covered subscriber notifies Medica of the birth or adoption. Medica may reduce payment by the amount of premium that is past due for any health benefits for the child until any premium you owe is paid.

Notification

Unless a longer period is provided in this Policy, the subscriber must notify Medica in writing within 30 days of the effective date of any changes to home address or name, addition or deletion of dependents, or other facts identifying you or your dependents.

D. Premiums

Your premiums must be prepaid by the subscriber from the date coverage starts. If a subscriber or dependent has enrolled through a special enrollment period retroactively, your premiums must be paid by the date established by Medica.

If you are receiving an advance premium tax credit, you will need to pay your share of the first month's premium by the date established by Medica.

Your premium may change each year as permitted by state and federal law. You will be provided at least 30 days written notice before a change in the premium.

Medica does not accept premium payment directly or indirectly from any third party including, but not limited to, any health care provider, except as stated in this paragraph. Medica will also accept premium payments from the following third parties, to the extent required by law: Ryan White HIV/AIDS Program under title XXVI of the Public Health Service Act; Indian tribes, tribal organizations or urban Indian organizations; and state and federal government programs. Premiums paid by you, the subscriber, or the third-parties listed in the prior sentence, will not be reimbursed or contributed to by or on behalf of any other third party including, but not limited to, any health care provider directly or indirectly.

E. Grace period

The grace period for the subscriber's payment of premiums will be 31 days from the date a premium payment is due. If you pay the premium at any time during this grace period, this Policy shall not be terminated. If premium is not paid by the end of the grace period, coverage will end as stated in *Ending Coverage*.

If you are receiving an advance premium tax credit, the grace period for the subscriber's payment of premiums will be 3 months from the date a premium payment is due.

- If you pay your full share of the premium at any time during this grace period, which includes any additional missed premium payments during the grace period, this Policy shall not be terminated.
- If your share of the full premium is not paid by the end of the grace period, coverage will end as stated in *Ending Coverage*. Medica will pay benefits only for the first month of the grace period.
- For example, if you fail to make the premium payment for March, April and May, Medica will pay benefits ***only*** for services you receive in March, unless you pay your full share of all the premiums for March, April and May by the end of May. **Be aware that benefits will not be paid after the first month of the 3 month grace period**.

If the person obligated to pay premiums under this Policy has not paid the past due premiums by the end of the grace period, and Medica has provided coverage during the grace period, then that person may not be allowed to enroll in any other Medica (or its affiliates) individual or family policies for up to twelve months following the beginning of the grace period. If the subscriber wants to obtain Medica individual or family coverage before the end of the twelve-month period, the subscriber may need to pay the outstanding premium owed under the prior Medica policy consistent under Medica's process.

F. Changes to this Policy

The coverage provided under this Policy may change each year as permitted or required in compliance with federal or state regulatory requirements, or to ensure that your Policy maintains the actuarial value for the designated metal levels as defined in federal law. Any provision of this Policy which, on its effective date, is in conflict with the law of the federal government or this state is hereby amended to conform to the minimum requirements of such law.

G. Benefits

What you must do to receive benefits

Each time you receive health services, you must:

1. Confirm with Medica that your provider is a network provider with your Medica plan to be eligible for benefits;
2. Identify yourself as a Medica member; and
3. Present your Medica identification card. Having and using a Medica identification card does not guarantee coverage.

If your provider asks for your health care identification card and you do not identify yourself as a Medica member within 180 days of the date of service, you may be responsible for paying the cost of the service you received.

It is your responsibility to alert Medica regarding any discounts, coupons, rebates, or financial arrangements between you and a provider or manufacturer for health care items or services, prescribed drugs and/or devices. Discounts, coupons, rebates, or similar reimbursement provided to you by providers or manufacturers will not satisfy your out-of-pocket cost sharing responsibilities. Such

amounts will not accumulate toward your deductible and out-of-pocket maximum. Call Customer Service at one of the telephone numbers listed at the front of this Policy.

Benefits

Medica will cover health services and supplies as described in this Policy and your Schedule of Payments only if they are provided by network providers or are authorized by Medica. When you travel outside the Medica service area, you can also get coverage by visiting a provider in the travel network. Travel coverage is subject to all of the terms and conditions described in this certificate.

Prior authorization may also be required from Medica for certain benefits even if a provider has directed or recommended that you receive the services or supplies. This Policy and your Schedule of Payments fully define your benefits and describe procedures you must follow to obtain benefits.

Decisions about coverage are based on appropriateness of care and service to the member. Medica does not reward providers for denying care, nor does Medica encourage inappropriate utilization of services.

Non-network providers

Emergency services received from non-network providers are covered benefits. To be eligible for coverage from non-network providers, services must be due to an emergency, as defined in *Definitions*.

Additionally, under certain circumstances Medica will authorize your obtaining services from a non-network provider. Such authorizations are generally provided only in situations where the requested services are not available from network providers.

When you access care from non-network providers, you will be responsible for filing claims in order to be reimbursed for covered benefits. For information on submitting claims, refer to *Submitting a Claim*.

Exclusions

Certain health services are not covered. Read this Policy for a detailed explanation of all exclusions.

H. Providers

Enrolling in a Medica plan does not guarantee that a particular provider (in the Medica network provider directory) will remain a network provider or provide you with health services. When a provider no longer participates with Medica, you must choose to receive health services from network providers to continue to be eligible for benefits.

You must verify that your provider is a network provider each time you receive health services.

Network providers

Network providers are paid using various types of contractual arrangements, which are intended to promote the delivery of health care in a cost efficient and effective manner. These arrangements are not intended to affect your access to health care. These payment methods may include:

1. A fee-for-service method, such as per service or percentage of charges; or

2. A risk-sharing arrangement, such as an amount per day, per stay, per episode, per case, per period of illness, per member or per service with targeted outcome.

The methods by which specific network providers are paid may change from time to time. Methods also vary by network provider. The primary method of payment is fee-for-service. Fee-for-service payment means that Medica pays the network provider a fee for each service provided. If the payment is per service, the network provider's payment is determined according to a set fee schedule. The amount the network provider receives is the lesser of the fee schedule or what the network provider would have otherwise billed. If the payment is percentage of charges, the network provider's payment is a set percentage of the provider's charge. The amount paid to the network provider, less any applicable copayment, coinsurance or deductible, is considered to be payment in full.

In certain *risk-sharing* payment arrangements, Medica pays the network provider a specific amount for a particular unit of service, such as an amount per day, an amount per stay, an amount per episode, an amount per case, an amount per period of illness, an amount per member, or an amount per service with targeted outcome. If the amount paid is less than the cost of providing or arranging for a member's health services, the network provider may bear some of the shortfall. If the amount paid to the network provider is more than the cost of providing or arranging a member's health services, the network provider may keep some of the excess. In other *risk-sharing* arrangements, the network accepts a portion of the financial risk for the provision of covered services to all members enrolled in a particular Medica product.

Some network providers are authorized to arrange for a member to receive certain health services from other providers. This decision may result in a network provider keeping more or less of the risk-sharing payment.

Withhold arrangements

For some network providers paid on a fee-for-service basis, including most network physicians and clinics, Medica holds back some of the payment. This is sometimes referred to as a physician contingency reserve or holdback. The withhold amount generally will not exceed 15 percent of the fee schedule amount.

Network providers may earn the withhold amount based on Medica's performance as determined by Medica's Board of Directors and/or based on the standards identified in the network provider's contract. Based on individual measures, the percentage of the withhold amount paid, if any, can vary among network providers.

Only the initial payment to network providers will be subject to copayment, coinsurance and/or deductible amounts. Subsequent return of withheld amounts, although attributable to services rendered by the network provider, will not give rise to a second coinsurance obligation or deductible liability for, or refund to, the member who received the original covered services.

Non-network providers

When a service from a non-network provider is covered, the non-network provider is paid a fee for each covered service that is provided.

I. Submitting a claim

Claims for benefits from network providers

If you receive a bill for any benefit from a network provider, you may submit the claim following the procedures described below, under *Claims for benefits from non-network providers*, or call Customer Service at one of the telephone numbers listed at the front of this Policy.

Network providers are required to submit claims within 180 days from when you receive a service. If your provider asks for your health care identification card and you do not identify yourself as a Medica member within 180 days of the date of service, you may be responsible for paying the cost of the service you received.

Claims for benefits from non-network providers

When you receive services from non-network providers, you will be responsible for filing claims in order to be reimbursed for covered benefits. Claim forms can be found at **medica.com/IndividualLogin** or you may request claim forms by calling Customer Service at one of the telephone numbers listed at the front of this Policy. If the claim forms are not sent to you within 15 days, you may submit an itemized statement without the claim form to Medica. You should retain copies of all claim forms and correspondence for your records.

Generally, Medica does not accept assignment of benefits to non-network providers.

You must submit the claim in English along with a Medica claim form to Medica no later than 365 days after receiving benefits. Your Medica member number must be on the claim.

Mail to the address identified on the back of your identification card.

Medica will notify you of authorization or denial of the claim within 15 days of receipt of the claim.

If your claim does not contain all the information Medica needs to make a determination, Medica may request additional information. Medica will notify you of its decision within 15 days of receiving the additional information. If you do not respond to Medica's request within 45 days, your claim may be denied.

Claims for emergency services provided outside the United States

Claims for emergency services rendered in a foreign country will require the following additional documentation:

1. Claims submitted in English with the currency exchange rate for the date health services were received.
2. Itemization of the bill or claim.
3. The related medical records (submitted in English).
4. Proof of your payment of the claim.
5. A complete copy of your passport and airline ticket.
6. Such other documentation as Medica may request.

For emergency services rendered in a foreign country, Medica will pay you directly.

Medica will not reimburse you for costs associated with translation of medical records or claims.

Time limits

If you have a complaint or disagree with a decision by Medica, you may follow the complaint procedure outlined in *Complaints* or you may initiate legal action at any point.

However, you may not bring legal action more than three years after Medica has made a coverage determination regarding your claim.

J. Referrals and Prior Authorization

Note: Prior authorization (approval in advance) is a clinical review that services are medically necessary. Receiving prior authorization is not a guarantee of payment. Benefits will be determined once a claim is received and will be based upon, among other things, your eligibility and the terms and conditions of this Policy applicable on the date you receive services.

Prior Authorization

Certain health services are covered only upon referral. All referrals to non-network providers and certain types of network providers require prior authorization by Medica. Prior authorization from Medica is required before you receive certain services or supplies even if a provider has directed or recommended that you receive the services or supplies in order to determine whether a particular service or supply is medically necessary and a benefit. Medica uses written procedures and criteria when reviewing your request for prior authorization. To determine whether a certain service or supply requires prior authorization, please call Customer Service at one of the telephone numbers listed at the front of this Policy.

Your attending provider, you or someone on your behalf may contact Medica to request prior authorization. Your network provider will contact Medica to request prior authorization for a service or supply. You must contact Medica to request prior authorization for services or supplies received from a non-network provider. If a network provider fails to request prior authorization after you have consulted with them about services requiring prior authorization, you are not subject to a penalty for failure to obtain prior authorization.

Emergency services do not require prior authorization.

You do not require prior authorization in order to obtain access to obstetrical or gynecological care from a network provider who specializes in obstetrics or gynecology. However, certain of the specific services provided by that network provider may require prior authorization, as described further in this Policy.

Some of the services that may require prior authorization from Medica include:

1. Reconstructive or restorative surgery procedures;
2. Surgery for morbid obesity (also known as bariatric surgery).
3. Treatment of a diagnosed temporomandibular joint (TMJ) disorder or craniomandibular disorder;
4. Solid organ and bone marrow transplant services – this prior authorization must be obtained before the transplant workup is initiated;
5. Treatment at a designated facility for complex medical conditions;

6. Home health care services;
7. Durable medical equipment;
8. Outpatient surgical procedures;
9. Certain genetic tests;
10. Certain drugs and biologics;
11. Inpatient care, including mental health and substance use disorders, skilled nursing facility services, long term acute hospital (LTAH) and acute inpatient rehab (AIR);
12. Certain outpatient mental health and substance use disorder services;
13. Certain imaging services;
14. Certain professionally administered drugs;
15. Non-emergency licensed air ambulance transportation; and
16. Benefits for services from non-network providers, with the exception of emergency services.

Pregnancy/maternity care services received from a network provider do not require prior authorization or a referral and will be covered.

Please note: This is not an all-inclusive list of all services and supplies that may require prior authorization.

When you, someone on your behalf or your attending provider calls, the following information may be required:

1. Name and telephone number of the provider who is making the request;
2. Name, telephone number, address and type of specialty of the provider to whom you are being referred, if applicable;
3. Services being requested and the date those services are to be rendered (if scheduled);
4. Specific information related to your condition (for example, medical records or a letter of medical necessity from your provider);
5. Other applicable member information (i.e., Medica member number).

Medica will review your request for prior authorization and provide a response to you and your attending provider within fifteen calendar days after the date your request was received, provided all information reasonably necessary to make a decision has been given to Medica.

Medica will respond within a time period not exceeding 72 hours from the time of the initial request if 1) your attending provider believes that an expedited review is warranted, or 2) Medica concludes that a delay could seriously jeopardize your life, health, or ability to regain maximum function , or 3) you could be subject to severe pain that cannot be adequately managed without the care or treatment you are requesting.

If the information necessary to make a decision is not provided, additional information may be requested. Upon receipt of the additional information, you, your authorized representative or your attending physician will be notified of the determination within fifteen calendar days. If the additional information is not received within 45 days, the claim may be denied.

If Medica does not approve the request for prior authorization, you have the right to appeal Medica's decision as described in *Complaints*.

Under certain circumstances, Medica may perform concurrent review to determine whether services continue to be medically necessary. If Medica determines that services are no longer medically necessary, Medica will inform both you and your attending provider in writing of its decision. If Medica does not approve continued coverage, you or your attending provider may appeal Medica's initial decision (see *Complaints*).

Referrals to non-network providers

It is to your advantage to seek Medica's authorization for referrals to non-network providers *before* you receive services. Medica can then tell you what your benefits will be for the services you may receive.

If you want to apply for a standing referral to a non-network provider, contact Medica for more information. A standing referral is a referral issued by a network provider and authorized by Medica for conditions that require ongoing services from a specialist provider. Standing referrals will only be covered for the period of time appropriate to your medical condition. A standing referral may be granted if Medica determines a standing referral clinically appropriate.

Referrals and standing referrals will not be covered to accommodate personal preferences, family convenience, or other non-medical reasons. Referrals will also not be covered for care that has already been provided.

If your request for a standing referral is denied, you have the right to appeal this decision as described in *Complaints*.

<u>What you must do</u>

1. Request a referral or standing referral from a network provider to receive medically necessary services from a non-network provider. The referral will be in writing and will:
    a. Indicate the time period during which services must be received; and
    b. Specify the service(s) to be provided; and
    c. Direct you to the non-network provider selected by your network provider.
2. Seek prior authorization from Medica by calling one of the telephone numbers listed at the front of this Policy. Medica does not guarantee coverage of services that are received before you obtain prior authorization from Medica.
3. If prior authorization has been obtained from Medica, pay the same amount you would have paid if the services had been received from a network provider.
4. Pay any charges not authorized for coverage by Medica.

<u>What Medica will do</u>

1. May require that you see another network provider selected by Medica before a determination by Medica that a referral to a non-network provider is medically necessary.

2. May require that you obtain a referral or standing referral from a network provider to a non-network provider practicing in the same or similar specialty.

3. Provide coverage for health services that are:

   a. Otherwise eligible for coverage under this Policy or your Schedule of Payments; and

   b. Recommended by a network physician

4. Review your request for prior authorization and respond within fifteen calendar days of receipt of your request provided that all information reasonably necessary to make a decision has been given to Medica. However, Medica will respond within a time period not exceeding 72 hours from the time of the initial request if 1) your attending provider believes that an expedited appeal is warranted, or 2) Medica concludes that a delay could seriously jeopardize your life, health, or ability to regain maximum function, or 3) you could be subject to severe pain that cannot be adequately managed without the care or treatment you are seeking.

K. Continuity of care

To request continuity of care or if you have questions about how this may apply to you, call Customer Service at one of the telephone numbers listed at the front of this Policy.

If you are currently in an active course of treatment with a treating provider, you have a right to continuity of care. If the contract between Medica and your treating provider terminates without cause, you may be eligible to continue care with that provider. Continuity of care only applies if you are in an active course of treatment with the provider at the time the provider's contract is terminated. This does not apply when the provider's contract is terminated for cause.

Upon request, Medica will authorize continuity of care as described above for the following conditions:

1. An ongoing course of treatment for a life-threatening condition;
2. An ongoing course of treatment for a serious acute condition, such as chemotherapy;
3. Pregnancy in the second or third trimesters, through the postpartum period; or
4. An ongoing course of treatment for a health condition for which a treating physician or health care provider attests that discontinuing care by that physician or health care provider would worsen the condition or interfere with anticipated outcomes.

Continuity of care, as described above, will continue until the active course of treatment is complete, or 90 days, whichever is shorter. Authorization to continue to receive services from your current primary care provider, specialist or hospital may extend to the remainder of your life if a physician certifies that your life expectancy is 180 days or less.

Medica may require medical records or other supporting documentation from your provider to review your request, and will consider each request on a case-by-case basis. If Medica authorizes your request to continue care with your current provider, Medica will explain how continuity of care will be provided. After that time, your services or treatment will need to be transitioned to a network provider to

continue to be eligible for benefits. If your request is denied, Medica will explain the criteria used to make its decision. You may appeal this decision.

If your provider agrees to comply with Medica's prior authorization requirements, provides Medica with all necessary medical information related to your care, and accepts as payment in full the lesser of Medica's network provider reimbursement or the provider's customary charge for the service, then the provider will not be permitted to bill you for the amount in excess of your deductible and coinsurance or copay described in your Schedule of Payments.

Coverage will not be provided for services or treatments that are not otherwise covered under this Policy or your Schedule of Payments.

If Medica terminates your current provider's contract for cause, Medica will inform you of the change and how your care will be transferred to another network provider.

L. Harmful use of medical services

If it is determined that you are receiving health services or prescription drugs in a quantity or manner that may harm your health, Medica will notify you that you have 30 days to choose one network physician, hospital and pharmacy to be your coordinating health care providers.

If you do not choose your coordinating health care providers within 30 days, Medica will choose for you.

Failure to receive services from or through your coordinating health care providers will result in a denial of coverage.

You must obtain a referral from your coordinating health care provider if your condition requires care or treatment from a provider other than your coordinating health care provider.

Medica will send you specific information about:

1. How to obtain approval for benefits not available from your coordinating health care providers; and
2. How to obtain emergency care; and
3. When these restrictions end.

M. Medica's Right to Subrogation and Reimbursement

Medica has a right to subrogation and reimbursement. References to "you" or "your" in this Subrogation and Reimbursement section shall include you, your estate and your heirs and beneficiaries unless otherwise stated.

Subrogation applies when Medica has paid benefits on your behalf for a sickness or injury for which any third party is allegedly responsible. The right to subrogation means that Medica is substituted to and shall succeed to any and all legal claims that you may be entitled to pursue against any third party for the benefits that Medica paid that are related to the sickness or injury for which any third party is considered responsible.

The right to reimbursement means that if it is alleged that any third party caused or is responsible for a sickness or injury for which you receive a settlement, judgment, or other recovery from any third party, you must use those proceeds to fully return to Medica 100% of any benefits you received from Medica for that sickness or injury. The right of reimbursement shall apply to any benefits received at any time until the rights are extinguished, resolved or waived in writing.

The following persons and entities are considered third parties:

1. A person or entity alleged to have caused you to suffer a sickness, injury or damages, or who is legally responsible for the sickness, injury or damages.
2. Any insurer or other indemnifier of any person or entity alleged to have caused or who caused the sickness, injury or damages.
3. The plan sponsor in a workers' compensation case or other matter alleging liability.
4. Any person or entity who is or may be obligated to provide benefits or payments to you, including benefits or payments for underinsured or uninsured motorist protection, no-fault or traditional auto insurance, medical payment coverage (auto, homeowners or otherwise), workers' compensation coverage, other insurance carriers or third party administrators.
5. Any person or entity that is liable for payment to you on any equitable or legal liability theory.

You agree as follows:

1. You will cooperate with Medica in protecting our legal and equitable rights to subrogation and reimbursement in a timely manner, including, but not limited to:
    a. Notifying Medica promptly, in writing, of any potential legal claim(s) you may have against any third party for acts which caused benefits to be paid or become payable.
    b. Providing any relevant information requested by Medica.
    c. Signing and/or delivering such documents as Medica or its agents reasonably request to secure the subrogation and reimbursement claim.
    d. Responding to requests for information about any accident or injuries.
    e. Making court appearances.
    f. Obtaining Medica's consent or Medica's agents' consent before releasing any party from liability or payment of medical expenses.
    g. Complying with the terms of this section.

    Your failures to cooperate with Medica or abide by the terms of this Policy are each considered a breach of the terms of this Policy. As such, Medica has the right to take legal action against you for the value of benefits Medica has paid relating to any sickness or injury alleged to have been caused or caused by any third party to the extent not recovered by Medica due to you or your representative not cooperating with us or your failure to abide by the terms of this Policy.
2. Medica has a first priority right to receive payment on any claim against any third party before you receive payment from that third party. Further, Medica's first priority right to payment is superior to any and all claims, debts or liens asserted by any medical providers, including but not limited to hospitals or emergency treatment facilities, that assert a right to payment from funds payable from or recovered from an allegedly responsible third party and/or insurance carrier.

3. Medica's subrogation and reimbursement rights apply to full and partial settlements, judgments, or other recoveries paid or payable to you or your representative, your estate, your heirs and beneficiaries, no matter how those proceeds are captioned or characterized. Payments include, but are not limited to, economic, non-economic, pecuniary, consortium and punitive damages. Medica is not required to help you to pursue your claim for damages or personal injuries and no amount of associated costs, including attorneys' fees, shall be deducted from our recovery without Medica's express written consent.
4. Regardless of whether you have been fully compensated or made whole, Medica may collect from you the proceeds of any full or partial recovery that you or your legal representative obtain, whether in the form of a settlement (either before or after any determination of liability) or judgment, no matter how those proceeds are captioned or characterized. Proceeds from which Medica may collect include, but are not limited to, economic, non-economic, and punitive damages.
5. Benefits paid by Medica may also be considered to be benefits advanced.
6. If you receive any payment from any party as a result of sickness or injury, and Medica alleges some or all of those funds are due and owed to Medica, you and/or your representative shall hold those funds in trust, either in a separate bank account in your name or in your representative's trust account.
7. By participating in and accepting benefits from Medica, you agree that (i) any amounts recovered by you from any third party shall constitute Medica assets (to the extent of the amount of Medica benefits provided on behalf of the member).
8. Medica's rights to recovery will not be reduced due to your own negligence or comparative fault.
9. Upon Medica's request, you will assign in writing to Medica all rights of recovery against third parties, to the extent of the benefits Medica has paid for the sickness or injury.
10. You may not accept any settlement that does not fully reimburse Medica, without its written approval.
11. In the case of your death, giving rise to any survival claim, the provisions of this section apply to your estate, the personal representative of your estate. In the case of your death Medica's right of reimbursement and right of subrogation shall apply if a claim can be brought on behalf of you or your estate that can include a claim for past medical expenses or damages. The obligation to reimburse Medica is not extinguished by a release of claims or settlement agreement of any kind unless Medica expressly agrees in writing.
12. No allocation of damages, settlement funds or any other recovery, by you, your estate, the personal representative of your estate, your heirs or next of kin, your beneficiaries or any other person or party, except as part of a wrongful death claim in the case of your death, shall be valid if it does not reimburse Medica for 100% of its interest unless Medica provides written consent to the allocation.
13. The provisions of this section apply to the parents, guardian, or other representative of a dependent child who incurs a sickness or injury caused by any third party. If a parent or guardian may bring a claim for damages arising out of a minor's sickness or injury, the terms of this subrogation and reimbursement clause shall apply to that claim.

14. If any third party causes or is alleged to have caused you to suffer a sickness or injury while you are covered under this Policy, the provisions of this section continue to apply, even after you are no longer covered.

15. Medica's administrators or agents administering the terms and conditions of Medica's subrogation and reimbursement rights have such powers and duties as are necessary to discharge its duties and functions.

II. Out-of-Pocket Expenses

You are responsible for paying the cost of a service that is not medically necessary or is not a covered benefit even if the following occurs:

1. A provider performs, prescribes or recommends the service; or
2. The service is the only treatment available; or
3. You request and receive the service even though your provider does not recommend it. (Your network provider is required to inform you or, in some instances, provide a waiver for you to sign.)

If you miss or cancel an office visit less than 24 hours before your appointment, your provider may bill you for the service.

Please see your Schedule of Payments for specific information about your benefits and coverage levels. To verify coverage before receiving a particular service or supply, call Customer Service at one of the telephone numbers listed at the front of this Policy.

A. Cost sharing: copayments, coinsurance and deductibles

For benefits, you must pay the following:

1. Any applicable copayment, coinsurance and deductible as described in the Schedule of Payments.

   You must pay an annual deductible. The time period used to determine how much of your deductible you have satisfied is a calendar year. (See your Schedule of Payments.)

   Please note:

   - Amounts reimbursed or paid by a provider or manufacturer, including manufacturer coupons, point of service rebates, coupon cards, debit cards or other forms of reimbursement or payment on your behalf for a product or service, will not apply toward your deductible.
   - Medica counts the cost sharing paid by a member for an essential health benefit provided by a non-network ancillary provider in a network setting towards the member's annual limitation on cost sharing.
2. Any charge that is not covered under this Policy or the Schedule of Payments.

Cost sharing reductions

Cost-sharing is a combination of coinsurance, copayments and your deductible.

If the Exchange determines you are eligible for a cost-sharing reduction, you will be offered one of three silver cost-sharing variations based on your household income. This will lower your cost-sharing for benefits. If you move between different cost-sharing variations because of a redetermination of your eligibility for a specific cost-sharing variation, the time period does not start again when you move to a new cost-sharing variation, including a standard silver plan. Because different variations may have different deductibles, if you move to a plan with a higher deductible because of a change in your income, you will have to meet the new higher deductible, but the amounts you paid already will be counted toward the new higher deductible. You might also move to a plan with a lower deductible

based on a change in income, if you have already satisfied the high deductible, it will count toward your new deductible and out-of-pocket maximums, but you will not receive a rebate of the excess you have paid over your new deductible.

In the event a cost-sharing variation plan is no longer available through the Exchange as outlined in the *Ending Coverage* section, and you move to the standard cost-sharing version of that same plan, the time period for determining your cost-sharing does not start again for that calendar year.

For example, if you satisfy a $500 deductible and pay $100 in co-payments in one plan variation, then move to a different plan variation with a $750 deductible as a result of a change in eligibility, the $500 would apply towards the new deductible and you would need to satisfy the remaining $250 of the new deductible.

American Indians and Alaska Natives

If the Exchange determines you are eligible for a zero cost-sharing variation, you will be offered a zero cost-sharing variation of the plan you have chosen. This will eliminate your cost-sharing for benefits. An individual that the Exchange determines is an American Indian or Alaska Native will have no cost sharing required on benefits received from Indian Health Services, an Indian Tribe, Tribal Organization, or Urban Indian Organization (each as defined in 25 U.S.C. 1603), or through a referral under contract health services, as contract health services are defined and provided pursuant to 42 C.F. R. Subpart C and any other guidance issued pursuant to that section. If you intend this Policy to qualify as an HSA-compliant high deductible health plan allowing you to contribute to an HSA, you should carefully consider whether to accept a cost-sharing reduction for services from these providers. The cost-sharing reduction will disqualify this Policy from being an HSA-compliant high deductible health plan.

B. Out-of-pocket maximum

The out-of-pocket maximum is an accumulation of the:

- copayments
- coinsurance, and
- deductible

paid for benefits received during a calendar year. Unless otherwise specified, you will *not* be required to pay more than the out-of-pocket maximum for benefits received during a calendar year. Any amount or charge *not* covered, including charges for services not eligible for coverage, is *not* applicable toward the out-of-pocket maximum.

Please note that amounts reimbursed or paid by a provider or manufacturer, including manufacturer coupons, point of service rebates, coupon cards, debit cards or other forms of reimbursement or payment on your behalf for a product or service, will not apply toward your out-of-pocket maximum.

After the out-of-pocket maximum has been met, all other covered benefits received during the rest of the calendar year will be covered at 100%, except for any charge not covered by Medica. The out-of-pocket maximum is described in the Out-of-Pocket Expenses table in your Schedule of Payments.

Medica refunds the amount over the out-of-pocket maximum during any calendar year when proof of excess copayments, coinsurance and deductible is received and verified by Medica.

III. Covered Benefits

Prior authorization (approval in advance) is required before you receive certain services listed below. To determine if Medica requires prior authorization for a particular service or treatment, please call Medica Customer Service at one of the numbers listed at the front of this Policy. Please see *Prior authorization* in *Referrals and Prior Authorization* for more information about prior authorization requirements and processes.

A. Ambulance

Medica covers ambulance services as described in the Schedule of Payments.

The following notice concerning air ambulance services is provided as required by the North Dakota Insurance Department:

1. For non-network air ambulance service providers licensed by the North Dakota Department of Health, the reimbursement rate is equal to the average of Medica's reimbursement rates for the same service for network air ambulance providers licensed by the North Dakota Department of Health.
2. A claim made by the member for air ambulance services provided by a non-network air ambulance provider licensed by the North Dakota Department of Health will be paid in accordance with item 1. above. A payment made in accordance with item 1. above is the same as a network payment for services and is considered a full and final payment by the member for air ambulance services provided by such a non-network air ambulance provider billed to the member.

Not covered:

1. Ambulance transportation to another hospital when care for your condition is available at the network hospital where you were first admitted.
2. Non-emergency ambulance transportation services (except as described in the Schedule of Payments).

B. Anesthesia

Medica covers anesthesia services as described in the Schedule of Payments.

Not covered:

1. Anesthesia services provided by a non-network provider.
2. Anesthesia services provided for non-covered services, including transplant services from non-network providers.

C. Chiropractic

Medica covers chiropractic services to diagnose and to treat conditions related to muscles, skeleton and nerves of the body. This includes spinal manipulations, manual muscle stimulations, or other conjunctive or manipulative therapies.

Not covered:

1. Chiropractic manipulation services provided by a non-network provider.
2. Massage therapy which is performed in conjunction with other treatment by a chiropractor as part of a prescribed treatment plan that is billed separately.

D. Diabetes Management and Supplies

Medica covers:

- diabetes self-management training and education, including medical nutrition therapy, received from a provider in a program consistent with national educational standards (as established by the American Diabetes Association);
- diabetic equipment and supplies, including blood glucose meters when received from a network pharmacy;
- insulin pumps and their related supplies when received from a network durable medical equipment provider; and
- routine foot care will be covered if part of treatment for diabetes.

Not covered:

Diabetes management and supplies received from or provided by a non-network provider.

E. Diagnostic Imaging

Medica covers diagnostic imaging services such x-rays and other imaging services when:

- ordered by a provider, and
- provided in a clinic or outpatient hospital facility.

Not covered:

Diagnostic imaging services provided by a non-network provider.

F. Durable Medical Equipment, Prosthetics, and Miscellaneous Medical Supplies

Medica covers only a limited selection of durable medical equipment and certain related supplies (including habilitative and rehabilitative devices) that meet the criteria established by Medica. Some items ordered by your physician, even if medically necessary, may not be covered. The list of eligible durable medical equipment and certain related supplies is periodically reviewed and modified by Medica. To request a list of Medica's eligible durable medical equipment and certain related supplies, call Customer Service at one of the telephone numbers listed at the front of this Policy.

Medica determines if durable medical equipment will be purchased or rented. Medica's approval of rental of durable medical equipment is limited to a specific period of time. To request approval for an extension of the rental period, call Customer Service at one of the telephone numbers listed at the front of this Policy.

Quantity limits may apply to durable medical equipment, prosthetics and medical supplies.

If the durable medical equipment or prosthetic device is covered by Medica, but the model you select is not Medica's standard model, you will be responsible for the cost difference.

Diabetic equipment and supplies, other than insulin pumps and the equipment and supplies related to insulin pumps, are covered under the *Prescription Drug* section of this Policy.

Benefits apply to durable medical equipment and certain related supplies and prosthetic services prescribed by a physician and received from a network durable medical equipment provider as described in the Schedule of Payments when prescribed by a network provider.

To request a list of network durable medical equipment providers, call Customer Service at one of the telephone numbers listed at the front of this Policy.

Not covered:

1. Durable medical equipment and supplies, prosthetics and appliances provided by a non-network provider.
2. Durable medical equipment and supplies, prosthetics and appliances not on the Medica eligible list.
3. Charges in excess of the Medica standard model of durable medical equipment or prosthetics.
4. Repair, replacement or revision of properly functioning durable medical equipment and prosthetics, including, but not limited to, due to loss, damage or theft.
5. Duplicate durable medical equipment and prosthetics, including repair, replacement or revision of duplicate items.
6. Low protein modified food products or medical food to the extent these items are available under a department of health program.
7. Disposable supplies and appliances, except as described in this Policy or your Schedule of Payments.

G. Emergency Room

Medica covers emergency room services, as described in your Schedule of Payments, where a prudent layperson would believe that a condition or symptom requires immediate treatment to:

1. Preserve your life; or
2. Prevent serious impairment to your bodily functions, organs, or parts; or
3. Prevent placing your physical or mental health in serious jeopardy.

Emergency services from non-network providers will be covered benefits. To be eligible for coverage from non-network providers, services must be due to an emergency, as defined in *Definitions*.

You must notify Medica of emergency inpatient services as soon as reasonably possible after receiving inpatient services. Call Customer Service at one of the telephone numbers listed at the front of this Policy.

If you are confined in a non-network facility as a result of an emergency, you will be eligible for benefits until your attending physician agrees it is safe to transfer you to a network facility.

If the health services that you require do not meet the definition of emergency, you should refer to the most specific section of your Schedule of Payments for a description of your benefits.

To be eligible for benefits after an emergency, follow-up care or scheduled care must be received from a network provider.

For information on submitting claims for emergency services received in a foreign country, refer to *Submitting a Claim*.

Not covered:

1. Non-emergency care from non-network providers except as described in this Policy or the Schedule of Payments.
2. Unauthorized continued inpatient services in a non-network facility once the attending physician agrees it is safe to transfer you to a network facility.
3. Follow-up care or scheduled care from a non-network provider except as described in this Policy or the Schedule of Payments.
4. Transfers and admissions to network hospitals solely at the convenience of the member.

H. Genetic Counseling and Testing

Medica covers genetic counseling, whether pre-test or post-test, and whether occurring in an office, clinic or telephonically. Medica also covers genetic testing when the test will directly affect treatment decisions or frequency of screening for a disease, or when results of the test will affect reproductive choices. Please see your Schedule of Payments for more information.

Not covered:

1. Genetic counseling and testing services provided by a non-network provider.
2. Genetic testing when performed in the absence of symptoms or high risk factors for a heritable disease.
3. Genetic testing when knowledge of genetic status will not affect treatment decisions, frequency of screening for the disease, or reproductive choices.
4. Genetic testing that has been performed in response to direct to consumer marketing and not under the direction of your physician.

I. Home Health Care

Medica covers skilled care in your place of residence for members that are homebound. (Exception: You are not required to be homebound to be eligible for home infusion therapy or services received in your home from a physician.) Skilled services must be ordered by a physician who has conducted a face-to-face assessment per Medicare guidelines.

To be considered homebound, a doctor must certify that you're homebound. To be homebound means the following:

- Leaving your home isn't recommended because of your condition.
- Your condition keeps you from leaving your home without help (such as using a wheelchair or walker, needing special transportation, of getting help from another person).
- Leaving home takes a considerable and taxing effort.

A person may leave home for a medical treatment or short, infrequent absences for non-medical reasons, such as attending religious services. You can still get home health care if you attend adult day care, but you would get the home care services in your home. A dependent child may still be considered homebound when attending school where life support specialized equipment and help are available.

Please note: Your place of residence is where you make your home. This may be your own dwelling, a relative's home, an apartment complex that provides assisted living services or some other type of institution. However, an institution will not be considered your home if it is a hospital or skilled nursing facility.

Benefits in the Schedule of Payments apply to covered home health care services received from a network home health care agency. Please see your Schedule of Payments for more information.

Not covered:

1. Home health care provided by a non-network provider.
2. Extended hours home care.
3. Companion, homemaker and personal care services.
4. Services provided by a member of your family.
5. Custodial care and other non-skilled services.
6. Physical, occupational or speech therapy provided in your home for convenience.
7. Skilled nursing care, or skilled physical, occupational or speech therapy, provided in your home when you are not homebound.
8. Services primarily educational in nature.
9. Vocational and job rehabilitation.
10. Recreational therapy.
11. Self-care and self-help training (non-medical).
12. Health clubs.
13. Disposable supplies and appliances, except as described in this Policy or your Schedule of Payments.
14. Physical, occupational or speech therapy services when there is no reasonable expectation of improvement.
15. Voice training.
16. Outpatient rehabilitation services when no medical diagnosis is present.
17. Drugs provided or administered by a physician or other provider, except those drugs that meet the definition of "professionally administered drugs." Coverage for "professionally administered drugs" is as described under *Professionally Administered Drugs.* Coverage for drugs is as described in

Prescription Drugs, *Prescription Specialty Drugs* or otherwise described as a specific benefit elsewhere in this section.

J. Hospice

Medica covers hospice services including respite care. Care must be ordered, provided or arranged under the direction of a physician and received from a designated hospice program. Hospice services are covered only if arranged through a physician and received from a designated hospice program.

Hospice services are comprehensive palliative medical care and supportive social, emotional and spiritual services. These services are provided to terminally ill persons and their families, primarily in the patients' homes. A hospice interdisciplinary team, composed of professionals and volunteers, coordinates an individualized plan of care for each patient and family. The goal of hospice care is to make patients as comfortable as possible to enable them to live their final days to the fullest in the comfort of their own homes and with loved ones.

A designated hospice program means a hospice program that has entered into a separate contract with Medica to provide hospice services to members. The specific services you receive may vary depending upon which program you select.

Respite care is a form of hospice services that gives uncompensated primary caregivers (i.e., family members or friends) rest or relief when necessary to maintain a terminally ill member at home. Respite care is limited to not more than five consecutive days at a time.

To be eligible for the hospice benefits described in this section, you must:

1. Be a terminally ill patient; and
2. Have chosen a palliative treatment focus (i.e., one that emphasizes comfort and supportive services rather than treatment attempting to cure the disease or condition).

You will be considered terminally ill if there is a written medical prognosis by your physician that your life expectancy is six months or less if the terminal illness runs its normal course. This certification must be made not later than two days after the hospice care is initiated.

Members who elect to receive hospice services do so in place of curative treatment for their terminal illness for the period they are enrolled in the hospice program.

You may withdraw from the hospice program at any time upon written notice to the designated hospice program. You must follow the designated hospice program's requirements to withdraw from the designated hospice program.

Not covered:

1. Hospice services provided by a non-network provider.
2. Respite care for more than five consecutive days at a time.
3. Home health care and skilled nursing facility services when services are not consistent with the hospice program's plan of care.
4. Services not included in the hospice program's plan of care.
5. Services not provided by the hospice program.
6. Hospice daycare, except when recommended and provided by the hospice program.

7. Any services provided by a family member or friend, or individuals who are residents in your home.
8. Financial or legal counseling services, except when recommended and provided by the hospice program.
9. Housekeeping or meal services in your home, except when recommended and provided by the hospice program.
10. Bereavement counseling, except when recommended and provided by the hospice program.

K. Hospital

Medica covers physician directed hospital and ambulatory surgical center services as described in your Schedule of Payments. More than one copayment or coinsurance may be required if you receive more than one service, or see more than one provider per visit.

Important: The most specific and appropriate section of this Policy and your Schedule of Payments will apply for benefits related to the treatment of a specific condition.

When an inpatient stay spans an old and new policy year, the benefit for charges billed on the hospital claim will be based on the old policy year provisions. Certain covered services received, such as a physician visit or lab and pathology services, performed during the inpatient stay but billed separately from the hospital, will apply to the benefits in effect on the date the covered service was provided.

If your coverage under a Medica policy ends during your inpatient stay, Medica will not cover the portion of your inpatient stay or other services received after your Medica Policy terminates.

Not covered:

1. Services received from a non-network hospital or non-network ambulatory surgical center.
2. Drugs received at a hospital on an outpatient basis, except drugs that meet the definition of "professionally administered drugs" or drugs received in an emergency room or a hospital observation room. Coverage for "professionally administered drugs" is as described under *Professionally Administered Drugs.* Coverage for drugs is as described in *Prescription Drugs* and *Prescription Specialty Drugs*.
3. Admission to another hospital is not covered when care for your condition is available at the network hospital where you were first admitted.

L. Infertility Services

Medica's coverage is limited to the diagnosis of infertility as described in the Schedule of Payments. Coverage includes benefits for professional, hospital, and ambulatory surgical services. All services, supplies and associated expenses for the treatment of infertility are not covered.

Not covered:

1. Services received for the diagnosis of infertility provided by a non-network provider.
2. Procedures, tests, or other services that are exclusively provided to monitor the effectiveness of non-covered fertilization procedures.
3. Physician, hospital and ambulatory surgical center services for the treatment of infertility.

4. Infertility drugs.
5. Assisted reproductive technology services, including but not limited to: in vitro fertilization (IVF), gamete and zygote intrafallopian transfer (GIFT and ZIFT) procedures; tubal embryo transfer; intracytoplasmic sperm injection (ICSI); ova or embryo acquisition, retrieval, donation, preservation, and/or storage; and/or any conception that occurs outside the woman's body.
6. Services related to surrogate pregnancy for a person not covered as a member under this Policy.
7. Sperm banking and/or storage.
8. Services related to adoption.
9. Donor sperm.
10. Donor eggs.
11. Services for intrauterine insemination (IUI).

M. Lab and Pathology

Medica covers services provided in a clinic or outpatient hospital facility and described in your Schedule of Payments. Inpatient lab and pathology services are covered at the *Hospital* or *Skilled Nursing Facility* benefit level as described in your Schedule of Payments.

Please note: Lab and pathology for preventive health care services are covered at the Preventive Health Care benefit level as described in your Schedule of Payments.

Not covered:

Lab and pathology services provided by a non-network provider.

N. Maternity

Medica covers medical services for prenatal care, labor and delivery, postpartum care, and related complications as described in your Schedule of Payments. Under the **Newborns' and Mothers' Health Protection Act of 1996** Medica may not restrict benefits for any hospital stay in connection with childbirth for the mother or newborn child member to less than 48 hours following a vaginal delivery (or less than 96 hours following a cesarean section). However, federal law generally does not prohibit the mother or newborn child member's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours, as applicable). In any case, Medica may not require a provider to obtain prior authorization from Medica for a length of stay of 48 hours or less (or 96 hours, as applicable).

More than one copayment or coinsurance may be required if you receive more than one service or see more than one provider per visit. Medica encourages you to enroll your newborn dependent under the Contract within 30 days from the date of birth, date of placement for adoption, or date of adoption.

Each member's hospital admission is separate from the admission of any other member. That means a separate deductible and copayment or coinsurance will be applied to both you and your newborn for inpatient services related to labor and delivery.

Not all services that are received during your pregnancy are considered prenatal care. Some of the services that are not considered prenatal care include (but are not limited to) treatment of the following:

1. Conditions that existed prior to (and independently of) the pregnancy, such as diabetes or lupus, even if the pregnancy has caused those conditions to require more frequent care or monitoring.
2. Conditions that have arisen concurrently with the pregnancy but are not directly related to care of the pregnancy, such as back and neck pain or skin rash.
3. Miscarriage and ectopic pregnancy.

Services that are not considered prenatal care may be eligible for coverage under the most specific and appropriate section of this Policy or your Schedule or Payments. Please refer to your Schedule of Payments for coverage information.

When an inpatient stay spans an old and new policy year, the benefit for charges billed on the hospital claim will be based on the old policy year provisions. Certain covered services received, such as a physician visit or lab and pathology services, performed during the inpatient stay but billed separately from the hospital, will apply to the benefits in effect on the date the covered service was provided.

If your coverage under a Medica policy ends during your inpatient stay, Medica will not cover the portion of your inpatient stay or other services received after your Medica Policy terminates.

Not covered:

1. Maternity care provided by a non-network provider.
2. Health care professional services for maternity labor delivery in the home.
3. Services from a doula.
4. Childbirth and other educational classes.

O. Medical Related Dental

Medica covers medical-related dental services received from a physician or dentist as described in your Schedule of Payments.

Please note: This section does not describe coverage for comprehensive dental procedures. Comprehensive dental procedures are services rendered by a dentist to treat teeth, their supporting soft tissue and bony structure, or the alignment or occlusion of the teeth. These services are not covered under any section of this Policy or your Schedule of Payments.

Not covered:

1. Medical-related dental services provided by a non-network provider.
2. Oral surgery, except as described in this Policy or your Schedule of Payments.
3. Dental services to treat an injury from biting or chewing.
4. Osteotomies and other procedures associated with the fitting of dentures or dental implants.
5. Dental implants (tooth replacement).
6. Any other dental procedures or treatment, whether the dental treatment is needed because of a primary dental problem or as a manifestation of a medical treatment or condition.

7. Any orthodontia including that associated with orthognathic procedures or accident-related dental injuries.
8. Tooth extractions.
9. Any dental procedures or treatment related to periodontal disease.
10. Endodontic procedures and treatment, including root canal procedures and treatment.
11. Routine diagnostic and preventive dental services.

P. Mental Health

Medica covers services to diagnose and treat mental disorders listed in the current edition of the *Diagnostic and Statistical Manual of Mental Disorders* as described in your Schedule of Payments.

Mental health benefits

If you require hospitalization, Medica will refer you to one of its hospital providers. Call Customer Service at one of the telephone numbers listed at the front of this Policy. **Emergency mental health services are covered benefits.** After receiving emergency mental health inpatient services please notify Customer Service at one of the telephone numbers listed at the front of this Policy as soon as reasonably possible.

Outpatient mental health services include:

1. Diagnostic evaluations and psychological testing.
2. Psychotherapy and psychiatric services.
3. Intensive outpatient programs, including day treatment and partial programs, which may include multiple services/modalities and lodging, delivered in an outpatient setting (up to 19 hours per week).
4. Relationship and family therapy if there is a clinical diagnosis.
5. Treatment of serious or persistent disorders.
6. Diagnostic evaluation for attention deficit hyperactivity disorder (ADHD) or pervasive development disorders (PDD).
7. Treatment of pathological gambling.

Inpatient services include:

1. Room and board.
2. Attending psychiatric services.
3. Hospital or facility-based professional services.
4. Partial program. This may be in a freestanding facility or hospital based. Active treatment is provided through specialized programming with medical/psychological intervention and supervision during program hours. Partial program means a treatment program of 20 hours or more per week and may include lodging.
5. Residential treatment services. These services include either:

a. A residential treatment program serving children and adolescents with severe emotional disturbance, licensed under North Dakota Century Code Title 25-03.2-03; or

b. A licensed or certified mental health treatment program providing intensive therapeutic services. In addition to room and board, at least 30 hours a week per individual of mental health services must be provided, including group and individual counseling, client education, and other services specific to mental health treatment. Also, the program must provide an on-site medical/psychiatric assessment within 48 hours of admission, psychiatric follow-up visits at least once per week, and 24 hour nursing coverage.

Not covered:

1. Mental health services provided by a non-network provider.
2. Services for mental disorders not listed in the current edition of the *Diagnostic and Statistical Manual of Mental Disorders.*
3. Services, care or treatment that is not medically necessary.
4. Relationship and family therapy in the absence of a clinical diagnosis.
5. Telephonic psychotherapy treatment services, unless such services are provided in accordance with Medica's telemedicine policies and procedures.
6. Services beyond the initial evaluation to diagnose developmental disability or learning disabilities, as those conditions are defined in the current edition of the American Psychiatric Association's *Diagnostic and Statistical Manual of Mental Disorders*.
7. Services, including room and board charges, provided by health care professionals or facilities that are not appropriately licensed, certified, or otherwise qualified under state law to provide mental health services. This includes, but is not limited to, services provided by mental health providers who are not authorized under state law to practice independently, and services received at a halfway house, therapeutic group home, boarding school or ranch.
8. Services to assist in activities of daily living that do not seek to cure and are performed regularly as a part of a routine or schedule.
9. Room and board charges associated with mental health residential treatment services providing less than 30 hours a week per individual of mental health services, or lacking an on-site medical/psychiatric assessment within 48 hours of admission, psychiatric follow-up visits at least once per week, and 24-hour nursing coverage.
10. Drugs provided or administered by a physician or other provider, except those drugs that meet the definition of "professionally administered drugs." Coverage for "professionally administered drugs" is as described under *Professionally Administered Drugs.* Coverage for drugs is as described in *Prescription Drugs*, *Prescription Specialty Drugs* or otherwise described as a specific benefit elsewhere in this section.

Q. Office Visits

Please note: This benefit does not include services received from locations using "hospital-based outpatient billing" practices. The most specific and appropriate benefit in this Policy will apply for each service received at that type of provider. If you are unsure if your provider uses these billing practices, please contact them.

Medica covers office visits as described in your Schedule of Payments.

Important: The most specific and appropriate section of this Policy and your Schedule of Payments will apply for benefits related to the treatment of a specific condition. For some services, there may be a facility charge resulting in copayment or coinsurance in addition to the provider services copayment or coinsurance. More than one copayment or coinsurance may also be required if you receive more than one service, or see more than one provider per visit. Call Customer Service at one of the telephone numbers listed at the front of this Policy to determine in advance whether a specific procedure is a benefit and the applicable coverage level for each service that you receive.

Not covered:

1. Office visit services provided by a non-network provider.
2. Drugs provided or administered by a physician or other provider, except those drugs that meet the definition of "professionally administered drugs." Coverage for "professionally administered drugs" is as described under *Professionally Administered Drug*s. Coverage for drugs is as described in *Prescription Drugs*, *Prescription Specialty Drugs* or otherwise described as a specific benefit elsewhere in this section.

R. Organ and Bone Marrow Transplants and Other Complex Medical Conditions

Medica covers certain organ and bone marrow transplant services and services for other complex medical conditions. Not all network hospitals are designated facilities for organ and bone marrow transplants and other complex medical conditions. Services covered under this section must be provided under the direction of a physician and received at a designated facility. Coverage under this section is provided for certain medical conditions and certain types of organ or bone marrow transplants and related services (including organ acquisition and procurement) that are:

- medically necessary,
- appropriate for the diagnosis,
- without contraindications, and
- non-investigative.

Organ and Bone Marrow Transplants: Medica uses specific medical criteria to determine benefits for organ and bone marrow transplant services. Because medical technology is constantly changing, Medica reserves the right to review and update these medical criteria. Benefits for each individual member will be determined based on the clinical circumstances of the member according to Medica's medical criteria.

Coverage is provided for the following human organ transplants, if appropriate, under Medica's medical criteria and not otherwise excluded from coverage:

- cornea,
- kidney,
- lung,
- heart,
- heart/lung,
- pancreas,
- liver,

- allogeneic, autologous and syngeneic bone marrow. Bone marrow transplants include the transplant of stem cells from bone marrow, peripheral blood and umbilical cord blood.

The preceding is not a comprehensive list of eligible organ and bone marrow transplant services.

Benefits apply to transplant services provided by a network provider and received at a designated facility for transplant services. One evaluation is allowed per transplant procedure. Medica has entered into separate contracts to provide certain transplant-related health services to members receiving transplants. You may be evaluated and listed as a potential recipient at multiple designated facilities for transplant services.

Medica requires that all pre-transplant, transplant and post-transplant services, from the time of the initial evaluation through no more than one year after the date of the transplant, be received at one designated facility (that you select from among the list of transplant facilities Medica provides). Based on the type of transplant you receive, Medica will determine the specific time period medically necessary for these services.

Other Complex Medical Conditions: Medica uses specific medical criteria to determine benefits for complex medical conditions. Because medical technology is constantly changing, Medica reserves the right to review and update these medical criteria.

- For certain complex medical conditions, benefits are only available under this section if there is no network care available under other provisions of this policy for the complex medical condition.
- For certain other complex medical conditions, even if network care is available under other provisions of this policy, benefits under this policy for the treatment of the complex medical condition are only available under this section. If you choose not to obtain care from a designated facility, benefits are not available under this policy for treatment of that complex medical condition.

Benefits under this section apply to services for complex medical conditions provided by a network provider and received at a designated facility. Medica has entered into separate contracts to provide certain health services for complex medical conditions to members.

Not covered:

1. Services provided by a non-network provider or non-designated facility.
2. Organ and bone marrow transplant services except as described in this section.
3. Supplies and services related to transplants that would not be authorized by Medica under the medical criteria referenced in this section.
4. Chemotherapy, radiation therapy, drugs or any therapy used to damage the bone marrow and related to transplants that would not be authorized by Medica under the medical criteria referenced in this section.
5. Living donor transplants that would not be authorized by Medica under the medical criteria referenced in this section.
6. Islet cell transplants except for autologous islet cell transplants associated with pancreatectomy.
7. Services required to meet the patient selection criteria for the authorized procedure. This includes:
    - treatment of nicotine or caffeine addiction,

- services and related expenses for weight loss programs,
- nutritional supplements,
- appetite suppressants, and
- supplies of a similar nature not otherwise covered under this Policy or your Schedule of Payments.

8. Mechanical, artificial or non-human organ implants or transplants and related services that would not be authorized by Medica under the medical criteria referenced in this section.
9. Services that are investigative.
10. Private collection and storage of umbilical cord blood for directed use.
11. Drugs provided or administered by a physician or other provider on an outpatient basis, except those drugs that meet the definition of "professionally administered drugs." Coverage for "professionally administered drugs" is as described under *Professionally Administered Drugs*. Coverage for drugs is as described in *Prescription Drugs* and *Prescription Specialty Drugs* or otherwise described as a specific benefit in this Policy.

S. Physical, Occupational and Speech Therapy

Medica covers the following rehabilitative and habilitative care:

- outpatient physical therapy,
- outpatient speech therapy, and
- outpatient occupational therapy,

as described in your Schedule of Payments. A physician must direct your care.

Not covered:

1. Physical, occupational or speech therapy provided by a non-network provider.
2. Services primarily educational in nature.
3. Vocational and job rehabilitation.
4. Recreational therapy.
5. Self-care and self-help training (non-medical).
6. Health clubs.
7. Physical, occupational or speech therapy services when there is no reasonable expectation of improvement.
8. Voice training.
9. Group physical, speech and occupational therapy.

T. Prescription Drugs

Prescription drugs and supplies are covered if they are:

- Prescribed by an authorized provider,
- Included on Medica's drug list (unless identified as not covered), and

- Received from a network pharmacy.

The Schedule of Payments describes your copayment or coinsurance for prescription drugs themselves. An additional copayment or coinsurance applies for the provider's services if you require that a provider administer self-administered drugs, as described in other applicable sections of this Policy or your Schedule of Payments. For these purposes, "self-administered drugs" are drugs that do not meet the definition of "professionally administered drugs."

Coverage for specialty prescription drugs (drugs used to treat complex conditions and which may require special handling) is described in the next section, *Prescription Specialty Drugs.*

While diabetic equipment and supplies, including blood glucose meters, are covered under the diabetic equipment and supplies benefit in this section, coverage for insulin pumps and related supplies is described under *Durable Medical Equipment, Prosthetics and Miscellaneous Medical Supplies*.

Medica's Drug List

Medica's drug list (Drug List) is comprised of drugs that meet the medical needs of our members and have proven safety and effectiveness. It includes both brand-name and generic drugs. The drugs on this list have been approved by the Food and Drug Administration (FDA). The Drug List identifies whether a drug is classified by Medica as a preferred generic, generic, preferred brand, or non-preferred brand drug. A team of physicians and pharmacists meets regularly to review and update the Drug List. Your doctor can use this list to select medications for your health care needs, while helping you maximize your prescription drug benefit. You will be notified in advance if there are any changes to the Drug List that affect medications you are receiving.

The terms "generic" and "brand name" are used in the health care industry in different ways. To better understand your coverage, please review the following:

Generic: A drug: (1) that contains the same active ingredient as a brand name drug and is chemically equivalent to a brand name drug in strength, concentration, dosage form and route of administration; or (2) that Medica identifies as a preferred generic or generic product. Medica uses industry standard resources to determine a drug's classification as either brand name or generic. Not all products identified as "generic" by the manufacturer, pharmacy or your provider may be classified by Medica as generic.

Medica's Drug List includes **preferred generic** drugs and **generic** drugs. These medications are your lower copayment or coinsurance options. Consider a preferred generic or generic covered drug if you and your provider decide such a drug is appropriate for your treatment. Preferred generic drugs may be identified in the Drug List as Tier 1 and generic drugs may be identified as Tier 2.

Brand: A drug: (1) that is manufactured and marketed under a trademark or name by a specific drug manufacturer; or (2) that Medica identifies as a brand name product. Medica uses industry standard resources to determine a drug's classification as either brand name or generic. Not all products identified as "brand name" by the manufacturer, pharmacy or your provider may be classified by Medica as brand name.

Preferred brand drugs on the Drug List have a higher copayment or coinsurance. You may consider a preferred brand covered drug to treat your condition if you and your provider decide it is appropriate. Preferred brand drugs may be identified in the Drug List as Tier 3.

Non-preferred brand drugs have the highest copayment or coinsurance. The covered non-preferred brand drugs are usually more costly. Non-preferred brand drugs may be identified in the Drug List as Tier 4.

If you have questions about Medica's Drug List or whether a specific drug is covered (and/or whether the drug is preferred generic, generic, preferred brand, or non-preferred brand), or if you would like to request a copy of the Drug List at no charge, call Customer Service at one of the telephone numbers listed at the front of this Policy. It is also available on **medica.com/IndividualLogin**.

Prescription unit

A prescription unit is the amount that will be dispensed unless it is limited by the drug manufacturer's packaging, dosing instructions or Medica's medication request guidelines. This includes quantity limits that are indicated on the Drug List. Copayment or coinsurance amounts will apply to each prescription unit dispensed.

One prescription unit from a pharmacy is a 31-consecutive-day supply (or, in the case of contraceptives, up to a one-cycle supply).

Medica has specifically designated certain network pharmacies to dispense multiple prescription units. These pharmacies may dispense three prescription units for covered drugs prescribed to treat chronic conditions. For the list of these designated pharmacies, visit **medica.com** or call Customer Service.

Special requirements

For some prescriptions there are special requirements that must be met in order to receive coverage. These include:

Prior authorization (PA)

Certain drugs require prior authorization (approval in advance) from Medica in order to be covered. These medications are shown on the Drug List with the abbreviation "PA." The Drug List is available to providers, including pharmacies. Please see *Prior authorization* in *Referrals and Prior Authorization* for more information about prior authorization requirements and processes. Your network provider who prescribes the drug should initiate the prior authorization process. You must contact Customer Service to request prior authorization for drugs prescribed by a non-network provider. You will pay the entire cost of the drug received if you do not meet Medica's authorization criteria.

Step therapy (ST)

Step therapy is a process that involves trying an alternative covered drug first (typically a generic drug) before moving to a preferred brand or non-preferred brand covered drug for treatment of the same medical condition. The medications subject to step therapy are shown on the Drug List with the abbreviation "ST." You must meet applicable step therapy requirements before Medica will cover these preferred brand or non-preferred brand drugs.

Quantity limits (QL)

Certain covered drugs have limits on the maximum quantity allowed per prescription over a specific time period. The medications subject to quantity limits are shown on the Drug List with the abbreviation "QL." Some quantity limits are based on the manufacturer's packaging, FDA labeling or clinical guidelines.

Pharmacy requirement

Certain self-administered cancer treatment medications must be obtained from a Medica-designated specialty pharmacy in order to be covered.

Exceptions to the Drug List

In certain cases, it is possible to get an exception to the coverage rules described under *Medica's Drug List* above. **Please note that exceptions will only be allowed when specific clinical criteria are satisfied.**

If you have a health condition that may seriously jeopardize your life, health, or ability to regain maximum function or if you are undergoing a current course of treatment with a drug not included on the Drug List, an expedited review may be requested. Medica will make a determination and provide notification on an expedited review request within 24 hours of receiving the request. For all other exception requests (standard requests), Medica will make a determination and provide notification within 72 hours of receiving the request.

If Medica denies your request for an exception, you, your provider, or other designee may request an independent review of Medica's decision by an external review organization. To make a request, you may call Customer Service at one of the telephone numbers listed at the front of this Policy or contact Medica by writing to Customer Service, Route CP595, PO Box 9310, Minneapolis, MN 55440-9310. You will be notified of the external review organization's decision within 72 hours of receipt of the request for external review, unless you are requesting review of a denial that was completed as an expedited review. In that case, you will be notified of the external review organization's decision within 24 hours of receipt of the request for external review.

If you would like to request a copy of Medica's Drug List exception process or for more information regarding the expedited review process, call Customer Service at one of the telephone numbers listed at the front of this Policy.

Not covered:

1. Prescription drugs, including diabetic equipment and supplies and preventive drugs and other supplies, received at a non-network pharmacy.
2. Any amount above what Medica would have paid when you fail to identify yourself to the pharmacy as a member. (Medica will notify you before enforcement of this provision.)
3. Over the counter (OTC) drugs that by federal or state law do not require a prescription order or refill and any medication that is therapeutically equivalent to an OTC drug.
4. Replacement of a drug due to loss, damage, or theft.
5. Appetite suppressants.
6. Weight loss medications.
7. Sexual dysfunction medications.
8. Non-sedating antihistamines and non-sedating antihistamine/decongestant combinations.
9. Proton pump inhibitors, except for members twelve (12) years of age and younger, and those members who have a feeding tube.
10. Drugs prescribed by a provider who is not acting within his/her scope of licensure.
11. Homeopathic medicine.
12. Infertility drugs.
13. Specialty prescription drugs, except as described in *Prescription Specialty Drugs*.

14. Drugs and supplies not listed on the Medica's Drug List, unless covered through the exception process described in this Policy. Such exclusions are in addition to drugs or classes of drugs excluded under other provisions of this Policy.
15. Bulk powders, chemicals and products used in prescription drug compounding.
16. Products that are duplicative to, or are in the same class and category as, products on Medica's Drug List.
17. New to market drugs: Products recently approved by the FDA and introduced into the market will not be covered until they are reviewed and considered for placement on the Drug List.

U. Prescription Specialty Drugs

Specialty medications are high-technology, high cost, oral or injectable drugs used for the treatment of certain diseases that require complex therapies. Many specialty medications require special handling and in most cases are prescribed by a specialist.

Specialty prescription drugs are covered if they are:

- Prescribed by an authorized provider,
- Included on Medica's specialty drug list (unless identified as not covered), and
- Received from a designated specialty pharmacy.

A current list of designated specialty pharmacies is available on **medica.com/IndividualLogin.** You can also call Customer Service at one of the telephone numbers listed at the front of this Policy.

The Schedule of Payments describes your copayment or coinsurance for the specialty prescription drug. An additional copayment or coinsurance will apply for a provider's services if you require that they administer a self-administered drug. For these purposes, "self-administered drugs" are drugs that do not meet the definition of "professionally administered drugs."

Medica's Specialty Drug List

Medica's specialty drug list (Specialty Drug List) is comprised of drugs that meet the medical needs of our members and have been selected based on their safety, effectiveness, uniqueness and cost. They have been approved by the Food and Drug Administration (FDA). A team of physicians and pharmacists meets regularly to review and update the Specialty Drug List.

You and your doctor can use this list to select medications for your health care needs, while helping you maximize your prescription drug benefit. You will be notified in advance if there are any changes to the Specialty Drug List that affect medications you are receiving.

Preferred specialty prescription drugs are your lowest copayment or coinsurance option. For your lowest share of the cost, consider a preferred specialty prescription drug if you and your physician decide it is appropriate for your treatment. Preferred specialty drugs may be identified in the Specialty Drug List as Tier 5.

Non-preferred specialty prescription drugs have a higher copayment or coinsurance than preferred specialty prescription drugs. There is no copayment or coinsurance difference between a generic specialty prescription drug and a brand name specialty prescription drug within the non-preferred specialty prescription drug category. Consider a non-preferred specialty prescription drug if you and your physician decide it is appropriate for your treatment. Non-preferred specialty drugs may be identified in the Specialty Drug List as Tier 6.

If you have questions about Medica's Specialty Drug List or whether a specific specialty prescription drug is covered (and/or the benefit level at which the drug may be covered), or if you would like to request a copy of the Specialty Drug List, at no charge, call Customer Service at one of the telephone numbers listed at the front of this Policy. It is also available on **medica.com/IndividualLogin**.

Prescription unit

One prescription unit from a designated specialty pharmacy is a 31-consecutive-day supply.
A prescription unit is the amount that will be dispensed unless it is limited by the drug manufacturer's packaging, dosing instructions or Medica's medication request guidelines. This includes quantity limits that are indicated on the Specialty Drug List. Copayment or coinsurance amounts will apply to each prescription unit dispensed.

Special requirements

For some prescriptions there are special requirements that must be met in order to receive coverage. These include:

Prior authorization

Certain specialty prescription drugs require prior authorization (approval in advance) from Medica in order to be covered. These medications are shown on the Specialty Drug List with the abbreviation "PA." The Specialty Drug List is available to providers, including designated specialty pharmacies. Please see *Prior authorization* in *Referrals and Prior Authorization* for more information about prior authorization requirements and processes. Your network provider who prescribes the drug should initiate the prior authorization process. You must contact Customer Service to request prior authorization for drugs prescribed by a non-network provider. You will pay the entire cost of the drug received if you do not meet Medica's authorization criteria.

Step therapy (ST)

Step therapy is a process that involves trying an alternative covered specialty prescription drug (typically a preferred drug) before moving to certain other preferred or non-preferred drugs. The medications subject to Step Therapy are shown on the Specialty Drug List with the abbreviation "ST." You must meet applicable step therapy requirements before Medica will cover these preferred or non-preferred drugs.

Quantity limits (QL)

Certain covered specialty prescription drugs have limits on the maximum quantity allowed per prescription over a specific period of time. These specialty medications are shown on the Specialty Drug List with the abbreviation "QL." Some quantity limits are based on the manufacturer's packaging, FDA labeling or clinical guidelines.

Exceptions to the Specialty Drug List

In certain cases, it is possible to get an exception that will cover a specialty medication that is generally not covered. **Please note that exceptions will only be allowed when specific clinical criteria are satisfied.**

If you have a condition that may seriously jeopardize your life, health or ability to regain maximum function or if you are undergoing a current course of treatment with a drug not included on the Specialty Drug List, an expedited review may be requested. Medica will make a determination and provide notification on an expedited review request within 24 hours of receiving the request. For all other exception requests (standard requests), Medica will make a determination and provide notification within 72 hours of receiving the request.

If Medica denies your request for an exception, you, your provider, or other designee may request an independent review of Medica's decision by an external review organization. To make a request, you may call Customer Service at one of the telephone numbers listed at the front of this Policy or contact Medica by writing to Customer Service, Route CP595, PO Box 9310, Minneapolis, MN 55440-9310. You will be notified of the external review organization's decision within 72 hours of receipt of the request for external review, unless you are requesting review of a denial that was completed as an expedited review. In that case, you will be notified of the external review organization's decision within 24 hours of receipt of the request for external review.

If you would like to request a copy of Medica's Specialty Drug List exception process or for more information regarding the expedited review process, call Customer Service at one of the telephone numbers listed at the front of this Policy.

Not covered:

1. Specialty prescription drugs received from a pharmacy that is not a designated specialty pharmacy.
2. Any amount above what Medica would have paid when you fail to identify yourself to the designated specialty pharmacy as a member. (Medica will notify you before enforcement of this provision.)
3. Replacement of a specialty prescription drug due to loss, damage, or theft.
4. Specialty prescription drugs prescribed by a provider who is not acting within their scope of licensure.
5. Prescription drugs and OTC drugs, except as described in *Prescription Drugs*.
6. Weight loss medications.
7. Specialty drugs not listed on Medica's Specialty Drug List, unless covered through the exception process described in this Policy.
8. Infertility drugs.
9. New to market drugs: Products recently approved by the FDA and introduced into the market will not be covered until they are reviewed and considered for placement on the Specialty Drug List.

V. Preventive Health Care

Medica covers the following eligible preventive health services as described in your Schedule of Payments:

1. Child health supervision services, including well-baby care.
2. Immunizations.
3. Early disease detection services including physicals.
4. Routine screening procedures for cancer.
5. Women's preventive health services including mammograms, screenings for cervical cancer, human papillomavirus (HPV) testing, counseling for sexually transmitted infections,

counseling for immunodeficiency virus (HIV), BRCA genetic testing and related genetic counseling (when appropriate), and sterilization.

6. Other preventive health services.

Please see the definition of *Preventive Health Services* for more information.

Please note: If you receive preventive and non-preventive health services during the same visit, the non-preventive health services may be subject to a copayment, coinsurance, or deductible, as described in other applicable sections in your Schedule of Payments. The most specific and appropriate benefit in the Schedule of Payments will apply for each service received during a visit.

Not covered:

Preventive health services provided by a non-network provider.

W. Professionally Administered Drugs

Medica covers medically necessary professionally administered drugs that are administered, in conjunction with a covered benefit such as an office visit or home health care visit, by a physician acting within the scope of the provider's license, on an outpatient basis in a hospital, physician's office, or in your home.

If you require certain professionally administered drugs, we may direct you to a designated facility with whom we have an arrangement to provide those certain professionally administered drugs. Such designated facilities may include an outpatient pharmacy, specialty pharmacy, home health care agency, home infusion provider, hospital-affiliated pharmacy or hemophilia treatment center contracted pharmacy. If you or your provider administering the professionally administered drugs are directed to a designated facility and you or your provider choose not to obtain your professionally administered drug from that designated facility, benefits are not available under this policy for that professionally administered drug.

Not covered:

Professionally administered drugs provided by a non-network provider.

X. Reconstructive and Restorative Surgery (Including Mastectomy Reconstruction)

Medica covers medically necessary reconstructive and restorative surgery services. To be eligible, reconstructive and restorative surgery services must be medically necessary and not cosmetic.

Medica will cover all stages of reconstruction of the breast on which the mastectomy was performed and surgery and reconstruction of the other breast to produce a symmetrical appearance. Medica will also cover prostheses and physical complications, including lymphedemas, at all stages of mastectomy.

Not covered:

1. Reconstructive and restorative surgery services provided by a non-network provider.

2. Revision of blemishes on skin surfaces and scars (including scar excisions) primarily for cosmetic purposes, unless otherwise covered in this Policy or your Schedule of Payments.
3. Repair of a pierced body part and surgical repair of bald spots or loss of hair.
4. Repairs to teeth, including any other dental procedures or treatment, whether the dental treatment is needed because of a primary dental problem or as a manifestation of a medical treatment or condition.
5. Services and procedures primarily for cosmetic purposes.
6. Surgical correction of male breast enlargement primarily for cosmetic purposes.
7. Hair transplants.
8. Drugs provided or administered by a physician or other provider on an outpatient basis, except those drugs that meet the definition of "professionally administered drugs." Coverage for "professionally administered drugs" is as described under *Professionally Administered Drugs.* Coverage for drugs is as described in *Prescription Drugs* and *Prescription Specialty Drugs*, or otherwise described as a specific benefit in this Policy or your Schedule of Payments.
9. Orthognathic surgery for cosmetic purposes.

Y. Skilled Nursing Facility

Medica covers skilled nursing facility services as described in your Schedule of Payments. Care must be provided under the direction of a physician. Skilled nursing facility services are eligible for coverage only if they qualify as reimbursable under Medicare.

Not covered:

1. Services received from a non-network skilled nursing facility.
2. Custodial care and other non-skilled services.
3. Self-care or self-help training (non-medical).
4. Services primarily educational in nature.
5. Vocational and job rehabilitation.
6. Recreational therapy.
7. Health clubs.
8. Physical, occupational, or speech therapy services when there is no reasonable expectation of improvement.
9. Voice training.
10. Outpatient rehabilitation services when no medical diagnosis is present.
11. Group physical, speech and occupational therapy.

Z. Substance Use Disorder

Medica covers the diagnosis and primary treatment of substance use disorders listed in the current edition of *Diagnostic and Statistical Manual of Mental Disorders*.

Substance use disorder benefits

If you require hospitalization, Medica will refer you to one of its hospital providers. Call Customer Service at one of the telephone numbers listed at the front of this Policy. **Emergency substance use disorder services are covered benefits.** After receiving emergency substance use disorder inpatient services please notify Customer Service at one of the telephone numbers listed at the front of this Policy as soon as reasonably possible.

Outpatient substance use disorder services include:

1. Diagnostic evaluations.
2. Outpatient treatment.
3. Intensive outpatient programs, including day treatment and partial programs, which may include multiple services/modalities and lodging, delivered in an outpatient setting.

Inpatient substance use disorder services include:

1. Room and board.
2. Attending physician services.
3. Hospital or facility-based professional services.
4. Partial program. This may be in a freestanding facility or hospital based. Active treatment is provided through specialized programming with medical/psychological intervention and supervision during program hours. Partial program means a treatment program of 20 hours or more per week and may include lodging.
5. Substance abuse residential treatment services. These are services from a licensed chemical dependency rehabilitation program that provides intensive therapeutic services following detoxification. In addition to room and board, at least 30 hours per week per individual of chemical dependency services must be provided, including group and individual counseling, client education, and other services specific to chemical dependency rehabilitation.

Not covered:

1. Substance use disorder services provided by a non-network provider.
2. Services for substance use disorder disorders not listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders.
3. Services, care or treatment that is not medically necessary.
4. Services to hold or confine a person under chemical influence when no medical services are required, regardless of where the services are received.
5. Telephonic substance use disorder treatment services, unless such services are provided in accordance with Medica's telemedicine policies and procedures.
6. Services, including room and board charges, provided by health care professionals or facilities that are not:

- appropriately licensed,
- certified, or
- otherwise qualified under state law to provide substance use disorder services.

This includes, but is not limited to:

- services provided by mental health or substance use disorder providers who are not authorized under state law to practice independently, and
- services received from a halfway house, therapeutic group home, boarding school or ranch.

7. Room and board charges associated with substance use disorder treatment services providing less than 30 hours a week per individual of chemical dependency services, including:

   - group and individual counseling,
   - client education, and
   - other services specific to chemical dependency rehabilitation.

8. Services to assist in activities of daily living that do not seek to cure and are performed regularly as a part of a routine or schedule.

9. Medication-assisted treatment (the use of medications in conjunction with counseling and behavioral therapies to help maintain sobriety, prevent relapse, and reduce craving in order to sustain recovery).

10. Drugs provided or administered by a physician or other provider, except those drugs that meet the definition of "professionally administered drugs." Coverage for "professionally administered drugs" is as described under *Professionally Administered Drugs.* Coverage for drugs is as described in *Prescription Drugs*, *Prescription Specialty Drugs* or otherwise described as a specific benefit elsewhere in this section.

AA. Telemedicine Health Services

Medica covers telemedicine health services as described in your Schedule of Payments.

Not covered:

Telemedicine health services provided by a non-network provider.

BB. Temporomandibular Joint (TMJ) Disorder

Medica covers the evaluation(s) to determine whether you have temporomandibular joint (TMJ) disorder and the surgical and non-surgical treatment of a diagnosed TMJ disorder. Services must be received from (or under the direction of) network physicians or network dentists. Coverage for treatment of TMJ disorder includes coverage for the treatment of craniomandibular disorder. TMJ disorder is covered the same as any other joint disorder as described in your Schedule of Payments.

Not Covered:

1. Services for the evaluation or treatment of temporomandibular joint (TMJ) disorder provided by a non-network provider.
2. Diagnostic casts, diagnostic study models and bite adjustments unless related to the treatment of TMJ disorder and craniomandibular disorder.

CC. Urgent Care

Medica covers urgent care center visits as described in your Schedule of Payments. Urgent care is a health care facility whose primary purpose is to offer and provide immediate, short-term medical care for minor medical conditions on a regular or routine basis.

DD. Vision

Medica covers vision services for members under age 19 including frames, lenses, or contact lenses when prescribed solely for vision correction, and related fittings as described in your Schedule of Payments. Lenses include single vision, bifocal, trifocal, or lenticular with choice of glass or plastic lenses.

Not Covered:

1. Vision services provided by a non-network provider.
2. The purchase, replacement or repair of eyeglasses, eyeglass frames, or contact lenses when prescribed solely for vision correction, and their related fittings for members 19 years of age or older.
3. Refractive eye exams for members 19 years of age and older.
4. Refractive eye surgery.
5. Tinting of lenses (i.e. photo gray or transitional).
6. Polythin or polycarbonate lenses.

EE. Exclusions

Medica will not provide coverage for any of the services, treatments, supplies or items described below even if it is recommended or prescribed by a physician or it is the only available treatment for your condition. **Important: The list below describes exclusions in addition to the services, supplies and associated expenses already listed as Not covered elsewhere in this Policy and the Schedule of Payments.** These include:

1. Health services provided by a non-network provider unless authorized by Medica as described in Referrals to non-network providers in Referrals and Prior Authorization or unless provided due to an emergency and eligible for coverage under this Policy.
2. Services that are not medically necessary. This includes but is not limited to services inconsistent with the medical standards and accepted practice parameters of the community and services inappropriate—in terms of type, frequency, level, setting and duration—to the diagnosis or condition.
3. Services or drugs used to treat conditions that are cosmetic in nature, unless otherwise determined to be reconstructive.
4. Services provided by an audiologist when not under the direction of a physician.
5. Air and bone conduction hearing aids (including internal, external or implantable hearing aids or devices) and other devices to improve hearing, and their related fittings, except cochlear implants and related fittings.
6. A drug, device or medical treatment or procedure that is investigative.
7. Genetic testing when performed in the absence of symptoms or high risk factors for a heritable disease; genetic testing when knowledge of genetic status will not affect treatment decisions, frequency of screening for the disease, or reproductive choices; genetic testing that has been performed in response to direct to consumer marketing and not under the direction of your physician.
8. Services or supplies not directly related to care.
9. Autopsies, except as stated in this Policy.
10. Enteral feedings, unless they are the sole source of nutrition; however, enteral feedings of standard infant formulas, standard baby food and regular grocery products used in blenderized formulas are excluded regardless of whether they are the sole source of nutrition.
11. Nutritional and electrolyte substances except as specifically described this Policy or your Schedule of Payments.
12. Physical, occupational or speech therapy when there is no reasonable expectation of improvement.
13. Reversal of voluntary sterilization.
14. Neuropsychological evaluations/cognitive testing, except as stated in this Policy or your Schedule of Payments under Office Visits.
15. Personal comfort or convenience items or services.
16. Custodial care, unskilled nursing or unskilled rehabilitation services.

17. Respite or rest care except as otherwise covered in this Policy or your Schedule of Payment under *Hospice*.
18. Travel, transportation or living expenses. Certain travel or living expenses may be partially reimbursed when approved by Medica and related to transplant services that have been authorized by Medica as described in *Organ and Bone Marrow Transplants and Other Complex Medical Conditions*.
19. Household equipment, fixtures, home modifications and vehicle modifications.
20. Services to treat nicotine addiction except as stated in this Policy or your Schedule of Payments under Prescription Drugs.
21. Massage therapy, provided in any setting, even when it is part of a comprehensive treatment plan.
22. Routine foot care, except for members with diabetes, blindness, peripheral vascular disease, peripheral neuropathies and significant neurological conditions such as Parkinson's disease, Alzheimer's disease, multiple sclerosis, and amyotrophic lateral sclerosis (ALS).
23. Services by persons who are family members or who share your legal residence. This exclusion does not apply in those areas in which the immediate family member is the only health care professional in the area and is acting within the scope of their normal employment.
24. Services for which coverage is available under workers' compensation, employer liability or any similar law.
25. Services received before coverage under this Policy or your Schedule of Payments becomes effective.
26. Services received after coverage under this Policy or your Schedule of Payments ends.
27. Unless requested by Medica, charges for duplicating and obtaining medical records from non-network providers and non-network dentists.
28. Photographs, except for the conditions of dysplastic nevi and melanoma.
29. Occlusal adjustment or occlusal equilibration.
30. Oral surgery, except as described in this Policy or your Schedule of Payments.
31. Dental implants (tooth replacement).
32. Dental prostheses.
33. Orthodontic treatment.
34. Treatment for bruxism.
35. Services prohibited by law or regulation, or illegal under North Dakota law.
36. Services to treat injuries that occur while on military duty; and any services received as a result of war, or any act of war (whether declared or undeclared).
37. Exams, other evaluations or other services received solely for the purpose of employment, insurance or licensure.

38. Exams, other evaluations or other services received solely for the purpose of judicial or administrative proceedings or research, except emergency examination of a child ordered by judicial authorities.
39. Non-medical self-care or self-help training.
40. Educational classes, programs or seminars, including but not limited to childbirth classes, except as described in this Policy or your Schedule of Payments.
41. Coverage for costs associated with translation of medical records and claims to English.
42. Treatment for spider veins.
43. Services not received from or under the direction of a physician, except as described in this Policy or your Schedule of Payments.
44. Preventive dental services.
45. Elective, induced abortions, except as medically necessary to protect the life of the mother.
46. Therapeutic acupuncture.
47. Services billed by an acupuncturist.
48. Services for or related to vision therapy and orthoptic and/or pleoptic training, except as described in this Policy or your Schedule of Payments.
49. Sensory Integration including Auditory Integration Training.
50. Orthognathic surgery for cosmetic purposes.
51. Health care professional services for maternity labor and delivery in the home.
52. Surgery for morbid obesity (also known as bariatric surgery), unless prior authorization is obtained and the surgery follows plan guidelines. Surgery for morbid obesity has a lifetime maximum of one surgery per member and one revision due to technical staple line failure per member.
53. Services for private duty nursing.
54. Services for sex transformation surgery, sex hormones related to surgery, related preparation and follow-up treatment, and care and counseling, unless medically necessary and prior authorization is obtained from Medica before you receive services.
55. Functional capacity evaluations and related services for vocational purposes or for determination of disability or pension benefits.
56. Services for chemotherapy, supplies, drugs and aftercare in connection with a human organ transplant that is not covered.
57. Services for or in connection with fetal tissue transplantation.
58. Services which are not within the scope of licensure or certification of the provider.
59. Non-emergency transportation, except as described in this Policy or your Schedule of Payments.
60. Non-emergency services received outside the United States.
61. Services provided to your dependents if you have subscriber coverage only. (If you need to add coverage for your dependents, see the Eligibility and Enrollment section of this Policy.)

62. Services solely for or related to the treatment of snoring.
63. Diagnostic casts, diagnostic study models and bite adjustments unless related to the treatment of temporomandibular joint (TMJ) disorder and craniomandibular disorder.
64. Services provided to treat injuries or illness as a result of committing a felony or attempting to commit a felony.
65. Complications from non-covered procedure or service.
66. Interpreter services.
67. Charges for interest, mailing, and delivery.
68. Drugs provided or administered by a physician or other provider on an outpatient basis, except those drugs that meet the definition of "professionally administered drugs." Coverage for "professionally administered drugs" is as described under Professionally Administered Drugs. Coverage for drugs is as described in Prescription Drugs and Prescription Specialty Drugs or otherwise described as a specific benefit in this Policy.
69. Any form, mixture or preparation of cannabis for medical or therapeutic use and any device or supplies related to its administration.
70. Animals and any service or treatment related to animals.
71. Assisted reproductive technology services, including but not limited to: in vitro fertilization (IVF); gamete intrafallopian transfer (GIFT); zygote intrafallopian transfer (ZIFT); tubal embryo transfer; intracytoplasmic sperm injection (ICSI); ova or embryo acquisition, retrieval, donation, preservation, and/or storage; and/or any conception that occurs outside the woman's body.
72. Services for intrauterine insemination (IUI).
73. Sperm banking and/or storage.
74. Donor sperm.
75. Donor eggs.
76. Services related to adoption.
77. Drugs, supplies and biologics that have not been approved by the U.S. Food and Drug Administration (FDA).
78. Medical devices that have not been approved by the U.S. Food and Drug Administration (FDA), other than those granted a humanitarian device exemption.
79. New to market biologics and professionally administered drugs. Biologics and professionally administered drugs recently approved by the FDA (including approval for a new indication) will not be covered until they are reviewed and approved for coverage by Medica.
80. Professionally administered drugs that do not meet both of the following requirements: (a) administered in conjunction with a covered benefit and (b) administered by a physician acting within the scope of the provider's license.
81. Charges incurred if you fail to keep a scheduled visit.

IV. Coordination of Benefits

A. Applicability

This coordination of benefits (COB) provision applies to this plan when a member or the member's covered dependent has health care coverage under more than one plan. *Plan* and *this plan* are defined below.

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

B. Definitions that apply to this section

Plan is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.

1. Plan includes: Group and nongroup insurance contracts and health maintenance organization (HMO) contracts, closed panel plans or other forms of group or group type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
2. Plan does not include: Hospital indemnity coverage or other fixed indemnity coverage; accident-only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by state law; school accident-type coverage; benefits for nonmedical components of long-term care policies; Medicare supplement policies; Medicaid policies, or coverage under other federal governmental plans, unless permitted by law.

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

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

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

Primary plan/secondary plan. The *Order of benefit determination rules* determine whether this plan is a primary plan or secondary plan when the person has health care coverage under more than one plan.

When this plan is primary, it determines payment for its benefits first before those of any other plan without considering any other plan's benefits.

When this plan is secondary, it determines its benefits after those of another plan and may reduce the benefits it pays so that all plan benefits do not exceed 100 percent of the total allowable expense.

Allowable expense is a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any plan covering the person. *Allowable expense* does not include the deductible for members with a primary high deductible plan and who notify Medica of an intention to contribute to a health savings account.

When a plan provides benefits in the form of services, the reasonable cash value of each service will be considered an allowable expense and a benefit paid. An expense that is not covered by any plan covering the person is not an allowable expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a covered person is not an allowable expense.

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

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

Closed panel plan is a plan that provides health care benefits to covered persons primarily in the form of services through a panel of providers that have contracted with or are employed by the plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.

Custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one-half of the calendar year excluding any temporary visitation.

C. Order of benefit determination rules

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

1. The primary plan pays or provides its benefits according to its terms of coverage and without regard to the benefits of any other plan.
    a. Except as provided in in the paragraph directly below, a plan that does not contain a COB provision that is consistent with state regulation is always primary unless the provisions of both plans state that the complying plan is primary.
    b. Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and surgical benefits, and insurance type coverages that are written in connection with a closed panel plan to provide out-of-network benefits.
2. A plan may consider the benefits paid or provided by another plan in calculating payment of its benefits only when it is secondary to that other plan.
3. Each plan determines its order of benefits using the first of the following rules that apply:

***Nondependent or dependent*.** The plan that covers the person other than as a dependent, for example as an employee, member or subscriber, is the primary plan and the plan that covers the person as a dependent is the secondary plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the person as a dependent; and primary to the plan covering the person as other than a dependent (for example, a retired employee); then the order of benefits between the two plans is reversed so that the plan covering the person as an employee, member, policyholder, subscriber, or retiree is the secondary plan and the other plan is the primary plan.

Dependent child covered under more than one plan. Unless there is a court decree stating otherwise, when a dependent child is covered by more than one plan the order of benefits is determined as follows:

1. For a dependent child whose parents are married or are living together, whether or not they have ever been married:
    a. The plan of the parent whose birthday falls earlier in the calendar year is the primary plan; or
    b. If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.

2. For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:

    a. If a court decree states that one of the parents is responsible for the dependent child's health care expenses or health care coverage and the plan of that parent has actual knowledge of those terms, that plan is primary. This rule applies to plan years commencing after the plan is given notice of the court decree;

    b. If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of (1) above (parents married or living together) shall determine the order of benefits;

    c. If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions of (1) above (parents married or living together) shall determine the order of benefits; or

    d. If there is no court decree allocating responsibility for the dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:

        i. The plan covering the custodial parent;

        ii. The plan covering the spouse of the custodial parent;

        iii. The plan covering the noncustodial parent; and then

        iv. The plan covering the spouse of the noncustodial parent.

3. For a dependent child covered under more than one plan of individuals who are the parents of the child, the provisions of (1) or (2) above shall determine the order of benefits as if those individuals were the parents of the child.

Active employee or retired or laid-off employee. The plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the primary plan. The plan covering that same person as a retired or laid-off employee is the secondary plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other plan does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the ***Nondependent or dependent*** rule above can determine the order of benefits.

COBRA or state continuation coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another plan, the plan covering the person as an employee, member, subscriber, or retiree or covering the person as a dependent of an employee, member, subscriber, or retiree is the primary plan and the COBRA or state or other federal continuation coverage is the secondary plan. If the other plan does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the ***Nondependent or dependent*** rule above can determine the order of benefits.

Workers' compensation. Coverage under any workers' compensation act or similar law applies first. You should submit claims for expenses incurred as a result of an on-duty injury to the employer, before submitting them to Medica.

***No-fault automobile insurance*.** Coverage under the No-Fault Automobile Insurance Act or similar law applies first.

***Longer or shorter length of coverage*.** The plan that covered the person as an employee, member, policyholder, subscriber, or retiree longer is the primary plan and the plan that covered the person the shorter period of time is the secondary plan.

If the preceding rules do not determine the order of benefits, the allowable expenses shall be shared equally between the plans meeting the definition of plan. In addition, this plan will not pay more that it would have paid had it been the primary plan.

D. Effect on the benefits of this plan

When this plan is a secondary plan, it may reduce its benefits so that the total benefits paid or provided by all plans during a plan year are not more than the total allowable expenses. In determining the amount to be paid for any claim, the secondary plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any allowable expense under its plan that is unpaid by the primary plan. The secondary plan may then reduce its payment by the amount so that, when combined with the amount paid by the primary plan, the total benefits paid or provided by all plans for the claim do not exceed the total allowable expense for that claim. In addition, the secondary plan shall credit to its plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.

If a member is enrolled in two or more closed panel plans and if, for any reasons, including the provision of service by a non-panel provider, benefits are not payable by one closed panel plan, COB shall not apply between that plan and other closed panel plans.

E. Right to receive and release needed information

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under this plan and other plans. Medica has the right to decide which facts it needs. It may get needed facts from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under this plan and other plans covering the person claiming benefits. Medica need not tell, or get the consent of, any person to do this. Unless applicable federal or state law prevents disclosure of the information without the consent of the patient or the patient's representative, each person claiming benefits under this plan must give Medica any facts it needs to apply those rules and determine benefits payable.

F. Facility of payment

A payment made under another plan may include an amount, which should have been paid under this plan. If it does, Medica may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under this plan. Medica 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.

G. Right of recovery under Coordination of Benefits

If the amount of the payments made by Medica is more than it should have paid under this COB provision, it may recover the excess from one or more of the following:

1. The persons it has paid or for whom it has paid; or
2. Insurance companies; or
3. Other organizations.

The amount of the *payments made* includes the reasonable cash value of any benefits provided in the form of services.

H. Coordination for Medicare-eligible individuals

The benefits under this Policy are not intended to duplicate any benefits to which members are, or would be, eligible for under Medicare Part B. If we have covered a service under this Policy, any sums payable under Medicare Part B for that service must be paid to Medica. If we need any consents, releases, assignments and other documents, complete and return to us those documents to make sure we receive reimbursement by Medicare Part B.

Medicare is primary if you are enrolled in Medicare in the following circumstances:

- You are at least 65 years old;
- You are less than 65 years old, but are covered by Medicare because of disability or end stage renal disease.

If you are eligible for Medicare Part B, we will consider you covered by Medicare Part B, whether or not you are actually enrolled in Medicare Part B. We will reduce your benefits under this Policy by the amount you would have been eligible for under Medicare Part B if you had actually enrolled in Medicare Part B. You should enroll in Medicare Part B when you are eligible to avoid large out of pocket expenses.

The provisions of this section will apply to the maximum extent permitted by federal or state law. We will not reduce the benefits due any insured where federal law requires that we determine our benefits for that insured without regard to the benefits available under Medicare Part B.

V. Complaints

This section describes what to do if you have a complaint or would like to appeal a decision made by Medica. You may also have appeal rights under regulations implementing the Patient Protection and Affordable Care Act (PPACA).

You may call Customer Service at one of the telephone numbers listed at the front of this Policy or by writing to the address below in *Internal review*, 1.a. You also may contact the North Dakota Commissioner of Insurance at (701) 328-2440 or 1-800-247-0560.

Complaint: Means any grievance against Medica, submitted by you or another person on your behalf, that is not the subject of litigation. Complaints may involve, but are not limited to, the scope of coverage for health care services; retrospective denials or limitations of payment for services; eligibility issues; denials, cancellations, or non-renewals of coverage; administrative operations; and the quality, timeliness, and appropriateness of health care services rendered. If the complaint is from an applicant, the complaint must relate to the application. If the complaint is from a former member, the complaint must relate to services received during the time the individual was a member.

Medical Necessity Review: Means Medica's evaluation of the necessity, appropriateness, and efficacy of the use of health care services, procedures, and facilities, for the purpose of determining the medical necessity of the service or admission.

Filing a complaint may require that Medica review your medical records as needed to resolve your complaint.

You may appoint an authorized representative to make a complaint on your behalf. You may be required to sign an authorization which will allow Medica to release confidential information to your authorized representative and allow them to act on your behalf during the complaint process.

Upon request, Medica will assist you with completion and submission of your written complaint. Medica will also complete a complaint form on your behalf and mail it to you for your signature upon request.

In addition to directing complaints to Customer Service as described in this section, you may direct complaints at any time to the North Dakota Department of Insurance at 1-800-247-0560.

Internal review

You may direct any question or complaint to Customer Service by calling one of the telephone numbers listed at the front of this Policy or by writing to the address listed below.

1. Complaints that do not involve a medical necessity review by Medica:
    a. For an oral complaint, if Medica does not communicate a decision within 10 business days from Medica's receipt of the complaint, or if you determine that Medica's decision is partially or wholly adverse to you, Medica will provide you with a complaint form to submit your complaint in writing. Mail the completed form to:

        Customer Service
        Route CP595
        PO Box 9310
        Minneapolis, MN 55440-9310

        Medica will provide written notice of its internal review decision to you within 30 days from the initial receipt of your complaint.

b. For a written complaint, your complaint must be made within one year following Medica's initial decision.

c. Medica will provide written notice of its internal review decision to you within 30 days from initial receipt of your complaint.

2. Complaints that involve a medical necessity review by Medica:

   a. Your complaint must be made within one year following Medica's initial decision and may be made orally or in writing.

   b. Medica will provide written notice of its internal review decision to you and your attending provider, when applicable, within 30 calendar days from receipt of your complaint.

   c. When an initial decision by Medica does not grant a prior authorization request made before or during an ongoing service, and your attending provider believes that Medica's decision warrants an expedited review you or your attending provider will have the opportunity to request an expedited review by telephone. Alternatively, if Medica concludes that a delay could seriously jeopardize your life, health, or ability to regain maximum function, or could subject you to severe pain that cannot be adequately managed without the care or treatment you are requesting, Medica will process your claim as an expedited review. In such cases, Medica will notify you and your attending provider by telephone of its decision no later than 72 hours after receiving the request.

   d. If Medica's internal review decision upholds the initial decision made by Medica, you have a right to submit a written request for external review as described in this section.

External review

For decisions that involve a medical necessity review, a determination that a treatment is experimental or investigative, or a rescission of coverage, if you consider Medica's decision to be partially or wholly adverse to you, you may submit a written request for external review of Medica's decision. Your request must be submitted in writing within four (4) months following the date you receive Medica's review decision. You must include a $25 filing fee with your written request. You may submit additional information to the external review organization. An approved Independent Review Organization will conduct the external review. You will be notified of the external review organization's decision within 45 days from receipt of your request. However, (a) if waiting the standard 45-day turnaround time might jeopardize your health or your ability to regain maximum function, or (b) if you received emergency services and have not been discharged from the facility, you or your attending provider may request an expedited, 72-hour external review at the same time any internal appeal is being processed. The external review decision will be binding on you and Medica. Requests for independent external review may be submitted to the address listed above in *Internal review* or to the North Dakota Commissioner of Insurance at the following address:

North Dakota Commissioner of Insurance
600 E. Boulevard Avenue
Bismarck, ND 58505

Information on external review is also available at **medica.com**.

VI. Ending Coverage

This section describes when coverage ends under this Policy and your Schedule of Payments.

When coverage ends

Unless otherwise specified in this Policy, coverage ends the earliest of the following:

1. The date Medica notifies you that Medica will cease doing business or discontinue a particular product. Coverage will end on the last day of a month. (To cease doing business means to discontinue issuing new individual health plans and to refuse to renew all of Medica's existing individual health plans.)

2. The end of the month for which the subscriber last paid the premium due, except as specifically described in item 3 below concerning subscribers receiving an advance premium tax credit.

3. If the subscriber is receiving an advance premium tax credit, the end of the first month for which the subscriber failed to pay the subscriber's share of all premiums due during the grace period. For example, if you fail to pay your share of the premium in March you have until the end of May (a 3 month grace period) to pay your premiums due during the grace period in full. If you do not pay all premiums for March, April and May, your coverage will be terminated as of the end of March.

4. For coverage purchased outside the Exchange, the end of the month following the date the subscriber requests that coverage end. Written request for termination of the subscriber's and/or dependents' coverage must be received by Medica at least 31 days before the date of termination. However, the effective date of such termination must be the end of the month, except as provided in item 5 below. Any refund of premium shall be mailed to the subscriber upon receipt of this notice by Medica.

5. If the subscriber enrolled through the Exchange, the date on which the subscriber requests termination if the subscriber has given Medica or the Exchange at least 14 days' notice before a requested termination date. If the subscriber has not provided Medica or the Exchange with at least 14 days' notice of a requested termination, termination will be effective 14 days after notice is received by either Medica or the Exchange. Any refund of premium shall be mailed to the subscriber upon receipt of this notice by Medica.

6. If the subscriber terminates this Policy and the Schedule of Payments within the first ten days of receiving it, coverage shall terminate retroactive to the effective date of this Policy and the Schedule of Payments.

7. The end of the month following the date 31 days after we notify you that coverage will end because you do not reside in your plan's service area, provided the notification is made within one year following the date Medica was provided written notification of your address change. However, Medica may approve other arrangements.

8. The end of the month following the date you enter active military duty for more than 31 days. Upon completion of active military duty, your coverage will be reinstated if you notify Medica within 90 days after removal from active military duty.

9. When the subscriber is enrolled under this Policy and the Schedule of Payments, coverage for dependents will end the date the subscriber's coverage ends.

10. The date of the death of the member. When the subscriber is enrolled under this Policy and the Schedule of Payments and in the event of the subscriber's death, coverage for the subscriber's dependents will terminate the end of the month in which the subscriber's death occurred.

11. For a spouse, the end of the month following the date of divorce.

12. For a dependent child, the end of the month in which the child is no longer eligible as a dependent as specified in this Policy.

13. The date specified by Medica in written notice to you that coverage ended due to fraud or intentional misrepresentation of a material fact. If coverage ends due to fraud or intentional misrepresentation of a material fact, coverage will be retroactively terminated at Medica's discretion to the original date of coverage or the date on which the fraudulent act took place. Fraud and intentional misrepresentation of a material fact include but are not limited to:

    a. Knowingly providing Medica with false material information such as information related to your eligibility or another person's eligibility or status as a dependent; or

    b. Permitting the use of your member identification card by any unauthorized person; or

    c. Using another person's member identification card; or

    d. Submitting fraudulent claims; or

    e. Engaging in any fraudulent activity related to your eligibility for coverage under this Policy or your Schedule of Payments.

14. If you are enrolled in a Catastrophic Plan, the end of the policy year in which the subscriber covered under the plan is more than 30 years of age, or your hardship exemption issued by the Exchange expires.

15. For coverage purchased through the Exchange, on the date established by the Exchange when the Exchange makes a determination that you are no longer eligible for coverage under this Policy.

16. For coverage purchased through the Exchange, on the date your plan is no longer certified or offered through the Exchange.

17. The date immediately preceding the effective date of new coverage selected by a member during an applicable open or special enrollment period.

Upon the death of the subscriber or if the subscriber and/or member terminates this Policy and the Schedule of Payments due to eligibility for Medicare, dissolution of marriage, or for a child that is no longer eligible as a dependent as specified in this Policy, the remaining members may choose to continue coverage under this Medica plan.

VII. Definitions

In this Policy and your Schedule of Payments (and in any amendments), some words have specific meanings. Within each definition, you may note bold words. These words also are defined in this section.

Advance premium tax credit (APTC). The advance premium assistance credit available under Internal Revenue Code section 36B, as determined by the Exchange, for individuals who meet certain income requirements, as determined by the Exchange.

Approved clinical trial. A phase I, phase II, phase III or phase IV clinical trial that is conducted in relation to the prevention, detection or treatment of cancer or other life-threatening condition, is not designed exclusively to test toxicity or disease pathophysiology, and meets the criteria described in subparagraphs 1 – 3 below:

1. The clinical trial must have a written protocol that describes a scientifically sound study and have been approved by all relevant institutional review boards (IRBs) before participants are enrolled in the trial; and

2. The subject or purpose of the clinical trial must be the evaluation of an item or service that meets the definition of a Benefit and is not otherwise excluded under this Policy; and

3. The clinical trial must be described in one of the following subparagraphs:

    a. The study or investigation is conducted under an investigational new drug application reviewed by the U.S. Food and Drug Administration.

    b. The study or investigation is a drug trial that is exempt from having such an investigational new drug application.

    c. The study or investigation is approved or funded by one of the following: (i) the National Institutes of Health (NIH), the Centers for Disease Control and Prevention, the Agency for Health Care Research and Quality, the Centers for Medicare and Medicaid Services or cooperating group or center of any of the entities described in this item; (ii) a cooperative group or center of the United States Department of Defense or the United States Department of Veterans Affairs; (iii) a qualified non-governmental research entity identified in the guidelines issued by the NIH for center support grants; or (iv) the United States Departments of Veterans Affairs, Defense or Energy if the trial has been reviewed or approved through a system of peer review determined by the secretary to: (a) be comparable to the system of peer review of studies and investigations used by the NIH, and (b) provide an unbiased scientific review by qualified individuals who have no interest in the outcome of the review.

Benefits. The health services or supplies (described in this Policy and any subsequent amendments) approved by Medica as eligible for coverage.

Biologics. Any of a wide range of products designed to replicate natural substances in the body, including, but not limited to, products produced using biotechnology. Biologics include, but are not limited to, vaccines, blood and blood components or products, cellular and gene therapy products, tissue and tissue products, allergenics, recombinant therapeutic proteins, monoclonal antibodies,

cytokines, growth factors, immunomodulators, and additional biological products regulated by the U.S. Food and Drug Administration and related agencies.

Claim. An invoice, bill or itemized statement for **benefits** provided to you.

Coinsurance. The percentage amount you must pay to the **provider** for **benefits** received.

The **coinsurance** amount is typically based on the lesser of the:

1. Charge billed by the **provider** (i.e., retail); or
2. Negotiated amount that the **provider** has agreed to accept as full payment for the **benefit** (i.e., wholesale).

When the wholesale amount is not known nor readily calculated at the time the **benefit** is provided, Medica uses an amount to approximate the wholesale amount. For services from some **network providers**, however, the **coinsurance** is based on the **provider's** retail charge. The **provider's** retail charge is the amount that the **provider** would charge to any patient, whether or not that patient is a Medica **member**.

In addition, for the **network** pharmacies described in *Prescription Drugs* and *Prescription Specialty Drugs,* the calculation of **coinsurance** amounts as described above do not include possible reductions for any volume purchase discounts or price adjustments that Medica may later receive related to certain **prescription drugs** and pharmacy services.

The **coinsurance** may not exceed the charge billed by the **provider** for the **benefit.**

Copayment. The fixed dollar amount you must pay to the **provider** for **benefits** received.

When you receive eligible health services from a **network provider** and a **copayment** applies, you pay the lesser of the charge billed by the **provider** for the **benefit** (i.e., retail) or your **copayment**. Medica pays any remaining amount according to the written agreement between Medica and the **provider**. The **copayment** may not exceed the retail charge billed by the **provider** for the **benefit**.

Cosmetic. Services and procedures that improve physical appearance but do not correct or improve a physiological function, and that are not **medically necessary**, unless the service or procedure meets the definition of **reconstructive**.

Custodial care. Services to assist in activities of daily living that do not seek to cure, are performed regularly as a part of a routine or schedule, and, due to the physical stability of the condition, do not need to be provided or directed by a skilled medical professional. These services include help in walking, getting in or out of bed, bathing, dressing, feeding, using the toilet, preparation of special diets, and supervision of medication that can usually be self-administered.

Deductible. The fixed dollar amount you must pay for eligible services or supplies before **claims** for health services or supplies are reimbursable as **benefits** under this Policy.

Amounts reimbursed or paid by a provider or manufacturer, including manufacturer coupons, point of service rebates, coupon cards, debit cards or other forms of reimbursement or payment on your behalf for a product or service, will not apply toward your deductible.

Dependent. Unless otherwise specified in this Policy:

1. The **subscriber's domestic partner** or spouse
2. A child of the **subscriber,** the **subscriber's domestic partner** or spouse who is a:
   a. Natural or adopted child
   b. Child **placed for adoption** with the **subscriber,** the **subscriber's domestic partner** or spouse
   c. Stepchild
3. The unmarried grandchild of the **subscriber** or the **subscriber's** covered spouse if (1) the parent of the grandchild is: unmarried, covered under this Policy and dependent on the **subscriber** and/or the **subscriber's** spouse; and (2) the grandchild is dependent upon the parent described in (1) above,
4. A child under legal guardianship of the **subscriber**, the **subscriber's domestic partner** or **subscriber's** spouse. However, Medica may request that the **subscriber** provide satisfactory proof of guardianship. See Extending a child's eligibility in Eligibility And Enrollment for details regarding **dependent** limiting ages.

Note: Dependents of dependents will be eligible for coverage when required by North Dakota law.

Designated facility. A **network hospital** that Medica has authorized to provide certain **benefits** to **members**, as described in this Policy.

Domestic partner. An adult who:

1. Is in a committed and mutually exclusive relationship, jointly responsible for the **subscriber's** welfare and financial obligations; and
2. Resides with the **subscriber** in the same principal residence and intends to do so permanently; and
3. Is at least 18 years of age and unmarried; and
4. Is not a blood relative of the **subscriber**; and
5. Is mentally competent.

Emergency. A condition or symptom that a prudent layperson would believe requires immediate treatment to:

1. Preserve your life; or
2. Prevent serious impairment to your bodily functions, organs, or parts; or
3. Prevent placing your physical or mental health in serious jeopardy.

Enrollment date. The date of the **member's** first day of coverage under this Policy.

Exchange. A governmental or non-profit entity established as an Exchange pursuant to the Affordable Care Act to make qualified health plans available to individuals and small employers.

Extended hours home care. Extended hours home care (skilled nursing services) is continuous and complex skilled nursing services greater than four consecutive hours per day provided in the member's home. The intent of extended hours home care is to assist the member with complex, direct, skilled nursing care, to develop caregiver competencies through training and education, and to optimize the member's health status and outcomes. The skilled nursing tasks must be required so frequently that the

need is continuous. The duration of extended hours home care is temporary in nature and is not intended to be provided on a permanent ongoing basis.

Genetic testing. The analysis of human DNA, RNA, and chromosomes and those proteins and metabolites used to detect heritable or somatic disease-related genotypes or karyotypes for clinical purposes. A genetic test must be generally accepted in the scientific and medical communities as being specifically determinative for the presence, absence, or mutation of a gene or chromosome in order to qualify under this definition. Genetic test does not include a routine physical examination or a routine analysis, including a chemical analysis, of body fluids unless conducted specifically to determine the presence, absence, or mutation of a gene or chromosome.

Habilitative care. Health care services are considered habilitative when they are provided to help a person who has not learned or acquired a particular skill or function for daily living to learn, improve, or keep such skill or function, as long as measurable progress can be documented.

Hospital. A licensed facility that provides diagnostic, medical, therapeutic, rehabilitative and surgical services by, or under the direction of, a **physician** and with 24-hour R.N. nursing services. The **hospital** is not mainly a place for rest or **custodial care**, and is not a nursing home or similar facility.

HSA-compliant high deductible health plan. A plan that complies with the requirements of Internal Revenue Code section 223 that allows an individual to contribute to a health savings account.

Indian. Indians as defined in section 4 of the Indian Health Care Improvement Act.

Inpatient. An uninterrupted stay, following formal admission to a **hospital**, **skilled nursing facility** or licensed acute care facility. **Inpatient** services in a licensed residential treatment facility for treatment of emotionally disabled children will be covered as any other health condition.

Investigative. As determined by Medica, a drug, device, diagnostic or screening procedure, or medical treatment or procedure is **investigative** if reliable evidence does not permit conclusions concerning its safety, effectiveness or effect on health outcomes. Medica will make its determination based upon an examination of the following reliable evidence, none of which shall be determinative in and of itself:

1. Whether there is final approval from the appropriate government regulatory agency, if required, including whether the drug or device has received final approval to be marketed for its proposed use by the United States Food and Drug Administration (FDA), or whether the treatment is the subject of ongoing Phase I, II or III trials;
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**.

Notwithstanding the above, a drug being used for an indication or at a dosage that is an accepted off-label use for the treatment of cancer will not be considered by Medica to be **investigative**. Medica will determine if a use is an accepted off-label use based on published reports in authoritative peer-reviewed medical literature, clinical practice guidelines or parameters approved by national health

professional boards or associations and entries in any authoritative compendia as identified by the Medicare program for use in the determination of a Medically accepted indication of drugs and biologicals used off-label.

Medically necessary. Diagnostic testing and medical treatment, consistent with the diagnosis of and prescribed course of treatment for your condition, and preventive services. **Medically necessary** care must meet the following criteria:

1. Be consistent with the medical standards and accepted practice parameters of the community as determined by health care **providers** in the same or similar general specialty as typically manages the condition, procedure or treatment at issue; and
2. Be an appropriate service, in terms of type, frequency, level, setting, and duration, to your diagnosis or condition; and
3. Help to restore or maintain your health; or
4. Prevent deterioration of your condition; or
5. Prevent the reasonably likely onset of a health problem or detect an incipient problem.

Member. A person who is enrolled under this Policy and on whose behalf the premium is being paid. In this Policy, the words you, your or yourself refer to the member.

Mental disorder. A physical or mental condition having an emotional or psychological origin, as defined in the current edition of the *Diagnostic and Statistical Manual of Mental Disorders* (DSM).

Network. A term used to describe a **provider** (such as a **hospital**, **physician**, home health agency, **skilled nursing facility** or pharmacy) that has entered into a written agreement with Medica or has made other arrangements with Medica to provide **benefits** to you. The participation status of **providers** will change from time to time.

The Medica **network provider** directory is available without charge.

Non-network. A term used to describe a **provider** not under contract as a **network provider**.

Non-skilled care. Care that does not require skilled nursing or rehabilitation staff to manage, observe, or evaluate your care. Any service that could be safely performed by a non-medical person (or yourself) without the supervision of a nurse is considered non-skilled care.

North Dakota resident. A person who lives in North Dakota, and intends to reside in North Dakota, or has entered North Dakota with a job commitment or is seeking employment in North Dakota.

Physician. A Doctor of Medicine (M.D.), Doctor of Osteopathy (D.O.), Doctor of Podiatry (D.P.M.), Doctor of Optometry (O.D.) or Doctor of Chiropractic (D.C.) practicing within the scope of his or her licensure.

Placed for adoption. The assumption and retention of the legal obligation for total or partial support of the child in anticipation of adopting such child.

(Eligibility for a child **placed for adoption** with the **subscriber** ends if the placement is interrupted before legal adoption is finalized and the child is removed from placement.)

Premium. The monthly payment required to be paid by you for coverage under this Policy.

Prenatal care. The comprehensive package of medical and psychosocial support provided throughout a pregnancy and related directly to the care of the pregnancy, including risk assessment, serial surveillance, prenatal education and use of specialized skills and technology, when needed, as defined by *Standards for Obstetric-Gynecologic Services* issued by the American College of Obstetricians and Gynecologists.

Prescription drug. A drug approved by the FDA for the prescribed use and route of administration.

Preventive health services. The following are considered **preventive health services**:

1. evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force;
2. immunizations for routine use that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the **members** involved;
3. with respect to **members** who are infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration;
4. with respect to **members** who are women, such additional preventive care and screenings not described in paragraph (1) as provided for in comprehensive guidelines supported by the Health Resources and Services Administration (including Food and Drug Administration approved contraceptive methods, sterilization procedures, and related patient education and counseling).

Contact Customer Service for information regarding specific **preventive health services** and services that are rated "A" or "B", and services that are included in guidelines supported by the Health Resources and Services Administration.

Primary care provider. A **provider** who has a majority of his or her practice in general pediatrics, internal medicine, obstetrics/gynecology, family practice, or general medicine or a provider providing services at a **retail health clinic**.

Professionally administered drugs. Professionally administered drugs must be, as determined by Medica, typically administered or directly supervised by a qualified provider or a licensed/certified health professional. Medica generally considers drugs that require intravenous infusion or injection, intrathecal infusion or injection, intramuscular injection, or intraocular injection, as well as drugs that, according to the manufacturer's recommendations, must typically be administered by a health care provider, to be professionally administered drugs.

Provider. A health care professional or facility licensed, certified or otherwise qualified under state law to provide health services.

Qualified health plan. A health plan that meets the requirements of federal law and is certified as meeting the requirements to be offered on the Federally Facilitated Marketplace.

Reasonable expectation of improvement. A reasonable expectation that the member's condition will improve over a predictable period of time according to generally accepted standards in the medical community.

Reconstructive. Surgery to rebuild or correct a:

1. Body part when such surgery is incidental to or following surgery resulting from injury, sickness or disease of the involved body part; or
2. Congenital disease or anomaly which has resulted in a functional defect as determined by your **physician**.

In the case of mastectomy, surgery to reconstruct the breast on which the mastectomy was performed and surgery and reconstruction of the other breast to produce a symmetrical appearance shall be considered **reconstructive**.

Rehabilitative. Physical, occupational and speech therapy services are considered rehabilitative when they are provided to restore physical function or speech that has been impaired due to illness or injury.

Residential treatment. A 24-hour-a-day program under the clinical supervision of a mental health professional, in a community residential setting other than an acute care hospital, for the active treatment of persons with mental illness.

Restorative. Surgery to rebuild or correct a physical defect that has a direct adverse effect on the physical health of a body part, and for which the restoration or correction is **medically necessary**.

Retail health clinic. Professional evaluation and medical management services provided to patients in a health care clinic located in a setting such as a retail store, grocery store or pharmacy. Services include treatment of common illnesses and certain preventive health care services.

Service area. The geographic area in which Medica is approved to provide coverage for benefits. The service area for this Policy contains these counties in North Dakota: Adams, Barnes, Benson, Billings, Bottineau, Bowman, Burleigh, Cass, Cavalier, Dickey, Dunn, Eddy, Emmons, Foster, Golden Valley, Grand Forks, Grant, Griggs, Hettinger, Kidder, LaMoure, Logan, McHenry, McIntosh, McLean, Mercer, Morton, Nelson, Oliver, Pembina, Pierce, Ramsey, Ransom, Renville, Richland, Rolette, Sargent, Sheridan, Sioux, Slope, Stark, Steele, Stutsman, Towner, Traill, Walsh, Ward, Wells, Williams.

Skilled care. A type of health care given when you need skilled nursing or rehabilitation staff to manage, observe, and evaluate your care. Nursing, physical therapy, occupational therapy, and speech therapy are considered skilled care. In addition to providing direct care, these professionals manage, observe, and evaluate your care. Any service that could be safely done by a non-medical person (or by yourself) without the supervision of a nurse is not considered skilled care.

Skilled nursing facility. A licensed bed or facility (including an extended care facility, **hospital** swing-bed and transitional care unit) that provides skilled nursing care, skilled transitional care, or other related health services including rehabilitative services.

Subscriber. The person to whom this Policy is issued.

Telemedicine. Telemedicine is the delivery of health care services or consultations while the patient is at an originating site and the licensed health care provider is at a distant site. An originating site includes a health care facility at which a patient is located at the time the services are provided by means of telemedicine. Distant site means a site at which a licensed health care provider is located while providing health care services or consultations by means of telemedicine. A communication between a licensed health care provider and a patient that consists solely of an e-mail or facsimile transmission does not constitute telemedicine consultations or services.

Urgent care center. A health care facility distinguishable from an affiliated clinic or hospital whose primary purpose is to offer and provide immediate, short-term medical care for minor, immediate medical conditions on a regular or routine basis.

Virtual care. Professional evaluation and medical management services provided to patients, in locations such as their home or office, through e-mail, telephone, or webcam. Virtual care is used to address non-urgent medical symptoms for patients describing new or ongoing symptoms to which providers respond with substantive medical advice. Virtual care does not include telephone calls for reporting normal lab or test results or solely calling in a prescription to a pharmacy.

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American Indians and Alaska Natives

An individual that the Exchange determines is an American Indian or Alaska Native will have no cost sharing required on benefits received from Indian Health Services, an Indian Tribe, Tribal Organization, or Urban Indian Organization (each as defined in 25 U.S.C. 1603), or through a referral under contract health services, as contract health services are defined and provided pursuant to 42 C.F. R. Subpart C and any other guidance issued pursuant to that section. If you visit one of these providers and have no cost-sharing, your Policy is no longer HSA-compatible.

Your Out-Of-Pocket Expenses

The most specific and appropriate section of this Policy and your Schedule of Payments will apply for benefits related to the treatment of a specific condition.

Copayments, coinsurances, deductibles and out-of-pocket maximums may be subject to a "cost of living" increase on a yearly basis. This "cost of living" increase is tied to the Consumer Price Index (CPI) and may be up to, but no greater than, the CPI.

There may also be adjustments made to the copayments, coinsurances, deductibles and out-of-pocket maximums on a yearly basis in order to meet the requirements for the Policy to stay at the same metal level (Platinum, Gold, Silver or Bronze).

You will receive a notice of change 30 days in advance.

Important Information:

About Your Deductible

- After you reach your deductible, you pay coinsurance until your out-of-pocket maximum has been met.
- The following do not accumulate toward your deductible:
    - Coinsurance
    - Amounts reimbursed or paid by a provider or manufacturer, including manufacturer coupons, point of service rebates, coupon cards, debit cards or other forms of reimbursement or payment on your behalf for a product or service
    - Health care this Policy does not cover
- Certain benefits in this Policy have limits. These limits might include visit limits, day limits, or hour limits. These limits are noted in this Policy or your Schedule of Payments and apply whether or not you have met your deductible.

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About Your Out-of-Pocket Maximum

- The following accumulate toward your out-of-pocket maximum:
  - Deductible and coinsurance
- The following do not accumulate toward your out-of-pocket maximum:
  - Amounts reimbursed or paid by a provider or manufacturer, including manufacturer coupons, point of service rebates, coupon cards, debit cards or other forms of reimbursement or payment on your behalf for a product or service
  - Health care this Policy does not cover

Please note: Services from non-network providers are not covered, except emergency services and services authorized by Medica.	
Deductible *(The amount you pay for certain eligible services each year before your Policy starts to pay.)* **Note:** On a family plan, everyone shares one deductible.	**Individual plan:** $3,100
	Family plan: $6,200
Out-of-pocket maximum *(The most you pay in a year for eligible services covered by your Policy.)* **Note:** On a family plan, members have an individual, as well as a shared family out-of-pocket maximum.	**Individual plan:** $6,750
	Family plan: Per member: $6,750 Shared family: $13,500
Lifetime maximum *(The maximum amount your Policy will pay for eligible services during your lifetime.)*	**Individual and family plan:** Per member: Unlimited

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***Please note: Services from non-network providers are not covered, except emergency services and services authorized by Medica.**	
A. <u>Ambulance</u>	
1. Ambulance services or ambulance transportation to the nearest hospital for an emergency	40% coinsurance
2. Non-emergency licensed ambulance service that is arranged through an attending physician, as follows:	
a. Transportation from hospital to hospital when:	
i. Care for your condition is not available at the hospital where you were first admitted; or	40% coinsurance
ii. Required by Medica	40% coinsurance
b. Transportation from hospital to skilled nursing facility	40% coinsurance
B. <u>Anesthesia</u>	
1. Anesthesia services received from a provider during a covered office visit or an outpatient hospital or ambulatory surgical center visit	40% coinsurance
2. Anesthesia services received from a provider during a covered inpatient stay	40% coinsurance
C. <u>Chiropractic</u>	

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***Please note: Services from non-network providers are not covered, except emergency services and services authorized by Medica.**	
1. Chiropractic services to diagnose and to treat (by spinal manipulations, manual muscle stimulations, or other conjunctive or manipulative therapies) conditions related to the muscles, skeleton and nerves of the body Coverage is limited to 20 visits per calendar year.	40% coinsurance
D. <u>Diabetes Management and Supplies</u>	
1. Diabetes self-management training and education, including medical nutrition therapy, received from a provider in a program consistent with national educational standards (as established by the American Diabetes Association)	40% coinsurance
2. Diabetic equipment and supplies, including blood glucose meters received from a pharmacy	See *Prescription Drugs*
3. Insulin pumps and their related supplies received from a durable medical equipment provider	See *Durable Medical Equipment, Prosthetics and Miscellaneous Medical Supplies*
E. <u>Diagnostic Imaging</u>	
1. Outpatient MRI, CT and PET CT scans in an office or hospital	40% coinsurance
2. Professional services for an outpatient MRI, CT or PET CT scan in an office or hospital	40% coinsurance

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***Please note: Services from non-network providers are not covered, except emergency services and services authorized by Medica.**	
3. Outpatient x-rays and other imaging services in an office or hospital	40% coinsurance
F. <u>Durable Medical Equipment, Prosthetics and Miscellaneous Medical Supplies</u>	
1. Durable medical equipment and certain related supplies	40% coinsurance
2. Repair, replacement or revision of durable medical equipment made necessary by normal wear and use	40% coinsurance
3. Prosthetics:	
a. Initial purchase of external prosthetic devices that replace a limb or an external body part, limited to:	40% coinsurance
i. Artificial arms, legs, feet, and hands;	
ii. Artificial eyes, ears and noses;	
iii. Breast prostheses	
b. Repair, replacement or revision of artificial arms, legs, feet, hands, eyes, ears, noses and breast prostheses made necessary by normal wear and use	40% coinsurance
4. Injectable pharmaceutical treatments	40% coinsurance

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for hemophilia and bleeding disorders	
5. Dietary medical treatment of phenylketonuria (PKU) and maple-syrup urine disease	40% coinsurance
6. Amino acid-based elemental oral formulas for the following diagnoses:	
a. cystic fibrosis	40% coinsurance
b. amino acid, organic acid, and fatty acid metabolic and malabsorption disorders	40% coinsurance
c. IgE mediated allergies to food proteins Coverage is limited to members five years of age and younger.	40% coinsurance
d. food protein-induced enterocolitis syndrome Coverage is limited to members five years of age and younger.	40% coinsurance
e. eosinophilic esophagitis Coverage is limited to members five years of age and younger.	40% coinsurance
f. eosinophilic gastroenteritis Coverage is limited to members five years of age and younger.	40% coinsurance

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g. eosinophilic colitis Coverage is limited to members five years of age and younger.	40% coinsurance
7. Total parenteral nutrition	40% coinsurance
8. Eligible ostomy supplies	40% coinsurance
9. Insulin pumps and their related supplies	40% coinsurance
G. Emergency Room	
Please note: Some services received during an emergency room visit may be covered under another benefit in this Policy. The most specific and appropriate benefit in this Policy will apply for each service received during an emergency room visit.	
1. Hospital emergency room	40% coinsurance
2. Services received from a physician during a hospital emergency room visit	40% coinsurance
H. Genetic Counseling and Testing	
1. Genetic counseling, whether pre- or post-test, and whether occurring in an office, clinic, or telephonically **Please note**: Genetic counseling for BRCA testing, if appropriate, is covered as a woman's preventive health service.	40% coinsurance
2. Genetic testing services received in an office or outpatient hospital setting	40% coinsurance

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***Please note: Services from non-network providers are not covered, except emergency services and services authorized by Medica.**	
Please note: BRCA testing, if appropriate, is covered as a women's preventive health service.	
I. <u>Home Health Care</u>	
1. Skilled care when you are homebound, provided by or supervised by a registered nurse Coverage is limited to 40 visits per calendar year for numbers 1., 2., 3. and 4. in this section combined. A visit is considered up to 4 continuous hours.	40% coinsurance
2. Skilled physical, speech or occupational therapy when you are homebound Coverage is limited to 40 visits per calendar year for numbers 1., 2., 3. and 4. in this section combined. A visit is considered up to 4 continuous hours.	40% coinsurance
3. Home infusion therapy Coverage is limited to 40 visits per calendar year for numbers 1., 2., 3. and 4. in this section combined. A visit is considered up to 4 continuous hours.	40% coinsurance
4. Services received in your home from a physician Coverage is limited to 40 visits per calendar year for numbers 1., 2., 3. and	40% coinsurance

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4. in this section combined. A visit is considered up to 4 continuous hours.	
J. Hospice	
1. Hospice services, including respite care	40% coinsurance
K. Hospital	
1. Outpatient hospital or ambulatory surgical center services	
a. Surgical services (as defined in the Physicians' Current Procedural Terminology code book) received from a physician	40% coinsurance
b. Other outpatient hospital and ambulatory surgical center services received from a physician	40% coinsurance
c. Outpatient facility services, including services provided in a hospital observation room	40% coinsurance
2. Inpatient hospital services	
a. Inpatient services, other than maternity care, including room and board in a hospital	40% coinsurance
b. Inpatient services received from a physician during an inpatient stay	40% coinsurance
L. Infertility Services	

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***Please note: Services from non-network providers are not covered, except emergency services and services authorized by Medica.**	
1. Services to diagnose infertility	Covered at the corresponding benefit level, depending on type of services provided. For example, office visits are covered at the office visit benefit level and surgical services are covered at the surgical services benefit level.
M. Lab and Pathology	
1. Lab and pathology services received in an office or outpatient hospital	40% coinsurance
N. Maternity	
1. Prenatal care services	
a. Hospital and ambulatory surgical center services for prenatal care in an inpatient setting	40% coinsurance
b. Hospital and ambulatory surgical center services for prenatal care in an outpatient setting	40% coinsurance
c. Professional services for prenatal care in an inpatient or outpatient setting	40% coinsurance
d. Home health care	
i. Skilled care when you are homebound due to a high risk pregnancy	See *Home Health Care*
ii. Home infusion therapy	See *Home Health Care*

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***Please note: Services from non-network providers are not covered, except emergency services and services authorized by Medica.**	
2. Labor and delivery services **Please note:** Maternity labor and delivery services are considered inpatient services regardless of the length of hospital stay.	
a. Hospital services, including room and board charges	40% coinsurance
b. Professional services while at a hospital	40% coinsurance
3. Postnatal care, including a home health care visit following delivery **Please note:** One home health visit is covered if it occurs within 4 days of discharge. If services are received after 4 days, please refer to *Home Health Care* for benefits.	40% coinsurance
O. <u>Medical-Related Dental</u>	
1. Charges for medical facilities and general anesthesia services that are:	40% coinsurance
a. Recommended by a network physician; and	
b. Received during a dental procedure; and	
c. Provided to a member who:	
i. Is a child under age nine; or	
ii. Is severely disabled; or	

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***Please note: Services from non-network providers are not covered, except emergency services and services authorized by Medica.**	
iii. Has a condition and requires hospitalization or general anesthesia for dental care treatment	
2. Accident-related dental services to treat an injury to sound, natural teeth and to repair (not replace) sound, natural teeth. The following conditions apply:	40% coinsurance
a. Coverage is limited to services received within 6 months from the later of:	
i. The date you are first covered under the Policy; or	
ii. The date of the injury	
b. A sound natural tooth means a tooth (including supporting structures) that is free from disease that would prevent continual function of the tooth for at least one year. In case of primary baby teeth, the tooth must have a life expectancy of one year.	
P. <u>Mental Health</u>	
1. Office visits, including evaluations, diagnostic and treatment services	40% coinsurance

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***Please note: Services from non-network providers are not covered, except emergency services and services authorized by Medica.**	
2. Intensive outpatient programs	40% coinsurance
3. Applied Behavioral Analysis ("ABA") for the treatment of autism spectrum disorders for children when provided in accordance with an individualized treatment plan prescribed by the member's treating physician or mental health professional	40% coinsurance
4. Inpatient services, including residential treatment services	
a. Room and board	40% coinsurance
b. Hospital or facility-based professional services	40% coinsurance
c. Attending psychiatrist services	40% coinsurance
d. Partial program	40% coinsurance
Q. <u>Office Visits</u>	
Please note: This benefit does not include services received from locations using "hospital-based outpatient billing" practices. The most specific and appropriate benefit in this Policy will apply for each service received at that type of provider. If you are unsure if your provider uses these billing practices, please contact them. Some services received during an office visit may be covered under another benefit in this Policy. The most specific and appropriate benefit in this Policy will apply for each service	

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received during an office visit. Call Customer Service at one of the telephone numbers listed inside the front cover to determine in advance whether a specific procedure is a benefit and the applicable coverage level for each service that you receive.	
1. Office visits (non-preventive)	40% coinsurance
2. Urgent care center visits	40% coinsurance
3. Convenience care	
a. Retail health clinic	40% coinsurance
b. Virtual care	40% coinsurance
4. Allergy Shots	40% coinsurance
5. Neuropsychological evaluations/cognitive testing, limited to services necessary for the diagnosis or treatment of a medical illness or injury	40% coinsurance
6. Surgical Services (as defined in the Physicians' Current Procedural Terminology code book) received from a physician	40% coinsurance
R. <u>Organ and Bone Marrow Transplants and Other Complex Medical Conditions</u>	
1. Organ and bone marrow transplant services and other complex medical	Covered at the corresponding benefit level,

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conditions	depending on type of services provided. For example, office visits are covered at the office visit benefit level and surgical services are covered at the surgical services benefit level.
S. <u>Physical, Occupational and Speech Therapy</u>	
1. Rehabilitative Coverage is limited to 30 visits per therapy per calendar year.	40% coinsurance
2. Habilitative Coverage is limited to 30 visits per therapy per calendar year.	40% coinsurance
T. <u>Prescription Drugs</u>	
1. Prescription drugs received at a retail pharmacy, other than those described below or in *Prescription Specialty Drugs*	**Preferred generic:** 40% coinsurance **Generic:** 40% coinsurance **Preferred brand:** 40% coinsurance **Non-preferred brand: 4**0% coinsurance
2. Diabetic equipment and supplies, including blood glucose meters **Please note:** Coverage for insulin pumps and their related supplies is described under *Durable Medical Equipment, Prosthetics and Miscellaneous Medical*	**Preferred generic:** 40% coinsurance **Generic:** 40% coinsurance **Preferred brand:** 40% coinsurance **Non-preferred brand:** 40% coinsurance

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Supplies.	
3. All FDA-approved drugs (including women's contraceptives) and other supplies and services that are considered preventive health services **Please note:** The list of covered preventive drugs and other services is specific and limited. For a current list, go to **medica.com/IndividualLogin** or call Customer Service.	Nothing The deductible does not apply.
U. Prescription Specialty Drugs	
1. Specialty prescription drugs received from a designated specialty pharmacy	**Preferred specialty prescription drugs:** 30% coinsurance **Non-preferred specialty prescription drugs:** 50% coinsurance, except you pay 40% coinsurance for orally-administered cancer treatment medications.
V. Preventive Health Care	
Please note: If you receive preventive and non-preventive health services during the same visit, the non-preventive health services may be subject to a copayment, coinsurance, or deductible, as described elsewhere in this Policy. The most specific and appropriate benefit in this Policy will apply for each service received during a visit.	
1. Child health supervision services,	Nothing. The deductible does not apply.

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including well-baby care	
2. Immunizations	Nothing. The deductible does not apply.
3. Early disease detection services, including physicals	Nothing. The deductible does not apply.
4. Routine screening procedures for cancer	Nothing. The deductible does not apply.
5. Women's preventive health services including mammograms, BRCA genetic testing and related genetic counseling (when appropriate), screenings for cervical cancer, human papillomavirus (HPV) testing, counseling for sexually transmitted infections, counseling for immunodeficiency virus (HIV), and sterilization	Nothing. The deductible does not apply.
6. All FDA-approved drugs (including women's contraceptives) and other supplies and services that are considered preventive health services	See *Prescription Drugs*
7. Other preventive health services	Nothing. The deductible does not apply.
W. <u>Professionally Administered Drugs</u>	
1. Professionally administered drugs that are required to be administered at a designated facility	If administered at a designated facility: Covered at the corresponding benefit level, depending on whether it is administered during a home health care visit, office visit, or outpatient hospital visit.

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	For example, if the professionally administered drug was administered during an office visit, then the professionally administered drug is covered at the office visit benefit level. If the professionally administered drug was administered during a home health care visit, then the professionally administered drug is covered at the home health care visit benefit level. If not administered at a designated facility: No coverage
2. Professionally administered drugs that are not required to be administered at a designated facility	Covered at the corresponding benefit level, depending on whether it is administered during a home health care visit, office visit, or outpatient hospital visit. For example, if the professionally administered drug was administered during an office visit, then the professionally administered drug is covered at the office visit benefit level. If the professionally administered drug was administered during a home health care visit, then the professionally administered drug is covered at the home health care visit benefit level.
X. <u>Reconstructive and Restorative Surgery (Including Mastectomy Reconstruction)</u>	
1. Reconstructive and restorative surgery	Covered at the corresponding benefit level, depending on type of services provided.

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	For example, office visits are covered at the office visit benefit level and surgical services are covered at the surgical services benefit level.
Y. Skilled Nursing Facility	
1. Daily skilled care or daily skilled rehabilitation services, including room and board Benefits are limited to services received during 30 days of inpatient stay per calendar year.	40% coinsurance
2. Skilled physical, speech or occupational therapy when room and board is not eligible to be covered	40% coinsurance
3. Services received from a physician during an inpatient stay in a skilled nursing facility Benefits are limited to services received during 30 days of inpatient stay per calendar year.	40% coinsurance
Z. Substance Use Disorder	
1. Office visits, including evaluations, diagnostic and treatment services	40% coinsurance
2. Intensive outpatient programs	40% coinsurance
3. Inpatient services, including residential treatment services	

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a. Room and board	40% coinsurance
b. Hospital or facility-based professional services	40% coinsurance
c. Attending physician services	40% coinsurance
d. Partial program	40% coinsurance
AA. Telemedicine Health Services	
1. Health services delivered by means of telemedicine	Covered at the corresponding benefit level, depending on the type of services provided. For example, office visits are covered at the office visit benefit level, inpatient services are covered at the inpatient services benefit level and mental health services are covered at the corresponding mental health benefit level.
BB. Treatment of Temporomandibular joint (TMJ) disorder	
1. Treatment of temporomandibular joint (TMJ) disorder and craniomandibular disorder	Covered at the corresponding benefit level, depending on type of services provided. For example, office visits are covered at the office visit benefit level and surgical services are covered at the surgical services benefit level.
CC. Urgent Care	
1. Urgent care center visits	See *Office Visits*
DD. Vision	

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1. Refractive eye exams including glaucoma screening Coverage is limited to one visit per member per calendar year for members 18 years and younger (coverage continues through the end of the month in which the member turns 19).	40% coinsurance
2. Vision therapy and orthoptic and/or pleoptic training, to establish a home program, for the treatment of strabismus and other disorders of binocular eye movements Coverage is limited to 5 training visits and 2 follow-up eye exams per calendar year.	40% coinsurance
3. Eyewear, including eyeglass lenses, frames or contact lenses for members 18 years of age and younger received from an optical provider (coverage continues through the end of the month in which the member turns 19) Coverage is limited to one pair of frames every 2 calendar years and one pair of lenses every calendar year. Contact lenses are limited to coverage once every calendar year. **Please note:** A post-operative refractive examination is covered for members under age 19 in lieu of the other pediatric vision services	40% coinsurance

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described in this item 3. Refractive eye surgery, including but not limited to LASIK, is not covered.	